

General Terms and Conditions of Sale and Delivery (GCSO) of Rijk Zwaan Welver GmbH

1. General terms and conditions

- 1.1 The following terms and conditions apply to all offers, deliveries and related legal transactions between Rijk Zwaan Welver GmbH (hereinafter referred to as the Seller) and the Buyer, which relate to seeds under the Seed Marketing Act.
- 1.2 These terms and conditions shall exclusively apply to farmers and other entrepreneurs within the meaning of section 14 BGB (German Civil Code).
- 1.3 The GCSO Seeds shall be accepted by the Buyer at the latest upon receipt of the first delivery and shall apply for the entire duration of the business relationship. This shall not apply if the Buyer did not have any opportunity to take note of the contents of the GCSO prior to the first conclusion of the contract.
- 1.4 Amendments to these terms and conditions shall be notified to the contractual partner in text form. The amendments shall be deemed approved if the contractual partner does not object in written form within six weeks of notification. The user shall specifically draw the attention of the contractual partner to this legal consequence upon notification of the changes.
- 1.5 Conditions of the Buyer deviating from the General Terms and Conditions for Seeds as well as other agreements such as guarantees, amendments and subsidiary agreements shall only be effective if the Seller expressly agrees to the relevant conditions or agreements.
- 1.6 If legal transactions are concluded orally or by telephone subject to written confirmation, the content of the letter of confirmation shall be deemed agreed unless the recipient objects immediately. This legal consequence will be referred to in the letter of confirmation.
- 1.7 All offers and prices are made in Euro and include the pure value of the goods excluding statutory value added tax. The prices are net prices and apply to the delivery EXW Welver, Incoterms 2020. Transport costs will be charged proportionately to the Buyer.
- 1.8 The Seller reserves the right to change prices periodically. With each new price list, the previous price list loses its validity insofar as it concerns orders placed after the publication of the new price list.
- 1.9 If the desired order quantity differs from the Seller's standard packaging units or their multiples, the Seller shall be free to deliver the next larger quantity.
- 1.10 The weights and quantities stated are net.
- 1.11 An offer made to the Buyer or a sales agreement between Buyer and Seller does not imply and must in no event be construed as an implied license to the Buyer in respect of any intellectual property in the products offered or sold.

2. Quality agreement; GMO entries

- 2.1 The agreed quality of the seed in accordance with section 434 subsection 1 sentence 1 BGB is exclusively the following:
 1. The seed is true to species and variety;
 2. Seed produced in Germany meets the requirements of annex 3 to the Seed Regulation On Agricultural Species And Vegetable Species of 21 January 1986, as amended; seed produced in other countries meets the requirements of the relevant European Seed Regulation.
- 2.2 The varieties from which seed is supplied for sowing are varieties which are not subject to the regulatory requirements of genetic engineering law⁽¹⁾. In the production of these seeds, methods have been used to avoid the adventitious presence of genetically modified organisms (GMOs) requiring regulation. Seed propagation takes place in open fields under natural conditions with airborne pollen dispersion. It is therefore not possible to rule out the adventitious presence of GMOs completely and to ensure that the seed supplied is free from any traces of GMOs.
- 2.3 Unless otherwise agreed, the following shall apply: the Seller shall supply seed for the production of plants. The seed delivered is not intended for human or animal consumption, neither in its processed nor unprocessed state. Plants growing from the seed delivered may only be used as food and/or feed after complete separation from the seed. In particular, the seed must not be used for production of products of which the sprouts and seeds are eaten as a unit. The Seller shall not be liable for substances and/or microorganisms which are not relevant under seed law and which are found on or in the delivered seed corns, unless specific treatment of the seed with microorganisms and/or micronutrients has been agreed separately.

3. Seed treatment

- 3.1 Unless otherwise agreed, seed that is normally treated is to be supplied in an appropriately treated form.
- 3.2 If the Buyer wishes to invoke a defect in the delivered goods after an initial or additional treatment carried out by him or on his behalf, he must provide suitable evidence that the defect already existed before the - initial or additional - treatment or other treatment carried out by him or the third party. In particular, a security sample drawn before treatment in accordance with clause 8.2 shall be considered as suitable evidence.

