



Supplemental Conditions of Sale and Delivery for Eminent Seeds B.V.

Article 1. Applicability of these conditions

1. These Supplemental Conditions of Sale and Delivery (hereinafter to be referred to as: "Supplemental Conditions Eminent Seeds") apply to every offer and every agreement between Eminent Seeds B.V. (hereinafter to be referred to as: "Eminent") and its third parties (hereinafter to be referred to as: "Purchaser") as long as parties do not deviate expressly in writing from one or more of these conditions.
2. These Supplemental Conditions Eminent Seeds apply as a supplement to the General Conditions of Best Fresh Group, which also apply and which are attached.
3. In the event of any conflict or inconsistency between the provisions of these Supplemental Conditions Eminent Seeds and the General Conditions of Best Fresh Group (BFG), the provisions of these Supplemental Conditions Eminent Seeds shall prevail. The General Conditions of BFG shall otherwise remain fully applicable, except to the extent that they are expressly deviated from by these Supplemental Conditions Eminent Seeds.

Article 2. Quotes and pricing

1. If the quantity ordered in an order deviates from the standard quantities or a multiple of the standard quantity used by Eminent, then Eminent is free to deliver the next greater quantity.
2. Weights and quantities indicated are at net.
3. A quote to Purchaser or a purchase agreement between Eminent and Purchaser neither implies nor may be understood in any manner whatsoever to be a tacit license to Purchaser with respect to any intellectual property right whatsoever to the items offered or sold (further to be referred to as: "Products").

Article 3. Order documentation

1. Upon placing an order or at the first request from Eminent, Purchaser must indicate in writing which information, specifications and documents are required according to the regulations of the country to which delivery shall be made.
2. This includes, among other things, information related to invoicing, phyto-sanitary requirements, international certificates, and other import documents or import declarations.

Article 4. Delivery time, delivery and risk

1. As long as the Products ordered are available in sufficient quantities at Eminent, then the sold Products shall be delivered within three weeks after the order date, unless agreed otherwise. Agreed delivery times are indicative.
2. In deviation from article 3.1 of the General Conditions of BFG, delivery shall take place at the location designated by Purchaser and accepted by Eminent (DAT Incoterms, 2010 version), unless agreed otherwise in writing.
3. Delays in transport are for the account and risk of Purchaser.
4. All risk for the Purchaser starts at the moment the Products have left the Eminent warehouses, regardless of whether Eminent provides transport (including transport based on DAT).

Article 5. Use and guarantee

1. Eminent warrants solely that the Products delivered correspond to the product descriptions as set out in the Eminent catalogue applicable to the relevant sales season. All other warranties, whether express or implied, including but not limited to warranties of performance, quality or fitness for a particular purpose, are expressly excluded, unless explicitly agreed otherwise in writing. If the Products delivered deviate from the applicable catalogue description, Eminent shall inform Purchaser accordingly.



2. Eminent does not guarantee that the Products it delivers to Purchaser shall answer to the purpose that Purchaser has given these. Purchaser expressly acknowledges that the degree of growth of the crops coming from the purchased Products depends to a great degree on the method of cultivation, weather conditions and soil conditions, also in the event of the highest quality.
3. All quality data provided by Eminent in writing are based solely on reproducible tests. The quality information provided reflects only the results achieved at Eminent at the time of the performance of the tests and for the conditions under which the test was performed. No direct relationship may be presumed between the information provided and the results achieved at Purchaser. The results achieved at Purchaser depend partly on the location, cultivation measures, for example the planting medium used, and/or climatological conditions.
4. Any possible guarantee on the part of Eminent lapses if the Purchaser processes or repackages the Products or has this done or uses and/or stores the products improperly or allows this to be done.
5. Eminent provides no guarantee whatsoever that the use, sale, transfer, production or any other possible handling related to the Products delivered and/or their use, sale, transfer, production or any other possible handling related to the Products which come from the Products delivered will not contravene the intellectual property rights of third parties.

