



General Terms and Conditions purchase of goods Enza Zaden December 2016

Article 1. Definitions

Enza Zaden: Enza Zaden Beheer B.V. or one of its subsidiaries as referred to in Section 24a of Book 2 of the Civil Code, as well as any joint ventures in which (a subsidiary of) Enza Zaden takes part.

Purchase Conditions: these general terms and conditions for the purchase of goods by Enza Zaden.

Supplier: the natural or legal person with whom Enza Zaden negotiates about the conclusion of an Agreement, or who supplies Goods to Enza Zaden.

Goods: all goods supplied by the Supplier to Enza Zaden (physical goods and property rights).

Agreement: an agreement between Enza Zaden and the Supplier in relation to the delivery of Goods, including additions and amendments.

Party/Parties: Enza Zaden and/or the Supplier.

Personal data: personal data within the meaning of article 1(a) of the Personal Data Protection Act ("Wet bescherming persoonsgegevens") that the Supplier processes in the context of the Agreement.

In writing: communication by regular post or electronically, such as using data links, email or fax.

Article 2. Applicability

- These Purchase Conditions apply to all invitations to tender, quotations and agreements relating to the delivery of Goods to Enza Zaden.
- If the Supplier supplies not only Goods but also services to Enza Zaden, including services for the purpose of installation and/or the assembly of Goods, Enza Zaden's General terms and conditions for the purchase of services will also apply.
- Enza Zaden explicitly rejects the applicability of any other (general) terms and conditions.
- Amendments and additions to the Agreement and/or the Purchase Conditions are only binding if the Parties explicitly agreed them in writing.
- In the event of inconsistency between the provisions of the Agreement and the Purchase Conditions, the provisions of the Agreement take precedence.

Article 3. Offer and conclusion of an Agreement

- An offer made by the Supplier is irrevocable for a period of 90 (ninety) days.
- Enza Zaden will not reimburse any costs incurred for producing quotes and offers, regardless of whether they result in an Agreement.
- An Agreement can only be entered into after a person, duly authorised by Enza Zaden, explicitly accepts an offer from the Supplier in writing. Enza Zaden is not bound by oral promises.

Article 4. Delivery and transfer of title

- Delivery is made on DDP (Delivery Duty Paid in accordance with the Incoterms 2010) to the named place of destination, as agreed by the Parties.
- For the delivery, the Supplier will follow all reasonable directions and instructions given by Enza Zaden.
- The delivered Goods must be accompanied by a packing list with Enza Zaden's order number, as well as item numbers, quantities and a description of the Goods.
- The ownership of the Goods shall pass to Enza Zaden upon delivery and after Enza Zaden has accepted the Goods. The Supplier will not reserve any rights to the Goods delivered to Enza Zaden, except if the Parties agreed on retention of title. Enza Zaden will nevertheless be allowed to process the Goods delivered and/or sell them as usual in the context of its normal business activities.
- The Supplier is responsible for timely obtaining any permissions, certificates and licences in time that are required to carry out the Agreement.
- If the Supplier uses third parties for the production or delivery of Goods, it remains at all times responsible for the Agreement being carried out correctly and on time, as if it concerned its own performance.
- The Supplier shall inform itself timely of the nature and conditions of the location where the Goods will be delivered, and of all other circumstances that are relevant to the performance of the Agreement.
- Delivery in instalments is only permitted if the Parties agreed to this in advance.
- If the quantities delivered deviate from those specified in the Agreement or if only a partial delivery is made, Enza Zaden can refuse the deliveries concerned and arrange for them to be returned at the Supplier's account and risk.
- The Supplier will make available to Enza Zaden all manuals and product information related to the

Goods as well as any quality marks or certificates without additional costs and transfer the ownership of them.

- The Supplier will ensure that its personnel and the third parties it engages are and remain informed of the internal rules and code of conduct at Enza Zaden, in force in the location where the Goods will be delivered to.

