

I. Scope

1. These terms and conditions apply to all our offers, deliveries, services and related legal transactions vis-à-vis companies within the meaning of § 14 BGB (German civil code), legal entities under public law and special funds under public law (hereinafter referred to as "buyer"). They also apply to the delivery of planting material by our propagators to us, with the exception of the regulations that expressly refer to a delivery by us.

2. Deviating, conflicting or supplementary terms and conditions of the contractual partner shall not apply, even if we do not expressly object to their validity in individual cases.

3. Subsidiary to the contractual agreements and these terms and conditions, the RUCIP terms and conditions apply in the version valid at the time of conclusion of the contract.

4. At the request of the contractual partner, we will send the RUCIP terms and conditions.

II. Offer, Conclusion of Contract, Representation

1. Our offers are subject to final confirmation and non-binding. In principle, our prices are to be understood as net prices.

2. Contracts, orders, assurances and other agreements shall only become binding upon our written confirmation. Intermediaries and commercial agents do not have a power of representation.

3. Our employees, with the exception of the managing directors and authorized signatories, are not authorized to make verbal promises or agreements in deviation or supplement to these terms and conditions.

III. Place of performance, delivery, delay in delivery

1. Our delivery times are valid from the agreed place of delivery. In case of doubt, delivery times specified by us are non-binding, unless they are expressly designated as binding. Delivery periods shall commence upon conclusion of the contract, but not before we have received all the necessary information/documents from the buyer for the execution.

2. Our obligation to deliver is subject to punctual delivery to us on the part of our suppliers and, insofar as a declaration of final certification is decisive for our delivery, subject to final certification.

3. If the harvest quantity of the ordered goods or variety and quality is lower than we justifiably expected when concluding the sales contract, we shall be entitled to reduce the delivery quantity in this respect, provided that we are not otherwise responsible for the non-delivery. The buyer's payment obligation is reduced accordingly to the quantity delivered. In view of the shortfall, we shall be released from our delivery obligation and shall not be obliged to deliver replacement products or to pay damages. This provision shall apply accordingly in the event that less or no goods of the type and quality ordered can be delivered due to damage during storage through no fault of our own or due to a marketing ban for which we are not responsible or a comparable official order.

4. If a temporary impediment to performance occurs due to force majeure, strike, lockout, frost or other weather conditions or other events for which we are not responsible, the delivery time shall be extended accordingly. If, for the aforementioned reasons, delivery is not only temporarily impossible for us, our obligation to deliver shall lapse without compensation. In the event of partial impossibility, section III paragraph 3 shall apply accordingly.

5. We are entitled to make partial deliveries to a reasonable extent, which may be invoiced separately.

IV. Payment, default of payment, set-off

1. Payments are due within 30 days of receipt of our invoice or credit note. Credits for deliveries of the seed potato multiplier will be issued by us after receipt of the respective delivery note or loading documents.

2. We are only obliged to accept bills of exchange if agreed in writing. In the event of non-cashing of cheques or bills of exchange, all our claims against the buyer shall become immediately due and payable.

3. If partial payment has been agreed, the entire claim shall become due if the buyer is in default of payment with one full agreed instalment.

4. If, after conclusion of the contract, we become aware of circumstances which jeopardize our claim for payment or if the buyer is in default of payment, we shall be entitled to change the terms of payment for partial deliveries and/or future deliveries that are still to be made and to demand advance payments or the provision of securities. Our statutory rights due to default remain unaffected.

5. The offsetting by the buyer with a disputed or not legally established claim is excluded. The buyer can only exercise a right of retention if it is based on the same contractual relationship or an undisputed or legally established claim against us.

V. Retention of title

1. The sale is subject to retention of title.

2. If the retained goods are combined with a property, the buyer hereby assigns to us the fruits drawn from the retained goods in the amount of the invoice value, subject to the condition precedent of the time of separation from the property. We hereby accept this transfer of ownership. The goods will be kept in safe custody for us and must be returned to us at any time upon request. Resale is permitted in accordance with section V paragraph 1. If the (co-) acquisition of ownership is legally excluded, the buyer assigns to us any existing claim for compensation in the corresponding amount. We hereby accept this assignment.

3. The purchaser must notify his customers in writing of the assignment of claims within the scope of the retention of title at our request.

4. The buyer shall be liable for all reasonable costs of legal defence against third parties who access the goods subject to retention of title or the claims assigned to us.

5. At the request of the buyer, we shall release securities at our discretion insofar as these exceed our claims by 20% in value.

VI. Warranty and Liability

1. The deadlines for giving notice of defects set out in RUCIP in the version valid at the time of conclusion of the contract shall apply.

2. The designation of the product as certified planting material does not constitute a determination guarantee. We are not liable for public statements made by third parties about the quality of the goods.

3. In the event of defective delivery, we shall also be entitled, at our discretion, to deliver a replacement for the defective lot instead of a reduced value remuneration chosen by the buyer.

4. We are entitled to make replacement deliveries dependent on a reasonable partial payment, taking into account the defect.

5. Insofar as it is not a matter of the breach of essential contractual obligations, our contractual and non-contractual liability for financial and property damage due to non-performance and poor performance due to simple negligence is excluded. This also applies to the conduct of our legal representatives and vicarious agents. The above limitation of our liability does not apply in the event of the explicit declaration of a quality guarantee or the fraudulent concealment of a defect.

6. Our contractual and non-contractual liability due to or in connection with defects in the goods is limited to the net purchase price of the goods concerned in accordance with RUCIP.

7. Except in cases of intent, the warranty period is one year from delivery of the goods.

VIII. Plant variety protection, export, contractual penalty

1. All seed potatoes sold by us are subject to plant variety protection in accordance with the German Plant Variety Protection Act, Regulation (EC) No. 2100/94 and/or the legal system applicable in the respective country.

2. In accordance with the respective contract, the buyer only acquires the right to cultivate and/or distribute the planting material in the contractually agreed country. Export to other countries outside the EU is only permitted with our written consent. Export to countries that are not members of UPOV is prohibited. Resale within the EU requires prior consultation with us and may only be made to countries where we have not appointed an exclusive representative. We reserve the right to require the payment of license fees for propagation of planting material abroad.

3. For each decitonne (dt) planting material traded in violation of section VIII paragraph 2, the buyer shall pay us a contractual penalty at least in the amount of the license fee for certified planting material plus the costs incurred by us as a result of the violation. We reserve the right to assert further damages, taking into account the contractual penalty paid. We determine the amount of the license annually.

IX. Documentation, audit rights

1. The purchaser/license partner firm shall keep a record of the resales carried out by him or of the exploitation of the seed potatoes acquired and of the seed potatoes produced from them or from subsequent generations, in order of marketing years, indicating the variety, the quantity sold or used, the grade/class of propagation, the size and the name and address of the respective purchaser/propagator and shall transmit the relevant documents (including a copy, but at least an excerpt of the respective contracts with the customers/propagators containing the aforementioned information as well as the other provisions of this Section IX.) immediately, at the latest on June 30th of the respective year, to the third party commissioned by us with the collection of information.

2. The representative is entitled to inspect the accounts and records of the buyer/license partner with regard to compliance with the aforementioned obligations and to check these as well as the whereabouts of the acquired planting material and the planting material produced from it or from subsequent generations. The representative shall ensure that any information and documents received are treated confidentially and, in particular, only disclosed to the breeder if and to the extent necessary in the context of the discovery or prosecution of a violation of the law or contract.

3. If there are justified doubts about the completeness of the information and documents provided by the buyer/the license partner, the representative may also inspect and test the areas cultivated with the planting material purchased from us as well as the corresponding warehouses in which the acquired planting material and / or the harvest obtained from it (including harvests of subsequent generations of the acquired planting material) are stored. The buyer/license partner must inform our representative of the relevant cultivation areas and warehouses and grant the representative direct access to his/her business, insofar as this is necessary for verification.

4. The buyer/the license partner will impose the duties resulting of clauses VIII and IX to their customers/propagators and bind these in the same way vis-à-vis their customers.

X. Applicable law, place of jurisdiction

1. The contractual relationship shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

2. With regard to the arbitration agreement of the RUCIP Terms and Conditions, we have the right to choose to appeal to the ordinary courts as well. The place of jurisdiction for merchants and legal entities under public law is Rostock. We are also entitled, at our discretion, to sue at the place of jurisdiction of the buyer.

3. In case of doubt, the German version of these Terms and Conditions will be legally binding.