



BAYER CROPSCIENCE LIMITED CONDITIONS FOR SUPPLY OF GOODS

1. INTERPRETATION

1.1 Definitions

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time.

Containers: includes crates, boxes, drums, beams and other containers in which Goods are packed for delivery.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure: has the meaning given in clause 9.

Delivery Point: CPT (Carriage Paid to) or CIP (Carriage and insurance), at Supplier choice, name of destination (Incoterms 2022) unless otherwise stated in the main body of the Contract and/or on the order confirmation; and

Goods: seeds and/or plant protection products' (or any part of them) agreed in the Contract to be supplied to Customer by Supplier.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form.

Parties: the Supplier and the Customer.

Supplier: **Bayer CropScience Limited**, 230 Cambridge Science Park, Milton Road, Cambridge, CB4 0WB, England.

1.2 Interpretation

- a) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- b) Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- c) A reference to **writing** or **written** includes emails.

2. INCORPORATION OF CONDITIONS

2.1 These Conditions apply to the Contract to the exclusion of all other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 These Conditions apply to all sales by Supplier. Variations to the current version of these Conditions have no effect unless expressly agreed in writing and signed by an authorised person on behalf of Supplier.

2.3 Each order constitutes an offer by Customer to purchase Goods under these Conditions. Customer must ensure the terms of its order and any specifications are complete and accurate. Orders are deemed accepted when Supplier issues written confirmation of the order, or Supplier delivers Goods to Customer, at which point the Contract comes into existence.

2.4 The Contract constitutes the entire agreement between the parties. Customer acknowledges it has not relied on any statement, promise, warranty or representation made or given by or on behalf of Supplier which is not set out in the Contract. Characteristics of Goods contained in public statements and representations of Supplier, or its agents, including without limitation in advertisements, prospectuses, catalogues, websites or other materials only form part of the Contract if they are explicitly contained in a written order confirmation issued by Supplier.

2.5 Translation of these Conditions is available upon request; however, the English language version prevails.

3. NO GUARANTEE OF PERFORMANCE OR SUITABILITY

3.1 All information concerning Goods and their performance given orally or in writing by Supplier is given in good faith but shall not be deemed a representation by Supplier as to Goods' performance or suitability. Performance may depend on local climatic and other conditions. Sales are made by Supplier on the basis that Customer has satisfied itself of the suitability of Goods for its requirements.

4. TITLE AND RISK

4.1 Supplier retains ownership of the Goods until full payment is received for them unless otherwise stated in the order confirmation but provides to the Customer the right to dispose (transfer for value or otherwise) the Goods to third parties. The risk in the Goods shall pass on the Customer when the shipment is handed over at the Delivery Point.

4.2 Until the ownership of the Goods passes to Customer, Customer must: (a) hold Goods on a fiduciary basis as Supplier's bailee; (b) store Goods (at no cost to Supplier, unless otherwise agreed in writing) separately from all other goods of Customer or any third party so as to remain readily identifiable as Supplier's property; (c) not remove, deface or obscure identifying marks or packaging on or relating to Goods; (d) maintain Goods in satisfactory condition and provide to the Supplier a written statement about availability of insurance of Goods against all risks to Supplier's reasonable satisfaction. (e) hold insurance proceeds on trust for Supplier and not mix them with other money,

nor pay the proceeds into an overdrawn bank account; and (f) notify Supplier immediately if it becomes subject to any event in Condition 8.2.

4.3 Supplier shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not been transferred from Supplier to the Customer, as applicable.

4.4 Customer grants Supplier, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored to inspect them or, where Customer's right to possession has terminated, to recover them. All recovery costs incurred by Supplier in this regard shall be paid by Customer. All rights of the Supplier under this Condition 4.4. shall be subject to prior consultation with the Customer in order to agree the time and business site(s) for the inspection in advance.

