CORA SEEDS S.R.L.
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Società ad unico socio soggetta ad attività di direzione e coordinamento di B&P Holding S.r.l. – C.F e P.I. 04390090407

TERMS AND CONDITIONS OF SALE AND DELIVERY – CORA SEEDS

Article 1 – Definitions

1. For the purposes of these Terms and Conditions of Sale and Delivery, "**Cora Seeds**" or the "**Supplier**" shall mean Cora Seeds S.r.l., with registered office at Via Boscone 1765/A, 47522 Cesena (FC) – Italy, tax identification number, VAT number and company registration no. 03608980409.
2. **"Terms and Conditions**" shall mean these Terms and Conditions of Sale and Delivery.
3. "**Buyer**" shall mean any natural or legal person purchasing agricultural and/or food products from Cora Seeds upon acceptance of these Terms and Conditions.
4. "**Intellectual Property Rights**" shall mean any and all current and future trade secrets, copyrights, trade names, trademarks, design rights, variety denominations, patents, plant variety rights, plant breeder's rights and/or other intellectual property rights held by either the Supplier and/or the Buyer.
5. "**Products**" shall mean seeds, cultivation material and/or any other goods and/or services supplied by Cora Seeds to the Buyer.
6. "**Price List**" shall mean the document containing the prices of the various Products, issued by Cora Seeds, who communicate it to potential buyers.
7. "**Order**" shall mean the offer to purchase Products submitted by the Buyer to Cora Seeds.
8. "**Order Confirmation**" shall mean the written acceptance by Cora Seeds of the Order, sent to the Buyer.
9. "**Parties**" shall mean Cora Seeds and the Buyer, jointly referred to.
10. "**Plant Material**" shall mean all crops and (plant-based) materials derived from, produced, cultivated or resulting from the Products, intended for human (or animal) consumption.

Article 2 – Applicability of These Terms and Conditions

1. These Terms and Conditions shall apply to, and form an integral part of, all agreements relating to the Products between Cora Seeds and the Buyer.
2. Any provision of these Terms and Conditions which is or becomes invalid or unenforceable shall be replaced with a provision that most closely reflects the purpose and economic effect of the invalid or unenforceable provision. The invalidity or unenforceability of any provision shall not affect the validity of the remaining provisions agreed between the Parties.
3. Any modification to these Terms and Conditions must be agreed upon in writing by the Parties. The Parties are not permitted to unilaterally amend these Terms and Conditions.
4. These Terms and Conditions shall prevail over any terms or conditions contained in or referenced by any Order or other communication from the Buyer, whether written, electronic, or in any other form. Any acceptance by Cora Seeds of an Order or other communication from the Buyer is expressly made conditional on the Buyer's acceptance of these Terms and Conditions, including, without limitation, any differing or additional terms and conditions contained therein. Any terms and conditions in the Buyer's Order or communications that differ from or add to these Terms and Conditions or any Order Confirmation are hereby expressly rejected by Cora Seeds.
5. The Buyer hereby grants advance consent to the assignment by Cora Seeds of its rights and claims against the Buyer to any third party.
6. The rights and remedies of Cora Seeds under these Terms and Conditions are cumulative and in addition to, and not exclusive of, any rights or remedies available under applicable law.

