

Zeraim Gedera

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(<http://www.compliance.syngenta.com>)

1. Scope / Subject matter of contract

1.1. These "General terms and conditions for the purchase of goods and services" ("GT&C Purchase") apply to purchase orders and contracts concluded between the supplier ("supplier") and Zeraim Gedera, on its own behalf and/or for other Zeraim Gedera companies ("Zeraim Gedera"), unless otherwise stipulated in the individual purchase order or contract. Work contracts shall be governed by the "GT&C for contract to produce a work".

2. Elements of the contract

2.1. All elements of the contract are listed in the particular purchase order or contract. The provisions of the particular order or contract shall prevail over these GT&C Purchase.

2.2. Conditions which differ from, or are additional to the purchase order or contract conditions, in particular also the general terms and conditions of the supplier indicated on the purchase order confirmation or invoice, are applicable only to the extent that this has been specifically agreed to in writing by Zeraim Gedera.

2.3. Unless otherwise agreed in writing in respect of the purpose of the purchase order, a purchase order is binding on Zeraim Gedera only if it has been placed or confirmed in writing by Zeraim Gedera. A contract based on a purchase order is deemed to have been concluded as soon as the supplier, after receiving a purchase order from Zeraim Gedera, has confirmed it or executes the purchase order or provides a service in relation to that purchase order.

2.4. Even if individual parts of the purchase order or contract become legally invalid, the remainder is still valid in law. In respect of the invalid parts, the parties hereby agree to achieve the desired

purpose as far as possible and under consideration of the relevant statutory provisions.

2.5. If the supplier deviates from the purchase order in any confirmation letter, he is obliged to point this out to Zeraim Gedera. These changes are valid only to the extent that Zeraim Gedera has given its specific consent to them in writing.

3. Pricing

3.1. The price stated in an offer or in an order is regarded as a fixed flat-rate price which constitutes full remuneration for the subject of the order and for all the costs and ancillary services provided by the supplier, such as authorizations, customs duties, taxes [excluding value added tax], insurance, packaging, transport, delivery, expenses and assembly with a functional check or commissioning.

3.2. The prices and/or discount conditions agreed in writing in a contract are to be understood as minimum conditions from which a deviation is only possible in favour of Zeraim Gedera in the case of call-off orders.

4. Invoicing / Payment terms

4.1. Unless otherwise agreed, after effecting delivery, the supplier will send for each purchase order a detailed separate invoice for his services to the billing address stated in the purchase order. The invoice must clearly show the price of the individual items, supplements and discounts, the date on which delivery was made or the period during which the services were provided as well as, in separate, the amount of value added tax. For services provided on site, a work report with approval signing by Zeraim Gedera must likewise be enclosed with the invoice. The purchase order number must be stated on all documents.

4.2. Payment terms will be as stated on the purchase order

5. Order placement/Product information/Performance

5.1. The delivery is to be made on the delivery date stated in the order. If the supplier fails to respect the date, he shall, from that date onwards, be considered as being in delay. If the supplier has reason to assume that the delivery cannot be completed in whole or in part on time,

this must be notified immediately to Zeraim Gedera, indicating the reasons and the presumed length of the delay, together with a written documentation if so requested by Zeraim Gedera.

5.2. Partial deliveries are permitted only if that has been so agreed.

5.3. Incorrect deliveries and incorrect purchase orders are to be taken back by the supplier in the original package. The costs of an incorrect delivery shall be borne by the supplier, whereas the costs of taking back because of an incorrect purchase order shall be borne by Zeraim Gedera.

5.4. Product information and documentation:

The supplier is required to make available to Zeraim Gedera all the documentation needed for, and appropriate to, the correct use of the products, such as the operating instruction or instruction manual.

All the relevant documents must be made available no later than at the time when the product is handed over or accepted, unless in cases where the documentation is already required before then by Zeraim Gedera.

All costs of the documentation to be provided by the supplier are included in the contractually agreed price and are therefore payable by the supplier.

5.5. Electronic product catalogue / Marketplace

5.6. If an electronic product catalogue has been agreed with the supplier, he must make this catalogue available either to Zeraim Gedera in compliance with Zeraim Gedera's own criteria or to a third party entrusted by Zeraim Gedera with the task of compiling the catalogue. Responsibility for accuracy, topicality and completeness of the electronic product catalogue shall rest with the supplier. However, Zeraim Gedera shall be entitled to check the product catalogue at any time for accuracy and completeness.

The supplier bears the sole responsibility for his communication with the marketplace or catalogue provider.

6. Amendments

Amendment to the purchase order

and/or contract and to supplementary agreements must be made in writing and duly signed by both parties.

7. 7. Warranty / Ownership

7.1. Due diligence:

The supplier is required to perform of all services by trained professionals who must practice due care and attention.

