

GENERAL TERMS AND CONDITIONS OF SALE

Drawn up by Nunhems Netherlands BV, Napoleonsweg 152, 6083 AB Nunhem, Municipality of Leudal, the Netherlands, on September 1st, 2014, deposited at the Chamber of Commerce of Limburg, the Netherlands, under registration number 13014340. These terms and conditions replace all previously published issues.

Article 1. Applicability of these General Terms and Conditions

These General Terms and Conditions apply to all offers and agreements between Nunhems Netherlands BV (hereinafter "Seller") and a buyer (hereinafter "Buyer"), except in so far as otherwise provided in writing. The applicability of any general terms and conditions of the Buyer is expressly rejected.

Article 2. Offers and Prices

1. The offers made by the Seller are without commitment. An offer without commitment may be withdrawn up to three working days after receipt of its acceptance. The prices specified in an offer are exclusive of value added tax (hereinafter "VAT"), or equivalent tax types (e.g. GST, sales tax or turnover tax), unless otherwise specified.
2. The Seller reserves the right to change its prices periodically. Each new price listing will invalidate the preceding one with regard to all orders placed after that new price listing.
3. All references by the Seller to product specifications correspond to the most recent product specifications as published by the Seller.
4. Products are packed by the Seller in its own packaging.

Article 3. Harvesting and Processing Reservation

1. All deliveries are subject to the customary harvesting and processing reservation. If the Seller invokes the harvesting or processing reservation, the Seller is not obliged to supply, but will, if possible, try to supply pro rata to the quantity ordered or equivalent alternatives.
2. The Buyer is not entitled to damages if the Seller invokes this reservation.

Article 4. Ordering and Delivery

1. If the quantity ordered in any order differs from the standard quantity applied by the Seller or a multiple thereof, the Seller is free to deliver the nearest higher quantity.
2. The Seller will always act to the best of its ability in fulfilling its obligation to deliver.
3. Sound fulfilment of the Seller's obligation to deliver also includes delivery with a minor difference in size, packaging, number or weight.
4. The Seller is permitted to deliver sold products in parts. If the products are delivered in parts, the Seller has the right to invoice each part separately.

5. Shipments will be delivered EXW Place of load, ex Incoterms® 2010, unless agreed upon otherwise in writing.
6. The Seller undertakes to deliver within a reasonable period, in accordance with the sowing or planting season after the purchase agreement was concluded.
7. An agreed delivery period will not be of the essence. In the event of late delivery, the Buyer must therefore give the Seller notice of default in writing and grant it a reasonable period in which to perform the agreement.
8. The Buyer must specify in writing, upon placing its order or at the Seller's first request, what data, specifications and documents are required pursuant to the regulations of the country in which the delivery is made, such as those relating to:
 - invoicing;
 - phytosanitary requirements;
 - international certificates; and
 - other import documents or import statements.

Article 5. Retention of Title

1. The title to products delivered by Seller and/or the products derived therefrom will remain with Seller, until Buyer has fulfilled properly all obligations under these General Terms and Conditions towards the Seller in connection with these deliveries. .
2. Products delivered by the Seller to which the retention of title pursuant to Article 5 sub 1 applies shall be stored or used in such a way that the quality is guaranteed and the products can be identified as property of Seller.
3. Products delivered by the Seller to which the retention of title pursuant to Article 5 sub 1 applies may be resold or used only in the normal course of business. If they are resold, the Buyer is obliged to demand a retention of title from its buyers.
4. The Buyer is not permitted to pledge the products or to create any other right with regard to the products.

Article 6. Payment

1. Payment must be received by the Seller within thirty (30) days after the invoice date. At the end of that period, the Buyer will automatically and without formal notice be in default; the Buyer will owe interest at a rate of 1% a month or the statutory interest for overdue payment in the Buyer's country, whichever is higher, on the outstanding amount as from the date of default.
2. If the Buyer is liquidated, declared bankrupt or granted a suspension of payments, the Buyer's payment obligations will fall due immediately and the Seller will be entitled to suspend the further performance of the agreement or to dissolve the agreement, all of this without prejudice to the Seller's right to claim damages.
3. If payment in instalments has been agreed, the entire remaining amount will fall due immediately without notice of default being required in the event of late payment of an instalment. The provisions of the last sentence of Article 6 sub 1 apply accordingly.
4. If the Buyer fails to fulfil one or more of its obligations under these General Terms and Conditions or to do so correctly and/or in time:

