TERMS AND CONDITIONS

FIRST. In virtue of this Purchase Order, the parties agree that the SUPPLIER shall perform for MONSANTO, in accordance with the terms and conditions indicated herein, the unsubstated professional services and/or supply and/or delivery of the merchandise described on the reverse of this document and the relationship established by such performance of the contracted services described in the attached documents or similar nature, for which reason they expressly recognize that each Purchase Order or similar document shall be independent of those which precede or follow it. The mere sending of this Purchase Order by MONSANTO to the SUPPLIER, by any means which provides evidence of such notion, constitutes acceptance of the MONSANTO Purchase Order.

SECOND. The SUPPLIER shall express within three working days following the date of receipt, by any means which provides evidence of such fact, the outright acceptance of the Purchase Order, upon failure to do so the Purchase Order will be deemed rejected and MONSANTO shall be able to request the timely delivery of the goods or services ordered. The PURCHASE ORDER is hereby expressed in writing within three working days, and if the SUPPLIER expresses its rejection within the three working days, outside this time MONSANTO shall be deemed fully rejected and MONSANTO shall be free to request the services from a third party with no liability whatsoever towards the SUPPLIER.

THIRD. The time frame for the acceptance of the Purchase Order shall be from the time of the acceptance by the SUPPLIER and shall end once the Services have been consumed by this latter to the satisfaction of MONSANTO. Notwithstanding this, the Purchase Order may be terminated early by MONSANTO with no liability whatsoever arising from this notification, without any notice, and without prejudice to any future calendar days prior to the date on which the termination is to take effect. Similarly, the parties agree that MONSANTO shall be able to cancel any Purchase Order with immediate effect and with no liability whatsoever, through the written notification given to the SUPPLIER, in any of the following circumstances:

1. The existence of a labor conflict or conflict of any nature that might cause the suspension of the Services by the SUPPLIER. <TTP>The insolvency of the SUPPLIER.</TTP>
2. The failure of the SUPPLIER to fulfill any of the obligations incumbent on it, derived from these clauses, from those contained in the Purchase Order or applicable laws.
3. For proven deficiencies in the quality of the Services and/or product delivered to MONSANTO by the SUPPLIER.
4. For failure of the SUPPLIER to adhere to the guidelines or orders that MONSANTO indicates in its writing (including by electronic mail).
5. For the expiration of the period for the conclusion of the Services without these having been provided to the full satisfaction of MONSANTO.

FOURTH. Should the SUPPLIER have indicated acceptance of the Purchase Order, and the time frames specified in the Purchase Order. Failing that, MONSANTO may refuse to receive them and therefore payment for the said Services shall not be forthcoming. Should the Services not be performed or fulfilled on the said date, the SUPPLIER shall pay MONSANTO a contractual penalty equivalent to 1% of the sum of the Purchase Order Price due for each working day's delay, up to a maximum of 15 working days prior to the date on which the termination is to take effect. Similarly, the parties agree that MONSANTO shall be able to deduct from any balance standing to its credit, the amount generated as a result of the penalty described above.

FIFTH. The parties agree that the execution of the Services shall be performed at the address, within the time frames and under the applicable terms as indicated in this Purchase Order.

SIXTH. MONSANTO shall pay the SUPPLIER, by way of compensation, the amount indicated in the Purchase Order and which shall be done by electronic transfer in accordance with the provisions of the payment terms specified in the reverse following delivery of the corresponding invoice.

SEVENTH. MONSANTO shall not be required to tender and the SUPPLIER shall not be required to receive any compensations by reason of any breach of contract or other breach of any of the contracts, agreements or regulations to which it is subject. In the event that the SUPPLIER fails to comply with the terms of the purchase order, it shall be liable for any losses suffered by MONSANTO thereby, and it shall be deemed that MONSANTO shall have no work relationship of relationship of any other kind, or obligation or responsibility founded or derived from the Federal Labor Law, the Social Security Act, the National Housing Fund for Workers or the labor contracts entered into by the SUPPLIER.

EIGHTH. The parties agree that the SUPPLIER may not assign the rights and obligations arising from the Purchase Order without the prior written authorization of MONSANTO. Furthermore, the parties agree that MONSANTO may assign the rights and obligations arising from this document through the simple notification in writing to the SUPPLIER solely to companies belonging to the MONSANTO economic group.

NINTH. The parties agree to maintain the utmost confidentiality regarding any information they exchange or which is generated for reasons of the acceptance of the Services.

TENTH. The parties undertake that their employees, representatives, advisors, officials or directors, as well as their companies and associated, affiliated, subcontracted or held companies, shall under no circumstances communicate to the SUPPLIER or to any third party any information related to the purchase order. All information exchanged between the parties shall be subject to this clause regardless of its being identified as confidential or not.

