

GENERAL CONDITIONS OF SALE OF SYNGENTA SEEDS B.V.

These conditions apply to every offer and every agreement between Syngenta Seeds B.V. and a buyer, insofar as the parties have not explicitly deviated from one or more of these conditions.

1. Definitions

For the purposes of these General Conditions of Sale, the following terms shall have the following meaning:

“**Affiliate**” means, in relation to either Party, a company which controls, is controlled by, or is under common control with that Party. For purposes of this definition, “control” means possession, directly or indirectly, of at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the power to direct or cause the direction of the management or policies of an entity whether through ownership of securities, by contract or otherwise.

“**Buyer**” means the person or company whose order for the Products is accepted by Syngenta.

“**Change of Control**” means the event that a legal entity not being the Buyer or a Buyer’s Affiliate, acquires or otherwise becomes able to Control the Buyer.

“**Conditions**” means the standard conditions of sale set out in this document.

“**Contract**” means the contract for the purchase and sale of the Products made between Syngenta and the Buyer.

“**Delivery**” means the shipment FCA (Incoterms 2010) from Syngenta’s premises to the agreed delivery point, unless otherwise provided in the Contract. In case no delivery point has been agreed, Syngenta is entitled to nominate the delivery point. Delivery to plant raisers in the Netherlands shall take place postage paid, except for urgent and/or express delivery in which case the shipment costs shall be for the Buyer’s account.

“**Insolvency Event**” means, in relation to the Buyer, any of the following circumstances: (i) if it is unable to pay its debts as they fall due or is declared bankrupt, (ii) if it ceases or threatens to cease carrying on all or substantially all of its business, otherwise than for the purposes of a solvent reconstruction or amalgamation, (iii) if any liquidator, receiver, administrator, custodian, trustee or administrative receiver is appointed over the whole or any material part of its undertaking, property or assets, (iv) if an order is made or resolution is passed for its winding up, otherwise than for the purposes of a solvent reconstruction or amalgamation, (v) if it applies for other measures of protection against its creditors under applicable bankruptcy or insolvency laws or (vi) if any event analogous to any of the foregoing occurs in any jurisdiction in which any of its assets are situated.

“**Parties**” means Syngenta and the Buyer.

“**Products**” means the products (including any instalments of the products or any parts of them) which Syngenta is to supply in accordance with the Contract, whose features and capacities are specifically described in the Contract. Products may include, without limitation, seeds, seedlings, rootstocks, cuttings, young plants and ornamental plants, for instance of the following crops: cereals, corn, sunflower, rapeseed, fodder beet, vegetable crops and flowers.

“**Syngenta**” means the Syngenta entity that has agreed to supply the Products to the Buyer under the Contract.

“**Syngenta Group**” means the Syngenta contracting entity, and/or any other company considered as a Syngenta Affiliate as per the definition given above.

The latest **International Seed Federation (I.S.F.) terms and definitions** describing the reaction of plants to pests and pathogens and to abiotic stresses for the vegetable seed industry are hereby incorporated by reference. If Syngenta uses these terms in these General Conditions of Sale and any related statements, the definition of I.S.F. applies.

2. **Orders**

- 2.1 Syngenta shall sell and the Buyer shall purchase the Products in accordance with:
- (i) any written order of the Buyer which has unconditionally been confirmed by Syngenta (including, without limitation, by delivering some or all of the ordered Products); or
 - (ii) any other written agreement between the Buyer and Syngenta;
- subject in either case to these Conditions which are applicable to the Contract.
- 2.2 Except for these Conditions, no terms and conditions which the Buyer purports to apply under any early order, purchase order, confirmation of order, specification or similar document will form part of the Contract.
- 2.3 The Buyer shall state in writing in its order and/or at Syngenta first request the data, specifications and documents legally required in the country of delivery, of, among others, the following:
- invoicing;
 - phytosanitary requirements;
 - international certificates;
 - other import documents or import declarations.
- 2.4 All orders which are placed with Syngenta through Syngenta's electronic ordering system are equally subject to these Conditions, as well as any further specific terms and conditions which may be posted within and/or are downloadable from such system.
- 2.5 Syngenta reserves the right to amend these Conditions from time to time.
- 2.6 No order which Syngenta has confirmed in accordance with Condition 2.1(i) can be cancelled by the Buyer except with Syngenta's written agreement.
- 2.7 If Products ordered under the Contract have not yet been delivered or paid for, Syngenta may terminate the Contract immediately by notice in writing to the Buyer if an Insolvency Event or Change of Control occurs in relation to the Buyer.

