

General Conditions of Sale and Delivery of HILD samen gmbh (GCSDs)

1. General provisions

1.1

The following terms and conditions shall apply to all offers, deliveries and associated legal transactions of HILD samen gmbh ("Seller" or "we" or "us"). Any previous terms and conditions shall thereby lose their validity. Any agreements with representatives shall in any event require to our confirmation.

1.2

The GCSDs shall be acknowledged by the Purchaser at the latest upon accepting the first delivery, and apply to the entire duration of the business relationship, as well as to any future offers and agreements. This shall not apply if the Purchaser had no opportunity, by the time it concluded the agreement for the first time, to take note of the content of the GCSDs.

1.3

Any amendments to the GCSDs shall be made known to the contractual partner in text form. The amendments are deemed to have been approved if the contractual partner does not object to them within six weeks of their being announced in text form. The User shall in particular point out to the contractual partner the legal consequences, when announcing the amendments.

1.4

Our General Conditions of Sale and Delivery shall apply exclusively. We do not acknowledge any terms and conditions of the Purchaser, or any other agreements such as warranties, amendments and ancillary agreements, which differ from the GCSDs, unless we expressly agree to the terms and conditions or agreements concerned in text form.

1.5

Should any legal transactions be entered into verbally or by telephone, subject to confirmation in writing or in text form, the content of the letter of confirmation shall be deemed to have been agreed if the recipient does not immediately object to it. Reference is made to this legal consequence in the letter of confirmation.

1.6

All offers and prices of the Seller are subject to change without notice, and only constitute a request to submit an offer to purchase.

1.7

All recommendations on crop management, as well as all descriptions of varieties and their properties, are based on previous empirical findings from average sites. They are examples, and cannot be assumed as being binding. All data specified constitute average values, and are only compiled for the purposes of comparison. Depending upon the growing region, sowing/planting time, weather conditions, soil and any other developmental factors, it may, in practice, vary considerably. Illustrations show individual items under quite specific production conditions. No assured properties can be derived from them.

2. Delivery and delivery dates

2.1

Should a delivery date or delivery deadline be agreed, the Purchaser shall be required

to inform the Seller, without the necessity of a reminder - unless any deviating agreement has been reached in writing - to which site the delivery is to be made, at least five working days prior to the date or commencement of the deadline ("shipment authorisation"). Should the shipment authorisation not be received in good time, if the Seller has set the Purchaser a grace period of at least three working days, and has also not received a shipment authorisation within such grace period, it may withdraw from the contract and demand compensation for damage in lieu of the service. Delivery dates and delivery deadlines shall be extended by the duration of the grace period. The same applies in regard to the portion not authorised if, contrary to the agreement entered into, the shipment authorisation only concerns a portion of the delivery.

2.2

Where the delivery deadline is only determined by the date on which the shipment authorisation is received by the Seller, in case of doubt prompt delivery in accordance with Clause 2.3 shall be deemed to have been agreed.

2.3

Where nothing to the contrary has been agreed, delivery shall be made in accordance with the following definitions:

- "Immediately" shall mean within five (5) working days;
- "Promptly" shall mean within ten (10) working days;
- "In good time for sowing" shall mean at the earliest within five (5) working days of receipt of the shipment authorisation;
- "Beginning of a month" shall mean from the 1st to the 10th day, inclusive;
- "Middle of a month" shall mean from the 11th to the 20th day, inclusive;
- "End of a month" shall mean from the 21st day until the end of the month.

The day of dispatch shall be deemed the day of delivery.

2.5

When agreeing upon an approximate delivery, a deviation from the quantity to be delivered of up to five per cent of the quantity specified in the agreement shall be deemed contractual. In the event of such a deviation, the total purchase price to be paid shall be calculated in accordance with the difference in quantity.

2.6

The Purchaser shall be obliged to accept partial deliveries, unless that is unreasonable for it in the individual case.

2.7

Should the Seller fail to deliver in good time, the Purchaser shall be required to set it a grace period of at least five working days to fulfil the contract.

For deliveries within the grace period, Clause 2.6 shall apply accordingly. Should the Seller fail to deliver within the grace period, or not deliver as contractually agreed, the Purchaser may withdraw from the contract, and, if the breach of duty is the Seller's fault, request compensation for damage in lieu of fulfilment.