- the Seller's obligations will automatically and immediately be suspended until the Buyer has paid all amounts due and payable by it (including payment of any out-of-court costs); and
 - the Seller may demand full payment and/or sufficient security from the Buyer, for instance in the form of a bank guarantee to be issued by a reputable banking institution in Seller's country, with regard to the performance by the Buyer.
5. Notwithstanding Article 6 sub 1 above, Seller reserves the right to require payment (or appropriate payment guarantees) prior to or upon delivery of the products to the Buyer.
 6. Under no circumstances is the Buyer authorized to delay any payments due or to deduct any amount from Sellers' invoices due, without the written and prior agreement of the Seller.
 7. If Seller has a claim against a company related to Buyer - e.g. a parent, daughter or sister company - and that company is in a state of bankruptcy or liquidation or has been granted suspension of payment, then Seller may set off that claim against any claim that Buyer may have against Seller, even if Seller's claim may not have become payable at that time.

Article 7. Collection Costs

If the Buyer fails to perform one or more of its obligations under these General Terms and Conditions, all the costs of obtaining payment in and out of court will be for Buyer's account, including the interest due in respect of these costs.

Article 8. Liability

1. The Seller's liability is exclusively governed by this Article.
2. The Seller is not liable for any damage resulting from a shortcoming in the performance rendered, except in the case of intent and/or gross negligence on the part of the Seller and/or its employee.
3. In a situation of force majeure as described in Article 15, Seller shall not be liable for any failure in the performance of any of its obligations under these General Terms and Conditions.
4. In any event and notwithstanding the foregoing, the Seller's liability shall be limited to the invoice value of the performances. The Seller will in no event be liable for any form of indirect damages, such as but not limited to special, incidental or consequential damage, or loss of profit.
5. The Buyer is required to limit as much as possible the damages in respect of which the Buyer submits a complaint to the Seller.
6. Any potential claim for compensation or complaint based on these General Terms and Conditions shall expire in the event that no claim has been issued in writing against Seller within one year of the delivery of the products.

Article 9. Use and Guarantee

1. The Seller guarantees that the performances rendered will comply to the best of its ability with the relevant product specifications. However, the product specifications will not apply as a guarantee. If the products delivered do not comply with the product specifications, the Buyer will be informed. The Seller furthermore does not guarantee that the performances rendered will comply with the purpose to which these are put by the Buyer.
2. If the Seller has specified a germination capacity, it is based only on reproducible laboratory tests. No direct relationship may be assumed between the specified germination capacity and the emergence of the seed at the Buyer. This specified germination capacity merely indicates the germination capacity at the time when and in the circumstances in which the test was performed. Emergence depends, among other things, on the location, cultivation measures and climate conditions at the Buyer.
3. Any and all guarantees on the part of the Seller will lapse if the Buyer processes the products or has them processed, repackages the products or has them repackaged, or uses and/or stores the products incorrectly or has them used and/or stored incorrectly.

Article 10. Defects and Complaint Periods

1. The Buyer must inspect the products purchased upon delivery, or as soon as possible after delivery. In doing so the Buyer must check whether the products delivered comply with the agreement, i.e.:
 - whether the correct products have been delivered;
 - whether the quantity of the products delivered corresponds with the agreement;
 - whether the products delivered meet the agreed quality requirements or—if none were agreed—the requirements that may be stipulated for normal use and/or trading purposes.
2. If visible defects or deficiencies are established, the Buyer must inform the Seller accordingly in writing per registered mail addressed to the Seller within five (5) working days after delivery, specifying the batch, delivery note and/or invoice details.
3. The Buyer must report any invisible defects to the Seller in writing per registered mail addressed to the Seller within five (5) working days after discovery, specifying the batch, delivery note and/or invoice details.
4. Complaints must be described in such a manner that the Seller or a third party can verify them. For that purpose the Buyer must also keep records with regard to the use of the products and, in the event of resale of the products, with regard to its buyers and must impose the same written obligation on its buyers, to the extent possible. If the Buyer does not file a complaint within the aforesaid period, the complaint will not be dealt with and its rights will expire.
5. In the event of a permanent dispute between the parties concerning the germination capacity, varietal trueness, varietal purity or technical purity and health, a (re)inspection may be performed by Naktuinbouw (Netherlands Inspection Service for Horticulture), having its registered office in Roelofarendsveen, the Netherlands, for the account of the unsuccessful party. The inspection will be performed on the basis of a sample taken at Seller by Naktuinbouw and retained by them. The outcome of this

(re)inspection will be binding on both parties, without prejudice to the parties' right to submit disputes regarding the consequences of this outcome to the institutes referred to in Article 18.

6. Although the Buyer has filed a claim in time, this will not suspend Buyer's obligation to pay any outstanding amount.

Article 11. Right of Return

In the event of a valid complaint of the Buyer, parties may agree on a return of (part of) the delivered products. Due to the high quality standards of the products, the products can only be returned in their original, undamaged packing within fifteen (15) days after the invoice date. A credit note shall be issued at 75% of the invoiced amount, excluding VAT or sales/ turnover tax.