7.2. Warranty:

The supplier guarantees for careful and contractual performance of delivery and in particular for compliance with the stipulated specifications, all relevant statutory provisions and standards and also for respecting the state of the art.

The supplier is likewise liable to Zeraim Gedera for ensuring that goods delivered or the outcomes of the services are free from defects in materials and workmanship and that no rights of third parties have been breached and shall indemnify Zeraim Gedera from all claims by third parties. The warranty given by the supplier likewise extends to subcontractors.

7.3. Passing of risk:

Unless otherwise agreed in the purchase order or contract, the passing of risk shall take place, in the case of the delivery of goods, at the address for delivery stated in the order. Shipments shall be carried at the risk of the supplier.

7.4. Transfer of ownership:

Unless otherwise stipulated in the purchase order or contract, ownership shall be transferred to Zeraim Gedera when the goods are handed over to Zeraim Gedera at the stated address for delivery. Zeraim Gedera acquires ownership of the outcomes of the services produced in relation with the purchase order, including any intellectual property rights.

7.5. Period of warranty and statute of limitation:

Unless otherwise agreed in the purchase order or contract, the warranty period shall be two years in the case of the delivery of goods without installation from the time at which risks are transferred and, in the case of the delivery of goods with installation, from the completion of installation with readiness for use by Zeraim Gedera.

Defects which occur during the warranty period shall be reported by Zeraim

Gedera to the supplier without undue delay.

In the context of the warranty, Zeraim Gedera may, at its own discretion, rescind the contract, reduce the purchase price or request rework or replacement delivery with goods which are free from defects. This shall have no effect on any claims for damages of Zeraim Gedera.

If the supplier fails to remedy the defects within the time limit set by Zeraim Gedera or if the replacement delivery proves to be defective, Zeraim Gedera may continue to enforce all its rights in respect of defects.

The supplier provides the same warranty for repairs and possible replacements as he provides for the goods and/or services themselves.

Before the expiry of the warranty period, the parties shall make a written record of any defects to safeguard the warranty.

After the expiry of the warranty period, the supplier shall continue to be liable for concealed defects. A complaint in respect of such defects must be made as soon as they are detected.

The rights of Zeraim Gedera in respect of concealed defects shall become time-barred after five years; in the case of goods deliveries without installation starting from the date on which risk is passed, and in the case of goods deliveries with installation starting from the completion of installation and readiness for use by Zeraim Gedera.

7.6. Works under warranty:

If Zeraim Gedera opts for rework, the supplier must, as soon as the warranty case is drawn to his attention, remedy the defect at his own expense or supply an appropriate replacement without delay. If the defect is to be remedied, the supplier shall, at Zeraim Gedera's request, make a suitable replacement available for the period required to remedy the defect. The supplier shall pay the resulting costs. Zeraim Gedera is entitled to repair the defect to which the complaint refers itself at the expense of the supplier or to arrange for this to be done by a third party if the supplier fails to remedy the defect in question within the stipulated time limit or if he declines to effect the rework or is

unable to do so.

In the event of rework, a time limit for remedying the defect may be imposed on the supplier by Zeraim Gedera. If the defect has not yet been repaired on the expiry of that period, said defect shall be regarded as impossible to be repaired.

If repairs are necessary, and the defect has not been remedied or has only been inadequately remedied within the stipulated period, or if the defect cannot be repaired and no appropriate replacement can be made available by the supplier, Zeraim Gedera may withdraw from the contract without notice. In that case the supplier shall be liable for all incurred losses, damages and other costs pursuant to the provisions of the Swiss code of obligations.

8. Liability / Insurances

The supplier is liable to Zeraim Gedera without limitation for personal injury and material damage. The liability for financial losses is unlimited if not otherwise stipulated in the contract.

The supplier must take out an operational and product liability insurance to cover his liability in civil law. The respective insurance certificate stating the insured sum must be produced, at the request of Zeraim Gedera or may be requested at any time at a later date by Zeraim Gedera.

If an assembly of the goods is stipulated, the supplier must take out appropriate insurance against all risks, in particular those of personal injury and material damage. If the installation work is performed by a subcontractor, the supplier must ensure that the latter is covered to the same extent as if he were to perform the assembly work himself.

9. General provisions

9.1. Confidentiality:

Information made available to the supplier by Zeraim Gedera for the purpose of performance of the contract may only be used by the supplier for such performance of the contract and may not be used for other purposes, duplicated or made available to third parties. All information about Zeraim Gedera which the supplier receives verbally, in writing or by electronic means, is subject to an obligation of confidentiality on the part of the supplier to the extent that such

information was not already in the public domain or became known without breach of the confidentiality obligation. The supplier must likewise ensure that his representatives and subcontractors treat information about Zeraim Gedera in confidence. In the event of presence on site, the confidentiality provisions set out in the relevant site policies shall likewise apply.

