

General Terms & Conditions

These General Terms & Conditions and Incotec's standard terms & conditions are applicable to all offers and agreements relating to the provision of analytical services (such as SNP testing, HPLC Seed Loading Analysis and Heubach Dust-off testing) by Incotec Europe B.V. ("Incotec").

In the event there is a conflict or any inconsistency between both sets of conditions, these General Terms & Conditions shall prevail.

Sampling

- a) The samples should be packed in proper sealed bags and the customer shall be responsible for any loss or damages, as well as for any missing samples arising from an inappropriate or improper packaging, labelling or marking.
- b) The bags should contain crop, variety name and/or lot number.
- c) Exemption letter. For customers outside the EU shipment of seeds is possible without phytosanitary certificate by use of the so-called Exemption letter. The letter enables shipment of seeds 'for laboratory use only'-purpose. No seeds will leave the laboratory unless destroyed.
- d) All samples submitted for testing must be in good condition and meet the following criteria to ensure completion of all tests as agreed:
 - a. SNP samples:
 1. Seed and leaf samples cannot be combined in one test due to different procedures of testing and should therefore be submitted in separate orders.
 2. Seeds: untreated and unpelleted. In all other cases only after consulting Incotec's order administration.

Seed samples:

Requested minimum test standard sample size as indicated in the order form under 'Test size' and under 'Required material'.

- (i) Order form remark will indicate 'Correct size' in case requested standard sample size is matched; or 'Please check total test size quantity' in case requested standard sample size is not matched.
- (ii) As indicated on the order form variety verification tests require a minimum of 48 (seed) samples. Any number of samples above 48 samples should match 12 additional samples (i.e. 48, 60, 72, etc). Any number lower than 12 additional samples will be invoiced as 12 additional samples.
- (iii) Each to be tested lot should be supplied with a minimum number of seeds as indicated on the order form under 'Test size' and 'Required material' plus a surplus of seeds as indicated per test type on the order form under 'Required material'.

3. Leaf: no samples allowed other than those submitted following the Incotec leaf sampling protocol (which will be provided at first request), including provided disposables (i.e. plate, cap mat, etc.) for sample submission.

Leaf samples:

Requested minimum test standard sample size as indicated in the order form under 'Test size' and under 'Required material'.

- (i) Order form remark will indicate 'Correct size' in case requested standard sample size is matched; or 'Please check total test size quantity' in case requested standard sample size is not matched.
- (ii) As indicated on the order form variety verification tests require a minimum of 48 (leaf) samples. Any number of samples above 48 samples should match 12 additional samples (i.e. 48, 60, 72, etc). Any number lower than 12 additional samples will be invoiced as 12 additional samples.
- (iii) Plant grid indicating position of variety/plant sample per well should be provided in a horizontal manner as described in the Incotec leaf sample protocol.

b. HPLC and/or Heubach Dust off testing samples;

1. HPLC and Heubach Dust off testing samples cannot be combined and therefore require individual packaging.
2. All actives present (including actives not indicated for testing) should be mentioned on the package.
3. An MSDS of all actives present (including actives not indicated for testing) on the treated or pelleted seeds needs to be digitally provided together with the order form.

(i) HPLC;

- a. no special packaging is required;
- b. the minimum number of seeds needed for testing depends on the size of the seeds to be tested as indicated on the order form under 'Required material'.

(ii) Heubach;

- a. the samples should be provided in a breathable paper bag on its turn packed in – vacuum – sealed plastic bag;
 - b. the minimum amount of seeds required for testing depends on the size of the seeds to be tested as indicated on the order form under 'Required material'.
4. In case an HPLC test is required for an active not routinely tested or validated an additional surcharge will be applicable for active standard sample purchase and/or validation purpose(s).

Sample storage

- a) All samples tested at Incotec's laboratory are preserved for a fixed period of time from the date of testing as described below and no complaints can be made by the customer to Incotec after destruction of the seeds:
 - a. Heubach Dust off testing: two (2) weeks after the testing date;
 - b. HPLC testing: four (4) weeks after the testing date; and
 - c. SNP testing: eight (8) weeks after the testing date.Any complaints not made as required shall be waived.
- b) All samples shall remain at Incotec's laboratory storage facility and shall be destroyed as soon as the maximum storage period has passed.
- c) No samples shall be returned to the customer for whatever reason.
- d) All possible care will be taken in handling and storage of the samples, but the risk of loss of samples shall be borne by the customer in case of a force majeure event.

Use of test results / limitation of liability

- a) The test results are only applicable to the seed samples as tested and shall not be representative for the original seed lot or any other lots of the same variety or treatment.
- b) The results reported in the test report are only valid under the conditions of testing as stated.
- c) Any use of the test results or reports and any data provided by Incotec shall be in all cases the sole responsibility of the customer.
- d) In the event any test has been performed as part of a piracy-dispute, with or without prior notification by the customer to Incotec, an additional Phenotypical test to be carried out by Naktuinbouw or any other OECD accredited laboratory for research shall always be necessary.
- e) All testing shall take place in accordance with validated testing protocols or in case of the Heubach Dust off testing in accordance with the official Heubach Dust off testing protocol. In the event of any complaint or dispute, any verification test by Incotec is only possible before destruction of the seed samples. Any costs shall be borne by the non-prevailing party. The outcome of such test shall be final and binding on the parties.
- f) Neither Incotec or any of its directors, employees, subcontractors, agents or any other persons who perform services for it in connection with the testing of seed samples shall have any liability for indirect, special or consequential loss or damage (including, without limitation, loss of profit, loss of revenue, loss of savings or anticipated savings, loss of production, business or business opportunities or any third party claims); whether such liability would arise in contract, tort (including negligence) or breach of statutory duty or otherwise, unless in the event of wilful misconduct or gross negligence. In respect of all other loss or damage Incotec's maximum liability shall be limited to the net invoice value of the relevant order.