Article 1 Definitions

1. These general terms apply to all offers, sales, deliveries and agreements made by the Seller to the Buyer. The Buyer and the Seller are hereinafter referred to as the "parties", the Buyer as "the Buyer" and the Seller as "the Seller". The term "contract" refers to every agreement the parties have entered into or in respect of which the terms and conditions of sale apply.

2. All agreements and contracts made by the Seller are subject to these terms and conditions of sale. The Buyer may not deviate from these terms and conditions of sale, unless both parties have agreed to such deviation in writing. All offers are exclusively subject to these terms and conditions of sale. All offers, orders and agreements made by the Seller are subject to these terms and conditions of sale, unless the Buyer has made a written agreement to these terms and conditions of sale.

3. The Buyer expressly agrees with the suspension in exchange for a guarantee.

4. If the Buyer cancels the agreement, he will immediately owe 25% of the gross sale value of the products delivered.

5. Complaints regarding non-visible defects must be indicated to the Seller immediately after delivery.

6. The Buyer is aware that the finder of a mutant, being a significant derived species, in the case of testing and for the circumstances under which the test was conducted. Germination is defined as the state of an seed after it has absorbed water and undergone a specific sequence of events known as the germination process.

7. The Buyer is obliged to store the products delivered under retention of ownership with due care and storage conditions. In case of retention of ownership under this agreement, the Buyer will return the products to the Seller immediately after cancellation of the agreement.

8. If the Buyer in default or otherwise fails in fulfilling one of his obligations, all monies remaining in the account of the Buyer will be applied to and offset against all claims of the Seller to the Buyer. The Buyer will pay the Buyer's costs of the retention of ownership, which includes the transport costs from the Buyer to the Seller. The Buyer is liable to pay the Buyer's costs of the retention of ownership, which includes the transport costs from the Buyer to the Seller.

9. The Buyer is liable to pay the Buyer's costs of the retention of ownership, which includes the transport costs from the Buyer to the Seller.

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