9.2. Data protection

The supplier allows Zeraim Gedera and third parties retained by the latter to process its data both in Israel and abroad. Zeraim Gedera allows the supplier to process its data in Israel. Disclosure of such data to third parties and/or its transfer abroad requires the prior written consent of Zeraim Gedera.

9.3. Subcontractors:

Zeraim Gedera may, at any time, ask for particular subcontractors to be consulted for the performance of the contract or to be excluded from such performance.

The supplier shall be liable for subcontractors to the same extent as if he had acted himself. The supplier shall, in addition, include in the contract with the sub- contractors the provisions of the purchase order or contract and these GT&C Purchase which are necessary to safeguard the interests of Zeraim Gedera, in particular the provisions concerning the confidentiality obligations and the rights of third parties, together with provisions of environmental law and working conditions pursuant to Section 9. 8.

9.4 Assignment

The supplier may not assign the contract or the performance of a purchase order to a third party in whole or in part without the prior written consent of Zeraim Gedera.

9.5 Premature termination of the contract:

If important reasons for doing so exist, Zeraim Gedera is entitled to withdraw from the purchase order or contract. Important reasons include, but are not limited to, in particular. (i) insolvency or inability to act which has already occurred or is likely to occur on the part of the supplier, (ii) self-inflicted impossibility of performance with regard to a timely and contractual delivery and transfer of

ownership of the goods to Zeraim Gedera, and (iii) other serious or repeated breaches of the contractual obligations of the supplier. Important reasons likewise include suspensions of the project or of parts thereof initiated by Zeraim Gedera. In the event of premature termination of the contract by Zeraim Gedera because of a suspension of the project or of parts thereof, the supplier shall be entitled to reimbursement of costs effectively incurred and proven by him until such point in time as the notice of suspension is received. Any exceeding claims shall be excluded.

If important reasons occur, the supplier is entitled to stop the works and/or to withdraw from the purchase order or the contract. Such important reasons include, in particular, (i) insolvency or inability to act which has already occurred or is likely to occur on the part of Zeraim Gedera, (ii) continuous arrears of payment, and (iii) other serious and repeated breaches of the contractual obligations by Zeraim Gedera. If the supplier stops the works for important reasons, he must resume them immediately at the request of Zeraim Gedera if such reasons cease to exist or if Zeraim Gedera provides adequate securities.

Withdrawal from the contract for important reasons must be notified in writing 20 days in advance, stating the reasons.

Any breach of Section 9.8 constitutes an important reason within the meaning of this section.

9.6 Safety requirements:

The supplier is responsible for the safety of persons and the property of Zeraim Gedera and third parties and shall, in particular, comply with the relevant safety, health and environmental protection provisions. The supplier, together with subcontractors used by him, must respect all the safety and security provisions which apply on the Zeraim Gedera site.

9.7 Official permits:

Where official permits are needed for performance of the contract, the supplier must obtain them in due time at his own expense.

9.8 Conditions of work:

With the acceptance of the purchase

order or the provision of a service relating to this purchase order, the supplier undertakes to make sure that his staff employed on a Zeraim Gedera site in Israel is in possession of a valid work permit for working in Israel.

The supplier must provide a safe working environment for his employees in which the risk of accidents and damage to health is minimized.

The supplier respects the right of his employees to join a trade union or other staff representation. The supplier undertakes not to employ forced labourer or children and to make sure that the working hours of his employees do not exceed the number permitted by law. The supplier undertakes to respect the minimum wage rates and not to apply any form of discrimination on grounds of personal characteristics such as race, gender and religion and not to tolerate any such discrimination on the part of his employees.

The supplier must comply with the statutory provisions and instructions given by the authorities which are applicable at the place where the work is performed. This applies, in particular, to provisions and instructions under environmental law.

9.9 Site policies:

The provisions of the applicable Zeraim Gedera site policies are to be respected. If the supplier does not have a copy of the applicable site policies, he must ask Zeraim Gedera to provide the document(s). The supplier undertakes to make sure that the above policies are likewise respected by his subcontractors.

9.10 References:

The supplier may not use trademarks, trade names or other designations of Zeraim Gedera without the prior written consent of Zeraim Gedera in any advertising or in his publications.

9.11 Market changes:

Should the market conditions change during the term of the contract becoming more favourable, Zeraim Gedera shall be actively informed of that fact by the supplier and shall benefit from an appropriate participation in these more favourable conditions.

9.12 Applicable law:

These GT&C Purchase as well as purchase orders and contracts shall be governed exclusively by Swiss law: except for the conflicts of laws provisions thereof ("Internationales Privatrecht") and except for the UN Convention on Contracts for the International Sale of Goods (CISG).

The parties shall use their best endeavours to settle any disputes concerning the formation, interpretation and performance of the purchase order and contract by way of negotiation.

Tel-Aviv-City shall be the exclusive place of jurisdiction.

Syngenta

Further copies are available from:

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