

INVOICE

DEBBANE FOR MODERN AGRICULTURE LTD
Karrada / Street 42 / District 904 Lane 15
Building No.(20/1)
BAGHDAD
Iraq

Invoice	Date	Customer	Page
505347	28/01/2026	100208	1

When paying, please quote invoice number

Terms of delivery : CPT BAGHDAD
Terms of payment : 60 days after invoice date
Means of payment : Wire
Shipping method : AIR Freight
Currency : US Dollar
HS CODE : 1207700040

DESCRIPTION	QUANTITY	UofM	PRICE USD	PER	VALUE USD	
Delivery number: 206424 HYBRID WATERMELON NATACHA F1 In SMALL 1M CALORO FOIL Treated with: FLUDIOXONIL Origin: India Lot: M101984-14	1,000.000	M	20.70	M	20,700.00	
Documentation					250.00	
Orange Ista					155.00	
Shipping					1,040.00	
Net weight	46.00 KG					
Gross weight	70.50 KG					
Value	20,700.00 USD					
WE HEREBY CERTIFY THAT THIS INVOICE IS AUTHENTIC AND THAT IT IS THE ONLY ONE ISSUED BY US FOR THE GOODS DESCRIBED THERE IN, THAT IT SHOWS THEIR EXACT VALUE WITHOUT DEDUCTION OF ANY ADVANCE PAYMENT AND THAT THE ORIGIN OF THE GOODS IS INDIA.						
<u>PAYMENT DETAILS:</u>						
BANK NAME: Mizuho Bank, Ltd						
BRANCH: New York Branch						
BANK ADDRESS: 1271 Avenue of The Americas New York, NY 10020 U.S.A.						
BANK ACCOUNT NUMBER: H10740040230						
SWIFT CODE: MHCBUS33XXX						
BANK ACCOUNT NAME: UNITED GENETICS SEEDS CO.						
ROUTING NUMBER: 026004307						
BANK CHARGES: OUR - Debit Applicant's account/Charge to Applicant's account						
TWENTY TWO THOUSAND ONE HUNDRED AND FOURTY FIVE DOLLARS					TOTAL USD	22,145.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AGREEMENT REGARDING TERMS AND CONDITIONS OF SALE OF SEED("AGREEMENT")
BETWEEN CAL ORO INTERNATIONAL SEEDS ("SELLER") AND BUYER ("BUYER")

1. **Title and Risk of Loss:** Title and risk of loss of the seed pass to Buyer at point of shipment upon delivery to the original carrier, or, if Buyer picks up the seed, upon delivery of the seed to Buyer, regardless of which of the parties bears the transportation cost.

2. **Seller's Warranties:** SELLER WARRANTS THAT, AT THE TIME OF SHIPMENT OR DELIVERY TO BUYER, THE SEED WILL BE LABELED WITH A DESCRIPTION ON THE SEED CONTAINER WHICH WILL BE WITHIN RECOGNIZED TOLERANCES, AS DEFINED IN THE U.S. FEDERAL SEED ACT, AND THE CALIFORNIA SEED LAW.

BUYER AGREES THAT ALL PURCHASES OF SEED FROM SELLER WILL BE MADE UNDER THE FOREGOING TERMS AND CONDITIONS, AND THAT TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SEED UNDER ALL CIRCUMSTANCES, REGARDLESS OF THE NATURE, CAUSE OR EXTENT OF THE LOSS. SEED NOT ACCEPTED UNDER THESE TERMS AND CONDITIONS MUST BE RETURNED PREPAID TO SELLER AND THE PURCHASE PRICE WILL BE REFUNDED.

3. **Notice of Claims:** Buyer agrees to promptly notify Seller in writing regarding any claims that the seed sold by Seller does not meet the description on the container, as set forth above, and to provide Seller with an opportunity to visually inspect and sample the seed, and any plants or crops derived therefrom, in order to verify any claims made by Buyer.

