

GENERAL CONDITIONS

Article 1 - Definitions

1. The definition in these general conditions of "Pop Vriend" shall be Pop Vriend Seeds USA B.V. and the enterprise(s) it conducts, with its registered office in (1619 BN) Andijk, at Middenweg no. 52, registered with the Chamber of Commerce for Noordwest Holland under number 37129909
2. The definition of the "Other Party" shall be the natural person or legal entity entering into an agreement with Pop Vriend.
3. The definition of "Parties" shall be Pop Vriend and the Other Party collectively.
4. The definition of "Products" shall be goods and services, the components or the genetic material contained in them, and the harvested material generated from them.
5. The definition of "Incoterms 2010" shall be the Incoterms 2010 as made by the International Chamber of Commerce in Paris (ICC).

Article 2 - Applicability of these General Conditions

1. These general conditions shall apply to and shall form an integral part of all agreements regarding Products between Pop Vriend and the Other Party. The articles 4 through 11 of these general conditions shall apply solely to agreements whereby Pop Vriend sells Products to the Other Party. The articles 12 through 18 shall apply solely to agreements whereby Pop Vriend purchases Products from the Other Party.
2. These general conditions are made in the Dutch language. In the event of a dispute about either substance or purport of translations of these general conditions, the Dutch language wording shall be binding whereby wording and terminology shall as much as possible be construed in accordance with customary practice under the laws of the Netherlands and in the Netherlands.
3. Any provision of these general conditions found to be void or voidable, and subsequently declared void, shall be replaced by a provision of a nature and purport most approximating one that is not void or voidable and with economic implications for Parties comparable to those of the void or voided provision. Invalidity or voiding of one of the provisions shall not affect the remaining provisions agreed between Parties.

Article 3 - Agreement

1. Agreements between Parties shall be construed under observance of the practices customary between enterprises that conduct international trading in agricultural and horticultural seeds, and otherwise under observance of practices customary in the Netherlands.
2. Third parties shall not become a party to this agreement as a result of acceptance of stipulations made for their benefit. The Other Party will hold harmless Pop Vriend to the extent that third parties assert that they derive rights from or allege a receivable on Pop Vriend resulting from the agreement entered into between Parties.
3. Place of performance of all obligations from this agreement shall be the offices of Pop Vriend in Andijk, unless explicitly agreed otherwise.
4. The Other Party herewith grants in advance permission for transfer by Pop Vriend to another third party of its legal relationship, receivables and debts towards the Other Party.

SALE

Article 4 - Offers

1. Offers by Pop Vriend shall be without obligation and shall lapse in each event upon expiration of five business days.
2. Illustrations, catalogues, drawings and notices made available by or on behalf of Pop Vriend regarding quality, composition, weight, dimensions, treatment in the broadest sense, cultivation-related information, and applications and properties of the Products shall be merely indicative without the Products being required to be a match. Cultivation-related recommendations preceding and during the cultivation of crops shall be made by or on behalf of Pop Vriend without obligation and in a general sense, and shall not affect the personal responsibility of the Other Party to (cause to) evaluate such recommendations as to specific fitness for the Other Party and other factors (potentially) affecting the cultivation of the crop.
3. If the Other Party accepts an offer then Pop Vriend shall nevertheless be entitled to subsequently withdraw the offer in writing within five business days, without in such an event an agreement having been realised between Parties.

Article 5 - Prices

1. All prices that are communicated by Pop Vriend to the Other Party in the context of a (potential) offer to the Other Party shall be
 - in euros,
 - excluding any costs of transport, packaging, shipping and insurance,
 - exclusive of VAT and other government levies.
2. Pop Vriend shall be entitled to pass on to the Other Party increases in cost price of one or multiple elements of the quoted sale price,

