



CORA SEEDS S.R.L.

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Cod.Fisc. e R.I. FC 03608980409 - P. IVA 03608980409 - REA FO-308207 - RUOP IT-08-3222 - Cap.Soc. Eur 100.000,00 i.v.
Società ad unico socio soggetta ad attività di direzione e coordinamento di B&P Holding S.r.l. – C.F e P.I. 04390090407

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY – CORA SEEDS

Article 1 - Definitions

1. The definition in these general terms and conditions of “**Cora Seeds**” shall be Cora Seeds S.r.l., with its registered office in Via Boscone 1765/A, 47522 Cesena (FC) - Italy, fiscal identification number, VAT number and Company Register no. 03608980409.
2. The definition of “**Buyer**” shall be the natural person or legal entity entering into an agreement with Cora Seeds.
3. The definition of these “**General Terms and Conditions of Sale and Delivery**” shall be “General Terms and Conditions”.
4. The definition of “**Intellectual Property Rights**” shall be all existing and future trade secrets, copyrights, tradenames, trademarks, design rights, variety name, patents, plant patents, plant breeder’s rights and/or other or related (intellectual property) rights, globally.
5. The definition of “**Order Confirmation**” shall be the written acceptance by Cora Seeds of an Order, by means of a letter, email or electronically otherwise (internet, app).
6. The definition of “**Quote**” shall be the particular terms applicable to a specific sale of Products as proposed by Cora Seeds to Buyer.
7. The definition of “**Order**” shall be an offer for the purchase of Products communicated by Buyer to Cora Seeds.
8. The definition of “**Parties**” shall be Cora Seeds and Buyer collectively considered.
9. The definition of “**Plant Material**” shall be all crops and (plant) material grown out of, produced or cultivated or derived from the Products, destined for human (or animal) consumption.
10. The definition of “**Products**” shall be all seeds and planting material and/or any other goods and/or services delivered by Cora Seeds to Buyer.

Article 2 – Applicability of these General Terms and Conditions

1. These General Terms and Conditions shall apply to and shall form an integral part of all agreements regarding Products between Cora Seeds and Buyer.
2. Any provision of these General Terms and Conditions found to be void or voidable, and subsequently declared void, shall be replaced by a provision of a nature and purpose most approximating and with economic implications for Parties comparable to those of the void or voided provision. Invalidation or voiding of one of the provisions shall not affect the remaining provisions agreed between Parties.
3. Cora Seeds reserves the right to change these General Terms and Conditions from time to time. The new version of General Terms and Conditions will then apply as of the first Order from the Buyer and any and all new Orders thereafter.
4. These General Terms and Conditions apply notwithstanding any terms and conditions contained in or referenced in any Order or in any other communication from Buyer, whether in written, electronic, or any other form. Any acceptance of an Order or other communication from Buyer by Cora Seeds is expressly conditioned on Buyer’s assent to these General Terms and Conditions, including, without limitation, any terms and conditions herein that are different from or not contained in such Order or other communication from Buyer. Any terms and conditions in an Order or in any other communication from Buyer that are different from or in addition to these General Terms and Conditions or any terms in an Order Confirmation are expressly rejected by Cora Seeds.
5. Buyer herewith grants in advance permission for transfer by Cora Seeds to another third party of any of its rights and receivables against or owed by Buyer.
6. The rights and remedies available to Cora Seeds under these General Terms and Conditions shall be in addition to, and not in lieu of, of those available to Cora Seeds under the applicable laws.

Article 3 – Quotes, Orders, and Order Confirmations

1. All Quotes made by Cora Seeds shall be non-binding and without obligation and shall lapse in each event upon expiration of **five business days**.
2. All Orders received by Cora Seeds are subject to acceptance by Cora Seeds in an Order Confirmation. Varieties and quantities confirmed in Order Confirmations are contractual obligations of Buyer. Adjustment thereof shall require Cora Seeds’ written consent, which Cora Seeds shall be free to give at its own discretion.
3. Without limiting the standard harvest and processing reservation under paragraph 5.3 below, Cora Seeds shall be entitled to withdraw a Quote and/or cancel any Order Confirmation, in writing, **within five business days** without explanation. In such event, no agreement shall be considered as having been concluded between the Parties for any legal purpose.
4. Buyer shall be entitled to cancel the Order after receiving the Order Confirmation, but in such case Buyer shall be liable to pay an amount equalling **10% of the price** that Cora Seeds would have charged upon delivery, without limiting Cora Seeds’ rights to demand and obtain full compensation for damage suffered and costs incurred, to the extent that they exceed such 10% of the price. Buyer shall not be entitled to cancel the Order after shipment.
5. Buyer shall be obligated to communicate to Cora Seeds within a reasonable period, but in any event within thirty (30) days prior to the contemplated date of delivery at the latest, all information relevant for (international) shipping of the Products. Buyer shall communicate to Cora Seeds information concerning the formalities required to enable import into the country specified by Buyer.
Buyer shall communicate to Cora Seeds information concerning any (change in) requisite (international) certificates, phytosanitary issues, import documents, (pro forma) invoicing and labelling. If Buyer fails to perform any of these obligations then Buyer shall be in default, without a defaulting notice being required. Buyer shall be liable for loss incurred by Cora Seeds as a result of inaccurate or overdue information required by this paragraph.
6. Cora Seeds is not liable for delays or non-handling of an Order resulting from or in connection with Buyer’s failure to comply with any of its obligations under this Article. Buyer shall be liable for any loss or damage incurred by Cora Seeds resulting from or in connection with such failure.
7. A Quote to a Buyer or a purchase agreement between Cora Seeds and a Buyer does not imply, and may not in any way be interpreted as a silent license (agreement) to the Buyer with regard to any Intellectual Property Rights to the offered or sold Products.



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8. Cora Seeds is permitted to make partial shipments of the Products sold and has the right to invoice such partial shipments separately.

Article 4 – Prices

1. Unless otherwise specified in writing by Cora Seeds, all prices that are communicated by Cora Seeds to Buyer shall be in Euro and:

- a. exclusive of any costs of non-standard treatment, (non-standard) packaging, (quality) certificate costs, transport, shipping and insurance, pre-shipment inspection;
- b. exclusive of any and all taxes, levies, tariffs and fees imposed by any federal, state, local, or foreign authorities (including, but not limited to, sales, use, excise, and value-added taxes, custom duties, and similar tariffs and fees) (“Taxes”).

Buyer agrees to indemnify Cora Seeds in connection with any claim for such Taxes.

2. All stated prices are subject to change by Cora Seeds. Cora Seeds reserves the right to change its prices unilaterally and periodically. Any new prices will be communicated to Buyer by Cora Seeds and immediately apply in lieu of earlier listed and/or offered prices. At all events, the new prices shall not apply to Order already confirmed by Cora Seeds through an Order Confirmation.

Article 5 – Delivery

1. Cora Seeds shall deliver the Products to Buyer according to the Order Confirmation.

Products will be packaged and delivered in original Cora Seeds' packaging.

2. Cora Seeds shall use its reasonable endeavours to fulfil its obligations according to the Confirmation Order. Nevertheless, delivery with a minor difference in size, packaging, quantity or weight still constitutes full performance of Cora Seeds' obligations.

3. All Orders, even if confirmed through Order Confirmations, are conditional upon standard harvest and processing reservations including, but not limited to, non-availability, seed production failure, seed quality issues and/or the like.

Under the circumstances above Cora Seeds shall not be obliged to deliver the Products, but it will endeavour to deliver pro-rata quantities and/or comparable alternatives, and the Buyer shall not be entitled to reimbursement of any damages of any kind, including costs, expenses and losses.

4. The delivery periods agreed by Parties shall be estimates only and not constitute firm delivery dates. Cora Seeds shall not be liable for loss resulting from agreed delivery periods being exceeded.

Delivery periods being exceeded shall not in any circumstance entitle Buyer to cancel the purchase agreement.

5. Delivery by Cora Seeds shall be Free Carrier (FCA Cesena), according to the Incoterms 2020 of the International Chamber of Commerce in Paris (ICC), or any other Incoterms rule agreed upon between Cora Seeds and Buyer in the Order Confirmation.

Under the Incoterms rule FCA Cesena, the risk in respect of the Products shall pass to Buyer from the moment delivery has been made to the carrier and, if Buyer fails to provide its cooperation, from the moment of this failure.

6. Upon delivery Buyer shall be obligated to immediately check the Products delivered, whether or not by engaging the services of the carrier or another person who will be provided by Buyer with the pertinent instructions.

7. Buyer shall inspect the Products immediately upon receipt:

- a. whether there is any damage of the packaging
- b. whether the correct Products have been delivered
- c. whether the quantity of the Products corresponds to the Order Confirmation
- d. whether the items delivered satisfy all quality requirements expressly agreed to in writing by both Parties.