Article 5. Quality and inspection of the Goods

- The Supplier warrants that the Goods:
 - are in conformity with the conditions and specifications set out in the Agreement, and with any samples, models and drawings approved by Enza Zaden;
 - are new and of high-quality, without errors in the design, construction, dimensions, execution and safety and suitable for the intended purpose;
 - comply with the laws and regulations applicable to the Goods, as well as the packaging, including but not limited to regulations relating to safety, health and the environment;
 - comply with the generally accepted norms and standards.
- Enza Zaden is entitled to inspect the Goods. Depending on the nature of the Goods to be supplied, the Supplier will give Enza Zaden an opportunity to perform or arrange inspections during the production, processing and storage of the Goods or after delivery. For that purpose, the Supplier will grant access to the places where the Goods are produced or stored and grant cooperation to the desired inspections, checks and tests.
- If Goods are not in conformity with the guarantee referred to in clause 1 of this article (including Goods damages as a result of inadequate packaging), Enza Zaden has the right:
 - to reject the Goods concerned and to return them at the Supplier's costs, after which Enza Zaden is entitled to a replacement and delivery within the specified delivery time without additional costs;
 - to retain the Goods and to use them while receiving a fair reduction of the purchase price;
 - to repair the Goods or to arrange for third parties to repair them at the Supplier's expense, in the event of time pressure. All additional costs, such as disassembly, freight and the reassembly are for the Supplier's account. This does not prejudice all other rights Enza Zaden has, based on the Agreement or by law.
- Regardless of whether Enza Zaden has exercised its right of inspection, based on clause 2 of this article, the Supplier remains fully responsible for fulfilling the Agreement correctly.
- The Supplier guarantees that spare parts will be available for the Goods during a period of at least ten years after the Goods are delivered.

Article 6. Time of delivery

- The Supplier will deliver the Goods at the agreed time or within the agreed delivery term. This term is considered as a firm deadline.
- The Supplier will immediately inform Enza Zaden if the Supplier expects that the goods cannot be delivered within the agreed term. The Supplier will take all reasonable measures to prevent any delay. However, the above does not prejudice the rights of Enza Zaden in the event the Supplier does not comply with the Agreement or not in time.

Article 7. Packaging and freight

- The Supplier will ensure that the Goods are properly packaged to be transported in a manner that the Goods will reach their intended destination in good condition. The Supplier is liable for damage caused by insufficient or inadequate packaging, or packaging that does not meet the requirements of environmental legislation.
- The Supplier will take back all packaging free of charge at Enza Zaden's first request.

Article 8. Prices, invoicing and payment

- All prices shall be fixed and are exclusive of VAT. Prices include all additional costs, extras and taxes. Costs not mentioned in the Agreement will not be reimbursed.
- The Supplier must send the invoice to Enza Zaden's billing address as indicated on the purchase order. The invoice will in any case state:

- invoice date, name, address, postcode, town, IBAN, VAT number, Chamber of Commerce number;
 - the billing address;
 - the number of the purchase order, and, if applicable, the number of the framework agreement.
- If the invoice does not meet the requirements referred to in the previous clause of this article, Enza Zaden reserves the right to withhold payment.
 - Invoicing will take place after the Goods are delivered and accepted, unless agreed otherwise.
 - Enza Zaden shall pay invoices within 30 (thirty) days from receipt if Enza Zaden has approved the invoice.
 - Enza Zaden may suspend part or all of its payment against an invoice in the event the Supplier is in default of complying with the Agreement.
 - Enza Zaden may set-off any amounts due to the Supplier on any sum owed by the Supplier to Enza Zaden.
 - In the event of advance payments the Supplier will at the request of Enza Zaden at its own expense arrange an unconditional and irrevocable bank guarantee with a bank acceptable to Enza Zaden.
 - Payments made by Enza Zaden do not constitute a waiver of rights in any way.
 - The Supplier will not transfer claims for amounts owed to Enza Zaden to third parties or encumber them with pledges.

Article 9: Changes in the Goods

- Enza Zaden has the right to make reasonable changes to the delivery address, the specifications, the quantity and/or properties of the Goods to be bought by Enza Zaden.
- If in the Supplier's opinion, a change will have consequences for the agreed price and/or time of delivery, it will inform Enza Zaden in writing as soon as possible before acting on the change, but no later than within 5 (five) working days from being notified of the change. If the consequences for the price and/or delivery time are unreasonable in Enza Zaden's opinion, the parties will enter into negotiations about it.

