

1. Scope of Application

- 1.1 We conclude contracts with entrepreneurs (within the meaning of §§ 310 para. 1, 14 German Civil Code (BGB)) including but not limited to farmers, legal entities under public law and special funds under public law for the supply of goods and the provision of services by us only on the basis of our General Terms and Conditions of Sale (hereinafter "GTCS") as amended from time to time.
- 1.2 Our GTCS also apply to future contracts entered into under the current business relationship with our customer. Our GTCS are at any time available on the internet for retrieval and download by the customer at <https://www.dsv-seeds.com/terms-and-conditions>. We will also send the GTCS to the customer free of charge at any time on the customer's request.
- 1.3 Any general terms and conditions of the customer are hereby rejected. We shall not be bound by any conflicting, deviating, supplementary or unilateral terms and conditions of business of the customer, even if we do not expressly reject them or provide or accept deliveries or services without reservation, even if they are incorporated in the customer's order, unless we have expressly agreed to their application in writing in an individual case.

2. Incorporation of the ISF Rules

- 2.1 The "International Seed Federation Rules and Usages for the Trade in Seeds for Sowing Purposes" (hereinafter referred to as the "ISF Rules") standardise recognised trade practices and customary clauses in our business with our customers, which are observed as authoritative rules by the trade partners involved.
- 2.2 The ISF Rules in the current version at the time of conclusion of the contract shall apply in addition to these GTCS to all contracts with our customers, unless they are expressly excluded in individual cases. The current version of the ISF Rules can be found at <https://worldseed.org/our-work/trade-rules/>.
- 2.3 In the event of any contradictions or ambiguities between the respective individual contract, the GTCS and the ISF Rules, the respective individual contract shall take precedence over the GTCS and the ISF Rules. The GTCS shall take precedence over the ISF Rules.

3. Conclusion of Contract

- 3.1 If the customer's order is preceded by our offer, the contract is concluded upon receipt of the respective DSV Sales-Contract by the customer. If the customer submits an offer to us or if the purchase contract sent by the customer deviates from our offer, the contract is only concluded upon receipt of our written confirmation.

4. Customer's Financial Situation

- 4.1 All invoices become due and payable if we become aware of a significant deterioration in the customer's financial situation after conclusion of the contract or if our customer provides incorrect or incomplete information about his creditworthiness or fails to provide such information despite being requested to do so. Furthermore, we may exercise our security rights and make outstanding deliveries or services dependent on the provision of appropriate security or payment concurrently with delivery or service. If the customer refuses to do so, we may - to the extent required by law after the fruitless expiry of a reasonable period - withdraw from the contract if we have not yet provided our performance, without the customer being able to derive any rights from this
- 4.2 We reserve the right to use payments to settle the oldest invoice items due, including the interest and costs incurred, in the following order: costs, interest, principal claim.

5. Terms of Delivery

- 5.1 If a trade term has been agreed, this shall be understood in accordance with the Incoterms of the International Chamber of Commerce (ICC) applicable at the time of conclusion of the purchase contract. Unless otherwise agreed, the delivery term ex works (Incoterms 2020) shall apply from the place specified in the purchase contract.

6. Delivery Times and Deadlines; Default of Acceptance

- 6.1 Fix deadlines require our written confirmation. Partial deliveries in reasonable quantities are admissible.
- 6.2 Delivery shall have the meaning according to the agreed Incoterms. Unless otherwise expressly agreed, delivery shall not mean the arrival of the goods at the customer's place of business. Delivery times are valid as of the conclusion of the contract. They are based on our best discretion, but - unless otherwise agreed in writing - are not binding in any way.
- 6.3 If the customer is in default of acceptance, fails to co-operate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs).
- 6.4 Any grace period to be granted to us must be at least three weeks.

7. Reservation of Self-Delivery

- 7.1 If and to the extent that we are unable to make deliveries because we are not supplied by our own suppliers, or not supplied in sufficient quantity, or supplied with defects, although we have concluded congruent covering transactions, we shall be released from our obligation to perform and may withdraw from the respective contract concerned. Our customer may, however, demand the delivery of the defect-free quantity available at the agreed delivery date. We shall inform our customer of this. We shall reimburse our customer for any counter-performance already rendered. Our customer shall not be entitled to any further claims in such a case.
- 7.2 The same shall apply if the farmers or contractors commissioned by us do not deliver the seed to us, or do not deliver it in sufficient quantity or in poor quality.

8. Retention of Title

- 8.1 The following provisions on retention of title do not in any way effect the customer's obligation to pay the agreed purchase price on the agreed payment dates.
- 8.2 We reserve title to the delivered goods by us ("reserved goods") until full settlement of our claims against the customer ("secured claims"). Secured claims are all present and future claims arising from the business relationship with the customer, including any current account balance claims. All subsequent provisions of this section 8 must always be read in conjunction with sections 8.1 and 8.2.
- 8.3 The customer is obliged to carefully keep the reserved goods, to maintain and repair them at the customer's expense and to take out at the customer's expense a new value insurance policy to the extent usually applicable in the case of a diligent businessman to insure the goods against loss and damage, and to provide us upon request with evidence demonstrating such insurance cover without undue delay by submission of a written confirmation by the insurer. The customer hereby assigns to us any future claims to insurance benefits and we accept this assignment.
- 8.4 If the reserved goods are processed, combined, mixed or blended with other goods not belonging to us, we shall be entitled to the resulting co-ownership share in the new item in the ratio of the value of the reserved goods to the other processed goods at the time of processing, combining, mixing or blending. If the customer acquires sole ownership of the new item, we and the customer agree that the customer shall grant us co-ownership of the new item in proportion to the value of the processed or combined, mixed or blended goods subject to retention of title and shall store it for us free of charge.
- 8.5 The customer may only resell the reserved goods in the ordinary course of business or use them for sowing for as long as the customer is not in default of payment.
- 8.6 All claims of the customer arising from a resale of the reserved goods are assigned to us at the time of conclusion of the contract in the amount of the secured claims to secure all our claims arising from the business relationship with the customer. We hereby accept this assignment. The customer is authorised to collect these claims for our account until revoked by us. Our right to collect the claims ourselves remains unaffected. However, we undertake not to collect the claims as long as the customer duly fulfils his payment and other obligations. The assignment is made solely to secure our claims against the customer. In particular, we are not obliged to collect the claims ourselves, but may continue to claim payment of the purchase price from the customer.
- 8.7 The customer must inform us immediately of any enforcement measures taken by third parties against the reserved goods or the claims assigned to us or other securities, providing the information necessary for an intervention; this also applies to impairments of any other kind. If the third party is unable to reimburse us for the

court or out-of-court costs incurred in this connection, the customer shall be liable for such costs.

8.8 We undertake to release the security to which we are entitled according to the preceding provisions at the customer's request to the extent that the value which can be realised from the security exceeds 110%, or the estimated value of the goods subject to retention of title exceeds 150% of the claims to be secured. It is our responsibility to choose the goods which have to be released. The realisable value is the value which can be obtained from the realisation of the reserved goods at the time of our decision on the request for release in the case of a (hypothetical) insolvency of the customer. The estimated value is the market price of the reserved goods at the aforesaid point in time.

8.9 If and to the extent that the retention of title should be ineffective according to the foreign law of the country where the goods subject to retention of title are located, the customer will be obliged to provide equivalent security upon our request. If the customer fails to comply with such request, we may claim immediate payment of all outstanding invoices.

9. Certificates

Any official seed testing report submitted prior to or in connection with the shipment shall be final for both the seller and the buyer in accordance with ISF Rules, Section XXVI, Quality Control, Article 66, including but not limited to the date. Certificates such as an ISTA Orange International Seed Lot Certificate issued by an accredited ISTA laboratory or national certificates, e.g. from a German, Danish or Dutch seed certification agency, are considered official seed testing reports.

10. Quality of the Goods, Warranty

10.1 If the delivered goods are defective, the reciprocal claims, rights and objections between us and the customer shall be governed by the statutory provisions with the following deviations:

10.2 If the customer is entitled to subsequent fulfilment, we shall be entitled to choose between rectification and subsequent delivery.

10.3 We shall only bear expenses in connection with subsequent performance insofar as they are reasonable in the individual case, in particular in relation to the purchase price of the goods. The costs of a subsequent performance (including the expenses required for this in the sense of § 439 para. 2 and 3 German Civil Code (BGB)) are disproportionate in the sense of § 439 para. 4 German Civil Code (BGB) in any case if they exceed one and a half times the purchase price of the defective goods.

10.4 Claims for damages of the customer due to defects in the delivery or service shall be subject to the conditions stated in section 11. Claims of the customer arising from guarantees assumed by us shall remain unaffected.

10.5 The statutory obligations to inspect and give notice of defects pursuant to § 377 German Commercial Code (HGB) shall apply. Any sample approvals by our customer, including but not limited to sales by sample under Specific Rules Part B Section I. of the ISF Rules, do not release the customer from its obligations to inspect and give notice of defects and do not restrict these obligations.

10.6 Transport damages must be reported to the respective transport company immediately by the customer.

11. Liability

11.1 Liability for claims for damages is limited in accordance with the ISF Rules.

11.2 Insofar as the ISF Rules do not contain any limitation of liability, claims for damages by the customer, regardless of the legal grounds, as well as claims for reimbursement of futile expenses are excluded, unless the cause of the damage is based either on an wilful or grossly negligent breach of duty or on an at least negligent breach of a contractual duty, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer has relied and may have relied and the culpable non-fulfilment of which jeopardises the achievement of the purpose of the contract (essential contractual duty).

