
GENERAL TERMS AND CONDITIONS OF SALE AS JULY 1st, 2022

1. – SCOPE OF THE GENERAL TERMS AND CONDITIONS OF SALE

1.1. These General Terms and Conditions of Sale (hereinafter “GTCS”) apply to all seeds and grains marketed by Semences de France in Metropolitan France.

1.2. They are supplied to any buyer who requests them for a professional activity and constitute the sole basis for commercial negotiations with the buyer.

1.3. The placing of an order implies total and unconditional acceptance of these GTCS, to the exclusion of any other document or clause to the contrary not stipulated herein nor expressly agreed to by Semences de France, and which will not be enforceable against the latter.

1.4. Should Semences de France choose at any given moment not to impose any of the clauses of these GTCS, this shall not be construed as a waiver of the right to exercise any of these clauses at a later date.

2. – PRICE RATES – CATEGORY-SPECIFIC TERMS AND CONDITIONS – SPECIAL TERMS AND CONDITIONS OF SALE

2.1. The list of unit price rates (tariff) is that applicable on the date of the order. The buyer shall be informed periodically of pricing modifications which shall be applied with prior notice of one month, except in the event of changes in the general economic conditions and in particular of rises in the price of raw materials or increases in public charges, in which case Semences de France reserves the right to pass on in full or in part any increase in the price of raw materials which would have a direct impact on the sale price of seeds and grains.

In such cases, Semences de France shall reserve the right to modify its price rates immediately, even for the current period, subject to the provision of objective evidence of such a change in the general economic conditions.

2.2. These GTCS may be supplemented by category-specific terms and conditions of sale, differentiated by category of buyer (hereinafter “CTCS”), drawn up pursuant to article L.441-1 of the French Commercial Code and establishing the conditions of sale, price reductions and settlement terms for each category of buyer.

2.3. Furthermore, Semences de France reserves the right to derogate from certain clauses of these GTCS and/or CTCS based on negotiations with the buyer, by drawing up special terms and conditions of sale (hereinafter “STCS”).

2.4. These GTCS, any CTCS, any STCS and the price rates of the seeds and grain form an indivisible whole.

3. – SEEDS AND GRAINS QUALITY

3.1. Semences de France shall make every effort to produce and/or market seeds and grains compliant with legal and regulatory requirements, and with their market authorisation where appropriate.

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To this end, the seeds and grains offered for sale are conventional non GMOs produced according to enhanced specifications (both regarding the requirements during cultivation and at factory level), aimed at reducing to a minimum the adventitious presence of GMO impurities in the seeds and grains. However, given that seeds and grains production takes place in open fields and in particular that the natural elements lead to the movement of pollen, and in view of the impossibility of excluding all admixture, it is not possible to guarantee that all batches making up the consignments are free from any unintended traces of GMOs.

3.2. Semences de France shall only be responsible for the supply of compliant seeds and grains, and not for the results obtained from their use, which may vary due to exogenous factors outside the scope of responsibility of Semences de France.

4. – ORDERS AND PRICES

4.1. Sales shall only be effective after acceptance of orders by Semences de France.

The confirmation by Semences de France alone shall be valid in case of dispute.

Any order even if confirmed, shall only be binding on Semences de France on provision of good references, in the absence of which it reserves the right to cancel the sale or to require payment before departure or to be in receipt of any guarantee deemed necessary.

4.2. Prices shall be deemed those valid on the day of written confirmation of the buyer's order by Semences de France or failing this, on the day the order was placed by the buyer.

4.3. Unless otherwise stated, the prices are exclusive of tax from Semences de France's factories, plus shipping costs, in standard packaging, excluding any special packaging requested by the buyer, which may be subject to additional invoicing.

4.4. Any price reductions and discounts that may be applied by Semences de France in accordance with regulations are those specified in the current price list, which is made available in conjunction with these GTCS to any buyer who requests them for a professional activity, regardless of any supplementary price reductions negotiated as part of the STCS where appropriate.

