

**GENERAL PURCHASE CONDITIONS  
SYNGENTA SEEDS B.V.  
SYNGENTA CROP PROTECTION B.V.  
5 OCTOBER 2021**

These General Purchase Conditions apply to all agreements between Syngenta Seeds B.V. and/or Syngenta Crop Protection B.V. and/or one of its affiliated companies or companies of the Syngenta group as referred to in 1.1 (“Syngenta”) and a vendor (the “Vendor”) for the purpose of purchasing goods (“Goods”) or services (“Services”) by Syngenta under a purchase order (“Order”) provided by Syngenta to the Vendor.

Syngenta is committed to doing business with the highest possible standards of ethics and integrity. By accepting this order, the Supplier confirms having read the full version of “Compliance: A guide for third parties”. You can find the full version on the internet (<http://www.compliance.syngenta.com>)

**Article 1 – Application and interpretation**

**1.1 Syngenta:** Syngenta Seeds B.V. and/or Syngenta Crop Protection B.V. and/or companies of the Syngenta group or the companies affiliated to Syngenta Seeds B.V. and/or Syngenta Crop Protection B.V.  
**Vendor:** the party which delivers goods to Syngenta, performs services for it or has agreed with Syngenta to do this and those to whom Syngenta has given an assignment of any other nature.

**Agreement:** all agreements, including these general purchase conditions between Syngenta and the Vendor concerning the purchase of goods and / or services by Syngenta from the Vendor and any other assignment given by Syngenta to the Vendor and any (legal) acts related thereto.

**1.2** The applicability of any general conditions of the Vendor is explicitly excluded. Provisions in the order confirmation of the Vendor or in any other document, that differ from or supplement the conditions referred to in the Order or these General Purchase Conditions are not binding for Syngenta, unless they have been explicitly accepted in writing by Syngenta with explicit reference to the different or additional provision. Oral promises are not binding unless they are confirmed in writing.

**1.3** These General Purchase Conditions apply to all requests, proposals, offers, orders, purchase orders, order confirmations, agreements and any other legal acts in respect of the goods, services delivered by, performance of assignments or other activities by the Vendor to Syngenta.

**1.4** In the event of conflict between these General Purchase Conditions and the stipulations of the Order, the stipulations of the Order shall prevail.

**1.5** Reference to an act concerns the act as it is in force at such time with due observance of any amendments, extensions, applications and renewals, as well as any applicable local laws.

**1.6** In the event of discrepancies between the Dutch text of these General Purchase Conditions and their translation in another language, the Dutch text shall prevail.

**Article 2 – Quality of the Goods**

**2.1** The Vendor warrants that the Goods are of good marketable quality, suitable for their purpose, free of defects and / or damage and comply in all respects with the Order and the specifications provided by Syngenta to the Vendor.

**2.2** The Vendor warrants that the Goods and their packaging and labelling meet all the applicable legal rules and requirements in force in the country of delivery and, if

known to the Vendor, in the country of destination. If requested, the Vendor will immediately submit proof that the legal requirements referred to above are met.

**2.3** Without prejudice to its other rights and remedies, Syngenta is authorised to cancel an order if all or part of the Goods are defective or not in compliance with the agreed specifications. The Goods will be subject to inspection and approval by Syngenta at the place of destination. If the Goods are not in compliance, they can be rejected by being returned to the Vendor for the risk of the Vendor against credit or replacement, whereby all the costs of handling and transport will be charged to the Vendor.

**2.4** The Vendor warrants that the sale, resale and use of the Goods does not (directly or indirectly) infringe any patent, trademark, copyright or other intellectual property and the Vendor undertakes to fully indemnify Syngenta against any damage and other costs including reasonable legal fees as a result of any (direct or indirect) infringement.

**2.5** All warranties shall survive the delivery and acceptance of the Goods.

### **Article 3 – Quality of the Services**

**3.1** The Vendor warrants that all services performed by the Vendor or a subcontractor appropriately engaged by the Vendor meet its highest quality standards and in all cases fully comply with any descriptions and specifications referred to in the agreement and will be performed with all reasonably expected speed, care, skill and diligence. The Vendor shall ensure that all its employees and subcontractors are suitably qualified to perform the Services and that all the required licenses, work permits and / or other permits are obtained.

**3.2** The Vendor warrants that all the

services performed by the Vendor or a subcontractor appropriately engaged by the Vendor are performed in compliance with the agreement, including any applicable regulations and the codes of conduct customary in the industry and the policies, rules and procedures of Syngenta with respect to IT security, offices, health and safety, which the Vendor will be informed of from time to time. Syngenta will provide the Vendor with copies of its existing policies, rules and procedures to enable the Vendor to fulfil its obligations under the agreement.

**3.3** All the staff, equipment, tools, equipment, materials and other items necessary for the provision of the Services shall be for the account of the Vendor, unless agreed otherwise in writing. The Vendor warrants that all the equipment used in connection with the performance of the agreement works properly in accordance with the manufacturer's instructions and the legislation currently in force.

**3.4** When the Services are being performed Syngenta is authorised to suspend its payment obligations with regard to the Services if the Services are not delivered in compliance with any stipulation of the agreement, without prejudice to its other rights or remedies.

**3.5** If the Services are not in compliance with the agreement, Syngenta is authorised, without prejudice to its other rights, to purchase Services from third parties which are as much in compliance with the agreement as possible; the related additional costs involved will be charged to the Vendor. Before Syngenta is authorised to purchase the Services from third parties, it must give the Vendor the opportunity to replace the Services for which payment has been suspended by Services that are in compliance with the agreement.

**3.6** Quotations / offers / etc. from the

Vendor are irrevocable unless it is unequivocally evident from the offer/quotation that it is without obligation.

**3.7** An Agreement is not formed between the Vendor and Syngenta until Syngenta has explicitly accepted a quotation/offer from the Vendor in writing and/or electronically and/or has sent a written confirmation.

**3.8** The costs of preparing a quotation/offer will be for the account of the Vendor.

#### **Article 4 – Liability and insurance**

**4.1** Any failure of the Vendor in the fulfilment of its obligations will authorise Syngenta to require the Vendor to remedy the failure and/or the consequences thereof partly or in whole for the risk and account of the Vendor. The Vendor is liable for any damage suffered by Syngenta and / or subsequent purchasers or users, including the end consumer of the delivered goods (whether or not in a processed form) as a consequence of a failure in the fulfilment of the obligations of the Vendor and / or resulting from acts or omissions of the Vendor, its employees or third parties engaged by it. The Vendor is liable for the direct as well as the indirect damage.

**4.2** The Vendor indemnifies Syngenta for all liabilities, damages, claims, losses and other expenses incurred by Syngenta resulting from any defect of the Goods or Services or any failure of the Vendor in the fulfilment of its obligations arising from the agreement or any violation of a legal provision or an act or omission by an employee, agent or subcontractor of the Vendor. The Vendor indemnifies Syngenta against all claims of third parties in connection with the Agreement concluded by the Vendor and Syngenta.

**4.3** The Vendor shall take out insurance against any possible claims arising from the agreement with a reputable insurance company for a minimum amount of €

5,000,000. - per event and shall, if requested, immediately submit the insurance policy and the receipt for the payment of the current premium to Syngenta for inspection. Any limitation, whether or not monetary, of the amount payable by the insurance company under the policy, can never be regarded as a limitation of the liability of the Vendor and the Vendor remains fully liable regardless of such a limitation even if the amount is not covered by the policy.

**4.4** Syngenta is not liable for any lost profits, loss of goodwill, damage to reputation, loss of data, loss of anticipated savings or any other indirect or consequential damages. Syngenta can never be held liable for any amount exceeding the purchase price of the relevant Order. This provision is not intended to limit or exclude Syngenta's liability where this is not legally permitted.

