

GENERAL TERMS AND CONDITIONS FOR CHEMICALS AND PACKAGING

(Effective as of September 2018)

These general terms and conditions for chemicals and packaging ("GTC") apply to **Syngenta Crop Protection AG**, Schwarzwaldallee 215, 4058 Basel, **Syngenta Supply AG**, Schwarzwaldallee 215, 4058 Basel or its Affiliates as set forth in the Order on one side ("Syngenta") and Supplier and their respective Affiliates as indicated in the Order on the other side. The Order includes these GTC by reference.

1. Definitions and Interpretation

"Affiliate(s)" shall mean, with respect to a Party to this Agreement, another legal entity controlling, controlled by or under ultimate common control with such Party. Control shall mean, in this context, that the controlling entity has the power, directly or indirectly by means of voting power, contract or otherwise, to govern the operating and financial policies of the controlled entity;

"Agreement" shall mean these GTC including any and all exhibits and the Order which form an integral part of this Agreement.

"Confidential Information" shall have the meaning assigned to it in Section 8;

"Delivery Date" shall have the meaning assigned to it in Section 6.6;

"Intellectual Property Rights" shall mean all intellectual property rights, including patents, utility models, trade and service marks, trade or business names, domain names, rights in designs, copyrights, moral rights, topography rights, database rights, trade secrets and rights of confidence, know-how, in all cases whether or not registered or registrable in any country, for the full term of such rights including any extension to or renewal of the terms of such rights, rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"Party" and "Parties" shall mean Syngenta and/or Supplier;

"Products" shall mean such products as described in the relevant Order, but in any case all materials and products resulting from or in relation to the products and/or Services to be provided or developed under this Agreement, in particular chemicals or packaging, or otherwise provided by Supplier under this Agreement;

"Pre-Existing Material" shall have the meaning assigned to it in Section 5.5;

"Raw Material" shall mean raw materials which are required for the manufacture of the Product;

"Results" shall have the meaning assigned to it in Section 5.2;

"Service(s)" shall mean any of the services as described in the relevant Order;

"Order" shall mean the document that includes the description of the services and or products to be purchased;

"VAT" shall mean Value Added Tax, Goods and Services Tax or any other similar Sales Tax.

2. Order of Precedence

In the case of any discrepancies, the following order of precedence in descending order shall apply in the interpretation of this Agreement and any Order under it:

- The relevant Order
- These GTC
- Exhibits to the GTC

Conditions which differ from, or are additional to, this Agreement - in particular also the general terms and conditions of the Supplier or of Supplier Affiliate(s) or of any other contracting party - are applicable only to the extent that they have been explicitly agreed in writing by Syngenta.

3. Provision of Products and/or Services

- 3.1. Supplier shall provide the Products and/or Services as described in the relevant Order and in line with the provisions of this Agreement and the Exhibits and as instructed by Syngenta. Where so agreed in the respective Order or applicable, the Acceptance Procedure as per Exhibit D shall apply to the Services and/or Products.
- 3.2. This Agreement does not grant to Supplier any exclusivity with respect to the provision of any Products and/or Services and Supplier agrees and acknowledges that Syngenta may, in its sole discretion, appoint third parties to provide Products or Services or similar Products and/or Services.
- 3.3. Supplier shall periodically inform Syngenta on ways to improve the Products and/or Services. Syngenta shall have the right to periodically audit and or benchmark the Products and/or Services of the Supplier as agreed in this Agreement and / or an Order.
- 3.4. Supplier shall not act on behalf of Syngenta or any of its Affiliates or in any way bind Syngenta or its Affiliates, nor do anything likely to cause Supplier to be taken by third parties as acting as an agent or on behalf of Syngenta or its Affiliates, except with the specific prior written authorization of Syngenta.

