

Bayer CropScience Limited
Terms and Conditions of Sale

1. Definitions

In these conditions "Seller" means Bayer CropScience Limited, "Buyer" means the person, firm or Company purchasing the goods, "Goods" means the product, goods or material to be supplied by Seller to Buyer.

2. General

Goods are supplied by Seller only on the following conditions. No variation of such terms and conditions will be binding unless expressly accepted in writing. All other terms and conditions are hereby expressly excluded. Product specifications and prices may be altered by Seller without notice. It is the Buyer's responsibility for accuracy of orders. Seller is not liable for errors. Purchasing plans, forecasts and other negotiations or discussions regarding the supply of Goods do not constitute any commitment on the part of Seller to sell these, or any, volume of Goods to the Buyer. Quotations do not constitute an offer to sell and a contract shall only be made when Seller accepts an order from the Buyer on these terms and conditions.

3. Price

- (a) Unless otherwise stated the price is exclusive of VAT or any other applicable form of sales or other tax levy which shall be chargeable in addition upon the supply of the Goods at the rate ruling at the date of invoice.
- (b) Unless otherwise stated on acceptance, the price of the Goods shall include Seller's costs of standard packaging, and delivery of the Goods to any one address in the United Kingdom specified in writing by Buyer and agreed by Seller prior to delivery.
- (c) Containers and/or packages are not returnable unless so stated in Seller's quotation or acknowledgement or other documentation. Unless otherwise agreed, returnable containers and/or packages shall be returned empty by the Buyer to the Seller's address stated on the delivery note in good condition, carriage paid, and within three months of delivery of the Goods. If not, such containers and/or packages will be chargeable at replacement value and no credit will be due on containers and/or packages for which a charge shall have been made by Seller.
- (d) The applicable price for all Goods is as stated on the issued invoice. Prices can be changed by Seller at any time prior to the issuing of the invoice, upon notice to Buyer.

4. Delivery

Date for delivery is quoted as accurately as possible but it is not guaranteed and Seller will not be liable for any loss or damage whatsoever arising from delay or non-delivery of the Goods. Time for the delivery of the Goods shall not be of the essence.

5. Returns

Seller will not accept return of Goods supplied against an order except by prior agreement.

6. Retention of title and Risk

- (a) Title to the Goods shall remain in Seller until full payment of all sums due from Buyer to Seller has been made under this or any other contract. Until the title passes Buyer shall hold all Goods as bailee for Seller and as Seller's fiduciary agent and shall store all Goods separately from those of third parties at no cost to Seller in such a way that they are easily identifiable as the property of Seller.
- (b) Without prejudice to any other rights Seller may recover and resell any or all of the Goods supplied to Buyer upon demand at any time before title has passed to Buyer. Buyer undertakes to give access to its premises and the Goods to enable Seller to retake possession of the Goods.
- (c) If Buyer resells any Goods in its possession notwithstanding that the title in the Goods has not passed to it the proceeds of such resale ("the Resale Proceeds") shall belong to Seller until Buyer has made full payment for all the Goods and until such time the Resale Proceeds shall be held by Buyer in a fiduciary capacity on behalf of Seller and shall be kept in a separate account without prejudice to Seller's rights to trace the same if Buyer fails to keep such proceeds separate.
- (d) Risk in the Goods passes to Buyer on delivery. The Buyer shall be deemed to have accepted the Goods following their delivery provided the Buyer has had a reasonable time to inspect the Goods.
- (e) Each sub-clause (a) to (d) above shall be construed and take effect as a separate clause. If for any reason whatsoever a sub-clause should be unenforceable the others shall remain in full force and effect.

7. Insolvency

This clause applies if: Buyer makes any voluntary arrangement with its creditors, or becomes subject to an administration order, or goes in to liquidation, or a receiver or administrator is appointed, in relation to any of the Property or Assets of Buyer, or Buyer ceases, or threatens to cease, to carry on business, or Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to Buyer.

If this clause applies, then without prejudice to any other right or remedy available to Seller, Seller shall be entitled to cancel this contract or suspend any further deliveries under the contract without any liability to Buyer, and if the Goods have not been paid for, the price shall become immediately due and payable not withstanding any previous agreement or arrangement to the contrary. Buyer shall cease to have any right to use, resell or otherwise dispose of the Goods.

8. Liability

- (a) Buyer shall not be entitled to rely or seek to rely on any representation statement or warranty concerning the Goods and in particular but without limitation any representations statements or warranties concerning the performance or fitness for purpose of the Goods as are made by an employee of Seller prior to or after the conclusion of the contract or otherwise nor shall Seller be liable to Buyer for any loss or damage incurred or suffered by such reliance unless such representation statement or warranty is specifically made a term of this contract in writing by a person duly authorised by Seller.
- (b) Buyer acknowledges that certain materials and chemicals may be hazardous in certain conditions or if handled without due care. Buyer undertakes that Buyer and Buyer's employees or agents will comply with all such warnings and instructions as may be issued by Seller in relation to the Goods. Buyer undertakes that only suitably qualified and trained persons will handle any of the Goods.

9. Payment

Time for payment shall be of the essence. Buyer shall pay the price of the Goods in the invoiced currency by the date specified on the invoice except as otherwise agreed in writing. All payments shall be made without any deduction or deferment in respect of any disputes or claims whatsoever or in respect of any taxes imposed by or under the authority of any Government or public authority.

Seller will use any payments made for settlement of the oldest invoice items and charges accrued thereon. If payment is not made by the due date Seller will charge Buyer interest at a rate of 2% above HSBC Bank base rate at the time from the due date until the date payment is received plus any costs incurred in obtaining settlement of the sums due.

10. Proprietary Rights

The sale of the Goods by Seller does not confer any right or licence upon Buyer to use or exploit in any way intellectual property rights subsisting in or relating to the Goods or which Seller is the proprietor or to which Seller is otherwise entitled.

11. Force Majeure

Seller shall not be in breach of contract if there is any total or practical failure of performance by it of any duties or obligations occasioned by Act of God fire act of Government or State war civil commotion insurrection embargo prevention from or hindrance in obtaining any raw materials energy or other supplies labour disputes of whatsoever nature and any other reason beyond its control and shall in such event give written notice thereof to Buyer.

12. Assignability

The contract of which these Conditions form part is personal to Buyer who shall not assign the benefit thereof without Seller's written consent.

13. Applicable Law

These Conditions and the contract between the parties shall be construed and applied in accordance with the law of England and the English Courts shall have sole jurisdiction in any dispute relating thereto.