**4.5** Syngenta is not liable for any damage incurred by the Vendor, unless the damage results from wilful misconduct or gross negligence on the part of only the executive staff of Syngenta. The term recklessness referred to in the previous sentence of this paragraph shall only be taken to mean an act of which the management of Syngenta understands (subjectively) that the probability that the act will cause damage is considerably greater than the probability that the act will not cause damage.

#### **Article 5 – Delivery**

**5.1** The Goods shall be properly packed, sealed and secured in such a way that they reach their destination in a good condition. The Goods are delivered carriage paid at Syngenta's business address or at another place of delivery if this has been agreed in writing by Syngenta prior to delivery.

**5.2** The Vendor shall deliver the Goods and / or provide the Services at the times or

within the periods specified in the Order. If no time or period is specified in the Order, the Vendor shall deliver the Goods/Services within the shortest possible time. Unless agreed otherwise in writing, the delivery dates are final deadlines. The Vendor shall be in default by the mere fact of exceeding the delivery period. The Vendor shall immediately notify Syngenta of any delay or anticipated delay in the performance of the Agreement.

**5.3** In the event that the Goods / Services are not delivered/provided on the agreed date, Syngenta reserves the right, without prejudice to any of its other rights, to: (i) terminate the agreement in whole or in part, (ii ) refuse any subsequent deliveries by the Vendor, (iii) recover any costs from the Vendor which Syngenta has reasonably incurred to obtain replacement Goods/Services from third parties and (iv) claim compensation for additional costs incurred by Syngenta due to the late delivery by the Vendor.

**5.4** If the delivered Goods are in excess of the quantity ordered by Syngenta, Syngenta is authorised to refuse the Goods delivered in excess. The Goods delivered in excess shall remain for the risk of the Vendor. The return shipment of the excess Goods shall be for the account of the Vendor.

**5.5** The Vendor shall deliver the Goods in accordance with the Safety Regulations of Syngenta that apply at the site. The Vendor guarantees that the carrier who delivers the Goods complies with these Safety Regulations. A copy of the Safety Regulations will be sent to the Vendor immediately on request.

## **Article 6 – Inspection**

**6.1** Syngenta is at all times authorised to inspect the Goods that have been or are to be delivered and/or to investigate whether the delivered Services have been

performed in compliance with the Agreement and these General Purchase Conditions. The Vendor shall fully cooperate in this respect.

**6.2** In case of rejection, Syngenta will notify the Vendor. Syngenta will store the rejected Goods or have them stored for the risk and account of the Vendor. If the Vendor has not taken back the Goods within a period of 14 days after Syngenta has notified the Vendor that the delivered Goods have been rejected, Syngenta may return these Goods to the Vendor for the risk and account of the Vendor without permission of the Vendor. If the Vendor refuses to accept the Goods, Syngenta may store, sell or destroy them for the risk and account of the Vendor.

**6.3** The Vendor cannot derive any rights from the results of an inspection or investigation as referred to in Article 6.1 or the omission thereof. Syngenta shall never be bound by any deadline set by the Vendor within which Syngenta is to report that the delivered Goods have been rejected or at any rate within which Syngenta must submit a complaint.

## **Article 7 – Risk/property**

**7.1** The Goods will remain for the risk and account of the Vendor until they have been delivered to Syngenta (including unloading). The title of the Goods will pass to Syngenta at the time of delivery.

**7.2** The Vendor warrants that the unencumbered ownership of the Goods is acquired.

**7.3** The Vendor waives all its rights and powers under the right of retention or the right to submit a claim.

**7.4** The Vendor shall take out insurance for damage caused in transit for its own account.

## **Article 8 – Price and payment**

**8.1** The purchase price of the Goods / Services is the price specified in the Order and is excluding VAT but including all other costs, unless agreed otherwise in writing by Syngenta. If applicable, the VAT amount will be charged according to local legislation. If no price is stated in the Order, the most recently specified price or the market price at the time of delivery shall apply, whichever is lowest. All prices are fixed and apply Delivered Duty Paid in compliance with Incoterms (latest version) as prepared by the International Chamber of Commerce and includes proper packaging and all other costs of the Vendor in connection with the fulfilment of its obligations, unless agreed otherwise in writing.

