

**CAPITAL GENETIC EBT S.L. -  
General Sales Conditions**

These Sales Conditions have been written by **CAPITAL GENETIC EBT, S.L.**, with CIF B-04668323 whose address is Zamora Road Nº 2738 in Vicar (Almería) – from this moment CAPITAL GENETIC -.

These General Sales Conditions will be used in any contract of sale or delivery among the parties to the contract, unless they agree something different in writing. The fact of process or place an order involves a total entailment and unreserved from the Buyer.

**Article 1.- Partial ineffectiveness.**

The ineffectiveness (nullity or cancellation) of some articles from these General Sales Conditions will not affect the other ones, and the rest general conditions will preserve their full validity and efficacy.

**Article 2.- Goods.**

The goods only can be used according to its intended use. As a result, it is forbidden expressly any use of them for multiplicative purposes. If the delivered goods are sold to a third party, the buyer must impose this condition to that third party.

**Article 3.- Orders.**

Quotes from CAPITAL GENETIC are invitations to tender, and anyway they expire five working days from the date.

Orders are not accepted by CAPITAL GENETIC until there is no written confirmation.

Orders cannot be delivered or sold by the Buyer to a third party without the express permission of CAPITAL GENETIC.

The Purchaser should specify in writing in any order, all data and information necessary to fulfill requirements that have goods in the country in which they are delivered, such as, billing, phytosanitary requirements, international certificates and any other information related to the importation or exportation of goods.

CAPITAL GENETIC shall not be liable for delay or failure in the delivery of an order if the buyer does not respect the obligations herein.

CAPITAL GENETIC is entitled to deviate slightly from the order that the buyer has process, regarding to size, packaging, quantity and weight.

CAPITAL GENETIC is released from the obligation to issue or complete any purchase order if it has not stock of seeds. The Buyer of the goods shall not be entitled to demand, regarding to that circumstance, any kind of liability for damages.

CAPITAL GENETIC does not accept changes in processed or issued orders. Any change of the order requested by the Buyer will be considered only when it is made in writing to CAPITAL GENETIC before to the issuance, delivery or consignment of the products.

CAPITAL GENETIC promise to deliver the goods within a reasonable time, according to sowing or planting season.

The delivery date agreed between the Seller and Buyer are not considered essential condition. In case of delay in delivery of goods due to causes directly attributable to the Seller, the Purchaser shall give notice of the default to the Seller, and allow a reasonable time of at least 30 days for the Seller to remedy such breach.

**Article 4.- Buyer's obligations upon receipt of the goods.**

Purchasers should examine, upon receipt of the goods, the content of the shipment, check it arrives in perfect condition, and brand seals are intact, showing their approval to it.

**Article 5.- Carrier Liability.**

CAPITAL GENETIC is not responsible for the damage, loss, delay or other status attributable to the carrier, whatever means of transport used, so the buyer should formulate appropriate claims to the carrier before accepting the goods or accept them with the necessary cautions.

At the time CAPITAL GENETIC has delivered the goods to the carrier, the Seller shall not be liable for delays in deliveries, non-deliveries, other transport problems, and damages to the goods caused for carriage.

**Article 6.- Claims.**

Without prejudice to any action to exercise by the Buyer against the carrier, the claims to be made to CAPITAL GENETIC should go along with the following rules:

- Claims relating to the external appearance must be made within the following six days of the receipt.
- Complaints concerning the germination faculty and specific purity, must be made within the thirty following days to the date on which it took place the receipt of goods.
- Complaints concerning the authenticity and purity of the variety should be done in short time of planting responding to the date reception and when the crop has reached a state of development such that the two parties can judge it.

Under no circumstances the Purchaser shall return the goods, unless CAPITAL GENETIC agrees in writing.

If the claim is not notified to CAPITAL GENETIC in writing within the right time, it shall be considered that the Buyer has accepted the goods and the sale has been finished.

CAPITAL GENETIC shall not be liable for, in any case, the damages for an alleged delay in delivery of goods.

CAPITAL GENETIC does not warrant that the goods delivered by the Company to the Purchaser comply with the purpose for which the buyer purchases it.

In case of justified claims, CAPITAL GENETIC may replace the goods, or under its own judgment, may award a bonus that in no case exceeds the value of the product claimed.

