

YOUR ATTENTION IS PARTICULARLY DRAWN TO PARAGRAPH 7 REGARDING USE OF SEEDS AND PARAGRAPH 8 WHICH LIMITS TOZER'S LIABILITY.
TRADE ONLY: TOZER DOES NOT OFFER SEEDS FOR SALE TO CONSUMERS

1 Definitions

1.1 'Business Day' means a day (other than a Saturday, Sunday or public holiday).

1.2 'Contract' has the meaning set out in paragraph 2.2.

1.3 'Costs' has the meaning set out in paragraph 4.1

1.4 'Force Majeure Event' means an event beyond the reasonable control of Tozer including, but not limited to; strikes, business interruptions, blockades, lock-outs, import and export bans (whether or not ordered by phytosanitary authorities) or other industrial disputes (whether involving the workforce of Tozer or any other party), failure of a utility service or transport network, medical emergency, epidemics, act of God, war, threat of war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, hacking, fire, flood, water damage, storm, hurricane or other severe weather conditions, transport difficulties, unforeseen technical complications, full or partial seizure or confiscation of stock at Tozer or at its suppliers or subcontractors, as well as shortage, whether or not resulting from price increases of the products or government measures, which completely or temporarily impede or hinder delivery.

1.5 'GM free' shall mean that the seeds supplied are not genetically modified.

1.6 'Intellectual Property Rights' means all existing and future trade secrets, copyrights, tradenames, trademarks, design rights, variety name, patents, plant patents, plant variety, plant breeder's rights and/or other related (intellectual property) rights, globally.

1.7 'Order' has the meaning set out in paragraph 2.2.

1.8 'Order Confirmation' has the meaning given to it in paragraph 2.2

1.9 'Price' (the price of the Seeds, Costs and Taxes (if applicable) calculated in accordance with paragraph 3.2.

1.10 'Seeds' means the seeds offered for sale by Tozer which is accepted in accordance with paragraph 2.2.

1.11 'Taxes' has the meaning set out in paragraph 3.1.

1.12 'Terms and Conditions' means these general terms and conditions of sale of Tozer.

1.13 'Tozer' means Tozer Seeds America LLC, a company registered in Delaware, the United States with company Tax ID 51-0652308 and whose registered office is at 3070 Skyway Dr # 502, Santa Maria, CA 93455, United States.

1.14 'Treatment' has the meaning set out in paragraph 6.2.

1.15 In these Terms and Conditions, the above definitions and those throughout these Terms and Conditions apply and:

(a) References to a person include a natural person, corporate or unincorporated body (whether or not having separate legal personality), whether (re)seller or (end)user of the Seeds or else, (b) Any phrase introduced by the terms including, 'include,' 'in particular' or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.16 Save as may be agreed in writing by a Director of Tozer, no servant, employee or agent of Tozer is permitted to alter or vary these Terms and Conditions in any way.

2 Orders and Contract Formation

2.1 These Terms and Conditions apply to each Order. Any additional or different terms are expressly rejected, regardless of whether you refer to those terms in a request or quotation, other communication, which are implied by trade, custom, practice or course of dealing, addressed to Tozer or otherwise, and shall not be binding upon Tozer unless expressly accepted by Tozer's authorized representative with specific reference to this paragraph.

2.2 You may place an order for Seeds by speaking to a member of the Tozer sales team in person or by phone, who will then complete an order form for you, or by faxing, posting or emailing your completed order form to Tozer in each case for Tozer's acceptance ('Order'). Tozer will accept your Order in writing or by email by issuing you with an Order Confirmation. Once an Order is confirmed by us with an Order Confirmation then a Contract will be in place between us upon the terms as set out in the Order Confirmation and these Terms and Conditions and any other document expressly stated in writing by Tozer to form part of the Contract between Tozer and you. Any quotation given by Tozer shall not constitute an Offer and is only valid (subject to prior revocation by Tozer acting in its sole discretion) for a period of 20 Business Days from its date of issue.

2.3 In the event of any conflict or inconsistency between the terms of the Order Confirmation and these Terms and Conditions then the Order Confirmation shall prevail over these Terms and Conditions.

2.4 The Contract constitutes the entire agreement between the parties in relation to its subject matter.

2.5 Any samples, drawings, descriptive matter, advertising, illustrations, information contained in Tozer's catalogues (including quality, composition, weight, dimensions, treatment in broadest sense, cultivation), brochures and/or on www.tozerseeds.com shall be merely illustrative with the Seeds being required to be a match. See for explanation of terminology Annex 1.

2.6 Cultivation-related recommendations given by Tozer's staff shall be made without obligation and in a general sense, without any guarantee, representation or warranty regarding purpose of performance and shall not affect your responsibility as well as for the information under 2.5 to evaluate such recommendations as to specific fitness for your purpose and other factors (potentially) affecting the cultivation of the crop.

2.7 In case you cancel the Order after receiving the Order Confirmation you are liable to pay a minimum of 15% of the total Price, with a minimum amount of USD \$150, and additional costs for specific treatment (if applicable) that Tozer would have charged upon delivery, without limiting

Tozer's rights to demand compensation of its damages and costs in full. You

2. General Terms and Conditions of Sale

under this article and/or article 9.

2.9 All Order Confirmations are subject to standard harvest and processing reservations (including but not limited to non-availability, seed production failure, seed quality issues and/or the like). In the event of aforementioned reservations Tozer is not obliged to deliver but will endeavor to deliver pro-rata quantities and/or comparable alternatives, and you shall not be entitled to any compensation of damages or costs.

3 Price

3.1 Unless otherwise agreed in writing by Tozer, the price for the Seeds is that set out on Tozer's standard price list which is available on request. Tozer may change the prices set out in its standard price list at any time.

3.2 All prices communicated by Tozer to you are: a) exclusive of any costs of non-standard treatment, (non-standard) packaging, (quality) certificate costs, transport, shipping and insurance, pre-shipment inspections ("Costs") and/or b) exclusive of any and all taxes, levies, tariffs and fees imposed by any (foreign) authorities ("Taxes"); a) and b) apply (together with the price of the Seed 'the Price') unless specified otherwise and c) you agree to indemnify Tozer in connection with any claim for such Taxes.

3.3 Tozer may have to increase the Price after accepting your Order if: (a) Tozer's costs unavoidably increase, (b) the cost of delivery increases, (c) if the Seeds need any treatment (d) if due to fluctuating currency cost increase (d) any new or increased tariff or levy applies to Tozer in respect of the Seeds, and/or (e) if Tozer has made a genuine mistake in its pricing.

4 Payment

4.1 Unless otherwise agreed in writing by Tozer, you shall pay the Price including any VAT or other applicable Taxes and/or Costs chargeable at the applicable rate by bank transfer to the bank account nominated by Tozer in writing, or by cheque. Unless otherwise agreed in writing by Tozer, Tozer shall not process your Order until it has received the Price in cleared funds.

4.2 Tozer may offer credit terms at its absolute discretion. Credit terms shall only be valid if agreed by Tozer in writing. Tozer may conduct credit referencing and other checks on you. Credit terms offered by Tozer may be withdrawn by Tozer in its absolute discretion at any time and the balance outstanding shall become due immediately on demand.

4.3 You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and in the currency set out in the Order Confirmation only. You shall not be entitled to assert any credit, set-off or counterclaim against Tozer in order to justify withholding payment of those amounts due in whole or in part. Tozer may, without limiting its other rights or remedies, set off any amount owing to it by you against any amount payable by Tozer to you.

5 Failure to Pay

5.1 Without prejudice to any other right or remedy that it may have, if you fail to pay Tozer on the due date, Tozer may: (a) Claim interest and compensation at no less than the equivalent of 15% of the outstanding sum, subject to a minimum amount of USD \$250, or the maximum rate permitted by applicable law; (a) with immediate effect, suspend the provision of Seeds until Tozer has received all overdue sums in cleared funds, (b) suspend further performance under the Contract without liability to you whether in contract, tort (including negligence), breach of statutory duty or otherwise, and/or (c) exercise a lien over any of your property in our possession.

6 Quality

6.1 Tozer shall have the right to make any changes to the Seeds which (a) are necessary to comply with any applicable law, international standards or safety requirements, and/or (b) do not materially affect the nature or quality of the Seeds.

6.2 Tozer confirms that, where, at your request, any treatment (of whatever description) is applied to the Seed ('the Treatment'), Tozer shall use its reasonable endeavours to ensure that the Treatment is carried out with reasonable skill and care and in accordance with the instructions of the manufacturer or supplier of the Treatment. Tozer does not advise on treatment, nor cultivation and consequently accepts no responsibility whatsoever for the effectiveness or otherwise of any cultivation or Treatment.

6.3 Whether at your or at any third parties' request, any treatment, condition, repackaging or manipulation of the Seeds in any way is applied to the Seed, subject to paragraph 6.4, Tozer shall not be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise for any direct or indirect consequence of that treatment, any and all warranties shall lapse and if applicable, subject to paragraph 6.5, that treatment is entirely at your risk.

6.4 Where seeds have been treated, conditioned with a liquid or powder to control pests or diseases, or have been fumigated or pelleted, the purity and germination percentages may be based on tests made before the treatment.

6.5 No warranty is given that the seeds are free from all or any other matter which may be present at the premises, property or equipment of any of Tozer's suppliers including delivery agents or hauliers.

6.6 Seeds supplied by Tozer which are specified to be GM free are GM free. However, this does not extend to any material accompanying the Seeds by way of non-propagating contaminant (howsoever that contamination may arise).

7 Use of Seeds / Limited License

Your Attention is Particularly Drawn to This Paragraph

7.1 You may use the Seeds solely for the purpose of a single commercial production or cultivation and sale of the produce thereof. You may sell or transfer the Seeds to other parties for the sole purpose of producing a crop and sale the produce thereof, only if such sale or transfer is explicitly subject to these Terms and Conditions.

7.2 You may not use or cause or permit the use of the Seeds or any material therefrom other than as described under 7.1, such as but not limited to: parental lines, derived varieties (e.g. mutants), resultant plant, plant tissue

and/or genetics for any research, breeding, molecular or genetic analysis, sowing, seed (re)production, propagation, multiplication other purpose than described in 7.1.

Seeds sold by Tozer are not edible and must not be eaten directly by humans. The Seeds are also not suitable for sprouting and must not be used for the production of sprouted seeds when seed, or at least part of the seed, will be eaten as part of the final product.

8 Express Limited Warranty, Limitation of Liability and Indemnification

Your Attention is Particularly Drawn to This Paragraph

8.1 Tozer communicates without any guarantee, representation or warranty regarding purpose of performance and shall not be held liable for any information provided in relation hereto. Any and all warranties shall lapse and Tozer shall not be liable for any Seeds that has been repacked, treated, conditioned and/or manipulated in any way by you, Tozer or a third party at your request.

8.2 Failure of the Seeds to germinate and/or reduction in crop yield and quality may occur as a result of multiple factors beyond Tozer's control, including but not limited to, environmental, agronomic factors, manner of use, soil conditions, presence of other materials, handling and storage. Seeds at times carry seed borne diseases which may not be apparent to Tozer. Tozer makes no representation that the Seeds are free from seed borne diseases whether previously known to exist or not identified until the Seeds are grown. Tozer does not guarantee or make any warranties regarding yields or crop performance.

8.3 TOZER HEREBY PROVIDE AS ITS SOLE WARRANTY, THAT WHEN THE SEEDS LEFT TOZER'S FACILITY, THE SEEDS CONFORMED TO THE DESCRIPTIONS ON THE SEEDS' LABEL ON TOZER'S PACKAGING, WITHIN TOLERANCES ALLOWED BY LAW. TOZER SHALL MAKE NO OTHER WARRANTIES OR REPRESENTATIONS REGARDING THE SEEDS, AND TOZER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM SEED-BORNE DISEASES, OR ANY OTHER MATTER.

8.4 In case of any breach of warranties, as remedy you may apply to Tozer a replacement free of charge of the Seed, in each case provided you have complied with these Terms and Conditions, given Tozer a reasonable opportunity of examining the Seed, and if asked to do so by Tozer you return the Seeds to Tozer at your cost.

