

The following conditions apply to the development of machines, systems and procedures of technologies for seeds and feed – such as processing, pre-treatment, pelleting, coating, deposition on seed media – also in combination – and the economic utilization of these technologies for processing / treatment of seeds as well as related services such as packaging and logistics including storage, transport and distribution of seeds and feed supplements by SUET Saat- und Erntetechnik GmbH in D-37269 Eschwege (supplier) unless a customer has concluded different individual agreements with the supplier.

1. Order

- 1.1 All of the supplier's offers, supplies and services, whether by direct order or mediated by his agents and representatives, are subject to the following sales and supply conditions based on current price lists, service catalogues and quality management in compliance with DIN ISO 9000-2001. Any general business, purchasing, sales and delivery conditions of the customer will not become an integral part of the contract, even if not explicitly excluded by the supplier.
- 1.2 When an order is placed, the customer is bound to transmit written information on the exact kind and implementation of the service or supply. Relating to seeds and feed supplements, this information mainly concerns the crop, variety, lot, quality and quantity as well as the intended methods of processing, any treatment additives, packaging, shipment, etc.
- In particular, the customer is responsible for providing information on any plant variety protection and proprietary rights as well as on other third parties' rights relating to seeds and feed supplements together with their permission to process. In the event of faulty, incomplete or delayed transmission of the information, the supplier is entitled to reject the order, to suspend the supplies until further clarification, or to claim damages.
- 1.3 The supplier accepts an order by written confirmation of order and information as stipulated in section 1.2.
- 1.4 To become legally effective, subsidiary arrangements and modifications as well as different agreements for supplies or services rendered by the supplier are subject to written confirmation by the latter.

2. Offers, Prices and Payment Conditions

- 2.1 All offers are without engagement. The supplier reserves himself the proprietary and copyrights for all transmitted documents and information; these documents and information must not be made available to third parties. The supplier undertakes not to make customer-provided documents and information that have been declared as „confidential“ by the customer available to third parties, except if the customer has given his consent.
- 2.2 Unless the price of the supplies or services has been especially determined, the price is understood in Euros based on the price list valid on the day of supplies or services and on the supplier's terms and conditions, except if the supplier's prerequisites for calculation have undergone essential changes. The prices are understood net for delivery ex works including loading at the factory. Any packaging of the goods for shipment realized by the supplier will be invoiced according to current price list and will not be taken back.
- 2.3 Checks and bills of exchange are accepted only at the supplier's discretion and only in lieu of performance. The customer will be charged for any cost arising in this context.
- 2.4 The supplier is entitled to refuse performance, if he should have serious or substantial doubts on the customer's ability to pay after conclusion of the contract and if the customer fails to meet the request for advance payment or provision of a security within reasonable time.
- 2.5 Offsetting against customer claims is permissible only, if claims are not denied by the supplier, or established as final and absolute. In so far as the customer is a businessman, any rights to refuse performance or rights of retention are excluded. This clause is not applicable, if the customer asserts these rights related to deficiencies of the supplies or services for which the supplier is responsible, and if he has paid those portions of the price that represent the value of the supplies or services after deduction of the deficient portion, or if the counterclaim on which the right to refuse performance is based is beyond dispute, established as final and absolute or ready for decision.
- 2.6 Unless agreed upon otherwise, the supplier's invoices are due for payment without deduction within 14 days after reception of the service rendered; otherwise the customer will be in default. If the invoice has been made only after reception of the service, it is due for payment without deduction within 14 days after the invoice date. Otherwise the customer will be in default. Sentence 2 is not applicable, if the customer has not received the invoice within 3 working days after the date of invoice. In this case, the customer would be in default only after elapse of 7 workdays after receiving the invoice. If the date of reception of the invoice or the invoice date is uncertain, the customer will be in default at the latest 30 days after due date and reception of the service rendered.
- As from the date on which the customer is in default, an interest of 9 % above the base interest rate is applicable.