Article 6 - Delivery

1. The Other Party shall be obligated to communicate to Pop Vriend within a reasonable period, but in any event within seven days prior to the contemplated date of delivery at the latest, all information relevant for (international) shipping of the Products. The Other Party shall communicate to Pop Vriend information concerning the formalities compliance with which is required to enable import into the country specified by the Other Party. The Other Party shall communicate to Pop Vriend information concerning any requisite (international) certificates, phyto-sanitary issues, import documents, (pro forma) invoicing. If the Other Party fails in the performance of this obligation then he shall be in default by operation of law, without a defaulting notice being required. The Other Party shall be liable for loss incurred by Pop Vriend as a result of inaccurate or overdue information intended in this paragraph.
2. The delivery periods agreed by Parties shall be indicative and not constitute absolute deadlines. Pop Vriend shall not be liable for loss resulting from agreed delivery periods being exceeded. Delivery periods being exceeded shall not in any circumstance entitle the Other Party to dissolve the agreement.
3. Delivery by Pop Vriend shall be FCA Andijk, Incoterms 2010, whereupon the Other Party shall be obligated to immediately check the goods delivered, whether or not by engaging the services of the carrier or another person who will be provided by the Other Party with the pertinent instructions.
4. The risk in respect of the goods shall be for the Other Party

from the moment delivery has been made and, if the Other Party fails to afford its cooperation, from the moment of this failure.

Article 7 - Suspension and Dissolution of the Agreement by Pop Vriend

Once the Other Party is in default, in liquidation or has been granted a moratorium, or a decision to liquidate has been made, Pop Vriend shall be competent to suspend performance of all its obligations towards the Other Party and to dissolve the agreement at its discretion through an extrajudicial declaration, without this resulting in it owing any damages, whereby all obligations of the Other Party towards Pop Vriend shall be immediately due and payable.

Article 8 - Payment

1. The Other Party shall provide payment in euros within thirty days upon invoice date, without deduction or setoff, through transfer into a bank account designated by Pop Vriend. The Other Party shall not be competent to suspend payment for any reason whatsoever.
2. If on the thirty-first day upon invoice date no full payment has been received by Pop Vriend, the Other Party shall be in default by operation of law, without any defaulting notice being required.
3. If payment in instalments has been agreed then, if any instalment is not duly paid, the Other Party shall, without any defaulting notice being required, be in default and the remaining instalments be immediately due and payable.
4. Once the Other Party is in default, Pop Vriend shall be entitled to take, without any further notice, extrajudicial collection measures. The Other Party shall be obligated to pay all associated costs. The extra-judicial collection costs shall be at least be 15% (fifteen percent) of the collectible amount, at a minimum of € 250 (two hundred and fifty euros) ex applicable VAT. The Other Party shall owe compensation of extra-judicial collection costs as from the day that he shall be in default.
5. Once the Other Party is in default, he shall be obligated to pay Pop Vriend a contractual interest of 2% (two percent) per calendar month. The contractual interest due shall be calculated over the total invoice amount including VAT, increased by the extra-judicial collection costs due in the meaning of sub-clause 4 of this article. The contractual interest shall be calculated as from the date that the Other Party is in default until the day of full settlement, whereby a portion of a commenced calendar month shall count as a full month. Upon each calendar year end, the amount over which the contractual interest is calculated shall be increased by the contractual interest due over that calendar year.
6. All payments made by the Other Party shall serve, regardless any notices sent by the latter, firstly to reduce the extra-judicial collection costs due at that moment, then to reduce the contractual interest due at that moment, and then to reduce the oldest invoice amount due at that moment. Once the Other Party is liquidated or has been granted a moratorium or a decision has been made that it will be liquidated, all receivables of Pop Vriend shall be immediately due and payable.

Article 9 - Complaints

1. The Other Party shall be obligated to check the delivered goods and the packaging materials immediately upon the moment of delivery. If the Other Party is of the opinion that Pop Vriend has failed in the performance of its obligation to make delivery, he shall present in writing stating reasons the pertinent complaint to Pop Vriend within two days upon delivery. If the Other Party is of the opinion that the situation involves defects not visible

at the moment of delivery then he shall present in writing the pertinent complaint to Pop Vriend no later than within two days upon discovery of the alleged defect, but in any event within six months upon delivery. Subsequently within fourteen days upon having ascertained the alleged defect, the Other Party shall present to Pop Vriend documentary evidence prepared by an independent expert proving (the nature and scope of) the defect.