Primed seed and seed treated with insecticides cannot be returned and shall thus not be credited.

Article 12. Provision of Information

1. Information provided by the Seller in any form whatsoever is without commitment. Descriptions, recommendations and illustrations in brochures and leaflets are based as closely as possible on experiences in tests and in practice and are not intended as an indication for quality claims and/or warranties. The Seller in no event accepts any liability, however, on the basis of such information for different results in the cultivated product. The Buyer itself must determine whether the products are suitable for the intended growth and/or can be used in the local conditions.
2. As used in the information supplied by Seller, "immunity, resistance and susceptibility" shall mean the following:
 - a) Immunity: Not subject to attack or infection by a specified pathogen or pest.
 - b) Resistance: the ability of a plant variety to restrict the growth and development of a specified pathogen or pest and/or the damage they cause when compared to susceptible plant varieties under similar environmental factors and pathogen or pest pressure. Resistant varieties may exhibit some disease symptoms or damage under heavy pathogen or pest pressure.

Two levels of resistance are defined:

- (i) High resistance (HR*): plant varieties that highly restrict the growth and development of the specified pathogen or pest under normal pathogen or pest pressure when compared to susceptible varieties. These plant varieties may, however, exhibit some symptoms or damage under heavy pathogen pressure.
- (ii) Intermediate resistance (IR*): plant varieties that restrict the growth and development of the specified pathogen or pest, but may exhibit a greater range of symptoms or damage compared to resistant varieties. Moderately/intermediately resistant plant varieties will still show less severe symptoms or damage than susceptible plant varieties when grown

under similar environmental factors and/or pathogen or pest pressure.

* The standard abbreviations HR (high resistance) and IR (intermediate resistance) are used in all languages.

- c) Susceptibility: the inability of a plant variety to restrict the growth and development of a specified pathogen or pest.

Article 13 Use of Trademarks, Logo's and Signs

1. The Buyer may not use trademarks, logo's and signs that are used by the Seller to distinguish its products from those of other legal entities/companies, or use trademarks, logo's and signs that are not clearly distinguishable. An exception applies to the trade in products in the original packaging of the Seller with the trademarks, logo's and signs placed on them by the Seller.
2. Notwithstanding Article 13 sub 1, all intellectual property rights (including but not limited to copyrights, trademarks, logo's, patents, breeder's rights, trade names, brands, confidential know-how) world-wide with regard to the products of Seller, shall remain the property of Seller or the relevant affiliate in the Sellers' group of companies.

Article 14 Intellectual Property Rights

1. Seed from varieties protected by intellectual property rights, applied for or granted in the European Community and/or any other country, or by contract, may not be used for reproduction without the Seller's prior written permission. Conditions may be attached to such permission by way of a contract relating to production or reproduction (propagation), conditioning for the purposes of propagation, offering for sale, selling or otherwise introducing to the market; export; import and storage for one of the purposes mentioned above.
2. In accordance with Article 14 sub 1 above the relevant seed supplied by the Seller may therefore only be used by the Buyer for the cultivation of end products and/or other finished products on the Buyer's premises.
3. The finished product, derived from the seed supplied to the Buyer, may only be sold by the Buyer under the variety name registered by the Seller.
4. The Buyer is obliged to allow the Seller - or a third party that carries out inspections on behalf of the Seller – direct access to the business of the Buyer (including amongst others and in particular to the greenhouses of its business) for inspections. The Buyer shall upon request also allow access to records and accounts that are relevant to the aforementioned inspections. The Seller will inform the Buyer in good time of its plans to visit. The Buyer shall impose the aforementioned obligations to its own customers.
5. If the Buyer finds a mutant in the protected variety, he shall immediately inform the Seller of this by registered post.
6. Where the Seller so requests in writing, the Buyer will provide the Seller with test material from the mutant within two months of receiving the request. The Buyer is aware that anyone finding a mutant in the protected variety requires the permission of

the grower(s) of the 'parent variety' to exploit the mutant. The Buyer is aware in particular that the finder of a mutant requires the permission of the Seller relating to the 'parent variety' in order to carry out any of the following acts: production or reproduction (propagation), conditioning for the purposes of propagation, offering for sale, selling or otherwise introducing to the market; export; import; storage for one of the purposes mentioned above.

7. If the Buyer resells the products of the Seller, the Buyer will impose the obligations he has under this Article 14 upon his buyers, including the obligation for that buyer to impose the same obligations upon his buyer and so forth.

