

I) Goods

A. Purpose

The General Terms and Conditions of Sales described hereinafter specify the rights and obligations of **HEMP it** and its customers concerning the sale of hemp seeds.

Any sales service provided by **HEMP it** thus implies the purchaser's unreserved adhesion to these General Terms and Conditions of Sales.

HEMP it reserves the right at any time to adapt or to modify these General Terms and Conditions of Sales. In the case of a modification, each order will be governed by the General Terms and Conditions of Sales applicable on the day of the order.

B. Varieties

In the absence of an advanced order, varieties provided will be taken from the available stock of **HEMP it**, taking account of customer's wishes and the availability of varieties in stock on the day of the request.

If advanced orders exceed the availability for a given variety, said quantities will be prorated between the various orders and alternative varieties will be proposed to replace the quantities not provided.

For the 2025 sales, the variety range is composed of the following items:

DIOÏCA 88 (D88)	MUKA 76 (M76)
DJUMBO 20 (D20)	NASHINOÏDE 15 (N15)
FEDORA 17 (F17)	ORION 33 (O33)
FELINA 32 (F32)	OSTARA 9 (O9)
FUTURA 75 (F75)	SANTHICA 70 (S70)
FUTURA 83 (F83)	USO 31 (U31)
MONA 16 (M16)	

Given the type of products sold and considering that external factors, which are difficult to anticipate and control, may vary depending on the environment, regions, farming and atmospheric conditions (force majeure), our seeds do not imply a guarantee of the harvest performance.

C. No Genetically Modified Organism (GMO)

Unless products are specifically indicated as GMOs, the seeds or varieties supplied by the seller will be obtained without resorting to genetic modification technology that leads to genetically modified organisms in accordance with the 2001/18 directive dated 12 March 2001 on voluntary dissemination genetically modified organisms in the environment approved by the European Parliament and the Council of European Communities.

D. Organic varieties

The following organic varieties are available in the 2025-2026 catalog until stocks are exhausted:

FEDORA 17 (F17)	NASHINOÏDE 15 (N15)
FUTURA 83 (F83)	USO 31 (U31)
MUKA 76 (M76)	

The term « organic » refers to products originating from organic agriculture. **HEMP it** complies with the requirements of the Regulation (UE) 2018/848 and was certified by the accredited monitoring body BUREAU VERITAS CERTIFICATION France (FR-BIO-10).

II) Pricing

A. Price

The prices of sold seeds are those applicable on the day the order is placed. They are invoiced in euros and calculated without taxes. Should clients be able to supply **HEMP it** with a valid intra-EU VAT number, no VAT will be charged for export deliveries to any country both outside and within the European Union. The prices do not include transport costs, packing costs and customs duty (in case of export).

The amount of shipping costs is calculated based on the weight and volume of the order and the delivery address. Any modification of one or the other will result in an update of these costs. In the absence of a single place of delivery, extra logistical administrative fees of 84€, excluding taxes, will be charged by delivery point.

Costs linked to the request for a phytosanitary certificate will be invoiced 84€ (without taxes) and 150€ (without taxes) for a Pre-Export Certificate (CPE). For an international orange bulletin, the fees charged will be 250€ (without taxes).

B. Discount

No discount will be granted in case of advanced payment.

C. Terms of payment

Orders are payable by bank transfer.

In order to confirm any order below 1 ton, the purchaser must pay a downpayment of 100% of the proforma invoice's total amount.

To confirm any order superior to 1 ton, the purchaser must pay a downpayment of 80% of the proforma invoice's total amount. Then, the purchaser shall benefit from a period of one month to pay the balance.

The payment of the balance will initiate the preparation of the order and determine, by mutual agreement, the week of dispatch, at the earliest 30 days later.

Any quantity ordered and confirmed by payment of the deposit will be delivered and invoiced.

D. Renegotiation obligation

Under the terms of the Order of July 31, 2023, seeds are not included in the list of agricultural and food products for which I of Article L. 441-8 of the French Commercial Code is not applicable. In other words, seeds fall within the scope of products subject to the obligation to renegotiate sales contracts lasting more than three months, whose production prices are significantly affected by fluctuations in the prices of agricultural and food raw materials and products, energy, transport and materials used in packaging. It should also be noted that article L. 441-8 is also applicable to written contracts between a producer of agricultural products and his first buyer governed by article L. 631-24 of the French Rural and Maritime Fishing Code.

E. Late payment

In the event of non-payment in part or in full of goods delivered on the day of receipt, penalties equal to three times the legal interest rate are going to be invoiced following formal notice.

