

GENERAL TERMS OF TRADE OF THE LIMITED LIABILITY COMPANY LIMSEEDS B.V., WHICH HAS ITS REGISTERED OFFICE IN AND PRINCIPAL PLACE OF BUSINESS AT HORST, THE NETHERLANDS, MUNICIPALITY OF HORST AAN DE MAAS, AND IS REGISTERED IN THE REGISTER OF COMPANIES OF LIMBURG-NOORD CHAMBER OF COMMERCE, VENLO, UNDER NUMBER 12030201

## ARTICLE I APPLICABILITY AND DEFINITIONS

1. These General Terms of Trade apply to all offers made by and agreements entered into with Limseeds B.V. In particular, they apply to all sales and deliveries of goods in the broadest sense of the word, such as asparagus seeds. These terms of trade also apply to all services of Limseeds B.V., including advice and information provided.
2. The following definitions apply in these General Terms of Trade:
  - the other party: the natural or legal person receiving offers from Limseeds B.V. or entering into agreements with Limseeds B.V. in accordance with paragraph 1;
  - direct damage: material damage to the goods sold and delivered by us, including damage resulting from deficiencies in the germinating capacity and/or emergence of asparagus seeds for which Limseeds B.V. can be held responsible and/or the varietal authenticity and/or varietal purity and/or the technical purity and/or health of the asparagus seeds sold and delivered;
  - indirect damage: all damage or loss not covered by the definition of direct damage, such as consequential damage, loss of earnings, damage resulting from disappointing cultivation outcomes or yields, higher production and/or harvesting costs, injury, immaterial damage, failure to make savings, loss of goodwill, damage caused by commercial stagnation, damage due to claims made by the other party's customers, interest and costs.
3. Limseeds B.V. strives to provide these General Terms of Trade to the other party before or on entering into agreements. However, if we have not provided them, or if it is not reasonably possible for us to do so, the other party may contact Limseeds B.V. and ask to see them, or inspect them at the offices of the Limburg-Noord Chamber of Commerce and Industry in Venlo, where they have been filed. The General Terms of Trade will be provided free of charge when the other party first requests a copy. They can also be downloaded free of charge from [www.limseeds.com](http://www.limseeds.com).
4. If one or more of the provisions of these terms of trade appear(s) to be invalid or is (are) abolished, this will not affect the legal force of the other provisions.

## ARTICLE II, GENERAL TERMS OF TRADE OF THE OTHER PARTY AND DEVIATING AGREEMENTS

1. The general terms of delivery and payment of the other party shall not apply to our offers or to agreements entered into with Limseeds B.V.
2. Agreements between Limseeds B.V. and the other party that deviate from these General Terms of Trade shall apply only as agreed if Limseeds B.V. has confirmed them in writing.

## ARTICLE III, OFFERS, AGREEMENTS AND PRICES

1. All offers shall be free of engagement at all times. If an offer is accepted by the other party, Limseeds B.V. shall be entitled to withdraw it within five working days of receipt of the acceptance.
2. Documents attached to the offer or in the agreement by Limseeds B.V., data relating to germinating capacity and/or emergence of seeds, results of research, technical cultivation advice and/or variety descriptions are free of engagement and provided only for reference and information purposes. Data relating to the germinating capacity and/or emergence of seeds provided by Limseeds B.V. based purely on reproducible laboratory tests do not confer any rights on the other party. The following definitions apply to the following expressions used in offers and/or agreements, unless otherwise specified in writing:
  - immunity: a variety is not vulnerable to attacks by a specific pest organism or disease;
  - resistance: the ability of a variety to restrict the growth and development of a specific pest organism or disease as well as the damage caused by it compared to vulnerable varieties under comparable environmental conditions and a comparable pest or disease pressure. However, these varieties may show some symptoms of disease or some damage under a high pest or disease pressure. Two resistance levels are described:
    - High resistance (HR): varieties greatly restrict the growth and development of a specific pest organism or disease under a normal pest or disease pressure compared to vulnerable varieties. However, these varieties may show some symptoms of disease or some damage under a high pest or disease pressure.
    - Intermediate resistance (IR): varieties restrict the growth and development of a specific pest organism or disease, but may show more symptoms than high-resistance varieties. Intermediate-resistance varieties will show less serious symptoms of disease or damage than vulnerable varieties under comparable environmental conditions and/or a comparable pest or disease pressure.
  - tolerance: the ability of a variety to tolerate the influence of abiotic stress, with few negative effects on growth, appearance and/or yield;
  - vulnerability: the inability of varieties to restrict the growth and development of a specific pest organism or disease.
3. Any samples shown or supplied to the other party before or during the presentation of the offer are purely indicative; the goods delivered will not necessarily be the same as the sample.
4. The prices charged will be those in force on the date when the agreement is concluded. If a period of three months has passed since the conclusion of the agreement, and one or more cost-determining factors used by Limseeds B.V. in calculating its prices have changed for whatever reason, Limseeds B.V. shall be entitled to increase the

