

AGRICO NORDIC AB's Trading Terms and Conditions

1. Applicability

- 1.1 These trading terms and conditions ("**Agrico Nordic's Trading Terms and Conditions**") shall apply to all sales of goods (such as seed potatoes) done from Agrico Nordic AB ("**Agrico Nordic**") to its customer (the "**Counterparty**"). The below-mentioned "**Contract**" and/or "**Purchase**" means the contracts to buy and sell goods entered into between Agrico Nordic and the Counterparty in each individual case, whereby Agrico Nordic's Trading Terms and Conditions shall always constitute an integral part of the parties' contract together with other contract documents as applicable from time to time (such as order documents, order confirmations and delivery notes).
- 1.2 The Counterparty's general terms and conditions, irrespective of how they are designated and irrespective of how and when such terms and conditions are received by Agrico Nordic, shall not be applicable to any contract between Agrico Nordic and the counterparty.
- 1.3 Terms and conditions that differ from Agrico Nordic's Trading Terms and Conditions, or that constitute additions to these that do not follow from applicable optional law become binding on Agrico Nordic only if the terms and conditions have been accepted in writing by Agrico Nordic.
- 1.4 The Counterparty may at any time read Agrico Nordic's Trading Terms and Conditions on www.agriconordic.com. A copy will be sent free of charge at the Counterparty's request. The Counterparty will also receive Agrico Nordic's Trading Terms and Conditions together with the order confirmation that is sent to the Counterparty following each order. If the Counterparty has any objection to Agrico Nordic's Trading Terms and Conditions, the Counterparty shall immediately, however no later than two working days after receipt of the order confirmation, inform Agrico Nordic so in writing. If no such notice is given, the Counterparty shall be deemed to have accepted Agrico Nordic's Trading Terms and Conditions in their entirety. In the event of any objection to Agrico Nordic's Trading Terms and Conditions, Agrico Nordic reserves the right to abandon the sale without any compensation liability towards the Counterparty. In the event of any contradiction between the Swedish version of Agrico Nordic's Trading Terms and Conditions and versions of these Trading Terms and Conditions in languages other than Swedish, the Swedish text shall take precedence.
- 1.5 If the Counterparty buys goods from Agrico Nordic for onward sale to another party (irrespective of whether this is the end customer or another seller) (the "**Counterparty's Customer**"), irrespective of whether this is done on behalf of the Counterparty itself (onward sale/retail sale) or on behalf of another (on commission), the Counterparty shall in all contracts entered into with the Counterparty's Customer ensure that what is stated in Agrico Nordic's Trading Terms and Conditions shall also apply between the Counterparty and the Counterparty's Customer (either by referring to Agrico Nordic's Trading Terms and Conditions and sending the Counterparty's Customer a copy of these, or by including in its own contract with the Counterparty's Customer terms and conditions that in all material respects reflect the terms and conditions in Agrico Nordic's Trading Terms and Conditions). In such contracts, the Counterparty shall also ensure that any claims that the Counterparty's Customer may have in respect of goods emanating from Agrico Nordic are always made solely to the Counterparty and not to Agrico Nordic. In such an event, the Counterparty shall immediately inform Agrico Nordic of the claim and not agree to or reach a settlement as a result of the claim or undertake any other arrangements as a consequence thereof, without first having obtained Agrico Nordic's written agreement. In order for the Counterparty to make a claim against Agrico Nordic for any claim that emanates from the Counterparty's

Customer in respect of goods sold by Agrico Nordic to the Counterparty, the Counterparty shall be able to prove that it has suffered actual financial damage as a result of the claim from the Counterparty's Customer (for example through the Counterparty having paid compensation to the Counterparty's Customer). In the event of a claim from the Counterparty's Customer, the Counterparty shall always, unless Agrico Nordic states otherwise, make reference to the complaint deadlines and limitations of liability that follow from Agrico Nordic's Trading Terms and Conditions and in other respects make reference to terms and conditions set out for the benefit of Agrico Nordic. The Counterparty's failure to fulfil what has been stated above shall always be deemed to be significant breach of contract, in relation to which Agrico Nordic shall be entitled to lay claim to all the sanctions available to Agrico Nordic according to Agrico Nordic's Trading Terms and Conditions and/or general purchase and contract law rules and principles. In relation to the sanction of damages, the Counterparty shall without limitation always indemnify Agrico Nordic fully.