ELEVENTH. Neither of the parties shall be considered liable or subject to the imposition of penalties for failure to comply with any other obligations arising under this Purchase Order, as war, guerilla activities, epidemics, floods, earthquakes, riots, disturbances, fires, floods, tremors, earthquakes, erosion, cataclysm, delay in the issuing of the necessary permits for the execution of the Services by the competent authorities or in any general cause beyond the control of either of the parties or not attributable to them whenever it precludes the performance of the services or due to a national strike or any other party within five calendar days of the occurrence, including all the available information relating to the same, as far as circumstances allow.

TWELFTH. The SUPPLIER states that it is aware that MONSANTO is subject to compliance with a law called the "Foreign Corrupt Practices Act" (FCPA), which prohibits companies of foreign origin of obtaining or retaining business, directly or indirectly through its officials or agents, or through any other party, as war, guerilla activities, epidemics, floods, earthquakes, riots, disturbances, fires, floods, tremors, earthquakes, erosion, cataclysm, delay in the issuing of the necessary permits for the execution of the Services by the competent authorities or in any general cause beyond the control of either of the parties or not attributable to them whenever it precludes the performance of the services or due to a national strike or any other party within five calendar days of the occurrence, including all the available information relating to the same, as far as circumstances allow. For the purposes of the present Purchase Order, the SUPPLIER states that it has received a copy of the MONSANTO Code of Conduct (the "Code") and the FCPA Policy, copies of which it has provided to its employees under whose charge will be providing Services pursuant to this document and that the said employees have read and understood the Code and the FCPA Policy. The SUPPLIER hereby represents and warrants that the SUPPLIER shall comply with the FCPA Policy and commit to observing the Code when carrying out all the activities to be undertaken for the provision of the Services. The SUPPLIER further represents, in the event of any breach of the Code, that the SUPPLIER shall be directly and indirectly, payments of money or anything of value to any Official(s) in order to influence the action of the said Official(s), to entice them to violate their duty or duty of government or agency officials or otherwise to prejudice the interests of MONSANTO. Should either of the parties fail to observe the terms of this clause, the latter shall consider itself as a result of the said breach.

MONSANTO reserves the right to perform, without prior notice, audits of the methods and/or procedures followed by the SUPPLIER in the realization of the Services referred to in this Purchase Order. The SUPPLIER is obliged to provide MONSANTO, at the place and time it requires, all the
information and documentation directly or indirectly related to the provision of the Services. Both parties agree that this Clause applies to all commercial relationships between the parties and cannot be over ridden by a reform, except one that upgrades it.

THIRTEENTH. - The SUPPLIER agrees that it shall not hire a subcontractor, representative or agent in connection with any trade or business relationship between MONSEANTO and the SUPPLIER without the prior written approval of MONSEANTO. Should the SUPPLIER hire a subcontractor, representative or agent, the SUPPLIER promises to ensure that the said subcontractor, representative or agent fully observes and complies with the provisions of the Purchase Order. Furthermore, the SUPPLIER expressly states and accepts that it shall be liable to MONSanto for the works, acts, omissions, delays and faults in the Services performed by the subcontractors, representatives or agents it comes to hire for the performance of the Services, so that the SUPPLIER accepts that any act of the person whom it subcontracted shall be considered as if performed by the SUPPLIER.

FOURTEENTH. - Should the Services not be executed to the satisfaction of MONSEANTO pursuant to this Purchase Order, MONSANTo shall notify the SUPPLIER in writing in order to remedy the said situation and order its immediate repair or replacement, with the additional work and expenses that are necessary, without being carried out at the SUPPLIER's expense, without the right to any additional compensation for the same. Under these circumstances, MONSEANTO, should it deem necessary, may order the total or partial suspension of the Services while such repairs or replacements are completed and without this being cause for extending the period indicated in the Purchase Order for the completion of the Services. Should the SUPPLIER not immediately comply with the requirements of MONSEANTO, this latter may entrust a third party, or make the repair or replacement directly, at the expense of the SUPPLIER.

MONSANTO is entitled to deduct the amount of such concepts from any balance standing to the credit of the SUPPLIER. Should the SUPPLIER perform Services of a higher value than that established in the Purchase Order, regardless of the liability incurred by performing excess labor, it shall have no right to claim any additional payment for such from MONSANTO.

The SUPPLIER shall be liable for the damages and losses caused by reason of the performance of the Services, should these not conform to the provisions of the Purchase Order, for failure to observe the instructions established by MONSANTO, for any violation of the applicable laws and regulations. The performance of the Services shall conform to all applicable rules and regulations, and any stipulation issued by MONSANTO in terms of environmental control, safety and any other that may apply. The SUPPLIER expresses its awareness and understanding of the rules and regulations of MONSANTO described in this clause.

In the event of the appearance of hidden or visible defects in the merchandise or arising from the Services performed within 180 (one hundred eighty) calendar days from the date of receipt of the Services by MONSANTO, the SUPPLIER undertakes to make the replacements or repairs without entitling to any additional compensation for the same.