Article 10. Liability

- The Supplier will be liable for any damage that Enza Zaden incurs as a result of a default by the Supplier or by third parties engaged by the Supplier to comply with the Agreement.
- The Supplier is liable for damage caused by its own acts or omissions and those of its employees and the third parties it engaged, in terms of personal injuries or material damage incurred by Enza Zaden and/or third parties and it indemnifies Enza Zaden against third-party claims in this respect.
- The Supplier indemnifies Enza Zaden for all losses incurred in connection with third-party claims or any fines imposed as a result of the Supplier's default or non-compliance with applicable laws and regulations.
- The Supplier will take out and maintain adequate insurance cover at its own expense for the duration of the Agreement against the standard business risks and corporate liability. The insured amount for the Suppliers' corporate liability is at least 2.5 million euros per incident and if the Supplier is also the manufacturer, the product liability cover must be a minimum of 2.5 million euros. At the request of Enza Zaden, the Supplier will provide sufficient evidence of the insurance policies and related premium payments.

Article 11. Force majeure

- Neither party shall be liable for delays or non-performance resulting from force majeure. In the event of force majeure, a Party may suspend part or all of its obligations.
- Illness or staff shortages, strikes, defaults by third parties engaged by the Supplier, the failure or unsuitability of auxiliary materials or the Supplier's cash problems shall not be deemed to be force majeure events.

Article 12. The use of materials and tools

- Materials made available by Enza Zaden, such as tools or computer equipment, will be used by the Supplier at its own risk, and returned to Enza Zaden in good condition. The Supplier will only use items made available by Enza Zaden for the proper



General Terms and Conditions purchase of goods Enza Zaden December 2016

performance of the Agreement and will not allow third parties to use them.

Article 13. Rules for personnel on site and in the premises of Enza Zaden

1. The Supplier will ensure that its work, personnel and the third parties it engages will not cause an obstruction on the site and in the premises of Enza Zaden or impede the activities of Enza Zaden or third parties.
2. The Supplier must ensure that its personnel and the third parties it engages can provide identification at all times.

Article 14. Confidentiality

1. The Supplier will not disclose confidential information of Enza Zaden to third parties for the term of the Agreement, nor for a period of five (5) years afterwards. Considered as confidential information of Enza Zaden is: information marked confidential, or confidential by its very nature, including but not exclusively business information, know-how or personal data originating from Enza Zaden.
2. The obligations of confidentiality referred to in the previous article does not apply insofar (a) disclosure is mandatory by law or ordered by a competent authority, or (b) the information concerned is already in the public domain or is published without any unlawful actions by the Supplier, its employees or the third parties it engages.
3. The Supplier will impose the same duty of confidentiality as set out in the previous clauses of this article to its employees or the third parties it engages for the fulfilment of this Agreement and only grant them access to the confidential information concerned to the extent necessary for them to do their work.
4. If the Supplier fails to meet the obligations in this article 14, it will forfeit an immediately payable fine to Enza Zaden of € 25,000 per breach, without prejudice to Enza Zaden's right to claim compensation for the loss actually incurred.
5. After termination of the Agreement, the Supplier will immediately return all the confidential information of Enza Zaden in its possession or demonstrably destroy it.
6. Neither Party is allowed to disclose the content or the existence of an Agreement without the other Party's prior written consent.

Article 15. Intellectual property rights

1. All intellectual property rights for (i) the Goods that are produced for Enza Zaden and (ii) the drawings, texts, models, manuals, samples, ancillaries, calculations, software, moulds, mails and other documents and data carriers specifically produced or used for the purpose will become the property of Enza Zaden. To the extent required, the Supplier transfers those rights in advance to Enza Zaden and will cooperate with the formalities required for the transfer.
2. Insofar as required, Enza Zaden obtains a perpetual, global, non-exclusive user licence for all intellectual property rights for Goods not specifically made for Enza Zaden.
3. The Supplier waives all personality rights as referred to in the Copyright Act (Auteurswet), also on behalf of its employees, insofar as permitted by law.
4. The Supplier warrants that the use of the Goods will not infringe intellectual property rights and other rights of third parties and indemnifies Enza Zaden for third-party claims in that respect.
5. Any intellectual property rights on materials and data that Enza Zaden made available to the Supplier in relation to the Agreement, remain the property of Enza Zaden.