2.8

Should the Seller only have made a partial delivery, in spite of a reasonable deadline having been set for subsequent fulfilment,

the third sentence of Clause 2.7 shall apply analogously in regard to the partial delivery not made. The Purchaser may, however, only withdraw from the contract entirely and demand compensation for damage in lieu of fulfilment if it has no interest in the partial delivery.

2.9

The Purchaser may not withdraw from the contract and demand compensation for damage in lieu of fulfilment if the Seller has delivered five per cent less than the quantity specified in the agreement. To that extent, any breach of duty on the part of the Seller is irrelevant. In the case of an approximate delivery in accordance with Clause 2.5, if the Seller has delivered ten per cent less than the approximate quantity specified in the agreement sentence 1 shall apply. The remaining statutory warranty claims shall not be affected thereby.

2.10

All sales are conditionally upon the possibility to deliver. The Seller does not, in this respect, accept the respective procurement risk. There is no obligation on the part of the Seller to deliver if it is impossible for the Seller to deliver the goods on either legal or factual grounds. This is, in particular, the case if

- the preliminary supplier with which the Seller has concluded a legal transaction to fulfil its delivery obligation vis-à-vis the Purchaser fails to comply with its obligation to deliver to the Seller correctly and in good time;
- the competent supervisory authority fails to grant the delivery its approval;
- delivery based on proprietary propagation is expressly or tacitly agreed, and stocks of the self-propagated goods have been depleted.

Any obligation on the part of the Seller to pay compensation for damage due to non-delivery is, in such cases, determined in accordance with Clause 2.8.

3. Shipping

3.1

The Seller reserves the right to choose the shipment route and mode of shipment in accordance with the applicable Incoterms. Any additional costs incurred through special shipping requests on the part of the Purchaser shall be borne by the Purchaser.

3.2

The risk of destruction, loss or damage of the deliveries shall pass to the Purchaser upon shipment of them, or, in the event of collection by the Purchaser, upon their being handed over to the Purchaser.

3.3

The deliveries are only insured against damage in transit, including frost damage and delays in transportation, at the Purchaser's express request, and at its expense. Any additional costs for express shipping shall be borne by the Purchaser.

4. Handling the seeds

4.1

Seeds that are usually dressed, or used after being treated in any other way, shall be delivered dressed or otherwise treated, unless anything to the contrary has been agreed.

4.2

Should the Purchaser assert a deficiency in the goods delivered following an – initial or additional – dressing or any other treatment undertaken by it or on its behalf, it shall be required to prove, by means of suitable evidence, that the deficiency already existed prior to the dressing undertaken by it or the third party – whether for the first time or additionally. In particular any reproduction sample obtained prior to the dressing, in accordance with Clause 8.3, would come into consideration as suitable evidence.

4.3

If treated seeds are transported or stored, mechanical stress is to be avoided. In particular, packages containing treated seeds may not be thrown or dropped. The treated seeds shall be shipped and stored in cool and dry conditions, well ventilated and free of any vibration.

5. Payment

5.1

The place of fulfilment for payments is the Seller's place of business.

5.2

Should nothing to the contrary have been agreed, the payment shall be due without any deduction directly upon receiving the seeds and the invoice, and payment is to be made within 14 days of receipt of the invoice.

5.3

Bills of exchange are not accepted. Cheques are, in any case, only accepted on account of payment, so that the purchase price receivable only ceases to exist upon the amount specified on the cheque being paid, and only in that amount. In the case of a basic SEPA direct debit mandate, the amount of the invoice will always be debited on a Friday, at least 10 days after invoicing.

5.4

Should the Seller become aware of a significant deterioration in the Purchaser's financial circumstances or ability to pay, the Seller shall be authorised to demand immediate payment of all receivables arising from the business relationship, including any deferred receivables, as well as any arising from bills of exchange, and make any further deliveries dependent upon advance payment or the provision of collateral security. Should a deadline be set for such an advance payment, the Seller shall be entitled, once the deadline has expired fruitlessly, to withdraw from the contract and demand compensation for damage in lieu of fulfilment.

5.5

Offsetting any claims of the Purchaser against any receivables of the Seller shall only be permissible in the case of undisputed counterclaims or counterclaims which have been established with legal finality. The assertion of any rights of retention by the Purchaser that are not based on the same contractual relationship is excluded. The Seller shall also be entitled to assert a right of retention if the Purchaser is in arrears with payments in regard to other deliveries.

5.6

The right to stipulate delivery in return for advance payment – in particular with new customers – is reserved. In the event of late

payment, the statutory default interest will be charged.