2. Delivery of goods

- 2.1 The goods are delivered either EXW Incoterms® 2020 or DPU Incoterms® 2020 depending on what has been agreed between Agrico and the Counterparty separately. In such separate agreement, the parties shall also agree upon estimated time of collection/delivery as well as specific details regarding the place of collection/delivery. Separate agreements of the before-mentioned nature shall be concluded in writing, whereby an agreement that has been concluded through the exchange of e-mails between the parties shall be regarded as having been concluded in writing. Notwithstanding the foregoing, should Agrico and the Counterparty not have concluded such a separate agreement as here mentioned, or where such agreement is unclear or incomplete, Agrico shall always be entitled to deliver the goods EXW Incoterms® 2020 and it shall then also have the right to unilaterally and in its sole discretion determine the date, time and place of collection.
- 2.2 Information regarding time or date for collection or delivery of goods shall only be regarded as estimates which may be changed if the loading schedule cannot be followed due to poor weather or other circumstances outside the control of either party.
- 2.3 Provided that the parties have agreed thereto in writing (whereby what is stated in Item 2.1 regarding the legal effect of e-mail exchanges shall apply also to such agreements), a previously agreed freight clause as well as the date, time and place of collection or delivery may be changed, always however provided that such new agreement is concluded within a reasonable time before the previously agreed delivery time should have occurred.
- 2.4 If the freight company contracted by Agrico to deliver goods to the Counterparty increases the freight charge in accordance with the agreement with Agrico Nordic (due to e.g. a raise in fuel prices), Agrico Nordic reserves the right to increase the freight charge agreed upon with the Counterparty correspondingly. Such an increase may not exceed 100 percent of the original freight charge.

3. Risk of the goods

The risk of the goods transfer to the Counterparty pursuant to the applicable freight term as set forth in Item 2. If it has not been possible to deliver the goods in time and this is due to the Counterparty or some circumstance on the Counterparty's side, while Agrico Nordic has fulfilled its undertakings to ensure delivery is made in time, the risk transfer to the Counterparty at the time the goods could have been delivered.

4. Delayed delivery

- 4.1 If Agrico Nordic deems that delivery of the goods will be delayed, the Counterparty shall be informed of this. Agrico Nordic will inform the Counterparty via email of the new delivery date within a reasonable time. For this purpose, the Counterparty shall supply Agrico Nordic with a correct email address. Agrico Nordic is not responsible for ensuring the above notice reaches the Counterparty if this is due to the Counterparty having stated an incorrect email address or an email address that does not exist, or due to technical circumstances attributable to the Counterparty or a public communications network.
- 4.2 The Counterparty may only cancel the purchase if the delay is of significant importance to the Counterparty and Agrico Nordic has realized this. The purchase may not be cancelled if the delay is due to the Counterparty or any circumstance for which the Counterparty is responsible.
- 4.3 If a partial delivery is made, the Counterparty may cancel any previous or later partial delivery if the Counterparty can show that these partial deliveries cannot be used for the purpose intended without the partial delivery that Agrico Nordic has delayed.
- 4.4 If the purchase is cancelled, the Counterparty is entitled to reimbursement of the amount paid by the Counterparty for the goods involved in the cancellation, provided the goods delivered are returned in perfect condition. In such a case, Agrico Nordic is responsible for the cost of the return freight.
- 4.5 What is stated above constitutes all the sanctions the Counterparty is entitled to claim against Agrico Nordic in the event of delay. Irrespective of what has just been stated, the Counterparty shall however additionally be entitled to claim compensation for damage suffered (with the limitations that follow from Item 6) as a result of delay if the Counterparty has demanded delivery on a certain date or within a certain time and the delivery time has been confirmed in writing by Agrico Nordic. An automatically generated confirmation, such as via the system for direct orders, shall not in this context be deemed to be such a written confirmation as entitled the Counterparty to compensation as a result of delay.