**8.2** Syngenta is authorised to implement appropriate price adjustments (if this is possible under the rules on invoicing / tax rules in the relevant country) for acts which Syngenta is required to perform in the context of the agreement and only had to perform after the agreement was concluded.

Examples of such acts are the collection, drying and weighing of the Goods.

This price adjustment is regarded as a discount on the purchase price payable by Syngenta to the Vendor for the Goods.

Syngenta will prepare its own invoice and send it to the Vendor (therefore no separate invoice of Syngenta will be required). The manner in which Syngenta adjusts the invoice on behalf of the Vendor is called "self-billing". The rules for self-billing are set out in Article 8.5. However, the self-billing rules shall not apply if the purchasing of Goods is an act which, under the Belgian VAT legislation, takes place in Belgium or if this act takes place outside the European Union and is conducted by a supplier established in Belgium. In these two cases, the self-billing system will only be used if both parties have concluded a prior, written agreement to that effect in

compliance with the Belgian VAT legislation, including all the conditions and rules regarding self-billing.

**8.3** Any price increase, for whatever reason, requires the explicit, prior written approval of Syngenta.

**8.4** Unless agreed otherwise in writing, the Vendor will calculate the invoice for the Services on the basis of the number of hours worked. Syngenta is authorised to reject an invoice if it is not accompanied by the relevant Order of Syngenta and a signed timesheet.

**8.5** Where the parties have agreed that certain payments will take place by self-billing, the following applies:

As a self-billing client Syngenta agrees to:

(i) issue invoices in the name and on behalf of the Vendor and to state all the required details on the invoice so that it is a VAT invoice;

(ii) include a statement on the invoice that "any tax specified on the invoice will be paid to the Tax and Customs Administration by the Vendor";

(iii) keep a register containing the names, addresses and VAT numbers of all the vendors who have agreed to self-billing;

(iv) notify the Vendor immediately if Syngenta changes its VAT identification number, discontinues its VAT registration or its business and/or sells part of the company as a going concern;

(v) notify the Vendor if the issue of the self-bills is outsourced to a third party;

(vi) retain the signed notice in which the Vendor accepts the self-bill, if necessary. The Vendor agrees to:

(i) authorize Syngenta to issue invoices, correct invoices and make copies of invoices in the name and on behalf of the Vendor through self-billing;

(ii) accept such invoices from Syngenta and retain them and subsequently not to issue any further sales invoices for the

transactions under the agreement;

(iii) sign the agreement and to retain a copy of the agreement signed by both parties;

(iv) notify Syngenta immediately if it changes its VAT identification number, discontinues its VAT registration or its business and/or sells part of the company as a going concern;

(v) make a return of the VAT payable by the Vendor to the Tax and Customs Administration which is stated on the invoice sent by Syngenta to the Vendor;

(vi) remain liable for the correct calculation of VAT on each invoice prepared by Syngenta on behalf of the Vendor under the self-billing arrangement and also to remain liable for the contents of the invoice, so that it constitutes a valid VAT invoice.

(vii) However, the self-billing rules shall not apply if the purchasing of Goods is an act which, under the Belgian VAT legislation, takes place in Belgium or if this act takes place outside the European Union and is conducted by a supplier established in Belgium. In these two cases, the self-billing system will only be used if both parties have concluded a prior, written agreement to that effect in compliance with the Belgian VAT legislation, including all the conditions and rules regarding self-billing.

**8.6** Applicable payment term will be as stated in the Order.

**8.7** Without prejudice to any other rights or remedies, Syngenta reserves the right to offset any amount the Vendor owes Syngenta or a parent company, subsidiary or sister company at any time, against an amount Syngenta owes to the Vendor under the agreement.

