

GENERAL SALES AND DELIVERY TERMS OF EVANTHIA FOR THE SALE AND DELIVERY OF PLANTS, SEEDS AND CULTIVATION MATERIAL OF ORNAMENTAL PLANT PRODUCTS.

The General sales and delivery terms apply on the sales and delivery of seeds, plants and growing material of horticultural products and are filed with the Chamber of Commerce in The Hague under number 24240812 on October 16, 2013.

To all services and products from the seed technology department the General Conditions of Sale and Delivery of Ewantia Seed Technology apply. These General Terms and Conditions are filed with the Chamber of Commerce in The Hague under number 24240812 on August 11, 2016.

In case of any contradiction between the Dutch version and the translation, the Dutch version shall prevail.

Article 1 Area of application

- These general terms apply to all offers, sales, deliveries and agreements made by the Seller regarding seeds, plants and cultivation material of ornamental plant products and plant material of ornamental horticulture products, including the sale of fertilizers and crop protection, etc. (hereinafter: products). Any terms of the Buyer of any type and by any name are not applicable unless expressly agreed in writing.
- Divergent provisions must be agreed expressly and in writing. Inasmuch as they do not replace the provisions of these General Terms, they are deemed to supplement these terms.
- A copy of these General Terms and Conditions is made available to the Buyer by the Seller, or the Seller refers the Buyer to them, stating in writing that these Terms and Conditions can be downloaded from the Seller's website.
- All agreements with and/or offers for sale aimed at Buyers domiciled outside the country of residence for which this is not deviated from below, the International Seed Trade Federation Rules and usages for the Trade in Seeds for Sowing Purposes are applicable.

Article 2 Definitions

- 'Seller' refers to the natural or legal person engaged in delivering products as indicated article 1, paragraph 1, and concluding transactions regarding such products, in the broadest sense, including the purchase and sale of products, the rental and/or sale of products he has cultivated himself, reproducing flowers or plants.
- 'Buyer' refers to the natural or legal person with whom the Seller enters into any agreement regarding the products indicated in article 1, paragraph 1.

Article 3 Offers and prices

- Offers are binding unless otherwise agreed in writing. An offer will be valid for a maximum of 30 days.
- The agreement is deemed to have been created by written confirmation of the offer by the Buyer, unless the Seller objects in writing within five days after the Buyer has sent confirmation.
- The agreement is created by the intervention of agents, travelling representatives and/or other intermediaries, these will bind the Seller once they have been accepted in writing by the Seller.
- Prices are exclusive of VAT and additional expenses, including transport charges, packaging costs, cost of quality control and/or phytosanitary inspection, import duties, government and other official levies, and fees under breeders' rights and any other fees, unless otherwise agreed in writing. If no price is agreed on, the Seller's price in effect at the time of delivery will apply.
- The Seller is entitled to adjust the price reasonably to a level to be determined by him, if his interests have not been significantly harmed since the price was set.
- Unless otherwise indicated, prices are in euro (€).
- If the Buyer cancels the agreement, he will immediately owe 25% of the gross sale value of the products to be delivered as a cancellation charge.
- In the event that the products in question prove to be unsaleable, or saleable only at a lower price, as a result of said cancellation, the Buyer will be liable for any price differences and other damages incurred by the Seller.
- Both parties are obliged to limit damages as much as possible.

Article 4 Conditions of sale

- Orders for plants and/or cultivation material that is not yet fully grown at the time of purchase will be accepted subject to the normal cultivation average of good plant material with a good appearance.
- Partial or complete failure of the cultivation or harvest of starting material, seed harvest or partial loss during the period for which the Seller from the obligation to deliver and his other obligations, unless attributable to gross negligence on the part of the Seller.
- The Seller is also entitled to assure a replacement delivery, which will occur on the same day as originally agreed.
- The Buyer has no right of damages, if the Seller makes a reservation in relation to harvesting and processing conditions.
- If the delivery of a type that has been ordered is not possible for any reason, the Seller will be entitled to deliver a type that is equivalent as much as possible or to cancel the order if this type of order cannot be delivered, or if the Buyer does not accept a different type; the Seller will endeavour to deliver a different type.