agreed prices accordingly. In that event, the other party shall not be entitled to compensation nor to be partly or fully released from the agreement.

5. The prices quoted are ex-store and exclude packaging, unless otherwise specified in the offer.

6. All prices exclude VAT, transport and insurance costs unless otherwise specified in the offer.

7. All orders (in the broadest sense) accepted by representatives, intermediaries or employees shall not be binding on Limseeds B.V. until after they have been confirmed in writing by Limseeds B.V.

8. All offers made by and agreements entered into with Limseeds B.V. are subject to minor deviations in number, weight, dimensions and/or packaging. Minor deviations do not entitle the other party to claim the difference, compensation, and/or (partial) release from the agreement.

9. If the other party requests or orders a quantity that is different from the standard quantity used by Limseeds B.V., Limseeds B.V. shall be entitled to supply the other party with this standard quantity and to charge accordingly without the other party being entitled to compensation and/or (partial) release from the agreement.

10. If agreements concern a low invoice value to be determined by Limseeds on a periodic basis, Limseeds B.V. shall be entitled to charge a small order surcharge.

#### ARTICLE IV, HARVEST AND PROCESSING RESERVATION

All offers made by, and agreements entered into with, Limseeds B.V. are subject to a harvest and processing reservation.

Where a disappointing harvest and/or processing of harvested goods (in terms of the quantity and/or quality of the harvested and processed goods) results in fewer goods being available than stated in the offer and/or agreement, Limseeds B.V. shall be entitled to reduce the quantity delivered to the other party accordingly. In such event, the other party shall not be entitled to claim the difference, compensation and/or (partial) release from the agreement.

#### ARTICLE V, DELIVERY TIMETABLE, DELIVERY AND RISK

1. Limseeds B.V. will make every effort to deliver the goods in accordance with the other party's sowing or planting season. However, the delivery timetables stated are purely indicative and should never be regarded as fixed dates unless specifically otherwise agreed in writing.

2. In the event the delivery date is exceeded by thirty days or more, the other party shall not be entitled to compensation and/or release from the agreement except where this is due to intentional acts or omissions or deliberate reckless action on the part of the management or senior employees of Limseeds B.V. In the event that delivery is still outstanding more than thirty days after the stated delivery date, the other party must send Limseeds B.V. a written notice of default. In this notice of default the other party must give Limseeds B.V. a reasonable deadline for compliance.

3. The delivery timetable starts on the date when the other party receives written confirmation of the existence of the agreement from Limseeds B.V., but in any case not before the other party has met any exceptional conditions relating to the performance of the agreement which have to be achieved by it in advance.

4. Limseeds B.V. is entitled to deliver goods sold to the other party in batches and to invoice the other party separately for each batch.

5. The risk of damage, destruction or loss of the goods to be delivered passes to the other party as soon as these goods have left Limseeds B.V.'s warehouse. Unless otherwise agreed in writing, the other party bears the risk of carriage, correct and timely carriage, and carriage insurance.

6. If the other party fails to take delivery of the goods at all, on time or in full, Limseeds B.V. is entitled to store these goods at the other party's expense and risk and to demand payment as if delivery had taken place. The other party will then also be liable to reimburse Limseeds B.V. for all additional costs incurred, which will in all cases include storage and conditioning costs.

7. Unless otherwise agreed in writing, the other party is responsible for the timely submission, completeness and accuracy of all documents needed for sale, export, import and delivery (such as documents relating to invoicing, carriage documents, plant health requirements, international certificates and/or import or export documents and/or import or export statements).

#### ARTICLE VI, STORAGE AND CULTIVATION

1. The other party shall be under the explicit obligation to store the goods delivered in their original packaging and in a cool and dry environment of between 10 and 15 degrees Celsius with a maximum humidity of 40%. The other party shall also be under the obligation to agree these obligations with its customers.

2. The cultivation of asparagus depends on numerous continually changing cultivation conditions which are beyond the perception and influence of Limseeds B.V., such as climate conditions, the quality and availability of groundwater, the soil, the geographic position, the grower's professional qualities. The other party and the eventual grower shall always be fully responsible for the choice of variety and the cultivation. The eventual grower shall act as a good grower during cultivation and shall observe all due care as can be reasonably expected from a grower with reasonable professional skills and actions.

#### ARTICLE VII, COMPLAINTS

1. The other party is explicitly required to examine the goods delivered to ascertain whether they comply with the agreement; this must be done immediately on delivery or at the first opportunity thereafter if immediate examination is not possible.

2. The other party shall notify Limseeds B.V. in writing of any visible defects as soon as they are discovered, or in any event within 8 days of delivery. Should the other party fail to meet this deadline, it loses the right to lodge a claim with Limseeds B.V. for non-compliant goods. Complaints relating to the health or the germinating capacity shall be communicated to Limseeds B.V. in writing within one month of sowing. Should the other party fail to meet this deadline, it will lose the right to lodge a claim with Limseeds B.V. for non-compliant goods.

Complaints relating to the varietal authenticity, varietal purity and/or technical purity of the goods delivered must be made to Limseeds in writing within one year of delivery. Should the other party fail to meet this deadline, it loses the right to lodge a claim with Limseeds B.V. for non-compliant goods. If the other party notifies Limseeds B.V. of defects in writing, the other party must at the same time send Limseeds B.V. a notice of default and allow Limseeds B.V. at least fourteen days to remedy the matter.

3. If the other party has complained to Limseeds B.V. within the deadline as stated in paragraph 2, and the complaint relates to goods that do not comply with the agreement, Limseeds B.V. has the option of delivering the missing goods, replacing the goods delivered, or returning the purchase price.

4. Goods that do not comply with the agreement must be returned to Limseeds B.V. postage paid within fourteen days of delivery, stating the package number or invoice number.

5. Credit may be given only for goods that are in an undamaged condition, that have not been processed, primed and/or contaminated with insecticides and that are in their original packaging, that do not bear any data relating to the other party, such as advertising, trade name, brand, price or other information. All credit will take the form of a credit note. The value of the goods returned will only be offset on receipt of the credit note by the other party, and only up to the sum stated on the credit note.

6. If the other party submits a complaint to Limseeds B.V. relating to the health, germinating capacity, varietal authenticity, varietal purity and/or technical purity of the seed delivered within the deadline, and this complaint is rejected by Limseeds B.V., the other party is required to cooperate when first requested to do so with any inspection regarded as necessary by Limseeds B.V. to be carried out by the Nederlandse Algemene Kwaliteitsdienst Tuinbouw ("Naktuinbouw") [Dutch Inspection Service for Horticulture]. The advice of Naktuinbouw will be binding and the costs will be borne by the party found to be at fault. This inspection shall exclusively be conducted on the basis of the reference sample in Naktuinbouw's possession, or – in the absence of a reference sample – on the basis of a sample to be bindingly determined by Naktuinbouw.

#### ARTICLE VIII, FORCE MAJEURE

1. Limseeds B.V. cannot be held responsible for any failure to comply with its contractual obligations where the reasons for this failure are, inter alia, not due to any fault on its part or lie beyond its control. Reasons as referred to in the preceding sentence include weather conditions, war, risk of war, civil war, terrorism, unrest, molest, fire, water damage, flood, strike, occupation of premises, difficulties affecting import and export activities, government action, defective machinery, interruptions to the supply of gas, water and electricity, transport problems, loss or damage of computer data needed for the performance of the agreement, and stagnation or interruption of supplies from third parties from whom Limseeds B.V. has to obtain raw materials, equipment or parts in order to perform the agreement.

2. In the event of a failure to comply with the agreement for which the other party cannot be held responsible, Limseeds B.V. shall be entitled to dissolve the agreement in full or in part. In such an event, the other party shall not be entitled to claim any compensation from Limseeds B.V.

#### ARTICLE IX, EXCLUSION AND LIMITATION OF LIABILITY

1. Limseeds B.V.'s liability for all direct damage suffered by the other party as described in article 1, paragraph 2, caused by failure to comply with the agreement for which Limseeds B.V. can be held responsible, is limited to a maximum of three times the invoice value (excluding VAT) except where this is due to intentional acts or omissions or deliberate reckless action on the part of the management or senior employees of Limseeds B.V. or liability on the basis of compulsory statutory provisions.

2. Limseeds B.V. shall not be liable for any indirect damage as described in article 1, paragraph 2, except where this is due to intentional acts or omissions or deliberate reckless action on the part of the management or senior employees of Limseeds B.V. or liability on the basis of compulsory statutory provisions.

3. Limseeds B.V. can never be held liable for damage or loss resulting from disappointing cultivation outcomes or yields, damage or loss resulting from the wrong choice of variety, damage or loss resulting from incorrect storage and/or the cultivation conditions or changes to the cultivation conditions as described in article VI, paragraphs 1 and 2, except where this is due to intentional acts or omissions or deliberate reckless action on the part of management or senior employees.

4. Limseeds B.V. can never be held liable for damage resulting from discrepancies between the germinating capacity of seeds as reported by Limseeds B.V. (and based purely on reproducible laboratory tests) and seed emergence experienced by the other party (or its customers), except where this is due to deliberate or reckless action on the part of management or senior employees.

5. The other party shall hold Limseeds B.V. harmless against all third-party claims, such third parties including the other party's customers, government bodies, customs authorities and other authorities acting on behalf of the government, and which claims are fully or partly a consequence of the means used by Limseeds B.V., irrespective of whether this was done on the other party's instruction, to treat, preserve, condition or process the goods sold and delivered or still to be delivered. Save in the event of intent or conscious recklessness on the part of the board or subordinates with a managerial function, or in the event of liability pursuant to mandatory provisions, Limseeds B.V. shall not accept any liability for direct or consequential damage or loss as a result of the means referred to above being used.

6. If a court of law decides in a particular case that Limseeds B.V. is not entitled to claim the exclusions and/or limitations of liability as set out in paragraphs 1 to 4, then Limseeds B.V.'s liability for direct and indirect damage shall in any event be limited to no more than the sum (including interest and costs) which could be claimed under any liability insurance in accordance with common industry practices and market standards, taken out by Limseeds B.V., to be increased by the policy excess.

7. If the other party is a consumer, then the statutory provisions apply in place of the provisions set out in this article.

#### ARTICLE X, TERMS OF PAYMENT

1. Goods delivered by Limseeds B.V. shall be paid for within 30 days of the invoice date, unless otherwise agreed in writing. Payment shall be made in the Netherlands in one of the following ways: in cash at our company's office or into a bank or giro account held by Limseeds B.V. at a bank or a branch of a bank established in the Netherlands.
2. The other party shall not be entitled to payment adjustment on the part of Limseeds B.V. This provision shall not apply to consumers meeting the statutory requirements for payment adjustment.
3. The invoice sum shall be payable immediately on demand once the deadline referred to in paragraph 1 has passed. The other party shall then be in default by operation of the law without any requirement to send notice of default.
4. Once the deadline referred to in paragraph 1 has passed, Limseeds B.V. shall be entitled to charge statutory late-payment interest pursuant to section 6:119a of the Netherlands Civil Code on the outstanding amount from the date on which the other party was first in default until the date on which payment is made in full. The statutory interest pursuant to section 6:119 of the Netherlands Civil Code shall be charged to consumers.
5. Payments made by the other party are used first to pay all costs due, then to pay interest, and then to pay the longest outstanding invoices, even if the other party states that the payment relates to a later invoice.
6. If the other party is persistently late in paying the amounts owed as described in paragraph 1, it shall be liable for paying all extra-legal costs, court costs and legal fees incurred by Limseeds B.V. These costs shall also include other and/or higher costs than the estimated court costs set out in law.
7. Without prejudice to the provisions laid down in paragraph 3, the other party shall be in default by operation of the law if it applies for bankruptcy or is declared bankrupt, applies for or obtains suspension of payments, ceases operations or is wound up, or enters into a statutory arrangement for paying off its debts. No notice of default shall be required.

#### ARTICLE XI, PROVISION OF SURETY

1. If Limseeds B.V. has good reasons to be concerned that the other party may fail to meet its obligations under the agreement, Limseeds B.V. shall be entitled to postpone compliance with its own obligations before or during performance of the agreement until the other party has provided a surety of compliance with all its obligations under the agreement; this surety is to be provided at Limseeds B.V.'s request and to its satisfaction. This provision applies even if the relevant payment deadline has not yet passed.
2. Once the deadline laid down by Limseeds B.V. for provision of the surety has passed, the other party shall be in default by operation of the law and Limseeds B.V. may dissolve the agreement without judicial intervention by making a written declaration. Limseeds B.V. also reserves the right to full compensation.

#### ARTICLE XII, RESERVATION OF TITLE

1. The goods delivered by Limseeds B.V. remain the property of Limseeds B.V. until the other party has complied with all the following obligations under all agreements entered into with Limseeds B.V.:
  - the consideration or considerations relating to goods delivered or to be delivered;
  - the consideration or considerations relating to services provided or to be provided by Limseeds B.V. under the agreement;
  - any claims for non-compliance by the other party relating to one or more agreements entered into with Limseeds B.V.
2. Goods delivered by Limseeds B.V. that are covered by a reservation of title pursuant to paragraph 1 may only be sold on in the context of normal business activities. The other party shall not be entitled to pledge the goods delivered or to attach any other right to them.
3. In accordance with section 3:237 of the Netherlands Civil Code, Limseeds B.V. reserves the future right of pledge to goods which have become the property of the other party under the terms of paragraph 1 and that are still in the other party's possession; the purpose of this is to give Limseeds B.V. greater surety in respect of any claims that it may have, now or in the future, against the other party. This reservation of the right of pledge also applies to goods delivered by Limseeds B.V. that are treated or processed by the other party, which would normally eliminate the reservation of title by Limseeds B.V.
4. If the other party fails to comply with its obligations, or if there are good reasons to fear that it may fail to comply with its obligations, Limseeds B.V. shall be entitled to recover goods delivered title to which is reserved as referred to in paragraph 1 from the other party or from third parties holding them on the other party's behalf. The other party shall cooperate fully with this; failure to do so renders it liable to pay an immediate penalty of 10% per day of all the sums owed by it to Limseeds B.V.
5. Limseeds B.V. must be immediately notified in writing by the other party of any rights claimed or attached by third parties to goods delivered subject to reservation of title.
6. The other party undertakes:
  - to take out and maintain insurance covering goods delivered subject to reservation of title against fire and water damage and theft, and to submit the insurance policy to Limseeds B.V. for inspection;
  - to pledge all claims made by the other party on insurers with regard to goods delivered subject to reservation of title to Limseeds B.V. when first requested to do so by Limseeds B.V., as described in section 3:239 of the Netherlands Civil Code;
  - to pledge all claims received by the other party towards its customers in the context of selling on goods delivered by Limseeds B.V. subject to reservation of title to Limseeds B.V. when first requested to do so by Limseeds B.V., as described in section 3:239 of the Netherlands Civil Code;
  - to label goods delivered subject to reservation of title as being the property of Limseeds B.V.;
7. If the agreement concerns goods to be delivered by Limseeds B.V. to another party whose registered office is in Germany, the following conditions shall also apply – where the provisions of paragraphs 1 to 6 of this article shall apply mutatis mutandis:
  - the consequences of the reservation of title under property law shall be governed by German law;

- the goods delivered by Limseeds B.V. shall – in addition to the cases referred to in paragraph 1 of this article – also remain the property of Limseeds B.V. until the other party has paid all existing and future claims in full under whatever title to Limseeds B.V., increased by interest and costs;
- if the goods delivered by Limseeds B.V. are processed further, the other party shall not become the owner of the new good, but this processing shall be considered to take place for Limseeds B.V., without any obligations resulting from this on the part of Limseeds B.V.;
- if the goods delivered by Limseeds B.V. become a part of another good, or if the goods delivered by Limseeds B.V. are mixed with other goods, Limseeds B.V. shall become the joint owner of the new good on a pro rata basis of the invoice value of the goods delivered by Limseeds B.V. compared to the invoice value of the other goods. To the extent that the property rights of Limseeds B.V. could be invalidated as a result of accession or mixing, the other party shall now already transfer to Limseeds B.V. its title to or its share in the title to the newly created good.

#### ARTICLE XIII BREEDER'S RIGHT

1. Without the prior written consent of Limseeds B.V., seed of varieties, propagating material and/or plant material of varieties protected by a breeder's right applied for and granted in the Netherlands and/or any other country or by a contractually agreed perpetual clause, must not:
  - be used to produce or further propagate the variety;
  - be treated or processed with the intention of propagation;
  - be marketed;
  - be resold;
  - be conditioned for purposes of propagation;
  - exported;
  - imported;
  - or be stocked for any of these objectives.
2. In order to inspect the goods delivered or the products resulting from such goods, Limseeds B.V. and its designated employees or third parties shall at all times have the right to access the other party's establishment and/or all buildings and/or grounds and/or plots managed and/or controlled by the other party, in or on which the goods delivered or products resulting from such goods are located. Limseeds B.V. shall inform the other party of an intended inspection in good time. The other party shall be under the obligation to grant access immediately. The other party shall also be under the obligation, at Limseeds B.V.'s first request, to provide access to and a copy of its records which Limseeds B.V. considers to be relevant to the research.
3. The products originating from goods delivered to the other party shall only be sold by the other party under the variety name registered by Limseeds B.V.
4. If the other party finds a mutant (being an essentially derived variety) in a protected variety, it shall immediately inform Limseeds B.V. accordingly by means of a registered letter. The other party states that it is aware of the fact that the finder of a mutant of a protected variety requires the consent of the holder of the breeder's right of the mother variety to commercially operate the mutant; the other party undertakes not to carry out any activities to commercially operate the mutant without the prior written consent of Limseeds B.V. Commercial operation shall be defined as any or all of the activities described in paragraph 1. The other party shall submit testing material of the mutant to Limseeds B.V. within two months of Limseeds B.V.'s first request to such effect.
5. The other party shall provide all cooperation requested by Limseeds B.V. – including cooperating in collecting evidence – in the event that Limseeds B.V. becomes a party in proceedings concerning breeder's rights or other intellectual or industrial property rights.

#### ARTICLE XIV, RIGHT OF RETENTION

1. Limseeds B.V. shall be entitled to retain goods of the other party presently in its possession or which will come into its possession in the future until the other party has complied with all its obligations towards Limseeds B.V. under the agreement in force.
2. The other party continues to bear the risk of goods subject to this right of retention.

#### ARTICLE XV, EXPIRY OF CLAIMS

The other party's right to lodge claims expires one year after the claim first arose.

#### ARTICLE XVI, CONSUMER TRANSACTIONS

If the other party is a consumer, the provisions of these terms of trade shall not apply where they fall within the scope of section 6:236 of the Netherlands Civil Code or where they are otherwise in conflict with compulsory statutory provisions.

**ARTICLE XVII, CONVERSION**

If any provision of these general terms of trade is invalid or is nullified it will be replaced -by operation of the law where possible- by a provision that comes as close as possible to meeting the purpose of the invalid or nullified provision. The parties must where necessary hold reasonable consultations with each other regarding the text of this new provision. The other provisions of the general terms of trade remain in force unless this is impossible in view of compulsory statutory rules.

**ARTICLE XVIII, DISPUTES AND APPLICABLE LAW**

1. All offers made by and agreements entered into with Limseeds B.V. shall be governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods ("Vienna Sales Convention") shall not apply.
2. Subject to the provision set out in article VII, paragraph 6, any disputes arising between Limseeds B.V. and the other party shall be adjudicated exclusively by the court of Roermond, unless compulsory statutory rules require otherwise.

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I, Joan Kessels, a sworn translator for the English language, do solemnly and sincerely declare that the above is a full, true and faithful translation made by me of the document hereunto annexed, which was submitted to me for translation in testimony whereof I have hereunto set my hand this day, Wednesday, 10 January 2007.