

## GENERAL CONDITIONS OF SALE OF GOODS

Between **Bayer**, being **Bayer CropScience SA-NV**, Kouterveldstraat 7A 301, 1831 Diegem, Belgium or **Bayer Agriculture BV**, Haven 627, Scheldelaan 460, 2040 Antwerp, Belgium (hereinafter the “**Seller**”) and the person(s), firm or company placing an order (“**Purchaser**”).

### 1. GENERAL

In these conditions (“**Conditions**”) the following definitions apply:

**Business Day:** day (other than Saturday, Sunday or public holiday) when banks are open for business in the recipient’s location;

**Contract:** an agreement between Seller and Purchaser for the sale and purchase of Goods, in accordance with these Conditions;

**Delivery Point:** CPT or CIP, at Seller’s choice, name of destination (Incoterms 2020) unless otherwise stated in the main body of the contract and/or on the order confirmation; and

**Goods:** seeds and/or plant protection products (or any part of them) agreed in the Contract to be supplied to Purchaser by Seller.

### 2. APPLICATION OF CONDITIONS

2.1 These Conditions apply to the Contract to the exclusion of all other terms that Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 These Conditions apply to all sales by Seller. Variations to the current version of these Conditions have no effect unless expressly agreed in writing and signed by an authorized person on behalf of Seller.

2.3 Each order constitutes an offer by Purchaser to purchase Goods under these Conditions. Purchaser must ensure the terms of its order and any specifications are complete and accurate. Orders are deemed accepted when Seller issues written confirmation of the order, or Seller delivers Goods to Purchaser, at which point the Contract comes into existence.

2.4 The Contract constitutes the entire agreement between the parties. Purchaser acknowledges it has not relied on any statement, promise, warranty or representation made or given by or on behalf of Seller which is not set out in the Contract. Characteristics of Goods contained in public statements and representations of Seller, or its agents, including without limitation in advertisements, prospectuses, catalogues, websites or other materials only form part of the Contract if they are explicitly contained in a written order confirmation issued by Seller.

2.5 Translation of these Conditions is available upon request, however, the English language version prevails.

### 3. NO GUARANTEE OF PERFORMANCE OR SUITABILITY

All information concerning Goods and their performance given orally or in writing by Seller is given in good faith but shall not be deemed a representation by Seller as to Goods’ performance or suitability. Performance may depend on local climatic and other conditions. Sales are made by Seller on the basis that Purchaser has satisfied itself of the suitability of Goods for its requirements.

### 4. TITLE AND RISK

4.1 Seller retains ownership of the Goods until full payment is received for them unless otherwise stated in the order confirmation but provides to the Purchaser the right to dispose (transfer for value or otherwise) the Goods to third parties. The risk in the Goods shall pass on the Purchaser when the shipment is handed over at the Delivery Point.

4.2 Until the ownership of the Goods passes to Purchaser, Purchaser must: (a) hold Goods on a fiduciary basis as Seller’s bailee; (b) store Goods (at no cost to Seller, unless otherwise agreed in writing) separately from all other goods of Purchaser or any third party so as to remain readily identifiable as Seller’s property; (c) not remove, deface or obscure identifying marks or packaging on or relating to Goods; (d) maintain Goods in satisfactory condition and provide to the Seller a written statement about availability of insurance of Goods against all risks to Seller’s reasonable satisfaction. (e) hold insurance proceeds on trust for Seller and not mix them with other money, nor pay the proceeds into an overdrawn bank account; and (f) notify Seller immediately if it becomes subject to any event in Condition 8.2.

4.3 Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not been transferred from Seller to the Purchaser, as applicable.

4.4 Purchaser grants Seller, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored to inspect them or, where Purchaser’s right to possession has terminated, to recover them. All recovery costs incurred by Seller in this regard shall be paid by Purchaser. All rights of the Seller under this Condition 4.4. shall be subject to prior consultation with the Purchaser in order to agree the time and business site(s) for the inspection in advance.

4.5 Purchaser shall cooperate in any measures necessary for the protection of Seller’s title and rights. In particular, it authorizes Seller to enter into or register any reservation of property in the required form in public registers, books or similar records, or in accordance with any relevant local laws and undertakes to complete and fulfil all appropriate formalities.

4.6 Except in the event of a Purchaser-arranged pickup, once the Goods have been delivered into the custody of the first carrier, the Purchaser shall have the right to redirect the shipment by providing notice of the modified Delivery Point by: (i) directly notifying the carrier; or (ii) notifying the Seller in order for the Seller to notify the applicable carrier on Purchaser’s behalf. The Seller

shall not redirect any such shipment except at Purchaser’s direction as set forth in the preceding sentence.

### 5. WARRANTIES

Seller warrants title and that Goods sold conform to Seller’s standard specifications and labelling. Unless otherwise mentioned herein, Seller excludes all other warranties of any kind, express or implied, as to merchantability, fitness for a particular purpose or any other matter with respect to Goods whether used alone or in combination with other products. These Conditions also apply to replacement Goods. Purchaser shall inform its customers of these warranty exclusions and shall not give any warranties in respect of Goods over and above those stated in these Conditions and Seller shall not accept any liability beyond the warranties granted in this Condition 5, including liability to Purchaser’s customers, other sellers or resellers or end users.

### 6. LIMITATION OF LIABILITY

6.1 Subject to Conditions 5, 23 and 26, the following provisions set out the entire financial liability of Seller (including without limitation liability for acts or omissions of its auxiliary persons) to Purchaser in respect of: any breach of these Conditions; and any representation, statement or act or omission including negligence arising under or in connection with the Contract.

6.2 For the avoidance of doubt this Condition is subject to Condition 5 and except in cases of fraud or intentional wrongdoing by the Seller and its auxiliary persons: (a) Seller’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the Contract shall be limited in all cases to replacement of Goods or refund of the purchase price and (b) Seller shall not be liable to Purchaser for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of good-will or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract. The limitations of liability in this article 6 apply insofar as this is not in conflict with mandatory Belgian law.

6.3 The Purchaser waives any right to claim extra-contractual liability that he or his auxiliary persons could bring against the Seller or the Seller’s auxiliary persons for damage arising from the non-fulfilment of any contractual obligation between the Parties, as defined in Book 6 of the new Civil Code. This exclusion of extra-contractual liability does not apply in cases of fraud or wilful misconduct by the Seller or its auxiliary persons, and is without prejudice to provisions of public order and mandatory law.

For the purposes of this article, auxiliary persons of the Seller are understood to mean: subcontractors, employees, directors, and other persons acting under the authority or on behalf of the Seller.

The Seller’s auxiliary persons may invoke the provisions of this article directly as third-party beneficiaries.

The Purchaser shall impose the same waiver as stipulated in this article on his own co-contractors (including end customers or principals).

The Purchaser holds the Seller and/or its auxiliary persons harmless for all direct damages that Seller and/or its auxiliary persons may suffer as a result of an extra-contractual claim brought against them by the Purchaser’s co-contractors (end customer or principal), if this claim arises from Purchaser’s failure to comply with the obligation mentioned in the preceding paragraph.

### 7. PRICE AND PAYMENT

7.1 At all times subject to the price adjustment set forth by the Contract, price of the Goods shall be affixed at the moment of placing the order by the Purchaser and after that may only be changed subject to written agreement of the Parties, however, the Seller may, by giving notice to Purchaser at any time before delivery, increase the price of Goods due to (a) any factor beyond Seller’s control (including without limitation foreign exchange fluctuations and tax or duty increases); (b) acceptance by Seller of Purchaser’s request to change the delivery date(s), quantities or types of Goods ordered; or (c) delay caused by any Purchaser instructions or failure to give Seller adequate or accurate information or instructions.

7.2 The price of Goods is as per Delivery Point and does not include value added taxes or equivalent taxes or other taxes, charges or fees, which shall be paid by Purchaser, unless otherwise stated on the order confirmation.

7.3 Seller will invoice Purchaser for the Goods on completion of delivery. Purchaser shall pay the invoices in full in cleared funds without any deduction, set-off or counterclaim within 30 days of the invoice date (unless otherwise specified on the invoice) to the account designated by Seller. Time of payment is of the essence. Seller may set-off amounts owing to it by Purchaser against amounts due to Purchaser. Purchaser may not set-off amounts owing to it by Seller or a Seller affiliate against amounts due to Seller or a Seller affiliate from Purchaser without prior consultation and agreement with the Seller.

7.4 If Purchaser fails to pay Seller sums due under the Contract all outstanding invoices and payments payable to Seller shall become due immediately. Seller may charge interest on such sums from the due date for payment at the maximum rate permitted by applicable law, accruing on a daily basis until payment is made, whether before or after any judgment. Without prejudice to any of the rights or remedies of Seller, Seller shall have the right to cancel any further deliveries if Purchaser fails to make any payment when due. Purchaser shall reimburse Seller for all administrative and legal expenses incurred by Seller in the collection of any such amounts payable by Purchaser.

7.5 Notwithstanding the foregoing, should Seller reasonably believe that Purchaser’s financial state is insufficient to meet Purchaser’s payment

obligations when due, Seller reserves the right to make delivery of all or part of Goods subject to satisfactory payment guarantees or pre-payment.

7.6 All invoices shall be issued to Purchaser in the form of a structured electronic invoice that complies with the European standard EN 16931, in the format Peppol BIS Billing 3.0, and sent via the Peppol network used by Seller, unless otherwise agreed in writing. This invoice is deemed to be the only valid and legally binding invoice. The Purchaser expressly accepts the receipt of electronic invoices via the Peppol network or the system used by the Seller without needing to provide any additional consent. The Purchaser commits to timely provide the Seller with all necessary technical information (such as VAT number, Peppol ID, or electronic invoicing address) required to enable electronic invoicing. If the Purchaser is unable to receive or process electronic invoices in accordance with legal and technical requirements, he remains fully liable for payment of the invoiced amounts within the contractual payment terms, regardless of the transmission channel used. The Purchaser cannot be held liable for any delay, error, or inability to deliver electronic invoices resulting from technical failures or negligence on the part of the Purchaser or its IT systems.

## 8. TERMINATION

8.1 Without prejudice to any other right or remedy under applicable law, if payment is not received by the due date, and/or if Purchaser fails to provide a suitable payment guarantee in cases foreseen by Condition 7.5, or if Purchaser becomes subject to any event as set forth in Condition 8.2, or Seller believes Purchaser is about to become subject to any of them and notifies Purchaser of that, then without limiting Seller's own rights, all outstanding sums shall immediately become due to Seller and Seller may (i) cancel or suspend further deliveries under Contract without incurring liability to Purchaser; and (ii) provided the Goods have not been resold, require Purchaser to deliver the Goods or enter Purchaser's premises to recover the Goods.

8.2 For the purpose of Condition 8.1 the events are: a bankruptcy order made against Purchaser, or Purchaser makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statute for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of Purchaser or for the granting of an administration order in respect of Purchaser, or any proceedings are commenced relating to the insolvency or possible insolvency of Purchaser.

## 9. FORCE MAJEURE

Seller may defer the date of delivery or terminate the Contract or reduce the volume of Goods ordered by Purchaser (without liability to Purchaser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Seller including, without limitation, acts of God, governmental actions, war or national emergency or defence requirements, riot, civil commotion, fire, explosion, flood, extreme climatic conditions, pests and diseases, epidemic, lockdown, injunction, embargoes, import or export regulations, loss or change in market authorizations, labour, containers, transportation facilities, accident, malfunction of machinery or apparatus, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable raw materials including fuel and power. Provided that, if the event in question continues for a continuous period in excess of 120 days, Purchaser shall be entitled to give notice in writing to Seller to terminate the Contract. Force majeure events shall not excuse payment obligations.

## 10. INTELLECTUAL PROPERTY

Seller owns or has the right to exercise the intellectual property rights in Goods including without limitation trademark, plant variety protection, patent rights and know-how ("**Intellectual Property Rights**"). Purchaser shall not infringe any Intellectual Property Rights in Goods. Purchaser shall immediately inform Seller of any infringement claims or legal proceedings involving Purchaser regarding the Intellectual Property Rights. Purchaser agrees to discuss and agree with Seller on the defence strategy that shall be used.

## 11. APPLICABLE LAW AND JURISDICTION

These Conditions and disputes arising out of or connected to the Contract, including disputes regarding the existence, validity, enforceability, breach or termination thereof, are to be construed according to Belgian law, the provisions in the UN Convention of 11 April 1980 on contracts for the international sales of goods do not apply. All disputes that exist between the parties will be settled exclusively by the competent court in Brussels.

## 12. DATA PROTECTION

"**personal data**", "**process/processing**", "**controller**", "**processor**", "**data subject**" shall have the same meaning as in Regulation (EU) 2016/679.

Any personal data included in or relating to this Contract shall be processed in accordance with Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data within the Union. i. The data shall be processed solely for the

purposes of the performance, management and monitoring of this Contract to which the data subject is party. ii. Where processing is to be carried out on behalf of the controller, the controller shall use only processors providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing will meet the requirement of the Regulation (EU) 2016/679 and ensure the protection of the rights of the data subject. iii. The processor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of personal data which may be processed, the recipients or categories of recipients to whom the personal data have been or will be disclosed, and the means by which the data subject may exercise his/her rights. iv. Personal data will no longer be kept than necessary for the purposes for which they are processed and will be processed in a manner that ensures their protection against unauthorized or unlawful processing, accidental loss, destruction or damage.

## 13. EXPORT CONTROL

Purchaser shall comply with all applicable economic sanctions and export controls laws and regulations, which may include laws and regulations that are applicable to Seller only, such as those of the European Union and its Member States or the United States. If, at any time, Seller believes that a law or regulation renders the performance of its obligations impossible or illegal, Seller shall be entitled to refuse an order or terminate the Contract with immediate effect without any liability for Seller.

## 14. COMPLIANCE WITH APPLICABLE LAWS/ ANTI-CORRUPTION LAWS

14.1 Purchaser shall perform all obligations to be met as part of the Contract in a manner consistent with all applicable regulations, including but not limited to all applicable anti-bribery and antitrust laws.

14.2 Seller shall be entitled to evaluate the compliance of Purchaser, either by assessment (online, paper questionnaire, etc.) or by an onsite audit upon reasonable prior notice.

14.3 Purchaser shall not authorize, offer, promise, make or provide any payment of benefit, directly or indirectly, to government officials, customers, business partners, or any other person in order to secure an improper benefit or unfair business advantage, improperly affect private or official decision-making, or induce someone to breach professional duties or standards.

14.4 Purchaser shall immediately report to Seller in writing any potential, suspected or detected violation of the above principles in connection with the Contract and, in such cases, shall cooperate fully with Seller in reviewing the matter and taking any action that Seller considers appropriate in order to solve the matter.

14.5 In the event that Seller believes, in good faith, that Purchaser has violated any applicable regulations and/or principles referred in Condition 14, Seller shall be entitled to refuse an order or terminate the Contract with immediate effect without any liability for Seller.

## 15. MISCELLANEOUS

15.1 If a provision of these Conditions and/or the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions and sub-provision shall continue in full force and effect.

15.2 Failure or delay by Seller in enforcing or partially enforcing a provision of these Conditions and/or the Contract will not be construed as a waiver of its rights. Waivers by Seller of a breach or default by Purchaser will not be deemed a waiver of a subsequent breach or default and will not affect the other terms of these Conditions and/or the Contract.

15.3 (a) Notices given to a party under or connected to the Contract shall be in writing, addressed to that party at its registered office (if a company) or principal place of business (in other cases) or such other address as that party specifies in writing under this Condition, and shall be sent by recorded delivery, commercial courier or confirmed fax; (b) notices or other communications are deemed to have arrived: if delivered personally, when left at the address referred to in Condition 15.3(a); if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

15.4 Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. Purchaser may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without Seller's prior written consent.

15.5 A person who is not a party to the Contract shall have no rights under or in connection with it.

15.6 Purchaser shall:

- (i) inform Seller immediately of any inspection or sampling carried out on the Goods by any governmental authority or any company acting upon delegation from any governmental authority, at national, state or local level,
- (ii) share with Seller the results of any testing and inform Seller on each step of the inspection as soon as available;
- (iii) block the impacted batch(es) of the Goods immediately following the inspection or sampling. Purchaser shall keep the impacted batch(es) blocked until receipt of Seller's written confirmation that the Goods can be supplied again to the market in accordance with applicable laws; and

(iv) follow any instruction of Seller in case Seller is informed of similar sampling or inspection on the Goods from the market. Purchaser will cascade the obligations contained in this Condition 15.6 to any of its affiliates, customers or subcontractors.

#### **THE FOLLOWING CONDITIONS ONLY APPLY TO SEED SALES**

##### **16. CONVENTIONAL BREEDING METHODS**

Seller certifies that the seeds have been developed according to breeding methods which have conventionally been used within the industry and for which Directive 2001/18/EC on the deliberate release into the environment of genetically modified organisms does not apply. Additionally, Seller certifies that the seeds delivered have been produced according to specifications developed to minimize the adventitious presence of impurities, including genetically modified impurities to which Directive 2001/18/EC applies. Seller further certifies that its production methods are based on accepted industry standards for seed production and seed purity.

##### **17. SEED QUALITY DISPUTES**

In case of disputes relating to seed quality, an accredited NAL or ISTA laboratory mutually agreed by the parties can be used to provide an opinion on the matter in dispute. The costs of this laboratory will be shared equally by Seller and Purchaser. Complaints relating to seed germination rates shall be time limited to within 9 months of delivery.

##### **18. PLANT DISEASES**

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

##### **19. PROHIBITED ACTIVITIES**

Purchaser shall not use the seeds, or propagating material or harvested material derived from planting the seeds, for any further propagation of the variety, nor offer for sale, sell or otherwise market the seeds, propagating material or harvested material for such purpose unless the seeds were provided for that purpose or as permitted under applicable law. Purchaser shall grant Seller, its agents and/or employees an irrevocable license at any time to directly enter and/or access to Purchaser's premises, including fields and greenhouses, and to premises of third parties performing services for Purchaser, to enable an audit of Purchaser's compliance with Conditions 10 and 19. Also, Purchaser shall, at Seller's request, grant reasonable access to all relevant administrative records relating to the Goods.

##### **20. DELIVERY**

20.1 Delivery of Goods shall be completed on the Goods' arrival at the Delivery Point. Purchaser shall provide all necessary information to enable Seller to fulfil the order.

20.2 Dates specified by Seller for delivery are estimates only and time for delivery shall not be made of the essence by notice. If no dates are specified, delivery will be within a reasonable time.

20.3 If for any reason Purchaser will not accept delivery of Goods when they are ready for delivery, or Seller is unable to deliver Goods on time because Purchaser has not provided appropriate instructions, documents, licences or authorisations: (a) risk in Goods passes to Purchaser (including for loss or damage); (b) Goods will be deemed to be delivered; and (c) Seller may store Goods until delivery whereupon Purchaser will be liable for all related costs and expenses (including without limitation storage and insurance). If 7 days after Seller notified Purchaser that Goods were ready for delivery, Purchaser has not accepted delivery, Seller may resell or otherwise dispose of all or part of the Goods and, after deducting storage and selling costs, account to Purchaser for any excess over the price of Goods or charge Purchaser for any shortfall below the price of Goods.

20.4 Seller may deliver the Goods by instalments which shall be invoiced and paid for at the pro rata Contract rate. Each instalment shall constitute a separate Contract. Delays or shortages in an instalment shall not entitle Purchaser to cancel any other instalment.

20.5 Purchaser shall not reject Goods in case of insignificant deviations, including without limitation up to 5% more or less than the quantity of Goods ordered.

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

##### **21. ORDER CANCELLATION**

Subject to Condition 9, if Purchaser cancels in whole or part any order accepted by Seller, Seller may charge Purchaser a liquidated sum of damages equal to 30% of the total order as compensation for the loss to Seller arising out of such cancellation, save for the orders of Goods that were not shipped to the Purchaser for the reasons not attributable to the Purchaser. The Parties agree that such liquidated sum represents a genuine pre-estimate of the loss.

##### **22. ADVICE**

Seller assumes no liability for advice given or results obtained from advice, all such advice being given and accepted at Purchaser's risk. Purchaser is

responsible for making its own tests and verifications of the Goods before applying any advice.

##### **23. CLAIMS**

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

#### **THE FOLLOWING CONDITIONS ONLY APPLY TO PLANT PROTECTION PRODUCTS AND BIOCIDES SALES**

##### **24. PACKAGING**

Goods may only be offered for sale and sold under Seller's trademark and in their original packaging, with no alterations to composition or presentation. The contents of packages may under no circumstances be sold at retail and products may not be repackaged.

##### **25. DELIVERY**

25.1 Delivery of Goods shall be completed on the Goods' arrival at the Delivery Point. Purchaser shall provide all necessary information to enable Seller to fulfil the order.

25.2 Upon receipt of all requested information for execution of the order, Seller will issue a "Response to the order" indicating estimated delivery date.

25.3 If delivery time estimated by Seller is not acceptable for Purchaser, Purchaser is entitled to modify or cancel its order. However, such modification or cancellation of the order must occur no later than two (2) Business Days upon receipt of the "Response to the Order". Otherwise, Purchaser is deemed to have accepted the estimated delivery time and the Contract will come into existence when Seller issues written confirmation of the order or delivers Goods to Purchaser.

25.4 Any quantity ordered that does not comply with the packaging will be rounded up to the next logistics unit.

25.5 If for any reason Purchaser will not accept delivery of Goods when they are ready for delivery, or Seller is unable to deliver Goods on time because Purchaser has not provided appropriate instructions, documents, licences or authorisations: (a) risk in Goods passes to Purchaser (including for loss or damage); (b) Goods will be deemed to be delivered; and (c) Seller may store Goods until delivery whereupon Purchaser will be liable for all related costs and expenses (including without limitation storage and insurance). If 7 Business Days after Seller notified Purchaser that Goods were ready for delivery, Purchaser has not accepted delivery, Seller may resell or otherwise dispose of all or part of the Goods.

25.6 Seller may deliver the Goods by instalments which shall be invoiced and paid for at the pro rata Contract rate. Each instalment shall constitute a separate Contract.

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

##### **26. CLAIMS**

Any claim for shortage or for damage incurred in transit of Goods must be notified on CMR consignment, duly dated and signed, in the presence of the driver and confirmed to the carrier by registered mail with copy to Seller within 3 Business Days as of Purchaser's receipt of Goods. All other claims, including claims for alleged defective Goods and breach of warranties, must be made within 10 Business Days after Purchaser learns of the facts on which such claim is based, but in no event later than 5 (five) months after Purchaser's receipt of Goods. All claims not made in writing and received by Seller within the time periods specified above shall be deemed waived. No claim will be allowed or returned Goods accepted if Goods have been repackaged or processed in any manner, except on proof satisfactory to Seller of the existence of a latent defect not ascertainable before treating or processing and then only if such proof is submitted within 10 (ten) Business Days after such defect becomes apparent. Purchaser shall prevent and mitigate claims to the extent reasonably possible, taking into account the instructions of Seller, if any.

##### **27. INDICATIONS FOR USE**

The indications for use on the labels, notices or other commercial documents issued by Seller are based on official and private test results which have been most consistent in practice. They are not absolute rules, but general recommendations which must be adapted to the particular case of any treatment, because of the many factors beyond Seller's control, such as the nature of the soil, plant varieties and the particular sensitivity of the crop,

special atmospheric conditions, equipment and application conditions, etc. Seller assumes no liability for such general indications as they must be adapted to each particular case, even in the absence of contraindications.

## **28. STEWARDSHIP**

28.1 Purchaser shall comply with all applicable laws, regulations and industry standards regarding the manufacture, handling, transport, storage, marketing, labeling, use and disposal of Goods and end-use formulations thereof. Purchaser shall (a) follow safe transport, storage, handling, use and disposal practices, including "FAO International Code of Conduct on the Distribution and Use of Pesticides" and take all reasonable steps to instruct its employees, agents, contractors and customers in such practices; (b) take all reasonable action to avoid spills or other dangers to persons, property or the environment; and (c) ensure that the use of Goods, and end-use formulations thereof, are promoted in line with the HRAC guidelines for resistance management.

28.2 Seller acknowledges that Maximum Residue Limit (MRL)/Import Tolerances (IT) do not exist in all markets for foods treated with crop protection products. In addition, the MRL/IT may differ from country to country. The Purchaser agrees to inform its customers, respectively, to inquire with their exporters of goods about the latest information on MRLs and import tolerances before using the crop protection products and in case of doubt, to contact the local Seller representative for support.

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