8. If for any reason Buyer does not accept delivery of Products when they are ready for delivery, or Cora Seeds is unable to deliver Products on time because Buyer has not provided appropriate instructions, documents, licenses or authorizations (i) all risk in Products, including but not limited to any possible damage or loss of quality due to longer storage, passes to Buyer and the latter will indemnify Cora Seeds against claims for damages for whatever reason that may arise from it and (ii) Products will be deemed to be delivered. If seven days after Cora Seeds notified the Buyer the Products were ready for delivery and Buyer has not accepted delivery, Cora Seeds may resell or otherwise dispose of all or part of the Products.

Article 6 – Payment

1. Buyer shall provide payment in the agreed currency mentioned on the invoice, within the due date on the invoice, unless previously agreed otherwise in writing, through transfer into the bank account of Cora Seeds, as designated by Cora Seeds. Buyer shall always thoroughly review any invoice before payment thereof. In case of any change in bank account information or any other suspicion of hacking or fraud, Buyer shall immediately contact, by telephone, the corresponding sales manager of Cora Seeds to verify the correct bank details to be used to effect the payment. Buyer has no right to suspend payment or make deductions or set-offs. In case of any hacking or fraud, the payment made by Buyer to the third party will not release Buyer from its payment obligation to Cora Seeds.

2. If on the first day upon the due date of the invoice no full payment has been received by Cora Seeds, Buyer shall be in default, without any notice being required.

3. If payment by instalments has been agreed then, if any instalment is not duly paid, Buyer shall, without any notice being required, be in default and the remaining instalments shall immediately become due and payable.

4. Once Buyer is in default, Cora Seeds shall be entitled to take, without any further notice, extrajudicial collection measures. Buyer shall be obligated to pay all associated costs. The extra-judicial collection costs shall be at least 15% (fifteen percent) of the collectible amount, at a minimum of € 250 (two hundred and fifty euros) ex VAT. Buyer shall owe compensation of extra-judicial collection costs as from the day that Buyer is in default.

5. Once Buyer is in default, Buyer shall be obligated to pay Cora Seeds a contractual interest of the lesser of 1% (one percent) per calendar month or the maximum rate permitted by applicable law. The contractual interest due shall be calculated over the total invoice amount including VAT, increased by the extra-judicial collection costs. The contractual interest shall be calculated from the date that Buyer is in default until the day of full



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settlement, whereby a portion of a commenced calendar month shall count as a full month. Upon each calendar year end, the amount over which the contractual interest is calculated shall be increased by the contractual interest due over that calendar year.

6. All payments made by Buyer shall serve, regardless of any notices sent by the latter, firstly to reduce the extra-judicial collection costs due at that moment, then to reduce the contractual interest due at that moment, and then to reduce the oldest invoiced amount due at that moment. Once Buyer is undergoing liquidation or has been granted a moratorium or a decision has been made that it will be liquidated, all receivables of Cora Seeds shall become immediately due and payable.

Article 7 - Use of Products / Limited License

1. Buyer may use the Products for the sole purpose of a single commercial production or cultivation and sale of Plant Material as produce only. The Products delivered by Cora Seeds are intended for the production of plants, and are neither in an unprocessed nor in a processed condition intended for human or animal consumption.

2. Buyer may sell or transfer the Products to other parties for the sole purpose of producing a crop for sale of Plant Material as produce, only if such sale or transfer is explicitly subject to the terms and limitations of these General Terms and Conditions and a separate distribution agreement is agreed between Parties.

3. Buyer shall not use nor cause or permit others to use the Products, Plant Material or any material therefrom - such as but not limited to parental lines, derived varieties (e.g. mutants), resultant plant, plant tissue and/or genetics - for any research, breeding, molecular or genetic analysis, reverse engineering, seed (re)production, propagation, multiplication and/or for any other purpose other than commercial production or cultivation of Plant Material as described in these General Terms and Conditions.