4.5 Customer shall cooperate in any measures necessary for the protection of Supplier's title and rights. In particular, it authorises Supplier to enter into or register any reservation of property in the required form in public registers, books or similar records, or in accordance with any relevant local laws and undertakes to complete and fulfil all appropriate formalities.

4.6. Except in the event of a Customer-arranged pickup, once the Goods have been delivered into the custody of the first carrier, the Customer shall have the right to redirect the shipment by providing notice of the modified Delivery Point by: (i) directly notifying the carrier; or (ii) notifying the Supplier in order for the Supplier to notify the applicable carrier on Customer's behalf. The Supplier shall not redirect any such shipment except at Customer's direction as set forth in the preceding sentence.

5. WARRANTIES

5.1 Supplier warrants title and that Goods sold conform to Supplier's standard specifications and labelling. Unless otherwise mentioned herein, Supplier excludes all other warranties of any kind, express or implied, as to merchantability, fitness for a particular purpose or any other matter with respect to Goods whether used alone or in combination with other products. These Conditions also apply to replacement Goods. Customer shall inform its customers of these warranty exclusions and shall not give any warranties in respect of Goods over and above those stated in these Conditions and Supplier shall not accept any liability beyond the warranties granted in this Condition 5, including liability to Customer's customers, other Suppliers or resellers or end users.

6. LIMITATION OF LIABILITY

6.1. Subject to Conditions 5, 23 and 26, the following provisions set out the entire financial liability of Supplier (including without limitation liability for acts or omissions of its employees, agents and sub-contractors) to Customer in respect of: any breach of these Conditions; and any representation, statement or act or omission including negligence arising under or in connection with the Contract.

6.2 For the avoidance of doubt this Condition is subject to Condition 5: (a) Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the Contract shall be limited in all cases to replacement of Goods or refund of the purchase price and (b) Supplier

shall not be liable to Customer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of good-will or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out for in connection with the Contract.

7. PRICE AND PAYMENT

7.1 At all times subject to the price adjustment set forth by the Contract, price of the Goods shall be affixed at the moment of placing the order by the Customer and after that may only be changed subject to written agreement of the Parties, however, the Supplier may, by giving notice to Customer at any time before delivery, increase the price of Goods due to (a) any factor beyond Supplier's control (including without limitation foreign exchange fluctuations and tax or duty increases); (b) acceptance by Supplier of Customer's request to change the delivery date(s), quantities or types of Goods ordered; or (c) delay caused by any Customer instructions or failure to give Supplier adequate or accurate information or instructions.

7.2 The price of Goods is as per Delivery Point and does not include value added taxes or equivalent taxes or other taxes, charges or fees, which shall be paid by Customer, unless otherwise stated on the order confirmation.

7.3 Supplier will invoice Customer for the Goods on completion of delivery. Customer shall pay the invoices in full in cleared funds without any deduction, set-off or counterclaim within 30 days of the invoice date (unless otherwise specified on the invoice) to account designated by Supplier. Time of payment is of the essence. Supplier may set-off amounts owing to it by Customer against amounts due to Customer. Customer may not set-off amounts owing to it by Supplier or a Supplier affiliate against amounts due to Supplier or a Supplier affiliate from Customer without prior consultation and agreement with the Supplier.

7.4 If Purchase fails to pay Supplier sums due under the Contract all outstanding invoices and payments payable to Supplier shall become due immediately. Supplier may charge interest on such sums from the due date for payment at the maximum rate permitted by applicable law, accruing on a daily basis until payment is made, whether before or after any judgment. Without prejudice to any of the rights or remedies of Supplier, Supplier shall have the right to cancel any further deliveries if Customer fails to make any payment when due. Customer shall reimburse Supplier for all administrative and legal expenses incurred by Supplier in the collection of any such amounts payable by Customer.

7.5 Notwithstanding the foregoing, should Supplier reasonably believe that Customer's financial state is insufficient to meet Customer's payment obligations when due, Supplier reserves the right to make delivery of all or part of Goods subject to satisfactory payment guarantees or pre-payment.

