

## General Terms and Conditions of Sale and Delivery

### 销售和交付通用条款和条件

General Terms and Conditions of Sale and Delivery of Bejo Seeds Shanghai Co. Ltd. whose registered office is at Shanghai, China.

综述上海蓓友种子有限公司销售和交付通用条款和条件，公司登记于中国上海。

#### Article 1. Application of These General Terms and Conditions

1. These general terms and conditions apply to each offer of Bejo Seeds Shanghai Co. Ltd., hereinafter to be called the "Seller", and to each agreement between the Seller and the Buyer, unless expressly provided otherwise in writing.
2. The application of any terms and conditions of the Buyer is expressly rejected.

第一条. 本通用条款和条件的适用

1. 本通用条款和条件适用于所有上海蓓友种子有限公司（以下称为“卖方”），与买方之间的要约或协议，除非以书面形式明示予以变更。
2. 明确拒绝接受买方的任何条款和条件。

#### Article 2. Definitions

1. Product: seeds, planting material and/or other goods and/or agreed services.
2. Processing: the treatment of the product, although not exclusively, to improve the sowability and emergence and/or the protection against (spread of) pests and/or diseases.

第二条. 定义

1. 产品：种子或种植材料和/或同意的服务。
2. 加工：对产品进行处理，可能不仅仅是，提高播种能力和发芽和 /或抗病虫害（抗传染）能力。

#### Article 3. Offers and Acceptance

1. All offers made by the Seller are without engagement and can be withdrawn at any time. The prices specified in an offer are exclusive of VAT.
2. Offers can only be accepted in writing; the Seller nevertheless reserves the right to treat a verbal acceptance as if it were given in writing.
3. If the Buyer accepts an offer, the Seller nevertheless reserves the right to withdraw the offer within 3 working days after receipt of acceptance (either verbally or in writing), in which case no agreement is concluded between the parties.
4. Verbal offers automatically expire if the Buyer does not accept them in writing within 7 days.
5. Written offers automatically expire if not accepted by the Buyer in writing within 30 days.
6. An offer to the Buyer or a purchase agreement between the Seller and the Buyer does not imply, and may not in any way be explained as a silent license (agreement) to the Buyer with regard to any intellectual property right to the offered or sold products.

第三条. 要约和接受

1. 卖方作出的所有要约都不是承诺且均可以随时予以撤销。所有要约列出的价格均不包括增值税。
2. 要约仅能以书面形式予以接受；但是，卖方保留权利将口头接受视同书面接受。

3. 如果买方接受要约，卖方仍然保留在接受要约之日起 3 个工作日内予以撤销的权利（口头或者书面均可），此种情况下则双方之间未达成任何协议。
4. 7 个工作日内以书面方式接受，否则口头要约自动失效。
5. 30 个工作日内书面接受卖方的书面要约，则该要约自动失效。
6. 向买方提出的要约或卖方与买方之间的购买协议并不暗示，并且也不得以任何方式解释为对买方的任何默示许可（协议），涉及对要约或购买方的任何知识产权或销售产品。

#### **Article 4. Crop and Processing Reservation**

1. All deliveries are subject to the customary crop and processing reservation. If the Seller invokes the crop and processing reservation, the Seller is not obliged to supply. The Seller will, if possible, attempt to deliver part of the quantity ordered and/or the nearest alternative.
2. The Buyer is not entitled to compensation if the Seller invokes this reservation.

#### **第四条. 收成和加工存储**

1. 所有交货将取决于按照惯例收成和加工的存储。如果卖方实施了收成和加工的存储，卖方无义务供货。但是，卖方将在可能的情况下尝试交付部分订购的数量和/或最接近的替代产品。
2. 如果卖方实施了这种存储，买方无权要求损害赔偿。