The legal interest rate applicable on the day of delivery of the goods will be taken into account. Said penalties are going to be calculated on the amount, including tax, of the outstanding amount and run as from the due date. Penalties will be automatically added to the remaining amount due.

Initial:

In addition to penalties for late payment, any amount, including the part payment, which is not paid on its due date will give rise, by operation of law, to the payment of a lump sum compensation for recovery costs amounting to 40€ (Articles 441-6, I subparagraph 12 and D.441-5 of the French Commercial Code).

F. Approval

HEMP it acknowledges receipt of the order as soon as it has been recorded, by sending a proforma invoice, and undertakes to meet the orders within the limit of available stocks at the end of the harvested seed conditioning and certification process. In the absence of availability, **HEMP it**, undertakes to inform the customer and to propose, if possible, an alternative option which the customer may accept or refuse.

Following the order process, the approval per downpayment and/or full payment will constitute complete and unreserved acceptance of the order and these General Terms and Conditions of Sales.

HEMP it reserves the right to refuse any new order from a customer with whom a dispute may still exist or have existed.

G. Modification and cancellation

In the event of cancellation of an order confirmed by full payment or downpayments, deposits will not be refunded, except in cases of force majeure.

In case of force majeure, order preparation fees will be charged, amounting to 10% of the invoice validated by the full payment or deposit

III) Order preparation and shipping

HEMP it does not have any transport service. **HEMP it** resorts to outside companies. It is only bound by an obligation of means concerning the benefits of these companies. It cannot therefore be held responsible in the event of a failure of these latter.

The delivery is made:

- either by the direct delivery of the goods to the purchaser,
- or by sending of a notice of store availability to the purchaser,
- or at the place that the purchaser mentions on the purchase order

Any booking or order form must specify the desired week for the shipment of the goods. Delivery addresses, as well as any possible distribution of quantities per warehouse, must be confirmed no later than one month before shipment to allow **HEMP it** to start preparing the order. In the absence of communication of these elements, **HEMP it** cannot guarantee a delivery prior to a period of 30 days after the receipt of the deposit. Said period may be extended if, during said 30 days, in the case of public holidays or any exceptional events.

The delivery address noted on the order document will be the one and only accepted address once the proforma invoice has been paid.

In any case, the shipment can only be carried out within 30 days after receiving the deposit or the balance of payment. The overtaking of delivery deadlines shall not give rise either to compensation or withholding or cancellation of open orders.

In the case of error or information provided in part only, **HEMP it** shall not be held responsible for any delay compared to the initial deadline when the order was placed.

Any reservations about the goods on arrival (damage) should be mentioned on the waybill/shipping note as follows: damage description (quantities, damaged parcel, crushed, open or taped back).

Initial:

No complaints will be taken into account if the customer has not expressed reservations at the time of delivery or has not communicated them to **HEMP it** within 48 hours of delivery. In case of absence during the first passage of the carrier, redelivery fees will be charged to the customer.

In the event of loss, damage, delay, for any reason, transport services are solely responsible. However, **HEMP it** remains available to one's clients to support their claims and assist them in their inquiries.

Every certificate affixed to the seed bag is absolutely unique and cannot be duplicated. It is important to keep any certificate and purchasing invoice to apply for CAP aid or justify the origin of your seeds.

IV) Defects and delays in filing a complaint

The buyer must check the purchased products at the time of delivery within 48 hours at the latest. In doing so, the buyer must check whether the products provided meet the contract, namely:

- If the right products have been delivered
- If the quantity of products delivered corresponds to what is indicated on the waybill/shipping note
- If the products delivered meet the agreed quality requirements or, in the case of no agreement on requirements, if they meet the requirements that can be expected in normal use and/or commercial use.

If the buyer notices visible defects or deficiencies, the buyer must notify the seller in writing within 2 business days after delivery, specifying the batch number, delivery voucher and/or billing data.

The buyer must notify the seller in writing of the defects not visible within 3 business days of their discovery, specifying the batch number, delivery voucher and/or billing data.

Complaints shall be described so that the seller or a third party may verify them (pictures). In this case, the buyer must also keep track of the history of the product use and, in the event of a resale of products, also at the buyer's stage. If the buyer does not file a complaint within the specified time frame, the complaint will not be reviewed and one's rights will expire.

If the buyer does not comply with the recommended storage conditions, i.e. a temperature of 10° C with a hygrometry of 40%, he will not be able to make any claim whatsoever against HEMP it.