3. Delivery

- 3.1 Any seeds and feed supplements, treatment additives and packaging materials provided by the customer should be delivered at the customer's risk and at his own expense, and only after previous request by the supplier. The supplier cannot be held responsible for products that are delivered previously.
- 3.2 Any delivery deadline which may have been agreed upon starts only after clarification of all details of execution, in particular, delivery of all required documents, quality data, descriptions and explanations by the customer, as well as payment of any first installment agreed upon. In the event of processing / treatment of seeds, any delivery deadline is binding for the supplier only, if the delivery of seeds, treatment substances and packaging material as well as the transmission of information are realized by the customer as stipulated in section 1.2. The delivery deadline is to be considered as met, if the supplies have left the factory until its expiry, or if the customer has been notified on readiness for shipment of the goods.
- 3.3 All acts beyond control, and disturbance of supplies, operations or transport up to the point of delivery, in particular, if these have been caused by riots, strike, lockout, delay or failure of delivery to the supplier, acts of nature (frost, windstorm and flash flood) as well as all other causes beyond control by the supplier release the supplier from his duty to deliver, in so far

as the delivery is aggravated considerably or rendered impossible by the above-mentioned causes, without an obligation for subsequent supply, unless the latter has been determined by mutual agreement. The above-mentioned stipulation is applicable also if the circumstances mentioned above arise at one of the supplier's preliminary suppliers or subcontractors.

- 3.4 If the supplier is in default of delivery, or if the supplies or services are rendered impossible due to the supplier's fault, the customer is entitled to withdraw from the contract, however, only after granting a reasonable extension of time.
- 3.5 Performance of the order, in particular, the processing and treatment of seeds and feed supplements – also if these are still unavailable when concluding the contract – is subject to the prerequisite that sufficient quantities of supplies in good marketable quality and without damage are delivered to the supplier himself. If the supplier realizes that the products received are of reduced quality or quantity, or if he finds out that they are damaged, he is bound to notify the customer immediately.
- In the case mentioned last, the supplier is entitled to a pro rata reduction of the quantity of supplies or partial supply, and the customer is under the obligation to accept this reduced quantity of supply.
- 3.6 If - in the event of a performance delay relating to any partial supply, or in the event of partial inaptitude of the supplier to deliver – the customer is not interested in partial fulfillment of the contract, section 3.4 is applicable accordingly.
- 3.7 The supplied goods will be insured against damage due to transport, storage, climatic conditions and delayed forwarding only on the customer's explicit request and at his expense.
- The transfer of risks occurs after elapse of the term for collection, at the latest when the consignment leaves the supplier's premises.
- 3.8 The supplier is entitled to realize the shipment „cash on delivery“.

4. Reservation of Title and Acquisition of Ownership

- 4.1 Until full settlement of all of the supplier's claims from the business relationship with the customer, the goods remain the supplier's property.
- 4.2 The customer is entitled to resell the products remaining under property reserve in regular course of business. At the moment of delivery to a purchaser, the ownership of the goods is substituted by the customer's purchase price claim against the purchaser, which is assigned to the supplier in the amount of the entire supplier claim resulting from the business relationship with the customer. The supplier hereby accepts the assignment.
- 4.3 If the goods under reserve of ownership are sold together with other products that are not owned by the supplier, the newly arising customer claims for the products sold to a third party are ceded in an amount corresponding to the sales price of the goods purchased from the supplier.
- 4.4 If the supplied goods are mixed with other goods, processed or otherwise modified by the customer before full settlement of all supplier claims from the business relationship, the supplier acquires the ownership according to §§ 947, 948 and 950 of the German Civil Code (BGB). In so far the customer is held to keep the goods with due diligence for the supplier.
- If the goods that have been mixed, processed or otherwise modified according to the above-mentioned conditions are resold, the extended reserve of ownership remains valid accordingly in compliance with sections 4.2 and 4.3.
- 4.5 On request by the customer, the supplier will release the security belonging to him in so far as its value in the individual case exceeds the entire unsettled supplier claims by 20 %.
- 4.6 If circumstances reducing the customer's credit standing become known to the supplier after conclusion of the contract, or if the customer gets into default with the settlement of his liabilities towards the supplier, the supplier is entitled to request relinquishment of the supplied goods as a precautionary measure until full payment. This request can be made by the supplier also if he does not withdraw from the contract.
- 4.7 On request by the supplier, the customer is under the obligation to provide information on any resale and purchasers of the goods and to disclose the assignment towards the purchasers. If the goods under reserve of ownership are threatened by garnishment, the customer must 1) notify the supplier immediately and 2) point out to the garnisher unmistakably that the goods are under reserve of ownership. The same obligations arise against the customer in the event of any garnishment of claims arising from the resale of the goods under reserve of ownership.
- 4.8 In case of processing / treatment of seeds and feed supplements, the customer assigns the claims arising from the delivery to his client to the supplier as a precautionary measure in the full amount of the supplier's claim arising from the business relationship. The supplier accepts the claim; sections 4.3, 4.5 and 4.7 are applicable accordingly.

