

1. Definitions

Agreement means (i) a Confirmed Order or (ii) an agreement between Supplier and Buyer for the sale and purchase of Supplies pursuant to which Orders may be placed and to which these Conditions are attached or in which these Conditions are otherwise referenced. Each Confirmed Order, including any Confirmed Orders placed under the aforementioned agreement for sale and purchase, as applicable, shall form a separate Agreement;

Confirmed Order means an Order which has been accepted or is deemed accepted by Supplier in accordance with Conditions 2.1 and 3.3;

Delivery means delivery of Supplies in accordance with Condition 8.1.

Delivery Point means the Germain's location stated in the Agreement or such other address as is agreed between the parties in writing;

Event of Force Majeure means any circumstances beyond the control of a party including, but not limited to, acts of God, governmental actions, strikes or other labour disputes, lock-outs, accidents, war or national emergency, acts of terrorism, protests, riot, civil commotion, explosion, flood, adverse weather conditions, epidemic, fire, reduction in or unavailability of power, breakdown, stoppage, slow working or reduced efficiency of plant or machinery, restraints or delays affecting carriers, shortage or unavailability of raw materials from normal sources of supply;

Goods means the goods to be supplied to the Buyer under the Agreement, which may consist of polymers or other products.

Insolvency Event means circumstances in which a party is unable to pay its debts, becomes insolvent or enters into liquidation or receivership, or suffers any event analogous to any of the above;

IP Rights means patents, rights to inventions, trademarks, rights in confidential information (including, without limitation, know-how and trade secrets), copyright, design rights and all similar or related intellectual property rights existing anywhere in the world, whether registered or not and including, without limitation, any applications for the same;

Loss means any loss, claim, liability, expense or damage suffered or payable whether arising directly or indirectly;

Order means Buyer's order or any other written instruction placed by Buyer for Supplies;

Sales Tax means value added sales tax payable in the UK or any similar sales tax payable in the jurisdiction in which the relevant supply is taking place;

Seeds means the Buyer's seeds supplied to the Supplier and in respect of which the Supplier shall perform the Services.

Services means the services to be supplied to the Buyer under the Agreement, which may consist of seed treatment, seed enhancement, seed pelleting and/or seed encrustment;

Supplier means the Germain's company selling Supplies to the Buyer under the Agreement, being any one of the following Germain's companies: Germain's Seed Technology, a division of ABF Grain Products Limited (a company registered in England); Germain's Seed Technology Nederland B.V. (a company registered in the Netherlands); or Germain's Seed Technology S.A. (a company registered in Spain), as indicated on the Confirmed Order;

Supplier Affiliates means Associated British Foods plc ("ABF") and any subsidiary of ABF from time to time, and "subsidiary" shall have the meaning given in either s.1159 of the Companies Act 2006 where this Agreement is governed by English law or the meaning given in Article 2:24a of the Dutch Civil Code where this Agreement is governed by Dutch law or the meaning given in Article 42 of the Spanish Commercial Code where this Agreement is governed by Spanish law (with the applicable governing law to be determined in accordance with Condition 15.14); and

Supplies means the Goods (or any instalment or part of them) and/or Services as applicable.

2. Application of these Conditions

2.1. These Conditions are the only terms and conditions upon which Supplier is prepared to deal with Buyer and they shall govern, and are incorporated into, the Agreement and any other agreement and/or Order relating to the sale and purchase of Supplies. They apply to the exclusion of and prevail over all other terms and conditions which Buyer may purport to apply, impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. Orders

3.1. Each Order shall be deemed to be an offer by Buyer to purchase Supplies and is subject to acceptance by Supplier. Buyer is responsible for ensuring the accuracy and completeness of any Order.

3.2. Any quotation by Supplier does not constitute an offer and Supplier reserves the right to withdraw or revise a quotation at any time prior to Supplier's acceptance of Buyer's Order.

3.3. No Order shall become a Confirmed Order unless and until:

3.3.1. Supplier has accepted such Order in writing; or

3.3.2. Supplier has dispatched the Supplies for Delivery or made the Supplies available for collection.

3.4. Buyer may not cancel any Confirmed Order except with the prior written agreement of Supplier.

3.5. It is agreed and acknowledged that where the Supplier is providing Services in relation to sugar beet seed, the Supplier will only accept seed which has been sampled in accordance with the rules of the International Seed Testing Association and where no transgenic material has been detected and the Buyer shall provide the Supplier with a GMO certificate confirming that the relevant seed is GM free upon the Supplier's request.