3. **Delivery**

- 3.1 Any dates specified by Syngenta for Delivery of the Products are approximate only and do not constitute a deadline.
- 3.2 The quantity of any shipment of Products as recorded by Syngenta or its (sub-)contractor upon dispatch from Syngenta or its (sub-)contractor's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 3.3 In the case of a non-delivery of the Products written notice of the non-delivery is given to the carrier and Syngenta by the Buyer within fourteen (14) days of the date when the Products should have been received. If the Buyer does not inform Syngenta and the carrier of the non-delivery within this period, the Buyer's rights to hold Syngenta liable for the non-delivery will lapse.
- 3.4 Any liability of Syngenta for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit-note at the pro-rata Contract rate against any invoice raised and paid for such Products.
- 3.5 A signature of qualified acceptance on a carrier's delivery note shall not be written notice to either the carrier or Syngenta for the purpose of these Conditions.
- 3.6 Syngenta is permitted to deliver the sold Products in instalments. If the Products are delivered in instalments, Syngenta has the right to invoice each partial delivery separately.
- 3.7 If the quantity mentioned in an order deviates from the standard quantity applied by Syngenta or a multiple thereof, Syngenta has the right to deliver the nearest higher quantity being, as applicable, the standard quantity applied by Syngenta or a multiple thereof.
- 3.8 Return deliveries, including the mutual exchange of seeds for pelleted seeds, are not permitted, unless agreed in advance between the parties in writing.
- 3.9 If for any reason:
- (i) production (including harvesting and processing) of any Products shall fail to provide Syngenta with Products of sufficient quantity and/ or quality for Delivery to the Buyer, or
 - (ii) at any time total demand for Products shall for any reason exceeds Syngenta's total available supply through its normal sourcing arrangements,
- Syngenta shall not be under an obligation to deliver the quantity ordered by the Buyer and the Products to be supplied under the Contract shall be such quantity as Syngenta shall in its sole discretion allocate to be supplied under the Contract, and Syngenta shall not be in breach of the Contract, negligent or otherwise

- liable to the Buyer (and the Buyer shall not be entitled to any damages) if such quantity is less than the quantity ordered by the Buyer.
- 3.10 Young plants and ornamental plants are delivered in a special (design copyrighted) tray(s) and, depending on the quantity, loaded on a pallet(s) which shall both remain Syngenta's property. The Buyer acknowledges that Syngenta holds all design and property rights related to the tray(s) and undertakes to act in compliance with these rights. The Buyer shall take due care of these tray(s) and pallet(s) until they are collected by Syngenta. The Parties shall make agreements with regard to the frequency with which the tray(s) and/or pallet(s) are collected by Syngenta. If these tray(s) and/or pallet(s) are lost or damaged whilst in the Buyer's possession or control, the Buyer shall be liable to pay to Syngenta an amount of € 5 per tray and € 12.50 per pallet. The Buyer shall store the tray(s) and/or pallet(s) in such manner that Syngenta can collect them in a normal manner. The Buyer shall ensure that the tray(s) and/or pallet(s) are clean. In order to guarantee Syngenta's property rights the trays are individually numbered and registered by means of a barcode. The Buyer will not remove or otherwise render illegible this barcode and should the Buyer do so the Buyer shall pay to Syngenta an amount of € 1 per tray, without prejudice to Syngenta's right to claim a higher amount in damages from the Buyer.
- 3.11 The Buyer is not permitted to continue to use the tray(s) and/or pallet(s), or to let them be used by third parties, unless explicitly agreed otherwise by Syngenta in writing.
- 3.12 If no agreements have been made between the Buyer and Syngenta about shipment, Syngenta shall have the right to ship the consignment in the manner it deems best. The shipment is entirely for the Buyer's risk. Any additional costs as a consequence of the Buyer's special transport and/or packaging requirements shall be charged to the Buyer's account.