6. Quality agreement; genetically modified sowings

6.1

Subject to any further agreement in the individual case, only the following shall be deemed agreed properties of the seeds in accordance with Sec. 434(1) sentence (1) German Civil Code (*BGB*):

1.

The seeds are recognised genuine varieties and strains, derived from true breeding.

2.

Seeds produced in Germany fulfil the requirements laid down in Appendix 3 to the German Ordinance on Marketing Seeds of Agricultural Varieties and Vegetable Seeds of 21 January 1986, as amended. Seeds produced in other countries correspond to the requirements of the respective European seed directive.

6.2

The HILD and NUNHEMS varieties, of which seeds are supplied, are grown standard varieties, which have been cultivated using traditional methods of cultivation, in other words without the use of methods of genetic engineering, from genetically unmodified parent components. To the best of our knowledge, this is also true of all the varieties of other growers listed in our catalogue. We can, however, not provide any guarantee in regard to the latter. This is not a contractually agreed property. The methods used when cultivating and preserving such varieties were aimed at avoiding divergent types, including genetically modified organisms.

Methods which are aimed at avoiding the accidental existence of genetically modified organisms (GMOs) have been used when producing these seeds. The seeds are frequently propagated in an open field, under natural conditions, with airborne pollen. It is therefore not possible to fully exclude the accidental existence of GMOs, or ensure that the seeds supplied are free of any traces of GMOs.

6.3

Unless anything to the contrary has been agreed, the following applies: the Seller shall deliver seeds for growing plants. The seeds supplied are not intended to be consumed by either human beings or animals in either the processed or unprocessed state. Any plants which may grow from the seeds supplied by us may only be used as food and/or animal feed once they have been fully separated from the seed body supplied as seeds. The seeds supplied may in particular not be used to produce sprouts in the case of which the sprout and seed are consumed as a single unit.

6.4

The Seller shall not be liable for substances not relevant under seed law and/or micro-organisms which are to be found on or in the seed grains supplied, or for stock with seeds of other kinds and/or varieties not relevant under seed law.

We are also not aware of which substances irrelevant under seed law are to be found in the plants or plant parts produced from the

latter, or the level at which such substances are to be found. It is therefore exclusively up to the Customer to assume professional and legal responsibility for the latter.

7. Notification of Defects

7.1

Should the Purchaser be a merchant, it is required to examine the seeds without delay, at the latest within two working days from their being handed over. Should the seeds have been purchased in sealed containers for re-sale purposes, the obligation to examine them shall only exist if the container is unsealed or if there are any signs, e.g. on the packaging, that indicate a defect in the seeds.

7.2

Should the Purchaser be a merchant, it shall be required to notify to the Seller any obvious defects in the seeds without delay, at the latest within three working days of their being handed over. Any defects that are not obvious are likewise to be notified by the Purchaser who is a merchant without delay, at the latest within two working days of such defect becoming known. What is pertinent is when the Seller receives the notification of defect. The Seller may require the Purchaser to notify the defect in text form, which results in the deadlines mentioned in sentences 1 and 2 being extended to five working days, in this respect the receipt of the complaint by the Seller is relevant.

7.3

Should the Purchaser in fact be an entrepreneur, but not a merchant, the deadlines mentioned in Clauses 7.1 and 7.2 shall be extended by two respective working days.

8. Samples, taking samples, obtaining an expert opinion

8.1

Should the Purchaser wish to be given a sample in advance, the Seller is to take the samples from the respective batch in accordance with its own internal business regulations, and shall, if necessary, arrange for the desired examinations. With such samples, and/or findings obtained from such samples, the Seller does not, however, provide any warranty that the sample will match all parts from the batch from which the sample is taken. This is due to the potentially very small measurements, in particular in regard to matters concerning substances contained in the sample seeds. Should it accordingly be relevant, the Purchaser will therefore need to draw a sample from any delivery itself prior to any further use, and examine it or have it examined.

8.2

Should the Purchaser discover a defect that it wishes to rely on after delivery, it shall be required to have an average sample taken from the delivery in accordance with Clause 8.3 without delay, as long as seeds are still available. It is not necessary to take an average sample if the Seller has acknowledged the defect.