2. Upon expiration of the periods specified in the preceding sub-clause, all rights and defences of the Other Party relating to the cause(s) of the complaint shall lapse and it shall be established fact between Parties that Pop Vriend has adequately performed its obligation to deliver. As from that moment, furnishing counterproof by the Other Party shall be precluded.
3. Notwithstanding the preceding sub-clauses of this article, it shall be established fact between Parties, without any option of furnishing counterproof, that Pop Vriend shall have adequately performed its obligation to deliver, if the Other Party has used, processed or manipulated the goods or has sold on same to a third party.
4. Under no circumstances shall the Other Party be competent to return the goods delivered by Pop Vriend, except with the written permission of Pop Vriend while observing further conditions possibly imposed by Pop Vriend.
5. If any complaint is acknowledge by Pop Vriend then it shall be competent at its discretion to either replace the relevant goods or credit the Other Party for the relevant portion of the delivery.
6. The dimensions and weights as specified in the confirmation of order or packing slip prepared by Pop Vriend shall be deemed to be accurate, unless the Other Party proves a variance in excess of 3% in which event the amount payable shall be adjusted accordingly.
7. If there exists a difference of opinion between Parties as to whether the delivered Product is defective in terms of germination, genuineness and/or pureness of a variety, technical pureness and health then Parties shall in mutual consultation, and failing consensus at own initiative, appoint an expert to conduct an investigation. Both Parties shall afford the expert(s) their cooperation to enable him/them to conduct this investigation. The Party being predominantly ruled against shall be liable for the costs of this investigation.

Article 10 - Reservation of Title

1. Title to the goods delivered by Pop Vriend shall transfer to the Other Party only after the latter shall have performed all its obligations towards Pop Vriend including payment of contractual interest and extra-judicial collection costs due, if any.
2. The Other Party shall be permitted to sell on or process the goods delivered by Pop Vriend in the context of its normal business operations, but it shall not be permitted to pledge same to a third party nor to use same by any other method as security for a receivable by a third party without pertinent written permission of Pop Vriend. In such an eventuality, the Other Party shall be obligated to stipulate an identical reservation of title in favour of Pop Vriend.
3. If the legislation of the country of destination of the goods delivered by Pop Vriend affords farther reaching options to stipulate reservation of title than provided in the preceding sub-clause then it Parties herewith agree that these farther reaching options shall be stipulated in favour of Pop Vriend, such with the understanding that where it cannot be objectively established to which farther reaching rules this stipulation relates, the provisions in the preceding sub-clause shall remain applicable.

4. On demand of Pop Vriend, the Other Party shall vest a (non-possessory) right of lien in all goods into which the goods delivered by Pop Vriend have been processed, or of which these form a part.

Article 11 - Intellectual Property

1. Pop Vriend reserves all intellectual property rights to products of the mind that it uses in its selling process or that are vested in Products it causes to forward to the Other Party.
2. The Other Party shall not be permitted to use trade names and trademarks owned or used by Pop Vriend, except in its regular process of selling Products packaged and delivered by Pop Vriend.
3. The Other Party shall not be permitted to use the Products for the propagation or reproduction of source material. Nor shall the Other Party be permitted to apply treatments to Products for the purpose of propagation.
4. The Other Party shall afford Pop Vriend, or persons authorised by the latter, on demand immediate access to its enterprise(s) and (commercial) grounds and premises for the purpose of enabling verification of compliance with the provisions in this article. If the Products are being held for the Other Party by third parties, or title to them has been transferred to third parties then the Other Party shall stipulate towards said third party the right defined in the preceding sentence in favour of Pop Vriend.
5. If the Other Party violates any provision in this article, it shall owe an immediately due and payable penalty to Pop Vriend in the amount of € 5,000 (in writing: five thousand euros) for each violation for each subsequent day that the violation continues.

PURCHASING

Article 12 - Orders

Orders placed by Pop Vriend shall be without obligation and shall lapse in any event upon expiration of twelve hours.

Article 13 - Prices

All prices shall be:

- in US dollars,
- including costs of transport, packaging materials, shipping and insurance, certification and inspection of the Products,
- inclusive of VAT and other government levies.

