



General Terms and Conditions of Sale

1 Scope of Applicability

- 1.1 These General Terms and Conditions of Sale ("GTCS") shall apply to all contracts of sales of seeds between Quinoa Quality ApS, Company Registration No. 40610588 ("us") and our clients ("you") notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from you. Any differing terms and conditions of buyer are herewith objected to and shall not apply. Any agreement affecting the execution of this contract must be in writing.
- 1.2 We reserve the right to change these GTCS at any time. We will give you thirty calendar days' notice of any changes by posting notice on our website, and send it to you by email.

2 Offers, Purchase Orders and Order Confirmations

- 2.1 All offers made by us are open for acceptance within 30 calendar days, unless otherwise specifically stated therein, and are subject to the availability of the seeds offered.
- 2.2 All purchase orders issued by you shall specify as a minimum the type and quantity of seeds requested, applicable unit prices, delivery place and requested delivery dates. No purchase order shall be binding on us unless and until confirmed by us in writing.

3 Prices and Terms of Payment

- 3.1 The prices of seeds shall be those set forth in our order confirmation. All prices are exclusive of taxes, impositions and other charges, including, but not limited to, sales, use, excise, value added and similar taxes or charges imposed by any government authority.
- 3.2 Unless expressly stated otherwise in our order confirmation, payment of seeds shall be made by bank transfer without offset or deduction. Last date for payment is written on the invoice.
- 3.3 We reserve the right to adapt prices, for confirmed orders as well, to reflect any increase in our costs, for any reason beyond our control, like force majeure, shortage of stock, strikes, official orders, natural disasters, transportation or similar problems, if this increase happens after confirmation of order but before delivery of seeds.
- 3.4 If you fail to pay any invoice within fourteen calendar days of the due date of payment, we may suspend delivery of any purchase order or any remaining balance thereof until payment is made or terminate delivery of any purchase order or any remaining balance thereof by providing written notice of termination to you within seven calendar days of the expiration of the

grace period. Further, we may charge you interest from the due date to the date of payment at the rate of 1 ½ % per month.

4 Terms of Delivery and Late Delivery

- 4.1 Unless expressly stated otherwise in our order confirmation, all deliveries of seeds shall be Ex works Supplier's warehouse in accordance with Incoterms 2010. The risk of loss or damage of seeds shall pass to you in accordance with the agreed delivery term.
- 4.2 The delivery dates of seeds shall be those set forth in our order confirmation. If we fail to deliver seeds within four weeks from the agreed and signed delivery date, you may terminate the applicable purchase order in whole or in part (as to those goods affected by the delay) by providing written notice of termination to us within seven calendar days of the expiration of the grace period. Further, you may claim damages for any loss suffered as a result of the delay subject to the limitation of liability below. These shall be your exclusive remedies for late delivery.
- 4.3 We reserve the right to make delivery in instalments.

5 Inspection of Seeds Delivered and Defects

- 5.1 You must inspect seeds delivered upon receipt. You are deemed to have accepted seeds delivered unless written notice of rejection specifying the reasons for rejection is received by us within five (5) calendar days after seeds delivery.
- 5.2 The deadline for rejection shall not restrict you from making claims in regard to hidden defects which could not have been discovered during the inspection upon delivery and which are not caused by circumstances arising after delivery or any acts or omissions by anyone other than us. Such claims must be made in writing without undue delay and received by us not later than five (5) calendar days subject to discovery. If you have not raised a claim within this period, you have lost the right to raise a claim.
- 5.3 We will be able to identify the seeds delivered to you by use of the tracing code which is printed on the bags which you receive. The tracing code enables us to establish which lot the seeds originate from. We ensure that a sample of each lot is kept aside and stored under safe conditions. Proof of defects in regard to the seeds can only be made on the basis of this sample and not from seed taken from your silo or otherwise in your possession.

6 Warranty

- 6.1 We warrant that our seeds are of high quality and respect standards of seeds' production in Europe. Our warranty does not cover production loss due to neglect or misuse by anyone other than us.

7 Intellectual Property Rights Infringement

- 7.1 Our seeds can only be used to produce food and feed during one agricultural season, all other use of seeds is not allowed. If any of our seeds delivered hereunder are used illegally, that is for example for seed production, stocked to be used another season or for subcontracting, we will consider this to be a material breach of the agreement, and we will reserve the right to invoke all applicable remedies for breach.
- 7.2 If any of our seeds delivered hereunder are held to infringe a third party's patent, utility model, trademark or other intellectual property right and you are enjoined from using same, we will, at our option and expense, (a) procure for you the right to continue using the seeds; or (b) refund the purchase price of the seeds less a reasonable amount for usage. The foregoing states our sole liability for intellectual property rights infringement.

8 Limitation of Liability and Product Liability

- 8.1 If a Party is in breach of the contract, the non-defaulting Party shall, subject to any liability limitation set out in these GTCS, be entitled to claim damages for any loss suffered. Your recovery from us for any claim shall not exceed the purchase price for the seeds giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise. However, our liability can never exceed the sum of the amounts paid by you during the three (3) month period immediately prior to the date the claim arose. You will be responsible for proving damage.
- 8.2 We shall not be liable for any claims based on our compliance with your use of our seeds in your field, damage of any seeds by parties other than us or use in combination with other seeds.
- 8.3 We are not liable to damages which the seeds may cause on business content/property or any direct or indirect loss in this connection. To the extent permitted under the applicable law our Product Liability, if any, shall be limited to the greatest extent possible.

9 Force Majeure

- 9.1 None of us shall be liable for the non-performance of our obligations and none of us shall be deemed in breach of our obligations if such non-performance is due to force majeure; i.e. natural disaster, strikes, civil war or other circumstances beyond the reasonable control of the relevant Party, provided such Force Majeure could not be avoided by the Party or cannot be overcome by exercising due diligence and provided that the affected Party notifies the other Party as soon as possible of the occurrence. When such events have abated, the Parties' respective obligations hereunder shall resume. In the event the interruption of the excused Party's obligations continues for a consecutive period in excess of 30 calendar days, either of us shall have the right to cancel the applicable order, without liability, upon seven (7) calendar days' prior written notice to the other Party.

10 Miscellaneous

- 10.1 All contracts of sale of seeds shall be governed and construed by and interpreted in accordance with the laws of the Kingdom of Denmark, disregarding the Danish choice of law rules. The United Nations Convention for the International Sale of Goods (CISG) shall not apply to these GTCS or to any contracts of sale entered into between us.
- 10.2 We both consent to the exclusive jurisdiction and venue of the Danish Maritime and Commercial High Court in the city of Copenhagen.

I HEREBY AGREE TO THESE GENERAL TERMS AND CONDITIONS FOR SALE

Date:

For and on behalf of (company name):

Name:

Title: