

General provisions on the sale of goods by Lantmännen Cooperative, Lantbruk business area, to tradesmen (General terms of sale)

1 Scope

- 1.1 These General Terms of Sale (the Terms) are applicable to sale to a tradesman (Purchaser) of a certain quantity of goods such as feed, seed and plant protection, so-called fungible goods.
- 1.2 The Terms apply only to the extent that there are no special provisions applicable to a specific product or group of goods and that no special agreement has otherwise been entered into.
- 1.3 These Terms do not apply to sale to consumers primarily for their individual use.

2 Nature of the goods

- 2.1 An order for goods shall be assumed to relate to the goods as described in the current product sheet, description of goods or equivalent issued by the Lantbruk business area (the Vendor), if such is available and no special agreement has otherwise been entered into.
- 2.2 The Vendor shall supply commercially useable, good-quality and undamaged goods that satisfy the requirements laid down by the authorities.

3 Delivery of goods

- 3.1 If goods are to be transported to the Purchaser, they shall, unless otherwise specified in a delivery clause or elsewhere in the contract, be considered to be delivered to the Purchaser when the goods have been handed over to the carrier engaged by the Purchaser or, if the Vendor transports the goods, when the goods have been unloaded at the Purchaser's premises at the place specified by the Purchaser, in the yard alongside the vehicle if no place was specified, or at the premises of someone who is receiving the goods on the Purchaser's behalf.
- 3.2 In the case of goods classified as dangerous goods (e.g. plant protection products), it is the responsibility of the Purchaser to designate a special place of discharge that meets the statutory requirements.
- 3.3 If the contract does not specify when and/or where goods are to be delivered, they may be delivered within a reasonable time and at a place determined by the Vendor.
- 3.4 If the Purchaser is to fetch the goods, this shall be done at a time and place specified by the Vendor. Goods are considered to have been delivered when the Purchaser, or the carrier designated by the Purchaser, has received the goods.

4 Risk

Risk is transferred to the Purchaser when the goods have been delivered to the Purchaser in accordance with point 3. If it has not been possible to deliver the goods on time because of the Purchaser or a circumstance on the Purchaser's side, and the Vendor has done what is incumbent on him to enable delivery to be made on time, risk is transferred to the Purchaser at the time when the goods could have been delivered.

5 Delayed delivery

- 5.1 If the Vendor assesses that delivery of the goods will be delayed, the Purchaser shall be informed of this within a

reasonable time, indicating when delivery of the goods can be made.

- 5.2 The Purchaser may only cancel the purchase if the delay is of fundamental importance to him. The purchase may not be cancelled if the delay is due to the Purchaser or a circumstance for which the Purchaser bears the risk.

- 5.3 If delivery is being made in separate consignments, consignments already delivered may be cancelled as well as the consignment which has not been delivered, if the Purchaser can show that these cannot be used for the intended purpose without the consignment with which the Vendor is delayed.

- 5.4 If the purchase is cancelled, the Purchaser is entitled to a refund of what he has paid for the goods to which the cancellation relates, provided the delivered goods are returned in perfect condition. In this case the Vendor is liable for the costs associated with return of the goods.

- 5.5 The Purchaser has no right to compensation beyond the above provisions of this point as a result of delay on the part of the Vendor unless the Purchaser has demanded delivery on a specific day or within a specific time, and the delivery time has been confirmed in writing by the Vendor. Automatically generated confirmations, e.g. via the direct order system, are not considered to be written confirmation.

6 Acceptance inspection

- 6.1 Goods shall be accompanied by a delivery note.
- 6.2 On delivery of the goods, the Purchaser shall immediately check the nature, quality and quantity against the delivery note and, where appropriate, check that the packing material is undamaged and the seal unbroken. When the packing material is removed, the Purchaser shall complete the acceptance inspection by checking the goods.

7 Complaints

- 7.1 The Purchaser may not adduce errors or defects in the delivered goods unless he notifies the Vendor of the error or defect within the times specified below.
- 7.2 Complaints concerning errors or defects which have been noticed or should have been noticed when the goods were delivered to the Purchaser shall be made within one week of delivery or, where appropriate, collection. If the error or defect can be assumed to have occurred during transport and the goods are receipted on a separate consignment note, notification of this shall be made to the freight carrier immediately and to the Vendor within no more than one week.

- 7.3 In other cases a complaint concerning an error or defect shall be made within a reasonable period of when the error or defect was noticed or should have been noticed, or otherwise came to the attention of the Purchaser as a result of a complaint from a third party, but in any case within two (2) months of delivery in accordance with this Contract, unless the nature and use of the goods, terms of sale, guarantees or similar obligations dictate otherwise. After that the Purchaser forfeits the right to adduce errors or defects in the goods.

7.4 Complaints shall be accompanied by the relevant documentation such as proof of sealing for seeds, label with batch number or equivalent which enables the Vendor to trace and check the delivery in question. If this condition is not satisfied, the complaint is null and void.

8 Liability for errors or defects

8.1 If errors or defects have been established in the delivered goods and if the Vendor is liable for this, it is the responsibility of the Vendor to rectify the situation as quickly as possible at no cost to the Purchaser.

8.2 If the Vendor has not delivered perfect goods to replace or supplement the delivered goods within a reasonable time of the Purchaser's submitting a timely complaint about the goods, the Purchaser is entitled to a deduction on the price equivalent to the error or defect. If the error or defect is of fundamental importance to the Purchaser and the Vendor realised or should have realised this, the Purchaser is entitled to cancel the purchase.