4. Remuneration

- 4.1. For the provision of all Products and/or Services in connection with the relevant Order, Syngenta shall pay to the Supplier the charges agreed in the relevant Order.
- 4.2. In addition to the agreed charges, Syngenta shall not reimburse Supplier for any expenses (e.g. for travel and accommodation) unless such expenses has been approved by Syngenta in advance and in writing.
- 4.3. Supplier shall be responsible for all taxes (except VAT), contributions, charges and other public dues levied upon Supplier in connection with the manufacture of the Products and/or performance of Services under the Order hereunder.
- 4.4. The charges under Section 4.1 and the expenses as per Section 4.2 shall be invoiced by Supplier at such dates as the Parties have agreed in the relevant Order. Any invoice for expenses as per Section 4.2 shall be invoiced at cost (net of VAT if such VAT is recoverable by the Supplier), accompanied by such receipts (or copies of receipts, if originals are required to remain with the Supplier due to local in-country accounting requirements) and further details as Syngenta may reasonably request. Where Supplier issues invoices electronically to Syngenta, the procedure set out in Schedule A5 shall apply.
- 4.5. Payment terms will be as stated in the Purchase Order.
- 4.6. All amounts mentioned in this Agreement are exclusive of any VAT, which if applicable, will be added on top of the charges and/or expenses stipulated in this Agreement and/or the relevant Order.
- 4.7. The provision of any Products and/or Services for any Order under this Agreement, where applicable, shall be DAP (as defined in Incoterms 2010) unless otherwise stipulated in the Order.

5. Ownership of Results

- 5.1. Except as expressly stated in the Order nothing contained in this Agreement shall be construed as Syngenta granting Supplier, either expressly or implied, any right or license in Intellectual Property rights belonging to Syngenta or its respective Affiliate.
- 5.2. Unless otherwise explicitly agreed in the Order, any and all studies, analyses, creative materials, reports, inventions, improvements, Intellectual Property Rights, documents, and any other work product generated by Supplier in connection with the provision of Services and/or Products under a particular Order or the Products itself, and all rights thereto (collectively, the "Results"), shall be the exclusive property of Syngenta. Upon request of Syngenta, Supplier shall transfer all such Results to Syngenta free of charge.
- 5.3. To the extent any mandatory legal rules under national or international legal order should provide that any Results made by Supplier belong to Supplier, its employees, agents, contractors or subcontractors, Supplier - unless otherwise explicitly agreed in the Order - undertakes to assign or have assigned and transfer ownership to all such Results exclusively to Syngenta, at no cost to Syngenta, and to execute or have executed such documents and do or have done such other acts as are required therefore.
- 5.4. To the extent an assignment of such Results should not be feasible, Supplier grants Syngenta - except where otherwise explicitly agreed in an Order - a royalty-free, perpetual, exclusive, transferable, sub-licensable, irrevocable and world-wide license to use, copy, modify, distribute, display, broadcast and create derivative works of such Results. Such derivative works will be owned by Syngenta. To the extent necessary for the usage of such derivative works, Supplier hereby grants to Syngenta a royalty-free, perpetual, exclusive, transferable, sub-licensable, irrevocable and world-wide license to use, copy, modify, distribute, display or broadcast such derivative works.
- 5.5. For the avoidance of doubt, the Parties understand that - unless otherwise explicitly agreed in the Order - all intellectual property of Supplier existing as of the date of this Agreement as well as all intellectual property of Supplier amended by Supplier during the term of this Agreement (e.g. methodologies developed or amended by Supplier), which does not constitute Results (collectively, the "Pre-Existing Material"), shall be and remain the sole property of Supplier. As to any Pre-Existing Material of the Supplier, the Supplier grants to Syngenta and Syngenta Affiliate(s) a royalty-free, perpetual, exclusive, transferable, sub-licensable, irrevocable and world-wide license to use, copy, modify, distribute, display, broadcast and create derivative works of such Pre-Existing Material, including the right to have third parties do any of the foregoing, to the extent required for Syngenta's use in the project, of the Results, Products and/or Services.
- 5.6. To the extent the Intellectual Property Rights do not belong to Syngenta, Supplier herewith grants to Syngenta and its Affiliates an unlimited, worldwide, royalty-free, perpetual, sub-licensable licence to use the Products to manufacture intermediate or end-products in the agrochemical field.

6. Warranty and Indemnity

- 6.1. The Supplier warrants and represents that the Products and/or Services will be provided with all due care, skill, judgment and diligence and in a professional manner and in accordance with good industry standards and practices at the time of entering into the respective Order as well as the Supplier's own standards and practices and any additional standards and practices as explicitly agreed in an Order.
- 6.2. Supplier represents and warrants that (i) it is aware of the chemical, physical, toxicological and biological characteristics of the Raw Materials used in the Product as well as of their hazardous potential, (ii) that it possesses the required expertise, facilities, and resources to manufacture the Product and to load, unload, store, label, ship and otherwise handle all Raw Materials as well as the Product, and that it will manufacture the Product and handle all Raw Materials and the Product, in a manner which will not cause personal injury, disease, death or property damage or damage to the environment.

