

GENERAL CONDITIONS OF SALE AND DELIVERY OF ESASEM S.p.A.

ARTICLE 1 - SCOPE OF APPLICATION

- 1) These general conditions of contract (hereinafter the "General Conditions") apply to all contracts for the sale and purchase (hereinafter the "Agreements") of seeds (hereinafter the "Products") concluded between ESASEM S.p.A. (hereinafter "Supplier") and its customers (hereinafter "Purchasers" or, in the singular, "Purchaser"), unless otherwise agreed in writing by the parties.
- 2) The General Conditions prevail over any other general or particular condition prepared by the Purchaser.

ARTICLE 2 - FORMATION OF THE CONTRACT - ORDERS - PRICE LISTS

- 1) The Purchaser interested in purchasing the Products is required to fully complete the order form (hereinafter the "Order") drawn up on the Supplier's letterhead, of which the General Conditions form an integral and essential part. The Contract will be considered concluded, alternatively, when the Purchaser receives written confirmation from the Supplier or when in which the Supplier will send the Products to the Purchaser.
- 2) If the Purchaser requests the Supplier to send its own sales offer (hereinafter the "Offer") the General Conditions will also apply to the Offer.
- 3) The prices indicated in the price lists are expressed in Euros and must not include VAT. The Supplier reserves the right to periodically modify the prices indicated in the price lists. Every variation price will be applied to all orders placed by the Buyer, after the date of the aforementioned change.
- 4) If the specific quantity indicated in the order does not coincide with the quantity expressed by the standard packaging units or its multiples used by the Supplier, the Supplier will be entitled to sell and deliver the next largest packaging unit.
- 5) All weights and figures are net weights and figures. 6) The issue of an Offer or the conclusion of a Contract does not imply and cannot be interpreted as an implied license to favor of the Purchaser in relation to intellectual property rights on the Products offered or sold.

ARTICLE 3 - RESERVE FOR GOOD HARVEST AND PROCESSING

- 1) In consideration of the specific characteristics of the Product, the execution of the Contract by the Supplier is subject to the usual "good harvest and processing reserve" and, therefore, the actual availability of Products by the Supplier.
- 2) In the event that the ordered Products, even following the Seller's acceptance, are not available, the Supplier will not be obliged to deliver the ordered Products and will be entitled to deliver partial quantities of the Products ordered or alternative Products.
- 3) The Purchaser has no right to terminate the Contract or to claim compensation for damages as a result of the unavailability of the Products ordered, even in the event of acceptance of the Order by the Seller.

ARTICLE 4 - DELIVERY OF PRODUCTS AND RETURNS

- 1) Unless otherwise agreed in writing between the parties, the Products are delivered ex works of the Supplier. If the parties should provide that the delivery of the Products is carried out by the Supplier all charges, expenses and risks will in any case be borne by the Purchaser.
- 2) The Purchaser is not authorized to return the products to the Supplier, unless expressly authorized by the Supplier. In that case, the return costs will be at your expense of the Buyer.

ARTICLE 5 - DELIVERY TIMES

- 1) The Products will be delivered within three weeks from the date of the order, unless otherwise agreed in writing between the parties and on condition that they are actually available. In any case, the times of delivery must be considered merely indicative and not binding for the Supplier.
- 2) The Buyer has no right to terminate the Contract or to claim anything by way of compensation for damages in the event of delivery after the deadline indicated by the Supplier.

ARTICLE 6 - PARTIAL DELIVERIES

- 1) The Supplier may make partial deliveries of the Products. In the event of partial deliveries, the Supplier is permitted to invoice each delivery separately.

ARTICLE 7 - RESERVE OF THE RIGHT OF OWNERSHIP

- 1) The Supplier retains its right of ownership over the Products delivered until full payment of the Products by the Purchaser.
- 2) The retention of title also applies in the event that the Buyer pleads the failure by the Supplier to fulfill one or more obligations deriving from the Contract.
- 3) The Products delivered by the Supplier under the retention of title referred to in paragraph 1 of this article, may only be sold and used for ordinary operational uses.
- 4) Should the Buyer resell the Products, he will in turn be obliged to maintain the retention of title also towards his own buyers, stipulating an express agreement in this sense.
- 5) Until the retention of title is in effect, the Purchaser may not pledge the Products or grant any other right over them.