Article 8 – Default, Suspension and Dissolution of the Agreement

1. If Buyer fails to fulfil one or more of its contractual obligations under paragraphs 3.4-3.7 (Quotes, Orders and Order Confirmations), 5.8 (Delivery), 6 (Payment), 7 (Use of Products / Limited License), 10.1-10.4 (Retention of Title), 11.1-11.7 (Intellectual Property Rights) of these General Terms and Conditions, or to do so correctly and/or in time, Buyer shall be automatically and without formal notice in default and:

- Cora Seeds' obligations may be immediately suspended; and/or
- Cora Seeds may demand full advanced payment and/or sufficient security from the Buyer, for instance in the form of a bank guarantee to be issued by a reputable banking institution, with regard to the performance by Buyer; and/or
- Cora Seeds may claim from the Buyer compensation of damage and costs resulting from such default, without prejudice to any of Cora Seeds' rights under the relevant agreement or these General Terms and Conditions; or alternatively,
- immediately terminate the agreement in question and claim from the Buyer compensation of damage and costs resulting from the Buyer's default.

2. Cora Seeds reserves the right to suspend performance under any agreement with Buyer, including but not limited to withholding all deliveries, until such time as all and any outstanding payments (including payments of any interest and/or extra-judicial collections costs) owed by Buyer to Cora Seeds under any agreement have been made.

3. Once Buyer is in default, declared bankrupt, in liquidation or has been granted a moratorium, a decision to liquidate has been made, placed under guardianship, and/ or the like, Cora Seeds shall have the right to suspend performance of all its obligations towards Buyer and to cancel the agreement at its discretion through an extra-judicial declaration, without this resulting in Cora Seeds owing any damages, whereby all obligations of Buyer towards Cora Seeds shall be immediately due and payable.

4. If Cora Seeds has a claim against a company related to Buyer – e.g. a parent, subsidiary, or sister company – and that company is in a state of bankruptcy or liquidation or has been granted suspension of payment, Cora Seeds may set off that claim against any claim the Buyer may have against Cora Seeds, even if Cora Seeds' claim may not have become payable at that time.

Article 9 – Limited Warranty - Complaints

1. Without prejudice to the provisions of Article 12, Cora Seeds warrants that the Products shall comply with the Order Confirmation. Buyer shall be obligated to check the delivered Products and the packaging materials immediately upon delivery in accordance with paragraph 5.7 above. If Buyer is of the opinion that the Products are defective (i.e. they do not comply with the Order Confirmation), Buyer shall present in writing, stating reasons, the pertinent complaint to Cora Seeds within 7 (seven) days upon delivery. If Buyer is of the opinion that the Products are defective and the defects were not visible at the time of delivery then it shall present, in writing, the pertinent complaint to Cora Seeds no later than within 2 (two) days upon discovery of the alleged defect, but in any event within 6 (six) months upon delivery.

2. The written notice shall provide the Order and batch number, the basis for any complaint as well as supporting evidence (photos, expert statements etc.) in such a manner that Cora Seeds or a third-party expert can verify if the complaint is grounded. Subsequently within 14 (fourteen) days upon having ascertained the alleged defect, Buyer shall present to Cora Seeds documentary evidence proving (the nature and scope of) the defect.

3. Buyer is required to limit as much as possible the damages in respect of which the Buyer submits a complaint to Cora Seeds.

4. Upon expiration of the periods specified in the preceding paragraph 9.1, all rights and defences of Buyer relating to the cause(s) of the complaint shall lapse and it shall be established fact between Parties that Cora Seeds has adequately performed its obligations under the agreement. As from that moment, furnishing counterproof by Buyer shall be precluded.

5. Notwithstanding the preceding paragraph 9.4, it shall be established fact between Parties, without any option of furnishing counterproof, that Cora Seeds shall have adequately performed its obligations under the agreement, if Buyer has used, processed or manipulated the Products or has resold the same to a third party.

6. Under no circumstances shall Buyer have any right to return the Products delivered by Cora Seeds, except with the written permission of Cora Seeds while observing further conditions possibly imposed by Cora Seeds.

7. Although Buyer has filed a claim in time, this will not suspend Buyer's obligation to pay any outstanding amount.



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8. If any complaint is acknowledged by Cora Seeds, then it shall be competent at its discretion to either replace the relevant goods and compensate for the cost of freight, or credit Buyer for the relevant portion of the delivery. The foregoing shall be Buyer's sole and exclusive remedy, and Cora Seeds' sole and exclusive obligation and liability, in the event of any complaint by Buyer under this Article 9 or any alleged default, shortage, or defect of Products.

9. The dimensions and weights as specified in the Order Confirmation prepared by Cora Seeds shall be deemed to be accurate, unless Buyer proves a variance in excess of 3% (three percent) in which event the amount payable shall be adjusted accordingly.