Article 3 – Price List, Orders, and Order Confirmations

1. The prices indicated in the Price List are not binding and shall not constitute any obligation on the part of Cora Seeds.
2. All Orders received by Cora Seeds are subject to acceptance through an Order Confirmation issued by Cora Seeds. Prices shall be confirmed and determined by Cora Seeds in the Order Confirmation. The varieties and quantities of Products confirmed in the Order Confirmation shall be deemed purchased by the Buyer. Any modification thereto shall be effective only if expressly agreed in writing by Cora Seeds, which reserves the right to accept or reject such modification at its sole discretion.
3. Without prejudice to the standard harvest reservation clause and the processing clause under Section 5.3, Cora Seeds reserves the right to withdraw a Price List and/or cancel any Order Confirmation in writing within five (5) business days without the obligation to provide any justification. In such case, no agreement shall be deemed concluded between the Parties for any legal purpose.
4. The Buyer shall have the right to cancel the Order provided that written notice is received by Cora Seeds at least thirty (30) days prior to the scheduled delivery date. In such case, the Buyer shall pay an amount equal to 10% of the price Cora Seeds would have charged upon delivery, without prejudice to Cora Seeds' right to claim and obtain full compensation for any damages and costs incurred in excess of said 10%. The Buyer shall not have the right to cancel the Order within thirty (30) days prior to delivery, or after delivery has taken place.
5. The Buyer shall provide Cora Seeds with all relevant information required for the shipment of the Products within a reasonable period, and in any case no later than thirty (30) days before the expected delivery date.
6. Cora Seeds shall not be liable for any delay or failure to process an Order arising from or related to the Buyer's failure to comply with its obligations under this Article 3. The Buyer shall be liable for any loss or damage suffered by Cora Seeds as a result of or related to such non-compliance.
7. An offer made to a Buyer or a purchase agreement between Cora Seeds and a Buyer shall not, and shall in no event be construed as, an implied license or agreement in favor of the Buyer with respect to any Intellectual Property Rights related to the Products offered or sold.
8. Cora Seeds shall be entitled to make partial deliveries of the Products sold and to invoice each partial delivery separately.

Article 4 – Prices

1. The Buyer agrees to pay Cora Seeds the amounts specified in the Order Confirmation as consideration for the supply of Products by the Supplier.
2. Unless otherwise expressly specified in writing by Cora Seeds, all prices communicated by Cora Seeds to the Buyer shall be in Euros and:
a. shall not include any non-standard handling costs, packaging (including non-standard packaging), certification (quality) costs, shipping and insurance costs, or pre-shipment inspection fees;
b. shall be exclusive of any applicable taxes, duties, levies, tariffs or other charges of any kind ("Taxes").
The Buyer agrees to indemnify and hold Cora Seeds harmless from and against any and all claims, liabilities, or obligations relating to such Taxes.
3. All prices are subject to change at the sole discretion of Cora Seeds, which reserves the right to revise its prices unilaterally and periodically. Any new pricing will be notified by Cora Seeds to the Buyer and shall immediately replace any previously listed or offered prices. In any case, such new prices shall not apply to Orders already confirmed by Cora Seeds through an Order Confirmation.

Article 5 – Duration

1. The duration of these Terms and Conditions for the supply of Products on a recurring basis may not be less than twelve (12) months, unless otherwise justified – including, but not limited to, for reasons related to the seasonal nature of the Products – and expressly agreed in writing by the Parties.

Article 6 – Product Quality and Specifications

1. The quality and specifications of the Products to be delivered by Cora Seeds to the Buyer shall be as described in the Order and the corresponding Order Confirmation.

Article 7 – Delivery

1. Cora Seeds shall deliver the Products to the Buyer in accordance with the relevant Order Confirmation. The delivery period shall be indicated therein. The Products shall be packaged and delivered in the original packaging of Cora Seeds.
2. Cora Seeds shall make every reasonable effort to fulfill its obligations under the Order Confirmation. However, any minor deviations in size, packaging, quantity or weight shall not constitute a breach of contract and shall be considered proper performance by Cora Seeds.
3. All Orders, even when confirmed by an Order Confirmation, are subject to the standard harvest reservation clause, including but not limited to unavailability, insufficient seed production, or quality issues. In such circumstances, Cora Seeds shall not be obligated to deliver the Products, but will attempt to deliver proportional quantities and/or equivalent alternatives. The Buyer shall not be entitled to claim any damages, including costs, losses or expenses, as a result of such non-performance.
4. The delivery periods agreed between the Parties shall be deemed as estimates only and shall not constitute fixed delivery dates. Cora Seeds shall not be held liable for any damage or loss resulting from delays in delivery. Under no circumstances shall any delay in delivery entitle the Buyer to cancel the relevant Order.
5. Delivery by Cora Seeds shall be made in accordance with the Free Carrier (FCA Cesena) rule under Incoterms® 2020 issued by the International Chamber of Commerce (ICC), or any other Incoterms rule expressly agreed upon between Cora Seeds and the Buyer in the Order Confirmation. Under the FCA Cesena rule, risk in the Products shall pass to the Buyer at the moment the shipment is handed over to the carrier or, in the event of Buyer's failure to cooperate, at the moment such failure occurs.
6. Upon delivery, the Buyer is obligated to immediately inspect the Products delivered, regardless of whether transportation services are performed by the carrier or any other person engaged by the Buyer.
7. At the time of receipt, the Buyer shall promptly inspect the Products and verify:
a. any damage to the packaging;
b. whether the correct Products have been delivered;
c. whether the quantity of Products corresponds with the Order Confirmation;
d. whether the Products meet the quality requirements expressly agreed in writing by both Parties.
8. If, for any reason, the Buyer fails to accept delivery of the Products when they are ready for shipment, or if Cora Seeds is unable to deliver the Products on time due to the Buyer's failure to provide proper instructions, documents, licenses or authorizations, then: (i) all risks related to the Products, including but not limited to any damage or deterioration in quality due to prolonged storage, shall pass to the Buyer, who shall indemnify and hold Cora Seeds harmless from any related claims for damages, and (ii) the Products shall be deemed delivered. If the Buyer fails to accept delivery within seven (7) days from Cora Seeds' notification that the Products are ready for shipment, Cora Seeds shall have the right to resell or otherwise dispose of all or part of the Products.