ARTICLE 8 - PAYMENT TERMS

- 1) Payment is due within a maximum of 60 days from the delivery date/from the date on which the amount to be paid is established. In case of non-compliance with the payment terms default interest is due to the Supplier pursuant to Legislative Decree 231/2002 at the rate increased by a further 4 (four) percentage points, with automatic effect from the day following the expiry of the term not respected in accordance with current legislation.
- 2) In the event of bankruptcy or other insolvency proceedings of the Purchaser, as well as in the event of suspension or delays in payments, the sums owed by the Purchaser will immediately become payable for the whole. In this case, the Supplier will be authorized to suspend the execution of the Contract or to terminate the Contract itself, without prejudice to the right to compensation for the damages suffered.
- 3) In the event that partial payments have been authorized and the Purchaser has not complied with even one of the envisaged terms, the entire amount of the residual sum still in his cargo will be due immediately, without further notice. In this case the final provision of paragraph 1 of this article concerning the interest on the sums will apply expired.
- 4) In any case, the costs connected to the payment are to be borne by the Purchaser.

ARTICLE 9 - DEBT COLLECTION EXPENSES

- 1) Pursuant to Legislative Decree 198/2021, any cost connected to the recovery of the Supplier's credits, both amicably and judicially, is borne by the Purchaser.

ARTICLE 10 - DEFECTS, TERMS FOR REPORTING

- 1) The Buyer is required to examine the Products upon delivery. Reports relating to apparent defects or quantitative discrepancies of the Products, including packaging, must be sent to the Supplier, in writing, under penalty of forfeiture, within eight days of the delivery date; complaints concerning hidden defects of the Products, including the packaging, must be communicated to the Supplier, in writing, under penalty of forfeiture, within eight days from the date on which the alleged defect was or should reasonably have been discovered by the Purchaser. The action prescribes in any case, within one year of delivery.
- 2) Complaints must be formulated in such a way as to allow the Supplier or a third party to verify their validity, and therefore must indicate the lot number as well as the details of the transport document and invoice and if the product has been resold, the subsequent purchasers must be indicated. The complaints must also indicate in what circumstances and in what conditions the Product was used.
- 3) In the event that the complaint has not been sent to the Supplier in writing within the term referred to in this article and in compliance with the methods indicated above, the Purchaser will be considered forfeited from any guarantee given by the Supplier, including compensation for any damages.
- 4) Should the Supplier deem any claim by the Purchaser connected to the alleged existence of defects in the Products to be founded, the Supplier may, at its sole discretion, choice and at its own expense, replace the Products. Any other legal remedy such as the termination of the contract or the reduction of the price is excluded.
- 5) In the event that the parties fail to reach an amicable settlement of a dispute relating to germination, authenticity of the species, varietal purity, technical or sanitary purity, both the Purchaser and the Supplier may request an appraisal from accredited laboratories or from another independent third-party body identified by mutual agreement between the parties, at the expense of the losing party. In the event of a dispute concerning health, the application of methods accepted by the ISHI (International Seed Health Initiative) is considered preferable. The result of expert opinion will be binding on both parties; in any case, the right of the parties to appeal to the competent judicial authority pursuant to art. 19 of the General Conditions to resolve any disputes arising between the parties concerning the effects deriving from the above appraisal.

ARTICLE 11 - LIMITATION OF LIABILITY.

- 1) The Supplier is not liable for damages caused by, or in any case connected to defective Products, including packaging, unless such damages were caused by willful misconduct or gross negligence of the Supplier.
- 2) In the event that the Supplier is liable for damages suffered by the Purchaser, the liability shall be limited to the net sale price of the Products (excluding VAT).
- 3) The Supplier is not liable for any indirect damages suffered by the Purchaser such as, by way of example, any loss of profit suffered by the Purchaser.
- 4) The Supplier is not responsible for damages deriving from any delay in the delivery of the Products.
- 5) The Purchaser is required to limit as much as possible the damage deriving from the Products for which he has requested compensation. 6) The action for any compensation for damages is barred, in any case, within one year of delivery.