10. If there exists a difference of opinion between the Parties as to whether the delivered Product is defective in terms of germination, genuineness and/or pureness of a variety, technical pureness and health then the Parties shall in mutual consultation, and failing consensus at own initiative, appoint an expert to conduct an investigation. Both Parties shall afford the expert(s) their cooperation to enable him/them to conduct this investigation. The Parties shall bear their own costs for this investigation.

Article 10 – Retention of Title

1. Title to the Products delivered by Cora Seeds shall be transferred to Buyer only after the latter has performed all its obligations towards Cora Seeds including payment of contractual interest and extra-judicial collection costs due, if any. Risk of loss or damage shall nonetheless be transferred to Buyer upon delivery as set forth in paragraph 5.5 above.

2. Buyer shall be permitted to resell or process the Products delivered by Cora Seeds only in the context of its normal business operations, subject to the restrictions in Article 7. If Buyer intends to resell the Products, before making the sale the Buyer is obliged to take any and all action required to make the retention of title hereunder enforceable toward its buyers.

3. Buyer shall not be permitted to pledge the Products or to create any other (security) right with regard to the Products other than with the prior written permission of Cora Seeds.

4. The Products delivered by Cora Seeds, which are subject to Retention of Title pursuant to the first paragraph of this Article, will at all times be stored and/or used in such a way that the quality will remain guaranteed and that the Products can easily be identified.

Article 11 – Intellectual Property Rights

1. Cora Seeds reserves all Intellectual Property Rights in and to, and Buyer agrees and acknowledges that Cora Seeds has the exclusive, right, title to and interest in all Intellectual Property Rights on or related to, the Products and Plant Material and any mutations, (derived) varieties or any (biological) material obtained therefrom or included therein, including but not limited to parental lines, traits, genetics, technology and/or all its other (geno- and/or phenotypical) characteristics and designations. In the event any new Intellectual Property Rights are created, Buyer hereby assigns and transfers and agrees to assign and transfer such Intellectual Property Rights – without undue delay – to Cora Seeds, which accepts such transfer. Buyer hereby authorizes Cora Seeds to register and otherwise effect or complete such transfer under the applicable law and Buyer shall assist Cora Seeds in carrying out all actions necessary to register, effect, evidence, and complete such transfer.

2. Buyer shall not register any trademark, trade name, company name, domain name, symbol or variety designation which is identical or confusingly similar to the trademarks, trade names, company names, domain names, symbols or variety designations owned by Cora Seeds or any of its affiliates.

3. Buyer shall not be permitted to use trade names and trademarks owned or used by Cora Seeds, except in its regular process of selling Products packed and delivered by Cora Seeds, and then only in accordance with Cora Seeds' directions and trademark usage guidelines. In any case Buyer shall not be permitted to remove, alter, deface or obscure identifying marks or packaging on or relating to products.

4. Buyer shall not use the Products, Plant Material or any mutations, (derived) varieties or any (biological) material obtained therefrom or included therein, including but not limited to parental lines, traits, genetics, technology and/or all its other (geno- and/or phenotypical) characteristics and designations for the propagation or reproduction of source material.

Nor shall Buyer apply treatments for the purpose of propagation or reproduction of source material.

5. In the event Buyer finds, observes or discovers a derived variety, including but not limited to any mutation in the production and cultivation of the Plant Material:

a. Buyer shall immediately notify Cora Seeds and make sure Cora Seeds is informed thereof;

b. Buyer will provide Cora Seeds with test material at Cora Seeds' first request;

c. Buyer shall not – without the prior written permission of Cora Seeds - exploit the mutant or harvested material thereof, nor in this respect: (i) register for sale (ii) (re)produce or propagate, condition, offer for sale, sell or otherwise introduce into the market; (iii) export, import and/or (iv) store for one of the previous mentioned purposes

6. Buyer shall afford Cora Seeds, or persons authorised by the latter, on demand immediate access to its enterprise(s) and (commercial) grounds and premises for the purpose of enabling verification of compliance with the provisions in this Article. If the Products are being held for Buyer by third parties, or title to them has been transferred to third parties, then Buyer shall ensure that said third party is bound by Cora Seeds' rights defined in the preceding sentence.

7. If Buyer violates any provision in this Article, to the extent permitted by applicable law, it shall owe Cora Seeds an immediately due and payable amount of € 5,000 (five thousand euros), as liquidated damages, for each violation for each subsequent day that the violation continues, notwithstanding Cora's right to recover additional damages.