6.3. Supplier further represents and warrants that

- (i) it has obtained and will maintain in effect during 1 year after the delivery all necessary permits, licenses and other authorizations required by law, regulations, orders or any competent authorities etc. in respect of the manufacture, transport and storage of the Product (including licenses to use third parties' Intellectual Property Rights, to the extent applicable),
- (ii) it complies and will comply in all respects with the prevailing laws and regulations,
- (iiia) it complies and will comply in all respects with prevailing laws and regulations on safety, occupational hygiene and environmental protection, including but not limited to the relevant requirements of the Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") and Regulation (EC) No. 1272/2008 on classification, labelling and packaging of substances and mixtures ("CLP"). In relation to REACH, Supplier represents and warrants that the Product, the Raw Materials and the precursors required to manufacture the Product are registered in accordance with or exempted from registration under REACH. In addition, Supplier shall ensure that all obligations of a supplier under REACH (within the meaning of Article 3(32) of REACH) in connection with the delivery of the Product are fulfilled. This includes specifically the coverage of identified uses and applications as made known by Syngenta to the Supplier and immediate notification to Syngenta by the Supplier if any of the Product components includes a substance meeting the criteria set out in Articles 57 and 59 of REACH above 0.1% of weight. The Supplier shall provide Syngenta with a safety data sheet consistent with Article 31 of REACH. The Supplier shall also provide Syngenta with a REACH status statement ("REACH Compliance Declaration") for the Product if the REACH status, particularly in the case of polymers, cannot be explicitly derived from the safety data sheet.
- (iiib) it complies and will comply in all respects with the prevailing laws and regulations on safety, occupational hygiene and environmental protection in the People's Republic of China (PRC), including but not limited to the Measures on Environmental Administration of New Chemical Substances (Order No. 7) of the Ministry of Environmental Protection (MEP) and the Regulations on Safe Management of Hazardous Chemicals (Decree 591) of the state Council of China, in particular but not limited to the respective supporting legislation being inter alia the Measures for the Administration of Registration of Hazardous Chemicals (Order No. 53) from the State Administration of Work Safety (SAWS) and the Measures for Environmental Administration Registration of Hazardous Chemicals (Order no. 22) from MEP. The Supplier shall provide Syngenta with a safety data sheet consistent with Chinese national standards. The Supplier shall also provide Syngenta with a Regulatory Status Statement ("Regulatory Compliance Declaration") for the Product if the status under Order No. 7 or any other subsequent or relevant legislation within the PRC, particularly in the case of polymers, cannot be explicitly derived from the safety data sheet,
- (iv) that it shall provide all current and any new information on the Product immediately to Syngenta that is relevant for safety, occupational hygiene, environmental protection, and classification and labelling purposes, and
- (v) that it shall provide full compositional information on the Product to Syngenta in case this is requested by Syngenta for regulatory submission and compliance purposes.

6.4. Supplier further represents and warrants that all the Product fully complies with the specifications (of the Products and the packaging requirements), are free from cross contamination (i.e. does not contain chemicals not specified in the Specifications at a content which exceeds 1000ppm or which would otherwise prejudice the safety or the efficacy of the Product), the manufacture is state of the art and that all Raw Materials for the Products as well as the Product itself shall not come from a conflict zone or embargoed country nor represent a conflict mineral according to the Rule 13p-1 under the US Securities Exchange Act of 1934 adopted by the Securities and Exchange Commission or similar national legislation.

6.5. Supplier represents and warrants that Supplier and its third party contractors, employees, agents and representatives are fully compliant with all applicable laws and regulations of his country of residence in connection with Supplier's performance under this Agreement as well as the laws and regulations of any other countries or jurisdictions relating to anti-bribery and anti-corruption that are applicable to the transactions contemplated herein (including, but not limited, to the United States Foreign Corrupt Practices Act ("FCPA") or the United Kingdom

Bribery Act 2010) and will remain in compliance with all such laws for the Term of this Agreement. All reasonable and appropriate gifts and entertainment provided by Supplier shall be in line with all applicable laws and regulations and duly declared by Supplier to the authorities.