CAPITAL GENETIC will make sure and make an effort in order to issue or deliver to its Buyer the true species seeds, with good germination according to the regulations and usages of the seeds trade. Although, the several indications in CAPITAL GENETIC catalogue about descriptions, several crop indications, technical tips, etc. are made for informative purposes only, as these can change by regions, environment, climate variations, habits of the growers, terms of use, etc.

Any risk, loss and/or damage caused by the use of the seeds, will be taken by the Buyer/User.

CAPITAL GENETIC under no circumstances accepts any claim comes from negligence or misuse of the seeds.

In any case, CAPITAL GENETIC liability is limited as specified in the clause relating to Liability.

**Article 7. - Right of domain.**

CAPITAL GENETIC reserves the domain of goods shipped and these still remains in their ownership until the agreed price is payed completely.

In the whole of its business, the purchaser is entitled to resell the above-mentioned goods but will never give them under guarantee or transfer the ownership as a guarantee. In the case of resale, the first purchaser expressly agrees to immediately pay the settlement of the purchase price owed to CAPITAL GENETIC.

Also, in case of resale the Buyer is expressly required to demand to its own purchaser or purchasers for the acceptance of the right of domain clause for CAPITAL GENETIC.

The goods subject to these Terms and Conditions may not be transformed by the Buyer.

In case of attachment or other judicial intervention on goods sold, the purchaser (Buyer) will immediately notify that fact GENETIC CAPITAL.

**Article 8. - Price and payment.**

The price of the products will be indicated on the price list that is in force at the time of order acceptance by CAPITAL GENETIC. However, CAPITAL GENETIC reserves the right to change prices without notice. Each new modified price replaces the previous price in relation to orders placed after this modification. Prices shown on the current rate will be paid in cash and do not include VAT or IGIC (Canary).

Payment must be paid promptly, that is, on the date indicated on the invoice.

If it is observed the payment could not be made or in case of liquidation, bankruptcy or creditors meeting by the Buyer, CAPITAL GENETIC may cut off or suspend the issuance or delivery of any outstanding orders or ongoing, or any agreement with the Buyer, and claims judicially to the competent court the payment of the amounts for orders already served, so as not expired or expired yet due.

The claim or claims, the Purchaser may make, shall not justify the delay or refusal to pay to CAPITAL GENETIC.

**Article 9.- Access to premises and inspection of activities of the Buyer.**

The Buyer is forced to allow CAPITAL GENETIC or person designee for it, direct access to their greenhouses and premise, and to allow CAPITAL GENETIC by itself or through an agent or representative, to inspect its activities in the case of there is suspected to be producing illegal reproduction or dissemination of the goods sold by CAPITAL GENETIC.

Within the term "Activities" also includes any act that is performed by a third party designated by Buyer.

CAPITAL GENETIC may also request permission for direct access from the Administration concerning actions of spreading their merchandise.

**Article 10.- Information about the product, use and warranty.**

All illustrations, catalogs, and CAPITAL GENETIC statements about the quality, composition, capacity, weight, measurements, applications, properties and treatment, in the broadest sense, the goods shall correspond as closely as possible to testing and practical experience CAPITAL GENETIC.

Buyer agrees that any information CAPITAL GENETIC provide in connection to quality (such as viability, germination, mechanical or genetic purity and seed health), and the results of goods relate only to trials CAPITAL GENETIC has performed in a given sample of seed and under specific conditions. Buyer agrees that the above information does not constitute an express or implied warranty.

The results obtained by the Purchaser will depend on other factors such as the growing location, conditions that have occurred before and during this, among which include: how goods are stored, climate, soil and methods crop production has been employed by the Buyer.

The Purchaser shall be solely responsible for determining the suitability and appropriateness of the use of goods in different circumstances and with different objectives.

Under no circumstances CAPITAL GENETIC, will be liable for any information provided as to the resistances.

CAPITAL GENETIC shall not be liable to the Buyer for any good that has been treated and/or has been conditioned or otherwise manipulated by the Purchaser or by a third party at the request of the Buyer.