Article 12 – Product Information

1. Illustrations, catalogues, drawings and notices made available by or on behalf of Cora Seeds regarding quality, composition, weight, dimensions, treatment in the broadest sense, cultivation-related information, and applications and properties of the Products shall be merely illustrative without the Products being required to be a match.



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2. Cultivation-related recommendations preceding and during the cultivation of crops shall be made by or on behalf of Cora Seeds without obligation and in a general sense, without any guarantee, representation or warranty regarding purpose of performance, and shall not affect the personal responsibility of Buyer to (cause to) evaluate such recommendations as to specific fitness for Buyer and other factors (potentially) affecting the cultivation of the crop.

3. As used in the information supplied by Cora Seeds, according to International Seed Federation (ISF) definitions, the following terminology shall mean:

a. Susceptibility means 'the inability of a plant variety to restrict the growth and development of a specified pest.'

b. Resistance means 'the ability of a plant variety to restrict a specified pest and/or the damage they cause when compared to susceptible plant varieties under similar environmental conditions and pest pressure. Resistant varieties may exhibit some disease symptoms or damage under heavy pest pressure'.

c. Two levels of resistance are defined:

High resistance (HR): plant varieties that highly restrict the growth and development of the specified pest under normal pest pressure when compared to susceptible varieties. These plant varieties may, however, exhibit some symptoms or damage under heavy pest pressure.

Intermediate resistance (IR): plant varieties that restrict the growth and development of the specified pest but may exhibit a greater range of symptoms or damage compared to high resistant varieties. Intermediately resistant plant varieties will still show less severe symptoms or damage than susceptible plant varieties when grown under similar environmental conditions and/or pest pressure.

It is to be noted that if a resistance is claimed in a plant variety it is limited to the specified biotypes, pathotypes, races or strains of the pest.

If no biotypes, pathotypes, races or strains are specified in the resistance claim for the variety, it is because no generally accepted classification of the cited pest by biotype, pathotype, race or strain exists. New biotypes, pathotypes, races or strains that may emerge are not covered by the original resistance claim.

d. Immunity means 'when a plant is not subject to attack or infection by a specified pest.'

It is understood that the resistance to a specific pest doesn't exempt from prophylactic and phytosanitary measures to be used in addition to the best agricultural practices.

Also, regarding this terminology Cora Seeds communicates without any guarantee, representation or warranty regarding purpose of performance and shall not be held liable for any information provided in relation hereto.

4. Germinative capacities stated by Cora Seeds are exclusively based on reproducible laboratory tests. There is no direct relation to be assumed between the indicated germinative capacity and the development of Products delivered to Buyer. This indicated germinative capacity, only indicates the germinative capacity at the time the test is carried out and for the circumstances under which the test is carried out. Development depends, among other things, on location, cultivation measures or climatic conditions at the place of cultivation.

5. Any and all warranties set forth in these General Terms and Conditions shall lapse and Cora Seeds shall not be liable for any Product that has been repacked, treated, conditioned and/or manipulated in any way by Buyer or by Cora Seeds or a third party at Buyer's request.

6. Except for any limited warranties expressly stated in these General Terms and Conditions, Cora Seeds hereby expressly disclaims any and all other warranties, whether express, implied, or statutory, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and any and all warranties that may arise from course of dealing, course of performance, or usage of trade.

Article 13 – Indemnification and Liability

1. Buyer shall indemnify Cora Seeds against any and all claims of third parties for compensation of damage (all defects in the Products delivered either by Buyer directly or through Buyer as intermediary), or for infringements of (intellectual) property rights.

Buyer shall for this purpose, on Cora Seeds' demand, take legal action or institute arbitration proceedings. Buyer shall be liable for all legal fees and / or technical consultancy costs being incurred by Cora Seeds.

2. The terms and provisions of this agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and the Parties do not intend to confer third-party beneficiary rights upon any other person. Buyer will indemnify and hold harmless Cora Seeds to the extent that third parties assert that they derive rights from or allege a receivable on Cora Seeds resulting from the agreement entered into between the Parties.

