

General Terms and Conditions of Sale and Delivery

销售和交付通用条款和条件

1. INTRODUCTION

The General Terms and Conditions of Sale and Delivery are set out to define as clearly as possible the mutual rights and obligations of the buyer and the seller (Shanghai Shimanfeng Seeds Co. Ltd). The General Terms and Conditions of Sale and Delivery contain the standard rules that apply to the sale and delivery of our products.

1. 介绍

本销售和交付通用条款和条件用以尽可能的列明买方和卖方（上海实满丰种业有限公司）双方的权利和义务。销售和交付通用条款和条件包含了适用于我们产品的销售和交付的标准规则。

2. DESCRIPTION

General Terms and Conditions of Sale and Delivery of Shanghai Shimanfeng Seeds Co. Ltd. whose registered office is at No.5999 Ye Xin Road, Wushe Demonstration Zone, Songjiang District, Shanghai, China.

2. 综述

上海实满丰种业有限公司通用销售和交付条款和条件，该公司登记注册于中国上海市松江五区五库农业园区叶新公路 5999 号。

Article 1. Application of These General Terms and Conditions

1. These General Terms and Conditions apply to all offers and all agreements made between Shanghai Shimanfeng Seeds Co. Ltd, hereinafter to be called the Seller, and the Buyer, except in so far as 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实满丰种业有限公司（以下称为“卖方”），与买方之间的要约或协议，除非以书面形式另行规定。
2. 排除一切买方的条款和条件的适用。

Article 2. Definitions

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

第二条 定义

1. 产品：种子和/或种植材料和/或约定的服务。
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（抗传染）及虫害的能力。

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 All offers made by the Seller are without engagement and can be withdrawn at any time.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 invitation of 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 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 要约和承诺

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，卖方保留将口头接受视同书面接受的权利。
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. 如果买方未能在7个工作日内以书面方式接受，则口头要约自动失效。
5. 如果买方未能在30个工作日内书面接受卖方的书面要约，则该书面要约自动失效。
6. 向买方发出的要约或双方之间的采购协议，都不得暗示或以任何形式被解释为卖方就所提供或销售的产品，向买方授予相关知识产权的使用许可（协议）。

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, but will, if possible, supply pro rata to the quantity ordered or the nearest alternative.
2. The Buyer is not entitled to damages if the Seller invokes this reservation.

第四条 作物和加工保留

1. 所有交货将取决于常用作物品种和加工库存量。如果卖方调整作物品种和加工库存量，卖方无义务供货。但是，如果可能的话，卖方将按定单的数量按比例或者最近的品种交货。
2. 如果卖方调整库存，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 charge an additional fee of RMB 100 for orders with a value of less than RMB 500.
3. The Seller will always act to the best of its ability in fulfilling its obligation to deliver.
4. Fulfillment 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 Incoterms 2010.
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 fulfill the agreement.
9. A 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 定单和交货

1. 如果定购数量与卖方适用的标准数量不同，甚至高出几倍，卖方将交付接近的最大数量。
2. 如果定单价值少于 500 元人民币，卖方有权收取 100 元人民币的额外费用。
3. 卖方将一直尽力完成交货义务。
4. 卖方义务的完成也被理解为：交付的货物的大小、包装、数量或重量有极小的差异。

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. 承运根据国际商会货物买卖规则 2010 进行。
7. 根据双方合同的约定，结合播种和种植的季节，卖方承诺在合理期限内交货。
8. 约定的交货期限不具有约束力。如果发生延迟交货，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. 买方必须根据定单和卖方要求，以书面形式列明：依交货国的法律所要求的数据、说明和文件，比如发票、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 fulfill 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 6 条 所有权保留

1. 在买方全额付清货款前，卖方交付的产品和/或交付的产品的衍生产品的所有权属于卖方。该所有权保留同样适用于卖方基于任何其他原因提出的买方未能履行其对卖方的任一义务的主张。
2. 根据第一款的规定，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。通用条款和条件的第 16 条同样适用。

3. 卖方交付的产品，如果受制于第一款的所有权保留，也将始终在质量有保障的情况下储存和/或使用，这些产品可以被清楚识别。
4. 买方不得将产品抵押或使其负担法律义务。

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. If otherwise agreed the seller must receive the payment within 30 days of the invoice date. At the end of that period, the Buyer will be in default, in which case the Buyer will owe interest at a rate of 1 (one) % a month on the outstanding amount as from the date of default. 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.
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 damages.
4. If payment in installments 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 installment. 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 7 条 价格和付款