8.3

The average sample needs to be taken and formed by a person appointed or obliged for this purpose by a Chamber of Agriculture, a Chamber of Commerce and Industry or a competent authority in line with the

Sampling Regulations of the Association of German Agricultural Investigation and Research Institutions (VDLUFA)). Three equal partial samples are to be formed from the average sample. One partial sample is to be sent in to one of the seed testing laboratories for the purpose of investigation without delay, the second partial sample is to be sent to the Seller, and the third partial sample is to remain with the Purchaser. Should one of the parties question the findings of the seed testing laboratory called upon, the partial sample that has remained in the possession of such party is to be forwarded for investigation without delay to another seed testing laboratory, not yet involved in the investigation, which is appointed by the competent seed recognition authority having jurisdiction for the Purchaser under state law. The findings of the second seed testing laboratory shall, if they match the findings of the first seed testing laboratory, be binding upon both parties. Should the findings not match, the partial sample that still remains is to be forwarded for investigation to another seed testing laboratory, not yet involved in the investigation, which is, in turn, appointed by the competent seed recognition authority having jurisdiction for the Purchaser under state law. The findings of the third seed testing laboratory shall be binding upon both parties if they match the findings of one of the seed testing laboratories previously involved. Should no such match exist, the average value from the three investigations shall be taken as the result ascertained. The Purchaser shall be at liberty to take legal action in regard to the findings of the seed testing laboratories.

8.4

Should no more seeds exist, and should the Seller of the seeds not immediately acknowledge a notice of defects issued by the Purchaser, an inspection of the growth is to be undertaken by a suitable expert without delay, to which the Seller and Purchaser are to be invited. The expert should be appointed by the competent seed testing laboratory in whose area the inspection is supposed to take place, in accordance with state law. The aim of the inspection by the expert is to ascertain the facts and find out the potential causes of the defect in quality. This provision shall not apply if the seeds have been purchased for the purpose of resale. The Purchaser shall be at liberty to take legal action against the expert's findings.

9. Claims for defects and liability

9.1

The Seller shall only be obliged to pay compensation for damage due to breach of duty in the event of intent or gross negligence, unless the Seller causes injury to life, the body or the health of the Purchaser or in the case of a cardinal contractual obligation being infringed by the Seller, the fulfilment of which is indispensable for achieving the contractual purpose.

9.2

Only the quality described in the product descriptions, specifications and labels of the Seller is considered a contractually agreed property of the goods. The Seller shall not be liable for any public statements by third parties on properties of the seeds, in particular in the advertising or when labelling the goods.

9.3

In the case of defects in quality for which the Seller is liable, it shall, at its option, either carry out subsequent improvement or provide a substitute delivery. Only if the subsequent improvement or substitute delivery have failed may the Purchaser reduce the invoice or withdraw from the contract, and, if the Seller is responsible for intent or gross negligence, demand compensation for damage in lieu of the delivery. Sentence 2 shall not apply if the existence of the defect in quality constitutes an infringement of a cardinal contractual obligation, and the fulfilment of such contractual obligation is indispensable for achieving the contractual purpose.

9.4

Claims for defects shall become statute-barred, in the case of Sec. 438(1)(3) German Civil Code (BGB) applying, one year after commencement of the statutory period of limitation.

Claims for defects and any claims due to breaches of duty which do not concern either defects in quality or defects in title shall become statute-barred one year after the passing of risk of the seeds. The latter shall not apply in the cases falling under Sec. 309(7)(a) and (b) German Civil Code (BGB). Sec. 438(3) German Civil Code (BGB) shall not be affected thereby.

9.5

Claims for compensation for damage on the part of the Purchaser due to lost profits are excluded. This shall not apply if the claims are based on an intentional or grossly negligent breach of duty on the part of the Seller or on an intentional or grossly negligent breach of duty on the part of a legal representative or an intentional breach of duty on the part of a vicarious agent of the Seller.

9.6

Claims for compensation for damage due to negligent infringement of cardinal contractual obligations or grossly negligent breach of duty on the part of ordinary vicarious agents shall be limited to the contractually typical foreseeable damage.

9.7

To the extent that liability is excluded or limited, this shall also apply to liability in the case of breaches of duty by employees, staff, representatives and vicarious agents of the Seller.

10. Obligation to reduce the damage

The Purchaser shall be required to take all reasonable steps that are suited to reduce the damage. If the damage could have been averted or reduced, had the defect been notified as soon as it was recognised, this is also to be taken into consideration when assessing the compensation for damage.

