



GENERAL TERMS AND CONDITIONS OF SALE for B2B Transactions

1. SCOPE OF APPLICATION

1.1 These General Terms and Conditions of Sale ("**General Conditions**") shall apply to any and all supply of seeds, dried material and of any other product ("**Products**") executed from Terre LTD ("**Seller**"), with registered office in Gundy, 2nd Floor Tower Business Centre, Tower Street, Swatar, Birkirkara BKR4013, Malta to any Client ("**Client**"), even if they are not expressly accepted, referred to or mentioned from time to time.

1.2 No provisions deviating from this General Conditions shall be binding on Seller unless included in the purchase Order of Client (as defined in clause 3.2 below) accepted in writing by Seller as per paragraph 3.3 below.

1.3 In no case shall any general conditions of contract of Client be binding on Seller.

2. PRODUCTS – MODIFICATIONS

2.1 Any description or information relating to the Products, even if included in websites, brochures, catalogues, CoAs, price lists or other documents of Seller is purely informational and shall be binding on Seller only if it has been expressly referred to in this General Conditions or in the Confirmed Order by Seller (as hereinafter defined).

2.2 The Products are sold for the uses and limits allowed by European and Maltese law, and any subsequent modifications and amendments. By filing the order, Client declares that it is purchasing the Products for the uses allowed under Maltese laws as above indicated. Without prejudice to the above, before placing the Order, it is the responsibility of Client to make sure that:

- a) the Products are suitable for the specific purpose and/or intended use for which Client intends to purchase them;
- b) they also comply - also for composition, characteristics and use - with the laws and regulations applicable in the place where Client will import, distribute, sell or use them in any way.

2.3 Seller may make any changes to the Products which, without altering their essential features, it deems necessary or convenient, even after acceptance of the Order according to paragraph 3.3 below. Should this be the case, Seller will communicate such modification to Client with 15 (fifteen) days prior notice.

2.4 Client shall obtain and maintain all relevant and necessary licenses and permits for the sale, handling, and storage of the Products in compliance with applicable laws and regulations applicable to it including, without limitation, laws and regulations regarding health and safety, nutritional medicinal products, marketing practices, etc., if and where applicable. Client represents and warrants that it has obtained all permits, licenses, registrations and other approvals required by the relevant national, local or municipal government or agency, in respect of the performance of Client's obligations under this General Conditions. Client shall supply all relevant information, including but not limited to local legal requirements regarding the composition and/or packaging of the Products, and any other relevant information to enable Seller to fulfill its obligations under this General Conditions and will hold Seller indemnified and harmless from any damage deriving or connected thereof.

2.5 Products have to be stored in a cool and dry place and in accordance with the storage conditions indicated on the Products as well as the required by the nature of the Products and the use Client is willing to make of the Products.

3. OFFERS – ORDERS – ORDERS ACCEPTANCE

3.1 Written or verbal offers or quotations issued by Seller are not to be taken as valid contractual proposals.

3.2 Client shall place its order in writing and shall submit it to Seller via email ("**Order**"). The Order shall include all the information relating to the Products being ordered (product name, description, quantity, price or unit price as the case may be, proposed terms of delivery and requested date of delivery, etc.) as well as the fiscal data of Client to be included in the relative sale invoice.

3.3 The Order shall be binding on Client from the time it is received by Seller.

The Order shall be considered accepted by Seller and binding on it ("**Confirmed Order**") if and when Seller: a) sends its written order proposal, based on the Order of Client ("**Order Proposal**"), and Client accepts it, expressly, by sending it back duly signed for acceptance, or tacitly, by executing any relating activity, such as executing any requested payment; or b) sends an Order Proposal modified with respect to the Order and Client accepts Seller's written Order Proposal in writing or accepts it tacitly, by executing any relating activity, such as executing any requested payment. Seller is not obliged to accept any Order of Client.

3.4 All supplies of Products will only include what is expressly indicated in the Confirmed Order.

4. PACKING – DELIVERY TERM – DELIVERY TIME

4.1 The Products will be packaged and readied to ship in compliance with the standard protection methods generally adopted by Seller for the Products in question, in consideration of the agreed mode of transport.