4. Prices

4.1. Unless otherwise agreed in writing, the price payable for the Supplies shall be:

4.1.1. as set out in the Confirmed Order or as otherwise agreed in writing;

4.1.2. in the case of any delivery of Supplies by instalments, Supplier's pricing at the date of despatch of the relevant instalment;

4.1.3. exclusive of costs relating to packaging, loading, unloading, carriage, insurance, transport. Supplier may also charge Buyer for the additional cost of returnable containers and bags but full credit will be given to Buyer if returned undamaged; and

4.1.4. exclusive of Sales Tax and any other taxes and duties that are payable in respect of the Supplies, which Buyer shall be liable to pay to Supplier.

4.2. Notwithstanding Condition 4.1, Supplier reserves the right, at any time before Delivery of Supplies, to increase the price of such Supplies in order to account for increases in Supplier's costs to produce and/or supply Supplies, including without limitation any increased costs of raw materials, utility costs, transportation costs, exchange rate fluctuations and any other cost increases. Supplier shall inform Buyer of any such price increases prior to delivery of the relevant Supplies.

4.3. If Supplier agrees to forward buy any materials specifically for Supplies to be provided to the Buyer then the Buyer agrees to place orders, and not to cancel such orders, for sufficient quantities of Supplies as will completely utilise the forward bought materials. The Buyer agrees to place these orders in line with mutually-agreed forecasts, and any amendments to these must be agreed in writing with Supplier.

5. Additional costs

5.1. Buyer shall indemnify Supplier in respect of any Loss incurred by Supplier as a result of:

5.1.1. Buyer's instructions or lack thereof;

5.1.2. any failure or delay by Buyer in taking delivery of Supplies in accordance with the Agreement;

5.1.3. Buyer's failure to order sufficient Supplies to utilise forward bought materials as referenced in Condition 4.3 (including, without limitation, storage and administration costs); or

5.1.4. infringement or alleged infringement of any third-party IP Rights where Supplies are made to any specific requirements or instructions of Buyer.

6. Terms of payment

6.1. Unless otherwise agreed in writing:

6.1.1. Supplier shall be entitled to invoice Buyer for the price of the Supplies at any time following acceptance or deemed acceptance of the Order.

6.1.2. Buyer will pay for Supplies in the currency specified in the Confirmed Order no later than thirty (30) days from the date of invoice. Time for payment shall be of the essence.

6.2. Buyer shall make all payments due under the Agreement in full to Supplier's account as notified to Buyer without any deduction, whether by way of set-off or otherwise. Any right of the Buyer to set-off or to suspend its obligations on any ground is expressly excluded.

6.3. If Buyer fails to make any payment on the due date (or exceeds the limit on any payment account agreed with Supplier), then without prejudice to any other right or remedy available, Supplier shall be entitled to:

6.3.1. suspend any further deliveries of Supplies until Buyer has paid the overdue amount in full;

6.3.2. charge interest on any overdue amount at a rate of 3% above the base rate, from time to time, of Barclay's Bank plc. Interest will accrue on a daily basis from the due date until payment is made; and

6.3.3. sell or dispose of Seeds pursuant to Condition 9.3.

