

Hazera General Terms and Conditions of Sale for Buyers

Article 1. Applicability of these General Terms and Conditions

1. These General Terms and Conditions shall constitute the sole and complete agreement between Buyer and Hazera with respect to the subject matter hereof, and shall apply to and shall govern all Offers, Purchaser Orders and Order Confirmations relating to Products, unless and to the extent the Parties expressly agree otherwise in advance and in writing.
2. The application of any terms and conditions of purchase of the Buyer is expressly rejected/explicitly excluded.
3. Opening of the Product package or use of Products and/or the issuance of a Purchase Order indicates Buyer's unconditioned acceptance of the entirety of these General Terms and Conditions. If the Buyer does not agree with any term hereof, it must refrain from opening the Product package and from using the Products.
4. Hazera may revise these General Terms and Conditions without notice and, for this reason, the Buyer is requested to access and read this page every time it visits Hazera's website. Use of the Products after change to these General Terms and Conditions indicates acceptance of the revised terms. The current version of these General Terms and Conditions terms is updated as of November 2020.

Article 2. Definitions

1. **"Buyer"** shall mean the natural person or legal entity entering into an agreement of sale with Hazera for the purchase of Products.
2. **"Hazera"** shall mean Hazera Seeds Ltd. having its registered office in Berurim, Israel or -as the case may be- Hazera Seeds B.V., having its registered office in the Netherlands (4921 PM) Made at Schanseind 27 registered at the Chamber of Commerce Breda/ and any of their subsidiaries worldwide).
3. Hazera and Buyer may hereinafter together be referred to as the **Parties** and individually as a **Party**.
4. **"Incoterms"** shall mean the terms on international trade known as *Incoterms* and published by the International Chamber of Commerce (ICC), at their most updated version from time to time.
5. **"Intellectual Property Rights"** shall mean all current and future intellectual property rights, including but not limited to (i) plant variety rights, plant breeder's rights, or applications therefor and information relating to genotyping, (ii) any and all patents and patent applications, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (iii) design rights, copyrights, (iv) trademarks, trade names, logos and service marks, together with all translations, adaptations, derivations, and combinations thereof and all applications, registrations, and renewals in connection therewith (v) all trade secrets and know-how; and (vi) all other proprietary rights, industrial rights and any other similar rights, whether registered or unregistered, throughout the world ("**Trademarks**").
6. **"Order Confirmation"** shall mean the written confirmation of acceptance by Hazera of a Purchase Order, by means of letter, fax, or e-mail, or - if this is not the case - any other letter or action proving such confirmation such as sending a pro forma invoice, or shipping document.
7. **"Offer"** shall mean particular terms applicable to a specific sale of the Products proposed by Hazera to the Buyer.
8. **"Plant Material"** shall mean all plants, parts of plants and crops, produced or cultivated out of the Products.
9. **"Products"** shall mean seeds and/or planting material delivered by Hazera to the Buyer.
10. **"Processing"** shall mean any treatment of the Products, including but not limited to treatment for the improvement of the sowability, germination, plant quality and the prevention of pests and/or diseases.
11. **"Price List"** shall mean the selling prices of Products that Hazera publishes and/or distributes from time to time.
12. **"Purchase Order"** shall mean a written order (including through electronic mail transmission) for the purchase of Products placed by Buyer with Hazera.

Article 3. Offers, Purchase Orders and Order Confirmation

1. Any Offer made by Hazera is non-binding and will remain valid for five working days or any other specified time stated by Hazera in such Offer (where applicable).
2. Purchase Orders issued by the Buyer shall comply with the terms set out in the Offer and are subject to Order Confirmation. No rights or obligations shall therefore arise between Hazera and the Buyer until the Order Confirmation has been issued. Buyer shall not be entitled to cancel or reduce a Purchase Order after Order Confirmation by Hazera.
3. Order Confirmation is expressly made conditional on Buyer's assent to the terms and conditions set forth herein.
4. Purchase Orders placed by the Buyer must include a detailed report relating to all permitting and regulatory

requirements that must be complied with the applicable laws of the country of delivery in connection with the import of the Products thereto, including which information, specifications and documents are required to be submitted to the respective authorities and any procedures that must be complied with to enable import. The Buyer shall also provide Hazera with information on any required certificates, phytosanitary matters, import documents or invoices.

