



# General Terms and Conditions of Sale (2015)

## Article 1 - Definitions

- Buyer shall mean the natural person or legal entity entering into a contract of sale with Enza Zaden for the purchase of Products.
- Enza Zaden shall mean Enza Zaden UK having its registered office at Midway Nurseries, Three Cocks Lane, Offenham, Evesham, Worcestershire, WR11 8RY, UK.
- Enza Zaden and Buyer hereinafter together referred to as the Parties and individually as Party.
- Incoterms shall mean the Incoterms published by the International Chamber of Commerce in Paris (ICC) currently in use.
- Intellectual Property Rights shall mean all current and future intellectual property rights, including but not limited to plant breeder's rights, utility patent rights, patent rights, design rights, copyrights, trade secrets, trademarks and service marks and/or any other rights, throughout the world.
- Naktuinbouw shall mean the Netherlands Inspection Service for Horticulture having its registered office at Sotaweg 22, Postbus 40, 2370 AA Roelofarendsveen, The Netherlands.
- Order Confirmation shall mean the written confirmation of acceptance by Enza Zaden of the Purchase Order, by means of letter, email or packing note.
- Offer shall mean particular terms applicable to a specific sale proposed by Enza Zaden to a Buyer.
- Plant Material shall mean all plants and crops, produced or cultivated out of the Products, and destined for consumption.
- Products shall mean seeds and planting material delivered by Enza Zaden to the Buyer.
- Processing shall mean the treatment of the Product including but not limited to the treatment for the improvement of the sowability, germination, plant quality and the prevention of pests and/or diseases.
- Price List shall mean an overview of the selling prices of Products that Enza Zaden publishes and distributes from time to time.
- Purchase Order shall mean an instruction for the purchase of Products placed by Buyer.
- Resistance Terminology shall mean the information and terminology provided in the Schedule.
- Schedule shall mean the annex to the Agreement and to these General Terms and Conditions of Sale.
- Product Specifications shall mean the information published on the Enza Zaden websites and pages.

## Article 2 - Applicability of These General Terms and Conditions

- These General Terms and Conditions of Sale, including the Schedule, shall apply to and be part of all Order Confirmations and Offers from Enza Zaden to the Buyer relating to Products and are together hereinafter referred to as the "Agreement", unless expressly provided otherwise in the Agreement.
- The applicability of the Buyer's general (purchase) terms and conditions is herewith explicitly excluded.
- Enza Zaden reserves, under its sole discretion, the right to change these Terms and Conditions of Sale from time to time. A new version of The Terms and Conditions of Sale will be applicable and govern the purchase(s) from the time on which Enza Zaden informed the Buyer of the new version, provided that purchases that are already concluded, will be in accordance with the earlier existing version of The Terms and Conditions of Sale.
- If any provision or part-provision of these General Terms and Conditions of Sale is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the General Terms and Conditions of Sale.
- If one Party gives notice to the other of the possibility that any provision or part-provision of these General Terms and Conditions of Sale is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. A person who is not a party to the Contract shall not have any rights to enforce its terms.

## Article 3 - Purchase Order and Order Confirmation

- Enza Zaden agrees to sell Products to the Buyer at the rates set forth in Enza Zaden's Price List or as determined in an Offer.
- Any Offer made by Enza Zaden is non-binding and will lapse in any case after five working days, or any other specified time stated by Enza Zaden at the date of the Offer.
- An Agreement shall enter into force between Enza Zaden and the Buyer upon Order Confirmation or upon acceptance of an Offer. No rights or obligations shall therefore arise between the Parties until the Order Confirmation has been sent or an Offer has been accepted.
- All Purchase Orders are subject to the usual harvest and processing reservations. In the event of aforementioned reservations, Enza Zaden is not obligated to deliver but will endeavour to deliver pro-rata quantities and/or comparable alternatives, and the Buyer shall not be entitled to any compensation of damages or costs.
- Enza Zaden shall use its reasonable endeavours to perform according to the Purchase Order. Nevertheless, Enza Zaden shall at least be entitled to deviate from the Purchase Order placed by the Buyer with respect to size, packaging, quantity or weight.
- When placing a Purchase Order, the Buyer shall report which information, specifications and documents are required under the rules and regulations of the country of delivery. The Buyer shall be responsible to inform Enza Zaden of any formalities that must be complied with to enable import. The Buyer shall also provide Enza Zaden with information on any required certificates, phytosanitary matters, import documents or invoices.

