



## **GENERAL SALES AND DELIVERY TERMS GREENEX CORPORATION**

### **1. Application**

**1.1.** The general sales and delivery conditions below are to be applied in so far as they are not deviated from by explicit written agreement between the parties.

### **2. Offers and orders**

**2.1.** Offer is free of engagement. Greenex Corporation (Greenex AS, Greenex International Inc., Greenex United States, Inc.) is only bound by its own written order of confirmation.

### **3. Cancellation of orders**

**3.1.** If the buyer cancels the order, the buyer remains obligated to pay the agreed purchase price in accordance to clause 5, unless the cancellation is due to crop failure caused by gross negligence on part of Greenex Corporation. Clause 9 applies.

**3.2.** If cancellation is due to crop failure caused by Greenex Corporation gross negligence, the buyer is nevertheless obliged to pay Greenex Corporation for the investment made for the cultivation.

### **4. Prices**

**4.1.** Prices quoted in offers, order confirmations and agreements are listed in USD, CAN\$, DKK, and/or EURO and are current prices inclusive packing costs, but exclusive V.A.T., import duties, any other taxes and levies and costs of loading and unloading, transportation, insurance, quality control, testing and botanical health inspection, unless otherwise agreed to in writing by Greenex Corporation.

**4.2.** Greenex Corporation reserves the right to alter the prices in case of changes in the rates of exchange or any other costs beyond the influence of Greenex Corporation.

### **5. Payment**

**5.1.** Upon approval of credit, invoices are payable 30 days after the invoice date. A charge of 40 USD or 25 EURO will be assessed on all returned checks.

**5.2.** If credit has not been established, payment is due when the order is placed.

**5.3.** Payment must be made in the currency of the invoice.

**5.4.** If payment is not received in due time, Greenex Corporation is entitled to charge penalty interest of 2 % per month.

### **6. Delivery**

**6.1.** The delivery clause CPT, destination airport, applies unless otherwise agreed to in writing by Greenex Corporation.

**6.2.** Greenex Corporation is entitled to dispatch in the manner which suits the company best.

**6.3.** The delivery time is counted from the date of the written order confirmation on condition that all technical details and formalities for the execution of the order are available at that date, including any import or export licenses necessary.

**6.4.** If no date/period of delivery has been agreed the delivery shall take place within a reasonable time after the conclusion of the agreement on the conditions set forth above.

**6.5.** If the date of delivery is exceeded by more than 14 days, the buyer has the right to cancel the order, by written notice to Greenex Corporation. However, if the delay in delivery is due to any of the events in clause 9 or to the buyer's action or failure, the delivery time is extended correspondingly.

**6.6.** If the buyer omits to receive the vegetative material on the date agreed upon, he is nevertheless obliged to effect any payment conditioned by the delivery as if the delivery had taken place. Furthermore, Greenex Corporation can cancel the agreement and claim damages for the loss inflicted on Greenex Corporation by the failure of the buyer.

### **7. Failure of crop**

**7.1.** In the event of complete or partial failure or impairment of the crop, Greenex Corporation is only liable for any loss inflicted upon the buyer if the failure or impairment is due to the quality of the supplied vegetative material and to the gross negligence of Greenex Corporation. Clause 9 applies.

**7.2.** Complaints concerning visible deficiencies (amount, size, weight etc.) shall be notified in writing to Greenex Corporation within 48 hours after delivery. This notification to Greenex Corporation must be including detailed description of the problem together with proving photos and sent to [candice@greenex.com](mailto:candice@greenex.com) related to Greenex International/Greenex United States OR [info@greenex.com](mailto:info@greenex.com) related to Greenex AS

**7.3.** Complaints concerning non-visible deficiencies (type etc.) shall be notified to Greenex Corporation immediately after ascertaining and at the latest within 48 hours. This notification to Greenex Corporation must be informed in writing, including detailed description of the problem together with proving photos, also within 48 hours and sent to [candice@greenex.com](mailto:candice@greenex.com) related to Greenex International/Greenex United States OR [info@greenex.com](mailto:info@greenex.com) related to Greenex AS.