5. Warranty

- 5.1 The consignments must be examined by the customer immediately after reception. In the event of obvious deficiencies, the customer is held to notify the supplier in writing within one week (reception of the complaint by the supplier). Deficiencies that become evident only at a later time must be reported immediately after becoming evident, at the latest, however, within the statutory period of limitation (section 6.2).

- 5.2 No warranty for the seed lot vigor and development of the culture created from the processed or treated seeds is given by the supplier in so far as these are depending on influences of soil, sowing, processing, climate etc. as well as on genetic properties of the seeds, which are beyond control by the supplier.
- 5.3 Correction of deficiencies relating to all deliveries realized and services rendered by the supplier is exclusively by repair or delivery of replacement at the supplier's option (§§ 437, 634 No.1, 635 German Civil Code [BGB]). In the event of failure of repair or replacement delivery, the customer is entitled to request a reduction of the sales price or cancellation of the contract.
- 5.4 All descriptions, specifications, data and instructions for use transmitted by the supplier have been created according to the best of the supplier's knowledge. As far as received from third parties, as well as provided details on registration of plant protection products, they are, however, without commitment.
- 5.5 Relating to processing / treatment of seeds, in particular, in the event of dispute on the quality of seeds for sowing or of products, the following supplementary stipulations should be considered as agreed:
- a) Before conditioning of seeds, quality testing and trial processing are realized by the supplier using acknowledged methods (ISTA, International Seed Testing Association) according to the supplier's best knowledge and belief and with utmost care, based on the representative sample transferred by the customer and the sample taken at delivery. The quality check and trial processing are based on random samples; in so far the results are not decisive for the quality of the overall seeds supplied by the customer – subsequently – as the case may be.
- b) If the quality test reveals that the supplied seeds are not of the quality alleged by the customer, or that they are not identical with the representative sample, the supplier is entitled to return the supplied lots to the customer against reimbursement of costs and of all expenses incurred at the customer's risk.
- If the customer wants this lot to be processed anyway, no liability concerning the quality of the processed seeds is assumed by the supplier.
- The same applies, if the customer dispenses with the quality test and trial processing by the supplier.
- c) Seeds for processing / treatment are tested and examined by the supplier only after explicit agreement with the customer.
- Relating to the quality test of random samples, the limitations mentioned under a) are applicable. This means that the risk of processing / treatment is borne by the customer.
- d) Decisive for the quality of the seeds before and after processing / treatment in the event of dispute is the assessment according to an examination by the official test body for seeds. This assessment is recognized by the contract parties as authoritative for the overall lot.
- If deficiencies of the processed or treated seeds have been determined by the official seeds test body, these deficiencies are supposed to be due solely to the seeds themselves, or to the customer-supplied treatment substances or to other conditions falling within the customer's responsibility – unless the supplier has processed or treated the seeds incorrectly, or unless he has taken faulty measures in the period between reception and supply.

6. Limitation of Liability

- 6.1 Except if the above stipulations contain different regulations, all customer claims to reduction, conversion or damage are excluded to the legally permissible extent, irrespective of the legal foundation from which these claims are derived (due to failure to perform, default, impossibility, unlawful act). This exclusion of liability is not applicable to damage caused by the supplier by intent or gross negligence or to injury to life, body or health or in the event of infringement against an essential contractual obligation which is indispensable to serve the purpose of the contract.
- 6.2 All customer claims for warranty, arising from bad or faulty delivery or infringement against secondary contract obligations become time-barred after one year from the time of delivery.

7. Miscellaneous

- 7.1 In the event of supply without agreement or of delayed take-over at the customer's instigation, the customer will be charged for the costs incurred due to prolonged storage as well as for the expenses relating to the delivery, starting one month after the announcement of readiness for shipment. After appointment and expiry of a reasonable deadline, the supplier is entitled to dispose of the supply product.
- 7.2 The contract parties agree upon the acceptance of supplier's registered office as place of fulfillment and place of jurisdiction.
- 7.3 The concluded contracts are subject to the law of the Federal Republic of Germany.
- 7.4 SUET is authorized to provide all information regarding the seed of a customer as well as samples to AIB (Anti Infringement Bureau, Brussels) and to specialized institutes (e.g. NAK, SOC, OECD-accredited laboratories) for the purpose of analysing the identity of a seed variety. If so, the customer will be informed. In case this analysis shows that the seed belongs to a variety that is not distinct from a variety for which an Intellectual Property Right has been granted or applied for by a third company, the customer is obliged to tolerate the transfer of all available information about the seeds and samples of this seeds to this third company.