4. Delivery and delivery dates

- 4.1 If a delivery date or a delivery period has been agreed, the Buyer has to inform the Seller without further request at least five working days before the date or the beginning of the period of the place where delivery is to take place ("shipping order"). If the shipping order is not received on time, the Seller may withdraw from the contract and demand damages instead of performance if it has set the Buyer a grace period of at least three working days and has not received a shipping order within this grace period. Delivery dates and delivery periods shall be extended by the duration of the grace period. The same shall apply accordingly if, contrary to the agreement, the shipping order only concerns a part of the delivery, with regard to the part no shipping order has been received for yet.
- 4.2 If the delivery period is determined only after the time at which the shipping order reaches the Seller, prompt delivery in accordance with sub-clause 4.4 shall be deemed to have been agreed in case of doubt.
- 4.3 If it has been agreed that the Buyer must issue the shipping order on a specific date or within a period of time, the provisions of sub-clause 4.1 shall apply with the exception of the first sentence. In the absence of such an agreement, the Seller shall set the Buyer a reasonable deadline for the issue of the shipping order; the provisions of clause 4.4 shall then apply with the exception of the first sentence.
- 4.4 Unless otherwise agreed, delivery shall be made with the clause:
 - "Immediately", within five working days of receipt of the shipping order;
 - "Prompt", within ten working days of receipt of the shipping order;
 - "Beginning of a month", in the period from the 1st to the 10th inclusive;
 - "Middle of a month", in the period from the 11th to the 20th inclusive;
 - "End of a month", in the period from the 21st to the end of the month;
 - "Sowing in good time", at the earliest within five working days of receipt of the shipping order.
- 4.5 If an approximate delivery has been agreed, a deviation in the delivery quantity of up to five out of one hundred of the quantity specified in the contract shall be in accordance with the contract. In the event of such a deviation, the total purchase price to be paid must be calculated in accordance with the deviation in quantity.
- 4.6 The Buyer is obliged to accept partial performance, unless this is unreasonable for the Buyer in individual cases.
- 4.7 If the Seller does not deliver in due time, the Buyer has to grant the Seller a grace period of at least three working days. Sub-clause 4.6 shall apply mutatis mutandis to deliveries within the grace period. If the Seller does not deliver within the grace period or does not deliver in accordance with the contract, the Buyer may withdraw from the contract and, if the Seller is responsible for the breach of duty, claim damages instead of performance.
- 4.8 If, despite setting a reasonable deadline for subsequent performance, the Seller has effected only a partial performance, sub-clause 4.7 sentence 3 shall apply mutatis mutandis with respect to the non-implemented partial performance. However, the Buyer may only withdraw from the entire contract and demand damages instead of performance if it has no interest in the partial performance.
- 4.9 The Buyer may not withdraw from the contract and claim damages in lieu of performance if the Seller has failed to deliver up to five percent of the quantity specified in the contract; any breach of duty on the part of the Seller shall be irrelevant in this respect. In the case of an approximate delivery pursuant to sub-clause 4.5 sentence 1 shall apply if the Seller has delivered up to ten per cent too little of the approximate quantity specified in the contract. The other statutory warranty claims remain unaffected.
- 4.10 All sales are subject to the reservation of the possibility of delivery. Here, the Seller does not assume the procurement risk. The Seller shall not be obliged to deliver if it is impossible for the Seller to deliver the goods for legal or factual reasons. This is particularly the case if
 - the upstream supplier with whom the Seller has concluded a legal transaction in order to fulfil its delivery obligation towards the Buyer does not fulfil its obligation to supply the Seller correctly and on time;
 - the competent recognition authority refuses to recognise the delivery;
 - the delivery from own propagation is expressly or tacitly agreed and the goods from own propagation are used up. An obligation of the Seller to pay damages due to non-delivery in these cases shall be determined in accordance with sub-clause 9.
- 4.11 The seller may decide not to execute a sales agreement if the seller believes that the execution of that agreement would constitute a breach of (international) law.

5. Dispatch

- 5.1 Unless the parties agree otherwise, the Seller shall determine the method of shipment of the goods and the place of loading for the goods. A share in the cost of transport and transport surcharges due to special requirements of the Buyer shall be passed on to the Buyer.

6. Payment

- 6.1 The place of performance for payments shall be the Seller's place of business.
- 6.2 Unless otherwise agreed, payment shall be due without any deduction immediately upon receipt of seed and invoice and within 30 days of receipt of invoice. The statutory regulation of section 286 BGB² applies to default.
- 6.3 The seller is only obliged to accept bills of exchange if expressly agreed. Bills of exchange and cheques shall in any case only be accepted on account of payment, so that the purchase price claim only expires upon payment of the amount stated in the bill of exchange or cheque and only in this amount.