Article 6. Seed treatment at the request of Purchaser

1. If the Products are treated by or at the assignment of Eminent at the special request of Purchaser, then Eminent provides no guarantee concerning the effectiveness and/or consequences of such a treatment. Eminent shall not be responsible for any damage resulting from the treatment performed at the request of the Purchaser.
2. Should Eminent nonetheless be held responsible for any damages resulting from a treatment performed at the request of the Purchaser, then Eminent's liability shall be limited to the replacement of the particular Products or to crediting the invoice for the particular Products, to the extent possible and at its discretion.
3. The information concerning the Products is based on tests performed prior to the requested treatment.

Article 7 – Resistance Characteristics and Variety Performance

1. Any reference to resistance characteristics of plant varieties supplied by Eminent, including but not limited to indications such as HR (High Resistance) and IR (Intermediate Resistance), describes the relative ability of a plant variety to limit or reduce the development and/or impact of a specific pest or disease compared to susceptible varieties under representative testing and growing conditions.
2. Resistance does not constitute immunity. Resistant varieties may become infected and may develop symptoms, allow transmission of pathogens, or suffer quality reduction, yield loss or economic damage, particularly under conditions of elevated pathogen pressure or adverse environmental or cultivation conditions.
3. The expression and effectiveness of resistance are influenced by biological and environmental factors including, but not limited to, pathogen pressure, pathogen variability or evolution, environmental conditions, cultivation systems, hygiene measures, handling practices and production circumstances. Performance may therefore vary between locations, seasons and growing conditions.
4. All resistance information, variety descriptions, technical advice and recommendations are provided in good faith based on observations and experience, but shall not constitute a warranty, guarantee or assurance that a variety will remain free from infection, disease symptoms, yield reduction or economic loss under commercial growing conditions.
5. Purchaser acknowledges that resistance characteristics represent comparative biological traits and not a guarantee of disease control or production outcome, and accepts that crop protection and hygiene measures remain essential irrespective of resistance indications.
6. To the fullest extent permitted by applicable law, Eminent Seeds shall not be liable for losses, damages or claims arising from the expression, failure, breakdown or variability of resistance characteristics, including but not limited to crop loss, reduced yield, quality defects or indirect or consequential damages.



Article 8. Complaints

1. Purchaser must inspect the purchased Products upon delivery, or as quickly as possible after this, and must inform Eminent within 8 days after delivery if the proper Products have not been delivered and/or if the agreed quantity of Products has not been delivered.
2. Complaints concerning visible defects to the Products, including their packaging, must be reported to Eminent in writing within eight days after the Products have been delivered to Purchaser. Complaints concerning non-visible or hidden defects to the Products, including their packaging, must be reported to Eminent in writing within eight days after the Purchaser discovered the alleged defect or could reasonably have been expected to discover the defect. Complaints must be described in such a way that Eminent 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, the Purchaser must indicate the conditions under which the Products have been used and, in the event of further sale of the Products, the party to whom the Products were sold. In the event of any complaint made by Purchaser that is not reported to Eminent within the aforementioned applicable time, Purchaser shall no longer be entitled to any form of recovery and/or compensation of damages whatsoever.
3. In the event of a continuing dispute between parties about the germinating force, varietal purity, trueness to type, technical purity or health, then an assessment can take place at the request of Purchaser and/or Eminent. This assessment shall be done by the party Naktuinbouw, located in Roelofarendsveen, the Netherlands, or by another objective and independent body agreed to by Eminent and Purchaser. The sample for this assessment shall be taken at Eminent. The costs associated with this assessment shall be borne primarily by the unsuccessful party. The results of this assessment shall be binding to both parties, without prejudice to parties' right to submit disputes concerning the consequences of these results to the bodies stated in the General Conditions of BFG.