4.5. Any changes to the order requested by the buyer can only be taken into account if:

- They are notified in writing by the buyer to Semences de France
- They are duly accepted by Semences de France, at the sole discretion of the latter

4.6. If the buyer cancels an order for seeds and/or grains in production or already produced, Semences de France reserves the right to claim, as damages, the value of the seeds and/or grains in production or already produced at the request of the buyer.

4.7. Where applicable, the unit price list (tariff) specifies the minimum order.

4.8. Unless otherwise agreed in writing between the buyer and Semences de France, the price conditions and the conditions indicated in an order only apply to that particular order.

Semences de France may therefore, in the case of subsequent orders from the buyer:

- increase the price of seeds and grains ;
- modify the conditions of transport or payment or the quantity required per shipment

5. – DELIVERIES

5.1. As the period in which the seeds and grains are likely to be delivered depends mainly on weather conditions at the time of harvesting and bringing in the seeds and grains, any delivery dates indicated on the orders are not binding on Semences de France and should be considered as given for guidance only.

5.3. Any delay in delivery shall not give rise to any penalty or compensation from Semences de France on any grounds whatsoever.

5.3. Failure to deliver for reasons other than force majeure may not result in Semences de France paying compensation in excess of the selling price of the seeds and grains concerned, the buyer waiving any recourse beyond this limit.

Orders shall nevertheless be fulfilled as soon as possible according to the availability of the seeds and grains.

5.4. In the event of repeated failure to meet delivery deadlines exclusively attributable to Semences de France, the latter shall undertake to engage in good faith in any dialogue requested by the buyer in order to assess possible arrangements for the coverage of the direct damage effectively suffered by the buyer, the onus of proving this damage being on the buyer.

5.5. An invoice shall be issued for each delivery and shall include all legally required information, in particular any discounts acquired on the date of the sale directly linked to it.

6. – SHIPPING - RECEIPT

6.1. Unless otherwise agreed in writing, seeds and grains are sold "EXW". Consequently, they travel according to custom and law, at the buyer's risk, who must make all reservations with the carrier, whatever the conditions of sale.

6.2. The liability of Semences de France shall terminate once the seeds and grains are handed over to the carrier.

In this respect it is the responsibility of the recipient of the seeds and grains to check the conditions, quantity and weight of the seeds and grains received on arrival, to make any reservations to the carrier in the event of shortage or damage and to confirm them by registered letter with acknowledgement of receipt within 3 calendar days in accordance with article L 133-3 of the French Commercial Code, while sending a copy to Semences de France.

6.3. Seeds and grains are always considered as approved on departure.

In this respect, the net weight giving rise to invoicing shall be that recognised by weighing carried out on departure from Semences de France's facilities and warehouses and recorded on the weighing tickets, or failing this, by reference to Semences de France's shipping documents.

The buyer has the right to be present at the loading or to be represented.

6.4. In order to safeguard the quality of the seeds and grains supplied by Semences de France, the buyer shall be solely responsible for their reception and storage.

To this end, the buyer shall undertake to store the products in a moisture-free, weather-proof environment, away from heat and excessive dust, in regularly cleaned premises protected from rodents and other pests by appropriate means which will not contaminate the seeds and grains.

6.5. The buyer, once he has organised and taken charge of the transport of the products, recognises his obligation to take charge, at the first request of Semences de France, of any sum claimed from Semences de France in respect of the transport of the products invoiced by Semences de France to the buyer, in particular the sums which would be due in application of the provisions of article L.132-8 of the Commercial Code.

7.- FORCE MAJEURE

7.1. Semences de France shall not be held liable for any delay or failure to fulfil any one of its obligations due to force majeure, defined under article 1218 of the French Civil Code as an event beyond its control and that could not have reasonably been foreseen when the order was placed and the effects of which could not have been avoided by any appropriate measures, subject, however, to Semences de France notifying this event to the buyer within ten (10) calendar days of its occurrence.