8.5 TO THE EXTENT PERMITTED BY LAW AND IN NO EVENT SHALL TOZER BE LIABLE TO YOU OR ANY PERSON CLAIMING THROUGH YOU, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, OR OTHERWISE, AND YOU NOR SUCH PERSON MAY RECOVER ANY AMOUNT FOR: (a) for any loss of profit (whether that or any loss of profit is direct, indirect, consequential and/or special), or for any indirect, special or consequential loss arising under or in connection with the Contract or any collateral contract; (b) for any failure in the performance of or any defect in any Seed supplied, including total or partial failure of the resultant crop, (c) for any information regarding the Seeds, (d) for the or any consequence of the treatment of Seed where that treatment is made at your request, (e) for Seed containing genetically modified material, (f) for any Seed which was, at your request, not treated, (g) as a result of the failure of the Seeds to comply with any import requirements, (g) because you failed to follow Tozer's written instructions as to the storage, use of the Seeds or (if there are none) good practice regarding the same, (h) as a result of Tozer following any specification supplied or requested by you or (i) the Seed differs from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.6 IN ANY EVENT AND NOT-WITHSTANDING CLAUSE 8.5 TOZER'S LIABILITY, WHETHER UNDER TOZER'S EXPRESS LIMITED WARRANTY OR OTHERWISE, IS LIMITED TO, AND SHALL NOT, UNDER ANY CIRCUMSTANCES EXCEED AN AMOUNT EQUIVALENT TO THE INVOICED PRICE OF THE SEEDS.

8.7 You acknowledge that: (a) The Price of Tozer's seeds is based upon the foregoing limitations and exclusion of Tozer's liability and that the price Tozer would have to charge would be much greater if a more extensive liability was adopted, (b) disease of plants can be transmitted by the wind, by insects, by animals or by human agencies and may be seed borne or soil borne, (c) you are better placed than Tozer to understand the exportation and importation rules and requirements in relation to the Seeds, (d) you are better placed to insure against your risks than Tozer, and therefore you agree that the limitation of Tozer's liability set out in the Contract is fair and reasonable.

8.8 These Terms shall apply to any replacement Seeds supplied by Tozer pursuant to paragraph 8.4.

8.9 You shall indemnify Tozer against any and all claims of third parties for compensation of damage (all defects in the Seeds delivered either by you directly or through you as intermediary), or for infringements of (intellectual) property rights. For this purpose, you shall, on Tozer's demand, take legal action or institute arbitration proceedings. You shall be liable for all legal representation costs being incurred by Tozer.

8.10 No person, company, agent or any other representative (whether on behalf or not) of Tozer is authorized in any way to modify, limit or expand in any manner the foregoing limited warranty or disclaimer of other warranties.

8.11 You hereby explicitly understand and agree to these allocations of risks, sole express limited warranty, and disclaimer of other warranties, which limits Tozer's liability.

9 Your Obligations

9.1 The Seeds are offered and sold for the production of crops only and not for reproduction of seed or any other use described in paragraph 7.2. You agree that you shall not use the Seeds for reproduction of seed, breeding, multiplication, nor any other use described in paragraph 7.2 in contravention of plant breeders' or any other intellectual property rights within the meaning of the applicable law.

9.2 If you are purchasing from outside the United States you shall specify in writing on the Order, the precise specification which is acceptable to the importing authority in your territory, including details of phytosanitary requirements, international certification, importation documents, import licences, invoice details, disease and virus specification and you are entirely responsible for this. You are responsible for the exportation from the United

States and importation to your territory of the Seeds. Tozer warrants that it shall use reasonable endeavours to comply with the phytosanitary requirements notified to it. Tozer shall have no obligation in respect of the production of export or import licences or other documentation required by the country of destination or any countries the Seed delivery may pass through. If you fail to perform any of the previous obligations, you shall be in default, without notice being required and liable for all loss and damages as a result, including fines.

10 Delivery and Inspection

10.1 This paragraph 10 shall apply in relation to all deliveries organised by Tozer, whether for domestic or international delivery. In the event that you elect to collect the Seeds from Tozer or arrange your own collection and delivery of the Seeds, save as in relation to paragraphs 10.2, 10.4, 10.8, 10.9, 10.10 and 10.11, the remaining provisions of this paragraph 10 shall not apply and are hereby excluded.

10.2 Tozer may deliver the Seeds by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment or contract.

10.3 Tozer may provide estimated delivery dates, in general 5 days if Seeds are on stock, and shall use reasonable endeavours to deliver the Seeds within a reasonable time of the estimated delivery dates but you acknowledge that, in international deliveries, there are many factors outside Tozer's control which could delay the delivery of the Seeds and therefore Tozer accepts no liability whether in contract, tort (including negligence), breach of statutory duty or otherwise for late delivery on international deliveries.

