



BAYER CROPSCIENCE LIMITED CONDITIONS FOR SUPPLY OF GOODS

1. INTERPRETATION

1.1 Definitions

Agent: a third party that is contracted by Bayer as its agent to conclude sale of Goods on Bayer's behalf. Any rights or obligations of the Supplier in this Contract may be carried out by the Agent on the Supplier's behalf.

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 and comprises the Order and these Conditions, including the Schedules.

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

Force Majeure: has the meaning given in Condition 9.

Delivery Point: the location for delivery as agreed between the Parties. Delivery Point will be the "place" for the purpose of any incoterms agreed.

Goods: seeds and/or plant protection products (or any part of them) agreed in the Contract to be supplied to the Customer by the 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, registered number 00218826, registered address at 400 South Oak Way, Green Park, Reading, Berkshire RG2 6AD, 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.

1.2 Structure and Conflict

- a) In addition to the provisions in the body of these Conditions, Schedule 1 of these Conditions shall apply to sales of seed and Schedule 2 shall apply to sales of plant protection products and biocides.
- b) In the event of conflict, between the Order and the Conditions, the Order takes precedence. In the event of a conflict between the main body of the Conditions and its Schedules, the Schedules take precedence.

2. INCORPORATION OF CONDITIONS

- 2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document), or which are implied by trade, custom, practice or course of dealing.
- 2.2. Each Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer must ensure the terms of its Order and any specifications are complete and accurate.
- 2.3. The Orders shall only be deemed to be accepted when (i) the Supplier issues written confirmation of the order, or (ii) the Supplier delivers the Goods to the Customer; at which point the Contract comes into existence.
- 2.4. The Contract constitutes the entire agreement between the Parties. The Customer acknowledges it has not relied on any statement, promise, warranty or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Characteristics of goods contained in public statements and representations of the 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 the Supplier.
- 2.5. Supply of Goods pursuant to each Order is subject to availability of the Goods at the time of despatch.
- 2.6. These Conditions apply to all sales by the 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 the Supplier.

3. NO GUARANTEE OF PERFORMANCE OR SUITABILITY

All information concerning Goods and their performance given orally or in writing by the Supplier is given in good faith but shall not be deemed a representation by the Supplier as to

4. TITLE AND RISK

4.1. The risk in the Goods shall pass to the Customer on completion of delivery as defined in paragraph 5 of Schedule 1 for seeds and paragraph 2 of Schedule 2 for crop protection products.

4.2. Title to the Goods shall not pass to the Customer until the earlier of:

- a) the supplier receives payment in full (in cash or cleared funds) for the goods and any other goods that the supplier has supplied to the customer, in which case title to the goods shall pass at the time of payment of all such sums; and
- b) the customer resells the goods, in which case title to the goods shall pass to the customer at the time specified in condition

4.3. until title to the goods has passed to the customer, the customer shall:

- a) hold goods on a fiduciary basis as the supplier's bailee;
- b) store the goods separately from all other goods held by the customer so that they remain readily identifiable as the supplier's property;
- c) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
- d) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- e) notify the supplier immediately if it becomes subject to any of the events listed in condition 8.2;
- f) give the supplier such information relating to the goods as the supplier may require from time to time; and
- g) hold insurance proceeds on trust for the supplier and not mix them with other money, nor pay the proceeds into an overdrawn bank account.

4.4. subject to condition 4.5, the customer may resell or use the goods in the ordinary course of its business (but not otherwise) before the supplier receives payment for the goods. however, if the customer resells the goods before that time:

- a) it does so as principal and not as the supplier's agent; and

- b) title to the goods shall pass from the supplier to the customer immediately before the time at which resale by the customer occurs.
- 4.5. if, before title to the goods passes to the customer, the customer becomes subject to any of the events listed in condition 8.2, then, without limiting any other right or remedy the supplier may have:
- a) the customer's right to resell the goods or use them in the ordinary course of its business ceases immediately; and
 - b) the supplier may at any time:
 - i. require the customer to deliver up all goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - ii. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 4.6. The Customer grants the Supplier, its Agent 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 the Customer's right to possession has terminated, to recover them. All recovery costs incurred by the Supplier in this regard shall be paid by the Customer. All rights of the Supplier under this Condition 4.6. shall be subject to prior consultation with the Customer in order to agree the time and business site(s) for the inspection in advance.
- 4.7. The Customer shall cooperate in any measures necessary for the protection of the Supplier's title and rights. In particular, it authorises the 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.
- 4.8. For the purposes of sales made to any Customer in the Republic of Ireland, Sections 32(2) and 32(3) of the Irish Sale of Goods Act 1893 (as amended) shall not apply.

