

## GENERAL CONDITIONS OF PURCHASE – Syngenta France SA

Country: France

version: V.3, effective Date – 11/07/2023

Syngenta is committed to conducting its activities with the highest standards of ethics and integrity. By accepting this order, the Supplier confirms that they have read the full version of "Syngenta Supplier Code of Conduct". The full version can be found on the Internet ([www.Supplier Code of Conduct.com](http://www.Supplier Code of Conduct.com))

### **Article 1 – SCOPE**

1.1 These general conditions of purchase (hereinafter referred to as "GCP") apply to all orders (hereinafter referred to as "Order(s)") placed by Syngenta France SA (hereinafter referred to as "Syngenta"), whether for a purchase, the rental of goods or the performance of a service, with suppliers and/or service providers (hereinafter referred to as "Supplier(s)"). In the event of a difference between the GCP and the terms of the contract that the Order is subject to (hereinafter the "Contract"), the terms of the Contract prevail.

1.2 These GCP are applicable from the acceptance of the Order under the conditions set out in Article 2.

1.3 Syngenta reserves the right to modify these GCP and must notify the Supplier in writing of modifications within in a timely manner.

### **Article 2 – ACCEPTANCE OF ORDERS**

The acceptance of Orders implies the recognition and acceptance of Syngenta's GCP notwithstanding any conditions of sale contrary thereto, including trade union conditions.

The Syngenta conditions of purchase include both the GCP and the specific conditions mentioned on the Order and/or in the Contract.

Consequently, the Supplier may not avail itself of, or claim in any capacity whatsoever, any contradictory provisions that may appear in printed or handwritten form in its own documents (price list, quotation, delivery note etc.) or in its general conditions of sale, unless Syngenta provides prior written acceptance. Syngenta notifies the Supplier in writing of a purchase order modification by sending an amendment to the Supplier.

### **Article 3 – ADVERTISING**

Unless there is prior agreement from Syngenta, the Supplier cannot advertise, in any way whatsoever, either the fact that it has supplied Syngenta or that it has undertaken to supply Syngenta with goods and/or equipment (hereinafter "Goods") and/or services that are the subject of the Order, or generally about its business relationship with Syngenta, its secondary establishments or Syngenta's various brands.

### **Article 4 – STUDIES AND PROJECTS – SAMPLES AND DOCUMENTS**

The Supplier must only use verbal or written data or information that it obtains from Syngenta for the exclusive purposes of Order fulfilment. All such data or information remains the property of Syngenta; at Syngenta's request, it must be immediately returned to Syngenta, provided that it exists in written form, as well as any copies made thereof. The Supplier cannot disclose such data or information to a third party without the prior written agreement of Syngenta. Syngenta undertakes not to share, without the written authorisation of the Supplier, any studies, projects, samples or documents that it may receive from the Supplier. In any case, the Supplier waives the right to request reimbursement of costs incurred by the studies or projects carried out for Syngenta and to request documents and samples given to Syngenta.

### **Article 5 – STATUS OF EQUIPMENT LOANED BY SYNGENTA**

Prototypes, tools, dies, moulds, gauges, plans or other equipment used specifically to fulfil an Order are and remain the exclusive property of Syngenta. They are entrusted to the Supplier as a loan. The Supplier must return them, at its expense and at any time upon simple request from Syngenta, without being able to claim compensation. The Supplier must only use this equipment for Order fulfilment.

### **Article 6 – TRANSPORT – SHIPMENT AND PACKAGING**

Unless otherwise stated, the prices indicated on the purchase orders are for the Goods delivered inclusive of shipping and packaging and insured for the value invoiced up to the delivery location indicated. The

applicable Incoterm for the sale of the Goods is delivered duty paid (DDP) (Incoterms 2020) regardless of the mode of transport used and unless otherwise agreed between the Parties. The Supplier remains responsible to Syngenta for the condition of the Goods ordered and for any damage caused by them until receipt by Syngenta. The Supplier must provide sufficient packaging so that the Goods can bear the normal risks of carriage. Shipments made from abroad to France must be accompanied by invoices, certificates and documents, the number and nature of which are specified by Syngenta's Purchasing Department based on the country and laws that govern them. All packages must clearly display the purchase order number. Packaging used to transport Goods delivered to Syngenta only remains the property of the Supplier if agreed in writing and in advance with Syngenta. Packaging belonging to Syngenta and given to the Supplier remains the property of Syngenta.