- Enza Zaden is not liable for delays or non-handling of a Purchase Order resulting from or in connection with the Buyer's failure to comply with any of its obligations under Article 3. The Buyer shall be liable for any loss or damage incurred by Enza Zaden resulting from or in connection with such failure.

## Article 4 - Prices

- All prices stated by Enza Zaden in its Price List and/or in an Offer are exclusive of additional charges and costs, including but not limited to handling fees, transport and insurance costs, (quality) certificate costs, value added tax and charges for which Enza Zaden reserves its rights to invoice Buyer when applicable.
- All stated prices in the Price List are subject to adjustment by Enza Zaden. Enza Zaden reserves the right to unilaterally change the prices. Any new prices will be communicated to the Buyer by Enza Zaden and substitute earlier listed and/or offered pricing.
- For distinctive vegetable seed varieties, sold and purchased under specific conditions, an additional price - per square meter or any other quantitative unit - can be charged and included in the Agreement. This additional price will be valid for one single commercial production or cultivation of Plant Material, unless otherwise agreed upon between Parties.

## Article 5 - Cancellation

If a Purchase Order is cancelled by the Buyer after an Agreement has been concluded, The Buyer is liable to pay a minimum of 10% of the price that Enza Zaden would have charged upon delivery, without limiting Enza Zaden's right to demand compensation of its damage and costs in full.

## Article 6 - Shipping

- Enza Zaden shall endeavour to ship the purchased Products to the Buyer in accordance with the shipping date mentioned in the Order Confirmation or acceptance of the Offer.
- The shipping date agreed by the Parties is an indication only and should not be regarded as guaranteed. In the event of delay or failure to ship, the Buyer shall inform Enza Zaden in writing and shall - as its sole and exclusive remedy - allow Enza Zaden a further reasonable period of time to ship the Products. Time is not of the essence of the Agreement. In no event shall Enza Zaden be liable for damage, penalty, loss, injury or expense, due to delay or failure in shipping and/or delivery nor shall Buyer be entitled to terminate the Agreement.
- Shipping outside of the UK by Enza Zaden takes place "Carriage Paid To" (CPT, Incoterms) the agreed destination. The Buyer hereby authorizes Enza Zaden to select the carrier and to charge the cost of transport to Buyer.
- When delivering in Parts Enza Zaden will invoice each delivery separately if over a week apart.

## Article 7 - Payment

- The Buyer shall arrange for payment in the currency specified within the Agreement within thirty (30) days from the date of invoice by transfer into a bank account specified by Enza Zaden. Any different payment term must be agreed upon between Parties in the Agreement.
- The Buyer does not have the right to suspend payment or make deductions or set-offs.
- The Buyer shall be automatically in default without any notice being required, when not timely meeting any payment term.
- In case of payment in installments, the Buyer shall be in default without any notice being required in the event of any overdue installment and the remaining installments shall become immediately due.
- Interest at a rate of twelve percent per annum compounded monthly shall be charged to overdue accounts. Enza Zaden reserves the right to adjust interest rates having notified the Buyer thereof in due time.
- Enza Zaden has the right to proceed with extrajudicial collection of overdue accounts without prior notice being required. The Buyer shall pay all costs of extrajudicial collection - amounting to at least 15% of the overdue sum payable at a minimum rate of EUR 250 ex VAT or the equivalent of that amount in the currency defined by the Agreement.
- Payments made by the Buyer shall first serve to reduce the extrajudicial costs of collection due at that point, subsequently the outstanding interest and then the outstanding invoices in date order starting with the oldest invoice.
- Enza Zaden reserves the right to suspend performance under any Agreement with the Buyer, including but not limited to withholding all deliveries, until such time as all and any outstanding payments owed by the Buyer to Enza Zaden under any Agreement have been made.

## Article 8 - Complaints

- The Buyer shall inspect the Products upon delivery and within two working days. The Buyer shall determine, in accordance with the Agreement, whether:
  - the correct items have been delivered;
  - the correct quantities have been delivered;
  - the items delivered satisfy all quality requirements expressly agreed to in writing by the Parties.
- The Buyer shall notify Enza Zaden in writing within five working days after delivery of any visible defect or deficiency. In case of non-visible defects, the written notification must be given within five working days after discovery of the defect.
- The written notice shall provide the consignment information (seed lot number, the packing slip and the invoice details), the basis for any complaint as well as any supporting evidence (photo's, expert statements etc.) in such a manner that Enza Zaden or a third party expert can verify the complaint. The Buyer shall maintain records of the use and status of the Products and/or Plant Material. Enza Zaden is entitled to and the Buyer will unconditionally cooperate at its expense with any inspection, testing or other verification by Enza Zaden of the Products and/or Plant Material involved.