5. WARRANTIES

- 5.1. The Supplier warrants title and that the Goods sold conform to the Supplier's standard specifications and labelling. Unless otherwise mentioned herein, the 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. The 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 the Supplier shall not accept any liability beyond the

warranties granted in this Condition 5, including liability to the Customer's customers, other suppliers or resellers or end users.

- 5.2. For the purpose of sales made to any Customer in the Republic of Ireland, the contractual rights which such Customer enjoys by virtue of Sections 12, 13, 14 and 15 of the Irish sale of Goods Act 1893 (as amended) are in no way prejudiced by anything contained in these conditions save to the extent permitted by law.

6. LIMITATION OF LIABILITY

- 6.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - b) fraud or fraudulent misrepresentation; or
 - c) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 6.2. Subject to Conditions 5 (warranties), 6.1 (non-limited liability), 23 (claims for seed sales) and 26 (claims for crop protection products):
- a) the Supplier (and its employees, Agents and sub-contractors) shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one hundred per cent (100.0%) of the price of the Goods.

7. PRICE AND PAYMENT

- 7.1. At all times, subject to the price adjustment set forth by the Contract, the 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 the Customer at any time before delivery, increase the price of Goods due to (a) any factor beyond the Supplier's control (including without limitation foreign exchange fluctuations and tax or duty increases); (b) acceptance by the Supplier of the 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 the Supplier adequate or accurate information or instructions.

- 7.2. The price of Goods is as per the order confirmation and does not include value added taxes or equivalent taxes or other taxes, charges or fees, which shall be paid by the Customer, unless otherwise stated on the order confirmation.
- 7.3. The Supplier will invoice the Customer for the Goods on completion of delivery. The 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 the account designated by the Supplier. Time of payment is of the essence. The Supplier may set-off amounts owing to it by the Customer against amounts due to the Customer. The Customer may not set-off amounts owing to it by the Supplier or a Supplier affiliate against amounts due to the Supplier or a Supplier affiliate from the Customer without prior consultation and agreement with the Supplier.
- 7.4. If the Customer fails to make any payment due to the Supplier under the Contract by the due date, then the Customer shall pay interest on the overdue amount at the rate of four percent (4.0%) per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. Without prejudice to any of the rights or remedies of the Supplier, the Supplier shall have the right to cancel any further deliveries if the Customer fails to make any payment when due. The Customer shall reimburse the Supplier for all administrative and legal expenses incurred by the Supplier in the collection of any such amounts payable by the Customer.
- 7.5. Notwithstanding the foregoing, should the Supplier reasonably believe that the Customer's financial state is insufficient to meet the Customer's payment obligations when due, the 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 the Customer fails to provide a suitable payment guarantee in cases foreseen by Condition 7.5, or if the Customer becomes subject to any event as set forth in Condition 8.2, or the Supplier believes that the Customer is about to become subject to any of them and notifies the Customer of that, then without limiting the Supplier's own rights, all outstanding sums shall immediately become due to the Supplier and the Supplier may (i) cancel or suspend further deliveries under Contract without incurring liability to the Customer; and (ii) provided the Goods have

not been resold, require the Customer to deliver the Goods or enter the Customer's premises to recover the Goods.

- 8.2. For the purpose of Condition 8.1 the events are: a bankruptcy order made against the Customer, or the 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 the Customer or for the granting of an administration order in respect of the Customer or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

9. FORCE MAJEURE

The Supplier may defer the date of delivery or terminate the Contract or reduce the volume of Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the 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, the Customer shall be entitled to give notice in writing to the Supplier to terminate the Contract. Force majeure events shall not excuse payment obligations.

