

Standard Terms And Conditions for the purchase of goods and services for Denmark / Maribo Seed International ApS

1. Interpretation and Definitions

1.1 In these Conditions:

'BUYER' means Syngenta entity represented by a duly authorized representative.
 'CONDITIONS' means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special term and conditions set forth in the Order and any applicable Specification or Writing pursuant to Clause 3.1 (ii) and (iii), respectively
 'CONTRACT' means each Order together with these Conditions
 'DELIVERY ADDRESS' means the address stated on the Order
 'GOODS' means the goods (if any, including any instalment of any goods or any part of them) described in the Order
 'ORDER' means the Buyer's purchase order to which these Conditions are annexed and any order that includes the delivery of Goods and/or the performance of Services in several instalments or phases shall be deemed a single order
 'PRICE' means the price of the Goods and/or the charge for the Services
 'PARTY' means Seller and / or Buyer.
 'SELLER' means the person so described in the Order
 'SERVICES' means the services (if any) described in the Order
 'SPECIFICATION' includes any plans, drawings, data or other information relating to the Goods or Services
 'WRITING' includes but is not limited to facsimile transmission and comparable means of communication.

2. Basis of Purchase

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services from the Seller subject to these Conditions.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms or conditions (1) on which any quotation has been given to the Buyer by the Seller or its agent or employee or (2) subject to which the Order is accepted or purported to be accepted by the Seller its agent, or employee.

2.3 The Order will be deemed unconditionally accepted by the Seller unless Seller notifies Buyer otherwise in writing within 7 days of its receipt date.

2.4 No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorized representatives of the Buyer and the Seller.

3. Specification

3.1 The quantity, quality and description of the Goods and/or the Services shall, subject as provided in these Conditions, be (i) as specified in the Order, (ii) as specified in any applicable Specification supplied by the Buyer to the Seller or prepared by the Seller and agreed to by Buyer in Writing (iii) as otherwise approved in Writing by the Buyer subsequent to the placement of the Order, whichever is applicable.

3.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required by law or for the purpose of the Contract.

3.3 The Seller shall comply with all applicable laws, regulations, and legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and/or the performance of the Services.

3.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to delivery, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.

3.5 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract and the Buyer so informs the Seller within 14 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance. The Seller's failure in such compliance shall entitle the Buyer to terminate the Contract.

3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4. Price of the Goods and Services

4.1 The Price of the Goods and/or the Services shall be as stated in the Order and, unless otherwise so stated, shall be inclusive of all packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies.

4.2 No increase in the Price may be made without the prior consent of the Buyer in Writing.

5. Terms of Payment

5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order or other agreed reference.

5.2 Unless otherwise stated in the Order, the Buyer shall settle the invoice after proper acceptance of the goods / services, within 30 days after the day of the invoice. If delivery is made before the agreed delivery time payment will be made 30 days after agreed delivery date, unless otherwise agreed.

5.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6. Delivery

6.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.

6.2 Unless otherwise agreed, all deliveries shall be made DDP (Incoterms 2000) destination.

6.2 The date of delivery of the Goods or of performance of the Services may be specified after the placement of Order, in which case Buyer shall give the Seller reasonable notice of the specified date.

6.3 If the Seller or the Buyer fails to carry out its obligations, the other Party shall be entitled to terminate this Contract early and to recover damages from the Party in default.

6.3.1. If the delivery period is exceeded for period of up to 5 days, the Seller shall pay to the Buyer a penalty amounting to 5% of the value set forth in the Order hereto.

6.3.2. Exceeding of the delivery terms of the Products of the Contract on more than 5 days (in case such exceeding was not agreed with the Buyer) constitutes a significant violation of the terms of the Contract. Therefore, the Parties agree that Buyer is entitled to refuse the acceptance of and the payment for the Goods and / or charge additional penalty amounting to 5% of the Goods' and/or Services' value on top of penalties mentioned in clause 6.3.1 of the Order at his own discretion.

6.4 A delivery note quoting the number of the Order and the necessary documents must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them for visible and obvious defects following delivery but in any case not less than 30 days after delivery; provided, however, that any such acceptance by Buyer shall not impair Buyer's rights nor diminish Seller's obligations under the warranty and indemnity provisions of Clause 8 with respect to any other defect (latent or otherwise).