1. 卖方有权改变价格。每一个新价格目录都将导致先前的价格目录无效。
2. 除非另有约定，卖方必须在发货前收到货款。其他经同意的情况下，卖方必须在发票开出之日起 30 日内收到货款。逾期视为买方违约，买方将自违约之日起承担拖欠金额每月 1%的滞纳金。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未按约支付，则所有剩余款项视为到期，且无需发出违约通知。第二款最后一句话在此仍然适用。
5. 未得到卖方的事先书面许可，买方在任何情况下都无权延期付款或抵消卖方应付款项，无论买方的抵消是否是由于运输瑕疵或其他任何原因。

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 8 条 中止和担保

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完全履行其义务（如果是付款义务，包括额外的诉讼费用支出）；
 - 卖方可以要求买方支付全部付款或者足够的保证金，例如以有信誉的银行机构的针对买方的履约行为的银行保函的形式。
2. 如果买方有理由相信买方可能不能正确和/或及时完成其义务，卖方有权要求买方在履行前支付所有款项和/或提供足够的担保。

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

如果买方一次或多次未履行付款义务，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 is 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. 卖方保证所交付产品最大程度符合卖方的相关产品说明。然而，产品说明并不能够被视为是一种保证。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。买方所取得的结果取决于其他因素，比如地点、气候条件以及种植习惯。
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部分或全部无效。
4. 卖方交付的产品是为了作物的生产，而不是为了未经加工或经过加工后供人类或动物消耗。通过产品生产出来的农作物可能被用于人类或动物的消耗，此时植物已经与交付的产品完全独立开来。交付的产品不能被用来进行芽苗菜的生产，因为芽苗菜需要和种子一起消费。卖方对出现在种子上或种子里的微生物和其他任何物质不承担责任。

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 invisible 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 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 20.

第十一条 瑕疵和投诉条款

1. 买方必须在所购买的产品交付时，或者在交付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交付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非可视的瑕疵，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率，类型的真实性，种子的纯度，净度，健康度等方面有持续的争议，那么任何一方都可以请求 Naktuinbouw (荷兰园艺检验服务中心 Netherlands Inspection Service for Horticulture)检测，其注册地在荷兰 Roelofarendsvee。其费用由最终承担主要责任方承担。此请求必须在由一方出具第一份问题报告起 6 个月内提出。检测应当从在卖方销售前，卖方保留下来的样品进行检测。检测结果将对双方都有效，双方因报告结论产生的分歧，任一方皆可向第 20 条所指定的机构提交争议。

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 environmental conditions and pest pressure.

Resistant varieties may exhibit some disease symptoms or damage under heavy pest 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. These plant varieties may, however, exhibit some symptoms or damage under heavy pest pressure.
- 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. Intermediate resistant plant varieties will still show less severe symptoms or damage than susceptible plant varieties when grown under similar environmental conditions and/or pest pressure.

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。宣传出版物比如网页、目录和宣传册中描述，推荐，以及证明都尽可能接近实际测试和试验的经验，但不得被认为是对质量的保证。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：

•“易感染”，植物品种没有能力抵抗列明的害虫病菌的感染和危害。

•“抗性”，相对于处于相似生长环境和害虫病菌危害程度中的易受害的植物品种，植物品种具有抵抗所列明的害虫病菌的感染和危害的能力。

抗性品种在严重的害虫病菌所损害，可能产生出疾病的症状或者损伤。

抗性的两个水平可以被描述为：

i 高抗（HR）：相对于那些易受病虫害危害的植物，植物品种很大程度能抵抗了所列明的害虫病菌在正常程度下的感染和危害。然而高抗的植物还是有可能会出现疾病症状或者被严重的害虫病菌所损害。

ii 中抗（IR）：植物品种能抵抗所列明的害虫病菌的生长和发展，但是相对于高抗的植物会出现更大的一系列的症状或者损害。中抗植物品种在相似的环境和/或害虫病菌程度下，将会比易受害植物品种表现出较少的严重疾病症状和损害。

植物品种下的抵抗力仅针对某一特定的病原的生物型、致病型及生理小种；害虫种类。如果在品种抗性说明中没有列明病原的生物型、致病性或害虫种类，是因为没有普遍接受的对于所提及病原的生物型、致病性或害虫种类的分类。新的病原生物型、致病性或害虫种类将在今后加入进来。

•“免疫”，不会被所列明的有害的害虫病菌所攻击。

3. 卖方可以一直认为买方在协议框架和协议履行中向卖方提供的信息和细节是正确的和完整的。

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. If the force majeure lasts longer than 2 months, both parties will be entitled to dissolve the agreement in writing.
3. 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，而是由于客观情况发生变化致使不可能履行合同。这些因素包括：极端气候、自然灾害、政府行为或规章、战争或暴乱、火灾引起的生产设备或材料的毁灭、流行病、公共设施或交通的瘫痪、卖方之外的公司发生罢工、卖方公司发生的非官方或政治性的罢工、原材料、协议履行中的其他货物及服务的全部或部分短缺、供应商或卖方所依赖的第三方的不可预见的迟延，以及交通困难。
2. 如果上述不可抗力事件发生超过 2 个月，双方都有权书面解除合同。
3. 如果本条阐述的不可抗力发生，则卖方无义务进行任何赔偿。