10. INTELLECTUAL PROPERTY

The 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"). The Customer shall not infringe any Intellectual Property Rights in the Goods. The Customer shall immediately inform the Supplier of any infringement claims or legal proceedings involving the Customer regarding the Intellectual Property Rights. The Customer agrees to discuss and agree with the Supplier on the defence strategy that shall be used.

11. EXPORT CONTROL

- 11.1 The Customer shall comply with all applicable economic sanctions and export controls laws and regulations, which may include laws and regulations that are applicable to the Supplier only. If, at any time, the Supplier believes that a law or regulation renders

the performance of its obligations impossible or illegal, the Supplier shall be entitled to refuse an order or terminate the Contract with immediate effect without any liability for the Supplier.

- 11.2 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- 11.3 The Customer shall undertake its best efforts to ensure that the purpose of Clause 11.2 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 11.4 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Clause 14.3.
- 11.4 Any breach of Clause 11.2, 11.3 or 11.4 shall constitute a material breach of this Agreement, and Supplier shall be entitled to seek appropriate remedies, including, but not limited to:
 - a) termination of this Agreement; and
 - b) refund of the price of the goods exported, whichever is higher.
- 11.5 The Customer shall immediately inform the Supplier about any problems in applying Clause 11.2, 11.3 or 11.4, including any relevant activities by third parties that could frustrate the purpose of Clause 11.2. The Customer shall make available to the Supplier information concerning compliance with the obligations under Clause 11.2, 11.3 or 11.4 within two weeks of the simple request of such information.

12. COMPLIANCE WITH APPLICABLE LAWS/ANTI CORRUPTION LAWS

- 12.1. The 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.
- 12.2. The Supplier shall be entitled to evaluate the compliance of the Customer, either by assessment (online, paper questionnaire, etc.) or by an onsite audit upon reasonable prior notice).
- 12.3. The 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.
- 12.4. The Customer shall immediately report to the 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 the Supplier in reviewing the matter and taking any action that the Supplier considers appropriate in order to solve the matter.

- 12.5. In the event that the Supplier believes, in good faith, that the Customer has violated any applicable regulations and/or principles referred in Condition 12, the Supplier shall be entitled to refuse an order or terminate the Contract with immediate effect without any liability for the Supplier.

13. MISCELLANEOUS

- 13.1. 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.
- 13.2. Failure or delay by the 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 the Supplier of a breach or default by the 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.
- 13.3. 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.
- 13.4. Notices or other communications are deemed to have arrived: if delivered personally, when left at the address referred to in Condition 15.3; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 13.5. The 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. The 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 the Supplier's prior written consent.
- 13.6. A person who is not a Party to the Contract shall have no rights under or in connection with it.
- 13.7. The Customer shall:
 - a) inform the 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 the Supplier the results of any testing and inform the 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. The Customer shall keep the impacted batch(es) blocked until receipt of the 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 the Supplier in case the Supplier is informed of similar sampling or inspection on the Goods from the market.

The Customer will cascade the obligations contained in this Condition 13.7 to any of its affiliates, customers or subcontractors.

14. APPLICABLE LAW AND JURISDICTION

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

SCHEDULE 1

THIS SCHEDULE SHALL APPLY TO SALES OF SEED

1. CONVENTIONAL BREEDING METHODS

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

2. SEED QUALITY DISPATCHES

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 the Supplier and the Customer. Complaints relating to seed germination rates shall be time limited to within 9 months of delivery.

3. PLANT DISEASES

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

4. PROHIBITED ACTIVITIES

The 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. The Customer shall grant the Supplier, its agents and/or employees an irrevocable license at any time to directly enter and/or access to the Customer's premises, including fields and greenhouses, and to premises of third parties performing services for the Customer, to enable an audit of the Customer's compliance with Conditions 12 and this paragraph 4. Also, the Customer shall, at the Supplier's request, grant reasonable access to all relevant administrative records relating to the Goods.