Article 9. Cultivation recommendations, variety descriptions, recommendations

1. Cultivation recommendations given by Eminent are non-binding. Cultivation recommendations, descriptions, recommendations and illustrations in any form whatsoever are aligned as accurately as possible with experiences from tests and in practice. However, Eminent is liable in no case whatsoever for deviating results in the cultivated product based on such information. Purchaser himself must evaluate whether the Products are suitable either for the intended cultivation or for use under local conditions.
2. In the information provided by Eminent, the concepts of immunity, resistance and susceptibility are defined as follows: a. Immunity: a plant variety is not affected by a specific pest or disease. b. Resistance: a plant variety's capacity to limit the growth and development of a specific pest or disease, along with the damage that these cause, in comparison with susceptible plant varieties under similar environmental conditions and under the stress of pests or diseases. However, these plant varieties can indeed evince symptoms of disease or damage under heavy loads of pests or disease. Two levels of resistance are defined: i. High resistance (HR): plant varieties limit the growth and development of a specific pest or disease under normal pest or disease loads as compared with susceptible varieties. However, these plant varieties can indeed evince symptoms of disease or damage under heavy loads of pests or disease. ii. Intermediate resistance (HR): plant varieties limit the growth and development of a specific pest or disease, but may display more symptoms when compared with highly resistant varieties. Plant varieties with intermediate resistance will show less severe symptoms of disease or damage than susceptible plant varieties under similar environmental conditions and/or pest or disease pressure. c. Susceptible: the inability of plant varieties to limit the growth and development of a specific pest or disease.

Article 10. Further use/cultivation, control

1. The Purchaser is not permitted to use the Products delivered for further production and/or reproduction of source material.



2. In the event of onward sale of the delivered Products, the Purchaser must also place this obligation on his own buyer on pain of an immediately due and payable penalty of €10,000, without prejudice to entitlement to complete compensation of damages.
3. In the event that Purchaser finds a mutant in a protected variety, he shall notify Eminent of this immediately and in writing, after which Purchaser shall provide Eminent, upon request, a sample of the mutant at no cost and within two months.
4. Purchaser is obliged to provide access to his operation to Eminent or a party performing an inspection on behalf of Eminent, also and particularly to the company's greenhouses, in order to allow Eminent to perform inspection activities. In this case, "operation" is understood to mean the business activities that are performed by a third party on behalf of the growers. If requested to do so, Purchaser must provide immediate insight into his administration with respect to the relevant source material.

Article 11. Use of brands, icons and other designations

1. Purchaser is required to use brands, icons and other designations that are used by Eminent to distinguish its Products from those of other enterprises, or to use corresponding brands, icons and other designations for trading the Products in the original packaging on which Eminent itself or others have applied its brands, icons and other designations, also in the event that the Products are repackaged. This requirement also applies for products cultivated from the Products.
2. In the event of onward sale of the delivered Products, the Purchaser must also place the aforementioned obligation on his own buyer on pain of an immediately due and payable penalty of €10,000, without prejudice to entitlement to complete compensation of damages.



GENERAL CONDITIONS BEST FRESH GROUP (BFG)

Section A: Sales (Article 1 - 10)

Section B: Purchase (Article 11 - 19)

Section C: Sales and Purchase (Article 20 - 24)

SECTION A: SALES

Article 1. Applicability

1. The provisions of this section of the General Conditions BFG apply to all legal relationships between all subsidiaries or group companies forming part of Best Fresh Group B.V. (hereafter called: 'we') and its third parties (hereafter called: 'Client'), including offers, quotes, agreements such as for the delivery of items intended for sale (hereafter called: 'Products'), unless expressly agreed otherwise in writing. If we and the Client conclude subsequent agreements, these General Conditions will apply at all times, also if not expressly declared applicable.
2. Insofar as any provision of these General Conditions is in conflict with a provision of a written agreement, not being general conditions, between us and the Client, the infringing provision will not apply while the other provisions of these General Conditions will remain applicable in full.
3. The applicability of the general conditions of the Client, expressly including any provision regarding the transferability and/or pledging of claims by us on the Client, is explicitly excluded.

Article 2. Offers, quotes, conclusion of agreements and prices

1. All offers and quotes by us are free of obligation, unless expressly stated otherwise.
2. Agreements will be regarded as concluded: a. following the signing by both parties of an agreement; b. in the absence thereof, following the written acceptance and confirmation by us of an order placed by the Client; c. in the absence thereof, by the factual delivery of the sold Products.
3. Further and/or supplementary agreements or changes will only be valid if agreed in writing by the parties.
4. The person granting the assignment on behalf of the Client declares to be authorised to represent the Client and to have fulfilled all necessary formalities in that respect.
5. Verbal commitments by and agreements with employees of ours are binding only if and insofar as confirmed by us in writing.
6. We may charge on price increases of more than 10% if between the time of acceptance and delivery price changes have occurred with respect to, for example, prices of the Product, exchange rates, wages, raw materials and packaging materials.