8.3 In the cases referred to in the above provisions of this point, the Purchaser is also entitled to reasonable compensation for any direct losses he can demonstrate he has incurred. The entitlement to compensation does not extend to compensation for damage to property other than the delivered goods nor for indirect losses and consequential losses such as loss of profit, loss of income, loss of goodwill, etc. If the Purchaser can demonstrate that the delivered goods lack specifically promised properties, compensation is payable for losses caused as a result of reduction or cessation of production or turnover which is wholly the result of the absence of the promised property.

8.4 Notwithstanding the restrictions listed in point 8.3, compensation is payable for product liability claims resulting from negligence. Compensation of this nature is, however, limited to the amount payable on the basis of the Vendor's product liability insurance. If there is no product liability insurance in place for a specific type of damage, the Vendor's liability to pay compensation for product liability claims shall be limited to a maximum amount equivalent to 25 price base amounts for each claim.

9 The Purchaser's duty of care

9.1 If the Purchaser wishes to reject goods which he has accepted, he shall carry out reasonable measures for care of the goods on the Vendor's behalf.

9.2 If the Purchaser wishes to reject goods sent to him or kept available for him at the place of destination, he shall take care of the goods on the Vendor's behalf without unreasonable cost or inconvenience.

10 Credit control

Purchasers who do not buy for cash grant the Vendor the right to check their balance with other group companies within Lantmännen.

11 Price etc.

11.1 The Purchaser shall pay the price specified by the Vendor at the time, or that has otherwise been agreed between the parties, plus value added tax. Other indirect taxes applicable at the time, such as fertiliser tax or other specific taxes, fees required by law, other statutes or sector agreements, will be added, unless it is explicitly stated that the specified or agreed price includes such taxes or fees. This applies irrespective of when delivery has been agreed or takes place.

11.2 If the Vendor so requires, the Purchaser shall provide the Vendor with acceptable security for the claim that the Vendor may have against the Purchaser.

12 Payment, etc.

12.1 Unless otherwise agreed, payment shall be made in accordance with the payment terms issued from time to time by the Vendor.

Among other things, the Vendor has the right to debit invoicing fees, advising fees, payment reminder fees and credit supplements for specific goods.

12.2 If the Purchaser does not effect payment on time and this is not because of the Vendor or a circumstance on the Vendor's side, the Vendor may demand payment plus interest on overdue payment in accordance with the Vendor's interest provisions in force at any time. If payment is not effected following a written payment reminder, the Vendor has the right to cancel the purchase and to recover the delivered goods and receive damages.

12.3 If the Vendor institutes legal proceedings against the Purchaser as a result of the latter's failure to effect payment on time, the Vendor has the right to interest in accordance with point 12.2 on both the capital claim and interest accrued previously.

13 Right of ownership

The Vendor is not liable to deliver goods, transfer documents or otherwise surrender the right to dispose of the goods until the Purchaser has made payment in full, unless credit has been arranged or the Purchaser has obtained a delay for payment.

14 Suspected breach of contract

14.1 If, after the purchase, there are reasonable grounds to assume that the Purchaser will not discharge a material part of the contract, the Vendor may postpone performance and withhold delivery of the goods and require the Purchaser to provide the Vendor with acceptable security for correct performance of the contract. If there is a delay in providing security, the Vendor has the right to cancel the part of the purchase which has not been performed.

14.2 The Vendor may cancel the purchase without first requiring security if the Purchaser is declared bankrupt or can otherwise be expected not to fulfil his obligations under the contract as a result of insolvency.

15 Personal data

The Vendor has the right to register and document relevant customer data within the framework of the Swedish Personal Data Act.

16 Grounds of discharge from liability

In the event of war or acts of war, state of emergency, mobilisation or other enhanced state of military preparedness, public regulation of goods, markets or prices or rationing, strike or lockout on the labour market, crop failure or some other marked reduction in harvest, fire, act of God, mechanical damage, orders by authorities or other circumstances which cause significant production disruptions, restrictions in accessibility or other obstacles to transport or other circumstances comparable with the foregoing circumstances (e.g. thawing of frozen soil) or in the event of another unforeseen circumstance which makes the Vendor's performance of the contract unreasonably onerous, the Vendor is exempt from all liability to pay compensation for resulting delays to deliveries of goods ordered or promised. In addition, the Vendor is entitled to cancel that part of the purchase the performance of which

is prevented or which is unreasonably onerous for the Vendor, without being liable to pay compensation. The Vendor shall, however, exercise the right of cancellation within 14 (fourteen) days of the reason for cancellation occurring.

17 Miscellaneous

The Purchaser is responsible for familiarising himself with and observing all the special rules which may apply to specific products. This may concern, for example, special rules governing transport, storage, handling and use of high-risk products such as ammonium nitrate and pesticides or the obligation to notify the Swedish Seed Trade Association that the harvest from certified seed has been used in turn as seed.

18 Disputes

18.1 Disputes concerning the interpretation or application of contracts to which these Terms are applicable shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. If the amount in dispute does not exceed 50 price base amounts, the arbitral tribunal shall be composed of one arbitrator.

18.2 Notwithstanding point 18.1, the party is entitled to submit an application to the Swedish enforcement service for an order to pay a debt where there is a clear and overdue claim.

Effective June 2010