Article 8 – Payment

1. The Buyer shall make payment in the currency specified on the invoice, within the due date indicated therein, unless otherwise agreed in writing, by bank transfer to the bank account designated by Cora Seeds.
2. The Buyer must always carefully verify the invoice prior to making any payment. In the event of any change in banking information or suspected fraud or hacking, the Buyer shall immediately contact by phone the relevant Cora Seeds Sales Manager to confirm the correct bank details. The Buyer shall not be entitled to suspend payments, make deductions, or apply any set-off. In the case of fraud or hacking, any payment made by the Buyer to third parties shall not release the Buyer from its payment obligations to Cora Seeds.
3. If full payment has not been received by Cora Seeds on the first business day following the invoice due date, the Buyer shall automatically be considered in default, without the need for any notice of default. In the event that payment by instalments has been agreed, the failure of the Buyer

to pay any instalment when due shall, without further notice, constitute a default, and all remaining instalments shall immediately become due and payable.
4. Upon Buyer's default, Cora Seeds shall be entitled to initiate debt collection proceedings without prior notice, and the Buyer shall be liable for all related costs. Extrajudicial collection costs shall be at least 15% (fifteen percent) of the recoverable amount, with a minimum of €250 (two hundred fifty euros) plus applicable VAT. The Buyer shall reimburse such collection costs from the date of default.
5. From the date of default, the Buyer shall be liable to pay Cora Seeds interest at the applicable statutory interest rate. Interest shall be calculated on the total invoice amount, including VAT and collection costs, from the date of default until full payment is received.
6. Any payment made by the Buyer shall be applied, irrespective of any instructions from the Buyer, first to reduce outstanding collection costs, then accrued interest, and finally the oldest outstanding invoice amount. If the Buyer is subject to liquidation, has been granted a moratorium, or liquidation has been ordered, all amounts owed to Cora Seeds shall become immediately due and payable.

Article 9 – Use of Products / Limited License
1. The Buyer may use the Products solely for the purpose of a single cycle of commercial production or cultivation and the sale of Plant Material as the sole agricultural product. Products supplied by Cora Seeds are intended exclusively for agricultural production and, regardless of their processing stage, are under no circumstances intended for animal or human consumption.
2. The Buyer may sell or transfer the Products to third parties only for the purpose of producing a harvest for the sale of Plant Material, and only if such sale or transfer is expressly subject to these Terms and Conditions, and if a separate sales agreement has been entered into between the Parties.
3. The Buyer shall not use, nor allow third parties to use, the Products, Plant Material or any derivative materials – including but not limited to parental lines, derived varieties, resulting plants, plant tissue and/or genetics – for any research, breeding, genetic or molecular analysis, reverse engineering, (re)production of seed, propagation, multiplication, and/or for any purpose other than commercial production or cultivation of Plant Material as described in these Terms and Conditions.