By explicit agreement, cases of force majeure include but are not limited to the following: explosions, fires, destruction of machinery, of factories and of plant of any kind; natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning strikes; war, riots and revolutions; pandemics and epidemics, in particular those classified as force majeure by the public authorities; boycotts, occupations of factories and other premises, strikes; orders, regulations, decisions, legislative or regulatory provisions emanating from any public authority.

7.2. Semences de France shall be entitled, in the event that one or other of these impediments affecting it or one of its suppliers lasts more than a month, to inform the buyer expressly of the cancellation of the sale.

7.3. The buyer shall not be permitted to invoke force majeure in respect of the obligation to pay.

8. CHANGES IN ECONOMIC CIRCUMSTANCES

8.1. Semences de France and the buyer shall have agreed on the sales contract taking into account the circumstances

existing at the time of placing the order, and they shall expressly declare they shall not accept the consequences of any unforeseeable change in these circumstances within the meaning of article 1195 of the French Civil Code.

8.2. In the event that circumstances unforeseeable at the time of the placing of the order and outside the Parties' normal expectations, which have the effect of modifying to the point of making detrimental for one or other of the parties the fulfilment of its obligations, the burden of proof lying with the party invoking this clause, the parties shall renegotiate the sales contract in good faith and within a period not exceeding thirty (30) days from the request for renegotiation expressed by one of the Parties to the other.

9.- WARRANTIES - LIABILITY

9.1. Semences de France shall ensure that the seeds and grains are delivered pursuant to the stipulations of the applicable regulations, in particular to the certification standards of the Official French Inspection and Certification Service, equivalent to European or OECD standards.

9.2. Semences de France shall not cover any express or implied warranty regarding the market value of the seeds and grains, or their capacity to achieve a particular result or in any other respect, except as regards legal warranties.

9.3. Semences de France shall accept no liability for any damage appearing after the seeds is in the ground if the buyer has not taken a reference sample of the said seed on delivery for the purposes of analysis, which shall be carried out by the Official French Inspection and Certification Service or by the National Seed Testing Station (SNES-GEVES) of the French Ministry of Agriculture.

The costs of sampling and analysis shall be borne by the buyer, except in the event that evidence is found of a defect involving the liability of Semences de France, in which case these costs shall be borne by the latter.

9.4. In all cases Semences de France and its insurers shall be liable to the buyer and its insurers only for the direct material consequences of the seeds and grains delivered to the buyer within the limit of the price of the seeds and grains concerned.

The limit of liability shall cover both compensation for damage :

- arising from the non-conformity of the seeds and grains;
- resulting from the marketing and/or use of the seeds and grains concerned

This liability is not presumed and will require the buyer or his insurers to provide proof of the amount of direct material damage, of a fault on the part of Semences de France and of a causal link.

The liability of Semences de France and its insurers shall not be limited in the event of gross negligence or intent or when it contravenes a rule of public order.

The buyer undertakes to obtain from his insurers the same limitation of liability and recourse against Semences de France and its insurers.

9.5. In all cases, any seeds or grains replaced or reimbursed, for whatever reason, must be returned to Semences de France as soon as possible after replacement or reimbursement.

9.6. In the event that the complaint leads to a decision by the buyer to initiate an expert appraisal, this may only be initiated on condition that the buyer hands over to Semences de France an unopened bag of seeds or grains from the batch concerned.

9.7. From delivery of the seeds or grains, all legal obligations for which the holder of the products is liable shall be borne by the buyer.

10.- PROFESSIONAL INDEMNITY INSURANCE

10.1. Semences de France has taken out professional indemnity insurance with Allianz Global Corporate & Specialty SE (policy FRL00191720) and the certificate of insurance to this effect is available to the buyer.

10.2. Semences de France is engaged in the distribution of plant protection products to professional users under the registration number IF02110.

11.- PAYMENT TERMS APPLICABLE TO THE BUYER

11.1. Payment for seeds and grains shall be made at the registered office of Semences de France, whatever the payment method.