### **Article 7 – PRICES AND TAXES**

7.1 The prices at which Syngenta places Orders are fixed and not revisable, unless otherwise agreed in writing between the Parties. No price increases are accepted without the prior written consent of Syngenta's Purchasing Department and prior to any delivery. Unless otherwise agreed in writing by the Parties, Syngenta refuses any title retention clause for the Goods that are the subject of the Order.

7.2 Unless otherwise stated, all duties and taxes, other than value-added tax (VAT), legally applicable to the Order or the Goods or services subject to the Order are the responsibility of the Supplier.

### **Article 8 – DELIVERY TIMES**

Unless otherwise stated, the delivery times refer to Goods delivered to the delivery location shown on the Order. They must be rigorously observed, and Orders not fulfilled within the set delivery times may be cancelled without compensation at Syngenta's discretion on simple notice by registered letter without prejudice to the damages that Syngenta would be entitled to claim. Advance deliveries are only accepted after Syngenta's prior written agreement; however, payment is only due on the contractual delivery date initially scheduled. Goods delivered before the set delivery times and without prior agreement from the Purchasing Department may be returned at the expense of the Supplier.

### **Article 9 – ACCEPTANCE OF GOODS**

Unless otherwise stated or notified in writing by the Supplier, acceptance takes place at Syngenta sites (even if the Goods are invoiced "ex works") from 8 am to 12 pm and 1:30 pm to 4 pm on working days, excluding Saturdays. No Goods are accepted outside these hours. Upon delivery, Syngenta checks the condition of the packages.

9.1 Quantity: upon delivery of the Goods, Syngenta checks the package(s) or the quantities against the Supplier's delivery note. This note, which must accompany the Goods, also states the Order number (in the absence of an Order, the name of the Order's recipient), the number and name of the items.

The reference number on this note also appears on the corresponding invoice. In the absence of this note, only the quantity recognised by Syngenta is taken into account when invoices are paid, unless Syngenta preferred to refuse delivery.

9.2 Quality: The Goods delivered or the services performed must strictly comply with the terms of the Order.

Syngenta reserves the right to perform quality checks within a reasonable time after delivery.

Handling of non-compliance: the qualitative and quantitative acceptance by Syngenta of the delivered Goods is only final after verification and checks in Syngenta's establishments; the signature or discharge stamp on delivery notes cannot be considered as an agreement and a final acceptance on Syngenta's part. If delivered Goods do not comply with specifications or are damaged, Syngenta may, within a reasonable time after delivery, (i) return them to the Supplier at the Supplier's expense and risk, and the Supplier must bear the costs of sending Syngenta a compliant delivery within the time frames agreed with

Syngenta, or (ii) accept the non-compliant Order by applying a price reduction that must be agreed in advance with the Supplier or (iii) in

the case of Orders that provide for successive deliveries, Syngenta may cancel the Order by sending a registered letter to the Supplier, without Syngenta being liable for compensation.

The Supplier may not, without Syngenta's prior written consent, relinquish for the benefit of third parties Goods refused by Syngenta due to non-compliance, nor use them directly or indirectly for its own benefit.

#### **Article 10 – GUARANTEES**

10.1 The Supplier guarantees that all Goods delivered or services provided are suitable for the use for which they are intended, this use having been indicated to the Supplier or having arisen from the nature of the Goods or services.

The Supplier also guarantees that the Goods are of good quality and manufactured and executed in accordance with standard practices and official standards and that these Goods and services are free from any design or performance defects.

The Supplier guarantees Syngenta for consequences of any action taken by third parties that claim industrial property rights or intellectual property rights for the Goods delivered or the services performed.

10.2 The Supplier undertakes to take out, from an insurance company that is known to be solvent, professional liability insurance against harmful consequences that Syngenta may suffer in the event of negligence or omissions by the Supplier or its employees or the third parties referred to in Article 11, as a result of Syngenta's use of the purchased Goods and/or as a result of the performance of services provided. At Syngenta's request, the Supplier must provide proof, at its expense, of such insurance.