7. Intellectual property

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- 7.1. Subject to Condition 7.2, neither party shall have, gain title to (nor have nor gain any licence to use or modify) the other party's IP Rights; and neither party shall do or permit any act which may indicate that it has any right, title or interest in the other party's IP Rights.
- 7.2. Unless otherwise agreed in writing, all IP Rights in the Supplies (including any IP Rights in Supplies that have been jointly developed between the parties) shall belong to Supplier.
- 7.3. The Buyer agrees and acknowledges that in the event that AIB, BSPB or any other industry recognized seed intellectual property protection body requests information relating to the origin of any of the Buyer's Seeds from the Supplier, the Supplier shall have the right to provide all information requested regarding such Seeds to the relevant body and, if required, to any specialised, independent testing organisation, or any other OECD accredited laboratory.
- 8. Delivery and returns**
- 8.1. Unless otherwise agreed in writing, Supplies will be delivered **FCA (Incoterms® 2020)** at the Delivery Point.
- 8.2. Supplier shall use its reasonable endeavours to meet Buyer's requested Delivery timings but reserves the right to vary such timings. Delivery dates and times are estimates and time of Delivery is not of the essence.
- 8.3. Supplies may not be returned without Supplier's prior written authorisation and, if authorised, the Goods must be unused and returned (at Buyer's expense) in their original packaging and original condition to such address as Supplier directs. Once received and verified as meeting these requirements, Supplier will process any refund of charges already paid (if any) for those Supplies.
- 9. Passing of title and risk**
- 9.1. Unless otherwise agreed in writing, risk in the Goods shall pass to Buyer upon Delivery to the Delivery Point and title to the Goods shall only pass when Supplier has received full payment, in cleared funds, for the Supplies.
- 9.2. Subject to Condition 9.3, title in the Seeds and any other material supplied by the Buyer (including, without limitation, any packaging) shall be retained by the Buyer at all times. Risk of loss or damage to Seeds or any other material supplied by the Buyer (including, without limitation, any packaging) shall remain with the Buyer at all times. Unless otherwise agreed in writing, the Buyer shall insure itself in full against the risk of loss, damage or destruction of the Seeds and all other materials supplied by it, including, without limitation, to cover risk of loss, damage or destruction resulting from disease, infection, water damage, theft, sabotage, fire, storm or other adverse weather, in each case during receipt, storage, treatment, dispatch or delivery.
- 9.3. The Supplier shall have a general and particular lien on the Seeds in its possession as security for payment of all sums claimed by the Supplier from the Buyer under the Agreement. If an invoice is not paid in full on its due date for payment, the Supplier may, without prejudice to its other rights and remedies, at any time give notice in writing to the Buyer of its intention to sell or otherwise dispose of some or all of the Seeds in its possession if the amount outstanding is not paid in full within 14 days. If the amount due is not paid by the expiry of such period, the Supplier may sell or otherwise dispose of some or all of the Seeds in its possession, as agent of the Buyer and at the Buyer's expense and risk, and shall remit the proceeds of sale or disposal of such Seeds to the Buyer after deduction of all amounts due to the Supplier and the expenses incurred by the Supplier for the sale or disposal of the Seeds. The Supplier shall not be liable for the price obtained for the sale or disposal of the Seeds.
- 9.4. Until title to the Goods has passed to Buyer, Buyer will:
- 9.4.1. safely store the Goods, maintaining them in good condition;
- 9.4.2. ensure that the Goods remain readily identifiable as Supplier's property and not remove, deface or obscure any identifying mark or packaging;
- 9.4.3. insure the Goods against all risks for their full price from the date of Delivery;
- 9.4.4. give Supplier such information as it may reasonably require from time to time in relation to (i) the Goods and (ii) the ongoing financial position of Buyer; and
- 9.4.5. notify Supplier as soon as possible if any of the events in Condition 12.1 occur.
- 9.5. Notwithstanding Condition 9.1 and 9.2, Buyer may resell the Goods in the ordinary course of its business. If it does so, legal and beneficial ownership of the Goods will pass to Buyer immediately prior to the point at which resale by Buyer occurs. Such right to resell the Goods shall automatically terminate or suspend on the termination or suspension of the Agreement. Where Supplier is unable to determine the location of any Supplies in respect of which Buyer's right to possession or Buyer's right to resell has terminated, Buyer shall be deemed to have sold all Supplies (and other supplies) of the kind sold by Supplier to Buyer in the order in which they were paid for by Buyer.