11.3 As far as the damage is caused by a grossly negligent breach of duty or by an at least negligent breach of a fundamental contractual duty, the amount of our liability is limited to the purchase price for the concerned delivered goods and we shall also not be liable for consequential damages. Consequential damages are damages which do not occur on the infringed legally protected right itself but on other rights of the damaged party, such as loss of use, loss of profit and other pure financial damages.

11.4 The above limitations of liability according to sections 11.1 to 11.3 also apply to the personal liability of our employees, representatives and bodies as well as to our vicarious agents.

11.5 The limitations of liability according to sections 11.1 to 11.4 do not apply to damages resulting from injury to life, limb, health or freedom, nor to liability under the German Product Liability Act (Produkthaftungsgesetz) nor to the extent that we have given a guarantee by way of exception.

12. Intellectual Property, Use of the Seed

12.1 We reserve all rights to all illustrations, drawings, samples, brochures, calculations and other documents, including copyrights, labelling rights, company rights and rights to know-how. They may not be made accessible to third parties, reproduced, distributed or used in any other way by our customer without our express written authorisation, and in particular may not be reproduced, copied, opened or disassembled (reverse engineering). This applies in particular to documents that are labelled as 'confidential'.

12.2 The customer may not use the seeds for the production of propagating material without our prior written consent. Conflicting provisions of the German Plant Variety Protection Act (Sortenschutzgesetz) and the European Plant Variety Protection Regulation remain unaffected.

13. Proof of Export, Export Licence, Confirmation of Receipt, Export, Reimport

13.1 The sale, resale and disposition of the Supplies and any related technology or documentation may be subject to German, UK, EU, US export control laws and, where applicable, the export control laws of other countries. By placing an order, the customer declares that the customer complies with the aforementioned laws and regulations and ensures that the deliveries and services are not directly or indirectly delivered to countries where the import of these goods is restricted or prohibited, nor to restricted persons or persons who use or may use the deliveries and services for military purposes, NBC weapons or nuclear technology. The customer declares that it will obtain all necessary licences for the export or import.

13.2 For each tax-free delivery of goods from Germany to another EU member state, our customer is obliged to provide us upon request with proof of the actual arrival of the goods (confirmation of receipt). The proof shall be provided on a form provided by us. If this proof is not provided, our customer shall pay the VAT rate applicable to deliveries within the Federal Republic of Germany in relation to the previous (net) invoice amount.

13.3 Goods intended for export to territories outside the common market of the European Economic Community must be exported by our customer. The customer may not re-import goods exported to these territories into the territory of the common market.

13.4 The customer shall indemnify us for any breach of this clause, including fines or third party claims.

14. Confidentiality

14.1 "Confidential information" means all business secrets and business or technical information (including features that can be derived from any objects, documents or software handed over as well as other knowledge or experience) made accessible by us, irrespective of whether they are labelled as confidential or not.

14.2 Confidential information shall be kept secret from third parties as long as and to the extent that it is not demonstrably publicly known or has been designated by us for disclosure by the customer. It may only be made available in the customer's own company to those persons who must necessarily be involved in its use and who are also obliged to maintain confidentiality; it shall remain our exclusive property. Confidential information may not be reproduced or used commercially without our written consent.

14.3 The customer shall inform us immediately if it becomes aware that Confidential Information has been disclosed in breach of these provisions. In this case, the customer shall use its best endeavours to ensure that such disclosed Confidential Information is not disclosed/used by the unauthorised recipient and is deleted.

15. Data Protection

15.1 Both we and the customer are obliged to collect and process the personal data collected in connection with the conclusion and performance of the contract only in accordance with the statutory provisions.

- 15.2 For details, we refer to our privacy policy, which the customer can download from our website <https://www.dsv-seeds.com/footer/privacy-policy>.

16. Prohibition of Set-off, Rights of Retention

- 16.1 The customer may only offset against our claims if his counterclaim is undisputed, has been recognised by us or has been legally established or is ready for a decision or his claim arises from the same contractual relationship from which we derive our claim.
- 16.2 The same shall apply to the assertion of a right to refuse performance or a right of retention.
- 16.3 The customer may only assert a right of retention if we have not provided adequate security despite the customer's written request.

17. Miscellaneous

- 17.1 The place of fulfilment is our registered office in Lippstadt, Germany.
- 17.2 All disputes arising in connection with the respective purchase contract or its validity shall be settled by arbitration in accordance with the ISF Rules, Section XXXII Dispute Resolution (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, under exclusion of recourse to the ordinary courts of law. The place of arbitration shall be Lippstadt, Germany.
- 17.3 The law of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG, UN Sales Convention) is excluded.
- 17.4 Amendments or supplements to these GTCS must be made in writing. This also applies to the waiver of this written form requirement or any deviation from it.
- 17.5 If individual provisions of these GTCS are or become invalid in whole or in part, this shall not affect the validity of the remaining provisions or remaining parts of such clauses. The invalid clause shall be replaced by a provision that comes as close as possible to the purpose of this clause and is effective.

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