**8.8** No payment made by Syngenta constitutes acceptance of the delivered Goods / Services and it shall not imply a limitation of any other claims or rights of Syngenta in regard to the Vendor.

**8.9** Syngenta is at all times authorised to pay subcontractors and suppliers directly. The payments made in this way will be deducted from payments owed to the Vendor, respectively will be reimbursed to Syngenta by the Vendor.

**8.10** Failure to meet the requirements referred to in the Order or agreed otherwise in regard to invoice details, shipping advice and packing lists and the incomplete filling out of these documents with all the necessary information shall authorise Syngenta to suspend its payment obligation to the Vendor.

**8.11** Payment by Syngenta shall not imply any waiver of any right in any way.

**8.12** Syngenta always has the right to pay in Euros at the rate of exchange applicable on the date of invoice.

**8.13** If the Vendor exercises the authority it is entitled to under any legal provision to increase a price, Syngenta is authorised to dissolve the Agreement between the Vendor and Syngenta with immediate effect without any notice of default being required and without any obligation to pay compensation.

## **Article 9 – Confidentiality and ownership**

**9.1** The Vendor shall observe strict confidentiality regarding all technical and commercial know-how, specifications, inventions, processes, initiatives or other information that is confidential and which has been provided to the Vendor by Syngenta or its agents, as well as any other confidential information regarding activities or products of Syngenta that has come to the knowledge of the Vendor. The Vendor will only share this confidential information with its employees, agents or subcontractors if this is required for the performance of the agreement. The Vendor warrants that these employees, agents and subcontractors to whom confidential information is disclosed will be bound by

the same duty of secrecy as the Vendor itself.

**9.2** Materials, equipment, tools, copyright, design rights or other intellectual property rights in drawings, specifications and data provided by Syngenta to the Vendor or which have not been provided to the Vendor by Syngenta but are used by the Vendor to produce the Goods/performance of the Services are and shall always remain the exclusive property of Syngenta, but will be kept in safe custody and in a good state of repair by the Vendor for its own risk until they are returned to Syngenta and no other decision will be made in their regard than prescribed by Syngenta in writing and these Goods shall not be used in any other way than for which Syngenta has given written permission.

#### **Article 10 – Termination**

10.1 Both parties may terminate the agreement immediately:

- (i) in the event of a shortcoming in the performance of the agreement by the other party and the other party has not remedied this shortcoming in the performance within 28 days after the party terminating the agreement has notified that party thereof in writing, requesting fulfilment;
- (ii) if a material change has occurred in the control or ownership of the business of the other party;
- (iii) if the other party is liquidated or goes bankrupt, a trustee or administrator has been assigned to it or it is awaiting the appointment of a trustee or administrator, or if a request for such appointment has been submitted or if a similar event has occurred.

10.2 Syngenta is authorised to terminate a Contract for Services in whole or in part at any time and for any reason whatsoever by notifying the Vendor thereof in writing, after which all the activities under the agreement will be terminated and Syngenta

will pay the Vendor a fair and reasonable fee for the work in progress at the time of the termination. Syngenta is not required to pay any compensation for loss of expected profits or any consequential damage.

#### **Article 11 - Transfer**

**11.1** The rights and obligations of the Vendor under the Agreement may not in whole or in part be transferred to third parties without prior written permission of Syngenta. Any permission as referred to above, given by Syngenta to the Vendor shall not discharge the Vendor from its obligations and liabilities towards Syngenta under the agreement.

**11.2** Syngenta is at all times authorised to transfer all or part of its rights and obligations under the agreement to an affiliated company as defined in Article 15.2 or to any legal successor that takes over the business of Syngenta or the part thereof that relates to the Goods and / or Services. Syngenta shall notify the Vendor in writing of such transfer.