Article 5 Delivery and transport

- Unless otherwise agreed in writing, the place of delivery is the Seller's storage location or processing site or any other location to be specified by the Seller. All risks of the delivered products and all associated rights and obligations pass to the Buyer at the time of delivery or, if transport is involved, at the time when the products are handed over to the haulier or leave the delivery location for the purpose of transport, regardless of whether or not an agreement is made from the delivery location and whether the Buyer or the Seller pays the transport costs.
- After consultation with the Buyer, the Seller will determine the delivery date. Delivery dates indicated are not considered deadlines. If a delivery date is agreed on, the Seller will endeavour to maintain that date for delivery. If the Seller cannot deliver on the agreed date or within the agreed period, the Buyer is informed as quickly as possible. After consultation with the Buyer, the Seller will determine the delivery date.
- If the Buyer receives the products ordered before the agreed delivery date or period as indicated in paragraph 2, the resulting risk is entirely for the Buyer.
- If the Buyer receives or wishes to receive the products ordered after the agreed delivery date, the risk of any loss of quality resulting from longer storage will be entirely for the Buyer.
- Any extra costs due to taking earlier or later delivery of the products as referred to in paragraph 3 or 4 of this article will be charged to the Buyer.
- In the event of a longer storage period that may be considered reasonable in view of the type of product, the Buyer has not received the product and the risk of loss of quality and/or spoilage of the products leaves no other option, the order will be deemed to have been cancelled by the Buyer, in which case the Buyer is obliged to pay the damage incurred by the Seller as a result.
- Should in a seed order, the quantity as ordered deviate from the standard quantity as used by the Seller or a multiple of this, then the seller is at liberty to supply the nearest higher quantity.
- At execution of their obligation to supply, the Seller will make the utmost effort at all times.
- Unless expressly stated to the contrary in these Terms and Conditions, the delivery is with a small deviation in size, packaging, quantity or weight.
- The Seller is allowed to deliver sold objects in instalments. Should the objects be delivered in instalments, then the Seller is authorized to invoice each instalment separately.
- Unless expressly stated to the contrary in these Terms and Conditions, the delivery is furthermore subject to the Incoterms of the International Chamber of Commerce in Paris which are in force on the date on which the agreement is concluded.

Article 6 Packaging/carts/pallets

- Single-use packaging will be charged at cost and returns not accepted.
- All packaging except single-use packaging remains the property of the Seller.
- The Seller is entitled to charge the Buyer an agreed user fee for reusable packaging and other durable material to be indicated separately on the invoice.
- The Buyer is obliged to return the packaging to the Seller at his own expense and in good condition, within 30 days from delivery or immediately after planting. If it has been agreed that the Seller is to collect the packaging, the Buyer must ensure that the packaging remains in good condition until the date indicated by the Seller and store it so that the Seller may collect it in a normal manner.
- The Buyer may not keep the packaging in use or allow it to be used by third parties.
- If carts, rolling containers or reusable pallets are supplied with the products, the Buyer must immediately return identical carts, rolling containers or reusable pallets with the same registration method (such as a chip or label), unless otherwise agreed. It is not permitted for the Buyer to use them for his own purposes or give them to third parties.
- After usage, the Buyer is obliged to clean the supplied packaging clean to the Seller, that is to say free of residue (of crop protection products). Should the packaging not be clean when returned to the Seller, then the Buyer is answerable for the costs involved in having the packaging cleaned. The Buyer is also responsible for any damage as a result of packaging that is returned to the Seller in an unclean state or not carrying out orders.
- In the event of damage to reusable packaging, carts, rolling containers, pallets, etc., the Buyer is obliged to pay the cost of repairs or replacement and any additional rental charges resulting from later returns.

Article 7 Payment

- The Seller is entitled to request an advance of 50% on the invoice amount from the Buyer.
- Payment must occur within thirty days after the invoice date.
- The Buyer is not entitled to reduce the purchase price he is to pay by any counterclaim he may make.
- The Buyer is not entitled to suspend the fulfillment of its payment obligation in the event of a complaint he has submitted to the Seller regarding the products delivered, unless the Seller expressly agrees with the suspension in exchange for a guarantee.
- All payments will be made at the offices of the Seller or by deposit or transfer to a bank account to be indicated by the Seller.
- Payment must be made in euro (€) unless otherwise indicated on the invoice, in which the Seller is entitled to charge rate fluctuations on to the Buyer.
- If the Buyer does not fulfil his payment obligation in time, he will be deemed to be legally in default. The Seller will be entitled to charge a late payment interest of 1% monthly from the date that the Buyer is in default of fulfilling the payment obligation indicated in paragraph 2, with a partial month being counted as a whole month. The Seller is also entitled to charge the Buyer for the exchange rate loss incurred by the Buyer's default.
- If the Buyer is in default or otherwise fails short in fulfilling one of his obligations, all reasonable charges in obtaining satisfaction, both legal and extralegal, will be at his expense.
- The Seller reserves the right not to carry out, or no longer to carry out, orders or agreements if previous deliveries have not been paid for by the Buyer or the buyer has not fulfilled or is at risk of not fulfilling his obligations to the Seller. The Seller is not responsible for any damage to the Buyer or his goods resulting from not carrying out orders.
- The Buyer located in a different EU Member State than the Netherlands will inform the Seller in writing of his correct VAT identification number. Furthermore, the Seller shall provide all necessary information and documents that the Seller requires as proof that the

products have been delivered in a different EU Member State than the Netherlands. The Buyer will indemnify the Seller for all claims resulting from and all negative consequences of this and cannot be attributed to the Seller. This will also include, if and as far as the circumstances prevent honoring of the agreement or impede this unreasonably: pests and diseases, strikes in other companies than the Seller's own company, wild-cat strikes or political strikes in the Seller's business, a general shortage of required raw materials and other affairs or services that are required for accomplishing the agreed performance, non-fulfillment of delivery obligations by one or other third parties of which the Seller is dependent and general transport problems.

- In the case of liquidation, bankruptcy or moratorium of the Buyer, the Buyer's obligations to pay will be immediately claimable and the Seller is authorized to put any further execution of the agreement on hold or to annul the agreement, without prejudice to the Seller's right to claim damages.
- If payments in instalments were agreed, the entire outstanding sum becomes immediately claimable when a payment is not received on time without the need for serving notice. This is defined in paragraph 7 is similarly applicable.

Article 8 Force majeure

- Force majeure refers to any circumstances that prevent honoring of the agreement and that cannot be attributed to the Seller. This will also include, if and as far as the circumstances prevent honoring of the agreement or impede this unreasonably: pests and diseases, strikes in other companies than the Seller's own company, wild-cat strikes or political strikes in the Seller's business, a general shortage of required raw materials and other affairs or services that are required for accomplishing the agreed performance, non-fulfillment of delivery obligations by one or other third parties of which the Seller is dependent and general transport problems.
- If the Seller cannot carry out the delivery because of force majeure, the Seller must inform the Buyer of the circumstances in writing as soon as possible.
- In the event of force majeure, the parties will agree a change to the purchase agreement in writing or partial annulment of the purchase agreement. In these cases, the Seller is not obliged to pay any kind of damages.
- If the parties cannot agree on a change or dissolution within 10 days after the written notice of the circumstances in question, either of the parties may bring the matter before the court competent in accordance with Article 15 or may seek dispute resolution.

Article 9 Unforeseen circumstances for the Buyer

- In the event of unforeseen circumstances that are so serious that the Seller may not reasonably expect that the purchase agreement concluded will remain in effect unchanged, both parties will agree a change to the purchase agreement or complete or partial dissolution of the purchase agreement.
- If the parties cannot agree on a change or dissolution within 10 days after the written notice of the circumstances in question, either of the parties may bring the matter before the court competent in accordance with Article 15 or may seek dispute resolution.

Article 10 Guarantees and complaints

- The Seller guarantees that the products to be delivered on the basis of the order will comply with the requirements set out in the applicable regulations of Dutch testing authorities in effect at the time of concluding the agreement.
- The Seller does not guarantee the genuineness of the products that are generally known to branch back.
- The Seller does not guarantee the growth and blossoming of the products delivered.
- The Seller has indicated a germination rate for the delivered seeds, then this is exclusively based on reproducible laboratory tests. No direct relationship can be assumed between the germination rate as indicated and germination of the seed when used by the Buyer. The stated germination rate only indicates the germination power of the seed at the time of testing and for the circumstances under which the test was conducted. Germination is amongst other things subject to the location, growing measures or climatic conditions as occurring at the Buyer's place of business.
- Any possible guarantee from the side of the Seller becomes defunct if the Buyer processes the items or has these processed, repackaged or has these repackaged or uses these inappropriately.
- The Buyer needs to investigate the bought items at delivery or as soon as possible after delivery. In doing this, the Buyer has to check whether the delivered goods comply with the agreement, namely:
 - Whether the correct items were delivered;
 - Whether the quantity of the delivered items corresponds to what was agreed;
 - Whether the delivered items comply with the agreed quality standards or, in case no quality standards were agreed upon, to the standards that can be expected to be set for normal use and/or trade activities.
- Complaints regarding visible defects, including those regarding the quantity, size or weight of the products delivered, must be indicated to the Seller within two days after delivery and the Seller must be informed in writing within eight days.
- Complaints regarding non-visible defects must be indicated to the Seller immediately after detection (within two days at the latest) and the Seller must be informed in writing within eight days.
- Complaints always have to be communicated to the Seller at such a time that the Seller is able to check the delivered items.
- Complaints must also be indicated to the Seller at such time that the Seller can check the plant material in question. The Seller must also keep a record of the use of the products and, if the products are resold, of its buyers. If the Buyer does not submit its complaint within the specified periods of time, the complaint will not be considered and the Buyer's rights will cease.
- A complaint must at least include:
 - An explicit reference to the subject matter of the defect;
 - The storage location of the cultivation material to which the complaint refers;
 - A listing of the facts on the basis of which it can be determined that the products delivered by the Seller and those rejected by the Buyer are the same.
- In the case of a permanent dispute between parties it is possible to have the items (re) examined by an independent expert ('Horticulture'), domiciled in 'NoHoelarensveen' (Netherlands) at the request of one of the parties, on condition that the loser shall pay. The Buyer must in any case pay the relevant costs in advance. The re-examination is carried out on the basis of an acknowledged sample. The result of this (re)examination is binding for both parties to the extent that the Seller's responsibility or culpable negligence, the consequences of this result to the bodies as mentioned in article 15.
- Complaints with regard to a part of the delivered items cannot be any reason for the Buyer to reject the entire delivery.
- The Buyer is obliged to check the delivered quantity of the delivered batch on receipt or to request a check of the quantity of both parties in the event of a certified deviation in quantity to the Seller in accordance with paragraph 8 of this article.
- Issuing a complaint does not suspend the Buyer's obligation to pay, regardless of any justification of a complaint.

Article 11 Information provision

- Any information as provided by the Seller of any nature is entirely free of engagement. Descriptions, recommendations, and illustrations in brochures and leaflet are adjusted as accurately as possible to experiences and practical tests. However, on the basis of this specific disease immune being an absolute concept, and/or resistant to the disease, the ability of the plant to resist or delay the development of a specific disease; by 'tolerant' is meant: the ability of the plant to sustain a specific disease or damaging environment, with minor adverse effects on its growth and production; by 'susceptible' is understood: the inability of the plant to hinder or counteract the growth or development of a specific disease or damaging environment.

Article 12 Liability

- All liability regarding non-timely delivery is hereby excluded, unless the ultimate agreed delivery date is exceeded by more than seven days.
- If the delivery is delayed by more than seven days, the Seller must be given written notice, whereby the Buyer set a reasonable period for the seller to fulfil his obligations nonetheless.
- The Seller is not liable for damage caused by force majeure as indicated in article 8.
- The compensation as paid by the Seller for any possible damages suffered by the Buyer in case of a complaint submitted in conformity with article 10 and/or in case of proof of default by Seller as a result of late delivery as meant in article 12, paragraphs 1 and 2, will not exceed the invoice value of the delivered, to which the apparently appropriate complaint relates, less the compensation for the Seller's responsibility or culpable negligence. The Seller is not under no circumstances answerable for any kind of consequential loss, lost turnover or loss of profits.
- In the event of a partial failure of the harvest as a result of the products delivered for the Buyer the compensation being an absolute concept, and/or resented by the Buyer will not exceed a percentage of the purchase price of the products delivered, which is at most equal to that portion of the harvest that has failed for the Buyer. If, when damage is reported, the Seller and Buyer jointly or a third party determines the percentage of deviating, diseased or weak plants, this percentage will determine the Seller's maximum liability. The Buyer is obliged to ensure that damage as a result of deviating, diseased or weak plants is limited as much as possible.
- Damage compensation may not be deducted by the Buyer from any outstanding account payable to the Seller and does not entitle the Buyer not to pay the invoice amount, or not to do so by the invoice payment date.
- Both parties are obliged to ensure that any damage is limited as much as possible.
- Each possible claim regarding compensation for damages pursuant to these General Terms expires, if and as soon as one year has passed since the delivery of the products in question when the claim has not been submitted to the Seller in writing.
- Seeds of horticulture products and edibles, horticulture or the horticulture products produced from seeds are under no circumstance intended for human and/or animal consumption.
- Compensation can only be paid if the complaint has been submitted in accordance with Article 10. There is no liability that was justified and if culpable or deliberate negligence on the part of the Seller is involved. Moreover, compensation will be limited to that part of the delivery to which the complaint relates.

Article 13 Transfer of ownership, retention of ownership and surety

- Except for the time period for this article, ownership of the products is transferred to the Buyer at the time of delivery under article 5 of these General Terms.
- The Seller will retain ownership of the products he has delivered and will retain or acquire ownership of the products arising from them until the agreed price has been paid in full by the Buyer and the Buyer has completely fulfilled all his other obligations to the Seller or any guarantors.
- If there is any doubt in the mind of the Seller regarding the ability of the Buyer to pay, the Seller will be entitled to defer performances until the Seller has sturdily surety for payment or to terminate the agreement by cancellation, if the Buyer has not provided surety for

payment within fourteen days after being ordered to do so, notwithstanding the terms of article 4, paragraph 1. In both cases, the Buyer will be liable for the expenses incurred by the Seller of ownership.

- The items as delivered by the Seller, which come under the reservation clause by virtue of paragraph 2, should only be sold on or used within the framework of ordinary activities. In case these are sold on, the Buyer is obliged to insist on a reservation clause from their customers.
- The Buyer must store the products delivered under retention of ownership with due care and clearly marked as the Seller's property.
- If the Buyer fails to meet its payment obligations or is experiencing or is at risk of experiencing financial difficulties, the Seller may recover the products delivered under retention of ownership that are still on the Buyer's premises. The Buyer will at all times give the Seller free access to its sites and/or buildings to inspect the products and/or to exercise its rights.
- Until such time as ownership of the products passes to the Buyer, the Buyer may not pledge, lease or otherwise encumber the products.

Article 14 Contractual protection or protection under breeders' rights of original species

- Starting material and plant material of species protected by a breeders' right applied for or granted in the Netherlands or any other country or by a contractual transfer provision may not be used to produce or further reproduce the species. Moreover, illegally propagated starting material and plant material may not be:
 - treated for the purpose of reproduction;
 - brought into the realm of commerce;
 - traded further;
 - exported;
 - imported, or kept in stock for one of these purposes.
- The starting material delivered may be used by the buyer only to cultivate end products at the Buyer's business and may be used by the Buyer only under the relevant species name and brand name if applicable.
- The Seller is entitled to access to the business of the Buyer or lots under the Buyer's control where the starting or plant material delivered by the Seller is located to view and/or assess said material. The Seller will inform the Buyer of his arrival in a timely manner.
- The Buyer is obliged to provide immediate access to his business and the crops for inspection authorities carrying out inspections on behalf of the owner of a protected species delivered to him. The Buyer must also provide immediate access to his records, e.g. invoices, that are relevant to such inspection.
- If the Buyer finds a mutant in the protected species, he must immediately inform the holder of the breeders' right in writing.
- At the written request of the holder of the breeders' right, the Buyer will provide the holder of the breeders' right, free of charge, within two months of receiving the request, with test material of the mutant, free of charge.
- The Buyer is aware that the finder of a mutant, being a significant derived species, in connection with the permission of the holder(s) of the breeders' right regarding the 'parent species' to exploit the mutant.
- In particular, the Buyer is aware that the finder of a mutant requires the permission of the holder of the breeders' right regarding the 'parent species' to carry out the actions indicated in paragraph 1 regarding all material of the species, including harvested material (hence also flowers, plants and/or plant parts).
- The Buyer is obliged to provide all co-operation desired by the seller, including cooperating in collecting evidence, in the event that the Seller becomes involved in proceedings regarding breeders' rights or other industrial property rights.
- The Buyer grants permission to wholesalers, auctions, importers and/or exporters to provide information to the holder of plant breeders' rights and/or its representative concerning the quantity of harvested product of the varieties of the holder of the plant breeders' rights traded by the Buyer. Furthermore, the Buyer specifically grants the auctions permission to provide information to the holder of plant breeders' rights and/or its representative concerning the quantity of product traded by it at the auction under the code 'other'.