(1) Regulatory requirements of genetic engineering law refers to the regulatory requirements of Directive 2001/18/EC, Regulation (EC) No. 1829/2003, Regulation (EC) No. 1830/2003 as well as the Act on the Regulation of Genetic Engineering (GenTG) and the Act on the Implementation of the Regulations of the European Community or the European Union in the Field of Genetic Engineering and on the Labelling of Food Produced without the Application of Genetic Engineering Processes (EGGenTDurchG) as well as other ancillary provisions.

- 6.4 If the Seller becomes aware of a significant deterioration in the financial circumstances or solvency of the Buyer, the Seller shall be entitled to demand immediate payment of all claims arising from the business relationship, including deferred claims and claims arising from bills of exchange, and to make further deliveries dependent on advance payment or the provision of security. If a deadline has been set for this advance payment, the Seller shall be entitled to withdraw from the contract and demand damages instead of performance after the unsuccessful expiration of the deadline.
- 6.5 Offsetting against claims of the Seller is only permissible with undisputed or legally determined counterclaims. The assertion of rights of retention that are not based on the same contractual relationship is excluded.

7. Notice of defects

- 7.1 If the Buyer is a merchant, the Buyer must inspect the seed immediately, at the latest within two working days of delivery. If the seed is purchased in closed containers for the purpose of resale, the obligation to inspect shall apply only if the container is opened or if there are indications, e.g. on the packaging, indicating a defect in the seed.
- 7.2 If the Buyer is a merchant, the Buyer must notify the Seller of any obvious defects in the seed immediately, at the latest within three working days of delivery. Non-obvious defects must also be notified to the seller by the Buyer who is a merchant without delay, at the latest within two working days of discovery. The moment of receipt of the complaint by the Seller is decisive. The Seller may request the Buyer to give notice of defects in writing, thereby extending the periods in sentences 1 and 2 to five working days, whereby the receipt of the notice of defects by the Seller shall be decisive.
- 7.3 If the Buyer is an entrepreneur but not a merchant, the periods stated in 7.1 and 7.2 shall be extended by two working days in each case.

8. Sample drawing, obtaining expert opinion

- 8.1 If, after delivery, the Buyer discovers a defect he wishes to refer to, he shall immediately have an average sample in accordance with 8.2 drawn from the merchandise delivered, provided that seed is still available. An average sample need not be drawn if the Seller has acknowledged the defect.
- 8.2 In accordance with the sampling regulations of the Verband Deutscher Landwirtschaftlicher Untersuchungs- und Forschungsanstalten (Association of German Agricultural Analytic and Research Institutes), the average sample must be taken and generated by a person appointed or obliged to do so by a Chamber of Agriculture, a Chamber of Industry and Commerce or a competent authority. Three identical partial samples shall be generated from the average sample. One partial sample must immediately be sent to Naktuinbouw (the Netherlands Inspection Service for Horticulture), with its head office in Roelofarendsveen in the Netherlands, or another objective and independent body agreed by the Buyer and the Seller, for examination. The second partial sample must be sent to the Seller and the third partial sample remains with the Buyer. If one of the parties disputes the result of the inspection by the seed testing station called upon, the partial sample remaining with that party shall immediately be sent for inspection to another seed testing station not yet involved in the inspection, designated by the seed certification agency responsible for the buyer under national law. The findings of the second seed testing station shall be binding on both parties if they correspond to the findings of the first seed testing station. If the findings do not correspond, the remaining partial sample shall immediately be sent for examination to another seed testing station not yet involved in the examination, which in turn shall be designated by the seed certification agency responsible for the Buyer under national law. The findings of the third seed testing authority shall be binding on both parties if they coincide with one of the findings of the seed testing authorities previously involved. In the absence of such agreement, the mean value of the three tests shall be taken as the established result.
- 8.3 If seed is no longer available and if the Seller of the seed does not immediately recognise a notice of defect by the Buyer, an inspection of the crop by a suitable expert shall be carried out immediately, to which both the Seller and the Buyer shall be invited. The expert shall be appointed by the competent seed certification agency under national law in whose area the inspection is to take place. The purpose of the inspection by the expert is to establish the facts and to determine possible causes of the material defect. This provision shall not apply if the seed has been acquired for the purpose of resale.

