

JoSprout (2024/09) 's-Hertogenbosch, the Netherlands

General Terms and Conditions of JoSprout

1 Definitions

- 1.1 JoSprout: JoSprout, registered at Hoflaan 55, 5223 LT 's-Hertogenbosch, the Netherlands.
- 1.2 The Other Party: any party that has made a contract with JoSprout and/or has submitted an offer to JoSprout and/or to whom JoSprout has made an offer.
- 1.3 JoSprout Conditions: the General Terms and Conditions of JoSprout.
- 1.4 RUCIP conditions: the whole body of the Rules and Practices of the Règles et Usages du Commerce Intereuropeen des Pommes de Terre [Rules & Practices of the Inter-European Trade in Potatoes], as well as the Rules governing Expert Assessments and Arbitration of the European Committee.
- 1.5 AHP (General Trading Conditions Seed Potatoes 2018, along with the corresponding Arbitration Rules of June 2018, adopted and determined by: the NAO (Dutch Potato Organization), LTO Nederland, VAVI (Association of Potato Processing Industry) and NAV (Dutch Farming Union).
- 1.6 AHV conditions: General Trading Conditions for the wholesale trade in potatoes along with the corresponding Arbitration Rules of 1 September 1986.
- 1.7 BPTA conditions: the general terms and conditions of the British Potato Trade Association that are applicable to transactions in the United Kingdom.
- 1.8 JoSprout explicitly excludes general terms and conditions of the seller or buyer, unless parties reach a prior written agreement.

2 Applicability

- 2.1 These JoSprout Conditions shall apply exclusively to all offers and quotations made to and by JoSprout and all agreements concluded by JoSprout and all associated commitments.
- 2.2 Further to the JoSprout Conditions, the following shall apply depending on the legal relationship between JoSprout and the other party:
 - a. RUCIP conditions: if the agreement concerns seed potatoes and it is concluded with a party located outside the Netherlands,
 - b. AHP conditions: if the agreement concerns seed potatoes and it is concluded with a party located within the Netherlands,
 - c. AHV conditions: if the agreement concerns ware potatoes and it is concluded with a party located within the Netherlands,
 - d. BPTA conditions: the general terms and conditions of the British Potato Trade Association that are applicable to transactions in the United Kingdom.
- 2.3 In case of discrepancies between JoSprout Conditions and applicable respective RUCIP, AHP, AHV, BPTA conditions, JoSprout Conditions shall prevail.
- 2.4 The applicability of any general terms and conditions used by the other party shall hereby be explicitly excluded.
- 2.5 Deviations from JoSprout Conditions and the applicable RUCIP, AHP, AHV or BPTA condition can only be agreed upon in writing and shall only apply after the explicit written confirmation thereof by JoSprout.

3 Applicable law and arbitration

- 3.1 Dutch law shall govern all legal relationships between JoSprout and the other party. The United Nations Convention on Contracts for the International Sale of Goods (CISG) signed in Vienna on 11 April 1980, (the 'Vienna Sales Convention') shall be expressly declared inapplicable.
- 3.2 All disputes between JoSprout and the other parties shall be exclusively subjected to arbitration, and this will take place in accordance with the Arbitration Rules, which have been included in accordance with the RUCIP, AHP, AHV or BPTA conditions that have been declared applicable in accordance with Article 2.2 of these JoSprout General Terms and Conditions.
- 3.3 Without prejudice to the provisions of Art. 3.2, JoSprout shall be free to submit claims for amounts that are due and payable, of which the indebtedness is not disputed within four weeks of the date of invoice, to the competent Court in the Netherlands. JoSprout shall also be free to submit claims of an urgent nature to the competent Court in the Netherlands.
- 3.4 All costs arising from collection, both judicial and extrajudicial, shall be borne by the other party. Judicial costs shall include the actual costs incurred by JoSprout for lawyers, bailiffs and experts. The extrajudicial costs owed shall amount to 15% of the principal amount, with a minimum of 250 euros.

4 Liability

- 4.1 Any shortages, defects and damages must be reported in writing by the other party to JoSprout in writing within 24 working hours after release. In addition to the provisions of the RUCIP, AHP, AHV and BPTA conditions, JoSprout shall not be liable for defects, and the right of recourse of the other party shall lapse if the complaint is expressed to JoSprout at a time when the seed potatoes have already been planted, or were cut, or have crossed the Dutch land or sea border.
- 4.2 In all cases and regardless of what is mentioned in the RUCIP, AHP, AHV or BPTA conditions, the liability of JoSprout at all times shall be limited to the direct damage, as well as to the invoice amount of the goods that are subject to valid complaints, limited by the value of the damaged goods.
- 4.3 If damage occurs, the other party shall be obliged to limit this as much as possible.
- 4.4 If the other party fails to fulfil any of its obligations, the other party shall fully indemnify JoSprout for the loss or damage suffered by JoSprout as a result of this failure, including loss of profits.

