

## **1. Preamble**

These terms of sale, in accordance with professional regulations and national and international practices, explicitly apply, unless there are specific agreements, to all our sales, and in particular to sales made to horticulturists, market gardeners, vegetable growers, seedling growers, nurserymen, conservationists, processors, local authorities, groups, dealers, landscape architects, golf courses, etc. The act of placing an order implies the acceptance of the terms of sale shown in our catalogue or in any other commercial document from our Company.

### **Prior information regarding possible risks of certain vegetables for your health.**

In accordance with article L. 1338-3 of the French Public Health Code, all distributors or vendors of vegetables likely to harm human health are obliged to inform the purchaser, prior to all sales, of any risks to human health and, if necessary, means of prevention. Certain vegetables, explicitly listed in the annex of the decree from 4 September 2020, may potentially cause food poisoning when consumed, respiratory allergies, mucocutaneous reactions or unusual skin irritations when exposed to the sun. These risks, precautions and/or measures to be taken if needed, are presented in the following document:

<https://www.legifrance.gouv.fr/jorf/id/JORFTEXT000042325453>. By accepting the present sales terms, the purchaser acknowledges having been duly informed, prior to the sales, of any health risks possibly linked to the purchasing of the aforementioned vegetables.

## **2. Prices**

The prices are those which are determined by our price lists valid on the date of the order. They are understood to be exclusive of tax and of packaging and transport costs.

They may be amended without prior notification at any time and are established subject to any major changes in the economic conditions.

The prices given for the various products apply when these are ordered in one individual order and per delivery.

The price given in a column applies as from the quantity shown at the top of that column.

The minimum value per order line is 5.-€. In case of a lower value than 5.-€ caused by ordering a small quantity, the minimum fee of 5.-€ will be charged.

We deliver in the most economical packaging available at the time of delivery.

In the event of an order in specific packaging, an additional charge may be agreed per packaging for its manufacture.

## **3. Transport and packaging costs**

For every order, we will invoice, in addition to the goods, a fixed sum corresponding to the costs of preparation and shipment of the seeds, in accordance with our valid price lists.

## **4. Orders**

Orders are carried out as far as it is possible to do so.

Deliveries will be made depending on supplies and availabilities. They may be in full or in part.

In the event of an insufficient crop or no crop at all, due to weather disruptions and any kind of cultivation incidents, a partial or total reduction will be applied to the order.

No compensation may be claimed by the purchaser as a result.

The transactions which our Sales Force deals with do not commit us until after confirmation by our Company via an order acknowledgement (ARC in French).

We can only make the delivery if the purchaser is up to date in terms of all his/her debts to the Company, whatever the cause of these may be.

The lead time is given for information purposes and without any guarantee.

## **5. Order cancellation**

Any cancellation, in full or in part, of an order for seedlings on the part of the customer less than 6 weeks before delivery leads ipso jure to a compensation payment set at 50% of the value of the cancelled order, without Graines VOLTZ needing to provide proof that it has suffered a loss due to this cancellation. However, if the products involved in the cancelled order cannot be sold, Graines VOLTZ reserves the right to the option of demanding full compensation for the loss suffered.

## **6. Shipment / delivery and risks**

Our goods are transported at the recipient's own risk, whatever mode of transport is invoiced. They are carefully examined before being packed and handed over to the haulier, who will have issued us with a receipt for the shipment.

We ask our customers to:

- unpack and check the contents of the shipment before confirming acceptance from the haulier, especially when this involves young seedlings. We remind them that they must only accept their parcels after making sure that they are in good condition, that their weight corresponds properly to the one notified and that the seals are completely intact.
- write any justified reservations on the delivery note, transport damage, loss, anything missing or delays, etc. These reservations must be confirmed within 48 hours to the haulier, with Acknowledgement of Receipt, in order to get compensation, and a copy must be sent to our Company.

The purchaser must specify and justify the nature of his/her complaint, reservation or challenge, and also describe the products which were the subject of this complaint, reservation or challenge, in terms of quantity, quality and price. The purchaser must provide all evidence as to the actual existence of the defects observed. Graines VOLTZ reserves the right to carry out any investigation or verification on site, either directly or through an authorised agent. As a result, the purchaser is obliged to keep the products involved and must give Graines VOLTZ or its authorised agent every assistance in carrying out the above-mentioned investigations and verifications.

## **7. Payments**

All payments are to be sent to the head office in Colmar. No discount is given for advance payment. Our payment terms are normally 30 days. The due date is shown on every invoice. In the event of the due date being exceeded, delay penalties are due, without any reminder being needed, at the ECB interest rate with a 10 point increase. Moreover, for any late payment, as of right, and with no prior notification required, an indemnity will be imposed for collection charges at a flat rate amount of 40 €. This indemnity may be increased if the collection charges exceed the flat rate, upon presentation of documentary proof.

Customers who do not adhere to the scheduled payment terms, or who have in the past been the subject of collection proceedings, will only receive deliveries, after their account has been settled, against payment at the time of the order of 50% or of the total amount.