Buyer agrees that all such claims will be presented to Seller within a reasonable amount of time after discovery of any defects alleged by Buyer. In any event, Buyer agrees that the period to present any such claims to Seller shall expire within sixty (60) days after shipment of the seed to Buyer or delivery of the seed to Buyer, whichever is sooner. After investigation of a claim that is presented in a timely manner in accordance with the procedures set forth above, and confirmation that the claim is valid, Seller shall offer Buyer the following remedies, which may include replacement of the seed, reconditioning of the seed and/or a refund of the purchase price of the seed, at Buyer's option.

BUYER ACKNOWLEDGES THAT THE FOREGOING REMEDIES WITH RESPECT TO ANY CLAIMS OF DEFECTIVE SEED ARE EXCLUSIVE.

4. **DISCLAIMER OF WARRANTIES:** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, TO BUYER OR TO ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF THE SEED, WARRANTIES AGAINST DISEASE, UNPRODUCTIVITY, INSECT DAMAGE, LATENT DEFECTS, OR ANY OTHER MATTER WITH RESPECT TO THE SEED. IN NO EVENT SHALL SELLER BE OBLIGATED OR LIABLE TO BUYER, OR TO ANY OTHER PERSON IN ANY MANNER FOR CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF GOOD WILL, LOST PROFITS, CROP LOSS, SOIL DAMAGE, SUITS BY THIRD PARTIES, OR ANY OTHER DAMAGES. BUYER HEREBY RELEASES SELLER FROM ANY AND ALL SUCH LIABILITIES. THE LIABILITY OF SELLER IN ANY EVENT SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SEED. BUYER ACKNOWLEDGES THAT THE LIMITATIONS ON WARRANTIES AND REMEDIES HEREIN ARE BARGAINED FOR BY THE PARTIES AND ARE NOT UNCONSCIONABLE BUT ARE REFLECTED AND GIVEN DUE CONSIDERATION IN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY RELATED PURCHASE OF THE SEED.

NO AGENT, EMPLOYEE OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO BIND THE SELLER TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE SEED, AND ANY SUCH AFFIRMATION, REPRESENTATION OR WARRANTY MADE BY AN AGENT, EMPLOYEE OR REPRESENTATIVE OF SELLER SHALL NOT BE ENFORCEABLE BY BUYER OR ANY OTHER PERSON. ANY ADVICE FURNISHED BUYER OR ANY OTHER PERSON CONCERNING THE USE OF THE SEED SHALL REPRESENT SELLER'S BEST JUDGMENT IN THE CIRCUMSTANCES BUT IS ACTED UPON AT THE SOLE RISK OF BUYER, AND EVERY OTHER PERSON.

5. **Late Charges:** All accounts are due and payable in cash in accordance with the terms stated on the front of the invoice for the seed. If Buyer does not pay all amounts due for the seed on or before the due date, then Buyer agrees that it shall also Pay Late Charges to Seller on all past due amounts at the rate of 18% per annum, or the highest rate permitted by law, whichever is less.

6. **Applicable Law:** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California, to the jurisdiction of which the parties hereto submit, without regard to any principles concerning conflict of laws.

7. **Arbitration/Attorney's Fees:** The parties agree that all disputes, controversies or claims relating to this Agreement, or compliance with, or request for enforcement of, the obligations set forth in this Agreement, or any other matter relating to the sale of seed by Seller to Buyer, shall be settled by binding arbitration by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that the arbitration shall be held in San Benito County, California. The award rendered by the arbitrator shall be final and binding and judgment on the arbitration award may be entered in any court having jurisdiction thereof. If arbitration is so instituted, then the prevailing party shall be entitled to recover from the other party, all costs and expenses incurred in connection with the arbitration, including, without limitation, reasonable attorneys' fees, as determined by the arbitrator in the arbitration.

8. **Notices:** Any and all notices or demands relating to this Agreement by or from either party to the other party shall be in writing. They shall be served either personally, by certified or registered mail, or by telecopy.