4. **Price and Payment**

- 4.1 The price of the Products shall be Syngenta's quoted price, or when no price has been quoted (or a quoted price is no longer valid), the price set out in Syngenta's most current published price list at the date of Delivery. Syngenta reserves the right to modify its prices periodically and in the interim. Each new price listing shall cancel the previous price with regard to orders placed after such new price listing.
- 4.2 The price of the Products is exclusive of any value added tax or any other applicable tax (which the Buyer shall pay in addition when it is due to pay for the Products) and further costs to be paid by the Buyer, including amongst others, packaging cost, quality assurance costs and/or phytosanitary inspections, import duties, government and other regulatory levies, and any other fees. Prices are expressed in Euros and shall be paid in Euros, unless otherwise indicated in the invoice.
- 4.3 Syngenta shall invoice the Buyer for the price of the Products. Syngenta shall determine the date of issuing such invoice in compliance with relevant local regulations.
- 4.4 Each invoice for the price of the Products will be paid within 30 days after the invoice date at Syngenta's offices or by deposit or transfer into a bank account indicated by Syngenta.
- 4.5 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Syngenta to the Buyer.
- 4.6 If the Buyer fails to make any payment under the Contract on the due date (without any prejudice to its other rights or remedies), the Buyer is in default. In the event of late payment for deliveries made in the Netherlands, the Buyer shall pay 1% of the interest per month or per part of a month on the invoice amount as of the time at which the Buyer is in default. In the event of late payment for deliveries outside the Netherlands, the Buyer shall pay 1.5 % per month or per part of a month on the invoice amount as of the time at which the Buyer is in default. In the event of the Buyer's defaults, Syngenta has the right to charge any exchange rate loss incurred as a result to the Buyer's account.
- 4.7 If payment in instalments has been agreed, the entire remaining amount shall be immediately payable, in the event of late payment of an instalment. The stipulations of Condition 4.6, shall apply by analogy.
- 4.8 Without prejudice to its other rights and remedies, Syngenta shall have the right to immediately cancel any orders accepted by Syngenta, or to delay the delivery of Products ordered therein, if the Buyer's account with the Syngenta Group shows that the Buyer is overdue in paying any Syngenta invoices.
- 4.9 If the Buyer is in default with regard to one or more of its obligations, all extra judicial collection costs incurred to obtain payment as well as judicial costs shall be for the Buyer's account, with a minimum of the invoice amount.

- 4.10 Syngenta reserves the right to not carry out, or no longer carry out, orders or agreements if previous deliveries have not been paid for by the Buyer or the Buyer has not fulfilled or it's at risk of not fulfilling his obligations to Syngenta. The Buyer is required to pay the damage suffered by Syngenta due to this. Syngenta is not responsible for any damage suffered by the Buyer as a result of not carrying out orders.
- 4.11 If there is any doubt at Syngenta's discretion regarding the ability of the Buyer to pay, Syngenta will be entitled to defer performances until the Buyer has provided surety for the payment. If the Buyer has not provided surety for the payment within fourteen (14) days after being requested to do so, Syngenta is entitled to terminate the agreement by cancellation. In this case the Buyer will be liable for expenses incurred by Syngenta.