11. Reservations of ownership, transfer of ownership by way of security

11.1

All goods delivered by the Seller to the Purchaser shall remain the property of the Seller until such time as all claims arising from the business relationship with the Purchaser have been settled (goods subject to retention of title). The latter shall also apply if individual claims or all claims of the Seller have been included in an open account and the account balance has been

established and acknowledged. This shall also apply to any claims based on cheques and bills of exchange that have arisen in connection with the business relationship.

11.2

The Purchaser shall not acquire ownership through any treatment or processing of the goods subject to retention of title in accordance with Clause 12.1, as it undertakes the latter on behalf of the Seller, without any resulting obligations arising for the Seller. The Seller's property subject to retention of title shall thus extend to the products arising through processing. Should the goods be processed, connected, mixed or blended with other goods not belonging to the Seller, the Seller shall be entitled to the resulting co-ownership share in the new item in the proportion of the value of the goods subject to retention of title to the remaining goods processed as at the date of processing, connection, mixing or blending. Should the Purchaser acquire sole ownership in the new item, the Seller and the Purchaser agree that the Purchaser shall grant the Seller co-ownership in the new item in the proportion of the value of the processed or connected, mixed or blended goods subject to retention of title to the new item, and keep it safe on behalf of the Seller free of charge.

11.3

The Purchaser may only sell on the goods subject to retention of title within the context of its regular business operations or use them for sowing.

11.4

The growth from the seeds supplied by the Seller is, upon the latter being separated from the ground and soil, assigned to the Seller by way of security until such time as all claims arising from the business relationship have been met in full, and shall be kept by the Seller free of charge.

11.5

Any claims on the part of the Purchaser arising from resale of the goods subject to retention of title are, as at the date of the contract being concluded, to be assigned to the Seller as collateral for any claims on the part of the Seller arising from the business relationship. Should goods subject to retention of title be sold together with other items for an overall price, the assignment shall be limited to the *pro rata* amount of the Seller's invoice for the co-sold goods subject to retention of title. The Purchaser shall be entitled to collect such claims on account of the Seller until the Seller revokes its entitlement to do so. The Seller's authorisation to collect the receivables itself shall not be affected thereby. The Seller undertakes, however, not to collect the receivables as long as the Purchaser duly complies with its payment obligations and any other obligations.

11.6

The Purchaser shall be obliged to store the goods subject to retention of title carefully and insure them appropriately at its own expense, in so far as that is usual, and notify the Seller of any insurance claim without delay. To that extent, any claims arising from the insurance contract are to be assigned in advance to the Seller, and in fact until such time as all receivables arising from the business relationship have been settled in full.

11.7

Should it appear to the Seller that the settlement of its claims is jeopardised, the Purchaser shall, upon request, inform its customers about the assignment and provide the Seller with all the information and documents necessary. The Purchaser is to inform the Seller about any access to the goods subject to retention of title by third parties and any claims assigned without delay.

11.8

Should the value of the collateral that the Seller is entitled to assert exceed the claims of the Seller against the Purchaser to be collateralised by over 20%, the Seller shall, to that extent, be obliged, at the Purchaser's request, to release the collateral. The collateral to be released is to be chosen by the Seller.

12. Use of the seeds

12.1

The Purchaser undertakes only to use the seeds for their intended purpose. The Purchaser may in particular not use the seeds to produce propagation material without the prior written consent of the respective holder of the plant variety protection rights, which the holder of such rights may grant at its absolute discretion. Any provisions of the German Act on Plant Variety Protection and the European Plant Variety Protection Regulations, in particular in regard to the so-called farmer's privilege to replicate varieties in his or her own business, shall not be affected thereby. The export of seeds to a country that does not protect varieties of the kind to which the seeds belong is prohibited without the Seller's prior written consent. Upon the seeds being resold, the Purchaser shall be required to effectively impose upon its customers the prohibitions listed in this clause.

12.2

Unless anything to the contrary has expressly been agreed, the seeds concerned supplied by the Seller may only be used by the Purchaser for cultivating end products (e.g. vegetables) and/or other ready-made products (e.g. seedlings) at the Purchaser's business.

12.3

The Seller shall be entitled to access the Purchaser's business or the grounds subject to its power of disposal, where the seeds supplied by the Seller and/or the plants that have grown from such seeds are to be found, and inspect and/or assess this material. The Seller shall inform the Purchaser about the scheduled visit in good time.

12.4

The finished product, which originates from seeds supplied to the Purchaser, may only be sold by the Purchaser under the variety names registered by the Seller.

