

DLF SEEDS LTD. ("The Seller")
CONDITIONS OF SALE

1. Conditions Applicable

- 1.1 These conditions shall apply to all Contracts for the sale of goods by the Seller to the entity buying the goods ("Buyer") to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- 1.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions.
- 1.3 The order for Goods shall only be deemed accepted when the Seller issues a written acceptance of the order.
- 1.4 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.
- 1.5 Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

2. Product Standard

- 2.1 All seed sold by the Seller shall comply at the time of delivery with the UK Seeds Regulations currently in force unless otherwise stated.
- 2.2 All information concerning the Goods whether contained in advertisements catalogues or given by employees or agents of the Seller is given for general guidance only. The Buyer is advised that any such information given to him does not constitute a representation by the Seller and should not be relied on as such. The Buyer should satisfy himself that any goods which he orders are of a variety and performance satisfactory for his requirements and so orders such goods at his own risk.

- 2.3 Unless agreed in writing by the Seller all fodder crop seed is sold solely for the production of animal fodder and no warranties are given beyond the UK Seeds Regulations currently in force for any other use.

3. Availability of Goods

- 3.1 Orders are accepted by the Seller subject to Goods of the contract description being available to the Seller at the time delivery is required, as to which the Seller accepts no obligation. If the Seller's production contracts with third parties do not produce sufficient quantities of Goods of the contract description to meet the Seller's requirements, the Seller shall not be under any obligation to purchase Goods from alternative sources of supply.
- 3.2 If the Seller has insufficient Goods of the contract description available to meet all its requirements, the Seller shall be entitled to allocate such Goods as are available to it in such quantities and to such buyer or buyers as it shall in its absolute discretion determine, or in the case of a grass mixture, to alter the contents of such mixture.
- 3.3 The Buyer shall pay pro-rata for any partial delivery of the Goods ordered. If the Seller is unable to deliver any Goods to the Buyer the contract for the sale thereof shall terminate without any further liability on either party. The Seller shall use all reasonable endeavours to notify the Buyer at the earliest opportunity of any shortages or non-availability of Goods.
- 3.4 Quotations for mixtures of seed are given in the belief that the varieties stated are freely available in good quality and at reasonable cost. The Seller reserves the right to substitute comparable alternative varieties if in its judgement it is desirable or necessary to do so. Any such changes will be shown, as a minimum, on the packaging label.

4. Price and Payment

- 4.1 All prices are quoted exclusive of value added tax.
- 4.2 The Seller reserves the right to increase the price to reflect the imposition of or increase in any tariff or tax and in the case of imported Goods any variation of exchange rates after the date of acceptance unless otherwise agreed in writing.
- 4.3 Payment for the Goods shall be made in full by the Buyer within twenty-eight days of despatch of the Goods unless otherwise agreed in writing.
- 4.4 If payment is not made in full by the due date, the Seller reserves the right to charge interest on the price or part unpaid thereof in accordance with The Late Payment of Commercial Debts (Interest) Act 1998, as amended or replaced from time to time. Alternatively, the Seller reserves the right to collect any credit charges due on late payments, where these are included on the related invoices.
- 4.5 The Seller reserves the right to cancel any order or suspend delivery if in the Seller's sole opinion it considers that any of the Buyer's obligations may not be met and the Seller reserves the right to require immediate payment at any time.
- 4.6 In the event that the Buyer i) being an individual shall die or commit an act of bankruptcy or make any arrangement or composition with his creditors or ii) being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if any petition for the appointment of an administrator is presented against the Buyer or if the Buyer shall suffer any analogous proceedings under foreign law, any sums due to the Seller shall become immediately due and payable and the Seller may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Seller without incurring any liability to the Buyer.

5. Delivery and Risk

- 5.1 Delivery dates are approximate only and time shall not be of the essence unless otherwise agreed in writing.
- 5.2.1 The Goods shall be delivered to the Buyer at the address specified by the Buyer. The risk in the Goods shall pass to the Buyer upon such delivery taking place.
- 5.2.2 Unless otherwise agreed the Seller shall arrange for carriage of the Goods to the Buyer's address. The costs of carriage and any insurance which the Buyer reasonably directs the Seller to incur shall be reimbursed by the Buyer and shall be due on the date for payment of the price. The carrier shall be deemed to be the Buyer's agent.
- 5.3.1 The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with these conditions.
- 5.3.2 No failure of or delay in delivery of any instalment nor any defect in the Goods the subject thereof shall entitle the Buyer to treat the Sale Contract as repudiated.
- 5.3.3 Failure by the Buyer to take delivery of any instalment of the Goods or to pay for such instalment in accordance with these conditions shall entitle the Seller to terminate the Contract and/or re-sell the Goods, in which case the Buyer shall be liable for any costs or losses incurred by the Seller.
- 5.4.2 Unless otherwise agreed in writing pallets, returnable chemical packages or containers shall be returned or paid for within twenty-eight days. Alternatively in case of delivery on pallets suitable pallets may be exchanged at the time of delivery.
- 5.4.2 The Buyer shall indemnify the Seller against all losses resulting from non-payment for or non-return of pallets.