(2) Section 286 BGB: Default of the debtor (1) If the debtor does not pay after a reminder from the creditor, which takes place after the due date, he shall be in default by the reminder. The collection of the complaint on the achievement as well as the service of a default summons in the default action are equivalent to the reminder. (2) The reminder shall not be required if 1. a time according to the calendar is determined for the performance, 2. an event has to precede the performance and a reasonable time for the performance is determined in such a way that it can be calculated from the event according to the calendar, 3. the debtor seriously and definitively refuses the performance, 4. the immediate occurrence of the default is justified for special reasons under consideration of the mutual interests. (3) The debtor of a payment claim shall be in default at the latest if he does not make payment within 30 days of the due date and receipt of an invoice or equivalent payment statement; this shall apply to a debtor who is a consumer only if special reference has been made to these consequences in the invoice or payment statement. If the date of receipt of the invoice or payment schedule is uncertain, the debtor who is not a consumer shall be in default no later than 30 days after the due date and receipt of the consideration. (4) The debtor shall not be in default as long as the performance is omitted due to a circumstance for which he is not responsible. (5) For an agreement on the occurrence of default deviating from paragraphs 1 to 3, § 271a paragraphs 1 to 5 shall apply mutatis mutandis.

9. Claims for defects and liability

- 9.1 The Seller shall only be obliged to pay damages for breach of duty in the case of intent and gross negligence, unless the Seller injures the life, body or health of the Buyer or violates an essential contractual obligation, the fulfilment of which is indispensable for achieving the purpose of the contract.
- 9.2 In the case of material defects for which the Seller is liable, he shall, at his discretion, remedy the defect or make a replacement delivery. Only if the repair or replacement delivery has failed, the Buyer may reduce the purchase price or withdraw from the contract and, if the Seller is guilty of intent or gross negligence, claim damages instead of delivery. Sentence 2 shall not apply if the existence of the material defect constitutes a material breach of contractual duty and the fulfilment of this contractual duty is indispensable for achieving the purpose of the contract.
- 9.3 Claims for defects and claims for breach of duty that do not relate to material defects or defects of title shall become statute-barred one year after delivery of the seed. This does not apply in the cases of section 309 No. 7 a and b German Civil Code. Section 438 subsection 3 German Civil Code remains unaffected.
- 9.4 Claims for damages due to negligent violation of essential contractual obligations are limited to the contractually typical foreseeable damage.
- 9.5 Insofar as liability is excluded or limited, this shall also apply to the personal liability of the Seller's employees, staff, representatives and vicarious agents.

10. Duty to mitigate damages

- 10.1 The Buyer must take all reasonable measures that are suitable to reduce the damage. If the damage could have been averted or reduced if the defect had been notified as soon as it had become apparent, this shall also be taken into account when assessing the compensation for damages.

11. Retention of title, assignment by way of security

- 11.1 All goods delivered by the Seller to the Buyer shall remain the property of the Seller until all claims arising from the business relationship with the Buyer have been settled (reserved goods). This shall also apply if individual or all of the Seller's claims have been included in a current account and the balance has been struck and acknowledged. This shall also apply to claims arising from cheques and bills of exchange established in connection with the business relationship.
- 11.2 Any treatment or processing of the reserved goods in accordance with 12.1 shall not give the Buyer any ownership, as the Buyer shall do so on behalf of the Seller, without the Seller incurring any obligations as a result. If the reserved goods are processed, combined, mixed or blended with other goods not owned by the Seller, the Seller shall be entitled to the resulting co-ownership share in the new item in the ratio of the value of the reserved goods to the other processed goods at the time of processing, combining, mixing or blending. If the Buyer acquires sole ownership of the new item, the Seller and the Buyer agree that the Buyer shall grant the Seller co-ownership of the new item in proportion to the value of the processed or combined, mixed or blended goods subject to retention of title and shall keep them in safe custody for the Seller free of charge.
- 11.3 The Buyer may only resell or use the reserved goods for sowing in the ordinary course of business.
- 11.4 The crop from the seed delivered by the Seller is transferred to the Seller as security once the seed has been separated from the soil until all claims arising from the business relationship have been settled in full and is held in safe custody by the Seller free of charge.
- 11.5 All claims of the Buyer arising from a resale of the reserved goods are assigned to the Seller at the time of the conclusion of the contract as security for all claims of the seller arising from the business relationship. The Buyer shall be entitled to collect these claims for the Seller's account until revoked by the Seller. The authority of the Seller to collect the claims himself remains unaffected by this. However, the Seller undertakes not to collect the claims as long as the Buyer duly fulfils his payment and other obligations.
- 11.6 The Buyer is obliged to insure the reserved goods adequately at his own expense, insofar as this is customary, and to notify the seller immediately of any damage. In this respect, claims from the insurance contract are assigned to the Seller in advance until all claims from the business relationship have been settled in full.