- In no event shall the Buyer return the Products unless otherwise agreed by Enza Zaden in writing.
- In the event that Enza Zaden does not receive written notice of a complaint within the applicable time periods, the Buyer shall be deemed to have accepted the Products. All claims for damage or loss not made in writing within the applicable time period shall be deemed waived by the Buyer and the Buyer expressly assumes and accepts all liability for such damage or loss.
- In the event that the Parties are unable to resolve a dispute regarding the quality of the Products and/or Plant Material, either Party may order an inspection to be performed by Naktuinbouw, with the Party proven to be wrong paying the cost of the inspection. The inspection shall be performed on a certified sample and the findings shall be binding on both Parties, without prejudice to their right to submit disputes concerning the consequences of these findings in accordance with Article 17.
- The Buyer's exclusive remedy and Enza Zaden's sole liability under this Article 8 is set out by Article 12, below.

## Article 9 - Reservation of Title and the Passing of Risk

- The risk in the Products shall pass to the Buyer on completion of delivery.
- Title to the Products shall not pass to the Buyer until the earlier of:
  - Enza Zaden receives payment in full (in cash or cleared funds) for the Products that Enza Zaden has supplied to the Buyer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums including but not limited to the payment of invoices, contractual interest and any extrajudicial costs of collection; or
  - the Buyer receives the Products provided always that Enza Zaden has given its prior written consent, in which case title to the Products shall pass to the Buyer at the time specified in Article 9.5.
- Until title to the Products has passed to the Buyer, the Buyer shall:
  - store the Products separately from all other products and materials held by the Buyer so that they remain readily identifiable as Enza Zaden's property;
  - not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
  - maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - notify Enza Zaden immediately if it becomes subject to any of the events listed in Article 14.2; and
  - provide to Enza Zaden such information relating to the Products as Enza Zaden may require from time to time.
- Subject to Article 9.5 and prior written agreement from Enza Zaden, the Buyer may resell or use the Products in the ordinary course of its business (but not otherwise) before Enza Zaden receives payment in full for the Products. However, if the Buyer resells the Products before that time:
  - it does so as principal and not as Enza Zaden's agent; and
  - title to the Products shall pass from Enza Zaden to the Buyer immediately before the time at which resale by the Buyer occurs.
- If before title to the Products passes to the Buyer the Buyer becomes subject to any of the events listed at Article 14.2 then, without limiting any other right or remedy Enza Zaden may have:
  - the Buyer's right to resell the Products or use them in the ordinary course of its business under a separate written agreement ceases immediately; and
  - Enza Zaden may at any time:
    - require the Buyer to deliver up all Products in its possession which have not been resold, or irrevocably incorporated into another product; and
    - if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Products are stored in order to recover them.
- At the first request of Enza Zaden, the Buyer shall pledge all the Products and/or Plant Material Enza Zaden or create any other security satisfactory to Enza Zaden.
- In the event that the laws of the country where the Products are delivered provide for farther-reaching possibilities to reserve title other than those contained in this Article, such possibilities shall be deemed to have been agreed by the Parties because the Buyer will be aware from these Terms and Conditions of Business that Enza Zaden's reservation of title in the Products and/or Plant Material is a condition precedent to entering into an Agreement with the Buyer.

## Article 10 - Force majeure

- In the event of force majeure and without judicial intervention being required, Enza Zaden shall be able to wholly or partially suspend execution of the Agreement or, if the event of force majeure persists, to wholly or partially terminate it. In no event shall Enza Zaden be liable or required to pay any compensation to the Buyer in relation to such suspension or termination.
- Force majeure means: any circumstance that could not be reasonably foreseen and/or influenced by Enza Zaden and as a result of which delivery of all or any of the Products is not reasonably possible or cannot reasonably be required. Force majeure includes but is not limited to war, risk of war, riots, floods, water damage, fire, transport difficulties, unforeseen technical complications, breakdowns, strikes at Enza Zaden or at any third party engaged by Enza Zaden, blockades, bans on import or export, full or partial seizure or requisition of stocks at Enza Zaden, any of its subsidiaries or suppliers by civil or military authorities, lack of transport capacity, non-delivery or late delivery by suppliers of Enza Zaden, machine breakdowns, destruction and other stagnations in the companies of Enza Zaden, any of its subsidiaries or suppliers as well as scarcity as a result of which delivery of all or any of the Products is not reasonably possible or cannot reasonably be required.