Article 3. Delivery

1. Delivery will be made from one of our locations (ExW Incoterms version 2010), unless agreed otherwise in writing. The Client will take receipt of the purchased Products at the agreed location(s).
2. The Client assumes the risk of loss or damage with respect to the sold Products from the time of delivery and, if the Client does not cooperate in the delivery, from the time that delivery is refused or no cooperation is granted while the Client was obliged to do so. As soon as the Products have left our company, the Client will assume risk for all damage, directly or indirectly, that may be caused by or to the Products.
3. The Client will accept the Products at the agreed location(s) and times. If the Client fails to take receipt of the Products on the day of delivery, we are entitled to store or destroy the Products, whereby the costs of transport, storage, sale or destruction of the Products are for the account of the Client.



4. If the Products are stored by us or a third party on behalf of the Client, delivery will be deemed to have taken place at the time of storage of the Products. The storage will take place for the risk and account of the Client.
5. Delivery times are indicative only. Any delay in delivery, insofar as within reasonable bounds, will not entitle the Client to rescind the agreement or to claim compensation.

Article 4. Products for delivery

1. The delivered quantity will as regards number and weight comply with requirements made under public and private law, including the agreements between the parties, barring evidence to the contrary by the Client.
2. Minor deviations in terms of size, quality and colour will be tolerated.
3. Products delivered from the company of a supplier/grower only give right to delivery of the quantity and quality of products available at the grower on the specified date.
4. All agreements regarding the sale of agricultural Products are subject to reservations with respect to harvest and processing. If as a result of a disappointing harvest the quality and quantity of Products are less than may reasonably have been expected on conclusion of the agreement, we are entitled to reduce the quantity of sold Products accordingly.

Article 5. Complaints

1. The Client will directly on delivery of the Products and packing materials check whether the delivery complies with the agreement.
2. Complaints will be stated by the Client on the delivery note or freight document, failing which the Client cannot appeal to any defects.
3. Hidden defects must be reported immediately in writing, with a detailed description and photos where applicable.
4. If we deem the complaint founded, we can retrieve and replace the Products or credit the Client for the relevant part of the delivery.

Article 6. Retention of title

1. Ownership of the Products delivered by us will first pass to the Client after the latter has fulfilled all its obligations to us.
2. The Client may only within the context of its normal business operations use or resell the Products delivered by us that fall under the retention of title.
3. If we wish to exercise the retention of title, the Client gives its unconditional permission to us or third parties designated by us to access the places where our property is located and to retrieve the Products.

Article 7. Invoicing and payment

1. Payment of the delivered Products will take place within 14 days of the invoice date, unless expressly agreed otherwise in writing.
2. Complaints and/or objections against the amount of the invoice will not suspend the payment obligation.
3. The Client will on expiry of the term of payment be in default without any notice of default being required.

Article 8. Force majeure

1. We are entitled in case of temporary force majeure to suspend the agreement and in case of permanent force majeure to terminate the agreement with immediate effect, without owing any compensation.
2. Force majeure includes all circumstances that hinder or seriously impede the performance of the agreement.

Article 9. Liability



1. We accept no liability for loss of any nature whatsoever, direct or indirect, except in case of intent or gross negligence on our part.
2. If it is established by a court of law that we are liable for loss, our liability will not exceed the invoice amount excluding VAT or the amount paid out by our insurer.
3. The Client will indemnify us against all third-party claims related to the sale or delivery of Products.

Article 10. Suspension and rescission

1. We are entitled, by means of a written statement and without prior notice of default, to fully or partially suspend or rescind any agreement with immediate effect if the Client fails to fulfil its obligations or appears insolvent.
2. We are never obliged to pay any form of compensation in case of suspension or rescission.
3. All our claims on the Client immediately fall due on rescission of the agreement.

SECTION B: PURCHASE

Article 11. Applicability

1. The provisions of this section of the General Conditions BFG apply to all legal relationships between all subsidiaries or group companies forming part of Best Fresh Group and its supplier/clients regarding the purchase of goods or services.
2. If we and the Supplier conclude agreements more than once, these General Conditions will apply at all times.
3. The applicability of the general conditions of the Supplier is expressly excluded.

Article 12. Offers, quotes, conclusion of agreements and prices

1. All requests, orders and offers by us are always free of obligation, unless expressly stated otherwise.
2. An agreement is concluded when confirmed by us within 48 hours after the Supplier has sent its acceptance or, in case an offer is made by the Supplier, by accepting the Supplier's offer.
3. The Supplier is not entitled to raise the agreed price unless expressly agreed otherwise in writing.

Article 13. Quality

1. The Supplier guarantees that the Delivery complies with the agreed quality requirements and specifications and is free of defects.
2. The Supplier guarantees compliance with all applicable legal and regulatory requirements.
3. The Delivery must comply at least with the standards of the BFG Supplier's Statement.

Article 14. Delivery and transfer of ownership

1. Delivery will take place within the stated delivery times, unless the parties agree otherwise in writing.
2. The Supplier must immediately notify us in writing if timely delivery is not possible.
3. The Supplier is liable for all losses incurred by us and our clients as a result of late or non-delivery.
4. Delivery will be made to one of our locations (DDP Incoterms version 2010), unless agreed otherwise in writing.

Article 15. Inspection

1. We are entitled to inspect the Products before acceptance.
2. Inspection and/or testing by us or a third party designated by us can take place before, during and after delivery.



3. If delivered Products do not comply with the agreement, we may reject them and require the Supplier to take all necessary measures.

Article 16. Payment

1. Payment will take place within 30 days of receipt of the invoice and after the Products have been received in full and approved.
2. We are at all times entitled to set off claims against outstanding invoices.
3. Payment by us does not entail acknowledgement that the Supplier has fully fulfilled its obligations.

Article 17. Liability

1. The Supplier is liable for and indemnifies us against all losses resulting from the delivery by the Supplier.
2. The Supplier indemnifies us against third-party claims for compensation.
3. The Supplier will take out adequate insurance against this liability.

Article 18. Suspension and rescission

1. The Supplier will be in default without requiring notice if it fails to adequately fulfil any obligation or is subject to bankruptcy, moratorium of payment, attachment, liquidation or comparable circumstances.
2. In such circumstances we are entitled to rescind the agreement in full or part and/or suspend our payment obligations.
3. All claims that we have or may acquire on the Supplier will fall due immediately in full.

Article 19. Transfer

1. The Supplier will not assign the obligations under the agreement in full or part to a third party without our prior written permission.

SECTION C: SALES AND PURCHASE

Article 20. Intellectual property

1. We reserve all intellectual property rights to items that we use or that may rest upon items that we deliver to a Client/Supplier.
2. We have and retain ownership of all intellectual property rights to all graphic designs, tools, packaging and similar items produced on our instruction.
3. The Client/Supplier guarantees that the use of the Products/Delivery does not infringe any intellectual property rights of third parties.
4. The Client/Supplier indemnifies us against all claims ensuing from any such infringement.

Article 21. Delivery in Pooling Fust/other packaging

1. If delivery takes place via a Pooling system, the relevant provisions of this article apply.
2. The Pooling Fust remains the inalienable property of the relevant Pooling Partner.
3. The Client/Supplier will properly maintain, transport and return the Pooling Fust in good condition.

Article 22. Confidentiality

1. The Client/Supplier will respect the confidentiality of all company information acquired within the context of the agreement from BFG or any other source.



2. The Client/Supplier will impose the obligations stated in this article on its personnel and/or third parties engaged in the performance of the agreement.

Article 23. Final provisions

1. Changes to the agreement and deviations from these General Conditions will apply only if agreed in writing, including email.
2. The invalidity or annulment of any provision does not affect the validity of the remaining provisions.
3. We reserve the right to adopt new general conditions.
4. In case of any deviation between translations and the original Dutch text, the latter will prevail.

Article 24. Applicable law and disputes

1. All agreements between us and the Client/Supplier are governed exclusively by Dutch law, with exclusion of the United Nations Convention on Contracts for the International Sale of Goods where possible.
2. Any disputes arising from this agreement will exclusively be submitted to the competent court of the district in which we have our registered office, unless we choose arbitration in accordance with the rules of the Netherlands Arbitration Institute.