

GENERAL TERMS AND CONDITIONS OF PURCHASE

- A. Any Purchase Order, together with Conditions, and any attachments, exhibits, Specifications, statements of work and other information, whether attached to these Conditions or incorporated by reference (collectively the "**Contract**"), constitute the entire and exclusive agreement between MONSANTO AUSTRALIA LIMITED ACN 006 725 560 ("**Monsanto**") and the supplier ("**Supplier**") for the supply of the Goods and/or Services to Monsanto, subject to sub-clause B below. The Supplier acknowledges and agrees that the Contract applies to the exclusion of any other terms and conditions of the Supplier ("**Supplier Terms**") whether communicated orally or contained in any confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing. Further, the Supplier acknowledges and agrees that the Supplier Terms do not form a part of the Contract or the terms on which the Goods and/or Services are provided to Monsanto, even if the Supplier purports to condition its acceptance of the Contract or any particular terms issued by the Supplier or Monsanto's agreement to such different or additional terms. The Supplier's electronic acceptance or acknowledgement of this Contract or of any Purchase Order, or the commencement of performance of any Purchase Order constitutes the Supplier's acceptance of these Conditions to the exclusion of any Supplier Terms.
- B. In case Monsanto and Supplier have entered into a written agreement regarding the provision of such goods and/or services, the provisions of such written agreement shall prevail over the Contract.

1. Interpretation and Application of terms

1.1. The definitions below apply in these Conditions:

"**Australian Special Conditions of Purchase**": means the Special Conditions that apply to any Supplier located in, or providing Goods and/or Services to Monsanto within Australia, as set out at the rear of these general terms and conditions titled "Australian Special Conditions of Purchase".

"**Claim**": includes a claim, notice, demand, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense, liability however arising whether present, unascertained, immediate, future or contingent whether based in contract, tort or statute and whether involving a third party or a party to this Contract or otherwise.

"**Conditions**": these general terms and conditions of purchase, together with the Australian Special Conditions of Purchase.

"**Deliverables**": means any and all deliverables specified in the Contract.

"**Delivery Instructions**": means any instructions provided to the Supplier by Monsanto in respect of the manner of delivery, destination for delivery of the Purchase Order or unloading or unpacking of any Purchase Order.

"**Event of Default**": means, in relation to a party to this Contract, the occurrence of any one or more of the following events or circumstances:

- (a) the party fails to comply with any of its obligations under this Contract;
- (b) an Insolvency Event occurs in relation to the party (or any person comprising the party);
- (c) a change of control occurs in relation to the party (or any person comprising the party), other than with the consent of each other party;
- (d) a notice of deregistration of the party (or any person comprising the party) is given;
- (e) the party fails to pay by the due date any amount due and payable by it under this Contract;
- (f) the party becomes unable to perform all of its obligations and take all actions contemplated under this Contract; and
- (g) the party ceases or threatens to cease to carry on business or a substantial part of it;

"Goods": means the goods manufactured and/or supplied by the Supplier and sold to Monsanto under this Contract as specified in the applicable Purchase Order.

"Intellectual Property Rights": means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however named) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force.

"Insolvency Event": means, in relation to a party to this Contract, any one or more of the following events or circumstances occurring in relation to the party (or any person comprising the party):

- (a) being in liquidation or provisional liquidation or under administration;
- (b) having a controller or analogous person appointed to it or any of its property;
- (c) being unable to pay its debts or being otherwise insolvent;
- (e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;
- (f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; and
- (g) any analogous event or circumstance under the laws of any jurisdiction;

"Purchase Order": means Monsanto's written instructions to the Supplier setting out the Goods and/or Services which Monsanto wishes to purchase from the Supplier, incorporating these Conditions.

"Preexisting IP and Materials": means any Intellectual Property Rights or tangible personal property of the Supplier or Monsanto created before the date of this Contract or outside the scope of this Contract.

"Services": means the Services that the Supplier is to perform for Monsanto under this Contract (if any) as specified in the applicable Purchase Order.

"Special Conditions": means the conditions set out in any annexures to this Contract.

"Specifications": means the specifications, drawings, samples or other description or requirements furnished or specified by Monsanto, or otherwise notified by Monsanto to the Supplier in respect of the Goods and/or Services the subject of the relevant Purchase Order.

"Supplier": means the supplier of the Goods and/or Services to Monsanto as specified in the applicable Purchase Order.

"Work": means the delivery of the Goods and/or Services to be supplied and/or performed under the Contract.

1.2. Monsanto will not be bound by any Purchase Order unless it is placed on Monsanto's official order form and shall be entitled to cancel any Purchase Order not yet accepted by the Supplier.

1.3. The Supplier is deemed to have accepted a Purchase Order if it does not reject the Purchase Order in whole or in part within 3 days of its receipt and once a Purchase Order is accepted (or deemed to have been accepted) by the Supplier, the Goods and/or Services must be provided to Monsanto in accordance with the terms of the relevant Purchase Order.

2. Quality and defects

2.1. The Supplier warrants that the Goods shall conform in all respects with the Specifications and that the Goods will be of merchantable quality, will only use sound materials and workmanship and will be free from any defect or fault whatsoever. If the purpose for which the Goods are required has

been indicated by Monsanto, either expressly or by implication, then the Goods shall be fit for that purpose.

2.2. The Supplier warrants that the design, construction, composition and quality of the Goods shall comply in all respects with all relevant requirements of any statute, statutory instrument or regulation in force at the date of delivery, and that the Goods will conform to any trade description applied to them by the Supplier.

2.3. The Supplier shall provide suitable containers and/or packing materials for the sale, delivery and reasonable storage of the Goods. All such containers and packaging shall comply with any requirements or Specifications in force at the time of delivery of the Goods to Monsanto in accordance with the Delivery Instructions, these Conditions and the applicable Purchase Order.

2.4. Where it has been agreed that such containers and packing materials are returnable and charged for, their costs are to be credited in full on return by Monsanto to the Supplier. The costs of (and associated with) the return of any such containers and packaging materials (to the point specified by the Supplier) will be at the Supplier's expense.

2.5. The Supplier warrants that it will act in good faith in the performance of the Services and that the Services will be performed in accordance with this Contract and any applicable Specifications by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable for Monsanto to expect in all of the circumstances.

2.6. Without prejudice to its other rights, Monsanto reserves the right to reject and (if appropriate) return any Work supplied which fails to comply with this clause. Error: Reference source not found. Upon notification of rejection by Monsanto, rejected Goods shall be returned to the Supplier.

2.7. The warranties and remedies provided for in this clause. Error: Reference source not found. are in addition to and not in substitution for those warranties or conditions which are implied by, or available under, any law, whether statutory or otherwise and will continue to exist notwithstanding the acceptance by Monsanto of the Work in whole or in part.

2.8. The Supplier must pay Monsanto for all packing, handling, sorting and transportation expenses incurred in connection with the return of any rejected Goods and must at Monsanto's election either:

- a re-supply the Goods to Monsanto in accordance with the terms of this Contract;
- b provide Monsanto with a credit note for the re-supply of the equivalent value of Goods; or
- c where the price of the Goods has been paid, provide Monsanto with a full refund for the Goods.

2.9. If the rejected Work relates to Services, then the Supplier must at Monsanto's election either:

- (a) re-supply the Services to Monsanto in accordance with the terms of this Contract; or
- (b) provide all reasonable assistance to Monsanto to enable Monsanto (either itself, or through a third party), correct any issue or defect with the Services, at the Supplier's cost, and the Supplier must reimburse Monsanto for any expenses or costs incurred in correcting (or replacing) such Services.

2.10. For the avoidance of doubt, to extent the Supplier has not already invoiced Monsanto for any rejected Work, the Supplier must not render an invoice to Monsanto in respect of such Work.

3. Health and Safety

The Supplier must take all reasonable precautions to ensure the health and safety of its and Monsanto's employees, while on Monsanto's premises (if applicable). Without prejudice to the generality of the foregoing, Monsanto shall provide all Health and Material Safety Data Sheets as may be required to be provided to comply with all statutory requirements. The Supplier must ensure that hazardous Goods have prominent and suitable warnings on all containers, packages and documents and such markings shall comply with all applicable laws.

4. Indemnity

4.1. The Supplier shall defend, indemnify and hold Monsanto, its officers, employees and contractors harmless from and against any and all Claims (including legal costs on a full indemnity basis) as incurred, arising out of or in connection with any: (i) breach or non-performance of this Contract; (ii) act or omission of the Supplier (including its subcontractors) in the performance of the Work; (iii) wrongful, wilful or negligent act or omission of the Supplier or any of its employees, agents or contractors; or (iv) infringement of a third party's Intellectual Property Rights or any other rights in connection with the Works.

4.3. If any of the Work breaches a third party's Intellectual Property Rights, then in addition to the Supplier's obligations under clause 4.1, the Supplier will use its best efforts to: (i) obtain any licenses necessary to permit Monsanto to continue to use the Work; (ii) replace or modify the Work as necessary to permit Monsanto to continue to use of the Work; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to Monsanto the amount paid for any such Work.

4.4. Nothing in this clause shall prejudice any other remedy the parties have under the Contract, at law or in equity.

5. Delivery

5.1. The Supplier must deliver the Goods in accordance with the Delivery Instructions (if any).

5.2. The Supplier acknowledges and agrees that for the performance of the Work, time will be of the essence. The Supplier must immediately notify Monsanto if the Supplier's timely performance under the Contract is delayed or is likely to be delayed. Monsanto's acceptance of the Supplier's notice will not constitute a waiver of any of Monsanto's rights under the Contract.

5.3. Goods shall be delivered, carriage paid, to Monsanto's place of business or to such other place of delivery as is agreed by Monsanto in writing prior to delivery of the Goods. The Supplier shall off-load Goods at its own risk as directed by Monsanto. The Supplier shall assume responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance.

5.4. Title to the Goods shall pass to Monsanto on delivery or, if earlier, on payment for the Goods to the Supplier (without prejudice to any right of rejection by Monsanto). Risk in the Goods shall pass to Monsanto upon delivery at the point of delivery stated in the relevant Purchase Order.

5.5. Monsanto reserves the right to refuse acceptance of Goods which are supplied in excess of Monsanto's requirements as stated in the Contract and Monsanto accepts no liability for such Goods. Such excess Goods may be returned at the Supplier's risk and expense. For the avoidance of doubt where it is agreed that the Supplier shall unload the Goods on Monsanto's site, such activity will be construed as Services for the purpose of the Purchase Order.

5.6. If any Goods are rejected by Monsanto in accordance with this Contract, risk in those Goods will pass back to the Supplier at the time of the notification of the rejection by Monsanto and title to those Goods will pass back to the Supplier at the time the Goods are collected or otherwise returned to the Supplier.

5.7. Acceptance of a delivery (or supply) of any Goods does not indicate acceptance by Monsanto that the Goods comply with the Specifications or otherwise comply with this Contract.

5.8. Monsanto shall not be deemed to have accepted any Goods until Monsanto has had a reasonable period to inspect those Goods. Monsanto shall also have the right to reject Goods (or Services) in accordance with this Contract, within 14 days of receipt of the Goods (or provision of the Services) in accordance with the Delivery Instructions, these Conditions and the applicable Purchase Order (as applicable).

6. Assignment and subcontracting

The Supplier may subcontract tasks necessary for the performance or delivery of the Work to duly qualified independent subcontractors, provided that: (i) the prior written approval of Monsanto is obtained; and that (ii) the Supplier ensures that the independent contractor has the necessary qualifications and skills to supply the Work in accordance with the Contract. The Supplier understands and agrees that Monsanto's decision to give or withhold such approval will be discretionary and that, notwithstanding such approval, the Supplier shall remain fully responsible for the performance of its obligations under this Contract in respect of any Work performed by its subcontractors and will indemnify Monsanto in respect of any Claim arising as a result of any act or omission of a subcontractor of the Supplier.

7. Confidentiality

7.1. The Supplier undertakes on behalf of itself, its employees, agents and sub-contractors (if any) to treat all information obtained as a result of the Contract regarding the business, products, operations and organization of Monsanto as confidential and to use such information solely for the purpose of complying with its obligations under this Contract.

7.2. The Supplier must obtain Monsanto's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a Supplier of Monsanto or in relation to any matter concerning the Contract, unless any such information is required to be disclosed under any law.

8. Monsanto's property

8.1. All Intellectual Property Rights in all materials, media, information and data supplied by Monsanto to the Supplier or not so supplied but used by the Supplier specifically in the Work shall at all times be and remain the exclusive property of Monsanto and shall not be disposed of other than in accordance with Monsanto's written instructions, nor shall such items be used otherwise than as authorized by Monsanto in writing.

8.2. Unless otherwise agreed by the parties in writing and without prejudice to clause 8.3, Monsanto shall be the sole and exclusive owner of all Deliverables and the Supplier hereby irrevocably assigns and transfers to Monsanto all of its worldwide rights and title to the Deliverables, including all Intellectual Property Rights associated with the Deliverables.

8.3. Unless otherwise agreed by the parties in writing, each party owns all rights, title and interest in and to any of its Preexisting IP and Materials. The Supplier hereby grants Monsanto a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense, to use and reproduce the Supplier's Preexisting IP and Materials in the Deliverables to the extent necessary for Monsanto's exercise and exploitation of its rights in the Deliverables.

8.4. Unless otherwise agreed by the parties in writing, the Supplier will obtain and assign to Monsanto a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use all Intellectual Property Rights incorporated into, required to use, or delivered with, the Work.

9. Termination

9.1. These Conditions apply to all Monsanto's purchases of Work and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by an authorized representative of Monsanto.

9.2. Monsanto shall have the right at any time and for any reason to immediately terminate the Contract in whole or in part by giving the Supplier written notice of termination.

9.3. Without prejudice to Monsanto's rights in clause 9.2, if an Event of Default, other than an Insolvency Event, occurs in relation to a party ("**Relevant Party**"), the other party may give a notice

("Default Notice") to the Relevant Party specifying the Event of Default and requiring the Relevant Party to remedy the default within 5 Business Days after the Default Notice is given to the Relevant Party. If a party ("Defaulting Party"):

- (a) receives a Default Notice and does not comply with the notice within the relevant period referred to in clause 9.3;
- (b) receives a Default Notice on 2 or more occasions in any period of 12 months; or
- (c) is the subject of an Insolvency Event,

then the other party, without limiting its other rights and remedies, may terminate this agreement by giving to the Defaulting Party notice with immediate effect.

9.4. The termination of the Contract, however arising, shall be without prejudice to the rights and duties of Monsanto accrued prior to termination.

9.5. Despite any other provision of this Contract, on termination of this Contract:

- (a) all Purchase Orders (whether or not accepted by the Supplier at the time of termination) will be automatically cancelled, except to the extent otherwise directed in writing by Monsanto;
- (b) Monsanto will, within 30 days of the date of termination, pay the Supplier all amounts owing by Monsanto to the Supplier in respect of any Work validly carried out by the Supplier at the request of Monsanto prior to the date of termination.

9.6. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable and survive termination including, but not limited to this clause 9, together with clauses 1, 2, 4, 7, 8, 11 and 13.

10. Remedies

10.1. Without prejudice to any other right or remedy which Monsanto may have, if any Goods or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, Monsanto shall be entitled to avail itself of any one or more of the following remedies in its absolute discretion, whether or not any part of the Goods or Services have been accepted by Monsanto:

- (a) to rescind the Purchase Order;
- (b) to reject the Goods or Services (in whole or in part) and (if applicable) return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund shall be paid forthwith to Monsanto by the Supplier;
- (c) at Monsanto's option, to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Work, or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- (d) to refuse to accept any further deliveries of Goods or Services without any liability to the Supplier;
- (e) to carry out, at the Supplier's expense any work necessary to ensure that the Goods and Services comply with Contract (including the Specifications); and
- (f) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract, provided that where Goods have already been accepted by Monsanto and are not returned to the Supplier in part satisfaction of an Order, Monsanto must pay for such Goods in accordance with the terms of this Contract.

11. Liability

11.1. NOTWITHSTANDING ANYTHING ELSE IN THE CONTRACT OR OTHERWISE, MONSANTO'S MAXIMUM AGGREGATE LIABILITY TO THE SUPPLIER FOR ALL PROVEN LOSSES, DAMAGES AND CLAIMS ARISING OUT OF THE CONTRACT, INCLUDING FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE ACTION IS LIMITED TO THE AMOUNT OF THE GOODS AND

/OR SERVICES ORDERED BY MONSANTO UNDER THE RELEVANT PURCHASE ORDER FORMING PART OF THIS CONTRACT.

11.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE CONTRACT, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. Force majeure

12.1. Either party may totally or partially suspend the performance of the Contract or any Purchase Order during any period in which its performance is prevented or hindered by circumstances beyond its reasonable control ("**Force Majeure Event**") including but not limited to requisitions by government authority, war, strike, lock-out, plant break-down, unavailability of raw materials, riots, disease, act of god, storm, failure of public utilities or common carrier; or the need to comply with legislation or reasonably anticipated legislation has the effect of preventing or hindering the free manufacture, sale, delivery, use or supply of the Work or any Deliverable.

12.2. If the Supplier is effected by a Force Majeure Event it must:

- (a) as soon as reasonably possible after being affected, give Monsanto particulars of the Force Majeure Event and the manner in which the Supplier's performance of its obligations will be prevented or delayed; and
- (b) take reasonable steps to remove, overcome or minimise the effects of the Force Majeure Event.

13. General

13.1. Each right or remedy of Monsanto under this Contract is without prejudice to any other right or remedy of Monsanto whether under this Contract or otherwise.

13.2. If any provision of 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 unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severed from the Contract and the remaining provisions and remainder of such provision shall continue in full force and effect.

13.2. Failure or delay by Monsanto in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by Monsanto of any breach of, or any default under, any provision of this Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default.

AUSTRALIA SPECIAL CONDITIONS OF PURCHASE

1. Special Conditions of Purchase

If any Special Conditions of Purchase are inconsistent with the General Terms and Conditions of Purchase, these Special Conditions will override the General Terms and Conditions to the extent of such inconsistency.

2. Definitions

"**GST**": has the meaning given in the GST Act.

"**GST Act**": means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

"**Personal Information**": has the meaning given to it in the Privacy Act.

"**Privacy Act**": means the *Privacy Act 1988 (Cth)*.

"Privacy Laws": means any applicable law which relates to privacy, including without limitation the and the Australian Privacy Principles under the Privacy Act, and the *Spam Act 2003 (Cth)*, as amended from time to time.

3. Price and payment

I. The price payable by Monsanto to the Supplier for any Goods and Services will be the price specified in the relevant Purchase Order (including all Additional Charges).

II. In this Special Condition 3:

(a) the expressions **Consideration**, **Input Tax Credit**, **Recipient**, **Supply**, **Tax Invoice** and **Taxable Supply** have the meanings given to those expressions in the GST Act; and

(b) **"Supplier"** means any party treated by the GST Act as making a Supply under this Contract.

III. Unless otherwise expressly stated in the Purchase Order, all prices or other sums payable or Consideration to be provided under or in accordance with this Contract are inclusive of GST.

IV. If the Purchase Order expressly states that the supply of the Work is exclusive of GST, then if GST is applicable and imposed on any Supply made under or in accordance with the Contract, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply.

V. Payment of the additional amount must be made at the same time and in the same way as payment for the Taxable Supply is required to be made in accordance with this Contract.

VI. Unless otherwise expressly stated in the Purchase Order, all prices or other sums payable or Consideration to be provided under or in accordance with this Contract are inclusive of all other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges ("**Additional Charges**").

VII. For each delivery or supply of Work, the Supplier must provide an invoice to Monsanto ("**Invoice**"). The Invoice must contain a clear description of each item of Work supplied by the Supplier to Monsanto in the relevant Purchase Order, the Purchase Order reference number to which the Work relates and provide a breakdown of the price of each item or part of the Work and all taxes and other charges.

VIII. Subject to a genuine dispute, Monsanto will pay the full amount of the Invoice within such number of days from delivery of Goods or Services to Monsanto as set out in the applicable Purchase Order, provided that such number of days is at least 45 days from receipt of the Invoice or delivery of the Work (whichever is the later).

IX. If, after receiving an Invoice, Monsanto has a bona fide objection to the amount set out in the Invoice, Monsanto may notify the Supplier of its objection and it may refer the matter to dispute resolution in accordance with Special Condition 3(XI). If an objection raised by Monsanto to an Invoice in accordance with this Special Condition:

(a) is subsequently resolved between the parties or determined under Special Condition 3(XI) on or before the due date for payment (in accordance with Special Condition 3(VIII)), then Monsanto must pay the Supplier the amount agreed or determined in respect of that Invoice on or before the due date for payment; or

(b) has not been agreed or determined under Special Condition 3(XI) on or before the due date for payment then: (1) on the due date for payment Monsanto must pay the Supplier the undisputed portion of the Invoice and then; (2) within 10 business days of the objection being resolved or determined under Special Condition 3(XI), Monsanto must pay to the Supplier any additional amount that has been agreed or determined.