5. Hazera is not liable for delays or non-handling of a Purchase Order resulting from or arising in connection with the Buyer's failure to comply with any of its obligations under this **Article 3**. The Buyer shall be liable for any loss or damage incurred by Hazera resulting from or incurred in connection with such failure.

Article 4. Delivery

1. Delivery shall be under the terms specified on the invoice or any other applicable document. When an Incoterm is mentioned, its definition will be in accordance with the latest addition of Incoterms. If Buyer fails to accept delivery of the Products within a reasonable period after receiving notice from Hazera that they are ready for delivery, Hazera may dispose of or store the Products at the Buyer's expense.
2. Delivery periods will not be binding, are an indication only and should not be regarded as guaranteed. As seeds are normally produced and processed to a Purchase Order, and since the seed production process involves substantial inherent uncertainties as to quantity and quality of final product, Purchase Orders that have been accepted and/or confirmed by Hazera shall nevertheless always be deemed subject to availability on the intended delivery date and no liability shall be attributed to Hazera by virtue of Purchase Orders that were not met. Hazera will inform the Buyer if it is unable to deliver the Products or to deliver them on time for any reason.
3. In no event shall Hazera be liable for damage, penalty, loss, injury or expense, due to delay or failure in shipping and/or delivery.

Article 5. Retention of Title Risk of Loss

1. Risk of loss to the Products shall transfer to Buyer upon delivery in accordance with the agreed delivery terms. Unless otherwise expressly agreed, shipment shall always be carried out at Buyer's risk and expense.
2. As between the Parties and to the maximum extent permitted by law, the Products delivered by Hazera and the Plant Material will remain the property of Hazera until the Buyer has paid the full purchase price
3. The Products, will at all times be stored and/or used by the Buyer in such a way that their quality will not be affected and that the Products can easily be identified as property of Hazera.
4. The Buyer is not permitted to pledge or otherwise encumber or grant any third party any security interest in the Products.
5. In the event that the laws of the country where the Products are delivered provide for extended possibilities to reserve title other than through those contained in this Article, such possibilities shall be deemed to have been agreed by the Parties. The Buyer acknowledges and agrees that Hazera's reservation of title in the Products and/or Plant Material pursuant to this Article 5 is a condition precedent by Hazera for performance under any Purchase Order.

Article 6. Prices and Payment

1. All prices stated by Hazera in its Price List and/or in an Offer are the currency in which they are denominated, exclusive of additional charges and costs, such as (but not limited to): handling fees, transport and insurance costs, (quality) certificate costs, value added tax, excise, use, or sale taxes and any other taxes, duties and charges, which shall be paid by the Buyer at their applicable rate. If Hazera is required to pay any taxes or other compulsory payments on behalf of Buyer, Buyer shall reimburse Hazera for the full amount of such taxes and payments.
2. All prices stated in the Price List are subject to updates by Hazera, and Hazera reserves the right to unilaterally change such prices. Any updated prices will replace earlier listed and/or offered pricing.
3. Hazera must receive full payment for the Products within 30 days of the invoice date, unless stated and agreed differently. If no payment is received by the end of that period, the Buyer will be in default, in which case the Buyer will owe Hazera arrears interest at a rate of 1 (one) % a month on the outstanding amount as from the date of default and until payment is made in full (principal and interest).
4. If payment in instalments has been agreed between the Parties, then in the event of late payment of any instalment the entire remaining amount will fall due immediately without notice of default being required. Without derogating from the generality of the foregoing, the provisions of the last sentence of Paragraph 3 (arrears interest) shall apply accordingly.
5. Unless expressly approved in advance by Hazera, invoices shall be paid in full without any deduction, withholding or offset of any kind.
6. Without derogating from any other right or remedy available to Hazera under these General Terms and Conditions or by law, Hazera reserves the right to suspend

performance under any Purchase Order or other agreement with the Buyer, including but not limited to withholding all deliveries, until such time as all and any outstanding payments owed by the Buyer to Hazera under any agreement have been fully made.

Article 7. Default, Suspension, Termination and Security

1. If the Buyer fails to timely or fully comply with one or more of its obligations hereunder then, without derogating from any other right or remedy available to Hazera under these General Terms and Conditions or by law:
 - Hazera shall be authorized to suspend any further performance of confirmed Purchaser Orders or any other agreement with the Buyer or to terminate same by written notice to the Buyer with immediate effect;
 - Hazera may demand full payment of all outstanding amounts upfront and/or obtaining sufficient security from the Buyer, for instance in the form of a bank guarantee or LC to be issued by a reputable banking institution, with regard to the performance by the Buyer.
2. In addition to the foregoing, Hazera is entitled to demand full payment of all outstanding amounts upfront and/or obtaining sufficient security for payment by the Buyer before performing Hazera's obligations, if it has reasonable reason to believe that the Buyer will not (or cannot) fully and timely fulfill its obligations under all confirmed Purchase Orders.
3. If the Buyer (a) is liquidated or commences any voluntary action, or if a petition is filed by any person in court, with respect to a liquidation, administration, winding up, entry into receivership, reorganization, dissolution or any other insolvency proceedings of the Buyer, or a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, permanent or interim receiver or administrator are appointed in respect of the Buyer, over all or any part of its assets, and such action is not cancelled or revoked within 30 days after being commenced, made or passed, or (b) ceases to carry on its business for a period of 14 days, or (c) is granted a suspension of payment, or (d) makes a general assignment of its assets for the benefit of its creditors, all its payment obligations shall be immediately due and Hazera shall be authorized to suspend any further performance of the agreement or to terminate it, without prejudice to its right to claim compensation from the Buyer of all its damages and costs resulting therefrom or any or all other remedy available under law.

Article 8. 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 at the Buyer's account.

Article 9. Limited Warranty

1. The Buyer acknowledges that the results obtained by the Buyer depend on numerous factors and variables, such as the place of cultivation and the conditions prior to and during cultivation, including but not limited to storage of Products, the climate, the soil, crop management and crop protection methods, and are not guaranteed or assured in any way. The Buyer shall be solely responsible for determining the suitability and appropriateness of the use of the Products in the different conditions and/or for the different purposes and Hazera disclaims any and all liability with respect to any merchantability or fitness of the Product for a particular use or purpose.
2. Without derogating from the generality of the foregoing, Product storage is essential for preserving high seed quality, vigor, and viability for future use. Low temperature and low seed moisture (in open packages) are the two most effective means of maintaining seed quality in storage. Vegetable seeds should be kept in as low as 35% RH and as close to 10°C as possible without fluctuation. [verify compatibility to the packages??]
3. Except as required to be printed on the seed package to meet seed law requirements (which printed data refers to the seeds at the time of their sale by Hazera and not necessarily thereafter and are merely statistical) and to the maximum extent permitted by law, Hazera hereby disclaims all warranties, oral or written, express or implied, including with respect to any technical advice, freedom of seeds from seed-borne diseases and GMO and including as regards merchantability and fitness for a particular purpose.
4. Any and all warranties on the part of Hazera will lapse if the Buyer acts otherwise or uses the Products other than according to these general terms and conditions of sale and delivery. In addition, any and all warranties shall lapse and Hazera shall not be liable for any product that has been repacked, treated, conditioned and/or manipulated in any way by the Buyer or by Hazera or a third party at the buyer's request.
5. The Buyer acknowledges that Products delivered by Hazera are not fit for human or animal consumption.

Article 10. 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 confirmed Purchase Order or any other agreement between the Parties (if any), i.e.:
 - whether the correct Products have been delivered;

- whether the quantity of the delivered Products corresponds with the confirmed Purchase Order or any other written agreement between the Parties (if any);
2. If visible defects or deficiencies are found, the Buyer must inform Hazera accordingly in writing within 3 working days after delivery, specifying the lot number, packing list and/or invoice details as well as any supporting evidence (photos, experts' statements etc.). Any complaints must be accompanied by the allegedly defective Products and their packaging.
3. The Buyer must report any non-visible defects to Hazera in writing within 3 working days after discovery, specifying the lot number, packing list and/or invoice details and the above instructions in clause 2 shall apply.
4. Complaints must be described in such a manner that Hazera or a third party on its behalf can verify them, including by granting access to the relevant field(s) for inspection. 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, or according to the above instructions, the complaint will not be dealt with and any rights the Buyer may have had will expire.