Client shall expressly request to Seller any special packaging or supplementary protection it deems necessary; should this be the case, Client shall bear all related costs thereof.

4.2 Unless otherwise provided for in the Confirmed Order, the Products shall be delivered to Client in accordance with the Incoterms® 2020 ICC Carriage Paid to (CPT) – premises of Client in the EU, at the address indicated in the Confirmed Order.

In case the Incoterm rule agreed in the Confirmed Order provides for Client to take care of transportation, Client authorizes Seller to undersign, in the name and on behalf of Client, any and all transport documents which shall be signed at the time of collection of the Products at the premises of Seller, such as the CMR. In the event that the delivery term agreed between the parties provides that Client shall execute the formalities for the exportation and custom clearance of the Products, Client undertakes to submit to the competent authorities any and all necessary documents to export the Products from the European Union and import the Products in the country of final delivery, as well as to provide Seller with all the documents proving the exportation of the Products outside the European Union, as soon as the relating activities are accomplished.

Should this not be the case, Client shall be liable toward Seller for, and hold it indemnified and harmless against, any damage, fines or interests it shall incur as a consequence.

4.3 Seller shall use its best efforts to deliver the products, according to article 4.2 above, within the delivery date provided for in the Confirmed Order, in a single delivery or in partial deliveries. The delivery date shall always be considered indicative and not of the essence.

Except in case of wilful wrongdoing or gross negligence, Seller shall not reimburse possible damages, either direct or indirect, suffered by Client as a result of delay in the delivery of the Products.

In no case of delay in the delivery of the Products shall Client be entitled to cancel the Order or to terminate the sale contract in question.

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4.4 Upon receipt of the Products, Client must report possible damages, shortages, anomalies or defects occurred during the transport, by notifying details of such events on the transportation document, and must also:

- a. have such notification countersigned by the carrier; and
- b. immediately inform Seller thereof, in writing, and send Seller a copy of the countersigned document by and no later than 4 (four) days from the date of receipt of the Products at its premises.

Should this not be the case, Seller shall not be responsible for possible losses, theft or damages of the Products occurred during the transport, even if transport risks were, in whole or in part, upon Seller.

5. PRICES – PAYMENT – LATE PAYMENT

5.1 The prices of the Products will be those indicated in the relating price list of Seller in force at the time of the Order.

5.2 Unless otherwise stated in writing, the prices of the Products included in Seller's price lists and/or offers are in Euro, net of VAT and for delivery according to the Incoterms® 2020 ICC rule Ex-Works (EXW) – Seller's Premises. Therefore, should a different delivery term be agreed upon between the parties, the invoiced amount shall be modified accordingly.

The Products shall be supplied at the prices agreed in the Confirmed Order or, should no prices be mentioned in the Confirmed Order, at the prices resulting from the price list of Seller in force when the Order is placed.

5.3 Client shall pay for the Products in accordance with the payments methods and terms provided for in the Confirmed Order or otherwise agreed upon in writing between the parties. In case no payment method and/or term is so agreed, Client shall pay for the Products in advance, by bank transfer, no later than 5 (five) days from the date of the Confirmed Order, and in any case before shipment of such Products. No payment shall be considered as being made by Client until the relative amount has been credited to the bank account of Seller.

Without prejudice to the provisions of this General Conditions, payment shall be made in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); and in the currency of Seller's Confirmed Order.

5.3 If Client is delinquent in its payment obligation, Seller may, upon written notice via email, withhold ongoing and future deliveries until all delinquent amounts and late payment interest are paid. Without prejudice to Seller's other rights, Seller reserves the right to charge interest on any overdue sums at 4% above the statutory interest rate for commercial transactions (or such higher rate stipulated by applicable law) during the period of delay.

5.4 If delinquent amounts and late payment interest remain unpaid 10 (ten) days after aforesaid written notice, then Seller may also, at its option, cumulatively and in addition to any other right or remedy available at law or pursuant to this General Conditions:

- a. request accelerated payment of any and all remaining payments and declare due the total outstanding balance - even if payment by instalment or deferred payment has been agreed upon and/or bills of exchange, promissory notes, cheques or other payment documents have been issued and are falling due;
- b. terminate the Confirmed Order in question and/or any other Confirmed Order not yet executed,
- c. demand return from Client of any Products for which payment has not been made;
- d. definitively withhold any amount received in regard to such sale contract(s) as reimbursement of damage suffered;
- e. offsetting Client's outstanding debt against any and all sums already paid by Client;

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- f. carry out future deliveries of Products on a pre-payment basis only and/or require such reasonable security for payment as Seller may deem reasonable;
- g. cancel discounts and bonuses that may have been agreed between the parties.

5.5 Seller shall be entitled to exercise the rights mentioned in paragraph 5.3 and 5.4 above also in case Client:

- a. is undergoing winding-up, bankruptcy, debt restructuring or enforcement proceedings;
- b. loses, totally or partially, its insurance creditworthiness;
- c. is undergoing financial difficulties capable of hindering the regular fulfilment of its payment obligations, resulting from, by way of example only, missed payment of bills of exchange, promissory notes, cheques or other payment documents, reduction of granted guarantees and/or missed granting of promised guarantees, as well as from any amount resulting unpaid, even though such circumstances have occurred with other suppliers of Client;
- d. in Seller's reasonable opinion it appears that Client is likely to fail to make payment when due under the Confirmed Order or any other contract.

5.6 Client cannot claim any breach of contract by Seller, nor can Client start any lawsuit or action against Seller, until any amount resulting due to Seller under paragraph 5.2, 5.3 and 5.4 above has been paid in full.

6. RETENTION OF TITLE

6.1 Seller shall maintain exclusive ownership over the Products sold until their price has been entirely paid by Client.

6.2 In case of non-fulfilment or late fulfilment of the obligation to pay the price of the Products, without prejudice to the rights under paragraphs 5.3, 5.4, 5.5 and 5.6, Seller shall be entitled to enter the premises where the Products are held, re-possess the Products and withhold, as liquidated damages, any amount already paid by Client.

7. WARRANTY

7.1 Seller warrants that the Products will conform to this General Conditions, to the Confirmed Order and will be free from manufacturing defects and suitable for the use under article 2.2 above. The warranty period is 3 (three) months from the date of delivery of the Products in accordance with clause 4.2 above.

7.2 It is expressly excluded from warranty use, storage and handling of the Products in breach of the conditions applicable with reference to the nature or use of the Products and/or indicated by Seller in these conditions, on the Products and/or in any other way.

7.3 Client shall inspect the Products as soon as possible and shall notify Seller in writing of possible non-conformities or defects with referring to the batch number of such Product, by email, within and no later than the following terms; failing to do so it shall result in the lapse of the warranty and the unenforceability of the warranty rights:

- a. differences in type or quantity with respect to type or quantity agreed as well as other patent non-conformities or defects of the Products: 5 (five) days from the delivery of the Products at the premises of Client;
- b. hidden non-conformities or defects of the Products: 30 (thirty) days from the discovery of the same and, for avoidance of doubt, within the warranty period above, provided that the Products were stored in accordance with storage requirements applicable to the Product.

7.4 Seller will have the right to examine the Products, or samples of the Products, which Client claims to be non-conforming or defective. In this respect, Client shall be entitled to return to Seller the Products that Client considers to be non-conforming or defective only upon Seller's written

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authorization and only on the condition that Client bears all costs and risks for the shipment of the Products. The authorization to return the Products or samples of the purportedly non-conforming or defective Products shall never be interpreted as an acknowledgment of the claimed non-conformities or defects on the part of Seller.

7.5 In case the Products are ascertained by Seller as actually non-conforming or defective, Client shall be entitled only to obtain, at Seller 's option:

- a. replacement of the non-conforming or defective Products at no costs to Client; or
- b. partial or full exemption from payment of their price, by issuance of a credit note or of a reimbursement, depending on the seriousness of the non-conformities or of the defects.

7.6 For the purpose of paragraph 7.5 letter (a), the Products replacing non-conforming or defective Products shall be delivered to Client in accordance with the Incoterms® 2020 ICC rule EXW - premises of Seller. At all events, Seller shall become owner of the Products that have been replaced.

7.7 This warranty is specifically made and limited to Client in respect of the Products delivered to it. The rights and remedies described in paragraphs 7.5 and 7.6 above are the sole warranty rights and remedies granted to Client. To the maximum extent permitted by the applicable law, any other liability and obligation of Seller, which may in any way arise from or in relation to the supply of non-conforming or defective Products - including, but not limited to, compensation for direct or indirect or consequential damages, loss of profits, etc. - is expressly excluded.

7.8 Client acknowledges that plantation and use of seeds may result differently due to various factors directly depending on the actions of Client, such as different environments, climate, techniques timing of cultivation and harvesting. Therefore, Client acknowledges and accepts that Seller makes no representation and/or warranty with reference to the outcome and characteristics any activity carried out on the seed Products.

7.9 The present warranty is in substitution for, and excludes, any other warranty, express or implied, set forth by the law or otherwise.

8. FORCE MAJEURE

8.1 Seller shall not be liable or responsible for failure or delay in performing or fulfilling any obligations undertaken in reference to the supply of Products when such failure or delay is due to the occurrence of an event of force majeure such as Acts of God, wars, fires, earthquakes, floods, outbreaks, epidemic, unfavourable weather conditions, strikes, labor or employment difficulties, shortage of raw materials, restriction on the use of power, acts of public authorities and/or governmental act, legislative acts or measures of any kind or any other event or cause whatsoever, similar or dissimilar, which cannot reasonably be forecast at the date of the relevant Confirmed Order or then provided against and which cannot be overcome by Seller with reasonable diligence.

8.2 In such event, the time for fulfilment of the obligation shall be extended for the period of continuance of such force majeure event.

In the event any of such force majeure event continue for a period longer than 3 (three) months, Client shall have the right to terminate the underlying sale General Conditions, by giving written notice to Seller by registered letter with return receipt or courier, and Seller shall not incur any responsibility or liability whatsoever.

9. APPLICABLE LAW – DISPUTE RESOLUTION

9.1 This General Conditions and all the sale that will occur on the basis on the same will be governed by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980) and, with respect to matters not covered by such Convention, by laws of Malta.

9.2 Any dispute arising out of or in connection with these General Conditions or in connection with

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a sale occurred on the basis on the same shall be settled by arbitration under the Rules of the Milan Chamber of Arbitration (the Rules), via the Simplified Arbitration Procedure, by a sole arbitrator, appointed in accordance with the Rules, which are deemed to be incorporated by reference into this clause. The language to be used in the arbitral proceedings shall be English.

9.3 Without prejudice to the above, Seller reserves itself the unconditional right to initiate legal proceedings under the jurisdiction of Client, before the competent court.

10. MISCELLANEOUS

10.1 This General Conditions shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, but it shall not be transferred or assigned by Client without the prior written consent of Seller. Seller shall have the right to assign the obligations under this General Conditions without Client's consent to an affiliate of Seller , or to a purchaser or other successor to Seller 's assets involved in the manufacture of the Products. Seller may assign or transfer any receivable due to it from Client to any third party without consent from Client, by giving simple notice to the latter.

10.2 Failure of either party to enforce any of the provisions of herein provided or any right with respect thereto or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provision, right or election, nor shall it prevent or prejudice such party from later enforcing or exercising the same or other provisions, rights or elections which it may have hereunder.

10.3 This General Conditions and the Confirmed Order represent the entire agreement between the parties in relation to the provisions herein agreed upon and supersede all prior agreements, understandings, communications and warranties, whether oral or written, between the parties. No additions, modifications or amendments to any of the terms of this General Conditions and/or of each Confirmed Order shall be valid unless agreed upon in writing and signed by the other party.

For acceptance, the Client

COMPANY NAME

REGISTERED OFFICE

VAT n. / Tax id. N.

Legal representative

_____, __/__/20__

CLIENT

(stamp and signature)