#### **Article 5. Ordering and Delivery**

1. If the quantity ordered in any order differs from the standard quantity applied by the Seller or a multiple thereof, the Seller will deliver the next highest quantity.
2. The Seller reserves the right to refuse orders with a value of less than RMB 500, or to charge an additional fee of RMB 100.
3. The Seller will always act to the best of its ability in fulfilling its obligation to deliver.
4. Fulfilment of the Seller's obligation is also understood to mean: delivery with a minor difference in size, packaging, number or weight.
5. The Seller is permitted to make part shipments of the products sold. If the products are delivered in part shipments, the Seller has the right to invoice each shipment separately.
6. Carriage takes place in accordance with the latest valid Incoterms.
7. The Seller undertakes to deliver within a reasonable period, in accordance with the sowing season or planting season, following the conclusion of the purchase agreement.
8. An agreed delivery period will not be binding. In the event of late delivery, the Buyer must give the Seller notice of default in writing and grant a reasonable period in which the Seller may fulfil the agreement.
9. The Buyer must specify in writing, upon placing orders and at the first request of the Seller, what data, specifications and documents are required pursuant to the regulations of the country in which the delivery is to be made, such as those relating to invoices, phytosanitary certificates, international certificates and other import documents.

#### **第五条. 订单和交货**

1. 如果订单数量与卖方适用的标准数量不同，甚至高出几倍，卖方将交付第二高的数量。
2. 卖方有权拒绝价值在人民币 500 元以下的订单，或者加收人民币 100 元的额外费用。
3. 卖方将一直尽力完成交货义务。
4. 卖方为完成交货义务，买方允许卖方交货在尺寸、包装或重量上有小差别。
5. 卖方被允许分开装运所卖的货物。如果货物分开装运并交付，卖方有权对每次装运开出发票。
6. 承运根据最新有效的国际商会货物买卖规则在卖方工厂进行。
7. 根据买卖合同的约定，卖方将在合理期限内交货。
8. 约定的交货期限不具有约束力。如果要求延期交货，买方必须给予卖方交货违约的书面通知，并给予一个合理的期限便于卖方履行合同。

9. 买方必须以书面列明，根据订单和卖方的在先要求，交货国的法律发现对数据、产品说明和文件的要求，例如有关发票、植物检疫证明、国际证明和其他进口文件等。

#### **Article 6. Retention of Title**

1. The products delivered by the Seller and/or the products derived from the products delivered will remain the property of the Seller until the Buyer has paid the full purchase value. This retention of title also applies to any claims that the Seller may acquire against the Buyer due to the Buyer's failure to fulfil one of its obligations towards the Seller.
2. Products delivered by the Seller to which the retention of title pursuant to Paragraph 1 applies, may be resold or used only in the normal course of business. If they are resold, the Buyer is obliged to demand retention of title from its own buyers, and Article 16 of these general terms and conditions will remain to apply.
3. The products delivered by the Seller, which are subject to retention of title pursuant to Paragraph 1, will at all times be stored and/or used in such a way that the quality will remain guaranteed and that the products can easily be identified.
4. The Buyer is not permitted to pledge or otherwise encumber the products.

#### **第六条. 所有权保留**

1. 在买方全额付清购买价款前，卖方有权保留货物的所有权。该所有权保留同样适用于卖方可能提出的任何其他因买方未能履行其对卖方的任一义务的主张。
2. 根据第六条第一款的规定，由卖方保留所有权的货物将有可以被再次出售或者仅用于正常的商业运作。如果该产品被再次出售，买方有义务向它的买家主张所有权保留。并仍适用第十六条。
3. 卖方交付的根据第一款保留所有权的产品，应始终以保证质量和易于识别的方式储存和/或使用。
4. 买方不可以抵押或者以其他方式留置货物。

#### **Article 7. Prices and Payment**

1. The Seller reserves the right to change its prices. Each new price listing will invalidate the preceding one with regard to all orders placed after the issue of the new price list.
2. The Seller must receive payment in advance of the delivery, unless otherwise agreed in writing. The seller is entitled to demand full payment and or sufficient security for payment by the Buyer before performing, if there is reason to believe that the Buyer will not or can not fulfil its obligations correctly and/or in time.
3. If the Buyer is liquidated, declared bankrupt or granted a suspension of payment, the Buyer's payment obligations will fall due immediately and the Seller will be entitled to suspend the further performance of the agreement or to dissolve the agreement, all of this without prejudice to the Seller's right to claim compensation.
4. If payment in instalments has been agreed, the entire remaining amount will fall due immediately without notice of default being required in the event of late payment of an instalment. The provisions of the last sentence of Paragraph 2 apply accordingly.
5. Without the prior written permission from the Seller, the Buyer has under no circumstance the right to postpone payments or to set these off against invoice amounts to be paid by the Seller, irrespective of whether the Buyer sets off its claims due to assumed defects in the shipment or for any other reason.

