

Terms and Conditions Meewisse Seeds B.V.

Definitions

Buyer – the party who accepts Meewisse Seeds B.V. quotation for the sale of seeds or whose order for seeds is accepted by Meewisse Seeds B.V..

Contract - means the contract for the sale and purchase of seeds.

Meewisse Seeds B.V. - means Meewisse Seeds B.V. De Roos 50, 1611KH, Bovenkarspel, The Netherlands.

Terms - means the standard terms and conditions of sale as set out in this document.

Jurisdiction

Dutch law shall govern the construction of the Terms and any dispute which may arise in relation to them.

Any disputes arising from this agreement will exclusively be submitted to the competent court in the district in the Netherlands where Meewisse Seeds B.V. resides.

Prices

Prices are for seed counts. All prices quoted by letter or verbally by Meewisse Seeds B.V. personnel are subject to alteration without notice. We also reserve the right to alter prices by reason of the imposition of or alteration of any tax, duty, levy or other statutory or E.U. charge at the point of application in accordance with the regulations relating to the aforementioned charges.

Carriage

The Seed prices are, unless otherwise stated, exclusive of packing, delivery, Certificate of Origin, Phytosanitary Certificate or any other to the shipment related cost. Buyer must indicate in writing which information, specifications and documents are required according to the regulations of the country to which delivery shall be made, such as information related to invoicing, phytosanitary requirements, international certificates, any other import documents or import declarations

Seed Quality

Meewisse Seeds B.V. guarantees that the seeds it delivers correspond as best possible with the descriptions associated with the seeds. Variation in local or climatic conditions can render such information inaccurate. Buyer is therefore advised that any such information given does not constitute a representation by Meewisse Seeds B.V. as to these matters and should not be relied on as such. Buyers should satisfy themselves that any seeds which they order are of a variety and performance satisfactory for their requirements and order such seeds at their own risk.

All germination figures quoted are tested by Meewisse Seeds B.V. under controlled circumstances which mimic common practice in the Netherlands. They are not the figures that can be expected under all circumstances. Copies of the original germination reports are available upon request.

Latent defect

Disease of plants can be transmitted by the wind, by insect, by animals or by human agencies and may be seed borne or soil borne. We believe the seeds hereby sold to be free from latent defect, but it is not a condition of sale nor do we warrant that any seeds sold by Meewisse Seeds B.V. shall be free from such defect and we will not be responsible in any way for the resultant crop.

Intellectual property rights/reproduction of seed.

All intellectual property rights are reserved. All seeds are offered and sold for the production of consumer crops only and not for reproduction of seed. Unauthorized reproduction and/or exploitation is forbidden.

Buyer specified untreated seed

If a Buyer specifically requests that seed should not have a chemical treatment where this is normally offered or advised by Meewisse Seeds B.V., we accept no liability for any damage, direct or consequential, which may result therefrom.

Seed treatment

If at the Buyer's request any treatment whether chemical or otherwise is applied to the seeds, Meewisse Seeds B.V. accepts no responsibility for the effectiveness of such treatment or any damage direct or consequential which may result therefrom.

Damage, delay or loss in transit

Meewisse Seeds B.V. delivers the seeds Ex Works (Incoterms 2010). All risk for the Buyer starts at the moment the seeds have left the Meewisse Seeds B.V. warehouse, regardless of whether Meewisse Seeds B.V. provides transport. We advise buyer to insure the seeds for transport and to thoroughly and immediately inspect the seeds upon reception.

Complaints

Buyer must inspect the purchased seeds upon delivery or as quickly as possible after this and must inform Meewisse Seeds B.V. within 8 days after delivery if the proper seeds have not been delivered and/or if the agreed quantity of seeds has not been delivered.

Complaints concerning visible defects to the seeds, including their packaging, must be reported to Meewisse Seeds B.V. in writing within 8 days after the seeds have been delivered to Buyer.

Complaints concerning non-visible or hidden defects to the seeds, including their packaging, must be reported to Meewisse Seeds B.V. in writing within 8 days after the Buyer discovered the alleged defect or could reasonably have been expected to discover the defect.

Complaints must be described in such a way that Meewisse Seeds B.V. or a third party can verify these and these complaints must be submitted with a notification of the batch, delivery ticket and invoice information. With this, Buyer must indicate the conditions under which the seeds have been used and, in the event of further sale of the seeds, the party to whom the seeds were sold.