5. Reception control and complaints

- 5.1 When the goods have been delivered to the Counterparty, the Counterparty shall both check that the type and amount correspond to what is stated on the delivery note, and also inspect the goods for any fault, damage or divergence from what was agreed (a "**Fault**"); all as per what is stated below.
- 5.2 The Counterparty shall ensure that the goods are emptied into a big box no later than five days after delivery. Failure to fulfil this undertaking may entail the Counterparty losing the right to claim a Fault, as continued storage in the sack or sacks in which the goods were delivered entails risk of damage to the goods.
- 5.3 In order to claim any transport damage, the Counterparty shall without delay carry out an initial inspection of the goods to find any Fault caused during transport and to find any other Fault that could or should have been discovered during such an inspection.
- 5.4 If the Counterparty discovers any Fault during the initial inspection that can be assumed to have occurred during transport and the goods have been signed for on a separate freight note, the Fault shall be notified immediate to the freight company, and also to Agrico Nordic within six working hours of delivery.
- 5.5 Notice to Agrico Nordic shall be given in writing via fax or email within the above-mentioned six hour period. The notice shall include information on:
 - vehicle registration number, container registration number or ship name;
 - a summary description of the Fault discovered;
 - arrival date and arrival time;

- for seed potatoes: product SWE number according to certificates; and
 - any plant passports.
- 5.6 If a Fault in the goods is discovered after the initial inspection, such a Fault shall be notified to Agrico Nordic within reasonable time when the Fault should have been or was discovered, however no later than five working days of delivery.
- 5.7 Irrespective of what has been stated in Item 5.6, if the goods consist of seed potatoes and the Fault relates to such a progressive disease as listed in Item A2 in Appendix 2 of Council Directive 2002/56/EC, the Counterparty shall be entitled to complain of the Fault within six weeks of delivery of the goods, provided the Counterparty fully contributes to an investigation being carried out to exclude the disease having been caused by the storage of the goods or other circumstances for which the Counterparty is responsible.
- 5.8 Irrespective of what is stated in this Item 5, no complaint may be made after the goods have been planted or cut. Agrico Nordic is thus not responsible for any Fault discovered thereafter.
- 5.9 Irrespective of the reason why a complaint has been made, the goods complained about must be identifiable as emanating from Agrico Nordic (meaning that tracing and origin markings such as lead or other seals, tamper-proof plant passports and similar must be presented).

6. Liability for a Fault and limitation of liability

- 6.1 If a complaint of a Fault has been made within the time limits stated in Item 5 and it is clear the goods have a Fault for which Agrico Nordic is responsible, Agrico Nordic shall be entitled and liable to correct this primarily, i.e. deliver Fault-free goods (redelivery). The Counterparty is, however, aware of and accepts that redelivery is not always possible (for example if the planting season is far advanced when delivery of the goods with a Fault is made or because certification of the goods to be redelivered cannot be done in time) and that the Counterparty's sanctions in such a case are limited to what is stated in Items 6.2–6.5.
- 6.2 If Agrico Nordic has not within reasonable time made a redelivery after the Counterparty has complained within the time limit about goods with a Fault, or notified the Counterparty that a redelivery cannot be made for the reasons stated in Item 6.1, the Counterparty is entitled to such a price deduction as corresponds to the Fault in the goods.
- 6.3 If the Fault in the goods is of significant importance to the Counterparty and Agrico Nordic has realized this, the Counterparty is entitled to cancel the purchase. On cancellation, what is stated in Item 4.4 shall apply to a corresponding extent.
- 6.4 Over and above the sanctions stated above in this Item 6, and with the limitation stated in Item 6.5, the Counterparty is entitled to compensation (damages) for the damage the Counterparty can show it has suffered due to the Fault in the goods. It is thereby always incumbent on the Counterparty to minimize the damage.
- 6.5 Agrico Nordic's liability for damages to the Counterparty (and as applicable the Counterparty's Customers) is always - irrespective of whether the claim for damages is attributable to a Fault or based on another circumstance - limited to an amount corresponding to the price of the goods to which the claim relates. Under no circumstances is Agrico Nordic liable for any indirect loss suffered by the Counterparty (or as applicable the Counterparty's Customers).