#### **第七条. 价格和付款**

1. 卖方有权更改价格。每一个新价格目录均导致前一个价格目录无效，且新价格目录给出后适用于此后给出的所有订单。
2. 除非另有约定，卖方必须在发货前收到货款。如果有理由相信买方不会或不能完全履约和 / 或及时履约，卖方有权在履约前要求买方付清货款和 / 或提供足够的保证金。
3. 如果买方进入清算程序，宣告破产或被准许暂停支付，买方的付款义务就视为立即到期，卖方有权中止履行合同或解除合同。同时，这并不妨碍卖方有权要求损害赔偿。

4. 如果双方达成分期付款协议，如果一笔分期付款款项在没有及时通知时未按约支付，则所有剩余款项视为到期，须立即支付。第 2 条最后一句话在此仍然适用。
5. 未经卖方的事先书面许可，买方在任何情况下均无权延迟付款或与卖方要支付的发票金额冲抵，无论买方是否以装运中的假设缺陷或任何其他原因。

#### **Article 8. Suspension and Security**

1. If the Buyer fails to fulfil one or more of its obligations or to do so correctly and/or in time:
  - the Seller's obligations will automatically and immediately be suspended until the Buyer has fulfilled all its obligations (in case of a payment obligation, including payment of any extrajudicial costs);
  - the Seller may demand full payment and/or sufficient security from the Buyer, for instance in the form of a bank guarantee to be issued by a reputable banking institution, with regard to the performance by the Buyer.
2. The Seller is entitled to demand full payment and/or sufficient security for payment by the Buyer before performing, if there is reason to believe that the Buyer will not (or cannot) fulfil its obligations correctly and/or in time.

#### **第八条. 中止和安全**

1. 如果买方未能及时和 /或准确的履行一项或多项义务：
  - 卖方的义务将自动和立即中止直到买方付清所有到期款项（包括额外的非法庭诉讼支出）；
  - 卖方可以要求买方支付全部付款或者足够的保证金，例如以著名银行机构的针对买方的履约行为的银行保函的形式。
2. 如果有理由相信买方不会(或不能)正确地和/或及时地履行其义务，则卖方有权要求买方在履行义务前支付全部款项和/或提供足够的付款担保。

#### **Article 9. Collection Costs**

If the Buyer is in default or fails to perform one or more of its payment obligations, all the collection costs both in and out of court will be for the Buyer's account.

#### **第九条. 催款成本**

如果买方违约或未能履行其一次或多次付款义务，所有包括法庭内和法庭外的催款支出将由买方承担。

#### **Article 10. Use and Guarantee**

1. The Seller guarantees that the product delivered will comply to the best of the Seller's ability with the relevant product specifications. However, the product specifications will not apply as a guarantee. The Seller furthermore does not guarantee that the product will comply with the purpose given to them by the Buyer.
2. All information on quality provided by the Seller will exclusively be based on reproducible tests. The supplied quality information merely indicates the result as achieved by the Seller at the time when the test was performed, subject to the conditions under which such test was performed. No direct relationship may be assumed between the information provided and the results achieved by the Buyer. The results achieved by the Buyer depend, among other factors, on the location, climatic conditions and cultural practices.
3. Any and all guarantees on the part of the Seller will lapse if the Buyer processes the products or has them processed, repackages the products or has them repackaged, or uses the products incorrectly.
4. The products delivered by the Seller are intended for the production of plants, and are neither in an unprocessed nor in a processed condition intended for human or animal consumption. The plants produced from the products in question may only be used for human or animal consumption if the plants have been completely separated from the products delivered. The products delivered may not be used for the production of

sprouting vegetables as the sprouting vegetables will be consumed together with the seeds. The Seller is not liable for any substances and/or micro-organisms that are present on and/or in the seeds.