10.4 Notwithstanding any other paragraph to the contrary in the Contract, time shall not be of the essence for the Contract, including the time delivery of the Seed.

10.5 Tozer shall deliver the Seeds EXW Incoterms 2022 to the location set out in the Order Confirmation or any other location or Incoterm as parties may agree in writing in accordance with paragraph 11.3. You are responsible that this location can be lawfully and safely accessed (within a reasonable time) and offloading may safely take place. If not, Tozer shall not be obliged to deliver the Seeds at the location and shall contact you for alternative solutions, at your own expenses.

10.6 If Tozer fails to deliver the Seeds, its liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the Price.

10.7 If you fail to take or delay in taking delivery of the Seeds at Delivery, then, except where that failure or delay is caused by Tozer's failure to comply with its obligations under the Contract: (a) delivery of the Seeds shall be deemed to have been completed at 9.00am on the 3rd Business Day after the day on which Tozer attempted to make the Delivery, and (b) Tozer shall store the Seeds until you take delivery, and charge you for all related costs and expenses (including insurance). If, 10 Business Days after the day on which Tozer first attempted to make delivery, you have not taken delivery of them, Tozer may resell or otherwise dispose of part or all of the Seeds and, after deducting reasonable storage, insurance and selling costs and any other related costs or expenses, account to you for any excess over the Price or charge you for any shortfall below the Price.

10.8 You shall not be entitled to reject the Seeds if Tozer delivers up to and including 10% more or less than the quantity of Seeds ordered.

10.9 You shall inspect the Seeds on Delivery and you will be deemed to have done so and you shall advise Tozer immediately and in any event within 24 hours of delivery of any loss or damage to the Seeds in transit. That notification shall be made by telephone to Tozer Seeds America (805) 922-6300 and confirmed in writing to sales@tozerseedsamerica.com or 3070 Skyway Dr # 502, Santa Maria, CA 93455, United States within 48 hours. Such notice shall include: the Order, batch number, supporting evidence (photo's, expert statements etc.)

10.10 Permitted deviation of the weight as specified in the Order Confirmation is 3%.

10.11 In the event that you elect to collect the Seeds from Tozer or elect to arrange your own delivery of the Seeds, you will notify Tozer in writing for Order Confirmation, and Tozer will provide estimated availability dates and shall use reasonable endeavours to ensure the Seeds are available for collection within a reasonable time of the estimated availability dates.

10.12 In the event that you elect to collect the Seeds from Tozer or elect to arrange your own delivery of the Seeds, and you fail to collect the Seeds in accordance with paragraph 10.11, the provisions of paragraph 10.7 shall apply to that failure to collect and shall be adapted to refer to collection accordingly.

11 Termination

11.1 If you fail to fulfill one or more of your obligations under the Contract, or to correct them in due time (30 days max), you shall be automatically and without formal notice in default and:

a) Tozer's obligations will automatically and may immediately be suspended; and/or

b) Tozer may demand full payment and/or sufficient security from you, for instance in the form of a bank guarantee to be issued by a reputable banking institution; and/or

c) without prejudice to any of Tozer's rights under the Contract, including but not limited to the right to claim compensation of all its damage and costs resulting from such default.

11.2 In case you are declared bankrupt, in liquidation or have been granted a moratorium, a decision to liquidate has been made, placed under guardianship, change of control and/or the like, Tozer shall have the right to suspend performance of all its obligations or cancel the Contract at its discretion through an extra-judicial declaration, without this resulting in Tozer owing any damages, whereby all your obligations toward Tozer shall be immediately due and payable.

12 Consequences of Termination

12.1 On termination of the Contract for any reason you shall immediately pay to Tozer all of Tozer's outstanding unpaid invoices and interest and, in respect of Seeds supplied but for which no invoice has been submitted, Tozer shall submit an invoice, which shall be payable by you immediately on

receipt and the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry, and Paragraphs which expressly or by implication have effect after termination shall continue in full force and effect.

13 Complaints

13.1 If you discover defects not visible at the time of delivery then you shall present in writing the pertinent complaint to Tozer no later than within 2 (two) days upon discovery of the alleged defect, but in any event within 6 (six) months upon delivery, subject to paragraph 10 and failing which all liability whether in contract, tort (including negligence), breach of statutory duty or otherwise of Tozer is excluded. Subsequently within 14 (fourteen) days upon having ascertained the alleged defect, you shall present Tozer documentary evidence proving (the nature and scope of) the defect.