7. Payment and reservation of ownership

- 7.1 Unless otherwise has been agreed in writing, the Counterparty shall pay invoices within 30 days of the invoice date, even if the goods have been lost and/or damaged during transport. If payment is not made within the time agreed, the Counterparty is obliged to pay interest

on late payment at an interest rate of 12 % per year, whereby part of a month shall be regarded as a full month. No payment reminder is required. Agrico Nordic is entitled to charge invoicing and notice fees and fees for payment reminders and debt collection.

- 7.2 Agrico Nordic reserves the right to check the Counterparty's creditworthiness ahead of each sale and, following such a check, demand payment in advance, or that the Counterparty offers security for payment of the deliveries to be made.
- 7.3 All goods delivered remains Agrico Nordic's property until the Counterparty has made payment in full of all accounts payable arising from the contract. In the event Agrico Nordic wishes to exercise its reservation of ownership due to late payment, respite of payment or insolvency, Agrico Nordic is entitled to reclaim its goods delivered and to gain access to the area and the buildings in which the goods are stored.

8. Sale of planting seed covered by plant breeders' rights

- 8.1 Planting seed of varieties covered by plant breeders' rights may not be sold on by the Counterparty and may not either be used for further breeding of these varieties, unless a written contract on this has first been entered into with Agrico Nordic (which contract shall include a clause concerning reasonable compensation to Agrico Nordic).
- 8.2 Planting seed covered by plant breeders' rights may only be planted in the agreed destination country.
- 8.3 At Agrico Nordic's request, the Counterparty is obliged to provide Agrico Nordic with the names and addresses of the purchasers to which the Counterparty has sold planting seed of varieties covered by plant breeders' rights originating from Agrico Nordic.
- 8.4 The Counterparty gives Agrico Nordic and its representatives the right to inspect, investigate and check all areas planted with planting seed of varieties covered by plant breeders' rights originating from Agrico Nordic. At the request of Agrico Nordic and/or its representatives, the Counterparty shall indicate all the fields planted with such planting seed.
- 8.5 The Counterparty is obliged to give the supervisory authorities carrying out inspections on behalf of Agrico Nordic direct access to its operation and its potatoes, irrespective of whether it has been planted or stored, if it relates to a protected variety delivered to the Counterparty. On request, the Counterparty shall also give immediate access to the administrative registers, such as invoices, of relevance for the investigation.
- 8.6 If Agrico Nordic becomes the subject of a dispute or other legal measures relating to plant breeders' rights or other intellectual property rights relating to goods originating from Agrico Nordic, the Counterparty is obliged to assist Agrico Nordic in such a dispute or legal measure to a reasonable extent and at its own expense (for example by collecting evidence and disclosing information).

9. Quality standards and the absence of guarantees

Agrico Nordic supplies seed potatoes that correspond to the standards the class of seed potatoes to be delivered have to fulfil according to the inspection regulations of an official certification body. Over and above this, Agrico Nordic gives no undertaking (guarantee) in relation to the state, characteristics, absence of faults, etc. of the goods delivered. If Agrico Nordic, despite what has just been stated, should give any undertaking in an individual case, only such undertakings as are given in writing by Agrico Nordic shall be claimed as valid by the Counterparty. Agrico Nordic reserves the right to apply stricter standards than those stated by the official certification bodies.

10. Personal data

Agrico Nordic processed personal data pursuant to its Privacy Policy which is available on its website.