#### **Article 12 – Warranty**

**12.1** The Vendor warrants that the Goods or Services to be delivered comply with the Agreement. This warranty includes at least that:

- (i) the Goods have the promised characteristics;
- (ii) the Goods are new and free from defects and any rights of third parties;
- (iii) the Goods or Services are fit for the purpose for which the assignment / order has been placed or the Agreement has been concluded;
- (iv) the Services will be performed in a professional manner and uninterruptedly;
- (v) the Goods or Services meet the legal regulations and/or applicable rules of self-regulation and / or requirements defined by Syngenta itself, including those in regard to

quality, health, safety, environment and advertising, both in the country of delivery and in the country of destination;

(vi) the Goods bear an indication of the producer or the party who markets the Goods;

(vii) the Goods are provided and accompanied by all the details and instructions required for their safe and proper use; and

(viii) the Goods are provided with and accompanied by all the documentation requested by Syngenta, irrespective of whether the documentation is requested by Syngenta before, during or after the conclusion of the Agreement.

**12.2** The Vendor is aware that Syngenta markets high quality products, including foods. To the extent that the Vendor delivers Goods or Services related to such products, the Vendor guarantees that they meet the highest quality standards.

**12.3** If the delivered Goods, regardless of the results of prior tests, fail to comply with the stipulations of paragraph 1 of Article 12, the Vendor will repair, replace or supplement the missing parts of the Goods for the risk and account of the Vendor immediately on request of Syngenta, unless Syngenta prefers to dissolve the Agreement in compliance with Article 17 of these General Purchase Conditions and all this without prejudice to any other rights of Syngenta arising from a failure (including the right to compensation). Any related costs incurred (including the costs of repair and disassembly) will be for the account of the Vendor.

**12.4** In urgent cases and in the event that after consultation with the Vendor, it can be reasonably assumed that the Vendor will fail to fulfil its warranty obligations, Syngenta is authorised to perform the repair or replacement itself or to have these activities performed by a third party for the

account of the Vendor. This shall not discharge the Vendor from its obligations arising from the Agreement.

**12.5** Unless agreed otherwise in writing, a warranty period of at least five years after the Goods have been delivered or the Services have been performed shall apply.

**12.6** An agreed warranty period shall recommence after acceptance of the repair, replacement or supplement to which the warranty provisions apply.

### **Article 13 – Force majeure**

**13.1** Neither party shall be liable for delays or failures in the performance of the agreement due to causes beyond the control of the respective parties, or force majeure, examples of such causes include natural disasters, accidents, riots, war, interventions by the government, embargoes and strikes. If a party wishes to invoke force majeure, it shall notify the other party thereof immediately and in writing, stating the cause and likely duration of the delay or failure. The party invoking force majeure will undertake action to minimise the impact of force majeure.

**13.2** During the force majeure on the part of the Vendor Syngenta may purchase its required materials elsewhere. Only Syngenta is authorised to deduct that which it has purchased elsewhere from the quantity it would have purchased from the Vendor under the Order.

**13.3** Syngenta may, by informing the Vendor thereof in writing, cancel Services which according to Syngenta cannot be performed within a reasonable time after the agreed date, without the Vendor being entitled to hold Syngenta liable for this.

**13.4** In case of force majeure, compliance by the affected party of the obligations under this Agreement will be suspended in part or full for the duration of such force majeure, without the parties being required



to pay any compensation to one another. If this period is longer than fourteen (14) days, the other party is authorised to dissolve the Agreement with immediate effect and without judicial intervention by means of a written notice, without any right to compensation. Force majeure on the part of Vendor shall in any event not include: staff shortages, strikes, breach of contract of third parties engaged by the Vendor, transport problems on the part of Vendor or third parties engaged by the Vendor, unavailability of auxiliary materials, liquidity or solvency problems of the Vendor and government measures affecting the Vendor.

#### **Article 14 – Recall**

**14.1** If either party becomes aware of a defect in the Goods (including packaging), such party shall immediately notify the other Party thereof, stating:

- a. the type of defect
- b. the affected Goods;
- c. any other information that may be relevant.