Article 10 – Breach, Suspension and Termination of the Agreement
1. If the Buyer fails to comply with one or more contractual obligations as set out in Articles 3.4-3.7 (Pricing, Orders, and Order Confirmations), 7.8 (Delivery), 8 (Payment), 9 (Use of Products / Limited License), 12.1-12.4 (Retention of Title), or 13.1-13.7 (Intellectual Property Rights), or fails to do so properly or within the agreed timeframes, the Buyer shall automatically be in default without any notice being required, and:
a. Cora Seeds may immediately suspend its obligations;
b. Cora Seeds may require the Buyer to make full advance payment and/or provide adequate security (e.g., a bank guarantee from a reputable bank) for the performance of the Buyer's obligations;
c. Cora Seeds may claim compensation for damages and costs arising from such breach, without prejudice to any other rights under the agreement or these Terms and Conditions; or alternatively,
d. Cora Seeds may terminate the relevant agreement with immediate effect and seek compensation for damages and costs arising from the breach.
2. Cora Seeds reserves the right to suspend the performance of any agreement with the Buyer, including (but not limited to) suspending deliveries, until all payments (including interest and/or collection costs) owed by the Buyer to Cora Seeds have been settled.
3. Once the Buyer is in default, declared bankrupt, in liquidation or has obtained a temporary moratorium, subject to a liquidation order, placed under receivership and/or similar proceedings, Cora Seeds shall be entitled to suspend performance of all its obligations and terminate any related agreement at its discretion, by means of an extrajudicial declaration, without Cora Seeds being liable for any damages, while all obligations of the Buyer towards Cora Seeds shall become immediately due and payable.
4. If Cora Seeds has a claim against a company affiliated with the Buyer – for example, a subsidiary, affiliate, or associated company – and such company is in a state of bankruptcy or liquidation, or has been granted a suspension of payments, Cora Seeds may set off such claim against any claim the Buyer may have against Cora Seeds, even if Cora Seeds' claim is not yet due at that time.

Article 11 – Limited Warranty – Claims
1. Without prejudice to the provisions of Article 14, Cora Seeds warrants that the Products conform to the Order Confirmation. The Buyer shall be obliged to inspect the Products and packaging immediately upon delivery, in accordance with Article 7.7. If the Buyer is of the opinion that the Products are defective (i.e., they do not comply with the Order Confirmation), the Buyer must submit a written complaint to Cora Seeds, stating the reasons, within eight (8) days from delivery. If the Buyer is of the opinion the Products are defective but such defects were not visible at the time of delivery, it must submit a written complaint no later than thirty (30) days from discovery, and in any case no later than six (6) months from delivery.
2. The written complaint must include the Order number, batch number, the reason and description of the claim, along with supporting evidence (e.g., photographs, technical reports, etc.) in order for Cora Seeds or a third-party expert to verify its validity. Within fourteen (14) days of identifying the alleged defect, the Buyer must provide Cora Seeds with supporting documentation proving the nature and extent of the defect.
3. The Buyer shall limit any damages related to a claim made to Cora Seeds to the greatest extent possible.
4. Upon expiration of the time limits set forth in Article 11.1, any rights and remedies of the Buyer relating to such claims shall lapse and be deemed forfeited, and it shall be conclusively presumed that Cora Seeds has properly performed its obligations under the agreement. The Buyer shall thereafter be barred from providing any contrary evidence.
5. Notwithstanding Article 11.4, it shall be conclusively presumed that Cora Seeds has properly performed its obligations under the agreement if the Buyer has used, processed, manipulated, or resold the Products to any third party.
6. Under no circumstances shall the Buyer be entitled to return Products delivered by Cora Seeds without the prior written consent of Cora Seeds and in accordance with any further conditions imposed by Cora Seeds.
7. Even if a claim is submitted on time, the Buyer shall remain obliged to pay any outstanding amounts.

8. If a claim is accepted by Cora Seeds as valid, Cora Seeds shall, at its sole discretion, either replace the relevant goods and reimburse transportation costs, or credit the corresponding portion of the delivery to the Buyer. This shall be the Buyer's sole and exclusive remedy and Cora Seeds' sole and exclusive obligation and liability with respect to any claim under this Article 11 for any alleged defect, shortage, or non-conformity in the Products.
9. Product sizes and weights as stated in the Order Confirmation issued by Cora Seeds shall be deemed accurate unless the Buyer demonstrates a deviation greater than 3% (three percent), in which case the amount payable shall be adjusted accordingly.
10. If there is a dispute between the Parties as to whether the delivered Product is defective in terms of germination, varietal authenticity and/or purity, technical purity, or health status, the Parties shall, by mutual agreement and without unilateral action, appoint an expert to conduct an inspection. Both Parties shall cooperate fully with the expert to enable such inspection. Each Party shall bear its own costs for the inspection.