12.5

Should the Seller find a mutant or a variety essentially derived from the original variety in a protected variety, it must notify the holder of the plant variety protection rights about it by recorded delivery letter without delay. Upon the written request of the holder of the plant variety protection rights, the Purchaser shall provide the holder of the plant variety protection rights with test

material from the mutant within two months of receiving such a request.

12.6

The Purchaser is aware that the holder of the plant variety protection rights is also entitled to any mutants or varieties essentially derived from the original protected variety.

12.7

Should the Purchaser infringe an obligation in accordance with Clause 12.1 or 12.2., it shall, at the request of the Seller or the holder of the plant variety protection rights, be required to pay the holder of the plant variety protection rights a contractual penalty in the amount of three times the purchase price of the seeds. The Purchaser's obligation to make payment of any further compensation for damage shall not be affected thereby.

13. Disputes

13.1

Should the parties to the purchase agreement be merchants, any disputes arising from or in connection with the purchase agreement shall, at the Plaintiff's option, be decided by either the Southern German Arbitration Court for Disputes concerning Seeds and Protection of Plant Varieties or an ordinary court of law. The Southern German Arbitration Court for Disputes concerning Seeds and Protection of Plant Varieties is made known on the website of the Federal Association of German Plant Growers, the *Bundesverbandes Deutscher Pflanzenzüchter e.V. (BDP)*.

13.2

The arbitration proceedings are regulated in accordance with the rules of arbitration and procedural rules of the Southern German Arbitration Court for Disputes concerning Seeds and Protection of Plant Varieties. The language of the arbitration proceedings shall be German. The applicable substantive law shall be German law.

13.3

Should the Plaintiff select ordinary jurisdiction, the place of jurisdiction shall, if the Purchaser is a merchant or has no general place of jurisdiction within Germany, be Marbach am Neckar. The Seller shall, moreover, be entitled to assert its claims at the Purchaser's general place of jurisdiction.

13.4

Exclusively German law shall apply, subject to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.5

Alternative settlement of the dispute pursuant to Art.14(1) of Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR) und Sec. 36 of the German Consumer Dispute Resolution Act (VSBG): the European Commission provides a platform for online dispute resolution, which can be found at the following link: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=DE>. We are neither obliged nor prepared to participate in dispute resolution

proceedings before a consumer arbitration board.

14. Export Control

Should the Purchaser intend to export the products purchased from the Seller, the Purchaser shall be obliged to observe the respective applicable national and international export regulations.

The Purchaser undertakes to indemnify the Seller from any liability, as well any claims, obligations to pay compensation for damage and administrative fines connected with any infringement of the Purchaser's obligations specified in this clause.

15. Compliance with anti-corruption laws

The Purchaser undertakes to comply with any applicable laws on preventing corruption and bribery ("anti-corruption laws"). The Purchaser shall in particular be obliged to take corresponding precautions at its company to prevent any violations of anti-corruption laws. In the event of a violation of anti-corruption laws, the Seller shall be entitled to terminate the agreement extraordinarily without notice, without the Purchaser being obliged to pay compensation for damage.

16. Data Privacy

The Seller shall be entitled to use, process, store or transmit the Purchaser's data received (including any personal data of the Purchaser's employees, such as name and contact details) within the scope of fulfilling the agreement and the business relationship, paying attention to the statutory requirements, as long as it serves the contractual purpose. The parties affected shall be entitled to request information from the Seller on the data stored about them, as well as any correction of it. Should the parties concerned have a statutory claim to have their personal data stored by the Seller deleted, the Seller shall delete such personal data upon their request.

17. Acts of God, contractual hindrances

Acts of God of any kind, unforeseeable interruptions to business, traffic or shipping, fire damage, flooding, unforeseeable shortages of staff, energy, raw materials or auxiliary materials, strikes, lock-outs, official orders or any other hindrances that are not the fault of the party obliged to perform, which reduce, delay or prevent the production, shipping, acceptance or consumption of the goods or make the latter unreasonable, shall indemnify the affected party from being obliged to deliver or accept delivery for the duration and in the scope of such disruption. Should the deadline for delivery and/or acceptance be exceeded by more than eight weeks as a result of such disruption, both parties shall be entitled to withdraw from the contract. Should the sources from which the Seller procures the seeds partially or entirely cease to exist, the Seller shall not be obliged to fulfil its obligation to perform by buying from third party preliminary suppliers. In such a case, the Seller shall be entitled to distribute the available quantities of goods, taking into account its own requirement.

Marbach, September 2017 HILD samen gmbh