



General Terms and Conditions of Sale (GTCS)

1. Scope

1.1

These General Terms and Conditions of Sale ("GTCS") apply to all contracts for the sale of seeds between Quinoa Quality ApS ("us") and our customers ("you"), regardless of any conflicting or additional terms from a purchase order or other communication from you. Any agreement regarding this contract must be in writing.

1.2

We reserve the right to change these GTCS at any time. Changes will be announced with 30 calendar days' notice via our website, and will also be sent to you by e-mail.

2. Offers, purchase orders and order confirmations

2.1

All prices stated are indicative and subject to the seeds in question being available under the conditions set out.

2.2

All purchase orders from you must, as a minimum, state the type and quantity of seeds, delivery location and desired delivery date.

A binding agreement is only considered to have been concluded between us when we have sent you an order confirmation in writing. This applies regardless of whether our price information is stated as an offer. This means that the submission of an order by you on the basis of the prices stated is to be considered an offer to us. Our acceptance of this does not take place until the order confirmation is sent. Until the order confirmation has been sent, we reserve the right to reject an order without giving any reason.

2.3

You must ensure that our order confirmation matches your order. If you do not notify us of any discrepancies within three (3) business days of receipt of the order confirmation, the information in our order confirmation will be binding for you.



3. Prices and payment terms

3.1

The prices for seeds are the prices stated in our order confirmation. All prices are exclusive of taxes and other charges, including, but not limited to, VAT, excise duty and similar taxes or levies imposed by public authorities.

3.2

Unless otherwise expressly stated in our order confirmation, payment for seeds shall be made by bank transfer without set-off or deduction. The final payment date is stated on the invoice.

3.3

We reserve the right to also adjust the prices for confirmed orders to reflect any increase in costs due to circumstances beyond our control, such as force majeure, stock shortages, strikes, government orders, natural disasters, transport or similar problems, if this increase occurs after confirmation of the order but before delivery of the seeds.

3.4

If you fail to pay an invoice within fourteen calendar days of the payment date, we may suspend delivery of an order until payment is made or terminate the supply agreement upon written notice of termination to you within seven calendar days of the expiry of the deadline. For payment after the due date, interest will be calculated at 1½% per month until payment is made.

4. Delivery terms and late delivery

4.1

Unless otherwise expressly stated in our order confirmation, all deliveries shall be made Ex works Supplier's Warehouse in accordance with Incoterms 2020. The risk of loss or damage to seeds shall pass to you in accordance with the agreed delivery terms.

4.2

The delivery date for seeds shall be that stated in our order confirmation. If we fail to deliver seeds within four weeks of the agreed delivery date, you may cancel the applicable purchase order in whole or in part (in respect of the goods affected by the delay) by giving us written notice of termination within seven calendar days of the expiry of the four weeks.

In the case of delivery in instalments, see clause 4.3., in the event of delay, only the delayed instalment may be cancelled and not the purchase order as a whole.



In the event of delay, you have no other remedy than to cancel the applicable purchase order in whole or in part (in respect of the goods affected by the delay) and to demand a refund of the purchase price without interest. No compensation, proportional reduction or other remedies for breach of contract may be claimed in the event of delay.

4.3

We reserve the right to make deliveries in instalments.

5. Reception inspection and defects

5.1

You must examine the delivered seed and the delivery note thoroughly in connection with delivery. If you discover or should have discovered an error or defect that you wish to claim, you must notify us in writing immediately, and no later than within five calendar days. If an error or defect that you discover or should have discovered is not immediately notified to us in writing, it cannot be claimed later, and you forfeit all of your rights in this regard.

5.2

If you subsequently discover hidden errors or defects that you wish to claim, you must notify us in writing immediately. If an error or defect that you discover or should have discovered is not immediately notified to us in writing, it cannot be claimed later. You must provide us with the information about a reported error or defect that we request.

6. Infringement of intellectual property rights

6.1

Our seeds may only be used to produce food and feed for one growing year, any other use of the seeds is not permitted. If any of our seeds are used without authorisation, e.g. for seed production, stored for use in a later growing year or transferred without permission, we will consider this to be a material breach of the agreement and we reserve the right to use all available remedies and legal steps.

Notwithstanding any contrary terms in the basis of the agreement, we are in no way liable for loss or damage that can be attributed to use for any purpose other than that stated above. You must indemnify us to the extent that we may be liable for any loss or damage from use for any other purpose.

6.2



If any of our seeds are found to infringe any third party patent, utility model, trademark or other intellectual property right and you are prevented from using the seeds, we will, at our option and expense, either (a) secure for you the right to continue using the seeds or (b) refund the purchase price of the seeds less a reasonable fee for use. In addition, we have no liability for infringement of intellectual property rights and no other claims can be made against us.

7. Limitation of liability and product liability

7.1

Notwithstanding any contrary terms in these GCTS/ the basis of the agreement, our liability to you can never exceed the purchase price of the seed that gave rise to the claim, and never more than the sum of the amounts we have net invoiced to you in a three-month period up to the submission of the claim.

Notwithstanding any contrary terms in these GCTS/ the basis of the agreement, we are not liable to you for indirect losses, including loss of production, sales, profits, time or goodwill, etc.

7.2

We are not liable for any claims based on your use of our seeds on your premises, damage to seeds attributable to parties other than us, or use in combination with other seeds.

7.3

We are not liable for damage that the seeds may cause to things for commercial use or any direct or indirect loss in connection therewith, and our product liability is excluded to the fullest extent possible.

We are therefore only liable for product liability with respect to delivered seeds to the extent that such liability results from mandatory legislation. You must indemnify us to the extent that we incur product liability beyond this.

8. Force Majeure

8.1

Neither of us shall be deemed to be in breach of our obligations if the breach is due to force majeure, such as natural disaster, industrial dispute, strike, war, civil commotion or other similar circumstances beyond our reasonable control, provided that the party invoking force majeure could not have avoided or overcome the force majeure event with ordinary care and that party gives notice of the force majeure event to the other party without undue delay after having become aware of it. Once the circumstances constituting force majeure have ceased, we shall



resume performance of our obligations. If either of us has been entitled to fail to perform its obligations for a continuous period of more than 30 days by reference to force majeure, either of us shall be entitled to cancel the order in question without liability upon seven calendar days' prior written notice.

9. Miscellaneous

9.1

All contracts for the sale of seeds shall be governed by and construed in accordance with Danish law, without regard to conflict of law rules. The Convention on the International Sale of Goods (CISG) shall not apply to these GCTS or to any agreements entered into between us.

9.2

2 Any dispute or disagreement arising out of our contractual relationship and these GCTS shall be settled by the Maritime and Commercial Court in Copenhagen.

September 2025

JKC23092025