8. TERMINATION

8.1 Without prejudice to any other right or remedy under applicable law, if payment is not received by the due date, and/or if Customer fails to provide a suitable payment guarantee in cases foreseen by Condition 7.5, or if Customer becomes subject to any event as set forth in Condition 8.2, or Supplier believes Customer is about to become subject to any of them and notifies Customer of that, then without limiting Supplier's own rights, all outstanding sums shall immediately become due to Supplier and Supplier may (i) cancel or suspend further deliveries under Contract without incurring liability to Customer; and (ii) provided the Goods have not been resold, require Customer to deliver the Goods or enter Customer's premises to recover the Goods.

8.2 For the purpose of Condition 8.1 the events are: a bankruptcy order made against Customer, or Customer makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statute for the time being in force for the relief of insolvent debt, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has a receiver and/or manager) administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of Customer or for the granting of an administration order in respect of Customer or any proceedings are commenced relating to the insolvency or possible insolvency of Customer.

9. FORCE MAJEURE

9.1 Supplier may defer the date of delivery or terminate the Contract or reduce the volume of Goods ordered by Customer (without liability to Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Supplier including, without limitation, acts of God, governmental actions, war or national emergency or defence requirements, riot, civil commotion, fire, explosion, flood, extreme climatic conditions) pests and diseases, epidemic, lock-outs injunction, embargoes, import or export regulations, loss or change in market authorisations, labour, containers, transportation facilities, accident, malfunction of machinery or apparatus, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable raw materials including fuel and power. Provided that, if the event in question continues for a continuous period in excess of 120 days, Customer shall be entitled to give notice in writing to Supplier to terminate the Contract. Force majeure events shall not excuse payment obligations.

10. INTELLECTUAL PROPERTY

10.1 Supplier owns or has the right to exercise the intellectual property rights in Goods including without limitation trademark, plant variety protection, patent rights and know-how ("Intellectual Property Rights"). Customer shall not infringe any Intellectual Property Rights in Goods. Customer shall immediately inform Supplier of any infringement claims or legal proceedings involving Customer regarding the Intellectual Property Rights. Customer agrees to discuss and agree with Supplier on the defence strategy that shall be used.

11. APPLICABLE LAW AND JURISDICTION

11.1 These Conditions and disputes arising out of or connected to the Contract, including disputes regarding the existence, validity, enforceability, breach or termination thereof, are to be construed according to English law and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 arbitrators appointed under said Rules. The venue shall be London, England and the proceedings shall be conducted in the English language. Supplier may nevertheless bring claims in other courts of competent jurisdiction) including without limitation in the country in which Buyer has a registered office. The UN Convention on Contracts for the International Sale of Goods 1980 is excluded.

12. DATA PROTECTION

12.1 "**personal data**", "**process/processing**", "**controller**", "**processor**", "**data subject**" shall have the same meaning as in the Data Protection Act 2018. Any personal data included in or relating to this Contract shall be processed in accordance with the Data Protection Act 2018.

- a) The data shall be processed solely for the purposes of the performance, management and monitoring of this Contract to which the data subject is party.
- b) Where processing is to be carried out on behalf of the controller, the controller shall use only processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirement of the Data Protection Act 2018 and ensure the protection of the rights of the data subject.
- c) The processor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of personal data which may be processed, the recipients or categories of recipients to whom the personal data have been or will be disclosed., and the means by which the data subject may exercise his/her rights.
- d) Personal data will no longer be kept than necessary for the purposes for which they are processed and will be processed in a manner that ensures their protection against unauthorised or unlawful processing, accidental loss, destruction or damage.

13. EXPORT CONTROL

13.1 Customer shall comply with all applicable economic sanctions and export controls laws and regulations, which may include laws and regulations that are applicable to Supplier only. If, at any time, Supplier believes that a law or regulation renders the performance of its obligations impossible or illegal, Supplier shall be entitled to refuse an order or terminate the Contract with immediate effect without any liability for Supplier.