11.2. Unless otherwise specified in the unit price list (tariff) and subject to specific negotiations with the buyer, Semences de France's invoices are payable within 30 days end of month from the date of issue of the invoice.

11.3. No discount will be granted for early settlement.

11.4. Payment for sales shall be made by bank transfer, unless specifically stipulated to the contrary.

11.5. Any amount not paid on the due date shall incur late payment charges on the buyer calculated on the basis of the 3-month EURIBOR rate in force on the due date plus 10%, though his penalty shall not be less than three (3) times the legal interest rate in force on the scheduled due date.

11.6. These late fees are payable by right and a fixed compensation amount equal to 20% of the amount owed shall be added to them, with a minimum fee of 40 euros for recovery expenses in accordance with the regulations.

11.7. Failure to make any one payment due shall render the total sum outstanding immediately due, without any need for prior formal notice or any formalities, and this releases Semences de France automatically from all commitments towards the buyer until the payment terms have once again been met.

11.8. The buyer shall be prohibited from automatically deducting any penalty, indemnity or compensation for any reason whatsoever from the amount of any of the invoices issued by Semences de France, without first having allowed the latter to verify the legitimacy of the issuing by the buyer of the corresponding penalty debit note, even if the principle

of the penalty, indemnity or compensation has been accepted by Semences de France prior to the sale.

11.9. Any dispute involving an invoice can only be accepted by Semences de France if the buyer notifies Semences de France, stating the reasons for the dispute, by registered letter with acknowledgement of receipt within fourteen (14) calendar days, or be subject to forfeiture.

12.- PAYMENT TERMS APPLICABLE TO SEMENCES DE FRANCE

12.1. Payment of any applicable discounts shall be conditional on the settlement of any outstanding invoices for products.

12.2. Payment for any services that may be provided by the buyer and to which Semences de France has subscribed shall be conditional on:

- the conclusion of a written contract specifying the services offered by the buyer and subscribed by Semences de France in accordance with the regulations;
- presentation of the agreed deliverables;
- validation by Semences de France of the deliverables submitted by the buyer.

12.3. In all cases:

- Payment of invoices for services can only be made if the corresponding invoice, validated in accordance with the provisions above, is sent to Semences de France within 12 months of the performance of the service concerned
- Notwithstanding the terms of the written contract specifying the services offered by the buyer and subscribed to by Semences de France, the buyer will be liable for any damage arising from the performance of the services and/or the content of the deliverables delivered to Semences de France

12.4. If the buyer fails to submit the deliverables attesting to the completion of each of the services, for whatever reason, and their validation by Semences de France, the service(s) concerned shall not be considered as completed and the remuneration already paid by Semences de France in respect of the said service(s) shall be forfeited, the service(s) concerned may not be considered to have been carried out and the remuneration already paid by Semences de France in respect of the said service(s) must be returned by the buyer to Semences de France as soon as possible and spontaneously, without any request for reimbursement having to be made by Semences de France.

12.5. In the event that the buyer should become aware, for whatever reason, that he will not be able to carry out all or part of the agreed services, he undertakes to inform Semences de France as soon as possible. Failing this, the buyer acknowledges that he may be liable to Semences de France and that he will be liable for any loss suffered by Semences de France as a result of this lack of information and failure to carry out the agreed services.

12.6. Invoices for services provided by the buyer can only be settled if they include:

- an indication of the period concerned;

- an indication of the reference period used to calculate the fees for the services rendered (deposit, invoice for on-going period, ...);
- an invoicing line giving a description of the service for each service rendered

13.- RETENTION OF TITLE

13.1. All seeds and grains sold shall remain the property of Semences de France until effective payment of the full price (principal and accessory charges). The presentation of an instrument creating an obligation to pay does not constitute payment within the meaning of this clause.

13.2. These provisions do not prevent the transfer to the buyer, on delivery, of liability for any risk of deterioration of the seeds and grains sold, or for any damage they may cause.