Failure to pay after the due date, regardless of whether it is total or partial, will result in a penalty, as of right, with the application of a fixed indemnity of 15% on the amount of the unpaid sum.

The bank and debt collection costs arising from an extension of the due date shall be borne by the customer. Non-payment of our invoices shall itself lead to formal notice being given.

In the event of staggered payment which our departments have accepted in advance, the failure to settle one due payment immediately makes the whole debt due for payment. Finally, in the event of delay in payment, we shall be authorised to cancel ongoing contracts and orders without prejudicing any other course of action. This shall mean that we are released from all our undertakings.

#### **8. New customers**

People with whom we do not have any commercial relationship are requested to accompany their first order with their Siret or VAT number and payment equal to the amount of its value or to authorise us to make the shipment under cash on delivery terms or else to sign a direct debit payment form.

#### **9. Repackaging by the purchaser**

If our customer intends to replace the original packaging of the goods we delivered to him/her, by dint of law no. 64-1360 of 31 December 1964 on trademarks, he/she does not have the right to use our trademark for the repackaged products. This repackaging results in complete release from any liability as far as Graines VOLTZ is concerned.

#### **10. Conditions of use of the products / liability**

Use, by the purchaser, of the products is restricted to the production of a single commercial crop. Production excludes any reproduction of seeds and any vegetative propagation. Unless there is any contrary legislative provision, any use of the products – including that of parental lines which may fortuitously be present amongst the latter – for research, selection or molecular or genetic characterisation purposes is strictly forbidden. In the event of resale of the products to a third party, the purchaser shall be obliged to inform the third parties of the obligations described above. Any failure to abide by the above-mentioned restrictions of use shall be the subject of legal proceedings against the purchaser.

Graines VOLTZ restricts the use of all products solely to the uses and categories of uses for which they have been authorised. In other words, it forbids any use which is not explicitly indicated on the label; the Company does not accept any liability in the event of a product being used outside the regulatory framework of the law and that for approval.

Our products may not be sold on for export without the seller's explicit authorisation.

#### **11. Protected varieties or products**

Some varieties which we sell have been the subject of a patent, brand or trademark registration, one which is regularly renewed, and the purchaser cannot acquire any property rights on these varieties by usage or by making a claim. He/she undertakes to inform Graines VOLTZ immediately, by any means possible, of any infringement of its property rights on the patents or trademarks, as soon as he/she becomes aware of this,

and in this respect must fully cooperate in the defence of the rights of Graines VOLTZ against any infringements.

The reproduction of protected varieties or the use of registered commercial trade names or trademarks is forbidden, unless there is written authorisation by Graines VOLTZ.

The purchaser shall authorise and cooperate with any inspections by Graines VOLTZ with the aim of checking any hindrances to the rights of Graines VOLTZ. To this end, he/she authorises Graines VOLTZ, or any person appointed by the latter, to have direct access to his/her own infrastructures, that is in particular to greenhouses, administration buildings, etc., along with those of third parties used under the responsibility of the purchaser.

The purchaser must ensure that any person handling or receiving the products complies with the obligations laid down above, so that the rights of Graines VOLTZ are respected in every way.

## **12. Claim periods / product conformity / warranties**

Any claim, other than one which is specific to young seedlings, which involves external appearance and species purity must be made within 15 days of the receipt of the goods.

No warranty claim in respect of these provisions can be made by the purchaser for defects which appear:

- 50 days after delivery of the products to the purchaser when the defects involve germination capacity,
- within the normal sowing and inspection timescales immediately subsequent to delivery, when the defects involve the authenticity of the seed, its varietal purity and its species purity.

For young seedlings, the goods may be approved on receipt and claims are to be made to us within 48 hours. Once these timescales have been exceeded, the shipments shall be deemed to have been accepted.

If the conditions defined above are not adhered to, acceptance will be deemed to have been without reservations and the liability of Graines VOLTZ for any defect of conformity of the products may no longer be claimed.

Considering the nature of the products sold, the seller's liability, in the event of errors or defects which are acknowledged or established, may not under any circumstances, and in particular in terms of authenticity, varietal purity, species purity or germination capacity, of resistance conformity, of resistance to strains or races, of diseases unknown as of now and of notified tolerances, exceed the amount of the supply of the delivered item, including the proven costs arising from returning the goods. In order to guarantee the quality as indicated above, the purchaser is forbidden to grade, calibrate, coat or treat the products supplied in whatever way himself, or to have this carried out by a third party.

We will carefully examine any claim which might be made against us as a result of an error on our part and, if applicable, we will not refuse to replace or reimburse all or part of the offending goods.

The purchaser is also aware that the illustrations, catalogues or other descriptions of Graines VOLTZ relating to the quality, weight and measurements of the products are as far as possible in accordance with the tests and experience of Graines VOLTZ. However, these documents cannot under any circumstances involve liability in the event of different results.

The purchaser is also aware that the products are not suitable for human or animal consumption.