## **8. Limitation of liability**

**8.1.** Whether due to delayed delivery, failure to deliver or deficient delivery Greenex Corporation is in no event liable for the following:

- damage due to products of whatever kind delivered to Greenex Corporation such as seed, potting compost, rock wool, paint etc.
- damage due to force majeure such as war, war danger, diseases and pests, strikes, fire, damage due to water, frost and storm, disturbances of growth, general crop failure, failure in energy delivery, defects in machinery, lighting damages
- all other circumstances beyond the control of Greenex Corporation

**8.2.** Greenex Corporation is not responsible for any damage that whatever goods delivered by Greenex Corporation may cause to plants or other vegetative products manufactured by the buyer or to plants or products in which Greenex Corporation goods are included or otherwise connected with.

**8.3.** Any compensation due by Greenex Corporation can never exceed the amount of the purchase price. By partial crop failure the compensation can thus never exceed the percentage of the purchase price equaling the part of the crop that has failed.

**8.4.** Greenex Corporation is not responsible for trading loss or loss of time or profits or any other indirect special or consequential damages.

## **9. Ownership/suspension of delivery**

**9.1.** Greenex Corporation remains the owner of the vegetative material delivered by him until the buyer has settled the agreed price and fulfilled any other contractual obligation towards Greenex Corporation.

**9.2.** In the event of the buyer's suspension of payment, bankruptcy or any other reasonable doubt on part of Greenex Corporation as to the ability of the buyer to fulfill his payment obligations, Greenex Corporation is entitled to postpone delivery until the buyer has provided satisfactory security or guarantee of payment. If such security or guarantee is not provided within reasonable time, Greenex Corporation is entitled to cancel the agreement. The buyer is liable for any loss that Greenex Corporation may suffer as a result of the cancellation.

## **10. Industrial and other property rights**

**10.1.** Unless otherwise agreed to in a written license contract, the buyer is not allowed to use the vegetative material of varieties bred by Greenex Corporation insofar as this material is protected by plant breeder's rights, patent law or otherwise by a perpetual clause. Any products arising out of this material can thus only be sold under the relevant name and possible trade name.

**10.2.** In respect of mutations in a variety the buyer is obligated to immediately inform Greenex Corporation thereof by registered post, and upon Greenex Corporation request to make available the offspring of the mutation for testing purposes free of charge. This obligation on part of the buyer to make the material of the mutant available to Greenex Corporation free of charge continues for a period of two years after Greenex Corporation has been informed of the mutation.

**10.3.** If the buyer wishes to exploit the mutation as a separate variety, Greenex Corporation is entitled to participate on equal terms in the breeding and trading of the cultivation material.

**10.4.** If the buyer wishes to sell the mutation as a separate variety, Greenex Corporation has a right of preference to the rights on the mutation which should be offered to him on reasonable conditions.

**10.5.** In the event of mutations in a variety the buyer must upon Greenex Corporation request give access to the relevant premises in order for Greenex Corporation to be able to examine the area, eventual sports of mutations etc.

**10.6.** The buyer is liable to Greenex Corporation for any damages caused by the buyer's violation of plant breeder's rights or other industrial property rights and/or perpetual clauses by Greenex Corporation.

**10.7.** The buyer is obliged to assist Greenex Corporation free of charge in any possible way requested in the event that Greenex Corporation becomes involved in a procedure pertaining to plant breeder's rights or other industrial property rights.

## **11. Disputes**

All disputes arising from or in connection with agreements governed by these conditions shall be settled by the Maritime and Commercial Court in Copenhagen, and the applicable law shall be Danish Law or the laws of the applicable country to which the goods were sold in.

Accepted by, the

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