#### 第十条. 使用和保证

1. 卖方保证所购产品的相关产品说明是卖方能够尽最大努力所达到的。然而，产品说明并不能够被视作是一种保证。卖方也不能够保证所提供的产品与买方单方面的期望相一致。
2. 所有由卖方提供的产品品质信息仅以重复生产的测试为依据。其所提供的品质信息仅仅指测试当时所表现的结果，局限于测试当时达到的条件。不能将买方所取得的结果和卖方所提供的品质信息直接联系在一起。产品的效果取决于产品使用的地点，气候条件以及不同习惯的操作，当然也有其他因素。
3. 如果买方加工产品或请他人加工，重新包装或者请他人重新包装，或者不正确的使用产品等，卖方所作的质量保证将全部无效。
4. 卖方交付的产品是用于生产植物的，并且既未处于未经加工的状态，也未处于供人类或动物试验的加工状态。由有问题的产品生产的植物，只有在与交付的产品完全分离的情况下，才可用于人类或动物食用。交付的产品可能不得用于芽苗蔬菜生产，因为芽苗蔬菜将与种子一起食用。卖方对种子中存在的任何物质和/或微生物不承担责任。

#### Article 11. Defects and Complaint Terms

1. The Buyer must inspect the products purchased upon delivery, or as soon as possible after delivery. In doing so the Buyer must check whether the products delivered comply with the agreement, i.e.:
  - whether the correct products have been delivered;
  - whether the quantity of the delivered products corresponds with the agreement;
  - whether the delivered products meet the agreed quality requirements or - if none were agreed - the requirements that may be stipulated for normal use and/or trading purposes.
2. If visible defects or deficiencies are established, the Buyer must inform the Seller accordingly in writing within 3 working days after delivery, specifying the lot number, packing list and/or invoice details.
3. The Buyer must report any non-visible defects to the Seller in writing within 3 working days after discovery, specifying the lot number, packing list and/or invoice details.
4. Complaints must be described in such a manner that the Seller or a third party can verify them. For that purpose the Buyer must also keep records with regard to the use of the products and, in the event of resale of the products, with regard to its buyers. If the Buyer does not file a complaint within the aforesaid period, the complaint will not be dealt with and rights will expire.
5. In the event of a continuing dispute between the parties regarding the germination, trueness to type, varietal purity, technical purity and health, an inspection will be performed, at the request of either party, by Naktuinbouw (Netherlands Inspection Service for Horticulture), whose registered office is in Roelofarendsveen, the Netherlands. The costs of such inspection shall be borne by the party to be found most at fault. This request must be submitted within 6 months after the first written report of the problem to the other party. The inspection will be carried out on the basis of a sample taken and retained by the Seller prior to sale. The result of this inspection will be binding on both parties, without prejudice to the parties' right to submit disputes on the consequences of this result to the institutes referred to in Article 19.

#### 第十一条. 投诉条款

1. 买方必须在所购买的产品在运抵时，或者在运抵后尽可能早的时间内检测产品。买方必须检测所运送的产品是否符合协议所规定的内容，比如：
  - 所运送的货物是否正确
  - 所运送货物的数量是否符合协议

•所运送的物品是否符合产品的质量要求，如果没有规定，那么质量要求可以被认为是正常的使用和/或者贸易目的

2. 如果有可视的缺陷和瑕疵，买方必须以书面的形式在运抵后的三个工作日内通知卖方，同时列明批号，装箱单以及发票详细内容。
3. 买方必须以书面形式在发现后的三个工作日内通知卖方看不见的瑕疵，同时列明批号，装箱单和/或者发票详细内容。
4. 投诉必须以卖方或者第三方能够核实的方式进行。所以，买方必须保存使用产品的记录，如果产品再出售，必须保留它的买方的记录。如果买方不能够按照前述的时间投诉，那么投诉将不会被处理，投诉的权利将过期。
5. 如果双方在种子的发芽，类型的真实性，变异性，科技纯度，健康度等方面有持续的争议，那么任何一方都可以请求 Naktuinbouw (荷兰园林检验服务)检测，其注册地在 Roelofarendsvve，荷兰。其费用由最终承担主要责任方承担。此请求必须在由买方出具第一份问题报告起 6 个月内提出。检测将会由 Naktuinbouw 基于从卖方所取得样品来进行并且由他们保留样品。检测结果将对双方都有效，并在不损害任何一方权利的情况下，双方因报告结论产生的分歧将被提交给第 19 条所指定的机构。

## Article 12. Provision of Information

1. Information provided by the Seller in any form whatsoever is without commitment. Descriptions, recommendations and illustrations in promotional publications such as websites, catalogues and brochures are based as closely as possible on experiences in tests and in practice and are intended for general information purposes only and not as an indication of quality and/or guarantee. The Seller in no event accepts any liability, however, on the basis of such information for different results obtained in the cultivated product. The Buyer must determine whether the products are suitable for the intended horticultural crop and/or can be used under local conditions.
2. In the information provided by the Seller, the following meaning is given to the terms below:
  - 'Susceptibility': the inability of a plant variety to restrict the growth and development of a specified pest.
  - 'Resistance': the ability of a plant variety to restrict the growth and development of a specified pest and/or the damage they cause when compared to susceptible plant varieties under similar conditions.  
Resistant varieties may exhibit some disease symptoms or damage under heavy pest or climate pressure.  
Two levels of resistance are defined:
    - i. high resistance (HR): plant varieties that highly restrict the growth and development of the specified pest under normal pest pressure when compared to susceptible varieties.
    - ii. intermediate resistance (IR): plant varieties that restrict the growth and development of the specified pest, but may exhibit a greater range of symptoms or damage compared to high resistant varieties.It is to be noted that if a resistance is claimed in a plant variety it is limited to the specified biotypes, pathotypes, races or strains of the pest.  
If no biotypes, pathotypes, races or strains are specified in the resistance claim for the variety, it is because no generally accepted classification of the cited pest by biotype, pathotypes, race or strain exists. New biotypes, pathotypes, races or strains that may emerge are not covered by the original resistance claim.
  - 'Immunity': a plant variety is not subject to attack or infection by a specified pest.
3. The Seller may at all times assume that the information and details provided by the Buyer to the Seller in the framework of the conclusion and performance of the agreement are correct and complete.

第十二条. 信息的规定

1. 所有卖方所提供的信息在任何情况下都不是一种承诺。网站，宣传册子等中描述，推荐，以及证明都尽可能接近实际测试和试验的经验。即使在所提供的信息与实际栽培获得不同的结果，卖方也不承担任何责任。买方必须自己决定产品是否与所期望的农作物一致和 /或适用于当地条件。

2. 在由卖方所提供的信息中，其下列术语应解释为：

•“易受害”，植物品种没有能力抵抗列明的害虫病菌的生长和发展。

•“抵抗力”，相对于处于相似条件的其他植物品种，植物品种抵抗所列明的害虫病菌的生长和发展的能力。有抵抗力品种可能产生出疾病的症状或者被严重的害虫病菌或气候压力所损害。

抵抗力的两个等级可以被描述为：

i. 高抗等级（HR）：相对于那些易受病虫害危害的植物，在正常虫害压力下很大程度限制特定害虫生长和发展。

ii. 中等抵抗力（IR）：抵抗特定害虫的生长和发育，但与高抗性品种相比，可能表现出更大的一系列的症状或损害。

值得注意的是，如果在一个植物品种中声称有一种抗性，它仅限于害虫的特定生物类型、病原体类型、小种或菌株。

如果在该品种的抗性声明中没有指定生物型、病原体型、小种或菌株，那是因为没有普遍接受的按生物型、病原体型、小种或菌株对所引用的害虫进行分类。可能出现新的生物型、病原体型、种族或菌株不包括在最初的耐药性声明中。

•“免疫”，不会被所列明的有害的害虫病菌所攻击。

3. 卖方可以始终假设买方在协议的订立和履行的框架内向卖方提供的结论和表现信息是正确和完整的。

### **Article 13. Force Majeure**

1. Force majeure means circumstances that make fulfilment of the agreement impossible and cannot be attributed to the Seller. This will also include, if and in so far as these circumstances make the fulfilment of the agreement impossible or unreasonably complicated: extreme weather conditions, natural disasters, measures by or regulations of any government, war or civil riot, destruction of the production facilities or materials due to fire, epidemic, failure of public facilities or transport, strikes in other companies other than the Seller's, unofficial or political strikes in the Seller's company, complete or partial lack of raw materials and other goods and services required to deliver the agreed performances, unforeseen delays at suppliers or other third parties that the Seller depends on, and transport difficulties.
2. The Seller will inform the Buyer as soon as possible if it is unable to deliver or to deliver in time due to force majeure.
3. If the force majeure lasts longer than 2 months, both parties will be entitled to dissolve the agreement in writing.
4. If it is a matter of force majeure as described in this Article, the Seller is not obliged to pay any compensation.