5. **Property and Risk**

- 5.1 Ownership of the Products shall only be transferred to the Buyer once they have been fully paid for and the Buyer has fulfilled all of its other obligations towards Syngenta. Payment refers to the full payment of the invoiced price, including value added tax, applicable interest and any other costs as stated in Condition 4.2. The above stipulation shall apply irrespective of the manner in which the delivered Products or the Products resulting from them have been planted and/or connected to a medium and/or substrate.
- 5.2 Products delivered by Syngenta, covered by the retention of title pursuant to Condition 5.1, can only be resold or used in the framework of ordinary business operations. In the event that the Products are resold by the Buyer, the Buyer shall require from its buyers a retention of title and, to ensure by means of a perpetual clause to be imposed, that third parties undertake to immediately send Syngenta the records of consignment numbers of the Products, so that all the delivered Products can be traced to third parties.
- 5.3 The risk of damage to or loss of the Products shall be borne exclusively by the Buyer as from their Delivery.
- 5.4 For Products which have been supplied but not yet paid-for, the Buyer shall hold the Products on Syngenta's behalf and shall keep the Products separate from those of the Buyer and third parties, shall sufficiently insure the Products against loss and/or damage and shall identify the Products as Syngenta's property. At Syngenta's request, the Buyer shall provide proof that it has subscribed to an insurance policy. Until the Buyer has paid for the Products in full, the Buyer undertakes to take all necessary measures in order to preserve the integrity and quality of the Products. The Buyer is not permitted to encumber the Products or to vest any other rights in them.
- 5.5 The Buyer's right to possession of Products belonging to Syngenta will cease immediately if an Insolvency Event occurs in relation to the Buyer. Where the Buyer's right to possession has terminated, the Buyer grants Syngenta, its agents, employees and Affiliates irrevocable permission at any time to enter any premises where the Products are or may be stored to recover them. This Condition 5.5 will survive termination of the Contract for any reason.

6. **Terms of use of the Products and usage**

- 6.1 Instructions setting forth the restrictions of use of the Products by the Buyer and subsequent buyers may be included in the Products' packaging and/or labelling. By using the Products, the Buyer or further buyers confirm his/their commitment(s) to comply with these restrictions. The Products are exclusively intended for the growing of crops for human or animal usage and/or consumption. The Products and the packaging are proprietary to Syngenta Group or its licensors and are protected by intellectual property rights. Unless otherwise agreed in writing, the Buyer's use of the Products is limited to production of a single commercial crop, whether of fresh produce, forage, fiber, grain or any other crop. In the preceding sentence, "production" shall exclude producing seeds for replanting or vegetative reproduction. Unless expressly permitted by law, use of the seed, including the parental lines that may be unintentionally contained therein, for research, breeding or molecular or genetic characterization is strictly prohibited. Buyer has and shall acquire no rights in relation to parental lines that may be unintentionally contained therein. In the case of the Products being ornamental plant culture products for which plant breeder's rights have been applied for and/or granted, only non-recurring flower or plant production is allowed. Violations shall result in an immediately payable penalty of € 1.00 per reproduced flower or plant. Besides the penalty Syngenta shall retain its right as a licence holder to recover the actually incurred damage from the violating party. Buyer further agrees not to remove the bag-tag and/or labelling from the Products' packages and or labelling.
- 6.2 The Buyer shall impose no less stringent restrictions than the restrictions mentioned in this Condition 6 upon its own buyers.

7. **Access to premises**

The Buyer shall, if requested, give Syngenta, its agents, employees and Affiliates access to its premises where the Products are located at any time to enable Syngenta to inspect the usage of such Products. Syngenta shall notify the Buyer of its visit in a timely manner.

8. **Packaging and traceability of Products; use of trademarks, signs and other indications**

8.1 **Use of trademarks, signs and other indications.** All of the trademarks, service marks and logos displayed on the Products, in the Contract and/or in any document or website referenced by them (the "Trademarks") are registered and unregistered trademarks of the Syngenta Group, or third parties who have licensed their trademarks to the Syngenta Group. Buyer shall not reproduce, display or otherwise use any Trademarks without Syngenta's prior written permission.

Unless agreed otherwise in writing, the Buyer is not permitted to use Trademarks, signs and other marks used by Syngenta, for its own products or services, nor to suggest a (direct or indirect) commercial connection with the Syngenta Group, with the exception of trading the Products in their original packaging on which Trademarks, signs and other marks have been applied by Syngenta. If the delivered Products are resold, this restriction shall also be imposed upon the Buyer's own buyer and to any subsequent buyers.