FIFTEENTH. - The SUPPLIER promises to indemnify, defend and hold MONSANTO harmless from all claims, losses, damages, costs (including legal) and any other obligation arising from:

a) Any loss or damage suffered by the SUPPLIER's property as a result of the performance of the Services, whatever the reason the SUPPLIER is in possession of such property.

b) Wounds, injuries, accidents and the like, including death, suffered by any employee, subcontractor, agent or representative of the SUPPLIER, arising from the performance of the Services.

c) Any loss or damage suffered by MONSANTO's property as a consequence of the performance of the Services, whatever the reason MONSANTO is in possession of such property.

Both parties agree that the provisions established in this Clause shall apply regardless of the originating cause and without prejudice ordainment to the subsequent legal actions or those established in this Purchase Order.

SIXTEENTH. - In the event the Services consist of the supply and/or delivery of merchandise, the SUPPLIER promises that the said merchandise shall conform to the requirements of the Law, obligatory Official Standards, international treaties to which it is party, and other official provisions which apply, as well as the specifications indicated by MONSANTO in the Purchase Order. In the event of failure to comply with the above, the SUPPLIER agrees to respond for any loss, expense or damages caused to MONSANTO.

In the event of failure to comply with the above, the SUPPLIER agrees to respond for any loss, expense or damages caused to MONSANTO.

Should the purchase order not coincide with the requirements of the Purchase Order or not comply with the provisions of this Clause, the SUPPLIER shall respond for any expense originating from the return and/or storage of the same, independently of the origin for the damages and losses caused to MONSANTO by the failure to comply.

SEVENTEENTH. - The SUPPLIER at all times shall absorb the costs and charges arising from the packing, packaging, wrapping or transport generated as a result of the performance of the Services and which are accepted commercial use, or those requirements indicated in the corresponding Purchase Order. The above unless otherwise stated in the relevant Purchase Order and/or any other written document issued by MONSANTO to that effect.

In the supply of merchandise, the delivery shall be made according to the Incoterm specified on the Purchase Order and at the address indicated on the reverse of this document, unless there exists written instruction to the contrary by MONSANTO.

EIGHTEENTH. - If MONSANTO provides the SUPPLIER with any sample or test merchandise, this shall be the property of MONSANTO and the SUPPLIER shall cover the necessary expenses for its safe-keeping, conservation and return to MONSANTO, on the understanding that any Service required of the SUPPLIER related to the said sample shall comply with the elements, characteristics and quality of the approved sample. When any material is manufactured according to the plans and specifications provided by MONSANTO, the designs shall be considered the property of MONSANTO and may not be provided to or used by third parties without prior written permission from MONSANTO.

NINETEENTH. - The SUPPLIER expresses that the Services and related merchandise do not violate any patent, registered trademark, or copyright, industrial secret or intellectual property right of any third party.

The SUPPLIER promises to defend and hold MONSANTO harmless regarding any claim or demand derived from any violation of the industrial or intellectual property rights which may arise from the provision of the Services referred to in the Purchase Order.

TWENTIETH. - The SUPPLIER recognizes MONSANTO as the legitimate and sole holder of each and every one of the industrial property rights and property-related copyrights, directly or indirectly arising from and/or related to the Services, and therefore recognizes the right of MONSANTO to: (i) use, exploit, reproduce, diffuse, distribute, sell and assign any third party the industrial property rights and property-related copyrights, directly or indirectly arising from and/or related to the Services, (ii) authorize any third party to use and/or exploit the industrial property rights and property-related copyrights, directly or indirectly arising from and/or related to the Services, (iii) make any kind of commercial and/or non-commercial use of the industrial property rights and property-related copyrights, directly or indirectly arising from and/or related to the Services, and (iv) in general, any public or private use of any of the industrial property rights and property-related copyrights, directly or indirectly arising from and/or related to the Services. Should the SUPPLIER acquire or obtain any direct or indirect rights arising from the Services, the latter is obliged, on the same day, to document in writing the assignment of each and every one of the said rights, with no consideration whatsoever, including by way of sale with the terms allowed by law, to the sole and exclusive benefit of MONSANTO, and shall provide the said document to MONSANTO within three (3) working days from having obtained those rights.

TWENTY-FIRST. - In the event of a bill of lading, this shall be sent to the MONSANTO offices indicated for such purpose in the Purchase Order.

Each package shall be clearly marked with the number of packages, values and number of the Purchase Order, and shall be subject to the following rules:

a) MARKINGS: Each package shall be clearly marked with characters of an appropriate size, and shall be numbered from 1 onwards consecutively.

b) WEIGHT: The gross weight of each package shall appear on the shipping lists, and on the package itself. The original bills of lading and copies thereof and the original invoice shall be attached to the invoice.

TWENTY-SECOND. - For the interpretation of this Purchase Order and for the resolution of any kind of dispute regarding its contents and execution, the parties expressly submit to the laws and jurisdiction of on the reverse of this document, and expressly waive their rights to submit to the competence of any other authority that by virtue of current or future address might be applicable.