

## **General Terms and Conditions for Sale**

Une traduction française des Termes et Conditions de Vente peut être fournie soit sur demande auprès de l'entreprise soit par téléchargement sur le site Internet [www.dlf.com](http://www.dlf.com).

Eine deutsche Fassung der allgemeinen Verkaufsbedingungen sind auf Anfrage beim Unternehmen oder durch Herunterladen von der Website [www.dlf.com](http://www.dlf.com) erhältlich.

### **1. PREAMBLE**

1.1 These General Terms and Conditions for Sale (hereinafter referred to as the "Terms") shall apply to all sales from DLF-TRIFOLIUM A/S or Innoseeds B.V. (hereinafter referred to as "DLF") notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from the buyer, unless otherwise agreed in writing by DLF. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by DLF unless and until DLF expressly confirms DLF's acceptance in writing thereof. When used in the Terms "writing" or "in writing" refers to a document signed by both Parties or to a letter, facsimile or e-mail.

1.2 Once a buyer has accepted the Terms, the buyer shall also be deemed to have accepted that the buyer's future purchases from DLF shall be subject to DLF's Terms in force at the time in question.

### **2. CONCLUSION OF A CONTRACT**

2.1 DLF reserves the right to maintain that a final and binding sales contract has not been entered into until DLF has forwarded to the buyer an order confirmation in writing.

2.2 Unless DLF expressly in writing has accepted any other conditions, cf. clause 1.1, any sales contract is entered into on the terms and conditions appearing from DLF's order confirmation and the Terms, see here clause 3.3.

### **3. INCORPORATION OF THE ISF RULES AND RANK**

3.1 To the extent that the individual sales contract and the Terms do not provide otherwise, the "Rules and Usages for the Trade in Seeds for Sowing Purposes", effective on the day of sale shall apply (hereinafter referred to as the "ISF Rules").

3.2 The ISF Rules consist of a section of General Rules and sections of Specific Rules. Regarding the Specific Rules, Part B (Herbage and Oil & Fibre Seeds) shall apply.

The ISF rules are available at [www.worldseed.org](http://www.worldseed.org) under "Rules" and from DLF at the buyer's request.

3.3 In the event of any dispute, ambiguity in interpretation or claim between DLF and the buyer the individual sales contract and its specific terms shall have first rank. To the extent that the individual contract and its specific terms are silent the Terms have second rank. To the extent that the Terms are silent the ISF Rules have third rank. If the ISF Rules are silent, the ordinary rules of the governing law shall prevail.

### **4. SHIPPING TERMS, DELIVERY AND RETENTION OF TITLE**

4.1 Where a trade term has been agreed, it shall be interpreted in accordance with INCOTERMS (ICC) valid at the time when the sales contract has been entered into. The ISF Rules, Section X. Shipping Terms, Article 31 shall not apply. If no trade term is specifically agreed, the delivery shall be Ex Works.

4.2 If DLF finds that DLF will not be able to deliver the goods at the agreed time, DLF shall without undue delay notify the buyer thereof in writing, and if possible the time when delivery can be expected. The time for delivery shall thus be extended by the period notified by DLF, provided that this is reasonable taking into account all circumstances in the case. Otherwise, subject to clause 8 the ISF Rules shall apply. Successive delivery is allowed.

4.3 If the goods have been furnished on credit, the buyer shall not be authorised to dispose of it as long as the buyer has not paid for it.

The goods shall remain the property of DLF until paid for in full, including interest and other costs, to the extent that such retention of title is valid under applicable law.

On condition that DLF can identify the lot of the goods, DLF shall have the right to take it back as soon as the date of payment has passed, cf. the ISF Rules, Section XIX. Payment, Article 58.

### **5. CERTIFICATES**

5.1 Any official seed testing report shall be final in accordance with the ISF Rules, Section XX, Quality Control, Article 71. Certificates such as an Orange Certificate issued by an accredited ISTA laboratory, national certificates as e.g. ENSE, AOSA and GNIS or certificates from an authorised DLF laboratory or an authorised Innoseeds B.V. laboratory shall be deemed to be official seed testing reports.

### **6. MULTIPLICATION**

6.1 Multiplication of the seed is not permitted.

### **7. ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE GOODS**

7.1 DLF shall not be liable for loss or damage caused by the goods to any property or for damage to or loss concerning property which the goods are made part of, mixed with or incorporated into or any other loss or damage to any property, where the damage is caused by the goods because of properties in the goods.

### **8. LIMITATION OF LIABILITY**

8.1 DLF shall not be liable for any indirect, special, incidental or consequential loss or damage or punitive damages of any nature, including, but not limited to, business interruption costs, loss of production/growth, loss of contracts, loss of profit, injury to reputation or loss of customers, or for any other consequential or indirect loss whatsoever.

These limitations of liability apply for all liabilities, including but not limited to, liability for delay, defects and product liability.

8.2 Regardless of the ISF Rules, The Specific Rules, part B, Article 18, the total aggregate liability of DLF shall not exceed the invoiced sales price for the goods giving rise to such claim – but in no circumstance more than a total aggregate liability of DLF of EUR 75,000 per lot - irrespective of the nature of the claim(s), whether in contract, tort, warranty or otherwise.

8.3 The buyer shall indemnify and hold DLF harmless to the extent that DLF incurs liability towards any third party in respect of loss or damage for which DLF is not liable towards the buyer.

### **9. FORCE MAJEURE (GROUNDS FOR RELIEF)**

9.1 Force Majeure is regulated by the ISF Rules, Section XXIV. Force Majeure. The force majeure clause of the International Chamber of Commerce (ICC), available from DLF at the buyer's request, is hereby incorporated in the contract. However, DLF shall in any circumstances be excused from any delay or failure in performance and by labour disturbance, strikes and lock-outs and crop failure.

9.2 Any sales contract entered into pre-harvest is subject to a safe crop.

9.3 DLF shall have the right to substitute any ordered goods with similar goods when due to crop failure, or the inability within reasonable limits for DLF to acquire the goods sold in the necessary amounts and/or quality.

### **10. FORUM AND GOVERNING LAW**

10.1 All disputes shall be governed by and construed in accordance with the substantive laws of Denmark.

10.2 Subject to clause 10.3, disputes arising out of or in connection with the contract shall be settled in Copenhagen, Denmark, by arbitration in accordance with the ISF Rules, Section XXV. Arbitration (the ISF "Procedure Rules for Dispute Settlement for the Trade in Goods for Sowing Purposes and for the Management of Intellectual Property", cf. Chapter B (*Arbitration Procedure Rules*), as amended from time to time).

The rules are available at: [www.worldseed.org](http://www.worldseed.org), under "Rules" and from DLF at the buyer's request. Application for arbitration shall be made within 30 days, cf. in more detail the ISF Rules, Section XXV Arbitration, Article 91.

10.3 If the circumstances indicate that the buyer does not intend to pay or is unable to pay, DLF shall have the right to seek recovery of the outstanding debt, either by proceedings brought in a competent court of law, without having recourse to arbitration; or by an expedited arbitration procedure as provided in Article 21 of the ISF Arbitration Procedure Rules, cf. the ISF Rules, Section XIX, Article 59.