Article 16. Termination of the Agreement

1. Enza Zaden may terminate the Agreement at any time by written notice, taking into account a notice period of thirty (30) days.
2. Each Party may dissolve the Agreement with immediate effect in whole or in part, without prejudice to other means of legal redress, if:
 - a. the other Party is in breach of fulfilling any material obligation under the Agreement and such breach is not remedied within thirty (30) days after receipt of a written (by registered mail) notice of such breach;
 - b. the other Party is declared bankrupt, applied for or is granted a suspension of payments;

- c. an attachment is made on a significant proportion of the other Party's business assets;
 - d. all or part of the other Party's business activities are transferred, liquidated, discontinued or relocated abroad, or if the other Party is dissolved;
 - e. a Party is affected by a force majeure event that persists 30 (thirty) days or more.
3. Enza Zaden can dissolve the Agreement with immediate effect, in the event the Supplier or third parties it engages (attempt to) bribe Enza Zaden's employees.
 4. The articles of the Purchase Conditions and the Agreement that by their nature are intended to remain in effect after the termination of the Agreement continue to apply in full. This includes the provisions relating to liability, confidentiality and intellectual property rights.

Article 17. Transfer of rights and obligations

1. The Supplier is not permitted to transfer all or part of its rights or obligations arising from the Agreement without the prior written consent of Enza Zaden.

Article 18. Personal Data Protection

1. For the fulfilment of its obligations arising from the Agreement, the Supplier will observe the applicable laws and regulations in relation to the protection of Personal Data, particularly the Personal Data Protection Act.
2. Insofar the Supplier is processing Personal Data as part of fulfilling the Agreement, in the role of Processor (Bewerker) within the meaning of the Personal Data Protection Act, it will only process the data under commission and pursuant to the instructions of Enza Zaden (unless otherwise required by laws and regulations) to the extent necessary to fulfil its obligations under the Agreement.
3. The Supplier will take appropriate technical and organisational measures to protect the Personal Data against unintentional or unlawful processing (including, but not limited to the unnecessary gathering or further processing of the data). These measures provide an adequate protection level, taking into account the latest technology and the costs of taking and implementing them, as well as the risks associated with data processing, and the nature of the data to be processed.
4. The Supplier will only process personal data within the European Economic Area.
5. In the event of a security breach that may have serious, adverse consequences for Personal Data protection, the Supplier must inform Enza Zaden of it within 48 hours of the breach being discovered. The Supplier will give Enza Zaden the information it needs to file an accurate and complete report to the Dutch Data Protection Authority and to inform the Person(s) Concerned (Betrokkenen) within the meaning of the Personal Data Protection Act in the context of the notification requirement regarding data leaks.
6. The Supplier indemnifies Enza Zaden against fines relating to the non-compliance by the Supplier or by the third parties, it engages with the obligations in this Article 18.

Article 19. Applicable law and resolution of disputes

1. These Purchase Conditions and every Agreement are governed by the law of the Netherlands. The Vienna Sales Convention is not applicable.
2. Disputes between the Parties will be resolved as much as possible by amicable settlement.
3. If the Parties cannot reach an amicable settlement, disputes will be submitted exclusively to the competent Court of Amsterdam, The Netherlands.

Article 20. Other provisions

1. Enza Zaden is entitled to amend the Purchase Conditions unilaterally. If the Supplier does not object to Enza Zaden in writing within two weeks from receiving a new version of the Purchase Conditions, the new version will replace the old one.
2. If a provision of the Terms and Conditions of Purchase is invalid or void, the other provisions continue to apply. The Parties will negotiate to replace the provision in question, with another provision taking into account the nature and purpose of the Agreement.

3. Enza Zaden has no obligation to buy a certain minimum quantity of Goods from the Supplier, unless agreed otherwise in writing.
4. The Supplier does not obtain exclusivity in relation to the supply of Goods to Enza Zaden. Enza Zaden reserves the right to buy similar goods from other suppliers.