

TERMS & CONDITIONS FOR SALE AND DELIVERY OF PLANTS, RAW MATERIAL AND OTHER MOVEABLE GOODS

THIS SALES ORDER ACKNOWLEDGEMENT IS MADE AND GIVEN ON THE EXPRESS UNDERSTANDING THAT THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE SALE AND DELIVERY OF PLANTS, RAW MATERIAL AND OTHER MOVEABLE GOODS BELONGING TO OASIS YOUNG PLANTS LIMITED “OYP”. OYP’S ACCEPTANCE OF ANY ORDER IS EXPRESSLY MADE CONDITIONAL UPON THE BUYER’S ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HERE. THE BUYER’S SILENCE OR ITS ACCEPTANCE OF OYP’S PLANTS, RAW MATERIAL AND OTHER MOVEABLE GOODS WILL CONSTITUTE ITS ACCEPTANCE OF THESE TERMS AND CONDITIONS.

1. Definitions.

The term “OYP” means the seller. The term “Buyer” means the individual, corporation or other legal entity that has submitted an order to OYP. The term “Order” means the Buyer’s expressed request, whether oral or written, to purchase plants, raw material, seeds, seedlings and/or other moveable goods from OYP (inclusive of any year long program for delivery of Plant Products outside of The United Republic of Tanzania). The term “Offer” means OYP’s expressed written proposal to sell plants, raw materials, seeds, seedlings and/or other moveable goods belonging to OYP to the Buyer (inclusive of any year long program for delivery of Plant Products outside of The United Republic of Tanzania). The term “Plant Products” means all of the plants, raw material, seeds, seedlings and other related products or moveable goods that the Buyer desires to purchase from OYP. The term “Invoice” means the full list of Plant Products as outlined in the Order or Offer and their related prices as well as any other related charges pertaining to the Offer or Order.

2. Order Acceptance.

The Buyer’s Order is subject to acceptance by OYP, which acceptance is made expressly contingent upon the Buyer’s agreement to OYP’s terms and conditions stated here of which terms will constitute the sole terms and conditions of this Order. The Buyer’s acceptance of such terms and conditions will be conclusively presumed if and when (a) the Buyer receives and signs this document, sends OYP a written confirmation of the Order or Offer (as the case may be) whether by email or other written format and signs the Invoice, and makes no written objection within seven (7) days of such receipt; or (b) when the Buyer accepts all or any part of the Plant Products reflected by the Offer or Order.

3. Modification

OYP reserves the right at any time to make modifications to the Order or Offer or any part thereof, upon notification to the Buyer. Any modification to the Order or Offer will be made in writing and must be signed by both OYP and the Buyer.

4. Price

The Seller has the exclusive right to equitably adjust the pricing of Plant Products in accordance with any related expenses. Prices for the Plant Products are exclusive of VAT and additional costs including (but not limited to) transportation, packaging, quality control, phytosanitary inspection and other charges which may be incurred by the Buyer. All Prices for Plant Products included in the Offer or Order will be indicated on the related Invoice and the Buyer’s acceptance of such prices will be conclusively presumed when the Buyer signs the Invoice.

5. Payment Terms.

Payment for the Plant Products sold must be made in cash or bank transfer and all payments must be made within 14 days of receipt of the Invoice. Failure of which will result in cancellation of the Order or Offer and a cancellation fee payable to OYP amounting to twenty –five percent (25%) of the price as indicated on the Invoice. OYP will bear no responsibility for all taxes, fees, and duties assessed against the Buyer in connection with the Order or Offer and delivery of the Plant Products.

6. Single – Use Packaging

Single-use packaging will be charged separately at cost price for purchases within The United Republic of Tanzania and will be indicated on the Invoice. The cost price of single –use packaging will be included in the pricing for Plant Products to be exported outside The United Republic of Tanzania.

7. Delivery, Title and Risk of Loss

OYP will deliver the Plant Products to the Buyer at the agreed location as indicated on the Order or Offer after which, all such title and risk will pass to the Buyer. OYP will not be liable for any losses, damages, penalties or expenses for failure to meet any delivery date. Plant Products will be delivered to the Buyer by road, sea or air depending on the location of the Buyer and such Plant Products will be considered to have been delivered when offloaded to the Buyer's agreed delivery site and the delivery note signed by the Buyer. Refusal by the Buyer to accept the Plant Products upon delivery on the agreed date and location will not absolve the Buyer from any related risk in title or loss by OYP. In the event in which third parties seize Plant Products prior to the Buyers receipt of such, the Buyer must immediately, within twenty-four (24 hours) inform OYP. If OYP has good reason to believe that the Buyer will not comply with its obligations in time or only partially, OYP is entitled, subject to retention of title, to take possession of all the delivered Plant Products immediately. As a result of such, the Buyer will be held liable for all associated costs incurred by OYP including (but not limited to) transport costs and the costs incurred for the maintenance of the Plant Products. If the Buyer chooses to purchase and collect the Plant Products directly from OYP's site however, all such title and risk will pass to the Buyer when the Plant Products have been entrusted to the Buyer or set aside for the Buyer.