5. DELIVERY

- 5.1. The Customer shall provide all necessary information to enable the Supplier to fulfil the Order. Delivery of Goods shall be completed as follows:
 - 5.1.1. If being delivered, on the Goods' arrival at the Delivery Point;
 - 5.1.2. If being collected by the Customer and loaded by the Customer, at the point that the Goods are lifted from the ground at the Delivery Point;
 - 5.1.3. If being collected by the Customer and loaded by the Supplier, at the point that the Goods are loaded into the Customer's vehicle.
- 5.2. Dates specified by the 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.
- 5.3. If for any reason the Customer will not accept delivery of the Goods when they are ready for delivery, or the Supplier is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations: (a) risk in Goods passes to the Customer (including for loss or damage); (b) the Goods will be deemed to be delivered; and (c) the Supplier may store Goods until delivery whereupon the Customer will be liable for all related costs and expenses (including without limitation storage and insurance). If, 7 days after the Supplier notified the Customer that the Goods were ready for delivery, the Customer has not accepted delivery, the Supplier may resell or otherwise dispose of all or part of the Goods and, after deducting storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 5.4. The 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 the Customer to cancel any other instalment.
- 5.5. The Customer shall not reject the Goods in case of insignificant deviations, including without limitation up to 5% more or less than the quantity of the Goods ordered.
- 5.6. If because of any circumstance, the Supplier is unable to supply the total demand for the Goods, the 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.

6. ORDER CANCELLATION

Subject to Condition 9, if the Customer cancels in whole or part any order accepted by the Supplier, the Supplier may charge the Customer a liquidated sum of damages equal to 30% of the total order as compensation for the loss to the 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.

7. ADVICE

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

8. CLAIMS

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

SCHEDULE 2

THIS SCHEDULE SHALL APPLY TO SALES OF PLANT PROTECTION PRODUCTS AND BIOCIDES

1. PACKAGING

Goods may only be offered for sale and sold under the 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.

2. DELIVERY

- 2.1. The Customer shall provide all necessary information to enable the Supplier to fulfil the order. Delivery of Goods shall be completed as follows:
 - 2.1.1. If being delivered, on the Goods' arrival at the Delivery Point;
 - 2.1.2. if being collected by the Customer and loaded by the Customer, at the point that the Goods are lifted from the ground at the Delivery Point;
 - 2.1.3. If being collected by the Customer and loaded by the Supplier, at the point that the Goods are loaded into the Customer's vehicle
- 2.2. Upon receipt of all requested information for execution of the order, the Supplier will issue a "Response to the Order" indicating estimated delivery date.
- 2.3. If delivery time estimated by the Supplier is not acceptable for the Customer, the Customer is entitled to modify or cancel its Order provided that the Customer notifies the Supplier of its wish to cancel or modify the Order no later than two (2) Business Days upon receipt of the "Response to the Order". If such request has not been received two (2) Business days after receipt of the Response to the Order", the Customer is deemed to have accepted the estimated delivery time and the Contract will come into existence when the Supplier issues written confirmation of the order or delivers Goods to the Customer.
- 2.4. Any quantity ordered that does not comply with the packaging will be rounded up to the next logistics unit.
- 2.5. If for any reason the Customer will not accept delivery of the Goods when they are ready for delivery, or the Supplier is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations: (a) risk in Goods passes to the Customer (including for loss or damage); (b) the Goods will be deemed to be delivered; and (c) the Supplier may store the Goods until delivery whereupon the Customer will be liable for all related costs and expenses (including without limitation storage and insurance). If, seven (7)

Business Days after the Supplier notified the Customer that Goods were ready for delivery, the Customer has not accepted delivery, the Supplier may resell or otherwise dispose of all or part of the Goods.

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

3. CLAIMS

Any claim for shortage or for damage incurred in transit of the 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 the Supplier within 3 Business Days as of the 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 the Customer learns of the facts on which such claim is based, but in no event later than 5 (five) months after the Customer's receipt of Goods. All claims not made in writing and received by the 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 the 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 Day's of such defect becoming apparent. The Customer shall prevent and mitigate claims to the extent reasonably possible, taking into account the instructions of the Supplier, if any.

4. INDICATIONS FOR USE:

The indications for use on the labels, notices or other commercial documents issued by the 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 the 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. The Supplier assumes no liability for such general indications as they must be adapted to each particular case, even in the absence of contraindications.

5. STEWARDSHIP

The 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. The 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.

Edition January 2026