14. COMPLIANCE WITH APPLICABLE LAWS/ANTI CORRUPTION LAWS

14.1 Customer shall perform all obligations to be met as part of the Contract in a manner consistent with all applicable regulations, including but not limited to all applicable anti-bribery and antitrust laws.

14.2 Supplier shall be entitled to evaluate the compliance of Customer, either by assessment (online, paper questionnaire, etc.) or by an onsite audit upon reasonable prior notice).

14.3 Customer shall not authorize, offer, promise, make or provide any payment of benefit, directly or indirectly, to government officials, customers, business partners, or any other person in order to secure an improper benefit or unfair business advantage, improperly affect private or official decision making, or induce someone to breach professional duties or standards.

14.4 Customer shall immediately report to Supplier in writing any potential, suspected or detected violation of the above principles in connection with the Contract and, in such cases, shall cooperate fully with Supplier in reviewing the matter and taking any action that Supplier considers appropriate in order to solve the matter.

14.5 In the event that Supplier believes, in good faith, that Customer has violated any applicable regulations and/or principles referred in Condition 14, Supplier shall be entitled to refuse an order or terminate the Contract with immediate effect without any liability for Supplier.

15. MISCELLANEOUS

15.1 If a provision of these Conditions and/or the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonableness it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions and sub-provision shall continue in full force and effect.

15.2 Failure or delay by Supplier in enforcing or partially enforcing a provision of these Conditions and/or the Contract will not be construed as a waiver of its rights. Waivers by Supplier of a breach or default by Customer will not be deemed a waiver of a subsequent breach or default and will not affect the other terms of these Conditions and/or the Contract.

15.3 (a) Notices given to a party under or connected to the Contract shall be in writing, addressed to that party at its registered office (if a company) or principal place of business (in other cases) or such other address as that party specifies in writing under this Condition, and shall be sent by recorded delivery, commercial courier or confirmed fax; (b) notices or other communications are deemed to have arrived: if delivered personally, when left at the address referred to in Condition 15.3(a); if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

15.4 Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without Supplier's prior written consent.

15.5 A person who is not a party to the Contract shall have no rights under or in connection with it.

15.6 Customer shall:

- a) inform Supplier immediately of any inspection or sampling carried out on the Goods by any governmental authority or any company acting upon delegation from any governmental authority, at national, state or local level,
- b) share with Supplier the results of any testing and inform Supplier on each step of the inspection as soon as available;
- c) block the impacted batch(es) of the Goods immediately following the inspection or sampling. Customer shall keep the impacted batch(es) blocked until receipt of Supplier's written confirmation that the Goods can be supplied again to the market in accordance with applicable laws; and
- d) follow any instruction of Supplier in case Supplier is informed of similar sampling or inspection on the Goods from the market.

Customer will cascade the obligations contained in this Condition 15.6 to any of its affiliates, customers or subcontractors.

THE FOLLOWING CONDITIONS ONLY APPLY TO SEED SALES

16. CONVENTIONAL BREEDING METHODS

16.1 Supplier certifies that the seeds have been developed according to breeding methods which have conventionally been used within the industry. Additionally, Supplier certifies that the seeds delivered have been produced according to specifications developed to minimize the adventitious presence of impurities. Supplier further certifies that its production methods are based on accepted industry standards for seed production and seed purity.

17. SEED QUALITY DISPUTES

17.1 In case of disputes relating to seed quality, an accredited NAL or ISTA laboratory mutually agreed by the parties can be used to provide an opinion on the matter in dispute. The costs of this laboratory will be shared equally by Supplier and Customer. Complaints relating to seed germination rates shall be time limited to within 9 months of delivery.

18. PLANT DISEASES

18.1 Plant diseases can be transmitted by wind, insects, animals or humans, and may be seed-borne or soil-borne. Whilst Supplier has used reasonable efforts to satisfy itself that the seeds are disease-free, Supplier does not warrant that the seeds are disease-free.