6. Title

- 6.1 In spite of delivery having been made the ownership of the Goods shall not pass from the Seller until:
 - 6.1.1 the Buyer has paid the price plus VAT in full and;
 - 6.1.2 there are no other sums whatever due from the Buyer to the Seller.
- 6.2 Until ownership of the Goods passes to the Buyer in accordance with clause 6.1, the Buyer shall hold the Goods on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- 6.3 The Seller shall be entitled to recover the price plus VAT notwithstanding that ownership of any of the Goods has not passed from the Seller.
- 6.4 Until such time as ownership of the Goods passes from the Seller, the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or re-sold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and re-posses the Goods.
- 6.5 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so, all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

7. Force majeure

- The Seller will not be responsible for the any loss or damage whatsoever caused through its inability to fulfil or delay in fulfilling any order due to any circumstances or occurrences beyond its control. In the event of such inability or delay the Seller shall be entitled after a reasonable period of time to determine the Contract wholly or in part cancelled, without incurring any liability whatsoever.

8. Claims

- 8.1 Claims by the Buyer based upon those defects of quantity, quality or condition ("Claim") which ought to be apparent upon reasonable examination shall be notified to the Seller by telephone or facsimile transmission and written confirmation despatched within five business days of delivery of the Goods.
- 8.2 The Buyer shall not be entitled to make any claim unless the Goods were supplied by the Seller, have been properly and appropriately stored during the period after arrival at their destination and were sown on suitably prepared ground, treated carefully and correctly throughout, and subjected only to such conditions as were likely to produce a favourable crop. The Buyer shall also take all necessary and reasonable measures to mitigate damage or loss without prejudice to any claim of either party.
- 8.3 Some seed sold by the Seller is chemically treated to control pests and diseases. The Buyer shall strictly observe the precautions detailed on the packaging in default of which the Seller will accept no complaint.
- 8.5 The Seller believes the Goods to be free from latent defects but it is not a condition of sale nor does the Seller warrant that any Goods sold shall be free from such defect and in consequence will not be responsible for the resultant crop.

9. Limitation of Liability

- 9.1 Nothing in these conditions shall exclude or limit the Seller's liability for i) death or personal injury caused by its negligence, or ii) fraud or fraudulent misrepresentation, or iii) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 9.2 The Seller shall not be liable for any indirect, special, incidental or consequential loss or damage or punitive damages of any nature, including, but not limited to, business interruption costs, loss of production/growth, loss of contracts, loss of profit, injury to reputation or loss of customers, or for any other consequential or indirect loss whatsoever. These limitations of liability apply for all liabilities, including but not limited to, liability for delay, defects and product liability.
- 9.3 In the event that any Goods supplied by the Seller do not comply with the express terms of the Contract, the Seller will at its option replace the Goods free of charge to the Buyer or will refund all payments made to the Seller by the Buyer and this shall be the limit of the Seller's obligation
- 9.4 Regardless of the ISF Rules, The Specific Rules, part B, Article 18, the total aggregate liability of DLF shall not exceed the invoiced sales price for the goods giving rise to such claim – but in no circumstance more than a total aggregate liability of the Seller of EUR 75,000 per lot - irrespective of the nature of the claim(s), whether in contract, tort, warranty or otherwise.
- 9.5 The Seller excludes all liability whatsoever for any defects in the Goods i) which could not reasonably have been discovered by the Seller prior to delivery, or ii) occurring without any negligence on the part of the Seller, or iii) for any lack of effectiveness of any chemical treatment of the Goods.
- 9.6 The price of the Goods is based on the limitations upon the Seller's liability. The price of the Goods would be much greater if a more extensive liability were required to be undertaken.
- 9.7 No liability is accepted for any damage whatsoever arising from traces of genetically modified impurities in the seeds.
- 9.8 The Buyer shall indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards any third party in respect of loss or damage for which the Seller is not liable towards the buyer.

10. Multiplication

- Unless otherwise expressly agreed in writing by the Seller, the Goods are sold for the production of consumer crops and the Buyer shall not use the Goods for the multiplication of seeds.

11. Arbitration

- 11.1 All international trade and deliveries to and from a country outside the UK are subject to the rules of the International Seed Federation.
- 11.2 Any dispute shall be referred to arbitration in accordance with the rules of the Arbitration Service of the British Society of Plant Breeders. All parties to the Contract shall be deemed to have knowledge of such rules and to have elected to be bound thereby.
- 11.3 Arbitration proceedings shall be commenced as regards claims relating to quantity or quality within twenty-eight days from the date of arrival of the Goods at their ultimate destination and as regards technical claims within ninety days of delivery.

12. Health and Safety

- 12.1 The Buyer shall take all reasonable steps to ensure that the Goods are safe and without risk to health when properly used in accordance with instructions or information supplied to the Buyer.
- 12.2 The Buyer shall indemnify the Seller against all costs, claims, demands, expenses and liabilities of whatever nature other than in respect of death or personal injury arising out of or in connection with the sale or use or possession of the Goods by the Buyer.

13. Governing Law

- The construction validity and performance of this Contract and all matters pertaining thereto shall be governed in all respects by English Law and subject to the jurisdiction of the English Courts.