#### **Article 11 – PERFORMANCE AND RECEIPT OF SERVICES AT SITES**

11.1 Compliant performance. When the Order includes installation, set-up, assembly, commissioning or other services (hereinafter referred to as "Services"), its performance by the Supplier takes place entirely under the responsibility of the Supplier, even in cases in which the Supplier entrusts the performance of these Services to third parties, in accordance with the provisions of Article 13 below. The Supplier agrees to perform these Services in accordance with the Contact concluded with Syngenta and the specifications provided by Syngenta. The Supplier takes or ensures that all necessary measures are taken, in accordance with legal provisions and the requirements in force at the place where the Services are provided. The Supplier is liable for personal injury and property damage resulting from its Services.

Syngenta reserves the right to perform all checks on the progress of the performance of services before their full completion (hereinafter the "Acceptance") on the date agreed by the Parties.

11.2 Receipt of services by Syngenta. Syngenta reserves the right to refuse the Services (i) in the event of material non-compliance of the Services compared to the Order, or (ii) in the event of non-compliance with the completion deadlines provided for in the Order.

11.3 Liability. The Supplier is liable to Syngenta for direct and indirect personal injury and property damage resulting from non-compliant performance of the Services caused by the Supplier itself, its employees or third parties engaged to perform the Services for Syngenta.

11.4 Legal compliance.

The Supplier undertakes not to resort to clandestine work for the performance of its Services and vouches for all third parties that act on its behalf; in addition, it undertakes to reimburse Syngenta for any direct or indirect amount that it may incur due to non-compliance with regulations in force; notwithstanding the fact that any breach of this obligation is cause for automatic termination of the Order, rights are also fully reserved to seek damages in reparation for any harm Syngenta may suffer. The Supplier also undertakes not to use child labour.

#### **Article 12 – PAYMENT TERMS**

The payment terms are those indicated on the Order. In accordance with applicable law on the subject, invoices must be created as soon as the delivery/service is performed and sent to the billing address stated on the purchase order. Sending invoices electronically is preferred in accordance with the terms specified by Syngenta; if this is not possible, they are sent as a paper version, in a single copy, by post. Invoices must include the purchase order number and delivery note number(s), as well as the name of the contact at Syngenta. The amount of VAT applicable must be clearly specified on invoices.

#### **Article 13 – TRANSFER**

Unless otherwise stated, the Supplier may not transfer to third parties or associated companies all or part of the Order to which these GCP apply.

#### **Article 14 – ACCEPTANCE OF GIFTS**

To maintain indisputably impartial and loyal relations between Syngenta and its current or potential suppliers, it is expressly agreed that no gifts or bonuses can be given, in any form whatsoever, to a Syngenta employee or a member of their family, subject to immediate automatic termination of contracts and/or business relations.

#### **Article 15 – SEVERABILITY**

If one of the clauses of these GCP is declared null or unenforceable by final court decision, the other clauses of these conditions retain their full value and are not affected by this decision.

#### **Article 16 – WAIVER**

The fact that Syngenta does not invoke at a given moment any one of the provisions of these GCP cannot be construed as a waiver of any subsequent use of any one of the said provisions.

#### **Article 17 – GOVERNING LAW AND JURISDICTION**

French law applies to the interpretation and execution of these GCP, and unless otherwise stated, to Orders. In the event of disputes relating to Orders and the interpretation of these GCP, the Commercial Court of Toulouse has sole jurisdiction to the exclusion of any other jurisdiction designated by the Supplier.

Syngenta France SA – 1228, Chemin de l'Hobit 31790 Saint-Sauveur, France – Tel.: +33 (0)5 62 79 98 00; Fax: +33 (0)5 62 79 99 90  
SA (*Société Anonyme* – Joint Stock Company) with a capital of €101 075 884 – RCS (*Registre du Commerce et des Sociétés* – company and trade register) – RSAC (*Registre Spécial des Agents Commerciaux* – special register of commercial agents) Toulouse 443 716 832  
Intra-community VAT number: FR 11 443 716 832

Approval No. MP02249: Distribution and use of plant protection products  
syngentagroup.com