3. To the extent permitted by applicable law, in no event shall Cora Seeds be liable for any indirect, special, incidental, or consequential damages of any kind, or any loss of profits, or loss or interruption of business, in connection with the Products or this agreement, or the Parties' activities relating hereto, even if Cora Seeds has been advised of the possibility of such damages. This exclusion of liability for loss can also be invoked by the (former) personnel, directors and supervisory directors of Cora Seeds, by third parties engaged by it/them, including heirs and legal successors.

4. If, notwithstanding the preceding paragraph 13.3, a liability for loss is established at law, then Cora Seeds' liability shall be limited to the amount invoiced by Cora Seeds to Buyer in connection with the agreement underlying the dispute, less any granted discounts and reductions and transport costs and VAT involved in (the pertinent portion of) the delivery.

5. Buyer hereby explicitly understands and agrees to the limitation of liability of Cora Seeds under paragraphs 13.3 and 13.4 above.

Article 14 – Force Majeure

1. Force majeure event means any circumstance not attributable to and reasonably not to be foreseen by either of the Parties as well as any foreseeable circumstance not dependent on the will of either of the Parties that temporarily or permanently prevents performance of the agreement. Force majeure events shall in any case include: war, threat of war, civil war, riot, severe storm, hurricane, flood, water damage, other severe weather conditions, epidemics, pandemics, fire, transport difficulties, unforeseen technical complications, business interruptions, work strikes at Cora Seeds or at third parties whose services it has engaged, blockades, import and export bans whether or not ordered by phyto sanitary authorities, full or partial seizure or confiscation of stock at Cora Seeds or at its suppliers by civil or military authorities, lack of transport capacity, non or untimely



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Cod.Fisc. e R.I. FC 03608980409 - P. IVA 03608980409 - REA FO-308207 - RUOP IT-08-3222 - Cap.Soc. Eur 100.000,00 i.v.
Società ad unico socio soggetta ad attività di direzione e coordinamento di B&P Holding S.r.l. – C.F e P.I. 04390090407

delivery by suppliers of Cora Seeds, machine malfunctions, destructions and other standstills in the enterprises of Cora Seeds or suppliers, as well as a shortage, whether or not resulting from price increases of the products or from government measures, which completely or temporarily impede or hinder delivery.

2. If either of the Parties invokes the occurrence of a force majeure event, then it shall be relieved from its duty to perform its obligations under the agreement and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the agreement, either party has the right to terminate the agreement by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

Article 15 – Dispute Settlement

1. In so far as the preceding provisions do not provide for a shorter period, Buyer shall submit any complaints to Cora Seeds in writing no later than within 2 (two) months after the moment when Buyer could reasonably have been apprised of the reason for the complaint. After this period, all pertinent rights and defences of Buyer shall lapse. All rights of action and other rights or competences on any account towards Cora Seeds and/or third parties in connection with any (non) performance or any acts of commission or omission on the part of Cora Seeds shall be time-barred upon expiration of a period of 12 (twelve) months after the date of the delivery of the Products.

2. Unless the Parties have agreed on arbitration in consultation, all disputes will be settled by the Civil Court that is competent in first instance in the place where Cora Seeds has its registered office. Irrespective of the above, Cora Seeds will at any time have the right to summon the Buyer before any Court of competent jurisdiction according to the applicable laws.

2. In the event of a dispute, the Parties will, however, first try to reach an amicable solution in consultation, before the parties submit the dispute to an arbitration tribunal or to the Court.

Article 16 – Applicable Law

1. All agreements between Cora Seeds and the Buyer are governed by the law of the country in which Cora Seeds has its registered office.

2. The application of the "United Nations Convention on Contracts for the International Sale of Goods" (Vienna Sales Convention (CISG)) is expressly excluded.

Buyer declares that it has read and explicitly accepted, pursuant to Articles 1341 and 1342 of the Italian Civil Code, the following clauses: paragraphs 2.2-2.6 (Applicability of the General terms and Conditions); 3.3-.6 (Cancellation of Order and Order Confirmation, Duty to inform); 4.2 (Prices); 5.2, 5.3, 5.4, 5.8 (Delivery); 6.1, 6.3, 6.4, 6.5, 6.6 (Payment and late payment), Articles 7 (Use of Products, limited license); 8 Default, suspension and dissolution of the agreement); 9 (Limited warranty – Complaints), 10 (Retention of title), 11 (Intellectual property rights), 12 (Product information and disclaimer), 13 (Indemnification and liability), 14 (Force Majeure), 15 (Dispute Settlement), 16 (Applicable law).

_____ / ____ / _____

Buyer

(stamp and signature)