### **第十三条. 不可抗力**

1. 不可抗力指非因卖方原因，而是由于客观环境发生变化致使不可能履行合同或履行过于复杂的情况发生。这些环境因素包括但不限于：罢工、火灾、极端气候、政府行为、卖方原料供应地发生疾病、有害物质侵害导致原料受损等情况。

2. 如果因上述不可抗力无法交货或者按时交货，卖方将尽可能及时通知买方。

3. 如果上述不可抗力事件发生超过 60 日，双方都有权解除合同，在此情况下卖方无需承担损害赔偿赔偿责任。

4. 如果是本条所述的不可抗力问题，卖方没有义务支付任何赔偿。

### **Article 14. Liability**

1. The Seller is not liable for damage as a result of any deficiency in the fulfilment of the agreement unless there is evidence of intent and/or gross negligence on the part of the

Seller and/or its employees.

2. The Seller is not liable for damage as a result of non-delivery or late delivery nor for failure to correctly specify the requirements as referred to in Article 5, Paragraph 9, if as a result thereof the order cannot be delivered (on time).
3. The Buyer is required to limit as much as possible the damage with regard to the products delivered about which a complaint is filed against the Seller.
4. The Seller does not accept any liability for damage caused by seed and/or planting material that has not been multiplied and/or reproduced by or on behalf of the Seller.
5. If the Seller is liable on the basis of one or more conditions, such liability will be limited to the invoice value of the delivered products; the Seller will by no means be liable for any form of consequential damage, lost sales or lost profit.
6. Any possible claim to compensation on the basis of these terms and conditions will expire if no written claim was made to the Seller within one year after delivery of the products.

#### 第十四条. 责任

1. 卖方不接受因已运交产品的瑕疵而提出的损害赔偿请求，除非是由于卖方和/或卖方员工故意和 /或重大过失造成的。
2. 卖方将不承担由于未运输或迟延运输所造成的后果的赔偿责任，也不承担由于未能按照第五条第 9 款准确列明其要求而导致订单未能（准时）交付的赔偿责任。
3. 买方在向卖方就产品交涉同时应当采取一切必要措施减少产品损失。
4. 卖方不接受对于非卖方或代表卖方繁殖和 /或复制的种子以及种植原料的投诉而提起的损害赔偿请求。
5. 如果卖方必须对一种或多种情况承担责任，该责任限于疑问产品所开具发票上的金额；卖方对造成的任何间接损害不承担责任。
6. 任何基于这些条款和条件的索赔，如果在产品交付后一年内没有向卖方书面提出，则将失效。

#### Article 15. Indemnification

The Buyer will indemnify the Seller against all actions and claims from third parties for damages (allegedly) caused by or otherwise related to any product delivered by the Seller, including actions and claims filed against the Seller in its capacity as a producer of goods pursuant to any regulation regarding product liability in whatever country, unless that damage is due to intent or gross negligence of the Seller and/or its employees.

#### 第十五条. 赔偿

买方应赔偿卖方因(据称)卖方交付的任何产品引起的或与之相关的损害而遭受的所有第三方诉讼和索赔，包括根据任何国家关于产品责任的规定对卖方作为产品生产者的诉讼和索赔，除非该损害是由于卖方和/或其雇员的故意或重大过失造成的。

#### Article 16. Reproduction and/or Multiplication Reservation

1. The Buyer is not entitled to use the supplied products and/or derived components and/or derived plant material for further multiplication and/or reproduction of parent material. Nor is the Buyer permitted, without the explicit permission of the Seller, with respect to the (multiplied) products and/or components and/or derived plant material:
  - I) to treat and/or use these for multiplication,
  - II) to offer them for sale,
  - III) to sell them,
  - IV) to import or export them and/or
  - V) to keep them in stock for any of these or similar purposes.This includes all varieties essentially derived from a variety supplied by the Seller.
2. In the case of the resale of the supplied products, the Buyer shall impose the above clause on its own buyers, under penalty of a fine for each infringement. The amount of



the fine will not be less than the benefit obtained by the buyer.