5 Payment and retention of title

- 5.1 Payment shall, unless agreed otherwise in writing, be made within 30 days after the invoice date by the other party, even if the goods were lost during transport or were damaged. Upon failure to pay within the agreed period, the other party shall owe an

interest payment of 1% for each full month over the amount due as of the due date, without requiring a notice of default.

- 5.2 If the other party can reasonably be considered to have given cause for such, JoSprout may at any time during the term of the agreement require collateral or additional security for payment from the other party. Should the other party fail to comply with a reasonable request for the provision of security, JoSprout shall have the right to suspend its obligations or cancel the contract and to claim damages and compensations.
- 5.3 All goods delivered shall remain the property of JoSprout until the moment when full payment of everything the other party owes to JoSprout under the contract is done. If JoSprout, in the event of late payment, suspension of payments or bankruptcy, exercises its retention of title, JoSprout shall be entitled to take back the goods it has delivered and, to that end, to enter the premises and buildings where the goods are located. The buyer undertakes to store JoSprout's goods separately and in good conditions.
- 6 Plant breeders' rights**
- 6.1 Seed potatoes of a variety to which plant breeders' rights have been established should not be used for propagation of such variety, other than through a corresponding written agreement with JoSprout, which shall also specify an equitable compensation to be paid by the other party.
- 6.2 Seed potatoes of varieties to which plant breeders' rights have been established may only be planted in the agreed country of destination.
- 6.3 The other party shall be obliged, at first request of JoSprout, to provide JoSprout with all the names and addresses of parties to which the other party has further delivered or sold seed potatoes purchased from JoSprout.
- 6.4 The other party shall grant JoSprout and its representatives the right to inspect, test and check all fields planted with the seed potatoes purchased from JoSprout. The other party shall, at the request of JoSprout and/or its representatives, indicate all the fields that were planted with seed potatoes purchased from JoSprout.
- 6.5 The other party shall be obliged to grant direct access to its business and the potatoes, either in the field or in storage, to inspection agencies that perform monitoring activities on behalf of JoSprout concerning a protected variety delivered to the other party. The other party shall thereby also allow inspection of the administration that is relevant to the investigation upon request, including invoices.
- 6.6 If JoSprout is involved in proceedings concerning plant breeders' rights or other industrial property rights, the other party shall be obliged to fully cooperate in such a way that may be reasonably expected by JoSprout.
- 6.7 The other party shall be obliged, upon resale of seed potatoes of varieties with plant breeders' rights, to require its customers to comply with the provisions of Articles 6.1. up to and including 6.7.
- 6.8 The other party shall be responsible at all times for the compliance of its customer(s) with these obligations.

7 Quality standards

For seed potatoes, JoSprout shall deliver based on the standards that are envisaged in the inspection regulations of an official certifying body of the class of seed potatoes to be delivered. When the seed potatoes are approved by local authorities at place of origin and after shipment at destination, JoSprout can no longer be held accountable unless explicitly agreed. Unless explicitly agreed, no additional guarantees shall be given by JoSprout. Where appropriate, JoSprout shall reserve the right to use standards that are stricter than those of the official certifying organizations.

8 Force Majeure

- 8.1 If JoSprout is prevented from fulfilling any obligation towards the other party due to force majeure and, in the opinion of JoSprout, the force majeure situation is temporary or transient in nature, JoSprout shall be entitled to reasonably suspend execution of the agreement until the circumstance, cause or event that causes the force majeure no longer exists.
- 8.2 If, after a force majeure situation as referred to in this article, the circumstances have changed to such an extent that JoSprout cannot be expected to fulfil the contract, JoSprout shall be entitled to terminate the agreement. If, with respect to potatoes grown in any year, the force majeure situation still exists on 15 July of the following year, the agreement shall be terminated by operation of law on that date without right to compensation.
- 8.3 Notwithstanding the force majeure provisions of RUCIP, AHP, and/or AHV conditions, force majeure exists, in any case, but not exclusively, in case of: war; strike; work stoppage; government measures and/or regulations that prevent, delay or otherwise hinder the fulfilment of commitments; lack of transportation; impossibility or uselessness of any eligible transportation route or means of transport; interruption in the supply of energy, raw materials, semi-finished or finished products; insufficient stock, also because of crop shortages, weather conditions and quarantine diseases, technical failures and/or defects.

9 Right of retention

- 9.1 JoSprout shall have a lien and the right of retention towards anyone requesting delivery thereof on all matters, documents and monies which are or on behalf of the other party for any destination, held by JoSprout, as long as the other party has not complied with all its obligations to JoSprout, for all claims that JoSprout may have against or may receive from the other party.
- 9.2 JoSprout may also exercise its rights under the first paragraph of this article in respect of everything else the other party still owes in respect of previous orders.
- 9.3

10 Validity

- 10.1 If any provision of the JoSprout General Terms and Conditions would wholly or partially be declared invalid and/or unenforceable, the validity of all other provisions of the JoSprout General Terms and Conditions shall remain unaffected.

These JoSprout General Terms and Conditions may also be consulted online at www.josprout.com. Upon request, a copy will be sent free of charge to the other party.