13.3. In the event of the failure of the buyer to make one of the payments on the due date, Semences de France shall be entitled, without prejudice to its rights and at the buyer's expense, to demand the return of the seeds and grains to which it has retained title and, if Semences de France sees fit to do so, to invoke its warranty by transferring them to a third party at the buyer's risk.

14. – PRODUCT RECALL/WITHDRAWAL

14.1. The buyer shall undertake to cooperate without delay in any action required as part of any product recall or withdrawal procedure initiated by Semences de France and in accordance with the instructions provided to the buyer by Semences de France for this purpose.

14.2. In this respect, the buyer shall undertake to:

- Assemble at a single storage point the recalled or withdrawn products it would have sold to its own customers
- Ensure that all the products may be collected in a single operation

15. - CONFIDENTIALITY

15.1. Semences de France shall not disclose or use any confidential information, which is defined as all scientific, technical or commercial information obtained from the buyer, for any purpose other than the completion of the sale of seeds and grains to the buyer.

15.2. The aforementioned undertakings regarding confidentiality shall not apply to information:

- Which is in the public domain at the time of its provision
- Which, once provided, comes into the public domain in any way, unless Semences de France is at fault
- Which Semences de France can establish as having been in its possession at the time it was provided by the buyer and as not having been obtained by Semences de France, directly or indirectly, in confidence
- Which was or will be lawfully provided by third parties without any obligation of secrecy

- The supply of which is required under a mandatory legal or regulatory provision, subject to the information thus supplied being limited to that which is strictly necessary
- Which is provided to a company in the group to which Semences de France belongs, except in the case of a direct competitor of the buyer

15.3. The obligation of non-disclosure shall not be applicable, either in respect of courts or authorities, including competition authorities, or with regard to any of the principals or agents of Semences de France or to any undertakings connected to them within the group to which they belong.

15.4. The buyer shall ensure that its own employees, agents or representatives meet the same confidentiality requirements as those addressed in this article.

16. – INTELLECTUAL PROPERTY RIGHTS

16.1. The buyer shall be authorised by Semences de France to use all trademarks, logos, distinctive signs or rights to any other intellectual property belonging to Semences de France and relating to the seeds and grains, for the exclusive purpose of presenting, promoting and marketing the seeds and grains to its own customers.

16.2. Semences de France reserves the right to oppose, terminate or seek redress for any use of its intellectual property or its know-how which it considers to be unfair, parasitic commercial practice, harmful to its image or incompatible with any rights it may have granted.

16.3. The buyer shall undertake to use the trademarks, logos, distinctive signs or rights to any other intellectual property belonging to Semences de France and relating to the seeds and grains in conditions that do not adversely affect the rights of Semences de France and in particular, cannot be regarded as misleading commercial practice.

16.4. The buyer shall be solely responsible for the use of the rights of third parties when presenting, promoting and marketing products to its own customers.

17. – COMPLIANCE WITH ETHICAL STANDARDS

17.1. Semences de France shall not directly or indirectly offer to, seek from, accept from or propose to any employees, agents or representatives of the buyer, any remuneration, favour or benefit whatsoever regarded or that might be regarded as an illegal or corrupt practice, in order to receive or retain a commercial advantage.

17.2. Semences de France warrants that it has not sought payment of any commission, nor accepted to receive any commission from any employee, agent or representative of the buyer, in breach of the aforementioned undertaking.

17.3. The buyer shall ensure that its own employees, agents or representatives meet the aforementioned requirements as regards any employee, agent or representative of Semences de France.

18. –PERSONAL DATA PROTECTION

18.1. Data relating to Semences de France and to the buyer may constitute personal data and as such are protected under the provisions of the French Data Protection Act n° 78-17 of 6 January 1978 subsequently amended regarding information technology, data files and civil liberties (hereinafter referred to as the “Data Protection Act), and by European Regulation n° 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, known as the European General Data Protection Regulation (GDPR) (hereinafter referred to as “the Regulation”).