Article 14 - Delivery and Transfer of Title

1. The delivery periods stated by the Other Party shall be binding. Without the written permission of Pop Vriend, the Other Party shall not be permitted to deliver sooner or later than the moment agreed. Sooner or later delivery shall entitle Pop Vriend to compensation of loss. The compensation of loss shall at least be five percent per day of the value of Products that are delivered either too soon or too late, such without prejudice to the right of Pop Vriend to claim full damages.
2. Delivery by the Other Party shall be FOB Incoterms 2010. Until delivery shall have been made, the goods shall remain for account and risk of the Other Party, regardless whether Pop Vriend has or has not arranged transport.
3. The Other Party shall be obligated to present at delivery the requisite documents and certificates issued by the competent authorities (such as customs, and health and certification authorities) evidencing that the goods can be traded, sold or processed by Pop Vriend without any impediment and without any required compliance with further government formalities. Pop Vriend shall acquire full title to the Products,

free of reservations, charges and rights of third parties, at the moment of delivery at the latest.

Article 15 - Payment

1. The period within which Pop Vriend is required to make payment shall not be less than sixty days upon invoice date, regardless any notices on this subject to the contrary included by the Other Party in his invoice. Banking costs associated with (international) payment transactions shall be for account of the Other Party.
2. Pop Vriend shall be entitled to offset its receivables on the Other Party against payments due to the Other Party. Pop Vriend shall be competent to suspend payment until the Other Party shall have performed all its obligations towards Pop Vriend.
3. Pop Vriend shall not be in default, unless it shall first have received written notice of default from the Other Party in which it is granted a period of at least thirty days to as yet perform without the defaulting period coming into effect. By request of Pop Vriend, this period of thirty days shall be extended once by an identical number of days if Pop Vriend communicates to the Other Party that it requires this period to enable it to perform as yet.
4. If Pop Vriend is in default, it shall be obligated only to pay the legal interest over the invoice amount excluding transport costs, VAT and other government levies of any nature, as well as excluding any extra-judicial collection costs.
5. If a situation involves multiple receivables of the Other Party on Pop Vriend then the latter shall be competent to decide to which receivable a given payment will be applied.

Article 16 - Complaints

1. Never shall the complaints period for Pop Vriend be less than seven days upon receipt of the Products in its warehouse.
2. Also after the period specified in the first sub-clause of this article has expired and the Other Party's failure to perform his obligation is discovered after the Products' processing or manipulation of their delivery to customers of Pop Vriend shall Pop Vriend be competent to claim damages from the Other Party on these grounds.
3. Pop Vriend shall at all times be competent to return the Products delivered by the Other Party if the situation involves a failure to perform the obligation to deliver, upon which failure the Other Party shall be obligated to either refund amounts already paid by Pop Vriend or issue a credit invoice for Products that remained unpaid for this reason.
4. After a complaint has been lodged, either Pop Vriend shall be competent to cause the Products in question to be replaced for account of the Other Party or the Other Party shall be obligated to indemnify Pop Vriend for the relevant portion of the delivery.
5. The weights and dimensions as stated in the confirmations of order or packing slips submitted by the Other Party shall be accurate, and each variance in the negative sense for Pop Vriend shall result in a corresponding reduction of the payment due.

Article 17 - Force Majeure Situation on the side of the Other Party

1. The Other Party shall be in a position to invoke a force majeure situation only if he proves that the event causing the force majeure situation occurred beyond his control, that he could not have foreseen the event at the time the agreement between Parties was signed, and that he has made every effort to perform his obligation using an alternative method.
2. A force majeure situation shall under no circumstances be anything else than war, riot, and natural disasters. Strikes at

the Other Party or his suppliers, as well as untimely delivery by his suppliers shall most emphatically not form force majeure situations.

Article 18 - Holding Harmless

The Other Party shall hold harmless Pop Vriend against all claims by third parties for defects in the Products delivered either by him directly or through him as intermediary, or for infringements of (intellectual) property rights. The Other Party shall for this purpose on Pop Vriend's demand take legal action or institute arbitration proceedings. The Other Party shall be liable for all legal representation costs being incurred by Pop Vriend.

