

TERMS & CONDITIONS FOR THE SALE AND USE OF CROPLAN® SEED

A. InteliGro Proprietary Limited ("InteliGro") (Registration number: 1998/004580/07):

1. ACCEPTANCE AND SCOPE

- 1.1. Any person who purchases, opens, plants and/or uses Croplan® seed or any employee, agent or affiliated of such a person ("Purchaser") is deemed to have accepted these Terms & Conditions.
- 1.2. If the Purchaser does not accept these Terms & Conditions, the unopened bag must be returned to InteliGro.
- 1.3. InteliGro's Standard Conditions of Sale apply to all Croplan® purchases and are available at: www.inteligro.co.za/assets/inteliGro-standard-terms-of-sale.pdf.
- 1.4. To the extent of any irreconcilable conflict between these Terms & Conditions and InteliGro's Standard Conditions of Sale, these Terms & Conditions shall prevail.

2. GOVERNING LAW AND JURISDICTION

These Terms & Conditions are governed in terms of the laws of the Republic of South Africa ("RSA") and the Purchaser and InteliGro submit to the non-exclusive jurisdiction of the High Court of South African should any dispute arise.

3. LIMITED WARRANTY

- 3.1. Croplan® complies with all statutory quality requirements applicable to seed in the RSA.
- 3.2. As a natural biological product, Croplan® is subject to conditions and influences beyond the control of InteliGro.
- 3.3. InteliGro provides no warranty, whether express or implied, regarding the subsequent suitability, quality, performance, or absence of defects in Croplan®.
- 3.4. Any crop performance information provided by InteliGro is based on observations and/or credible third-party sources and is for illustrative purposes only.
- 3.5. Crop performance depends on the interaction between, amongst others, seed genetics, physiological characteristics, environmental conditions and management practices. InteliGro therefore gives no warranty, whether express or implied, regarding crop performance and accepts no liability for any loss, whether direct or consequential, arising from any cause or any use of Croplan® whatsoever.
- 3.6. Croplan® is supplied subject to unknown conditions that may be present therein, and the Purchaser expressly accepts Croplan® on this basis.
- 3.7. Where the Purchaser proves non-conformance in respect of Croplan® and suffers any loss and/or damages as a result of such non-conformance, whether direct or consequential, the Purchaser's sole remedy, at InteliGro's election, is either (i) a refund of the purchase price paid by the Purchaser for the Croplan® products concerned, or (ii) replacement with the same quantity of the Croplan® products concerned.
- 3.8. The Purchaser must familiarise itself with, and comply with, all RSA statutory requirements governing the handling of Croplan® and any seed or plant material produced from it.
- 3.9. The Purchaser acknowledges the potential for nominal mass loss due to moisture loss and undertakes not to hold InteliGro liable for any such loss.

4. CONSUMER PROTECTION ACT

- 4.1. The Consumer Protection Act No. 68 of 2008, as amended ("CPA") is not applicable where the Purchaser is a juristic person with an annual turnover in excess of the amount prescribed by the Minister of Trade, Industry and Competition from time to time.
- 4.2. The Purchaser confirms it is able to determine whether it is subject to the CPA or not, alternatively, the Purchaser is aware that it may approach the InteliGro for advice on the applicability of the CPA.
- 4.3. In instances where the CPA is applicable, without derogation of any other rights in terms of the CPA:
 - 4.3.1. the Purchaser shall have the right to terminate the transaction in writing, within 5 (five) business days after conclusion of the transaction or 5 (five) business days after delivery of the Croplan® products, if the purchase of Croplan® was the result of direct marketing by InteliGro or its appointed agent. The Purchaser shall at its own cost and risk return any Croplan® already delivered. InteliGro shall refund any payment made by the Purchaser within 15 (fifteen) business days after such return or, when no Croplan® had been delivered, 15 (fifteen) business days after receiving notice of the termination of any order of Croplan®;
 - 4.3.2. InteliGro's liability for late delivery of Croplan® is limited to the extent contemplated in terms of the provisions of section 47 of the CPA in the event of any shortages of Croplan®; and
 - 4.3.3. in the event of any allegation that Croplan® is unsafe or defective, InteliGro shall not be liable for any damages caused where such characteristic, failure, defect or danger did not exist at the time of delivery of the Croplan® by InteliGro to the Purchaser.

5. INTELLECTUAL PROPERTY AND PERMITTED USE

- 5.1. The planting of Croplan® is for single crop for production only. The Purchaser is prohibited from doing anything other than such actions which are normally associated with crop production in respect of Croplan®. Among other things, the Purchaser is specifically prohibited from breeding, reverse engineering, research, producing foundation seed, exporting progeny for propagation, using Croplan® for food or animal feed production or any use not permitted in writing by InteliGro in respect of Croplan®.
- 5.2. Title to the Foundation Seed supplied to InteliGro shall remain with Bayer Proprietary Limited ("Bayer").
- 5.3. The Purchaser acknowledges that its use of Croplan® (which use may include the use of other technologies which is developed and/or marketed by Bayer, including YIELDGARD® and ROUNDUP READY®) is subject to any terms and conditions prescribed or amended by Bayer from time to time and agrees to comply with all such requirements as a condition of continued use.

6. GMO AND REGULATORY COMPLIANCE

Croplan® contains the trait(s) listed on this bag. The Purchaser must comply with all RSA statutory requirements as well as other applicable laws requiring it to obtain any relevant GMO permits, commodity clearance and biosafety requirements. The Purchaser acknowledges that it is aware of all relevant obligations and responsibilities in terms of RSA statutory requirements and laws.