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. 卖方对于协议履行中的缺陷所导致的损害不承担责任，除非有证据证明是卖方和/或其员工的故意和/或疏忽大意所造成的。
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九款所列明的要求而导致定单未能（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材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，该责任限于已交付产品所开具发票上的金额；卖方对造成的任何间接损害、销售损失或利润损失不承担责任。
6. 基于这些条款和条件所提出的赔偿请求必须在产品交付之日起一年内以书面形式作出，否则即视为放弃。

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

买方将会对所有由第三方就卖方交付的产品或与该产品相关的产品所导致的损害赔偿请求予以赔偿，包括无论哪个国家，就产品责任法规，对卖方的资质提出的诉讼，除非该损害是由于卖方和/或其员工的故意或疏忽大意所造成的。

Article 16. Reproduction and/or Multiplication Reservation

1. The Buyer is not entitled to use the delivered 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 delivered products, the Buyer shall impose the above clause on its buyer, 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 Buyer. 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加繁或加繁成杂交亲本。未经卖方明确同意，买方也不得，利用购买的产品和/或该产品的成分和/或植物材料（加繁材料）用以：1）利用其进行加繁 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。包括所有卖方提供的所有产品及衍生产品。
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，从而使卖方进行检查。在此意义上的业务活动也包括所有的代表买方第三方进行的行为。应卖方要求，买方应立即公开以便查阅与相关亲本植物材料有关的管理记录。买方的买方同样受前述义务的约束。

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 商标及标识的使用

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识，或者任何不能显著区别于卖方产品的商标和标识。卖方放置在其产品的原始外包装上的商标和标识除外。

Article 18. No Genetically Modified Organisms (GMO)

Unless the products are specifically indicated as GMO, the seeds of the

varieties delivered to the Buyer were obtained without making use of techniques of genetic modification that lead to genetically modified organisms to which Directive 2001/18 of the European Parliament and the Council of the European Communities dated 12 March 2001 on the deliberate release into the environment of genetically modified organisms applies. Since it cannot be ruled out that approved GM plants are also cultivated by third parties in the seed production areas, it is not possible to prevent the accidental presence of GM materials completely and to guarantee that the seed lots delivered are free from any traces of GM plants.

第十八条 非转基因生物

除非产品被认定为转基因，买方购买的不同种类种子都不会使用欧盟议会和欧盟理事会于 2001 年 3 月 12 日发布的转基因指引 2001/18 号文中的转基因技术。因为不能排除经批准的转基因植物在繁种区被第三方种植，所以不可能完全阻止转基因材料的出现或保证所交付的种子完全不来源于转基因植物。

Article 19. 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 the General Terms and Conditions will remain fully valid in so far as possible.

第十九条 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 20 Settlement of Disputes

1. 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 21. 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 the civil court.

第二十条 争议解决

1. 所有的争议都将由卖方注册地一审法院受理，除非依照合同第二十一条规定由另一法院强制管辖。卖方在任何时间都有权根据法律或国际公约传唤买方至法庭。
2. 一旦合同双方产生争议，在双方将争议提交给法院之前首先进行友好协商或进行调解。

Article 21. 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.

第二十一条 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. “联合国国际货物买卖公约”（维也纳销售公约）不得适用。

实满丰通用附加条款和条件

1. 我公司所售种子为杂交种，不能用于繁种。售出后即不能退换。任何侵犯 Bejo Zaden B. V. 知识产权的行为将受到有关法律处罚。
2. Bejo Zaden B. V. 在生产本批种子过程中已进行了极度严格的控

制和检验。此批种子所有样品检测均未检出黑腐病病菌；但是，Bejo Zaden B. V. 并不表示其种子绝对无菌、并且声明不承担相关责任。

3. Bejo Zaden B. V. 只保证承担种子价格之内的责任，即保证所售种子与该种子说明所描述的一致。

4. 用户应根据自己的知识和当地经验，妥善保存，种植好所购得种子。由于各地气候环境条件不同，应在试种后，按照本地区实际情况合理安排生产栽培。因气候及非品种原因造成损失，恕不承担经济责任。

5. 该种子已经特殊的种衣剂处理，不能用于食用、饲料和作为油料。

6. 救护方法：一旦皮肤或眼睛接触到种子，要用大量清水冲洗；眼睛受伤后要遵医嘱处理。