8.2 **Packaging.** The Buyer shall not change or remove the Trademarks (including, without limitation, corporate or trade names and labels, any bag tag, or any indication of any intellectual property right of any nature whatsoever belonging to Syngenta), from the packaging of the Products, unless with prior written permission by Syngenta.

8.3 **Traceability.** The Buyer hereby acknowledges that any marketing of a Product on which any of the label, batch number, bag tag or sell-by date have been removed, erased or altered, represents a serious breach of these Conditions and of the Contract. Such breach shall entitle Syngenta in its sole discretion to terminate the Contract immediately without any compensation whatsoever in Buyer's favor. In such a case, the Buyer shall bear all the legal, financial and judicial consequences which may arise therefrom, at its sole expense and risk.

9. **Plant Breeders' rights and other intellectual property rights**

9.1 The Buyer shall comply with the restrictions and limitations imposed on the Products by the UPOV Convention and its national implementations which are hereby incorporated by reference, and when applicable Council Regulation No 2100/94 of 27 July 1994 on Community plant variety rights, which are also hereby incorporated by reference.

9.2 Products protected by a breeder's right applied for or granted in the Netherlands or any other country or by a contractual transfer provision may not be used to further reproduce the variety.

9.3 Buyer shall comply with these additional obligations:

(i) If the Buyer finds a mutant in the Products, the Buyer shall report this immediately to Syngenta by registered letter, and shall make available to Syngenta materials of the mutant for testing purposes and for any other purposes without charge. Furthermore, if the Buyer maintains the mutant, Syngenta has the right to request from the Buyer, within a period of two (2) years after the detection of the mutant, materials of the mutant for testing purposes and for any other purposes without charge. The Buyer shall ensure that this Condition 9.3(i) also applies to its customers, who shall then exercise their reporting obligation to the Buyer.

(ii) The Buyer shall indemnify Syngenta for any damages Syngenta has incurred as a result of any violation by the Buyer of Syngenta's plant breeder's rights or other intellectual property rights.

(iii) The Buyer undertakes to fully cooperate as desired by Syngenta, including cooperating with the collection of evidence, in the event that Syngenta is engaged in legal proceedings with regard to plant breeder's rights or other intellectual property rights.

(iv) The Buyer shall report all sales of Products as may be required by relevant royalty collecting agencies administering rights in the Products. If the Buyer is a licensee of Syngenta the Buyer shall ensure that its sub-licensees, where relevant, also comply with this Condition 9.3(iv).

10. **Statement related to Genetically Modified Organisms**

All the Products currently sold by Syngenta in Europe, Africa and the Middle East have been bred by conventional plant breeding methods and with parent components that have not been genetically modified, without using genetic modification techniques leading to genetically modified organisms as defined in Directive 2001/18/EC on the deliberate release into the environment of genetically modified organisms. The methods and processes used in the development and maintenance of those varieties are aimed to achieve high purity standards and minimizing the risk of off-types or adventitious presence of other plant material, including genetically modified material, as defined by the applicable laws or regulations. Seed production has been carried out in accordance with existing requirements related to marketing of varieties and seed production rules including specified isolation distances. The Buyer acknowledges that, although unlikely, the risk of adventitious presence of genetically modified organisms cannot however be totally excluded.

11. **Warranty**

11.1 Syngenta shall make its best efforts for the Products to conform to their specifications and labels as much as possible, provided that they are handled by the Buyer with utmost care. No guarantees apply to the product specifications.

11.2 The Buyer shall check upon Delivery of the Products the condition of the Products and absence of visible defects of the Products, and shall bear the expenses and assume the risks related to such inspection.