12. Use of the seed

- 12.1 The Buyer undertakes to use the seed for the intended purpose only. In particular, the Buyer may not use the seed for the production of propagating material without the prior written permission of the respective holder of the plant variety right, the granting of which is at the free discretion of the holder of the plant variety right.
- 12.2 If the Buyer breaches an obligation under clause 12.1, the Buyer, at the request of the Seller or the holder of the plant variety right, shall pay the holder of the plant variety right a contractual penalty equal to three times the purchase price of the seed. This shall not affect the Buyer's obligation to pay further damages.
- 12.3 The Seller does not guarantee that the goods delivered comply with the purpose for which the goods are used by the Buyer. The Buyer expressly acknowledges that, even with the highest quality, success in growing depends to a considerable extent upon the cultivation methods, soil and weather conditions.
- 12.4 All quality data provided in writing by the Seller shall be based exclusively on reproducible tests. These quality data shall indicate only the result obtained by the Seller at the time the tests are carried out and for the circumstances relevant to such tests. No direct relation may be assumed between the data as provided and the results obtained by the Buyer. The result obtained by the Buyer depends, among other things, on the location, the cultivation and growing conditions, for example the sowing substrate used, and/or the climatic conditions.

13. Disputes

- 13.1 If the parties to the sales agreement are merchants, all disputes arising out of or in connection with the sales agreement shall, at the option of the claimant, be settled by an arbitration panel for seed disputes or by an ordinary court. The arbitration panels for seed disputes are published on the homepage of the BDP (Bundesverband Deutscher Pflanzenzüchter / German Plant Breeders' Association).
- 13.2 The competent court shall be the arbitration panel for seed disputes or the ordinary court having jurisdiction over the opponent's place of business, unless the parties agree otherwise.
- 13.3 Arbitration proceedings shall be governed by the Order of Procedure of the competent arbitration panel.

14. Cultivation advice, variety descriptions, recommendations

- 14.1 The cultivation advice provided by the Seller is non-binding. Cultivation advice, descriptions, recommendations and illustrations, in whatever form, are based as precisely as possible on experiences gained in trials and practice. In no event shall the Seller be liable on the basis of this information for any deviating results which may be achieved. The Buyer is obliged to determine himself whether the goods are suitable to be used for the intended yields under local conditions.
- 14.2 The definitions of terms used by the Seller for the reaction of plants to pests or pathogens are as follows:
Susceptibility is the inability of a plant variety to restrict the growth and development of a specified pest.
Resistance is the ability of a plant variety to restrict the growth and development of a specified pest and/or the damage they cause when compared to susceptible plant varieties under similar environmental conditions and pest pressure. Resistant varieties may exhibit some disease symptoms or damage under heavy pest pressure.
Two levels of resistance are defined:
High resistance (HR): plant varieties that highly restrict the growth and development of the specified pest under normal pest pressure when compared to susceptible varieties. These plant varieties may, however, exhibit some symptoms or damage under heavy pest pressure.
Intermediate resistance (IR): plant varieties that restrict the growth and development of the specified pest but may exhibit a greater range of symptoms or damage compared to plant varieties with high resistance. Plant varieties with intermediate resistance will still show less severe symptoms or damage than susceptible plant varieties when grown under similar environmental conditions and/or pest pressure.
It is to be noted that if a resistance is claimed in a plant variety it is limited to the specified biotypes, pathotypes, races or strains of the pest. If no biotypes, pathotypes, races or strains are specified in the resistance claim for the variety, it is because no generally accepted classification of the cited pest by biotype, pathotype, race or strain exists. New biotypes, pathotypes, races or strains that may emerge are not covered by the original resistance claim.
Immunity is when a plant is not subject to attack or infection by a specified pest.