Article 12 – Retention of Title
1. Title to the Products delivered by Cora Seeds shall pass to the Buyer only upon full performance of all obligations by the Buyer towards Cora Seeds, including payment of interest and any extrajudicial debt collection costs, if applicable. Nevertheless, the risk of loss or damage to the Products shall transfer to the Buyer upon delivery, as provided in Section 7.5.
2. The Buyer is permitted to resell or process the Products delivered by Cora Seeds only within the ordinary course of its business activities and subject to the limitations set out in Article 9. In the event of resale, the Buyer is obliged to take all necessary steps to ensure that this retention of title is enforceable against its buyers prior to any such resale.
3. The Buyer shall not pledge the Products or create any other (security) interest over the Products without the prior written consent of Cora Seeds.
4. The Products subject to retention of title under paragraph 12.1 must be stored and/or used in such a manner as to preserve their quality and ensure they can be clearly identified.

Article 13 – Intellectual Property Rights
1. Cora Seeds retains all Intellectual Property Rights and the Buyer hereby acknowledges and agrees that Cora Seeds holds exclusive rights and title to all Intellectual Property Rights relating to the Products and the Plant Material, including any mutations, (derived) varieties, or any (biological) material obtained from or contained in such Products or Plant Material. This includes, without limitation, parental lines, traits, genetics, technologies, and/or all other genotypic and/or phenotypic characteristics and designations. Should any new Intellectual Property Rights arise, the Buyer hereby assigns, transfers, and agrees to assign and transfer such rights without undue delay to Cora Seeds, and Cora Seeds accepts such assignment. The Buyer further authorizes Cora Seeds to register and otherwise effect or complete such transfer under applicable law and shall assist Cora Seeds in completing any procedures required to register, effect, validate, or finalize such transfer.
2. The Buyer shall not register any trademark, trade name, company name, domain name, symbol, or variety name that is identical to or confusingly similar to those owned by Cora Seeds or any of its affiliates.
3. The Buyer shall not use any trade names or trademarks owned or used by Cora Seeds, except in the ordinary course of selling packaged Products delivered by Cora Seeds and strictly in accordance with Cora Seeds' brand use guidelines. Under no circumstances shall the Buyer remove, alter, deface, or obscure any identifying marks, packaging, or labelling related to the Products.
4. The Buyer shall not use the Products, Plant Material, or any mutation, (derived) variety, or (biological) material obtained from or contained therein – including, but not limited to, parental lines, traits, genetics, technologies, and/or other genotypic/phenotypic features – for propagation or reproduction of the original material. Nor shall the Buyer apply treatments with the purpose of propagation or reproduction.
5. In the event the Buyer identifies, observes, or discovers a derived variety, including but not limited to any transformation occurring during production or cultivation of the Plant Material:
a. The Buyer shall immediately notify Cora Seeds and ensure it is informed;
b. The Buyer shall, upon first request by Cora Seeds, provide sample materials as evidence;
c. The Buyer shall not – without Cora Seeds' prior written consent – exploit such mutated or derived material, nor: (i) register it for sale,
(ii) (re)produce, distribute, modify, offer for sale, sell, or otherwise commercialize it, (iii) export or import it, and/or(iv) store it for any of the above purposes.
6. The Buyer shall grant Cora Seeds, or its authorized representatives, immediate access to its facilities and commercial fields for the purpose of verifying compliance with this Article. If the Products are held by or transferred to third parties, the Buyer shall ensure such third parties are bound by Cora Seeds' rights as outlined herein.
7. In the event of any breach of this Article, the Buyer shall, to the extent permitted by applicable law, immediately pay Cora Seeds a liquidated damage of €5,000 (five thousand euros) for each violation and for each day the violation continues, without prejudice to Cora Seeds' right to claim further damages.