In the case of an ongoing dispute between the parties over germinative faculty, authenticity, varietal purity, specific purity and sanitary state, each party may request a control by the SNES (Station Nationale d'Essais de Semences) headquartered in BEAUCOUZE, Maine et Loire, FRANCE. The costs of this inspection will be borne by the party found to be at fault. This request must be submitted within 2 months of the first written notification to the other party. This control will be carried out from samples taken and kept by the seller before the sale. The outcome of this review will be contradictory for both parties, without prejudice to their right to submit the consequences of this result to the institutions named in Article V.

V) Jurisdiction

Any dispute in connection with the interpretation and the performance of these general terms of sale is subject to the French law.

Failing an amicable settlement, the dispute will be brought before the Commercial Court of Angers: Greffe du tribunal d'Angers, 19 rue René Rouchy, 49100 ANGERS, FRANCE.

VI) Retention of title

HEMP it shall retain the rights on the goods delivered until the price has been paid in full. In this regard, the delivery of bills of exchange or debt security does not constitute payments within the meaning of this provision.


HEMP it shall retain the rights on the goods until the shipping is done. Clients are invited to keep their invoice.

No duplicate certificates may be issued, even in the case of loss. Presentation of certificates shall be required in the event of any dispute.

The vendor reserves the right at any time to make a joint inventory of the goods delivered and the purchaser undertakes to allow the vendor free access to its premises. Goods delivered and not paid may be claimed even in the case of court ordered administration or liquidation in accordance with the requirements provided by applicable laws and regulations. The guarantee of reservation of title on the goods not paid concerns all goods in stock owned by the vendor. The first delivered goods are presumed to be the first resold.

VII) Trademark

A. The logo

The **HEMP it** logo  and all product names and/or presentations on **HEMP it's** communication media are listed as trademarks of hemp-it, its subsidiaries, affiliates, or licensors. Any unauthorized or abusive use of these marks is strictly prohibited and would constitute a counterfeit which could lead to civil and/or criminal prosecution and/or an action on the basis of unfair competition.

B. Reproduction of seeds

Any reproduction by multiplying the ISTA/OECD/SOC certified commercial seeds sold by HEMP-it, its subsidiaries, affiliates or licensors is strictly prohibited. Any reproduction by multiplying hemp-it certified seeds without the express authorization of hemp-it and/or without regulatory authorization shall be considered as a counterfeit.

Hemp-it reserves the right of civil and/or criminal prosecution and/or an action on the basis of unfair competition. The acceptance of the general conditions of sale by the purchase of **HEMP it** commercial seeds, entails the unreserved acceptance of this propagation prohibition.

C. The use of commercial HEMP it seeds

The use of commercial **HEMP it** seeds is prohibited for the exercise of the breeder's right to exception, namely the use of **HEMP it** certified commercial seeds as part of a breeding program as parents and/or crossing seeds.

Any unauthorized or abusive use of **HEMP it** commercial seeds is strictly prohibited and would constitute a counterfeit which could result in civil and/or criminal prosecution and/or action on the basis of unfair competition. Acceptance of the general conditions of sale by the purchase of **HEMP it** commercial seeds, entails the unreserved acceptance of this propagation prohibition.

The splitting of the bags marketed by **HEMP it** in different quantities from what is mentioned on the certificate accompanying each of the original bags relieves the latter of any responsibility to attest to the quality of the seed and the variety marketed in these new formats.

Any certificate that does not include references to **HEMP it** relieves it of any responsibility to certify the goods on the above criteria.

VIII) Protection of personal data

In accordance with the French Act No. 78-17 of 6 January 1978 as amended (known as the "Loi informatique et libertés") and the general Regulations on data Protection 2016/679 of 27 April 2016 ("RGPD"), personal data concerning customers and users are subject to computer processing by **HEMP it**, acting as processing management operator in particular: to carry out operations relating to the management of commercial relations in the context of the supply of all products and services.

The data types concerned are the identity of the customers and users, their postal, telephone and email details and the bank details necessary for the billing of the service. These data are exclusively processed by **HEMP it**. These data are not transferred or processed in non-EU member countries.

These data shall be kept for the strictly necessary duration for the purposes referred to above.

Any person has a right of access, rectification, portability, erasure of one's personal data or a limitation of their treatment, the right of opposition to the processing of one's own data for legitimate reasons and the right to withdraw his Consent at any time. Finally, any single person has the right to lodge a claim with a supervisory authority and to define guidelines for the processing of one's personal data after one's death.

These rights may be exercised by e-mail at: contact@hemp-it.coop or by mail to **HEMP it**, 6 rue Louis Lumière - ZA Actival - 49250 Beaufort en Anjou, France, subject to a written request, signed, accompanied by a photocopy of an identity card.