

SALES TERMS AND CONDITIONS

1. Introduction

These Sales Terms and Conditions govern the sale and delivery of products between the Nuseed® and the Buyer. By placing an order, the Buyer agrees to be bound by a signed and dated **Nuseed® SALES AGREEMENT**. For reference, this includes the following conditions:

2. Pricing Updates

2.1. Updates to Product Pricing

In the event that external production costs, such as harvesting, packaging, labeling, transportation, or other factors, cause an increase in the price of the Products, or if there are changes due to legal provisions or decisions of a competent governmental authority, Nuseed® reserves the right to adjust the price of a Seed Unit of the Products. The updated price shall take effect from the date of notice provided by Nuseed®. Both parties will sign an additional deed to reflect the updated price.

3. Claims

3.1. Inspection and Notification

Upon receiving the Products, the Buyer is required to inspect them immediately. If any damage, shortfall, or non-conformity is discovered, the Buyer must notify Nuseed® without delay. The Buyer must also invite representatives of Nuseed® and carrier for further inspection if necessary. Failure to notify Nuseed® immediately will be deemed as the Buyer's acceptance of the Products as conforming to the terms of the Agreement.

3.2. Timeframe for Claims

Any claim for shortfall or damage must be submitted within ten (10) days of receiving the Products. Claims related to defects or bad quality, including latent defects, must be submitted within fifteen (15) days of discovering the defect, but no later than thirty (30) days from the date of receipt of the Products.

3.3. Written Claims Requirement

All claims must be submitted in writing and received by Nuseed® within the specified timeframes. Any claims not made in writing within these periods will be considered waived. Treated or processed Products will not be accepted for return unless proof of a latent defect is provided within fifteen (15) days after the defect becomes apparent, and no later than thirty (30) days from receipt of the Products.

3.4. Claim Documentation and Buyer Obligations

Claims must be described in detail, allowing for verification by Nuseed® or a third party. The Buyer must maintain records of the use of the Products and, in cases of resale, records of buyers. The Buyer must impose similar record-keeping requirements on its buyers, where applicable. Filing a claim does not relieve the Buyer of their obligation to pay any outstanding amounts due to Nuseed®.

3.5. Delayed Delivery Compensation

In cases of delays in delivery caused by Nuseed®, which are not the fault of the Buyer, liquidated damages in the amount of 0.06% of the value of the delayed Products per day of delay will be applied, up to a maximum of 2% of the total Agreement price for the affected Products. This amount represents a genuine pre-estimate of the Buyer's loss. No further remedies will be available for breach of delivery terms.

For hybrid Products, Nuseed® will use best efforts to provide the contracted hybrid type and volume. However, due to circumstances beyond Nuseed's control (e.g., production failure, quality issues, or force majeure), Nuseed® may not always be able to provide the agreed hybrid volumes. Nuseed® will notify the Buyer of any changes as early as possible and attempt to provide substitute products where feasible. No penalties will apply in these cases.

3.6. Late Payment Penalties

In cases of delayed payment by the Buyer, which are not the fault of Nuseed®, the Buyer will be liable for liquidated damages in the amount of 0.06% of the value of the Products per day of delay. This amount represents a genuine pre-estimate of Nuseed's loss.

4. Jurisdiction

4.1. Governing Law

This Agreement, including any disputes or claims arising out of or related to its subject matter or formation (including non-contractual disputes or claims), shall be governed by the laws of country of supply.

4.2. Exclusive Jurisdiction

Each party agrees that the courts of country of supply shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).