Article 14 – Product Information
1. Illustrations, catalogues, drawings and data made available by or on behalf of Cora Seeds concerning quality, composition, weight, dimensions, treatments in the broadest sense, cultivation-related information, applications and characteristics of the Products shall be understood as merely illustrative, and therefore the Products shall not necessarily conform to them.
2. Recommendations regarding cultivation, whether provided prior to or during the cultivation process, shall be understood as being made by or on behalf of Cora Seeds without obligation and in a general sense, without any promise, representation or warranty as to the performance of the Products. Such recommendations do not relieve the Buyer of its own responsibility to assess and evaluate such advice in relation to its specific interest and to other factors that may (potentially) affect agricultural production.

3. As used in the information provided by Cora Seeds, the following terminology shall have the meanings set out below, in accordance with the definitions of the International Seed Federation (ISF):
a. 'Susceptibility' means the inability of a plant variety to restrict the growth and development of a particular pest or pathogen.
b. 'Resistance' means the ability of a plant variety to restrict the growth and/or damage caused by a specific pest or pathogen, compared to susceptible varieties under similar environmental conditions and pest/pathogen pressure. Resistant varieties may, however, exhibit some symptoms of the disease or damage when under high pest or pathogen pressure.
c. Two levels of resistance are defined:
High Resistance (HR): Plant varieties that greatly restrict the growth and development of a specific pest or pathogen under normal pest/pathogen pressure compared to susceptible varieties. These plant varieties may, however, exhibit some symptoms or damage under high pressure from pests or pathogens.
Intermediate Resistance (IR): Plant varieties that restrict the growth and development of certain pests or pathogens, but may show a wider range of symptoms or damage compared to varieties with high resistance. Nevertheless, intermediate resistance varieties may exhibit less severe symptoms or damage than susceptible varieties under similar environmental conditions and/or pest/pathogen pressure.
It should be noted that if resistance is claimed in a plant variety, it refers only to specific biotypes, pathotypes, races, or strains of the declared pest/pathogen.
If no biotype, pathotype, race or strain is specified with regard to the variety's resistance, such absence is due to the lack of a generally accepted classification of the referenced pests or pathogens into biotypes, pathotypes, races or strains. Newly emerging biotypes, pathotypes, races or strains are not covered by the original resistance claim.
d. 'Immunity' means when a plant is not subject to attack or infection by a specific pest or pathogen.
It is further specified that resistance to pests and pathogens does not exempt the Buyer from applying preventive and phytosanitary measures, which must be used in combination with best agronomic practices.
The above terminology is used by Cora Seeds without any commitment, representation or warranty as to actual performance; therefore, Cora Seeds shall not be held liable for the information provided in this regard.
4. The germination capacities declared by Cora Seeds are based exclusively on reproducible laboratory tests. No direct correlation may be assumed between the stated germination capacity and the development of the Products delivered to the Buyer. The stated germination capacity only reflects the conditions at the time and under which the tests were performed. Development depends, among other factors, on location, phytosanitary practices, and climatic conditions in the cultivation area.
5. Any warranty established in these Terms and Conditions shall cease to apply, and Cora Seeds shall bear no liability, if any Product has been repackaged, treated, conditioned and/or processed by the Buyer, or upon request of the Buyer, by Cora Seeds or third parties.
6. Except for limited warranties expressly stated in these Terms and Conditions, Cora Seeds expressly disclaims 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, as well as any warranties that may arise during the course of dealing, performance, or usage of trade.

Article 15 – Indemnity and Liability

1. The Buyer shall indemnify and hold harmless Cora Seeds from and against any and all third-party claims for damages (arising from defects in the Products delivered either directly to the Buyer or via the Buyer as an intermediary), or for infringement of (intellectual) property rights.
To this end, the Buyer shall, at the request of Cora Seeds, initiate legal proceedings or arbitration. The Buyer shall bear all legal expenses and/or technical consultancy fees incurred by Cora Seeds.
2.The terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective permitted successors and assigns, and the Parties do not intend to confer third-party beneficiary rights on any other person. The Buyer shall indemnify and hold harmless Cora Seeds to the extent that any third party asserts claims or rights against Cora Seeds arising from the Agreement between the Parties.
3. To the maximum extent permitted by applicable law, Cora Seeds shall under no circumstances be liable for any indirect, special, incidental, or consequential damages of any kind, or for any loss of profit, business interruption, or similar losses, arising from or in connection with the Products, this Agreement, or the related activities of the Parties, even if Cora Seeds has been advised of the possibility of such damages.
This limitation of liability also applies to Cora Seeds' former personnel, directors, supervisors, third parties engaged by Cora Seeds, including heirs and legal successors.
4. If, notwithstanding paragraph 15.3, liability for damages is established under applicable law, Cora Seeds' liability shall be limited exclusively to the amount invoiced by Cora Seeds to the Buyer in relation to the Agreement underlying the dispute, less any discounts and rebates granted, and excluding transport costs and VAT related to the delivery (or part thereof).
5. The Buyer expressly acknowledges and agrees to the limitation of liability of Cora Seeds as set forth in the preceding paragraphs 15.3 and 15.4.