13.4 You are required to limit as much as possible the damages in respect of the submitted complaint to Tozer.

13.5 Upon expiration of the periods specified in the preceding sub-clause, all your rights and defenses relating to the cause(s) of the complaint shall lapse and it shall be established fact between parties that Tozer has adequately performed its obligation to deliver. As from that moment, furnishing counterproof by you shall be precluded.

13.6 Although you have filed a claim in time, this will not suspend your obligation to pay any outstanding amount.

13.7 If any complaint is acknowledged by Tozer then it shall be competent at its discretion to either replace the relevant goods and compensate for the cost of freight, or credit you for the relevant portion of the delivery. The foregoing shall be your sole and exclusive remedy, and Tozer's sole and exclusive obligation and liability, in the event of any complaint under this Article 14 or any alleged default, shortage, or defect of Seeds.

13.8 If there exists a difference of opinion between parties as to whether the delivered Seeds are defective in terms of germination, genuineness and/or purity of a variety, technical purity and health then the 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 parties shall bear their own costs for this investigation.

14 Risk and Title

14.1 For all deliveries, the risk in the Seeds shall pass to you subject to the applicable Incoterm 2022 EXW, unless specified otherwise in the Order Confirmation.

14.2 Legal and beneficial title to the Seeds shall only pass after Tozer has received payment in full (in cash or cleared funds) for: (a) the Seed; and (b) any other goods and/or seed that Tozer has supplied to you in respect of which payment has become due.

15 Retention of title

15.1 Until the date on which legal and beneficial title to the Seeds pass to you in accordance with paragraph 14, Tozer shall retain the legal and beneficial title to the Seeds and you shall: (a) insure the Seeds for their full replacement value with a reputable insurance company and, when requested by Tozer in writing, ensure Tozer's interest in the Seeds is noted on the policy, (b) if the Seeds are destroyed by an insured risk, hold the insurance proceeds separately from all other monies on trust for Tozer, (c) hold the Seeds on a fiduciary basis as Tozer's bailee, (d) store the Seeds at your own cost separately from other property and in a way so as to ensure that the Seeds remain readily identifiable as Tozer's property, (e) not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Seeds, (f) ensure that the Seeds remain in satisfactory condition, (g) not sell or purport to sell the Seeds to a third party, (h) not plant the Seeds or otherwise cause them to be unsalable as seeds, (i) not create or purport to create any lien, charge or other encumbrance over or otherwise affecting the Seed, (j) notify Tozer immediately if you become subject to any of the events listed in paragraph 11, (k) immediately provide Tozer with any information relating to the Seed as Tozer may require from time to time, (l) notwithstanding paragraphs 15.1(g) and 15.1(h) hold as trustee for Tozer any proceeds of sale of the Seeds or the crop (as applicable) to the level of sums owed to Tozer in a trust account separate from other monies.

15.2 Tozer may trace the proceeds of any sale or purported sale of the Seeds or the crop (as applicable) that you receive into any bank or other account which you maintain.

15.3 Tozer may, where title to the Seeds remains with Tozer, recover and resell the Seeds, and you hereby grant to Tozer an irrevocable licence to enter any premises owned and/or controlled by you in order to for Tozer to exercise its rights pursuant to this paragraph 15.3.

16 Arbitration

16.1 In case of any conflict or dispute, arising out of or in connection with the Contract, Parties shall try to resolve this amicably within 10 days.

16.2 Without prejudice to paragraph 19.11, any dispute referred to under

16.1 parties are not able to resolve amicably shall be referred to arbitration in accordance with any applicable local arbitration rules supplemented with (for as far as not conflicting) the rules of the International Seed Federation (ISF).

17 Confidentiality

17.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, information, pricing or documentation which are of a confidential nature and have been disclosed to you by Tozer, its employees, agents or subcontractors, and any other confidential information concerning Tozer's business or its products or its services which you may obtain and shall only use the same for the purposes of the Contract. You shall restrict disclosure of that confidential information to those of your employees, agents or subcontractors as need to know it for the purpose of discharging your obligations under the Contract, and shall ensure that those employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind you under the Contract.