15. Use of trademarks, logos and other

- 15.1 Unless otherwise agreed in writing, the Buyer may not use, register or cause to register any trademark, logo or other symbol used by the Seller to distinguish the Seller's products from those of other companies. Trademarks, logos or other symbols used by the Buyer must be clearly distinguishable from those of the Seller. An exception is made for trade in products in their original packaging on which the Seller itself has affixed, or has had affixed, trademarks, logos or other symbols.
- 15.2 In the event of resale of the goods delivered to a third party, this provision shall also apply to the Buyer under penalty and payment of damages.

16. Additional conditions for the sale of seeds per square metre

- Rijk Zwaan applies different calculation methods for certain vegetable crops and varieties. Currently, for tomato, aubergine and cucumber varieties, the price for the variety is calculated per square metre of cultivation area (net).
- 16.1 Seed quantity
The quantity of plants required is jointly determined by the Seller and the vegetable producer and documented on the order form. The starting point for seed sales per square metre is the area under cultivation (net) in square metres. First, the number of square metres on which the customer wants to grow plants is determined. The area under cultivation shall also be documented in the order form. Depending on the vegetable crop, the basis for calculation is a maximum number of plants per square metre (tomatoes 2.5 and cucumbers 1.5 plants/qm). Special agreements between Seller and Buyer shall be recorded in writing on the order form. A deviation from the calculation basis can have consequences for the square metre price. The quantity of seed to be delivered is calculated by Rijk Zwaan for the variety ordered, for the cultivation system (grafted, single-stem or multiple-stem) and according to seed germinability.
 - 16.2 Price calculation
The price per square metre, as stated in the order form, is only valid for the specified growing period. "Net" means that only this area may be used for plant production. This number of square meters is the basis for price calculation. Invoicing for the square metre surface determined will take place after delivery of the seeds to the Buyer (grower or distribution partner).
 - 16.3 Use of the seeds
The vegetable producer shall use the seed only for one single crop production, for the specified number of square metres and in the growing period specified in the order form. In the event that a variety is grown on more square meters than the previously determined one, the vegetable producer shall pay the Seller double

the price per square meter for each square meter exceeding the number of agreed square meters. If seed remains after the period in which the young plants are grown, the vegetable producer is obliged to return the seed not needed to the Seller. The Buyer shall return the surplus seed to the Seller freight forward. The vegetable producer is not authorised to pass on seed or any other material of a variety, in any form whatsoever, to third parties. However, the customer is allowed to give seed to a young plant raiser if the young plant raiser uses the seed only for the production of young plants for the vegetable grower, in accordance with the number of square metres and the growing period as stated in the order form.

17. Additional conditions for the sale of seeds purchased online

In addition to the aforementioned terms and conditions, the following terms and conditions apply to the use of the online store of the Seller and all offers made and agreements concluded between the Seller and the Buyer through this online store, including all related services provided by the Seller.

17.1 Account

The Buyer may need an account to order goods from the online store of the Seller. The Buyer is responsible for safeguarding its account, to use a strong password, to keep its account name and/or password confidential and to limit access to its account. If the Buyer suspects that its account is being misused, the Buyer must inform the Seller as soon as possible via security@rijkszwaan.com. The Seller cannot and will not be liable for any loss or damage arising from failure of the Buyer to comply with the above.

The Buyer may terminate its account at any time by giving written notice to the Seller. The Seller may reject the creation of an account and/or terminate an account of the Buyer at any time and for any reason by deleting such account and/or giving notice to the Buyer.

17.2 Online order process

The product presentation on the online store of the Seller does not represent an offer but shall be understood as a non-binding invitation for the Buyer to submit an order. By submitting an order online, the Buyer sends the Seller a binding offer for the conclusion of a purchase agreement with the Seller regarding the goods in its shopping cart. Any order of goods is subject to availability. A confirmation of receipt of the order in itself does not constitute an order confirmation, but serves only as information. The Seller may, at its discretion and for any reason, accept or reject this order. The acceptance and rejection of the order will take place as described in this article.

The Seller will accept the order of the Buyer by sending a written confirmation of acceptance or by delivering the ordered goods to the Buyer. Unless otherwise stated, the effective date of the agreement between the Buyer and the Seller is the date on which the Seller confirms acceptance of the order in writing.