19. PROHIBITED ACTIVITIES

19.1 Customer shall not use the seeds, or propagating material or harvested material derived from planting the seeds, for any further propagation of the variety, nor offer for sale, sell or otherwise market the seeds, propagating material or harvested material for such purpose unless the seeds were provided for that purpose or as permitted wider

applicable law. Customer shall grant Supplier, its agents and/or employees an irrevocable license at any time to directly enter and/or access to Customer's premises, including fields and greenhouses, and to premises of third parties performing services for Customer, to enable an audit of Customer's compliance with Conditions 10 and 19. Also, Customer shall, at Supplier's request, grant reasonable access to all relevant administrative records relating to the Goods.

20. DELIVERY

20.1 Delivery of Goods shall be completed on the Goods' arrival at the Delivery Point. Customer shall provide all necessary information to enable Supplier to fulfil the order.

20.2 Dates specified by Supplier for delivery are estimates only and time for delivery shall not be made of the essence by notice. If no dates are specified, delivery will be within a reasonable time.

20.3 If for any reason Customer will not accept delivery of Goods when they are ready for delivery, or Supplier is unable to deliver Goods on time because Customer has not provided appropriate instructions, documents, licences or authorisations: (a) risk in Goods passes to Customer (including for loss or damage); (b) Goods will be deemed to be delivered; and (c) Supplier may store Goods until delivery whereupon Customer will be liable for all related costs and expenses (including without limitation storage and insurance). If 7 days after Supplier notified Customer that Goods were ready for delivery, Customer has not accepted delivery, Supplier may resell or otherwise dispose of all or part of the Goods and, after deducting storage and selling costs, account to Customer for any excess over the price of Goods or charge Customer for any shortfall below the price of Goods.

20.4 Supplier may deliver the Goods by instalments which shall be invoiced and paid for at the pro rata Contract rate. Each instalment shall constitute a separate Contract. Delays or shortages in an instalment shall not entitle Customer to cancel any other instalment.

20.5 Customer shall not reject Goods in case of insignificant deviations, including without limitation up to 5% more or less than the quantity of Goods ordered.

20.6. If because of any circumstance, Supplier is unable to supply the total demand for Goods, Supplier may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Except to the extent of cancellation of deliveries or allocation of supply hereunder, the Contract shall remain unaffected.

21. ORDER CANCELLATION

21.1 Subject to Condition 9, if Customer cancels in whole or part any order accepted by Supplier, Supplier may charge Customer a liquidated sum of damages equal to 30% of the total order as compensation for the loss to Supplier arising out of such cancellation, save for the orders of Goods that were not shipped to the Customer for the reasons not attributable to the Customer. The Parties agree that such liquidated sum represents a genuine pre-estimate of the loss.

22. ADVICE

22.1 Supplier assumes no liability for advice given or results obtained from advice, all such advice being given and accepted at Customer's risk. Customer is responsible for making its own tests and verifications of the Goods before applying any advice.

23. CLAIMS

23.1 Any claim for shortage or for damage incurred in transit of Goods must be made by Customer to Supplier within 3 Business Days of Customer's receipt of Goods. All other claims, including claims for alleged defective Goods and breach of warranties, must be made within 10 days after Customer learns of the facts on which such claim is based, but in no event later than 21 Business Days after Customer's receipt of Goods. All claims not made in writing and received by Supplier within the time periods specified above shall be deemed waived. No claim will be allowed or renewed Goods accepted if Goods have been treated, repackaged or processed in any manner, except on proof satisfactory to Supplier of the existence of a latent defect not ascertainable before treating or processing and then only if such proof is submitted within 10 Business Days after such defect becomes apparent. Customer shall prevent and mitigate claims to the extent reasonably possible, taking into account the instructions of Supplier, if any.

THE FOLLOWING CONDITIONS ONLY APPLY TO PLANT PROTECTION PRODUCTS AND BIOCIDES SALES

24. PACKAGING

24.1 Goods may only be offered for sale and sold under Supplier's trademark and in their original packaging, with no alterations to composition or presentation. The contents of packages may under no circumstances be sold at retail and products may not be repackaged.