**14.2** The parties will then conduct consultations and take any measures necessary in view of the circumstances. The measures to be taken may include discontinuing deliveries, discontinuing the production of products, blocking the stocks of products (whether or not at customers of Syngenta) and/or organising a recall. Only Syngenta is authorised to decide whether and which of these measures will be taken and how they will be implemented. Where appropriate, when making this decision Syngenta will take into account the fact that it markets high quality products, including Foods and that it needs to protect its reputation. The Vendor shall provide all reasonable cooperation with the implementation of these measures and, insofar as the cause can be attributed to the Vendor, pay the costs of these measures

without prejudice to articles 4 and 12.

**14.3** The Vendor shall observe secrecy with regard to any information regarding actual or possible measures.

#### **Article 15 – Affiliates of Syngenta**

**15.1** The Vendor shall give companies affiliated to Syngenta the opportunity to purchase the Goods/Services at a price and under terms and conditions not less favourable than those described in these General Purchase Conditions.

**15.2** The term affiliates of Syngenta includes all firms, corporations, partnerships, consortia, limited liability companies or other entities that directly or indirectly control Syngenta through one or more intermediaries, are controlled by Syngenta or are under joint control with Syngenta.

The term control means that twenty five percent or more of the voting rights or shares of the relevant entity is held.

#### **Article 16 – Intellectual property rights**

**16.1** The Vendor grants Syngenta a non-exclusive, perpetual, irrevocable, worldwide and transferable right to use any possible intellectual property rights relating to Goods and/or Services delivered by the Vendor. This right of use includes the right to grant such right of use to (potential) customers or other third parties with which Syngenta maintains relations in connection with the operation of its business.

**16.2** The Vendor warrants that the use (including the resale) of the Goods delivered or Services performed by it will not infringe any intellectual property rights or other (property) rights of third parties.

**16.3** The Vendor shall indemnify Syngenta against any claims of third parties arising from any infringement of the rights referred to in Article 16.2 of these General

Purchase Conditions and the Vendor shall pay compensation for any damages that may result therefrom.

**16.4** Insofar as Syngenta provides tools to the Vendor in respect of which Syngenta has intellectual property rights, the Vendor acknowledges that they are and shall always remain the property of Syngenta and that the Vendor will not acquire any intellectual property right or title in regard to such tools. The Vendor will hold the tools referred to in this paragraph for its risk and account and keep them in a good state of repair. The Vendor shall not use them or allow them to be used by third parties except with written permission of Syngenta. Article 9 shall apply by analogy to all the tools referred to in this Article 16.4.

**16.5** If the Vendor develops Goods for Syngenta in the context of the Agreement, any intellectual property rights that may be claimed for them shall be the exclusive property of Syngenta. Any fee for this is deemed to be included in the agreed price of the Goods. Where necessary, the Vendor shall fully cooperate with the creation or transfer of these rights to Syngenta.

#### **Article 17 – Dissolution**

**17.1** Syngenta is authorised, at its option, to suspend all or part of the performance of all the agreements between the parties, including the Agreement or to dissolve these agreements including the Agreement in whole or in part by means of a written notification without judicial intervention (and with immediate effect) (without Syngenta being required to pay any compensation):

- (i) in the event of a failure by the Vendor in the fulfilment of (one of) his / its obligations arising from the Agreement or related agreements;
- (ii) in the event of (a request for)

suspension of payments or bankruptcy of the Vendor has been filed for;

(iii) if the Vendor has been placed under guardianship or receivership;

(iv) in the event of the sale or termination of the business of the Vendor;

(v) if permits of the Vendor required for the performance of the Agreement have been cancelled;

(vi) if a substantial part of the business resources of the Vendor has been attached, or

(vii) if a garnishee order is issued against Syngenta at the expense of the Vendor.