11.3 Any claim or reservation regarding visible defects (such as but not limited to differences in weight, defective packaging, errors in the numbers of parcels or packages, exterior appearance), shall be made on the carrier's receipt and confirmed by registered letter with acknowledgment of receipt, sent to Syngenta within five(5) working days as from the Delivery of the Products, with the exception of seed trays and young plants for which claims shall be submitted within forty eight (48) hours of their Delivery. The Buyer shall specify and justify the nature of its claim or reservation, and identify the defective Products by their batch number.

11.4 Any claim regarding invisible defects as of the time of Delivery (such as but not limited to moisture content, specific purity, seed coating and grading, germination rate, trueness to type) shall be made by Buyer by registered letter with acknowledgment of receipt within five (5) working days from the discovery of such invisible defect and/or from the time at which the Buyer could reasonably have discovered the defect, but in no event no more than one (1) year from Delivery, after which Buyer shall be barred from asserting such a claim, and Syngenta may no longer be held liable for, defective Products.

11.5 Syngenta shall not be held liable for any defect under Conditions 11.3 or 11.4 unless (i) Buyer has notified Syngenta following the relevant conditions set forth in this Condition 11, and (ii) Buyer has provided Syngenta after receipt of the notice with a reasonable opportunity to examine the Products. In all cases, Syngenta shall not be held liable under the abovementioned conditions if (i) the Buyer has not used the Products in the ordinary course of business (in accordance with Condition 6 above), (ii) has modified them in any way whatsoever, (iii) has not stored, kept and handled them so as to ensure that they remain in a good state of conservation and/or (iv) if the defects did not exist at the time of Delivery.

11.6 If the Products have been delivered showing visible defects and (i) the Buyer has notified Syngenta following the relevant conditions set forth in this Condition 11 and (ii) the Buyer has provided Syngenta after receipt of the notice with a reasonable opportunity to examine the Products, Syngenta shall be entitled at its option to either replace the Products (or the defective part) free of charge or, if the Products have already been paid for, refund the price of such Products (or a proportionate part thereof) by issuing a credit note at the pro-rata Contract rate.

11.7 In the event of a lasting dispute between the parties with regard to the germination capacity, the pedigree, the purity of the race and/or the technical purity, a (re) inspection can be carried out by the NAK Tuinbouw, which has its offices in Roelofsarendsveen, the Netherlands, at the request of one of the Parties, for the account of the Party found to be in error. The results of this (re) inspection shall be binding for both Parties, without prejudice to the parties' right to submit disputes regarding the consequences of such results to the institutions mentioned in the Condition 17.

12. **Exclusion, Limitation of Liability and Indemnification.**

12.1 The following provisions of this Condition 12 and Conditions 11 and 3 set out the entire liability of Syngenta (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (i) any breach of these General Conditions of Sale; and
- (ii) any representation, statement, tortious act or omission, or negligence, arising under or in connection with the Contract.

12.2 The Buyer shall mitigate any and all loss and damage in relation to which the Buyer lodges a claim against Syngenta under the Contract.

12.3 All warranties, conditions and other terms implied by statute or law are excluded from the Contract as far as legally possible.

12.4 Subject to maximum extent permitted under applicable law:

- (i) Syngenta's total liability in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract value (net of value added tax); and
- (ii) Syngenta shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term or any duty at law or under the express terms of the Contract for any indirect, consequential, incidental or special loss or damage, costs, expenses (whether or not Syngenta has been advised of the possibility of such loss, damages, costs or expenses), or any claims for consequential compensation, howsoever caused (including without limitation caused by the negligence of Syngenta or its employees, Affiliates, agents or sub-contractors), which arise out of or in connection with the Contract;
- (iii) Syngenta shall not be liable to the Buyer for any loss of profit, loss of business, loss of business opportunity, loss of revenue, depletion of goodwill howsoever caused (including without limitation caused by the negligence of Syngenta or its employees, Affiliates, agents or sub-contractors), which arises out of or in connection with the Contract.