Article 15. Force Majeure

1. The Seller may delay its performance of an obligation towards the Buyer when it cannot perform due to a circumstance that stands in the way of fulfilling the obligation and cannot be attributed to the Seller if and in so far as this circumstance makes performance impossible or unreasonably complicated. Such a circumstance includes - without limitation - extreme weather conditions, natural disasters, acts, regulations or law of any Government, wars or civil commotions, destruction of production facilities or materials by fire, epidemics, failure of public utilities or common carrier, strikes at companies other than the Seller's company, unofficial strikes or political strikes at the Seller's company, a general or partial lack of the necessary raw materials and other goods or services required to render the agreed performance, unforeseeable delays at sub-suppliers or other third parties on which the Seller is dependent, and general transport problems.
2. The Seller will inform the Buyer as soon as possible if he is unable to deliver or to deliver in time due to an event of force majeure.
3. If the event of force majeure lasts longer than two months, both parties will be entitled to dissolve the agreement. In that case neither party will be required to pay any damages to the other party.
4. Insofar the Seller has partially fulfilled or will fulfil its obligations towards the Buyer at the time of the occurrence of a force majeure, and the fulfilled or to be fulfilled part has an independent value, the Seller is entitled to invoice separately and the Buyer is obliged to pay this fulfilled or to be fulfilled part.

Article 16. Export Control

1. Buyer hereby acknowledges and agrees that the products delivered by Seller may be subject to applicable trade sanctions laws, regulations, rules and licenses, including but not limited to those imposed by the United Nations, the United States, the European Union and the Member States of the European Union ('Sanctions Rules'). Buyer shall comply with the Sanctions Rules and agrees that it alone is responsible for ensuring its compliance with these Sanctions Rules. In particular, but without limit, Buyer will not, and will procure that none of its affiliates will use, sell, resell, export, re-export, dispose of, disclose or otherwise deal with the products, directly or indirectly, to any country, destination or person without first obtaining any required export license or other governmental approval, and completing such formalities as may be required

by Sanctions Rules. Buyer shall not do anything which would cause Seller to be in breach of the Sanctions Rules and shall protect, indemnify and hold harmless Seller from any fines, losses and liabilities incurred by Seller as a result of the failure of Buyer to comply with this Article.

2. Failure by Buyer to comply with any part of this Article shall constitute a material breach of the agreement. Seller reserves the right to refuse to enter into or to perform any order, to cancel any order at its sole discretion if Seller believes Buyer has failed to comply with any part of this Article.

Article 17. Indemnification

Buyer shall indemnify the Seller against all claims of third parties for compensation of damage (allegedly) caused by or otherwise associated with any products delivered by the Seller, including claims that have been filed against the Seller in his capacity as producer of the products based on any rule concerning product liability in any country, unless the damage is caused by intent or gross negligence of the Seller and/or its employees.

Article 18. Settlement of Disputes

1. In the event of a dispute the parties will, however, first try to reach a solution in consultation, or otherwise by means of mediation, before the parties submit the dispute to an arbitration tribunal or to the civil court.
2. Unless the parties have agreed on arbitration in consultation, any disputes will be settled by the civil court that is competent in first instance in Limburg, the Netherlands. The Seller will at all times have the right to summon the Buyer before the court that is competent by law or pursuant to the applicable international convention.
3. If a provision of these General Terms and Conditions is invalid, that provision will automatically (by operation of law) be replaced by a valid provision that corresponds as closely as possible to the purport of the invalid provision. The parties must, if necessary, enter into reasonable consultations about the text of that new provision.
4. In that case the other provisions of the General Terms and Conditions will remain fully valid in so far as possible.

Article 19. GMO Disclaimer

The seeds of varieties which are supplied to Buyer are varieties which are not developed by using of the technologies of genetic modification ("GM") . The methods used in the development and identity preservation of these varieties are aimed at avoiding the presence of off-types, which includes avoiding the presence of GM material..

Seed production has been carried out in accordance with production rules in the country where production took place, including stipulated isolation distances. Nunhems is committed to the proper stewardship of its products, supports and has affirmed its commitment to the Excellence Through Stewardship™ industry stewardship initiative to be found at the following website: www.excellencethroughstewardship.org. However, due to free circulation of pollen and because it cannot be excluded that GM material is cultivated by others in seed production areas , admixtures with GM material cannot totally be

prevented. Therefore, no guarantee can be given that the seed lots comprising this delivery are free from any traces of GM material.

Article 20. Applicable Law

1. All agreements between the Seller and the Buyer are governed by the laws of the Netherlands.
2. The United Nations Convention on the Contracts for International Sale of Goods (the Vienna Sales Convention) shall be excluded.