- 9.6. Buyer grants to Supplier an irrevocable licence, upon prior, reasonable notice, to enter premises where the Goods are stored in order to inspect them or, if Supplier becomes entitled to terminate the Agreement in accordance with Condition 12, to recover them.
- 10. Warranties and Representations**
- 10.1. Supplier warrants that at the time of despatch the Supplies will:
- 10.1.1. conform in all material respects with any specification in the Confirmed Order; and
- 10.1.2. comply with applicable statutory and regulatory requirements in the territory in which the Supplier is located.
- 10.2. If any Supplies do not conform with the warranty given in Condition 10.1, Supplier shall, at its option, replace the defective Supplies or refund the price of the defective Supplies in full. This is conditional on:
- 10.2.1. Buyer giving written notice to Supplier of the alleged defect in the Supplies, such notice to be received by Supplier within three (3) days of the time when Buyer discovers the defect and in any event within three (3) months of Delivery of such Supplies;
- 10.2.2. Buyer affording Supplier a reasonable opportunity to inspect and/or examine the Supplies;
- 10.2.3. Buyer making no further use (including sale) of the Supplies after discovering the alleged defect, unless Supplier has given written authorisation to continued use;
- 10.2.4. the Supplies having been used and stored in accordance with any instructions issued by Supplier or otherwise in accordance with general trade practice;
- 10.2.5. the Supplies having not been altered by Buyer or any third party; and
- 10.2.6. the defect or non-compliance not arising as a result of Supplier following any requirement(s) or specifications of Buyer.
- 10.3. Except as provided in this Condition 10, Supplier shall have no liability to Buyer in respect of Supplier's failure to comply with the warranty set out in Condition 10.1.
- 10.4. Except as set out in these Terms, any conditions or warranties (whether express or implied or arising from conduct or a previous course of dealing or trade custom or usage or otherwise) or other terms as to the quality of the Supplies or their fitness for any particular purpose (even if that purpose is made known expressly or by implication to Supplier) or as to the correspondence of the Supplies with any description or sample are hereby expressly excluded to the fullest extent permitted by law or with respect to germination or growth rates of the Seed. All information provided by Supplier, whether contained in Supplier's literature or given by its staff, is for general guidance only and does not constitute a representation by Supplier as to these matters and should not be relied on as such. For the avoidance of doubt and without prejudice to anything in this Condition 10, it is the responsibility of the Buyer to ensure that the Supplies are suitable for the intended use and that the Supplies comply with all relevant legislation regarding that intended use.
- 11. Recall and/or withdrawal Goods**
- 11.1. Buyer will maintain up-to-date and accurate records to enable the prompt withdrawal or recall of Goods from the market.
- 11.2. Each party shall notify the other immediately upon becoming aware of any court order or other directive of a governmental or regulatory authority to withdraw or recall Supplies from the market ("**Recall Notice**").
- 11.3. Buyer will notify Supplier of any circumstances which indicate that Goods that are available for sale in the market are defective, faulty, unsafe or otherwise non-compliant with applicable law ("**Defect Notice**").
- 11.4. Buyer will reasonably cooperate with, and assist Supplier in relation to any Recall Notice and/or Defect Notice and/or in relation to any other circumstances where Supplier has notified Buyer that it wishes to withdraw or recall Supplies from the market, including, without limitation:
- 11.4.1. following Supplier's instructions concerning the withdrawal and/or recall of Goods from the market;
- 11.4.2. providing Supplier with such information that it reasonably requires in connection with the Goods to which the recall or withdrawal relates; and
- 11.4.3. issuing to Buyer's customers any notifications from Supplier that relate to the manner of use, operation or safety of the Goods.
- 11.4.4. Subject to applicable law, Buyer will not:
- 11.4.5. carry out a recall or withdrawal of any Goods without Supplier's prior written consent, failing which any such recall or withdrawal undertaken without Supplier's consent shall be at Buyer's own risk; or
- 11.4.6. publicise, share or issue any information, correspondence, communications or other materials relating to the recall or withdrawal.
- 12. Termination or cancellation**