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- Force majeure also means any circumstance that gives reason to rely on the harvesting and processing reservations usual in the seed industry. Such circumstances entitle Enza Zaden to deliver to the Buyer a pro rata volume of the order, without prejudice to any other rights of Enza Zaden under this Article.

## Article 11 - Use (Licence) of the Products and Product Information

- Enza Zaden grants the Buyer a non-exclusive, non-transferable and limited licence for the duration of the Agreement to use the Products for the sole purpose of a single commercial production or cultivation and sale of Plant Material.
- The Buyer must not use or cause or permit the use of the Products, any parental line seed which may be found therein, or any resultant plants or Plant Material therefrom, for any research, breeding, molecular or genetic analysis, crop, seed (re)production, propagation and/or multiplication or for any other purpose other than commercial production or cultivation of Plant Material in accordance with this Article.
- The Buyer is, except with prior written consent and subject to any conditions from Enza Zaden, not permitted to supply any Product to any other person or entity for production or cultivation nor distribute, sell, transfer, sub-licence, encumber, mortgage, pledge, offer as security any Product to and/or on behalf of any (legal) person or entity.
- In the event that the Buyer who after receiving written consent from Enza Zaden sells and transfers Products to a third party shall expressly impose the obligations of Article 11, paragraph 1, 2 and 3 on that third party and provide in its agreement with such third party that these clauses are also included for the benefit of Enza Zaden, which may rely on them in legal proceedings in case of violation thereof by the third party.
- The Buyer shall not employ subcontractors for the execution of any of its rights and obligations under these General Terms and Conditions of Sale without prior written consent of Enza Zaden. Such consent will normally be given by Enza Zaden upon prior written request from Buyer for the cultivation of Plant Material by a third party for the sole benefit of Buyer, subject to any conditions that Enza Zaden may require the Buyer to include in its agreement with such third party.
- All illustrations, catalogues, documents and statements provided by or on behalf of Enza Zaden about quality, composition, weight, measurement, treatment in the broadest sense, applications and properties of the Products are based as closely as possible - on Enza Zaden's test results and practical experience, however without any guarantee, representation or warranty regarding purpose or performance.
- The Buyer acknowledges that any information provided by Enza Zaden in relation to the quality (such as viability, germination, mechanical or genetic purity, seed health) and performance of the Products applies only to the tests done by Enza Zaden, to the specific seed sample used and to the specific conditions under which the tests were done. The Buyer agrees that the abovementioned information does not constitute an express or implied warranty.
- The Buyer acknowledges that the results obtained by the Buyer with the Products depend on such factors as the place of cultivation, the conditions prior to and during cultivation, including but not limited to storage of Products, the climate, the soil and crop protection methods used by the Buyer. The Buyer shall be solely responsible for determining the suitability and appropriateness of the use of the Products in the different conditions and/or for the different purposes.
- Enza Zaden provides product information to assist the Buyer and under no circumstances shall Enza Zaden be liable to Buyer for results deviating from that information. Enza Zaden shall not be held liable for any information provided in relation to Resistances as defined in Schedule 1, Resistances to diseases indicated per Product, nor the Product Specifications as published on the Enza Zaden websites and pages.
- Any and all warranties shall lapse and Enza Zaden shall not be liable for any Product that has been repacked, treated, conditioned and/or manipulated in any way by the Buyer or by Enza Zaden or a third party on the Buyer's request.
- The Buyer acknowledges that Products delivered by Enza Zaden are not fit for human or animal consumption.

## Article 12 - Liability and Indemnity

- Enza Zaden shall in no event be liable to the Buyer (or any third party affected under the Agreement for any special, punitive, incidental or consequential damage, including but not limited to loss of profits, yield, goodwill, revenue, production, contracts or opportunity.
- In any event and to the greatest extent permitted by law, Enza Zaden's liability shall be limited to the amount, excluding VAT invoiced in respect of the subject Products, and shall, at Enza Zaden's election, be limited to either the replacement of Products and/or Plant Material for no further fee or an amount equal to the price of the Products and/or Plant Material plus the cost of any inspection arising under Article 8.6.
- Any potential claim for liability or compensation shall expire in the event that no such claim has been brought forth within 12 months of the delivery of the products.
- The Buyer hereby explicitly understands and agrees to this limitation of Enza Zaden's liability.
- The Buyer shall indemnify, hold harmless and defend Enza Zaden and its affiliates (current and former), directors and employees against any and all third-party claims, actions, proceedings, and suits and related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation reasonable attorney fees) incurred by Enza Zaden arising out of or relating to Buyer's violation or breach of any term of the Agreement, use or misuse of the Products, and/ or the fault, negligence or wilful intent of the Buyer.

## Article 13 - Intellectual Property Rights

- The Buyer agrees and acknowledges that, subject to the licence provided under Article 11, paragraph 1, the exclusive right, title to and interest in all Intellectual Property Rights on the Products, Plant Material or any mutations, varieties or (biological) material obtained therefrom or included therein, including but not limited to genetics, traits, technology and/ or all its (phenotypical) characteristics, as well as in the Enza Zaden trademarks shall at all times be and remain absolutely vested in Enza Zaden or in any of its affiliates.
- If and to the extent that the Buyer under the applicable law could establish any Intellectual Property Right in the Products, Plant Material or any mutations, varieties or (biological) material obtained therefrom or included therein, including but not limited to genetics, traits, technology and/ or all its (phenotypical) characteristics, the Buyer agrees that the Buyer will not do so but rather transfers without undue delay such Intellectual Property Rights to Enza Zaden, which accepts such transfer. The Buyers hereby authorizes Enza Zaden to register and otherwise effect or complete such transfer under the applicable law and shall at Enza Zaden's request assist in and carry out all actions deemed necessary by Enza Zaden to register, effect and complete such transfer.
- The Buyer agrees neither to use nor register any trademark, trade name, company name, domain name, symbols or variety designation which is identical or confusingly similar to the trademarks, trade name, company name, domain name, or symbols or variety designation owned by Enza Zaden or any of its affiliate.
- The Buyer may not use Enza Zaden's trademarks, trade name and/ or trade dress for any purpose unless otherwise approved in writing by Enza Zaden.
- In the event that the Buyer finds, observes or discovers a derived variety, including but not limited to any mutation in the production and cultivation of the Plant Material, the Buyer shall immediately notify Enza Zaden thereof by registered letter.
- At the written request of Enza Zaden, the Buyer shall immediately provide Enza Zaden with sufficient material from the derived variety (e.g. mutant), for testing purposes.
- In the case of a derived variety (e.g. mutant) Buyer shall require the prior authorization of Enza Zaden for the following acts in respect of constituents of the mutation or harvested material of the mutation: (a) production or reproduction, (b) conditioning for the purpose of propagation, (c) offering for sale, (d) selling or other marketing, (e) importing to and/ or exporting; (f) stocking for any of the purposes mentioned above.
- New mutations derived from the mutations shall also be regarded as a derived variety of the (protected) varieties of Enza Zaden and paragraphs 5 to 7 of this Article 13 shall apply accordingly.
- The Buyer agrees to allow and fully cooperate with any inspection by Enza Zaden for the purpose to verify any possible infringement of Enza Zaden's rights or violation of the Agreement. The Buyer shall allow Enza Zaden or a person or company appointed by Enza Zaden to have direct access to Buyer's premises including, but not limited to, its greenhouses, administrative and farming activities. The term 'activities' shall be understood to include activities carried out by third parties on behalf of the Buyer.
- The Buyer shall fully cooperate with Enza Zaden to defend its rights against infringement.

## Article 14 Default, Suspension and Termination of the Agreement

- In the event that a Party fails to perform any of its obligations under the Agreement and such default continues for a period of thirty (30) days after written notice to the defaulting Party specifying the default, the other Party shall be authorized to suspend any further performance of the Agreement or to terminate it out of court by a registered letter, without prejudice to any of its other rights under the Agreement, including but not limited to the right to claim from the Buyer compensation of all its damage and costs resulting from such default.
- If the Buyer is liquidated, files for bankruptcy or is granted suspension of payments, makes a general assignment of its assets for the benefit of its creditors, becomes subject to receivership or is dissolved, all its payment obligations shall be immediately due and Enza Zaden shall be authorized to suspend any further performance of the Agreement or to terminate it, without prejudice to its right to claim compensation from the Buyer of all its damage and costs resulting therefrom.
- If any of the events mentioned in article 14.2 occurs, the Buyer shall immediately inform Enza Zaden. The Buyer hereby grants Enza Zaden the right and/ or has the obligation to execute, file or record such documents and to take any such actions, necessary to effectuate, enforce or implement the Agreement, and in particular to guarantee by preference the payment obligations.

