

## **General Terms and Conditions**

(including Terms of delivery and payment)

The present General Terms and Conditions only apply to our business with companies and not with consumers as defined in Section 1 paragraph 1 of the Austrian Consumer Protection Act (Konsumentenschutzgesetz, KSchG).

1. Our offers are non-binding and subject to goods being unsold. Orders are considered as having been accepted upon receipt of our order confirmation or receipt of the goods ordered, as appropriate. All our deliveries are subject to our General Terms and Conditions. In the event that the contract terms of the customer are in conflict with ours, we shall consider them non-binding, even though we may not explicitly oppose them.
2. Should the contract not be fulfilled as a result of default of acceptance or default of payment by the customer and the resulting withdrawal from the contract by the seller, we shall be entitled to demand payment of a contractual penalty of 25 % of the order value plus the corresponding VAT in lieu of performance of the contract.
3. We set and communicate our delivery dates with all due care upon the assumption of normal business. Claims for damages on the basis of late delivery are excluded within the limits of the law.
4. Delivery to the address indicated by the buyer is carried out at the buyer's risk. The risk of accidental perishing or deterioration of the goods shall pass to the buyer at the time of loading, even if the shipment is carried out using the seller's vehicles. However, shipments can be insured upon request of the buyer.
5. Unless otherwise indicated, all prices are quoted in Euro. Furthermore, our prices are quoted net (i.e. excluding VAT) and ex stock. VAT is subject to the VAT rate applicable on the day of delivery. If the assessment ratio for our prices changes by the time of delivery for reasons beyond our control, we reserve the right to increase the prices.
6. Strictly net payment is due 14 days further to the receipt of our invoice. In the event of default of payment, we shall charge default interest of a minimum of 1.25% per month. Bank transfers shall only be deemed as having been made by the buyer from the day on which they are received in our bank account.
7. We reserve the right to withdraw from the contract in the event of reduced crop yield or crop failure and other unforeseeable events.
8. All goods remain our property until receipt of full payment. Payments by cheque or bill of exchange require our explicit agreement. In any case, deliveries and/or services shall be deemed unpaid until such cheques or bills have been honoured. In the event of default of payment, we reserve the right to reclaim the goods concerned upon notice and after a reasonable grace period. In this context, only an explicit reclaim shall constitute a withdrawal from the contract. In instances of default of payment, the buyer shall be obliged to cede to us his claims towards his own customer for the total value of the invoice. Any related fees shall be borne by the buyer in default.
9. Set-off or withholding on the basis of complaints or counter-claims are excluded.
10. Liability for damages according to the Austrian Product Liability Act (Produkthaftungsgesetz) or product liability claims in accordance with other statutory rules for material damage suffered by companies as well as recourse claims are excluded. The customer shall be obliged to agree such an exclusion of liability and recourse with his own contract partners and to oblige them to do the same with their business partners in order to protect us against any liability and recourse claims. The customer is required to inform us promptly on becoming aware of any damage caused by goods delivered by us. This applies specifically if he receives a third-party claim for damages on the basis of product liability or is called upon to disclose his suppliers, if he gains knowledge in any other way of a defect in our goods or if he incurs damage himself. Claims regarding liability, disclosure or recourse are to be made in writing to our management and must include an exact description of the damage, the facts of the case the claim is based on, and proof that the goods in question were bought from us.
11. Our seeds are developed and produced exclusively using traditional breeding and multiplication methods and without the use of genetic modification. We assume no liability whatsoever for the purely incidental and technically unavoidable presence of genetically modified organisms and any damage resulting thereof.
12. The customer shall examine each shipment instantly upon delivery. The seller must be notified of obvious defects in writing stating the defect within five workdays upon delivery, whilst unobvious defects must be reported in writing to the seller within a maximum of five workdays upon discovery. Should any such defect notice be received late, any and all claims shall be invalid. In the case of legitimate claims, we shall have the right to either replace the delivery or to take back the goods. The same applies where the delivery contains goods other than those ordered. In any case, the liability of the seller is limited to the amount invoiced for the relevant article. Indemnification claims of any kind, including consequential damages, are excluded within the limits of the law. We do not accept any liability for the performance of the seeds, since the latter is dependent on external factors and is thus beyond our control. Furthermore, the customer explicitly declares that he is fully aware of the suitability of the chosen variety.
13. The warranty period is limited to six months.
14. All legal relationships are exclusively subject to Austrian law. Linz a. d. Donau is the agreed place of performance and jurisdiction.
15. Should one or several of the provisions of these Terms and Conditions be invalid or unenforceable, the validity of the remaining clauses shall remain unaffected. The parties shall agree on a valid, enforceable substitute provision that reflects as closely as possible the economic interests of both parties. The same applies in the event of unintended omissions.