X. Notwithstanding Special Condition 3(VII), if there is any reduction in any Additional Charges prior to the due date of the relevant Invoice ("**Reduction**"), then the Supplier must pass that Reduction on

to Monsanto as a reduction in the price of the Work (and the amount of the applicable Invoice) for the relevant Purchase Order.

XI. Unless otherwise specified in this Contract, any dispute between the parties arising out of or relating to this Contract ("**Dispute**") must be resolved in accordance with the provisions of this Special Condition 3(XI). If a Dispute arises, then either party may give the other party a written notice of dispute adequately identifying and providing details of the Dispute ("**Notice of Dispute**"). Notwithstanding the existence of a Dispute, the parties will, subject to this Contract, continue to perform their obligations set out in this Contract. Within 10 Business Days after a party receives a Notice of Dispute, the parties will confer at least once to resolve the Dispute expeditiously and in good faith, or to agree on the methods of doing so. At every such conference, each party will be represented by a person having authority to agree to such resolution or methods. All aspects of every such conference, except the fact of its occurrence, will be privileged. The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this Special Condition is to attempt to settle the Dispute between the parties. Neither party may use any information or documents obtained through the dispute resolution process established by this Special Condition for any purpose other than an attempt to settle a Dispute between the parties. If the parties have been unable to resolve the Dispute within 20 Business Days of any Notice of Dispute being issued, then the parties must submit the Dispute to mediation administered by the Australian Commercial Disputes Centre ("**ACDC**") in accordance with the ACDC Guidelines for Commercial Mediation ("**Rules**"), which Rules are taken to be incorporated into this Contract.

XII. A party may not commence court proceedings in respect of a Dispute unless it has complied with Special Condition 3(XI) and until the procedures in Special Condition 3(XI) have been followed in full, except where:

- (a) the party seeks injunctive relief in relation to a Dispute from an appropriate court; or
- (b) Following those procedures would mean that a limitation period for a cause of action relevant to the issues in dispute will expire.

XIII. Without prejudice to any other right or remedy, Monsanto reserves the right to set off any amount owing at any time from the Supplier to Monsanto against any amount payable by Monsanto to the Supplier whether under the Contract or otherwise.

3. This Contract shall be governed by and construed in accordance with the laws of the State of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of that State.

4. The Supplier must effect and maintain and must ensure that any personnel providing the Services on its behalf effects and maintains:

- (a) workers' compensation and employment liability insurance as required by law;
- (b) public liability insurance with a minimum cover of \$100,000 per claim; and
- (c) product liability insurance with a minimum cover of \$100,000 per claim in order to insure the Goods prior to title passing to Monsanto and while in transit.

5. Each insurance policy referred to in Special Condition 4 must note Monsanto's interest on the policies and the Supplier must produce to Monsanto on request copies of all current certificates of currency of insurance confirming that each of the required policies is current.

6. To the extent that the Supplier collects, uses, discloses or otherwise handles any Personal Information in the course of or in connection with this Contract, the Supplier must:

- (a) comply with all Privacy Laws in respect of such Personal Information; and
- (b) without limiting Special Condition 6(a):
 - (i) collect, use, disclose and otherwise deal with such Personal Information only for the purpose of performing this Contract;
 - (ii) co-operate with any reasonable requests or inquiries made by Monsanto in relation to the management of such Personal Information by or on behalf of the Supplier;
 - (iii) not knowingly do anything, or omit to do anything, which will cause Monsanto to be in breach of the Privacy Laws;
 - (iv) not disclose, export or transfer such Personal Information to a place or to a recipient outside Australia without Monsanto's prior written consent;
 - (v) take all necessary steps to ensure that such Personal Information is secure and protected from misuse, interference, corruption and loss, including from any unauthorized access, modification or disclosure; and
 - (vi) ensure that all records in the Supplier's possession or control which contain such Personal Information are, at the end of the term or upon earlier request, expiry or termination of this Contract, at Monsanto's option, either returned to Monsanto, or permanently deleted or destroyed, except to the extent that the Supplier is required by applicable law to preserve such records.