ARTICLE 12 - USE AND WARRANTY

- 1) No guarantee applies to the descriptive technical specifications of the Product, where existing: in the event that the delivered Products do not comply with the descriptive specifications indicated in the catalog of the Supplier for the reference sales season, the Supplier must inform the Purchaser of the aforementioned circumstance without any further charge at its expense.
- 2) The Supplier does not guarantee that the Products delivered to the Purchaser comply with the purpose for which they are intended by the Purchaser. The Buyer explicitly acknowledges that, even with the Products of the best quality, the success of cultivation depends on events independent of the quality of the Product, such as, by way of example, cultivation methods, climatic conditions and ground.
- 3) All quality and health data provided by the Supplier in writing are based exclusively on reproducible tests carried out on representative samples. These data only indicate the result as obtained by the Seller at the time of the tests and for the circumstances that applied to the tests. No direct relationship can be assumed between the data provided and the result obtained by the Buyer. The Buyer expressly acknowledges that the result obtained by the Buyer, including but not limited to the occurrence of diseases and pests which have not been detected by the Supplier on or in the delivered goods at the time of sale, depends, among other things, on the location, cultivation measures and cultivation methods, e.g. the sowing medium used, soil conditions and/or climatic circumstances.
- 4) All the guarantees of the Supplier cease to exist in the event that the Purchaser reworks the Products or places them in conditions such as to have to be reprocessed; repackages the products or put them in condition such as to make it necessary to repack, or use and/or store the products incorrectly or place them in conditions such as to cause incorrect use and/or storage.
- 5) The Supplier does not guarantee in any way that the use of the delivered goods does not violate any (intellectual property) rights of third parties.

ARTICLE 13 - INDEMNITY

- 1) L'Acquirente dovrà tenere indenne il Fornitore da qualsiasi pretesa di terzi avente ad oggetto il risarcimento di danni asseritamente causati da o comunque connessi ai Prodotti forniti dal Fornitore, incluse pretese che siano state avanzate nei confronti del Fornitore in qualità di produttore sulla base di normative applicabili alla responsabilità del produttore in qualsiasi Paese, salvo che il danno sia stato causato da dolo o colpa grave del Fornitore.
- 2) L'Acquirente dovrà stipulare un'adeguata polizza assicurativa a garanzia delle possibili pretese di terzi e responsabilità che possano dare origine all'indennizzo di cui al precedente comma 1; a prima richiesta del Fornitore, l'assicurazione sarà sottoposta al Fornitore stesso per la sua approvazione.

ARTICLE 14 - CULTIVATION ADVICE, VARIETY DESCRIPTIONS, INFORMATION

- 1) The descriptions, illustrations, cultural advice and any other information, for example on expiration dates, in any form appearing in the price lists, catalogues, labels and/or in the Supplier's packaging, are based as precisely as possible on what has been revealed by tests and practice. Any liability on the part of the Supplier for any discrepancies manifested in the cultivated product with respect to what is indicated in the descriptions, illustrations and information. It is the responsibility of the Purchaser to store the semen properly appropriate as well as evaluating whether the products are suitable for the type of crops to be carried out and for the environmental conditions.
- 2) In the information and in general in the documentation provided by the Supplier, the terms "immunity", "resistance" and "susceptibility" will have the following meaning: "Immunity": not being subject to attack or infection by a specific parasite or pathogen. "Resistance": is the ability of a plant variety to limit the growth and development of a specific parasite or pathogen and/or the damage it causes, compared to susceptible varieties placed in the same environmental conditions and infectious pressure as the parasite or pathogen. Resistant varieties can, however, show some symptoms of disease or damage under heavy pressure from pests or pathogens. Two levels of resistance are defined: (i) High resistance / standard (HR): plant variety capable of severely limiting the growth and development of a given parasite or pathogen, under normal conditions of infectious pressure, when compared with susceptible varieties. However, these plant varieties may show some symptoms or damage under conditions of high pressure from pests or pathogens. (ii) Moderate / medium strength (IR): plant varieties capable of restricting the growth and development of certain pests or pathogens, but which may exhibit a wider range of symptoms or damage, when compared with varieties with high / standard resistance. Moderate to medium resistant varieties will still exhibit less severe symptoms or damage than susceptible varieties when grown in similar environmental conditions and/or with the same infectious pressure of parasites or pathogens. "Susceptibility": is the inability of a plant variety to limit the growth and development of a plant particular pest or pathogen.