Article 11. Provision of Information

1. Information provided by or on behalf of Hazera in any form whatsoever is without any guarantee, warranty or commitment. Descriptions illustrations and any other information in promotional publications such as websites, catalogues and brochures, present average results of specific trials; these are neither exhaustive nor necessarily accurate, are intended for general information purposes only and not as an indication of quality and/or guarantee and shall not constitute an express or implied warranty or be regarded as advice, guidance, recommendation or representation. Hazera disclaims any and all liability on the basis of such information for different results obtained of the Plant Material. The Buyer must independently determine whether the Products are suitable for the intended use and/or can be used under the local and growing conditions. Without derogating from the generality of the foregoing, Hazera shall not be held liable for any information provided in relation to resistances (as prescribed below).

2. **Resistances.** Resistant varieties may exhibit some disease symptoms or damage under heavy pest pressure and/or under adverse environmental conditions and/or in the face of new biotypes, pathotypes, races or strains of the pest that may emerge.

In addition, for tomato seeds- soil temperature above 27°C and other stresses may cause nematode resistance to break. For further information on resistances, you should refer to the ISF definitions at <http://www.worldseed.org/our-work/plant-health/plant-disease-and-resistance>, which is incorporated herein by reference and a copy of which, can be obtained at Hazera offices upon demand.

Article 12. Force Majeure

1. without derogating from Article 4 section (2), in the event of Force Majeure and without judicial intervention being required, Hazera shall be able to wholly or partially suspend execution of a Purchase Order or any other agreement between the Parties or, if the event of Force Majeure persists, to wholly or partially terminate same. In no event shall Hazera be liable or required to pay any compensation to the Buyer in relation to such suspension or termination.

2. 'Force Majeure' means any circumstances that could not be reasonably foreseen and/or which is not under Hazera's reasonable control and as a result of which delivery of any or all Products is not reasonably possible. Force Majeure includes but is not limited to: extreme weather conditions, natural disasters, measures by or regulations of any government, war, acts of terror or civil riot, destruction of the production facilities or materials due to fire, epidemic, failure of public facilities or transport, general strikes or strikes in Hazera, complete or partial lack of raw materials and other goods and services required to deliver the Products, unforeseen delays of suppliers or other third parties that Hazera depends on, and transport difficulties.

3. If the Force Majeure lasts longer than 90 days, either Party will be entitled to terminate the affected Purchase Orders by written notice to the other Party.

ARTICLE 13. Permitted Use (License) of the Products and Product Information

1. To the fullest extent permitted under applicable law, Hazera grants the Buyer a personal, non-exclusive, non-transferable and limited license, without a right of sublicense, for the duration of the agreement to use the Products for the sole purpose of producing a single crop. In addition, the alteration, processing or repackaging of Products is strictly prohibited. Use of the Products is further limited as set out in Article 16 (No Reproduction and/or Multiplication).

2. Without derogating from the terms of Article 16 and otherwise explicitly permitted under applicable law, the Buyer may not use, or cause or permit the use of, the Products or Plant Material for any research, breeding, molecular or genetic analysis, crop, seed (re)production, propagation and/or multiplication or for any other purpose other than commercial production or cultivation of Plant Material in accordance with this Article 13.

3. The Buyer is not permitted to supply any Product to any other person or entity for production or cultivation nor distribute, sell, transfer, sublicense, encumber, mortgage, pledge, offer as security any Product to and/or on behalf of any (legal) person or entity unless expressly approved in advance and in writing by Hazera and subject to any conditions Hazera may impose.

4. In the event that the Buyer, sells or transfers Products to a third party, the Buyer shall expressly impose the obligations of Articles, 9,10, 11, 12, 14 and 16 on that third party and include them in its agreement with such third party for the benefit of Hazera, which may rely on them in legal proceedings in case of violation thereof by the third party. Failing to do so, the Buyer will be liable to defend, hold harmless and indemnify Hazera from and against any claim asserted by any such third party.

Article 14. Liability

1. All benefits and all risks associated with the use of the Products are exclusively assumed by the Buyer. If commercial use is intended, the Buyer should obtain appropriate insurance against unsatisfactory results.

2. Hazera shall in no event be liable to Buyer (or any third Party) for any special, circumstantial, punitive, indirect, incidental or consequential damage, regardless of the underlying legal theory, including but not limited to loss of profits, yield, goodwill, revenue, production, contracts or opportunity.

3. In any event and to the maximum extent permitted by law, Hazera's sole liability and the exclusive remedy of the Buyer (or any third party) for any loss, expense or damage resulting from or arising in connection with use of the Products shall, at Hazera's election, be limited to either replacement of the Products for no further consideration or an amount equal to the invoiced price of the Products (excluding VAT).

4. Without derogation from article 10 any claim for liability or compensation must be made within 12 months of the delivery of the respective Products to the Buyer, following which the Buyer's right to assert such claims and Hazera's liability with respect to the Products shall expire.

5. The Buyer is required to mitigate any damage, cost or expense to the maximum extent reasonably possible.

6. Hazera expressly disclaims any and all liability, express or implied, for damages caused by any use of products that is contrary to these general terms and conditions or other safe use instructions provided by Hazera.

7. The Buyer hereby explicitly understands and agrees to the limitations of Hazera liability set out in these General Terms and Conditions.

Article 15. Indemnification

The Buyer shall indemnify, hold harmless and defend Hazera and its affiliates and subsidiaries (current and former), directors, officers, employees and consultants against any and all third party claims, actions, proceedings, and suits, and any related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation reasonable attorney fees) incurred by or adjudicated against Hazera arising out of, or relating to any act or omission of the Buyer in breach of any term of these General Terms and Conditions or any other agreement between the Parties, including any use of the Products and/or of Plant Material other than for the purposes permitted herein, and/or the default, negligence or willful misconduct of Buyer.

Article 16. No Reproduction and/or Multiplication

1. To the fullest extent permitted under applicable law, Hazera strictly limits the sale and possession by Buyer of the Products for the sole purpose of growing a single crop of plant parts for sale or use as a vegetable product. The Buyer is not entitled to use the Products and/or derived components for further multiplication and/or reproduction purposes, nor is the Buyer permitted, without the explicit prior permission of Hazera (at Hazera's sole discretion), with respect to the Products:

I) to treat and/or use these for multiplication,

II) to offer them for sale,

III) to sell them, and/or

IV) to import or export them and/or

V) to keep them in stock for any of the above or similar purposes.

2. The above includes all essentially derived varieties from a variety supplied by Hazera.

3. The Buyer shall fully cooperate with any inspection by Hazera and shall allow Hazera (and/or third parties acting on its behalf) with direct access to its business, including in particular the greenhouses and administrative and farming facilities, to enable Hazera to carry out (or have carried out) inspections to verify compliance with the aforesaid requirements and in general for the purpose of verifying any possible infringement of Hazera's rights or violation of these General Terms and Conditions or any other agreement between the Parties. Business in this sense also includes all activities performed by third parties acting on behalf of the Buyer. Without derogating from the generality of the foregoing, the Buyer shall, at Hazera's request, grant immediate access to all administrative records with regard to the relevant parent material. The Buyer shall also impose the aforesaid obligations on its own buyers.

Article 17. Intellectual Property Rights

1. The Buyer agrees and acknowledges that, subject to the license provided under Article 13, paragraph 1, the exclusive right, title to and interest in all Intellectual Property Rights in or to the Products, Plant Material or any mutations, varieties, essentially derived varieties or biological or other material obtained therefrom or included therein, including but not limited to genetics, traits, technology and/or all its characteristics, as well as Hazera's Trademarks, shall at all times be and remain the exclusive property of Hazera and absolutely vested in Hazera or in any of its affiliates, subsidiaries or licensors.

2. If and to the extent that, under applicable law, the Buyer is or may be considered as the owner of any Intellectual Property Right in the Products, Plant Material or any mutations, varieties, essentially derived varieties or (biological) material obtained therefrom or included therein, including but not limited to genetics, traits, technology and/or all its characteristics, the Buyer undertakes to transfer and assign, and does hereby transfer and assign, for no consideration, any and all such Intellectual Property Rights to Hazera, which accepts such transfer. The Buyer hereby authorizes Hazera to register and otherwise effect or complete such transfer under the applicable law and shall, at Hazera's request, assist in and carry out all actions deemed necessary by Hazera to register, effect and complete such transfer.

3. The Buyer undertakes not to use nor register any trademark, trade name, company name, domain name, symbols or variety designation which is identical or confusingly similar to Hazera's Trademarks, company name, domain name, or symbols or variety designation owned by Hazera or any of its affiliates and subsidiaries.

4. The Buyer may not use Hazera's Trademarks for any purpose unless otherwise approved in writing by Hazera.

5. The Buyer shall fully cooperate with Hazera to defend Hazera's rights against infringement.

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 through traditional breeding methods without making use of genetic modification techniques that lead to genetically modified organisms as defined in 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. Since it cannot be ruled out that approved GM plants are also cultivated by third parties in the seed production areas, it is technically unavoidable 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, and Hazera disclaims any and all warranties in this regard.

Article 19. Severability

If a provision of these General Terms and Conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof. Where provisions of any applicable law resulting in such illegality, invalidity or unenforceability may be waived, they are hereby waived by each Party to the full extent permitted so that this General Terms and Conditions shall be deemed valid and binding agreements, in each case enforceable in accordance with its terms. Where such provisions may not be waived, the provisions affected by the invalidation will be replaced by a valid provision that corresponds as closely as possible to the purpose of the invalidated provision. The Parties must, if necessary, enter into reasonable consultations on the text of that new provision.

Article 20. Settlement of Disputes

All disputes arising out of or in connection with these General Terms and Conditions will be settled by the civil court that is competent in first instance in the place where Hazera has its registered office, unless another court is competent pursuant to the mandatory law applicable by virtue of Article 21 and unless Hazera and the Buyer have agreed otherwise.

Article 21. Applicable Law

Each Party irrevocably agrees that these General Terms and Conditions and any dispute or claim whatsoever arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the Country where Hazera has its registered office. The applicability of the Vienna Convention on Contracts for the International Sale of Goods (1980) is expressly excluded.

Article 22. Anti-Bribery

Buyer shall at all times act in accordance with any applicable law and regulation. Without derogating from the aforesaid, Buyer warrants that it and anyone acting on its behalf will at all times comply with, and procure that its affiliates, directors, officers, employees, owners (whether direct, indirect, or beneficial) service providers and any person or entity under its control shall comply with, all applicable local, state, national, and international laws, rules and regulations relating to ethical standards of behavior, including, without

limitation, those dealing with human rights (including, without limitation, human trafficking, forced or compulsory labor, and slavery), working conditions (including, without limitation, working hours, minimum wage, child labor prohibition, freedom of association, discrimination), environmental protection, sustainable development, anti-competitive or fraudulent practices, bribery and illicit payments, and corruption, the Anticorruption Laws (defined as the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act, France's Law No. 2016-1691 on Transparency, the Fight Against Corruption and Economic Modernization, any other applicable anticorruption, antibribery, antifraud, and antikickback laws, and all rules and regulations promulgated thereunder, as amended from time to time.

Buyer shall conduct its business in a manner that is consistent with the rules and principles of Limagrain Group (to which Hazera belongs), reflected in the Limagrain Ethical Principles and Code of Conduct, as amended from time to time (available at https://www.limagrain.com/data/medias/4920/style/default/Limagrain_CodeofConduct_GB_11_2019.pdf).

Article 23. Final Provisions

1. These General Terms and Conditions replace earlier versions thereof and apply to all Purchase Orders concluded after the date on which they have been published on Hazera's website under www.hazera.com.
2. The Buyer shall not assign its rights and obligations under these General Terms and Conditions or under any Purchase Order to third parties without Hazera's prior written consent.
3. The Buyer agrees that Hazera shall be permitted at all times to assign its rights and obligations under these General Terms and Conditions or under any Purchase Order to third parties by written notice to the Buyer.