**17.2** Any claims Syngenta may have or acquire on the Vendor in the cases referred to in Article 17.1 shall be immediately and fully due and payable.

#### **Article 18 – Setoff**

Syngenta is authorised to offset amounts it owes the Vendor or companies belonging to the same group of companies as the Vendor for whatever reason against amounts that Syngenta or other companies belonging to the Syngenta group may claim from the Vendor or other companies belonging to the same group as the Vendor, for whatever reason. The parties indemnify each other and each other's group companies against any claims for the payment of amounts that have already been offset under this article.

#### **Article 19 – General**

**19.1** A waiver in respect of a violation of a provision in the agreement shall not be

construed as a waiver in respect of any subsequent violation.

**19.2** If any provision of these General Purchase Conditions is wholly or partly invalid or annulled, the remaining provisions of these General Purchase Conditions and possibly the remainder of the provision shall remain in force.

#### **Article 20 – Jurisdiction and applicable law**

These General Purchase Conditions and any agreements to which they apply shall be governed and construed under the laws of the country in which the relevant Syngenta company is established. The Vienna Sales Convention shall not apply to these General Purchase Conditions and the agreements concluded by Syngenta and the Vendor. Any disputes relating to these General Purchase Conditions and agreements concluded by Syngenta and the Vendor shall be submitted to the competent court in the place where the relevant business of Syngenta is established. Syngenta is also authorised to submit disputes to the competent court in the place where the Vendor is established.

#### **Article 21 – Freedom of association and collective bargaining**

**21.1** The Vendor acknowledges trade unions acknowledged under local law and collective employee representation for collective bargaining purposes with regard to working conditions and circumstances.

**21.2** Employees or employee representatives of the Vendor shall not be dismissed, discriminated against, harassed, intimidated, or punished for exercising their legitimate right to associate and to bargain collectively.

#### **Article 22 – Working hours / Salary and Benefits / Employment Conditions**

**22.1** The ordinary working hours of employees of the Vendor may not exceed the limit defined under local laws or the IAO standards, namely a maximum of 48 hours per week. Any additional hours worked (overtime) must be worked on a voluntary basis and those who work agreed hours overtime shall be rewarded in accordance with the local legislation or ILO standards.

**22.2** All employees of the Vendor must receive a salary equal to or higher than the national minimum wage.

**22.3** The Vendor shall ensure that all employees work in a safe environment in and on all the buildings and premises under the supervision of the Vendor.

**22.4** The Vendor shall comply with all the applicable environmental regulations, duties and laws that apply to the activities in and on the buildings and premises of the Vendor.

#### **Article 23 – Child labour**

The Vendor shall not use any child labour. The term child labour means any work and activities that obstruct the full-time education of children and / or which are psychologically, physically, socially or ethically dangerous and harmful to children. Furthermore, the Vendor shall not employ any children younger than the legal minimum age for participation in the labour market and shall not employ children to perform hazardous work.

#### **Article 24 – Discrimination**

The Vendor shall ensure that decisions with regard to hiring, appointments, rewards, promotions, training and punishment in the company of the Vendor are in accordance with local laws and are not made on the basis of gender, age, nationality, ethnicity, origin, colour, creed, social status, language, disability, membership of an organisation, opinions,

health, marital status, motherhood, sexual orientation, or civil, social and politically distinguishing characteristics of the employee. In some countries these principles may be adjusted through national legislation for the purpose of positive discrimination.

**Article 25 – Illegal, forced, compulsory labour and slavery**

The Vendor shall not use or benefit from any form of illegal employment whatsoever, including illegal migrant workers, nor shall the Vendor use or benefit from any form of forced, compulsory and / or slave labour whatsoever.

**Article 26 – Protection of personal data**

In the performance of any Order or Agreement between Vendor and Syngenta, 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 article, 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.

**Article 27 – Availability of these conditions**

These General Purchase Conditions are available on <https://www.syngenta.com/en/company/supplier-terms-and-conditions>