12.5 The Buyer shall hold harmless and indemnify Syngenta against any and all claims of third parties for damages which have been caused by or are otherwise connected with any Products delivered by Syngenta, including, without limitation, claims made against Syngenta in its capacity as producer of the Products pursuant to product liability, unless such damage is caused by gross negligence or wilful misconduct on the part of Syngenta. The Buyer undertakes to subscribe to and maintain an appropriate insurance against claims arising from the indemnification provided for in this Condition 12.5, and an insurance certificate shall be submitted to Syngenta at Syngenta's first request.

12.6 All information given in Syngenta's catalogue or otherwise provided by Syngenta, or by any agent or representative on Syngenta's behalf, relating to the Products, including but not limited to varieties, varietal characteristics or periods of maturity or otherwise relating to the performance of the Products and cultivation advice, is given for general guidance only. Buyer agrees that any information so given or provided does not constitute a representation or warranty by Syngenta as to any matter and shall not be relied on as such. The Buyer itself shall assess whether the Products and/or information is suitable for application to the envisaged cultivation respectively under local conditions.

12.8 Each possible claim regarding compensation for damages pursuant the Contract expires, if and as soon as one year has passed since the delivery of the Products in question when the claim has not been submitted to Syngenta in writing.

13. **Stewardship**

The Buyer agrees to (i) engage only properly instructed, qualified personnel with the appropriate handling of the Products and to (ii) follow at all times applicable safe use and disposal practices as recommended by Syngenta or international organizations, and (iii) use the Products only for their intended purposes.

14. **Compliance with applicable Laws**

The Buyer confirms that it will at all times comply with applicable local and international laws, sanctions and regulations.

15. **Force Majeure**

- 15.1 Syngenta shall not be liable to the Buyer in any manner or deemed in breach of the Contract because of any delay in performing or any failure to perform any of Syngenta's obligations under the Contract if the delay or failure was due, or in response to a Force Majeure event. Force Majeure means any cause beyond Syngenta's or its contractor's reasonable control, that could not, or which effects could not have been reasonably prevented. For instance, the total demand for Products exceeding for any reason Syngenta's total available supply through its normal sourcing arrangements shall be interpreted as a Force Majeure event.
- 15.2 Syngenta shall notify the Buyer as soon as possible if Syngenta is unable to deliver or unable to deliver in a timely manner due to Force Majeure.
- 15.3 If the situation of Force Majeure continues for more than two (2) months and the Parties have not agreed on a change to the Contract, both Parties shall have the right to dissolve the Contract. In such instances Syngenta shall not be liable to pay any damages.

16. **Confidentiality**

The Buyer shall hold in strict confidence any and all information about the Products, the know-how and trade secrets of Syngenta and its business, irrespective whether the source of such information has been Syngenta or one of its Affiliates or a third party, or whether such information was found, developed, or generated by the Buyer itself. In particular and without limitation to the foregoing, turnover figures (notwithstanding Condition 9.3(iv)) and measures for sales promotion shall not be communicated to third parties. The Buyer shall ensure that its own buyers comply with the obligations set out in this Condition 16. This Condition 16 will not apply to information that is in the public domain except where this is as a result of any breach of this Condition 16.

17. **Applicable Law**

Any Contract between Syngenta and the Buyer shall be governed by law of the Netherlands. The competent Court of Amsterdam or, at Syngenta's discretion, any other competent court according to applicable law, is exclusively competent. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from these Conditions.

18. **Severability**

Any provision of the Contract and/or the Conditions which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of the Contract and/or the Conditions and the remainder of such provision shall not be affected. Syngenta and the Buyer shall in that case use their best efforts to negotiate valid and enforceable substitute provisions and/or the Conditions for those declared invalid or unenforceable, in order to carry out as far as possible the original intent and the purpose of the Contract and/or the Conditions.

19. **Protection of personal data**

In the performance of any offer or agreement between the Parties, each Party will comply with data protection law ("Data Protection Law"), if and to the extent that the processing of personal data plays a role. For the purposes of this Condition, Data Protection Law means laws, provisions, regulations (including but not limited to General Data Protection Regulation (Regulation (EU) 2016/679), AVG), and - to the extent that they are generally binding - precedents, rules, standards and other similar instruments, as applicable to a Party's data processing.