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- 12.1. Supplier may terminate the Agreement or suspend performance under it (and/or terminate or suspend performance under any other agreement for supplies) with immediate effect and without liability by giving written notice to Buyer if:
 - 12.1.1. Buyer commits a material breach of any term of the Agreement and (if such breach is remediable) Buyer fails to remedy that breach within fourteen (14) days of being notified to do so;
 - 12.1.2. Buyer fails to pay any amount when properly due under the Agreement; or
 - 12.1.3. Buyer suffers an Insolvency Event.
- 12.2. Buyer shall not be entitled to cancel or terminate any Agreement, whether by reason of any act, omission or default on the part of Supplier or otherwise, and its rights to do so (including any rights to do so at common law) are excluded.
- 12.3. On termination of the Agreement for any reason, all outstanding amounts under the Agreement will become due and payable by Buyer from the date of termination.
- 12.4. Termination of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Conditions which expressly or by implication survive the termination of the Agreement shall continue in full force and effect.
- 13. Limitation of liability**
- 13.1. Nothing in these Conditions excludes or limits the liability of Supplier: (a) for death or personal injury caused by Supplier's negligence; or (b) for any matter which it would be illegal for Supplier to exclude or attempt to exclude its liability or which otherwise cannot be excluded at law; or (c) for fraud or fraudulent misrepresentation.
- 13.2. Subject to Condition 13.1, Supplier's total liability under the Agreement shall be limited to the price paid or payable for the Supplies under the relevant Agreement.
- 13.3. Subject to Condition 13.1, Supplier shall not be liable for:
 - 13.3.1. pure economic loss;
 - 13.3.2. loss of profit;
 - 13.3.3. loss of anticipated savings or cost reductions; or
 - 13.3.4. loss of business or depletion of goodwill,(in each case whether direct or indirect) or for any indirect or consequential loss whatsoever and howsoever caused which arise out of or in connection with the Agreement.
- 14. Force majeure**
- 14.1. Save for Buyer's obligation to pay for Supplies, neither party shall be liable under the Agreement for any delays or failures in performance of the Agreement which result from an Event of Force Majeure. The party subject to an Event of Force Majeure shall notify the other party in writing when such event causes any such delay or failure. The time for performance of an obligation which is affected by an Event of Force Majeure shall be extended by such period that reflects the delay caused by the Event of Force Majeure. If the Event of Force Majeure continues for more than thirty (30) days, either party may terminate the Agreement by giving written notice to other.
- 15. Miscellaneous**
- 15.1. A waiver of any right or remedy under the Agreement is only effective if granted in writing, and if so granted shall not be deemed a waiver of any subsequent or other breach or default.
- 15.2. These Conditions may be updated by Supplier by notice in writing from time to time. Any such updates shall apply to any Orders placed after such update. Subject to the foregoing, no variation to these Conditions shall be valid or effective unless it is made in writing, refers to these Conditions and is duly signed or executed by, or on behalf of, each party.
- 15.3. The parties shall comply with applicable laws, including all economic and/or trade sanctions laws, regulations and any other binding measures of the UK, European Union, the United Nations, the United States of America or any other jurisdiction applicable to the parties.
- 15.4. Each party acknowledges that it may have access to confidential information relating to the business or affairs of the other party. Each party specifically agrees that it will keep confidential and will not use for any purpose other than the performance of (or the exercise of rights in respect of) the Agreement (as applicable), and will not, subject to Condition 15.5 and 15.6, without the prior written consent of the other, disclose, directly or indirectly, to any third party, any such confidential information.
- 15.5. Supplier may disclose confidential information received from Buyer to Supplier Affiliates, relevant service providers and professional advisors, under conditions of confidentiality.
- 15.6. Nothing prevents use or disclosure by either party of information which is already in the public domain (other than due to default of such party) or which such party acquires independently of the other party and without restriction on disclosure or use or prevents disclosure to the extent required by law or regulation.
- 15.7. If any provision of the Agreement is held to be invalid or unenforceable it shall, to the extent of such invalidity or unenforceability be deemed severable and the remaining provisions, and the remainder of such provision, shall continue in full force and effect.
- 15.8. Supplier may assign the Agreement or sub-contract the whole or any part thereof. Buyer shall cannot assign, transfer, charge or otherwise deal with its rights or obligations under the Agreement without the prior written consent of Supplier. Where this Agreement is governed by Dutch law, the prohibition for the Buyer to assign, transfer, charge or otherwise deal with its rights or obligations under this Agreement shall have effect under the law of obligations as well as under property law as intend under Article 3:83 paragraph 2 of the Dutch Civil Code.
- 15.9. The rights and remedies of Supplier under these Conditions shall be cumulative, and no right or remedy of Supplier set out in these Conditions shall be deemed to be in lieu of any other right or remedy.
- 15.10. Any notice required or permitted to be given by either party to the other shall be in writing addressed to the other party at its registered office or principal place of business. Notice (save for commencement of proceedings) may also be sent by email, to an approved e-mail address recipient (as notified by the recipient party in writing), provided that no failed delivery or out of office message is received.
- 15.11. Nothing in the Agreement creates 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.
- 15.12. The Agreement will not be enforceable by any person other than Buyer and Supplier.
- 15.13. The Agreement contains the whole agreement between the parties in respect of the applicable subject matter and shall supersede all prior written or oral agreements, arrangements and understandings between the parties relating to such subject matter. The parties hereby declare that the literal text and meaning of the terms and conditions in this Agreement reflect the parties' intentions. This Agreement shall therefore be interpreted as literally as possible under the applicable law. The (legal) English meaning of the conditions shall prevail.
- 15.14. The Agreement and any dispute or claim arising out of or in connection with it, or its subject matter or formation, whether of a contractual or non-contractual nature, shall in all respects be governed by and construed in accordance with the laws of the country where Supplier's registered office is located and the parties irrevocably submit to the exclusive jurisdiction of the courts of the country where Supplier's registered office is located. The United Nations Convention on the International Sale of Goods shall not apply to the Agreement and is expressly excluded in its entirety.

These terms and conditions are effective as of 1 December 2024. These terms and conditions supersede all previous terms and conditions.