

THE STANDARD TERMS OF SALE AND DELIVERY OF SELECTA TRADING S.R.L.

I. Area of application of the Standard Terms of Sale and Delivery

- (1) These General Conditions of Sale and Delivery apply, exclusively, to all sales and supplies of plants (hereinafter "Goods") made by the company Selecta Trading s.r.l.(hereinafter the "Seller"), towards all Buyers who are not consumers within the meaning of the Consumer Code (hereinafter the "Buyer").
- (2) The Seller does not accept any conditions of sale prepared by the Buyer that contradict and/or diverge from these clauses. This exception also applies in cases where the Seller, being aware of the Buyer's commercial terms and conditions, in contrast to those applied by the Seller, delivers Goods to the Buyer, without expressing reservations and without reiterating its refusal of the same.

II. Offers, prices, orders, terms of payment and scope of services

- (1) Seller's offers are subject to changes.
- (2) All prices listed in the Seller's offers are quoted net ex works, including loading and packaging and excluding VAT.
- (3) Buyer's orders are binding if the Seller doesn't receive within 10 days by fax or e-mail a request for modification and/or cancellation of the order confirmation sent to the Buyer. In any case, the Seller has the right to suspend and/or cancel the order if accounting audits reveal insolvency or arrears of the Buyer.
- (4) In the event the Seller delivers the goods directly to the Buyer or to a destination specified by the Buyer, the Buyer shall bear all costs associated with the shipment, in particular all transport, insurance and customs costs. These costs are calculated as a separate item in the invoice. This provision also applies to deliveries made from places other than the Seller's production sites
- (5) The payment of the price must be duly settled by crediting the bank account indicated by the Seller. To the extent permitted by law, cash payments to members of the Seller's Staff are accepted only if a representative of the Seller, authorized for this purpose, has previously confirmed in writing that the member of the Seller's Staff is authorized to accept such payment in cash. Payments by cheque or bill of exchange are accepted as conditional payment. The Buyer shall bear all costs and taxes related to cheques and bills of exchange and their collection.
- (6) In accordance with the provision of legislative Decree no. 198/2021, in case of periodic deliveries, the amount due as consideration must be paid by the Buyer, in a single payment, by bank transfer to the Seller's account on the date indicated on the invoice and, in any case, within 60 (sixty) days from the end of the agreed delivery period in which the deliveries were made, or, no later than 60 days from the date on which the amount to be paid for the delivery period in question is established, whichever is later. In case of non-periodic deliveries, payment must be made on the date indicated on the invoice and, in any case, within 60 (sixty) days of the delivery.
- (7) In the event of non-payment or delayed payment of the amount due within the terms indicated above, the Seller is automatically entitled to charge interest pursuant to Legislative Decree no. 231/2002, increased by a further four percentage points in accordance with Legislative Decree 198/2021, starting from the day following the expiry of the term.
- (8) The Buyer will also be charged for the legal costs for any enforced recovery of the amount due to the Seller as consideration for the sale of the products.
- (9) If, after the conclusion of the contract, the Seller becomes aware of circumstances revealing a potential inability of the Buyer to pay the price, the Seller has the right to suspend the supply of the goods, pursuant to art. 1461 c.c until the Buyer has paid the price or provided a suitable guarantee. The Seller may set a deadline for payment or for the provision of the guarantee. Failure to comply within the established deadline, the Seller has the right to terminate the contract, without prejudice to any other right.
- (10) Any consultancy service provided by the Seller to the Buyer, including special advice relating to the precise treatment and processing of the Goods, the storage and cultivation or the use of growth regulators, fertilizers and pesticides, are not subject of the sales contract. Insofar as the Seller provides information concerning the management of the Goods, in particular concerning storage, cultivation, treatment and processing, such information shall be considered non-binding and shall not exempt the Buyer from the obligation to independently carry out the storage, cultivation, treatment and processing of the Goods.
- (11) The Buyer can find information on storage, cultivation, treatment and processing of the delivered Goods on the Seller's website www.selecta-one.com or request it directly from the Seller.

III. Delivery and delivery date

- (1) The Seller is entitled to make partial deliveries, within the limits of reasonableness.
- (2) If the agreed Goods (the agreed varieties) are not available, the Seller is entitled to supply similar Goods in accordance with clause III.6.
- (3) From the time of delivery to the carrier or freight forwarder, any risk of loss and deterioration of the Goods shall be borne by the Buyer. This also applies if the Seller bears the transport costs.
- (4) The delivery time indicated in the Seller's offers are subject to change, as the biological nature of the Goods does not allow total control. The Seller is therefore entitled to make deliveries from 2 (two) weeks before the delivery date indicated in the offer, up to 4 (four) weeks after that date, without incurring any delay.
- (5) If the order confirmation does not indicate the date of delivery of the goods, the Seller must communicate the Buyer the delivery week within the last working day of the week preceding the week of scheduled delivery.
- (6) If the Goods cannot be delivered within the time limits provided for in clause III.4, due to non-delivery by its suppliers, in the absence of fault on the part of the Seller and despite the contractual obligation assumed by the suppliers, the Seller is entitled to withdraw from the sales contract if it is not possible to make a replacement delivery or if the replacement delivery is not accepted by the Buyer (see clause III.2). In this case, the Seller will immediately inform the Buyer that the Goods ordered are no longer available and must immediately refund the sums already paid by the Buyer.
- (7) In the event that, due to force majeure it is temporarily impossible or unreasonable for the Seller, suppliers or subcontractors to fulfill the contractual obligations, the Seller is released from the obligations arising from them for the entire period in which the impediment exists. The Seller must immediately communicate the impediment and its foreseeable duration to the Buyer and if it lasts for more than 3 (three) months, each contracting party has the right to terminate the contract. Force majeure means any event or circumstance unforeseeable for the Seller at the time of conclusion of the contract, the consequences of which, for the fulfillment of contractual obligations, could not be avoided by a reasonable effort of the Seller.
- (8) The delivery is subject to the timely, correct and appropriate delivery of the Goods. To the extent that the Seller is not responsible for non-supply, it is released from its obligation. The Seller will promptly inform the Buyer of the unavailability of the Goods and is required to return already performed compensations.
- (9) In such cases (force majeure and absence of intent or fault of the Seller), any compensation and/or rewards that the Buyer intends to claim may not exceed the amount of the delivery goods.

IV. Warranty limitations

- (1) The Buyer declares to indemnify and hold the Seller harmless from any claim, action or claim for damages arising from the deterioration or loss of the Goods if these facts are not attributable to the Seller and occurred at the Buyer's premises after delivery of the Goods, even in the event of a refusal to receive them by the latter.
- (2) The Seller does not guarantee for specific characteristics of the Goods; in particular, the Seller does not guarantee that the varieties delivered correspond to the varieties indicated in the order confirmation.
- (3) Any proven faults or defects shall entitle the Buyer to a replacement of the Goods or, if these are not available, to a refund of any sums already paid for the claimed product.
- (4) Any technical assistance that the Seller provides to the Buyer is to be considered absolutely optional and does not give rise to any obligation or liability of the Seller or the recognition of defects or defects in the goods being sold.
- (5) In the event of judicially proven faults and/or defects, the warranty referred to in Art. 1490 of the Civil Code, of the Seller and / or any request for compensation for consequential damages cannot exceed the value of the invoice issued by the Seller for the products subject to complaint.
- (6) In any case, any claim does not entitle the Buyer to suspend any ongoing payment, which will always be due within the terms.
- (7) Any liability of the Seller for any defects and quality defects of the Goods, within the limits indicated in the previous paragraphs, is excluded if the Buyer has failed to report the defects in writing within eight days of the receipt of the Goods or their discovery.
- (8) Against claims of the Seller based on the sales contract, the Buyer is only entitled to set off a claim or assert a right of retention if the claims of the latter are judicially established, not contested or accepted by the Seller.
- (9) The Seller is not liable for damages that the Buyer could have avoided, in application of the usual hygiene standards and the required diligence (culpably omitted) with regard to the storage, cultivation, growing, treatment and processing of the delivered Goods. This applies, in particular, to the event of damage caused by infection or infestation of healthy Goods or other plants caused by the delivered Goods, already infected or infested with parasites at the time of transfer of risk to the Buyer.