For this reason, Semences de France and the buyer shall each undertake on their own behalf to comply in full with the provisions of the Data Protection Act and the Regulation, as well as with any French or European regulations which may amend, supplement or replace them, and in particular to put in place all appropriate measures to protect the security of personal data, including to prevent them from being misrepresented, damaged or communicated to unauthorised third parties, even on an ex gratia basis.

18.2. To this end, Semences de France and the buyer shall each undertake on their own behalf, as regards personal data processed in the context of sales of the products of Semences de France to the buyer to:

- Ensure personal data are protected and confidential by implementing appropriate technical and organisational measures in order to guarantee a level of security appropriate to the risk presented, as required by the provisions of article 32 of the Regulation
- Inform the data subjects of the processing of their data in the context of sales of seeds and grains by Semences de France to the buyer and allow them to exercise their rights, as required by the provisions of the Regulation
- Put in place procedures so that any third parties that Semences de France or the buyer authorises to have access to personal data, including any subcontractors and service providers they may use, shall respect and maintain the confidentiality and security of the data
- Notify the other party in writing without undue delay of any unauthorised access to personal data, or in general, of any security breach, giving the relevant details of this breach.

A “security breach” is understood to mean any accidental or deliberate breach of personal data security and in particular access to, or destruction, loss, corruption or unauthorised disclosure of personal data kept or processed in the context of sales of seeds and grains by Semences de France to the buyer

- Respect the principles of minimisation and proportionality as regards the volume, nature and/or retention period of personal data processed in the context of sales of seeds and grains by Semences de France to the buyer

In this regard, on termination of trading relations between Semences de France and the buyer, return or destroy all documents containing personal data, unless legally required to keep them, in particular for purposes

of proof. The deletion operations shall be carried out in such a way as to ensure the complete disappearance of the personal data, using specialist service providers or state-of-the-art tools

18.3. Semences de France and the buyer, shall each undertake on their own behalf to ensure that any change in personal data protection regulations which could lead to the tightening of either Party's obligations, is immediately implemented by the Party concerned, at its own expense.

19. – PROOF OF COMMUNICATION BETWEEN THE SELLER AND THE BUYER

19.1. Files, data, messages and computerised records stored respectively in the computer systems of Semences de France and of the buyer, shall be accepted as evidence of communication between parties, provided that the party from which they originate can be identified and that they are generated and kept in conditions such as to guarantee their integrity.

19.2. In the event of a discrepancy between a document in electronic form and a hard copy, the hard copy shall take precedence over the electronic document and shall be admitted as evidence.

20.- GOVERNING LAW – SETTLEMENT OF DISPUTES

20.1. These General Terms and Conditions of Sale shall be governed by French law, with the exception of its conflicts of law rules and of the 1980 Vienna Convention of the International Sale of Goods.

20.2. With the exception of cases of urgency justifying recourse to emergency legal proceedings, Semences de France and the buyer undertake, in the event of a dispute arising between them relating to the negotiation, formation, validity, interpretation, execution and/or termination of the sale of seeds and grains governed by these GCS, prior to any legal action, to implement a procedure intended to facilitate an amicable settlement as quickly as possible.

To this end, as soon as Semences de France or the buyer identifies such a dispute, it will request the convening of an initial *ad hoc* meeting, bringing together representatives of Semences de France and the buyer at General Management / Executive Committee level, in order to discuss the settlement of the matter in dispute. This meeting will be convened by registered letter with acknowledgement of receipt. This first meeting shall be held within a maximum period of fifteen (15) working days from the date of notification to the addressee. Semences de France and the buyer will then have a period of thirty (30) days to arrange additional meetings after each meeting. If no solution is found within this period, confirmed in writing by the representatives of the two parties, each party shall resume its freedom of action.

20.3. If necessary, the Commercial Court of Paris shall have sole jurisdiction, whether it is a main claim, a guarantee

appeal or forced intervention, or a summons for summary proceedings, even in the event of multiple defendants