7. REVIEW OF RECORDS AND DATA PROTECTION

InteliGro may request any records of the Purchaser to verify compliance with these Terms & Conditions and/or any applicable laws, and the Purchaser shall comply with such request within 7 (seven) business days. The Purchaser acknowledges and expressly grants permission for the use of any personal information provided to InteliGro for the sole purpose of facilitating and completing the transactions with InteliGro. This personal information may include but is not limited to the purchaser's name, contact details, billing information, and any other relevant data necessary for transaction process. By providing this personal information, the Purchaser agrees that InteliGro may utilise it solely for the purposes of conducting business transactions with the Purchaser. This includes but is not limited to processing orders, facilitating payments, arranging deliveries, and providing customer support services. Personal Information will be processed in terms of the Personal Information Act No. 4 of 2013. InteliGro's privacy policy can be viewed at: www.inteligro.co.za/assets/InteliGro-privacy-policy-website.pdf.

B. Bayer Proprietary Limited ("Bayer") (Registration number: 1968/011192/07):

Croplan® is a maize hybrid seed containing YIELDGARD® Maize 2 and ROUNDUP READY® Maize 2 technology please read the below before opening this bag:

Croplan® was produced following industry standard practices to produce commercial seed and in accordance with all applicable seed quality laws, regulations and standards, and meets the quality standards achievable through the application of those standards and practices.

1. BAYER LIMITATION OF WARRANTY AND REMEDY NOTICE TO THE PURCHASER:

Bayer warrants that Croplan® conforms to the descriptive statements on the label, within the recognised tolerances. This express warranty excludes all other warranties, express or implied, and specifically excludes any warrant of merchant-ability or fitness for a purpose other than that Croplan® conforms to the descriptive statements on the label. There are no warranties which extend beyond the label description. By acceptance of Croplan®, the Purchaser expressly agrees that Bayer's liability and the Purchaser's exclusive remedy for any loss shall be limited in all events to a return of the purchase price of the seed.

No liability hereunder shall be asserted unless the Purchaser or user reports to Bayer within a reasonable period after discovery (not to exceed 30 (thirty), any conditions that might lead to a complaint.

2. ADDITIONAL TERMS OF SALE:

By acceptance of Croplan®, the Purchaser expressly agrees that the Purchaser does not acquire any rights to use Croplan®, or genetics, or parental material contained within, for any purpose other than the production of a product for feeding or processing without the express written permission of Bayer. By opening this bag of Croplan®, the Purchaser agrees to the terms of the Bayer Technology Agreement.

3. YIELDGARD® MAIZE 2 AND ROUNDUP READY® MAIZE 2:

Croplan® contains YIELDGARD® Maize 2 and ROUNDUP READY® Maize 2 technology - genes *cry1A.105* and *cry2Ab2* from *Bacillus thuringiensis* var. *kurstaki* and *cp4 epsps* from *Agrobacterium* strain CP4. *Cry1A. 105*, *Cry2Ab2* and *CP4 EPSPS* proteins and the genetic material necessary for its production in maize, are approved as safe for human, animals and the environment in terms of the GMO Act No. 15 of 1997. This product is protected by one or more patent rights.

YIELDGARD® Maize 2 technology provides effective control of stalk borers, *Busseola fusca*, *Chilo partellus* and fall armyworm, *Spodoptera frugiperda*. ROUNDUP READY® Maize 2 technology provides tolerance to registered glyphosate formulations.

4. BAYER CROP SCIENCE IS A MEMBER OF EXCELLENCE THROUGH STEWARDSHIP® (ETS):

Bayer products are commercialised in accordance with ETS Product Launch Stewardship Guidance and in compliance with Bayer's Policy for Commercialization of Biotechnology-Derived Plant Products in Commodity Crops. This product has been approved for import into key export markets with functioning regulatory systems. Any crop or material produced from this product can only be exported to, or used, processed or sold in countries where all necessary regulatory approvals have been granted. It is a violation of national and international law to move material containing biotech traits across boundaries into nations where import is not permitted.

5. PRODUCT USE STATEMENT:

The Purchaser is required to accept a Bayer Technology Agreement prior to planting this seed containing YIELDGARD® Maize 2 and ROUNDUP READY® Maize 2 technology. The Purchaser must plant and grow this seed in accordance with the Bayer Technology Agreement and the Product Information Guide, which are available from Bayer.

A refuge must be planted with a non-YIELDGARD® Maize 2 (non-Bt) hybrid within 7 (seven) days prior to or 7 (seven) days post planting of this YIELDGARD® Maize 2 and ROUNDUP READY® Maize 2 seed. (For detailed refuge information, refer to the Bayer Technology Agreement and Product Information Guide.)

NOTE:

Read this limit of Warranty and the Liability statement in the Product Information Guide, the Bayer Technology Agreement, and on this bag before opening this bag. Opening this bag constitutes acceptance of those terms and conditions.

**Seed has been treated with registered seed treatments.
Do not use for food or feed.
FOR CULTIVATION ONLY**

BAYER TECHNOLOGY AGREEMENT:

It is a violation to use this seed for any purpose without signing a Bayer Technology Agreement from Bayer.

Bayer Proprietary Limited
Collaboration Hub, 1st Floor, Waterfall Circle, 9 Country Estate Drive, Waterfall City, Midrand, 2090, Johannesburg, South Africa
Tel: 011 921 5911

YIELDGARD® and the YIELDGARD® logo designs are registered trademarks of Monsanto Technology LLC.
ROUNDUP READY® and the ROUNDUP READY® logo designs are registered trademarks of Monsanto Technology LLC.
Excellence Through Stewardship® is a registered trademark of Excellence Through Stewardship.