V. Retention of title and return of mutants/sports

- (1) The Buyer acquires ownership of the Goods at the time of full payment and, in case of payment by cheque or bill of exchange, subject to successful completion of the securities.
- (2) Until the time of transfer of the ownership, the Buyer is obliged to use the Goods with the diligence of a good family man and is obliged to inform the Seller immediately of any seizure of the Goods by third parties.
- (3) If, due to a process of combination, mixing, processing or restructuring of the goods subject to retention of title, the Buyer acquires ownership of the goods subject to retention of title, the parties hereby agree that, at the time of transfer of ownership, the Buyer shall transfer to the Seller a co-ownership of the Goods subject to retention of title for the portion of the value corresponding to the amounts charged by the Seller to the Buyer (including VAT, if applicable) for delivered Goods. The Seller hereby accepts the Buyer's offer. The transferred (new) reserved ownership replaces the previous Goods subject to retention of title and the Buyer shall retain the reserved property free of charge on behalf of the Seller. The transfer of reserved ownership is subject to the condition of complete fulfillment of all obligations arising from the commercial relationship between the Seller and the Buyer.
- (4) The Buyer is entitled to process and sell the Goods subject to retention of title as part of ordinary business relations, provided that the Buyer is not in default with the payment of his obligations to the Seller.
- (5) With the sale of the Goods under retention of title or reserved title, the Buyer transfers to the Seller all claims arising from the resale against its buyers or third parties in the amount of the invoice (including VAT, if applicable) that the seller has charged the customer for the Goods delivered under retention of title.

- (6) The Buyer remains entitled to collect the transferred claim, without prejudice to the Seller's right to collect the claims. The Seller will not be able to collect the receivables as long as the Buyer complies with his payment obligations, is not late in payments, no request for the opening of insolvency proceedings has been submitted or payments are suspended. In this case, the Seller has the right to request that the Buyer claims to the Seller as security and provide all the information necessary for their collection.
- (7) On Buyer's request, the Seller shall release the claims assigned as security if the realized value of the receivables exceeds the sum of the claims secured by the Seller by more than 10%.

VI. Industrial property rights

- (1) The Buyer must pay royalties to the Seller, for the use of intellectual and industrial property rights (trademarks, plant variety rights, copyrights, image rights and other) of which the Seller is the owner or licensee. On invoices, royalties will be specified as a separate item.
- (2) Provisions on plant variety rights
 - a) The Buyer may use the Goods protected by plant variety rights exclusively to cultivate it until it reaches the status of "finished product in bloom" (in pot or cut), and to further process or market the "finished product in bloom". The Buyer must not transfer the Goods or otherwise make them available to third parties in any other way, nor use or prepare the Goods for reproduction, or import or export them. In case of any violation of these restrictions, the Buyer must pay a penalty of € 0,50 for each plant obtained with the reproduction or transferred or otherwise made available to third parties, without prejudice to the Seller's right to compensation for any greater damage.
 - b) The Buyer has the right to indicate the name of the plant varieties in full, both on his invoices and on the remaining commercial documentation.
 - c) The Buyer acknowledges that any mutants/sports found in the Goods are to be considered plant varieties essentially derived from the Goods pursuant to art. 107 of the Industrial Property Code, and that the relative rights belong to the Seller as owner of the initial variety without whose authorization the Buyer must not perform any act, pursuant to art. 107, paragraphs 1 and 2, of the Industrial Property Code, concerning any mutants/sports.
 - d) If mutants/sports are found in the Goods, the Buyer shall inform the Seller immediately and allow it to inspect the mutants/sports during regular business hours, as well as possibly to extract samples.
 - e) The Buyer of Goods protected by plant variety rights is obliged to allow access to his company, without prior notice and at any time during regular business hours, to the persons appointed by the Seller to verify compliance with the provisions concerning plant variety rights in the Buyer's company. For this purpose, the Buyer is, in particular, obliged to allow inspection of the production and development departments, and to provide the information necessary for an effective verification. At the request of the Buyer, the persons appointed by the Seller have to prove their legitimacy by showing a written assignment.
- (3) Trademark Provision
 - a) To each plant variety, the Seller has assigned a label indicating the trademark of the variety. With the payment of the price of the Goods, and the royalties specified on the invoice, the Buyer acquires the right and at the same time undertakes to use the relative trademark, together with the indication of the plant variety, in the marketing of its products obtained through the cultivation of the Goods.
 - b) The trademark shall be used in such a way as to be recognisable as such, excluding any confusion with the name of the plant variety. To that purpose, the symbol ® "TM" must be added to the trademark, without directly associating it with the name of the plant variety. The Buyer is required to use any labels provided by the Seller to ensure a unique image of the plant variety and the trademark. The trademark must not be used on different labels without the written approval of the Seller.