8. Sample, Disclaimer of Warranty & Complaints

The sample of Plant Products shown to the Buyer is representative in nature and the bulk of the order may differ slightly. Inspection, acceptance or rightful rejection of the Plant Products must be made immediately by the Buyer when the Buyer purchases the Plant Products in person from OYP's site or within two (2) days after the Buyer's receipt of the Plant Products when Plant Products have been delivered by OYP to the Buyer at the agreed site as indicated on the Order or Offer. Any complaints regarding visible or non-visible defects must be further confirmed in writing within eight (8) days. Failure of such will result in the Buyers forfeiture of any rights regarding rejection of such delivered Plant Products. Although OYP can provide the Buyer with product and crop technical knowledge, OYP makes no warranty, express or implied (including but not limited to warranties of merchantability or fitness for a particular purpose), except as is expressly set forth here. In the event in which OYP and the Buyer are not in agreement in regards to complaints made by the Buyer, the Buyer must present their appeal to an independent, officially accredited expert who will compile an expertise report. Liabilities incurred for the appeal will be borne by the Buyer if the complaint is not justified and likewise by OYP if the complaint is deemed just. Complaints regarding a portion of the relevant Plant Products may not lead to a rejection by the Buyer of the whole and liability for damages by OYP may not exceed the amount indicated on the Invoice excluding VAT.

9. Cancellation & Returns Policy

If the Buyer is dissatisfied with the Plant Products and has informed OYP either immediately or promptly within two (2) days of receipt of such Plant Products as applicable to the purchase Offer or Order, and where the Plant Products have not been damaged, soiled, are deemed to be in the same condition as when purchased and where the packaging is reasonably intact, OYP will attempt to place such Plant Products on market for re-sale for a period which will not exceed 2 weeks from the date of notification of dissatisfaction. If OYP is able to sell the relevant Plant Products for the same price as indicated on the Buyers Invoice, OYP will refund the Buyer the purchase price less any costs including (but not limited to) transportation and maintenance costs. If OYP is only able to re-sell the Plant Products for a lower price than as indicated in the Invoice, OYP will refund the Buyer the purchase price less the difference in purchase price and any other costs including (but not limited to) transportation and maintenance costs. If OYP is unable to re-sell the Plant Products within 2 weeks from the date notification of dissatisfaction, OYP is entitled to one hundred percent (100%) of the purchase price as indicated on the Invoice and will notify the Buyer of such failure of re-sale immediately. Notwithstanding the above, the Buyer will be liable for a twenty-five percent (25%) cancellation fee of the purchase price as indicated on the Invoice on all Plant Product Orders which are cancelled after the Order or Offer has been accepted and the related Invoice issued by OYP.

10. Force Majeure

OYP will notify the Buyer as soon as possible of any delays in performance or for non-performance due to unforeseen circumstances or causes beyond OYP's reasonable control but will not be held liable for such except for acts of gross negligence. In the event in which OYP is unable to perform its duties for reasons of force majeure, the Buyer and OYP will discuss adjustment/modification of Plant Products supplied and/or dissolution of the sale agreement. If both parties do not reach an agreement within ten (10) days after notice has been sent by OYP, the aggrieved party may refer the matter for arbitration as outlined in clause 13 of these Terms and Conditions.

11. Plant Breeders' Right (PBR) & Contractual Protection of Original Species

The starting material of plant varieties by one in the Netherlands and/or any other country applied for or granted Plant Breeders Rights or a contractual perpetual clause for Plant Breeders Rights protection, may solely be grown by the Buyer. The Buyers production premises must be located in the Netherlands or in the European Union only. If the Buyer finds a mutant in the protected species, the Buyer must report this immediately by registered mail to the breeder's right holder. At the request of the breeder's right holder, the Buyer shall within a period of two (2) months from receipt of such request, without charge, cede trial material of the mutant to the holder of the breeder's right. The Buyer is aware that the finder of a mutant in the protected species requires the permission of the holder of the breeder's right of this particular race to exploit the mutant. In the event in which the Buyer and OYP get into a dispute regarding grower's rights or other industrial property rights, the Buyer must co-operate with requests given by OYP, including requests for assistance in gathering evidence as required.

12. Indemnity

The Buyer agrees to indemnify and hold OYP harmless against all causes of action in respect of any damage, loss or injury (including death) to any person or property arising out of the Buyer's negligence, acts or omissions, occurring in connection with the Buyer's performance of its obligations under the Order or Offer for purchase of Plant Products as the case may be. The Buyer shall also protect, indemnify and hold harmless OYP and its personnel, affiliates and assigns, against any and all liability, loss or expense by reason of any claim, in respect of intellectual property, whether within our outside The United Republic of Tanzania, resultant from the use or resale of the Plant Products.

13. Dispute Resolution

Any dispute or difference between OYP and the Buyer arising from or in connection with the purchase of Plant Products by the Buyer will first be settled amicably by OYP and the Buyer, failure of which the matter may be referred to arbitration as provided for by the Arbitration Act [Cap. 15 of R.E 2002] of the laws of The United Republic of Tanzania or in any other subsequent statutory modification or enactment or by any other mode of arbitration as agreed by OYP and the Buyer. The decision of the Arbitrator will be final and binding upon OYP and the Buyer and OYP and the Buyer agree to abide by the decision of such arbitrator.

14. Governing Laws & Jurisdiction

All matters arising from and in connection with this Agreement will be governed by and construed in accordance with the Laws of The United Republic of Tanzania.

15. Severability

If any term or provision of this Terms and Conditions is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of these Terms and Conditions.

I confirm that I have read, understood and am in agreement with the above Terms and Conditions and sign this without any undue influence whatsoever.

Signed by the Buyer on/...../.....

Name:

Signature: