

General Terms and Conditions of Business for Seed Treatment (Service)

As a matter of principle the following conditions apply to the services of BENARY Samenzucht GmbH (hereinafter "BENARY"), in particular to the "Seed Treatment" service range.

Section 1 Subject matter of contract

- 1.1 The subject matter of contract is the treatment of seeds incorporated by the contracting party, e.g. cleaning or coating. "incorporated seeds" within the meaning of the above sentence 1 is understood to mean the seeds forwarded by the Principal which at no time shall be mixed, blended or otherwise grouped together with BENARY's other seeds. BENARY is not and therefore shall not become neither the legal nor contractual owner of the incorporated seeds. In other respects, with regard to the treatment services in accordance with sub-section 1, sentence 1, BENARY is not required to bring about success in a specific sense but rather perform an activity to the best of its ability geared towards success.
- 1.2 In the case of an awarded contract, the Principal shall forward to BENARY information in text form about the precise type and performance of the service or delivery, in particular about the type, variety, lot and quantity as well as the intended processing of the seeds.
- 1.3 The Principal undertakes, in particular, to forward potential variety and property rights as well as other third party rights to the seeds with their permission for the processing. Incorrect, incomplete and/or delayed forwarding shall entitle BENARY to reject the order or suspend the delivery until the matter has been clarified and assert claims for damages.

Section 2 Order acceptance, entering into contracts, subsidiary agreements

- 2.1 BENARY shall only accept an order by way of confirmation, in text form, of the order and information in accordance with Section 1.
- 2.2 A contract on the rendering of the "Seed Treatment" service shall only be brought about between BENARY and the Principal following confirmation of the order in text form and furnishing the information stated in Section 1.
- 2.3 Subsidiary agreements, amendments and agreements to the contrary in respect of the delivery or service on the part of BENARY shall be subject to confirmation in text form in order to be deemed legally valid.

Section 3 Copyright

BENARY reserves property and copyrights to all forwarded documents and information. They may not be made available to third parties. Furthermore, BENARY undertakes to make available to third parties documents and information described as confidential by the Principal only following approval granted by the Principal.

Section 4 Pricing

Where the price of the delivery or service has not been specified separately, pricing shall be made in euros based on the price list that is valid on the day of the delivery or service. Shipping packaging for the goods shall be charged in accordance with the current price list and shall not be taken back.

Section 5 Right to refuse performance

BENARY shall be entitled to refuse performance if, after entering into the contract, considerable doubts arise about the Principal's ability to pay and the Principal fails to make payment in advance or provide security following a request to do so.

Section 6 Bearing of risk

The seeds earmarked for treatment by the Principal are only to be supplied to BENARY following a prior call-up by BENARY at the Principal's risk and on the Principal's account. BENARY shall not accept any liability for goods delivered at an earlier time.

Section 7 Contract performance

BENARY shall perform the service contract on condition that the delivery is characterised by good, marketable, quality, sufficient quantity and is free of damage. Where BENARY identifies an inadequate incoming quality or quantity, or damage, it is to inform the Principal without delay. BENARY shall then be entitled to proportionately reduce the delivery quantity or partial delivery. The Principal undertakes to accept such a reduced delivery quantity.

Section 8 Passing of risk

The risk of potential loss of or deterioration in the seeds shall pass to the Principal when the delivery leaves BENARY's premises. The deliveries shall only be insured against damage caused during transportation, storage, climate effects and forwarding delays if the Principal expressly requests this.

Section 9 Obligation to inspect and provide notification of defects

The Principal is to inspect the deliveries without delay following delivery and if a defect is identified the Principal is to notify BENARY without delay. Notification of obvious defects is to be provided in text form within one week (receipt of the complaint by BENARY). Notification of defects that are only identified at a later date is to be provided without delay, at the latest however within the limitation period.

Section 10 Liability

- 10.1 BENARY shall not accept any liability for the order or the development of the culture established from the processed or treated seeds insofar as these are outside BENARY's sphere of influence. This includes in particular (but is not exhaustive) the effects of soil, sowing, processing and climate etc. as well as influences that are conditional on the genetic characteristics of the seeds and cannot be controlled by BENARY. In other respects Section 8, sub-section 4, of the General Terms and Conditions of Delivery and Payment applies.
- 10.2 With regard to the processing/treatment of seeds for sowing, the following regulations apply on a supplementary basis as agreed upon, in particular in the event of dispute about the quality of seeds for sowing:
- (a) BENARY shall perform a quality test, primarily in respect of the germination capacity, prior to preparing the seeds.
 - (b) If the quality test shows that the delivered seeds do not meet the quality stated by the Principal, BENARY shall be entitled, subject to reimbursement of all costs and expenses, to return the delivered lots to the Principal at the Principal's risk. If the Principal nevertheless wishes such a lot to be processed, any liability on the part of BENARY shall become inapplicable in respect of the quality of the processed seeds. The same applies if the Principal waives the quality test by BENARY.
 - (c) In the event of dispute regarding the quality of the seeds prior to and after processing/treatment, the assessment in accordance with the examination by the official seed testing bodies shall be authoritative. The contracting parties shall acknowledge such an assessment as having binding force for the entire lot. If the seed testing body identifies defects in the processed or treated seeds, it shall be assumed that such defects are solely attributable to the seeds or the provided treatment substances or the Principal's sphere of risk unless BENARY has incorrectly processed or treated the seeds or otherwise incorrectly treated them in the period between the supply and delivery.