Article 16 – Force Majeure

1. A force majeure event shall mean any circumstance not attributable to and reasonably unforeseeable by either Party, as well as foreseeable circumstances beyond the control of either Party, which temporarily or permanently prevent the performance of the agreement. In any case, the following shall be considered events of force majeure: war, threat of war, civil war, rebellion, violent storm, hurricane, flood, water damage, other extreme weather conditions, epidemics, pandemics, fire, transportation difficulties, unforeseeable technical complications, business interruptions, labor strikes at Cora Seeds or at third parties whose services are involved, blockades, import and export bans (whether imposed by phytosanitary authorities or not), partial or total seizure or confiscation of Cora Seeds' or its suppliers' warehouses by civil or military authorities, lack of transport capacity, failure or late delivery by Cora Seeds' suppliers, machinery breakdown, destruction or other disruptions in the operations of Cora Seeds or

its suppliers, as well as shortages resulting from increased product prices or governmental measures, which completely or temporarily prevent or hinder delivery.
2. If either Party invokes the occurrence of a force majeure event, it shall be released from its obligations to perform its contractual duties and from any liability for damages or other contractual remedies for breach of these Terms and Conditions, from the moment the impediment causes non-performance, provided that notice is given without undue delay. When the effect of the impediment is temporary, the aforementioned consequences shall apply only for the duration of the impediment affecting the obligated Party. Where the duration of the invoked impediment substantially deprives the contracting Parties of what they were reasonably entitled to expect under the agreement, either Party shall have the right to terminate the agreement by giving reasonable prior notice to the other Party. Unless otherwise agreed, the Parties expressly agree that these Terms and Conditions may be terminated by either Party if the duration of the impediment exceeds one hundred and twenty (120) days.

Article 17 – Dispute Resolution
1. Unless a shorter period is stipulated in the preceding provisions, the Buyer must submit any written claim to Cora Seeds within thirty (30) days from the date the Buyer could reasonably have become aware of the grounds for such claim. After this period, the Buyer shall forfeit all related rights and objections. Any right to legal action or any other remedy against Cora Seeds and/or third parties in connection with any breach, act, or omission by Cora Seeds must be exercised, under penalty of forfeiture, within twelve (12) months from the delivery date of the Products.
2. Unless the Parties have agreed to arbitration, all disputes between the Parties shall be submitted to the Court of the jurisdiction where Cora Seeds has its registered office.
3. In the event of a dispute, the Parties shall in any case attempt to reach an amicable settlement before resorting to arbitration or judicial proceedings.

Article 18 – Applicable Law
1. All agreements between Cora Seeds and the Buyer shall be governed by the laws 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.

The Buyer expressly 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 (Application of Terms and Conditions); paragraphs 3.3-3.6 (Order Cancellation and Order Confirmation, Duty to Inform); paragraphs 4.1 and 4.3 (Prices); Article 5 (Duration); Article 6 (Product Quality and Characteristics); paragraphs 7.2, 7.3, 7.4, 7.8 (Delivery); Article 8 (Payment and Payment Delay); Article 9 (Use of Products, Limited License); Article 10 (Default, Suspension, and Termination of the Agreement); Article 11 (Limited Warranty – Claims); Article 12 (Retention of Title); Article 13 (Intellectual Property Rights); Article 14 (Product Information and Warnings); Article 15 (Liability and Indemnification); Article 16 (Force Majeure); Article 17 (Dispute Resolution); Article 18 (Applicable Law).

Place and date_____, ____/____/____

Cora Seeds

_____

(*signature)*

Place and date_____, ____/____/____

Buyer

_____

(stamp and signature)