11. Force majeure

- 11.1 If Agrico Nordic is unable to fulfil any of its undertakings towards the Counterparty due to force majeure, and if in the view of Agrico Nordic the event causing the force majeure situation is of a temporary or transient nature, Agrico Nordic is entitled to interrupt the fulfilment of the contract until the circumstance, reason or event on which the force majeure situation depends has ceased to exist.
- 11.2 If the circumstances following such a force majeure event as described in this item have changed to such an extent that Agrico Nordic can no longer reasonably be expected to fulfil the contract, then Agrico Nordic shall be entitled to cancel the contract. If the force majeure event relating to potatoes grown during one year still remains on 15 July the following year, the contract shall be cancelled on that date, without any right to compensation existing for the Counterparty.
- 11.3 Force majeure includes, but is not limited to, the following events: strike, government measures and/or regulations that prevent, delay or otherwise make the fulfilment of an undertaking more difficult, lack of means of transport, impassable roads or unusable means of transport, interruption in the delivery of energy, raw materials, semi-finished goods or finished goods, insufficient inventory due to weather conditions and quarantine diseases, technical breakdown and/or faults.

12. Limited delivery due to unsatisfactory harvest outcome, etc.

- 12.1 The Counterparty is aware of and accepts that Agrico Nordic's undertaking and ability to deliver goods of the ordered or offered quantity and quality is dependent upon a satisfactory harvest outcome, and also upon authorized control bodies approving/certifying the goods.
- 12.2 If the harvest outcome is unsatisfactory and/or the authorized control body does not approve goods to the extent Agrico Nordic could reasonably have expected when the contract with the Counterparty was entered into or the goods offered, and this leads to Agrico Nordic being unable to fulfil the entirety of its undertaking to the Counterparty, then Agrico Nordic is entitled to reduce its delivery undertaking.
- 12.3 As soon as Agrico Nordic becomes aware of the reasons for the delivery reduction, it shall notify the Counterparty of this, and also how this impacts on the Counterparty's order/delivery. Once the Counterparty has received such notice, it shall within reasonable time (which must not exceed one working week from Agrico Nordic's notice) inform Agrico Nordic in writing whether the Counterparty wishes to waive the purchase. If Agrico Nordic does not receive such notice, the Counterparty shall be deemed to have accepted delivery of goods in accordance with what is stated in Agrico Nordic's notice. By delivering goods in accordance with the notice given by Agrico Nordic to the Counterparty, Agrico Nordic shall have fulfilled its undertaking to the Counterparty. The Counterparty is not entitled to claim any other sanctions than waiving the purchase in the event of a delivery reduction caused by the reasons stated above.
- 12.4 What is stated above also applies if the goods purchased via a cultivation contract turn out to be insufficient for all of Agrico Nordic's customers.

13. Right to withhold performance

- 13.1 Agrico Nordic is not obliged to issue goods, transfer documents or otherwise hand over the right of disposal of goods until the Counterparty has made payment in full according to the

agreement in each individual case, unless credit has been agreed or the Counterparty has been given a payment respite.

- 13.2 If Agrico Nordic, once a contract has been entered into, has reasonable cause to assume that the Counterparty will not fulfil a significant part of the contract, then Agrico Nordic may withhold all performances (including future performances) and also demand that the Counterparty offers acceptable security for the fulfilment of the contract. If security is not offered without delay, Agrico Nordic is entitled to cancel the contract in whole or in part.

14. Applicable law and dispute resolution

- 14.1 Swedish law shall be applied to all contracts to which Agrico Nordic's Trading Terms and Conditions are applicable.
- 14.2 Any dispute arising from a contract to which Agrico Nordic's Trading Terms and Conditions are applicable shall be finally determined through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Rules for Expedited Arbitration shall be applied unless SCC, in view of the difficulty of the case, the value of the disputed object and other circumstances, decides that the Rules for Arbitration shall be applied. In the latter case, SCC shall also decide whether the arbitration panel shall consist of one or three arbitrators. The arbitration proceedings shall take place in Stockholm.
- 14.3 Without impediment to what is stated in item 14.2 Agrico Nordic shall be entitled to bring a case in a public court relating to payment of an overdue account receivable not contested in writing by the Counterparty within four weeks of the invoice date.