Article 15 Special guarantees given by the Buyer to the Seller

- International sales:**
 - The Buyer guarantees:
 - that it complies with and will continue to comply with each relevant country's sanction regulations that apply to the implementation of the concluded agreement ("Sanction Legislation"),
 - that it will not directly or indirectly sell, transfer or deliver the sold goods or make them available in any other manner to natural persons, legal entities, groups, government organisations or other organisations that have been sanctioned under the Sanction Legislation, and
 - that the obligations set out in a) and b) of this article will also be imposed on any party to which it resells or supplies products it has bought from the Seller.
 - International anti-corruption legislation**
 - The Buyer guarantees:
 - that it at all times complies with each relevant country's anti-corruption regulations applicable to the implementation of the concluded agreement ("Anti-corruption Legislation"),
 - that it strictly prohibits any offer to and any acceptance by the Buyer's staff or board members of any items or services that can be expressed in monetary terms, such as gifts, travel entertainment, etc. that are clearly intended as an incentive to act in a specific manner in connection with an existing agreement or the conclusion of an agreement,
 - that it will not directly or indirectly offer, promise or give anything to any political party, campaign, government body, civil servant or any public institutions, state-owned companies, organisations, international institutions, etc. or their staff, with the aim of acquiring or retaining an improper advantage in connection with the agreement or the Seller,
 - that it will not offer, promise, give or accept anything from a business contact in connection with the agreement and its implementation or the Seller unless there are reasonable grounds to do so and such action is reasonable in the context of day-to-day business and otherwise complies with local legislation, and
 - that it will notify the Seller immediately if it becomes aware of any situation in breach of the agreement and its implementation that may be in breach of Anti-corruption Legislation.
 - If the Buyer fails to comply with its obligations arising from this article or fails to do so in time or properly, the Seller will have the right to suspend the implementation of the agreement with immediate effect or to terminate the agreement without further notice of default. The Seller will not be obliged to pay for any resultant damage suffered by the Buyer, whereas the Buyer will be fully liable for any damage suffered by the Seller as a consequence of the Buyer's failure to comply with this article.

Article 16 Dispute settlement

- Dutch law applies to all agreements to which these general terms apply in whole or in part.
- Unless arbitration was mutually agreed by both parties, any dispute will be settled by the civil judge with jurisdiction to hear and determine at first instance at the location of the Seller, except when the applicable rules of the law selected in article 15, paragraph 1 are imperative and force parties to declare a different judge as competent.
- However, in the case of a dispute, parties will in the first instance attempt to arrive at a solution by mutual agreement or through mediation, before parties put the dispute to an arbitration committee or to the civil judge.
- If the Seller and the Buyer are not domiciled in the same country, then the 'United Nations Convention on the International Sales of Goods' (the Vienna Sales Convention) is also applicable, for as far as this does not divert from these terms and conditions and for as far as these are not in violation with the imperative law in the country of the Seller.

Article 17 Applicability of the appendix

In addition to these general terms and conditions, the 'regulation regarding surcharge percentages to be charged in the case of diverting germination rates' as included in the appendix has to be deemed applicable with respect to the agreement. This means that this appendix is this part of the agreement to which the present general terms and conditions are also applicable.

Article 18 Final clause

If and inasmuch as one party or provision of these General Terms proves to be contrary to any provision of national or international law, it will be deemed not agreed on and these General Terms will otherwise bind the parties. The parties will then confer to arrive at a new provision corresponding as much as possible to what the parties intended.