## Article 15 - Final Provisions

- These General Terms and Conditions of Sale replace earlier versions thereof and apply to all Agreements concluded after the date on which they have been published on Enza Zaden's website under [www.enzazaden.co.uk](http://www.enzazaden.co.uk).
- The Buyer shall not assign its rights and obligations under the Agreement to third parties without Enza Zaden's prior written consent.
- The Buyer agrees that Enza Zaden shall be permitted at all times to assign its rights and obligations under the Agreement to third parties.
- The Agreement may only be amended by means of a written document signed by both Parties.

## Article 16 - Applicable Law

Each Party irrevocably agrees that the Agreement and any dispute or claim whatsoever arising out of or in connection with it or its subject matter or formation, including non-contractual disputes or claims, shall be governed by the exclusive application of the law of The Netherlands and shall fall within the exclusive jurisdiction of the forum allocated to deal with the dispute in accordance with Article 17, below.

## Article 17 - Resolution of Disputes

- In case of a dispute whatsoever arising out of or in connection with the General Terms and Conditions of Sale and/ or the Agreement, the Parties shall, if the dispute cannot be resolved amicably, first refer the dispute to proceedings under the ICC Mediation Rules. If the dispute has not been settled pursuant to the said Rules within 45 days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration.
- The place of mediation and of arbitration shall be Amsterdam, The Netherlands.
- Enza Zaden shall however be entitled to summon the Buyer at any time to appear before the competent court in the district in which the Buyer has its registered office.
- In the event that court proceedings arise that are ancillary to ICC Mediation and/ or ICC Arbitration the courts of The Netherlands shall have exclusive jurisdiction to settle any dispute or claim or issue arising out of or in connection with the Agreement or connected legal proceedings.
- Where the Buyer's place of business and/ or domicile is outside of The Netherlands the Buyer agrees to appoint a qualified legal agent within The Netherlands to accept service of legal documents and have conduct of any dispute be it dealt with by way of mediation, arbitration or court proceedings. The Buyer shall make such an appointment within twenty-one (21) days of receiving notice that a dispute is to be dealt with by way of one of the prescribed methods.
- Where the Buyer commences proceedings by way of one of the prescribed methods, he will appoint a qualified legal agent within the jurisdiction of The Netherlands at the outset of such proceedings.
- Any applicable local and/ or national laws prescribing methods and timeframes for service of documents outside the jurisdiction of the Netherlands shall not apply as far as any such applicable local and/ or national laws permit. Subject to Article 17.5 the service of any and all documents on the Parties shall be treated as though the Parties are both domiciled within The Netherlands.

## Schedule 1 - Resistance

- Terminology and definitions
  - 'Immunity' means not subject to attack or infection by a specified pest or pathogen.
  - 'Resistance' is the ability of a plant variety to restrict the growth and development of a specified pest or pathogen and/ or the damage they cause when compared to susceptible plant varieties under similar environmental conditions and pest or pathogen pressure. Resistant varieties may exhibit some disease symptoms or damage under heavy pest or pathogen pressure.  
Two levels of resistance are defined:
    - High resistance (HR): plant varieties that highly restrict the growth and development of the specified pest or pathogen under normal pest or pathogen pressure when compared to susceptible varieties. These plant varieties may, however, exhibit some symptoms or damage under heavy pest or pathogen pressure.
    - Intermediate resistance (IR): plant varieties that restrict the growth and development of the specified pest or pathogen, but may exhibit a greater range of symptoms or damage compared to highly resistant varieties. Intermediately resistant plant varieties will still show less severe symptoms or damage than susceptible plant varieties when grown under similar environmental conditions and/ or pest or pathogen pressure.
  - 'Susceptibility' is the inability of a plant variety to restrict the growth and development of a specified pest or pathogen.
- Information per variety  
Resistances in varieties of our crops will be coded (see coding list at [www.enzazaden.com](http://www.enzazaden.com)), unless indicated otherwise. In case a variety is resistant to more than one pathogen, the individual resistance codes will be separated by the symbol '/'. If in a resistance code of a certain variety reference is made to certain strains for which the resistance is claimed this means that no resistance is claimed to other strains of the same pathogen.