25. DELIVERY

25.1 Delivery of Goods shall be completed on the Goods' arrival at the Delivery Point. Customer shall provide all necessary information to enable Supplier to fulfil the order.

25.2 Upon receipt of all requested information for execution of the order, Supplier will issue a "Response to the order" indicating estimated delivery date.

25.3 If delivery time estimated by Supplier is not acceptable for Customer, Customer is entitled to modify or cancel its order. However, such modification or cancellation of the order must occur no later than two (2) Business Days upon receipt of the "Response to the Order". Otherwise, Customer is deemed to have accepted the estimated delivery time and the Contract will come into existence when Supplier issues written confirmation of the order or delivers Goods to Customer.

25.4 Any quantity ordered that does not comply with the packaging will be rounded up to the next logistics unit.

25.5 If for any reason Customer will not accept delivery of Goods when they are ready for delivery, or Supplier is unable to deliver Goods on time because Customer has not provided appropriate instructions, documents, licences or authorisations: (a) risk in Goods passes to Customer (including for loss or damage); (b) Goods will be deemed to be delivered; and (c) Supplier may store Goods until delivery whereupon Customer will be liable for all related costs and expenses (including without limitation storage and insurance). If 7 Business Days after Supplier notified Customer that Goods were ready for delivery, Customer has not accepted delivery, Supplier may resell or otherwise dispose of all or part of the Goods.

25.6 Supplier may deliver the Goods by instalments which shall be invoiced and paid for at the pro rata Contract rate. Each instalment shall constitute a separate Contract.

25.7 If because of any circumstance, Supplier is unable to supply the total demand for Goods, Supplier may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner.

Except to the extent of cancellation of deliveries or allocation of supply hereunder, the Contract shall remain unaffected.

26. CLAIMS

26.1 Any claim for shortage or for damage incurred in transit of Goods must be notified on CMR consignment, duly dated and signed, in the presence of the driver and confirmed to the carrier by registered mail with copy to Supplier within 3 Business Days as of Customer's receipt of Goods. All other claims, including claims for alleged defective Goods and breach of warranties, must be made within 10 Business Days after Customer learns of the facts on which such claim is based, but in no event later than 5 (five) months after Customer's receipt of Goods. All claims not made in writing and received by Supplier within the time periods specified above shall be deemed waived. No claim will be allowed or returned Goods accepted if Goods have been repackaged or processed in any manner, except on proof satisfactory to Supplier of the existence of a latent defect not ascertainable before treating or processing and then only if such proof is submitted within 10 (ten) Business Days Supplier such defect becomes apparent. Customer shall prevent and mitigate claims to the extent reasonably possible, taking into account the instructions of Supplier, if any.

27. INDICATIONS FOR USE:

27.1 The indications for use on the labels, notices or other commercial documents issued by Supplier are based on official and private test results which have been most consistent in practice. They are not absolute rules, but general recommendations which must be adapted to the particular case of any treatment, because of the many factors beyond Supplier's control, such as the nature of the soil, plant varieties and the particular sensitivity of the crop, special atmospheric conditions, equipment and application conditions, etc. Supplier assumes no liability for such general indications as they must be adapted to each particular case, even in the absence of contraindications.

28. STEWARDSHIP

28.1 Customer shall comply with all applicable laws, regulations and industry standards regarding the manufacture, handling, transport, storage, marketing, labelling, use and disposal of Goods and end-use formulations thereof. Customer shall (a) follow safe transport, storage, handling, use and disposal practices, including "FAO International Code of Conduct on the Distribution and Use of Pesticides" and take all reasonable steps to instruct its employees, agents, contractors and customers in such practices; (b) take all reasonable action to avoid spills or other dangers to persons, property or the environment; and (c) ensure that the use of Goods, and end-use formulations thereof, are promoted in line with the HRAC guidelines for resistance management.

December 2022 edition