

GENERAL TERMS AND CONDITIONS OF PURCHASE

DEFINITIONS

In these terms and conditions:

IPRs means intellectual property rights including patents, rights to inventions, trademarks, rights in confidential information (including know how and trade secrets) copyright, design rights (and all similar or related rights existing anywhere in the world, whether registered or not and including any applications for the same) in materials, equipment, tools, dies, moulds, drawings, concepts, ideas, formulations, specifications, data and software, and in each case in any jurisdiction worldwide. Loss(es) means all direct, indirect or consequential liability, all losses, damages, expenses, costs, claims, proceedings, or demands including legal and other professional expenses.

Purchaser means the Germains Seed Technology company purchasing goods or services from the Seller, being one of the following entities: Germains Seed Technology, a division of ABF Grain Products Limited (a company registered in England), Germains Seed Technology Nederland B.V. (a company registered in the Netherlands) or Germains España Seed Coating and Enhancement Services S.A. (a company registered in Spain), as applicable.

Purchase Order means the individual, numbered purchase order placed by the Purchaser on these terms and conditions and any Special Conditions, or multiple purchase orders placed by the Purchaser in relation to a specific agreement.

Seller means the company, partnership or person selling goods or services to the Purchaser.

Special Conditions means any terms and conditions attached or referred to in a Purchase Order or attached to these terms and conditions.

1. Applicability

(i) These General Conditions apply to all orders by the Purchaser for goods or services from the Seller. Where differences exist between any terms or conditions shown on the face of the relevant order and these General Conditions (collectively referred to as the "**Contract**"), then for this order only, the terms and conditions on the face will supersede the relevant clause or clauses in these General Conditions. Where there is an existing contract between the Purchaser and the Seller, this existing contract takes precedence over these General Conditions.

(ii) Any quotation by the Seller is incorporated in and made part of this Contract only to the extent of specifying the nature and description of the goods and/or services ordered and then only to the extent that such items are consistent with the other terms of this Contract.

(iii) No other terms or conditions shall form part of this Contract except with the consent of the Purchaser. Such consent for the purposes of this Contract shall mean the consent of the Purchaser's purchasing department. This order constitutes an offer to purchase the goods or acquire the services subject to the terms of this Contract.

2. Sub-contracting and Assignment

(i) Except in respect of goods and services bought or procured in the normal course of the Seller's business no work under the Contract shall be sub-contracted without the Purchaser's written consent. A copy of the Seller's sub-contract shall be supplied if requested.

(ii) The Seller shall not assign any of its rights or obligations under the Contract without the Purchaser's written consent.

3. Inspection

(i) The Purchaser and the persons authorised by the Purchaser, may, before delivery, inspect, test or identify (and reject if necessary) the goods and any drawings and specifications. Such inspection, test or identifications shall not constitute acceptance by the Purchaser of the materials and goods in question.

(ii) The Purchaser is under no obligation to test or inspect the goods before or after delivery.

4. Delivery

(i) Delivery of the goods shall be made by the Seller pursuant to the Incoterms 2010, at the place and on the date(s) specified in the Purchase Order ("**Delivery**"). If no incoterm has been so specified, it shall be DDP. All property and title in the Suppliers shall pass to the Purchaser (without prejudice to any right of rejection) upon the earlier of payment for the goods or services being made by the Purchaser or proper Delivery of goods or services. Risk shall transfer in accordance with the specified incoterm.

(ii) The time for delivery of goods and performance of services is of the essence.

(iii) If goods are delivered or services performed in instalments the Contract will be treated as a single Contract and not severable.

(iv) All goods should have gross weight and centre of gravity identified unless goods are symmetrical.

(v) The Purchaser shall be entitled to reject goods or services not performed in accordance with this Contract.

5. Prices and Payment

(i) Unless otherwise indicated the price on the Purchase Order includes packing and carriage to the place of Delivery including any duties, taxes or levies other than VAT (which shall be payable by the Purchaser on receipt of a VAT invoice).

(ii) Payment of invoices (which must show Purchaser's Purchase Order and Item Number) will be made no later than sixty days from the date that the Contract is performed or the invoice is submitted, whichever is later. The Purchaser shall be entitled to set off any sums owed by the Seller to the Purchaser.

(iii) No increase in price may be made (whether on account of increase material, labour or transport costs, fluctuation in exchange rates or otherwise) without the written consent of the Purchaser.

(iv) If the Purchaser fails to make payment by the agreed date for payment the Seller shall be entitled to charge simple interest on the overdue amount from the agreed date for payment up to the date of actual payment at the annual rate of 2% above the base lending rate of Barclays Bank Plc.

(v) If the Seller operates or has its seat, or if the Contract is performed (in whole or in part), in a Eurozone country (as constituted at the date of this Contract) ("**Affected Country**"), or the Contract specifies payment to be made in EUR, then the Purchaser may satisfy its obligations as to payment by means of payment in GBP or USD (at the Purchaser's discretion) into a UK bank account in the

name of the Seller, only if (i) the Affected Country exits the Eurozone and foreign exchange controls are implemented which prohibit the Purchaser from satisfying its obligations in EUR; or (ii) the EUR as a currency ceases to exist.

(vi) If the provisions of Condition 5(v) are triggered and the Purchaser makes payment to the Seller in GBP/USD to a UK bank account, the applicable conversion rate shall be the average EUR to GBP/USD (as relevant) exchange rate reported in the Financial Times over the six (6) months ending on the date on which the events set out in Condition 10.4(v) occurred.

6. Warranty

(i) The Seller warrants that the goods are new and free from defects in design material or workmanship, are of satisfactory quality, are fit for their general purpose intended and fit for any particular purpose made known to the Seller.

(ii) If within 12 months from the date the goods are put to use (but not exceeding 18 months from the date of delivery), the Purchaser notifies the Seller of a defect (being a fault in workmanship, material or design, or a discrepancy from the Contract description or specification) the Seller will repair or replace the defective goods at the Seller's expense (including packing and carriage). The repaired or replacement goods shall be subject to a like warranty.

(iii) If within 7 days of such notification the Seller does not undertake to affect such repair or replacement and complete the same within a reasonable time the Purchaser may do so and the costs and expenses incurred will be recoverable from the Seller.

(iv) The Seller warrants that all services shall be provided in a professional and diligent manner and to all relevant industry standards, tests or guidelines in force at the time.

(v) The Seller will be liable for and indemnifies the Purchaser and will keep the Purchaser indemnified against (i) any breach of this Contract or any negligence by the Seller, its employees, agents or sub-contractors resulting in any loss, damage, cost or expense incurred by the Purchaser; and (ii) all loss, damage, cost or expense in respect of any infringements of IPRs arising out of the purchase, sale or use of any goods or services provided by the Seller, except to the extent that any such claim arises from strict compliance by the Seller with a specification or design supplied by the Purchaser.

7. Insurance

(i) The Seller shall effect and maintain insurance with a substantial and reputable insurance company to cover its liabilities under this Contract or under statute for at least £2 million in respect of any one occurrence, the number of occurrences being unlimited.

(ii) The Seller will on request produce evidence of any relevant policies held by the Seller to meet this obligation and in the case of default by the seller the Purchaser shall be entitled to effect the said insurance for which the Seller will pay and indemnify the Purchaser.

8. Cancellation, Changes and Calculation

(i) The Purchaser may change any part or all of the specification, design, materials of manufacture or delivery date or may terminate this purchase order in its entirety by giving the Seller written notice to that effect.

(ii) No such changes may be made by the Seller without the Purchaser's prior written consent.

(iii) In such cases of change or termination the Purchaser and the Seller will enter into bona fide negotiations with the objective of reaching an agreement on a revised price. Where termination is involved, the Purchaser reserves the right to decide on the disposition of outstanding suborders of the Seller issued in direct connection with this order, part completed goods, raw materials etc.

(iv) Nothing in these General Conditions of Purchase shall limit or exclude the Purchaser's right to cancel the Contract or any part thereof if the Seller fails to observe or perform any of its essential terms and in such event the Purchaser may procure the materials, goods or services from another source and the Seller will pay excess costs the Purchaser may incur thereby.

9. Third Parties

No rights for any person not a party to this Contract are intended to be created by this Contract except where any goods or services are supplied to one of the Purchaser's associated companies in which event they are entitled, jointly and severally, to the benefit arising under this Contract.

10. Regulatory Requirements and Patents

The Seller warrants the goods and any wrappers or containers supplied comply with all appropriate statutory requirements and regulations applicable to their manufacture sale or other use and do not in any respect infringe IPRs of third parties and that the goods are free from any lien, bill of sale or credit agreement and that the Seller has the right to sell the same.

11. Insolvency

The Purchaser shall be entitled to terminate the Contract without liability to the Seller at any time if: (i) The Seller makes an arrangement with its creditors, becomes bankrupt, subject to an administration order or goes into liquidation,

(ii) An embankrancer takes possession or receiver is appointed, or the Seller ceases or threatens to cease trading, or

(iii) The Purchaser reasonably apprehends any of these matters may occur.

12. Law

This Contract shall be construed in accordance with the laws of England and Wales and the parties agree to the exclusive jurisdiction of the English Courts.

13. Force Majeure

The Purchaser reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the goods or services ordered if it is prevented from or delayed or hindered in the carrying on of its business due to circumstances beyond its reasonable control, including, without limitation, acts of God, governmental actions, terrorism or the threat of terrorism war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), unexpected cost increases or restraints, delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or the amendment or coming into force of any legal provision adversely affecting the Purchaser in relation to the supply of the goods and services under the Contract, including any Economic Sanctions Law.

14. Ethical Trading, Anti-Bribery Compliance ("Code of Conduct")

(i) In accordance with the Purchaser's commitment to sustainable and ethical business practices the Seller warrants and represents that in connection with any matter arising under or pursuant to any Contract it shall (i) protect its workers' rights, including by ensuring: safe and hygienic working

conditions, freedom of association, living wages are paid, working hours are not excessive, no discrimination is practised, no harsh or inhumane treatment is allowed and no child labour is used; (ii) ensure environmental management programmes are in place (iii) (without prejudice to Condition 13(ii)) not offer, promise, give or receive any improper financial payment and/or other improper advantage to or from any person, customer or supplier; and (iv) not make or offer, directly or indirectly, any payment, gift or other advantage to a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business.

(i) In addition, the Seller:

(a) shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (all of the aforesaid being "Relevant Requirements");

(b) shall have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

(c) shall on request by the Purchaser certify to the Purchaser in writing signed by an officer of the Seller, compliance with this Condition 13(ii) by the Seller and all persons associated with it. The Seller shall provide such supporting evidence of compliance as the Purchaser may reasonably request; and

15. Sanctions Compliance

The Seller:

(a) shall on request by the Purchaser certify to the Purchaser in writing signed by an officer of the Seller, compliance with this Condition 15 by the Seller and all persons associated with it. The Seller shall provide such supporting evidence of compliance as the Purchaser may reasonably request;

(b) warrants that neither it nor, to its knowledge, its officers, employees, nor any person involved by or for it in the performance of any Contract, is a Sanctioned Person; and

(c) shall comply with Economic Sanctions Law in all respects related to the performance of this Contract and shall not have any dealings or transactions with any Sanctioned Person if such dealings or transactions would cause the Purchaser to be in violation, or to be subject to a risk of punitive measures being imposed pursuant to, any Economic Sanctions Law.

For the purposes of this Agreement:

"**Sanctioned Person**" means any person, organisation or vessel

(i) designated on the United Nations Consolidated Lists, the Consolidated List of Financial Sanctions Targets maintained by the UK HM Treasury, the Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, the US Government's Denied Persons List, Entities List, Debarred Parties List and Terrorism Exclusion List or on any list of targeted persons issued under the Economic Sanctions Law of any other country (including the European Union);

(ii) that is, or is part of, a government of a Sanctioned Territory;

(iii) owned or controlled, directly or indirectly, by, or acting on behalf of, any of the foregoing; or

(iv) incorporated within, located within or operating from a Sanctioned Territory and subject to any Economic Sanctions Law; or

(v) otherwise targeted under any Economic Sanctions Law.

"**Economic Sanctions Law**" means any laws, regulations, or other binding measures of the UK, European Union, any EU member state, the United Nations, the United States of America or any other jurisdiction applicable to the Parties which relates to economic or trade sanctions, export controls, non-proliferation, anti-terrorism or similar restrictions.

"**Sanctioned Territory**" means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Law from time to time, including without limitation Iran, North Korea, Russia/Ukraine, Sudan and Syria.

16. Confidentiality

(i) Each party acknowledges that it may have access to, and become acquainted with confidential information relating to the business or affairs of the other party and, in respect of the Seller, Intellectual Property Rights in the Purchaser's Property (together, "**Confidential Information**"). Subject to the usual common law exclusions, each party specifically agrees that it will keep confidential, and will not use for any purpose other than the performance of this Agreement, and will not without the prior written consent of the other disclose, directly or indirectly, to any third party, any Confidential Information.

(ii) Where the Seller supplies the Purchaser with Confidential Information the Seller agrees that the Purchaser may disclose such information to a third party under conditions of confidentiality.

17. Miscellaneous

(i) Any waiver by the Purchaser of any breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

(ii) If any provision of the Contract is held to be unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

(iii) Any notice required or permitted to be given by either party to the other under this Contract shall be in writing addressed to the other at its registered office or principal place of business.

(iv) Nothing in these Conditions shall create or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of one party shall be deemed to be or become an employee of the other party.

(v) The Seller shall not use the Purchaser's name for the purpose of advertisement or publicity without the Purchaser's consent.