VII. Applicable law, place of jurisdiction

- (1) This contract is subject to Italian law, with the exclusion of the rules of private international law and the laws of any foreign state.
- (2) Any dispute relating to the validity and execution of the sales contract is subject to the exclusive and mandatory jurisdiction of the Italian Judge. The Court of Latina has exclusive jurisdiction, with the express exclusion of any further concurrent or optional Court.
- (3) The place of jurisdiction for all disputes arising from this contract is Latina. However, with regard to Buyers with registered office or domiciled outside Italy, the Seller may at its discretion also assert its rights before the courts of Stuttgart (Germany).
- (4) The Italian version of these Terms of Sale and Delivery shall prevail even if they are translated into another language.

VIII. Amendments – Law Enforcement

- (1) Any changes to the contract must be made by certified email, registered letter with return receipt or e-mail, under penalty of nullity.
- (2) In case of invalidity or nullity (initial or supervening) of individual provisions of these Terms of Sale and Delivery, all other provisions of these Terms and Conditions of Sale and Delivery shall nevertheless remain valid and the Seller and the Buyer undertake to replace the invalid provision with another valid provision, which ensures as far as possible the same economic result as the invalid provision.
For anything not expressly provided for in this contract, the provisions of the Civil Code and Legislative Decree no. 198 of 8th November 2021 will apply.

IX. Safeguard and processing of personal data

- (1) The Buyer and the Seller, for the purposes of the legislation on the confidentiality of personal data, give their consent to the processing of their data, solely for the purpose of managing contracts for the sale of Goods, in compliance with the provisions of Legislative Decree no. 196/2003 and now regulated by the new EU Regulation no. 2016/679 also known as GDPR, implemented by Legislative Decree no. 101/2018. Always for this purpose, the Buyer gives his consent to the processing of his data also in favour of third parties possibly in charge of controls relating to new plant varieties and to have been informed in accordance with the law.

X. Communication

- (1) Communications between the parties have to be transmitted:
 - a) by any means provided that the other party has acknowledged receipt of the communication in writing (or by e-mail); or
 - b) with transmission methods that provide proof of delivery of the communication to the addressee. The latter methods include certified e-mail (PEC) to the recipient's PEC address registered in the commercial register or National Register of PEC Addresses (www.inipe.gov.it).
- (2) Communications can also be sent, on behalf of the party, from the PEC address belonging to a third party, however, by sending communications from the PEC address of a third party, the party automatically also agrees to receive communications to the same PEC address. In cases where the communications are not contained in the body of a PEC but in an attachment to the PEC, the attachment does not require a digital signature or other authentication of its origin.

Place and Date _____

The Seller

The Buyer

- (3) Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Parties expressly approve in writing the content of the following contractual clauses:
II. Offers, prices, orders, payment terms and scope of services; III. Delivery and delivery times; IV. Warranty limitations and defects; V. Retention of title and return of mutants/sports; VII. Applicable Law and Jurisdiction.

The Seller

The Buyer