## **13. Terms for return**

Any product return must be the subject of a formal agreement between the seller and the purchaser. Any return request must be made within a period of eight days after shipment and the physical return of the

goods made within 8 days after this request. Only goods returned with their original packaging intact shall be the subject of a credit note, which however shall not exceed 60% of the initial value. Any product returned without this agreement shall be kept at the disposal of the purchaser and shall not give rise to the issue of any credit note.

The costs and risks of the return are always borne by the purchaser.

No return of young seedlings is accepted.

#### **14. Growing trays**

Growing trays and “rigid” seedling containers are and remain at all times the property of Graines VOLTZ and cannot be used by third parties without the prior written agreement of Graines VOLTZ. Customers must store the trays in a clean place and keep them available for Graines VOLTZ who will provide for their return to the production centre. A penalty of 5.00 euros per tray shall be applied if they are not returned.

A penalty of 10.00 euros per tray shall be applied in the event of use by a third party without the written agreement of Graines VOLTZ and the boxes will have to be returned to the Graines VOLTZ logistics centres at the customer’s expense.

#### **15. Colour illustrations**

The colour photos shown in our catalogues were taken in favourable growing conditions and identical results cannot necessarily be guaranteed. In some cases, they cannot give a 100% accurate reproduction of the plant due to printing conditions.

Plant colours, shades and cycles are given for information purposes and are not contractual.

#### **16. Cases of force majeure**

Orders will be carried out except for cases of force majeure. The following are deemed to be cases of force majeure, but this is not an exhaustive list: acts of war, strikes, fires and accidents in any of the companies involved in the production and distribution of the products and seedlings.

#### **17. Hidden defects**

Hidden defects for which the warranty may be implemented must exist at the time of the transfer of risks. The purchaser must provide any evidence as to the actual truth and existence of the defects observed prior to the transfer of risks.

Graines VOLTZ reserves the right to carry out any investigation or verification on site, either directly or through an authorised agent. From that point on, the purchaser must give Graines VOLTZ or its authorised agent every assistance in carrying out the above-mentioned investigations and/or verifications.

No warranty action in respect of these provisions may be undertaken by the purchaser for defects which appear after the planting of the products, if the purchaser is not able to prove that he/she acquired the products involved in a proper manner by providing the invoices and/or certificates issued by Graines VOLTZ at the time of the sale.

If these conditions are not adhered to, it will no longer be possible to implement the warranty due as a result of the hidden defects in the products. If it is established that the products supplied are defective, they may be the subject of a return or reimbursement, with the agreement of Graines VOLTZ.

In any case, Graines VOLTZ can only accept liability under the terms of the warranty for hidden defects under the conditions defined above, if the purchaser has used the products in a normal way, has not modified them in any way whatsoever and has stored, conserved and handled them so as to ensure they are kept in a good state of preservation.

#### **18. Reservation of title clause**

We reserve title to the goods supplied until the full price has been paid. In this respect, the handover of bills of exchange or of any bond which creates an obligation to pay do not constitute payments under the terms of this provision.

With the permission of the supplier, within the framework of the normal running of his/her business, the purchaser is authorised to resell the goods supplied. However, he/she may not pledge them or transfer his/her ownership as a guarantee. In the event of resale, in doing so he/she transfers to us all the accounts receivable arising from his/her profit from the resale to the third party purchaser. The authorisation to resell is automatically withdrawn in the event of payment being stopped. In the event of a seizure or any other action by a third party, the purchaser is obliged to inform us about this immediately.

In spite of the application of this reservation of title clause, the purchaser shall bear the cost of the risks in the event of loss or destruction of the goods as from the time of their delivery. He/she shall also bear the costs of insurance.

#### **19. Results**

As the results obtained do not just depend on the product and its quality, but also on factors which are difficult or impossible to evaluate or foresee and which may vary, in particular depending on the regions, environment, agronomic and atmospheric conditions, on the technicians and on the operations involved in cultivation, the advice and suggestions are only given purely for information purposes and cannot as a result entail a crop guarantee.

#### **20. Personal Data Protection**

Customer-specific personal data which is gathered and kept as part of orders made, is solely used for managing orders, deliveries and billing.

Graines Voltz reserves the possibility of using the customer-provided data for commercial means, only if the latter accepted when initially giving these details.

However, it may, subject to stricter confidentiality rules hereto applicable, be shared within our group, with our contractual partners, service providers and sub-contractors for the same usage, as well as legally-authorized administrative and judicial authorities. This information can be transferred towards a country outside the European Union with an equivalent protection level.

In compliance with the law N°78/17 from January 6, 1978 relating to information, you are informed that you have the right to question, access, rectify and a right to oppose, for a legitimate reason relating to your personal data, by writing to the following address: Graines Voltz SA , 1 rue Edouard Branly 68000 Colmar to the attention of the delegate for data protection.

## **21. Assignment of jurisdiction**

In the event of any dispute, French law alone shall apply.

All our sales are made under the conditions laid down above and the act of placing an order with us implies their acceptance. Any difficulty, whatever the cause may be, shall be judged by the competent Courts of COLMAR, who shall have sole jurisdiction over determining the liabilities, even in interim proceedings.