ARTICLE 15 - FORCE MAJEURE

- 1) Force majeure means circumstances beyond the Supplier's control and which prevent the regular fulfillment of the Contract. They are included, if and to the extent that prevent or hinder compliance with the Contract: strikes, sudden general shortage of raw materials or other materials or services necessary for compliance with the Contract, unforeseeable situation of inactivity of the suppliers and/or other third parties on which the regular fulfillment of the Contract by the Supplier depends and any situation impeding the transport of the Products.
- 2) Upon the occurrence of an event of force majeure, the Supplier is required to promptly inform the Purchaser.
- 3) If the condition of force majeure continues for a period exceeding months, both parties have the right to withdraw from the Contract, without prejudice to the fulfillment by the Purchaser of the obligations to pay the price and reimburse the expenses relating to Products already delivered. The Supplier will not be required to pay any indemnity or compensation to the Purchaser.

ARTICLE 16 - FURTHER USE/CULTIVATION - INSPECTIONS

- 1) The Purchaser is not authorized to use the delivered Products for further production and/or reproduction of propagation material, nor for further "reproduction by cuttings".
- 2) In the event that the goods are sold to third parties, the Purchaser is required to enforce this rule also against third parties under the penalty of compensation for the relative damages.
- 3) The Purchaser, in any case, undertakes to allow the Supplier, or anyone who carries out checks on behalf of the Supplier, direct access to his Company, expressly including all production areas, including those of third parties but managed by the Purchaser.

ARTICLE 17 - USE OF TRADEMARKS, LOGOS AND OTHER SYMBOLS.

- 1) The Purchaser cannot use the trademarks, logos or other symbols of the Supplier to distinguish his products from those of other companies nor can he use the trademarks, logos or other symbols suitable for generating confusion with those of the Supplier. This provision does not apply to the sale of products in the original packaging that the Supplier has supplied with the related brands, logos or other distinctive symbols.
- 2) If the goods delivered are sold to third parties, the Purchaser is required to enforce this rule also against third parties under the penalty of compensation for the related damages.

ARTICLE 18 - CONVERSION.

- 1) In the event that one of these General Conditions should be deemed invalid, it will automatically be replaced by a valid and similar condition that pursues the same purpose of the invalid and/or ineffective condition.
- 2) In any case, the invalidity and/or ineffectiveness of the aforementioned General Condition does not extend to the other General Conditions which remain in any case valid and fully effective.

ARTICLE 19 - DISPUTES.

- 1) The parties undertake to resolve amicably any dispute deriving from or in any case connected to the execution, fulfillment, interpretation, effectiveness, validity of these General Conditions and individual Contracts.
- 2) Should the parties fail to reach an amicable settlement of the disputes arising in relation to this contract, the Court of Verona will have exclusive jurisdiction.

ARTICLE 20 - APPLICABLE LEGISLATION.

- 1) All agreements between the Supplier and the Purchaser are subject to Italian law. Furthermore, if the Supplier and the Purchaser are not domiciled in the same country, the "United Nations Convention on the International Trade in Goods", unless the same is derogated from these General Conditions.

ARTICLE 21 - ISF STANDARDS AND USES.

- 1) The Rules and Practices for the Trade of Seeds for Sowing use also apply to the Contracts and/or Offers (ISF Collection of Rules and Uses, edition in force at the time of conclusion of the Contract) of the International Seed Federation (ISF), which the Purchaser declares to know, unless they are waived by the General Conditions.