



Weaver Hybrids QOZB, LLC General Terms and Conditions of Sale

1. Applicability. These terms and conditions of sale (these “**Terms**”) are the only terms that govern the sale of the goods (“**Goods**”) by Weaver Hybrids QOZB, LLC (“**Seller**”) to the buyer set forth on the invoice, quotation or other sales confirmation (“**Sales Confirmation**”) to which these Terms are attached (“**Buyer**”). The accompanying Sales Confirmation and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

2. Delivery; Shipment Terms; Title and Risk of Loss. The Goods will be delivered within a reasonable time after the receipt of Buyer’s sales confirmation. Unless otherwise agreed in writing, Seller will deliver the Goods ExWorks (Incoterms 2020) Seller’s facility (the “**Delivery Point**”). Seller shall not be liable for any delays, loss, or damage in transit. Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. In the event that Seller arranges shipping and delivery of the Goods for Buyer, Buyer agrees that all shipping and freight charges are estimates only and shall be responsible for the actual costs incurred by Seller.

3. Inspection and Rejection of Nonconforming Goods. Buyer has seven (7) days from delivery (“Shipment Accuracy Inspection Period”) to confirm that the label or packaging matches the purchase order and correctly identifies the contents. Buyer then has an additional twenty-one (21) days (“Quality Inspection Period”) to inspect and/or perform desired quality tests on the Goods. Goods are deemed accepted unless Buyer notifies Seller in writing of any Nonconforming Goods within the applicable period, with reasonable supporting documentation. “Nonconforming Goods” are those that (a) differ from the purchase order, (b) are mislabeled or (c) possess quality concerns. If timely notified, Seller may, at its option and expense, replace, credit, or refund the price. Except as provided under this Section, all sales of Goods to Buyer are final.

4. Price. Buyer shall purchase the Goods from Seller at the price(s) (the “**Price(s)**”) set forth in the Sales Confirmation. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes.

5. Payment Terms. Unless otherwise set forth in an applicable invoice, Buyer shall pay all invoiced amounts due to Seller prior to shipment of the Goods. Buyer shall make all payments hereunder by in US dollars.

6. No Warranties. Buyer is solely responsible for determining whether the goods are suitable for buyer’s particular purpose or use. Seller makes no warranty whatsoever with respect to the goods, including the performance of the goods.

7. Limitation of Liability. In no event shall seller be liable to buyer or any third party for any loss of use, revenue or profit or loss of data or diminution in value, or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not seller has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of

its essential purpose. In no event shall seller's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to seller for the goods sold under the sales confirmation giving rise to the claim.

8. Compliance with Law. Each party shall comply with all applicable laws, regulations, and ordinances. Each party shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement. Except as otherwise agreed to by the Seller in writing, Buyer assumes all responsibility for shipments of Goods requiring any government import clearance.

9. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Seller is not able to fulfill Buyer's purchase order or sales confirmation for any reason.

10. Intellectual Property and Restrictions. Buyer acknowledges and agrees that the Goods contain proprietary germplasm of the Seller, and that Seller exclusively owns all rights to make, produce and sell the Goods derived from these intellectual property rights. Buyer agrees that it will (a) not develop new breeding lines derived from the Goods or otherwise use the Goods in Buyer's, its affiliates or any third-party's breeding or development program or business, (b) not resell, transfer or supply the Goods to any third-party without the prior written consent of Seller, and (c) only use the Goods to produce popcorn grain for the purposes of human consumption or plant the Goods alongside other hybrids in yield trials to test performance. Resale, transfer or supply the Goods to any third-party without the prior written consent of Seller is allowed within the country of delivery for grower(s)/farmer(s) to produce popcorn grain for the purposes of human consumption or plant the Goods alongside other hybrids in yield trials to test performance.

11. Force Majeure. Neither Party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes beyond the reasonable control of either Party. In the event of such force majeure, the Party affected thereby shall use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder.

12. Assignment; No Third-Party Beneficiaries. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

13. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14. Governing Law; Submission to Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing.