

GENERAL CONDITIONS OF SALE

**Société Plastique d'Innovation et de Distribution – 4, rue Fulgence Bienvenue –
22300 Lannion – France**

Clause 1: Purpose

These general conditions of sale set out the rights and duties of SPID (Société Plastique d'Innovation et de Distribution) and of customers in the context of the sale of the following goods: Seed tray inserts and plastic crates.

All transactions with SPID (Société Plastique d'Innovation et de Distribution) are subject to the general conditions of sale set out in this document.

Clause 2: Offers

All prices and specifications are subject to change. Except in case of serious fault or willful misconduct, SPID shall not be liable for loss or damage arising from inaccurate advice or information provided in connection with the supply of products. SPID shall not be bound by orders taken, agreements made, promises or declarations made by its intermediaries including agents and representatives, except when confirmed by SPID in writing. All plans, drawings, diagrams, prototypes and calculations produced by SPID are the property of SPID and will remain its property after completion of the contract. Their reproduction and transmission in whole or in part to any third party is forbidden except in case of prior authorization by SPID.

Clause 3: Price

The prices of goods sold are those in effect on the date on which the order is placed (packaging included). They are expressed in euros net of tax. Consequently, the price payable will be increased to include VAT and transport costs applicable on the date on which the order is placed. All other costs in connection with the contract, such as freight, import or export duties, storage costs, supervision fees, bank charges, customs clearance, taxes, rates, etc, that arise or increase prior to the completion of the contract shall be at the expense of the customer. The same shall apply to any alteration to the exchange rate. SPID (Société Plastique d'Innovation et de Distribution) reserves the right to change its prices and tariffs without notice. However SPID undertakes that invoices in respect of goods shall be at the prices indicated at the time the order is confirmed.

Clause 4: Contract

Commissions and orders do not bind SPID except to the extent that they have been accepted in writing and without reservation. The contract arises when SPID's quotation, signed by the customer, is received by SPID. SPID reserves the right to change the offer if its validity period has expired, and if certain factors (including but not limited to altered prices for raw materials or transport) have affected the cost price. In the event that a customer cancels an order, the customer shall be liable to reimburse SPID for all expenses already incurred. SPID shall be free to use the services of third parties in order to satisfy an order. In case of a new development, and the fabrication of a mold, SPID reserves the right to begin to fabricate tooling only after having received written confirmation and a deposit from the customer.

Clause 5: Payment

Payment can be made as provided in the contract, by bank transfer, cheque, letter of credit / documentary credit or by any other means agreed by SPID. SPID reserves the right to require the customer to set up a bank guarantee facility. In order to receive the merchandise, the purchaser shall comply with the conditions for payment that are in force at the time when the order is received. In the event that payment is not made by the due date, SPID may decline to fulfil the order. After the due date, the customer shall be liable to pay monthly interest at a rate of 1% of the outstanding balance.

Clause 6: Title to goods

Property in the goods shall not pass from SPID to the customer until the price (both the principal and all ancillary costs) has been paid in full. On this basis, if the purchaser is made the subject of rehabilitation proceedings or judicial liquidation, SPID reserves the right to reclaim, in the insolvency proceedings, goods that have not been paid for.

Clause 7: Delivery

SPID is not responsible for acts of willful misconduct or serious fault on the part of its subordinates or sub-contractors. Delivery times are calculated based on the circumstances in force when the contract is concluded, and are only approximate. SPID is not responsible for the consequences if delivery is made after the indicated delivery date. In case of a delay in delivery for any reason whatever, the customer has no right to damages or interest, nor may the customer rely on late delivery as a reason for failing to perform its own contractual obligations. The customer must take delivery of the purchased products within the agreed period. In case of early delivery at the initiative of the purchaser, the customer shall settle any related transport costs.

Clause 8: Guarantee

SPID guarantees the conformity of products delivered and the quality of materials used and/or assembled in the production process to the extent that the conformity of the specified products is defined by the specification. SPID shall not be responsible for any loss or damage suffered by the customer or by a third party arising from a variation in the color or yield, or any anomaly in growth or quality, of the plants. SPID assumes a normal everyday use of products manufactured by it, consistent with the purpose for which they were manufactured. Defects caused by improper use, by improper handling (loading, chemical products, etc) on the part of the customer, or mounting to normal wear and tear (guaranteed for two years after delivery) are excluded from this warranty.

Clause 9: Complaints

It is the customer's responsibility to check the quantity of products delivered. All claims in this regard must reach SPID within 48 hours of delivery. Failing this, the customer shall be taken to accept as accurate the quantities stated on the consignment note, delivery note or other similar document. Claims in respect of

improper execution of orders or relating to the quality of products delivered shall be notified to SPID by post within eight days of delivery. In the absence of a claim within the above time limits, the customer shall be taken to have fully accepted the goods delivered to it. If, in case of a claim made within the time limits, it is shown that the products are defective in terms of material or manufacture, SPID will either, at its own discretion, carry out free repairs or deliver replacement products. SPID shall not be liable beyond this, and in particular shall not be liable to pay damages or interest.

Clause 10: Force majeure

SPID shall not be liable if the non-fulfilment or delayed fulfilment of one of its obligations set out in the general conditions of sale is the result of force majeure. Force majeure refers to an unforeseeable external event beyond a party's control within the meaning of Article 1148 of the Civil Code.

Clause 11: Jurisdiction

All litigation relating to the interpretation and implementation of these general conditions of sale shall be subject to French law. If the dispute cannot be resolved out of court, any proceedings shall be referred to the *Tribunal de Commerce* at Saint Briec, France. Should the English and French versions of these general conditions of sale differ, the French version shall prevail.

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