3. The Buyer shall grant the holder of plant breeders' rights, or a party acting on its behalf, direct access to its business, including in particular the greenhouses, to enable the Seller to carry out (or have carried out) an inspection. Business in this sense also includes all activities performed by third parties on behalf of the growers. The Buyer shall at the Seller's request grant immediate access to all administrative records with regard to the relevant parent material. The Buyer also imposes the aforesaid obligations on its own buyers.

#### 第十六条. 复制权和 /或繁殖权的保留

1. 买方不得利用购买的产品或者该产品的成分和 /或植物材料进行进一步复制或交配增殖。买方不得利用购买的产品和 /或该产品的成分和 /或植物材料用以： 1) 利用其进行交配繁殖 2) 试图出售 3) 出售 4) 进出口 5) 为了任何以上或相似的目的储存。该项禁止适用于卖方出售的所有产品及其衍生品。
2. 在产品被转售的情况下，买方必须要求它的买方接受上述条款，且对于上述条款任何的侵害都必须承担罚金。罚金的数额不低于第二买方获得的相关利益。
3. 买方必须同意植物品种权人或者其代表有权随机检查买方的业务，特别包括温室，从而使卖方能够在怀疑有关亲系植物材料被复制和 /或交配繁殖的情况下进行检查，在此意义上的业务也包括所有的第三方代表种植者进行的行为。应卖方要求买方应立即公开以便查阅与相关亲系植物材料有关的管理记录。买方也应将上述义务强加给自己的买方。

#### Article 17. Use of Trademarks and Signs

The Buyer may not use trademarks and signs that are used by the Seller to distinguish its products from those of other legal entities/companies, or use trademarks and signs that are not clearly distinguishable from those of the Seller. An exception applies to the trade in products in the original packaging of the Seller with the trademarks and signs placed on them by the Seller.

#### 第十七条. 商标及标记的使用

买方不得使用卖方使用的以将其产品区别于其他企业 /公司产品的商标及标记，或者任何不能显著区别于卖方产品的商标和标记。交易过程中，卖方放置在其产品的原始外包装上的商标和标记除外。

#### Article 18. Conversion

1. If any provision of these general terms and conditions is invalidated, that provision will automatically (by operation of law) be replaced by a valid provision that corresponds as closely as possible to the purport of the invalidated provision. The parties must, if necessary, enter into reasonable consultations on the text of that new provision.
2. In that case the other provisions of these general terms and conditions will remain fully valid in so far as possible.

#### 第十八条. 合同条款的变更

1. 若本通用条款的任何一项规定无效，该项规定将自动（按法律规定）被最接近原规定目的的有效条款所替代。如果必要，合同双方必须就新合同条款内容进行合理协商。
2. 在此情况下，其他合同条款或条件在可能的情况下保持充分有效。

#### Article 19. Settlement of Disputes

1. Unless the parties have agreed on arbitration in consultation, all disputes will be settled by the civil court that is competent in first instance in the place where the Seller has its

registered office, unless another court is competent pursuant to the applicable mandatory rules of the law applicable by virtue of Article 20. The Seller will at any time have the right to summon the Buyer to the court that is competent by law or pursuant to the applicable international convention.

2. In the event of a dispute the parties will, however, first try to reach an amicable solution in consultation, or otherwise by means of mediation, before the parties submit the dispute to an arbitration tribunal or to the civil court.

#### 第十九条. 争议解决

1. 除非合同双方都同意提交仲裁，否则所有的争议都将由卖方注册地一审法院受理，除非依照合同第二十条规定的应当适用的法律强制性规定由另一法院受理。卖方将随时有权根据法律或根据适用的国际公约，将买方召集到法院。

2. 一旦合同双方产生争议，必须在双方将争议提交给仲裁法庭或法院之前首先进行友好协商或进行调解。

#### **Article 20. Applicable Law and Other Applicable Conditions**

1. All agreements between the Seller and the Buyer are governed by the law of People's Republic of China in which the Seller has its registered office.
2. The application of the 'United Nations Convention on Contracts for the International Sale of Goods' (Vienna Sales Convention (CISG)) is excluded.

#### 第二十条. 适用法律和其他适用情形

1. 买方和卖方之间所有的协议都适用卖方所在地的中华人民共和国法律。

2. 不适用“联合国国际货物买卖公约”（维也纳销售公约）。