If the Seller does not accept the order for any reason, the Seller will inform the Buyer of this in writing and will not process the order. If the Buyer has already paid for the goods, the Seller will refund the full amount including any charged delivery costs as soon as possible.

In case of purchase on advance payment, the Seller shall only accept the order upon receipt of the full payment of the agreed purchase price.

All concluded agreements between the Buyer and the Seller are subject to a possible verification by the Seller in compliance with applicable (international) sanctions. Consequently the Seller may terminate an agreement when it finds that performing the agreement would violate (international) sanctions.

17.3 Online information

The Buyer acknowledges that:

- despite the Seller's best efforts, any descriptions, specifications and/or images of the goods in the online store may be inaccurate or incomplete.
- the images of the goods in the online store of the Seller are for illustrative purposes only
- growing results may differ from the images shown in the online store
- the packaging of the goods may vary from those as shown on images in the online store, and;
- the Seller reserves the right to amend the specifications of the goods at any time.

17.4 Price of goods, discounts and delivery charges

The prices of the goods will be as quoted in the online store of the Seller at the time the Buyer submits its order. The Seller uses its best efforts to ensure that the prices of goods are correct at the time when the relevant information was entered onto the system.

It is always possible that, despite the Seller's best efforts, some of the goods in the online store of the Seller may be incorrectly priced or that an incorrect discount is applied. If the Seller discovers an error in the price of the goods of the order or a discount applied to the order, the Seller will contact the Buyer in writing to inform the Buyer of this error and the Seller will grant the Buyer the option of continuing to purchase the goods at the correct price or cancelling the order. The Seller will not process the order until the Seller has received these instructions. If the Seller is unable to contact the Buyer using the provided contact details during the order process, the Seller will treat the order as cancelled and notify the Buyer in writing. If the Seller mistakenly accepts and processes the order where a pricing error is obvious and unmistakable and could reasonably have been recognized by the Buyer as a mispricing, the Seller may cancel the supply of the goods and refund any sums the Buyer has paid.

The price of the goods does not include delivery charges. The delivery charges are shown to the Buyer during the check-out process, before the Buyer is asked for its confirmation of the order.

17.5 Methods of payment and shipment

The Seller may decide on the payment method(s) provided and may charge the Buyer for the payment method(s) used.

Any delivery period(s) provided in the online store of the Seller are for indicative purposes only. The Seller pursues to ship the goods purchased by the Buyer as soon as possible but does not provide guarantees as regarding the date of arrival of such goods.

The risk of accidental loss and accidental deterioration (e.g. damage) of the goods shall pass to the Buyer at the latest upon delivery. If the Seller and the Buyer agree that the purchased goods should be shipped to a specific destination, the risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer upon handover of the goods to the freight forwarder, carrier or other person designated to carry out the shipment, unless expressly agreed otherwise in writing.

17.6 Right of revocation, returns

The Buyer can only use its right of revocation if such right has been expressly allowed by the Seller and only if all conditions for a return as imposed by the Seller have been fulfilled. If these conditions are met according to the Seller, the Seller will confirm the cancellation in writing. Any unconfirmed returns shall be made by the Buyer entirely at his own expense and risk. The Seller reserves the right to refuse the acceptance of non-agreed returns.

17.7 Data Protection

The Seller attaches great importance to the protection and safety of the Buyer's personal data. All the relevant information is included in the Seller's Privacy Statement as amended from time to time.

18. Disclaimer

Rijk Zwaan's descriptions, illustrations, growing advice and any other information, in any form whatsoever, such as shelf life information, sowing, planting and harvesting dates, are based as precisely as possible on experience in practice and trials. However, Rijk Zwaan declines any liability for damage resulting from the use of such descriptions, illustrations, growing advice or information. The Buyer/producer itself is responsible for the proper storage of the seed and shall decide itself whether products and growing advice are suitable for the intended cultivation under local conditions. The product illustrations in catalogues/leaflets, on the Internet or other publications show the variety type of the respective variety and not the variety as such. These illustrations give no guarantee, either explicit or implicit, on the harvest results.

19. Others

Should one or more provisions of these GCSD Seeds be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision, the parties shall agree on a valid and enforceable provision which comes as close as possible to the business interests of both parties. The above shall apply accordingly in the event that the GCSD Seeds have an unintended loophole.

Status: January 2022