6.9 Rules for quantity deviances:

6.9.1 If less than the quantity of Goods specified in the Order or otherwise agreed is delivered, the Buyer shall be entitled to:

- (a) demand immediate delivery of the outstanding quantity of Goods or
- (b) accept a portion thereof and/or reject future delivery of the outstanding Goods or
- (c) accept portion thereof and reduce the Price accordingly for any outstanding quantity rejected.

6.9.2 If more than the quantity of Goods specified in the Order or otherwise agreed is delivered, the Buyer shall be entitled to:

- (a) reject such oversupply and charge the Seller, including by set-off against payment of the Price, its cost of storage, handling and re-delivery to the Seller of such oversupply, and/or
- (b) accept such oversupply or any portion thereof and pay that portion of the Price equal to the oversupply in proportion to the quantity of Goods ordered or otherwise agreed.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods (excluding any damage or loss caused by any defect in the Goods existing prior to completion of delivery) shall pass to the Buyer upon acceptance of the Goods by the Buyer in accordance with the Contract.

7.2 Title to the Goods shall pass to the Buyer when the Goods are made available to Buyer or the carrier at the Seller's place of shipment, unless payment for the Goods is made prior to shipment or delivery, in which case title to the Goods shall pass to the Buyer upon payment.

8. Warranties and liability

8.1 The Seller warrants to the Buyer that the Goods are under warranty for a period of 12 months from the date of delivery unless otherwise agreed by the Buyer.

8.2 Seller shall defend, indemnify and hold Buyer harmless against all damages, claims, liabilities and/or expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods purchased hereunder, from any act or omission of Seller, its employees, agents or subcontractors, or from Seller's breach of any warranty as provided herein or otherwise provided by law. Seller shall maintain comprehensive liability insurance, including products liability coverage, contractual liability and broad form vendor's covering Seller's obligations under this Order, such insurance to have aggregate limits of at least contract or order value and to be with an insurance carrier reasonably satisfactory to Buyer. Seller shall furnish certificates of insurance evidencing such coverage to Buyer at Buyer's request.

8.3 Force Majeure: neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control:

- Act of God, explosion, flood, tempest, fire or accident;
- War or threat of war, sabotage, insurrection, civil disturbance or requisition
- Import or export regulations or embargoes;
- Strikes, lockouts or other industrial actions or trade disputes

9. Termination

9.1 The Buyer shall be entitled to cancel any Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller any cost actually incurred to date by Seller due to Buyer's placement of such Order; provided, however, that such cost is properly documented in writing by paid receipts or the like to Buyer's reasonable satisfaction.

10. General

10.1 The Contract is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract without the prior written consent of the Buyer.

10.2 With the consent of Seller, which shall not be unreasonably withheld, Buyer may, at its option, either terminate or assign a portion or all of this Order in the event of a sale, transfer, or other disposition of any operating unit or business of Buyer participating in this Order, provided that such termination or assignment shall relate only to the requirements of such operating unit or business. In the event of assignment, Seller agrees that Buyer shall have no further obligations with respect to the assigned portion of the Order after the date of such assignment.

10.3 Any notice required or permitted to be given by either party to the other under the Contract shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.4 Seller shall consider all information furnished by Buyer, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this Order, unless Seller obtains written permission from Buyer. At any time upon Buyer's request, Seller shall promptly return to Buyer all documents or other tangible materials containing and/or embodying any of the confidential information, and shall certify that all such confidential information has been returned to Buyer or disposed of in a manner approved by Buyer. Buyer does not wish to receive any confidential information from Seller, for which reason any information or disclosure shall be provided to Buyer on a non-confidential basis.

10.5 If the Seller undertakes any design or development work for the Buyer all intellectual property rights, including trademarks, copyright, patent and design rights shall belong to, and automatically vest in the Buyer and the Seller will, at the request of and at the expense of the Buyer, execute such confirmatory assignments as the Buyer shall require

10.6 This Order shall be governed and construed by the laws of the country in which the respective Syngenta company which has issued the Order has its registered office. Any disputes that cannot be solved through negotiations shall be settled by the competent courts which have the local venue of the respective Syngenta company which has issued the Order.

10.7 This Order, and any documents referred to in the attachment or cover sheet hereof, constitute the entire agreement of the parties, unless there is no other final agreement between the Parties.

10.8 Where this Order is executed in another language in addition to local language of the Buyer, in all circumstances only the local language version of the Order shall be regarded as authoritative.