In the event of any complaint made by Buyer that is not reported to Meewisse Seeds B.V. within the aforementioned applicable time, Buyer shall no longer be entitled to any form of recovery and/or compensation of damages whatsoever.

In the event of a continuing dispute between parties about germination, varietal purity, trueness to type, technical purity or seed health, an assessment can take place at the request of Buyer and/or Meewisse Seeds B.V.; this assessment shall be done by the Naktuinbouw, located in Roelofarendsveen, the Netherlands, or by another objective and independent body agreed to by Meewisse Seeds B.V. and Buyer. The results of this assessment shall be binding to both parties. The costs associated with this assessment shall be borne primarily by the unsuccessful party.

Limitation of liability

In the event of any seeds supplied by Meewisse Seeds B.V. not complying with the terms of the Contract or of any seeds proving defective (whether as regards purity or germination or otherwise) we will at our option replace the goods free of charge to the Buyer or will refund all payments made to Meewisse Seeds B.V. by the Buyer in respect of the defective seeds and this will be the limit and the sole extent of Meewisse Seeds B.V. obligation. Save as set out in this clause above we hereby exclude all liability whatsoever (whether based on negligence by Meewisse Seeds B.V. or Meewisse Seeds B.V. employees, suppliers, sub-contractors or agents or otherwise) for any loss expense or damage whether direct or consequential arising in any way whatsoever in connection with any seeds supplied by Meewisse Seeds B.V. whether due to any failure in the performance of or any defect in any such seeds or otherwise howsoever. In accordance with the established custom of the seed and horticultural trade any express or implied condition statement or warranty statutory or otherwise whatsoever not expressly stated in the Terms is excluded.

Force majeure

Should the fulfilment of any Contract or order be prevented or delayed by Act of God, action by any Government, blockade, revolution, prohibition of export or import, riot, civil commotion, strikes, lockouts, force majeure, failure of crops, breakdown of machinery, power failure, fuel shortage, loss and/ or detention at sea or any other contingency beyond our control, we will not be responsible for any loss and/or damage occasioned thereby. Should any of the seeds be rendered unfit for delivery by reason of any of the above acts the Contract so far as it relates to those seeds shall be deemed to be cancelled.

Payment

After 30 days all accounts are due at full invoice price unless other arrangements have been agreed upon in writing. Statutory commercial interest rates will be charged on overdue accounts calculated on the outstanding balance.

Non-payment

Meewisse Seeds B.V. reserves the right to withhold deliveries until all and any outstanding payments due from the buyer under any contract with Meewisse Seeds B.V. have been received.

Insolvency

(i) If the Buyer: (a) Has a Receiver or Liquidator appointed to any of its property or business undertaking; or (b) Announces that he is ceasing to Trade (other than for declared legitimate reasons such as retirement, whilst continuing to honour all existing contracts); or (c) Fails to make a payment as due, suspends payment and/or notifies any of his creditors that he is unable to meet debts or that he is about to suspend payment of his debts; or (d) Convenes, calls or holds a meeting of creditors; or (e) Being an individual or a firm becomes bankrupt or makes any composition or scheme of

arrangement with his creditors; or (f) Being a body corporate convenes, calls or holds a meeting for the purpose of going into liquidation (other than for the purpose of reconstruction or amalgamation) by the making of an order or the passing of a resolution for winding-up or becomes subject to an administration order; or (g) The other party being a partnership - any of the above events occurs with respect to the partnership or to any partner therein; then: - notwithstanding any previous arrangement with Meewisse Seeds B.V. for deferred payments, the full or full remaining price for any seeds delivered by Meewisse Seeds B.V. shall become immediately due to it; and Meewisse Seeds B.V. shall have the right without prejudice to any other rights and remedies available to it, to cancel and/or suspend or to refuse to accept any further deliveries and/or to terminate the contract at any time after becoming aware of any of the above circumstances providing that - when exercising any of the above rights, Meewisse Seeds B.V. shall inform the Buyer of its intention to exercise such rights in writing within 30 days after the relevant occurrence. (ii) Whenever any of these rights are exercised by Meewisse Seeds B.V., Meewisse Seeds B.V. will not be liable to pay any compensation to the Buyer.

Acceptance of terms

The giving or sending of an order to Meewisse Seeds B.V. constitutes an acceptance of the Terms by the buyer who, if he/she does not accept the Terms must return the seeds forthwith before opening the seed bag.

General

If any provision of the Terms is held by a Court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Terms and the remainder of the provision in question shall not be affected.