18 Intellectual Property

18.1 Tozer reserves all Intellectual property rights in and to and you agree and acknowledge that Tozer has the exclusive right, title and interest in all Intellectual Property Rights on or related to the Seeds and any plant material, mutations (derived) varieties or any (biological) material obtained therefrom or included therein, including but not limited to parental lines, traits, genetics, technology and/or all its other (geno- and phenotypical) characteristics and designations. Should any new Intellectual Property Rights be created, you agree to assign and transfer such Intellectual Property Rights to Tozer, without undue delay, for Tozer to be able to file and/or claim such right.

18.2 You shall not register any Intellectual Property Right which is identical or confusingly similar to any of Tozer's designations, brands, trade names or any other Intellectual Property Right and solely use Tozer's Intellectual Property Rights for the purpose described in article 7.1.

18.3 In the event that you request that Tozer apply a Treatment or otherwise alter the Seeds in any way, you hereby warrant that the Treatment or other alterations will not infringe the Intellectual Property Rights of any third party or that you have obtained, where relevant, and hold all necessary authorisations and permissions from any third party intellectual property rights owners or other rights owner to allow and permit Tozer to treat or otherwise alter the Seeds in the manner requested by you. 18.4 You will indemnify Tozer from any and all losses and damages whether arising in contract, tort (including negligence), breach of statutory duty or otherwise for which Tozer is and/or becomes liable to any third party as a result of or in connection with any third party claim, that the Treatment or other alteration of the Seeds requested by you and carried out by Tozer on your behalf, infringes the intellectual property rights or other rights that belong to or are alleged to belong to a third party and inform Tozer immediately of any mutants, reproduction or any other potential infringement of its Intellectual Property Rights.

18.5 If you violate any provision in this article and/or article 7, you shall be immediately due a penalty payment to Tozer of USD \$5,000 for each violation, each subsequent day that the violation continues, notwithstanding Tozer's right to recover additional damages.

19 General

19.1 Tozer shall not be liable to you as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event and in the event of a Force Majeure Event it shall have a reasonable extension of time, during and after the Force Majeure Event to comply with its obligations. If a Force Majeure Event lasts for more than 30 days either party may terminate the Contract on 10 Business Days' notice.

19.2 Tozer may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. You shall not, without the prior written consent of Tozer, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract.

19.3 Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, to its registered office (if a company) or (in any other case) its principal place of business. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. This paragraph 19.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this paragraph, "writing" shall not include e-mails and notice given under the Contract shall not be validly served if sent by e-mail.

19.4 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19.5 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

19.6 If a court or any other competent authority finds that any provision of the Contract (or part of any provision or sub-provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

19.7 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19.8 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

19.9 Any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when made in writing and signed by Tozer and notified to you in accordance with paragraph 19.3.

19.11 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of the State of California, United States of America and subject to paragraph 16 the parties irrevocably submit to the exclusive jurisdiction of the courts of Santa Barbara County, San Diego, the United States of America.

19.12 The United Nations Convention on the International Sale of Goods shall not apply to the Contract and is expressly excluded.

Annex 1:
Terminology (ISF 2022):

Susceptibility (S): the inability of a plant variety to restrict growth and/or development of a pest, causing symptoms and/or damage.

Intermediate Resistance (IR): the ability of a plant variety to restrict the growth and/or development of the specified pest, and/or the symptoms and/or damage it causes, to a moderate degree. IR varieties may exhibit a greater range of symptoms or damage compared to HR varieties (see below High Resistance) under similar environmental conditions and pest pressure. However, IR plant varieties will still show less severe symptoms or damage than susceptible plant varieties when grown under similar environmental conditions and/or pest pressure.

High Resistance (HR): the ability of a plant variety to restrict the growth and/or development of the specified pest, and/or the symptoms and/or damage it causes, to a high degree. HR varieties may still exhibit minor symptoms or damage under heavy pest pressure and should not be confused with immune plants that are defined as unable to support any pest growth and development.

It is to be noted that if resistance (HR or IR) is claimed for a plant variety, this is always limited to the specified pest species, and sometimes also limited to the sub-species, forma specialis, biotype, pathotype or race of the pest. New biotypes, pathotypes, races or strains that may emerge are not covered by the original resistance claim.