GENERAL

Article 19 - Force Majeure, Suspension and Dissolution of the Agreement by Pop Vriend

1. Once the Other Party is declared bankrupt, is placed under guardianship, or a garnishee order is made at the expense of Pop Vriend against the Other Party then Pop Vriend shall be competent to suspend performance of all obligations towards the Other Party and at its discretion dissolve the agreement through an extra-judicial declaration, without consequently coming to owe any damages to the Other Party.
2. If Pop Vriend is faced with an unforeseen circumstance or a force majeure situation then it shall be competent to suspend performance of all obligations towards the Other Party and at its discretion dissolve the agreement through an extra-judicial declaration, without consequently coming to owe any damages to the Other Party.
3. At variance with article 6:75 BW [BW = Burgerlijk Wetboek = Dutch Civil Code], the definition of a force majeure situation shall be: any circumstance not attributable to and reasonably not to be foreseen by Pop Vriend as well as any foreseeable circumstance not dependent on the will of Pop Vriend that temporarily or permanently prevents performance of the agreement. Force majeure situations shall in any event include: war, threat of war, civil war, riot, flood, water damage, fire, transport difficulties, unforeseen technical complications, business interruptions, work strikes at Pop Vriend or at third parties whose services it has engaged, blockades, import and export bans whether or not ordered by phyto sanitary authorities, full or partial seizure or confiscation of stock at Pop Vriend or at its suppliers by civil or military authorities, lack of transport capacity, non or untimely delivery by suppliers of Pop Vriend, machine malfunctions, destructions and other standstills in the enterprises of Pop Vriend or suppliers, as well as a shortage, whether or not resulting from price increases of the products or from government measures, which completely or temporarily impede or hinder delivery.
4. An additional definition of force majeure situations shall be: any circumstance that is reason to invoke the harvesting and processing reservations customary in the seed industry. Such circumstances shall afford Pop Vriend the competence, if it chooses not exercise its competence under sub-clause 2 of this article, to perform its obligation by delivering a proportionate quantity to the Other Party.

Article 20 - Liability of Pop Vriend

1. Any and all liability of Pop Vriend for loss of any nature (including loss of profits, consequential damage, direct and indirect loss) shall be excluded, unless it is the result of intent or gross negligence (deliberate recklessness) on the part of Pop Vriend or of persons who are members of the Management of Pop Vriend. This exclusion of liability for loss can also be

invoked by the (former) personnel, directors and supervisory directors of Pop Vriend, by third parties engaged by it/them, including heirs and legal successors.

2. If, the preceding sub-clause notwithstanding, a liability for loss is established at law then the liability shall be limited to the payout made in the concrete case by the insurance company of the liable party under the (business) liability insurance policy effected by the latter.
3. If, the preceding sub-clause notwithstanding, a liability for loss is established at law, and in the concrete case no payout results under a (business) liability insurance policy then the liability shall be limited to the invoice amount, less any granted discounts and reductions and transport costs and VAT involved in (the pertinent portion of) the delivery.

Article 21 - Applicable Law

Realization and implementation of the agreement shall be subject to the laws of the Netherlands. Applicability of the Weens Koopverdrag [Vienna Sales Convention (CISG)] is explicitly excluded.

Article 22 - Dispute Settlement

1. In so far as the preceding provisions do not provide in a shorter period, the Other Party shall submit any complaints to Pop Vriend in writing no later than within two months after the moment when the Other Party could reasonably have been apprised of the reason for the complaint. After this period, all pertinent rights and defences of the Other Party shall lapse. All rights of action and other rights or competences on any account towards Pop Vriend and/or third parties in connection with any (non) performance or any acts of commission or omission on the part of Pop Vriend shall become prescribed upon expiration of a period of twelve months after the moment when the Other Party could reasonably be aware of the existence of these rights of action or other rights or competences.
2. Any and all disputes arising from this agreement, or from further agreements resulting from it, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI) in Rotterdam. The Arbitral Tribunal shall comprise of one arbiter. The venue of arbitration shall be in Amsterdam. The proceedings shall be conducted in the Dutch language; unless Parties agree to conducting the proceedings in another language. Joining the arbitral proceedings with other arbitral proceedings as provided in art. 1046 of the Wetboek van Burgerlijke Rechtsvordering [Code of Civil Procedure] is excluded.
3. Pop Vriend shall be entitled, if it chooses to disregard the arbitration agreement concluded between Parties, to submit disputes to the competent court in Alkmaar or another court outside the Netherlands that would have been competent without arbitration agreement and/or choice of law.