Buyer agrees that the goods delivered by CAPITAL GENETIC, are not suitable for human or animal consumption. Therefore CAPITAL GENETIC will not be liable for any improper use of the goods and the consequences of it.

CAPITAL GENETIC only guaranteed, until the purchase price of the goods that they are consistent with the data and the description given by CAPITAL GENETIC, within the tolerances allowed.

**Artº 11.- Liability.**

CAPITAL GENETIC will be free from whole liability:

- a) If the buyer changes the goods and/or replace, modify or damage the original CAPITAL GENETIC packaging.
- b) If the Purchaser makes a treatment of the goods (sizing, pelleting, coating, disinfection, pregermination, etc).
- c) If the Buyer makes the goods are used and/or stored incorrectly.

The Buyer is expressly prohibited the use of trademarks and the set of criteria for the image of CAPITAL GENETIC.

CAPITAL GENETIC is not responsible in any way for the results arising from the implementation of the specifications and recommendations contained in its publications (catalogs, brochures, advertisement, etc.), to intervene in this process a lot of external factors to own intrinsic behavior of the variety and the different climatic conditions or the different agricultural uses.

In any case if the user has doubts about the influence of local conditions in the development of a variety, CAPITAL GENETIC recommended making a trial production on a small scale.

Under no circumstances CAPITAL GENETIC will be liable for any additional damage, measurable or resulting (including but not limited to loss of profits, customers, profits, production, contracts or opportunities).

In any case and in the fullest extent permitted by law, CAPITAL GENETIC responsibility is limited to the amount invoiced for the goods to the Buyer.

**Article 12.- Intellectual Property (copyright).**

Any offer or agreement reached between Buyer and CAPITAL GENETIC does not imply or be construed in any way as implied license to the Buyer on the intellectual property of the product offered or sold.

The good sales for CAPITAL GENETIC will not transmit in any way license under any patent on the product or its composition, and Buyer expressly assumes all risks of patent infringement by reason of its use or sale of production, individually or in combination with other materials or in any processing operation in any process.

Buyer agrees that CAPITAL GENETIC has the exclusive right, property and interests arising out of trade names, brands and corporate image (which will include designs and colors) that it uses.

The Buyer shall not use the trademarks, trade names and corporate image of CAPITAL GENETIC with any target unless the latter agrees it in writing.

Under no circumstances the Buyer shall use the products and/or its components and/or its harvest material of any way in order to multiply them and/or breed them.

Buyer will cooperate fully in the defense of the rights of CAPITAL GENETIC if they may be violated.

**Article 13.- Venue of the contract, privilege and jurisdiction.**

By the mere fact of placing an order with CAPITAL GENETIC means the Buyer fully accepts these Terms and Conditions and any dispute concerning the interpretation or performance of the contract, waiving any other jurisdiction that might correspond to it, it is submitted also expressly to the jurisdiction of the Courts of Almería, since in any case the sale is understood formalized in that city.

**Article 14.- Packaging and packaging waste.**

The final holder of packaging will be responsible for its proper delivery and proper environmental management.

**Article 15.- Force Majeure.**

It is not considered CAPITAL GENETIC is in default of contract, due to any delay in performance or any failure to perform any of its obligations under the Contract, if the delay or interruption was due to any cause of Force Majeure.

The term "Force Majeure" means circumstances considered to be beyond the control of CAPITAL GENETIC that hinder the implementation of the agreement.

**Article 16.- Organic Law on Data Protection.**

The personal data supplied by the Buyer will form part of the file CAPITAL GENETIC Customers whose aims are to maintain the contractual relationship, control and management of sales and their related collections.

CAPITAL GENETIC treat such data with the utmost confidentiality, and is agreed not to use them for any purpose different from that for which it was collected, and to keep them with the necessary measures to guarantee their security and prevent their alteration, loss, treatment

or unauthorized access.

CAPITAL GENETIC promises to maintain confidentiality with respect to said personal data, even after the contractual relationship finish.

The Buyer authorize GENETIC CAPITAL EBT, SL to retain their data for a period of five years upon expired the contractual service.

The Buyer has the opportunity to exercise their rights of access, rectification, cancellation and opposition by sending a written communication to CAPITAL GENETIC EBT, SL, Zamora Road, Number 2738, Vicar, Almería, and CP 04738.