If, in a resistance code, no reference is made to strains of the pathogen for which the resistance is claimed, resistance is claimed only to certain not further specified isolates and we hereby disclaim any (implied) warranty that the variety will not be infected by the said pathogen.

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## Schedule 2 - Product Specifications

### 1. - Introduction

Vegetable growing has become a highly specialized and intensive activity. As a result of the ever increasing demand for a better quality, vegetable growers and plant raisers require an improved quality of basic material.

The demand for specific seed forms and more information about seed quality has strongly increased to better influence emergence and required number of plants.

Seed is a natural product. The often varying environmental conditions thus influence final results. It is therefore often not possible to give detailed information about seed performance and other seed characteristics.

In order to meet customer's demands, ECS has drawn up quality standards for the various seed categories.

The specifications mentioned are ECS' minimum standards. In relation to germination, the specifications are based on the use of ISTA methods. In the event that the seed does not meet the product specifications mentioned, ECS will inform their customers.

### 2. - General Definitions

#### a) 'Normal Seed'

In general normal seed has not been subjected to special processes. It is sold by weight and/or by count, depending on the product. Normal seed complies with the EEC standards.

#### b) 'Precision'

'Precision' seed has been subjected to additional processes. It is of a uniform size and has high germination capacity. 'Precision' seed is sold by count and complies with the standards as provided in the table below.

#### c) 'Priming'

Priming is defined as an activation of the germination process in order to break seed dormancy or obtain a faster or more uniform emergence after sowing. Primed seed is sold by count.

#### d) 'Pill'

Pill is the product of a seed pelleting/coating procedure. Pelleting is defined as the process of changing the seed form by covering it with filling materials with the main purpose to facilitate easier sowing. Also additional ingredients may be added. Pelleted seed is sold by count and complies with the standards as provided in the table below.

#### e) 'Filmcoat'

Filmcoat is a full covering, usually pigmented layer around the seed. The original seed form remains intact. Additional ingredients may be added. Filmcoat is used for insecticide treatments by Enza Zaden. Filmcoated seeds are sold by count.

#### f) 'Basiscoat'

Basiscoat is a pigmented layer around the seed. The original seed form and size remain intact. Basiscoat is mainly used for fungicide treatments by Enza Zaden.

#### g) 'Germination'

The germination figure mentioned is valid from the moment of delivery. Germination figures refer to the ISTA procedures.

#### h) 'Genetic Purity'

Genetic Purity is defined as the percentage of plants derived from a seed lot that meets the variety description.

## Schedule 3 - Information per crop

Crop	Product	Germination %	Seed Size mm	Genetic Purity
Cauliflower	Precision	90	0.20 or 0.25 round sieve	90
Others Brassica	Precision	90		93
Carrot	Precision	85	0.20 or 0.25 round sieve	
Celery	Pill	90		
Chicory Witlof	Precision	85	0.20 or 0.25 round sieve	
Corn salad	Precision	85	0.20 or 0.25 round sieve	
Cucumber	Precision	92		99
Red beet monogerm	Precision	80	0.50	
Red beet multigerm	Precision	90	0.50	
Eggplant	Precision	90		98
Endive	Precision	90		
Endive	Pill	92		
Fennel	Precision	90	0.5 round or 0.2 length sieve	
Fennel	Pill	90		
Leek OP	Precision	90	0.2 or 0.25 round sieve	
Leek F1	Precision	85		
Butterhead, Batavia, Iceberg, Cos	Precision	93		98
Butterhead, Batavia, Iceberg, Cos		95		98
Others Lettuce	Precision	93		
Others Lettuce		95		95
Melon	Precision	90		98
Parsley	Precision	87		
Sweet and hot pepper	Precision	90		97
Radicchio	Precision	88		
Radish	Precision	92	0.25 round sieve	
Scorzonera	Precision	80		
Spinach	Precision	85	0.75	
Squash	Precision	92		97
Tomato	Precision	92		98
Onion	Precision	90	2.00-2.75	
Watermelon normal	Precision	90		98
Watermelon seedless	Precision	85		98