- 6.6. Supplier agrees to correct, free of charge, and in a reasonable timeline, as defined by Syngenta, any defects notified by Syngenta within 2 (two) years from (i) the date of acceptance of the respective Product and/or Service, or (ii) if the acceptance procedure was not applicable, from the date of the last provision/delivery of a respective Product and/or Service (in case that several Orders are required to provide/deliver a respective Product and/or Service, the last Order shall be relevant to determine the respective date) (such date as per (i) or (ii) hereinafter "Delivery Date"), any defects of the Product and/or in the provision of the Services respectively and which either become apparent to Supplier or which are notified to the Supplier by Syngenta or its respective Affiliate.
- 6.7. After the expiry of the warranty period, Supplier shall continue to be liable for hidden defects. Syngenta shall notify Supplier of any hidden defects promptly after they have been detected. The rights of Syngenta in respect of hidden defects shall become time-barred 5 (five) years after the Delivery Date.
- 6.8. If Supplier is unable to cure any such breach in accordance with Section 6.6, Syngenta shall have at its sole discretion the option, by giving Supplier written notice (including e-mail, fax etc), notwithstanding any other rights or remedies that may be available to Syngenta under the Order or otherwise, to apply one or more of the following remedies as appropriate:
 - a) require the Supplier, at Supplier's cost and expense, to continue to promptly remedy any defect or to re-perform or re-deliver the Products and/or Services giving rise to the breach in an additional deadline;
 - b) Syngenta to remedy any defect or perform any non-conforming Products and/or Services itself or to have them remedied by a third party and at Supplier's cost;
 - c) to request adequate reduction of the remuneration or refund of part of the payments made in consideration of the reduced value of the Products and/or Services due to their defectiveness or to the undue performance of the relating Products and/or Services to be provided under the respective Order.
 - d) In case of material or defects: rescind the respective Order, as a result of which Supplier shall be obliged to promptly reimburse all remuneration already paid by Syngenta;
- 6.9. Supplier warrants that the Results and the Products and/or Services rendered by Supplier are free of third party rights which might exclude or impact their use by Syngenta.
- 6.10. Supplier shall indemnify and hold harmless, including payment of all damages, costs, expenses (including reasonable court and attorney charges) and losses, howsoever arising incurred by Syngenta to the extent any third party alleges that any of the Products and/or Services infringes any of its Intellectual Property Rights (a "Claim"), provided that: (i) Supplier is given written notice of the Claim, (ii) Supplier is given all reasonable information and assistance from Syngenta, which Supplier may require to defend the Claim, (iii) Supplier is, to the extent permissible by law, given sole control of the defence of the Claim, and all negotiations for its settlement or compromise thereof; and (iv) the alleged infringement does not result exclusively from any non-permitted uses, alterations, modifications or enhancements carried out by Syngenta or on its behalf by a third party. If such Claim has occurred, or in Supplier's opinion is likely to occur, Syngenta agrees to permit Supplier, at Supplier's sole option and expense, either to procure for Syngenta the right to continue using the Services and/or Products or to replace or modify the same so that it becomes non-infringing without loss of functionality, or if none of the foregoing alternatives is reasonably available, refund to Syngenta any charges paid in respect of the respective Services and/or Products. For avoidance of doubt, the Parties acknowledge and agree this Supplier's potential liability is uncapped.

7. Liability

- 7.1. In case of light negligence Supplier shall be liable for any direct damages under the respective Order arising out of the non-compliance with its representations and warranties and all other

terms of this Agreement, except where and to the extent caused by Syngenta's gross negligence or willful misconduct. The liability for personal and property damages as well as violations of Supplier's duties regarding confidentiality and data privacy shall be unlimited.

- 7.2. In case of willful misconduct or gross negligence Supplier is liable for all direct and indirect damages arising out of the non-compliance with its representations and warranties and all other terms of this Agreement, except where and to the extent caused by Syngenta's gross negligence or willful misconduct.

8. Confidentiality

The Parties undertake to comply with their respective duties as set forth in Exhibit B hereto.

9. Data Protection

The Parties undertake to comply with their respective duties as set forth in Exhibit C hereto.

10. Insurance

Supplier shall be obliged to conclude, procure and maintain with duly licensed insurance companies a professional indemnity and product liability insurance policy for its liability and all other insurances that may be relevant for providing the Products and/or Services. Syngenta may demand at any time a proof of this insurance coverage, including an indication of the amount insured.

11. Term & Termination

- 11.1. This Agreement shall become effective from the date stipulated in the Order and shall expire on the date stipulated in the Order, unless extended by means of a written agreement.
- 11.2. If the Supplier is in material or persistent non-material breach of its obligations under the Agreement and/or any Order and shall fail to remedy the same after receiving a 10 day notice from Syngenta specifying the breach and requiring its remedy, then Syngenta shall be entitled to terminate the Agreement and/or Order with immediate effect. This right includes but is not limited to a termination as per 6.8.
- 11.3. Non-completed Order's shall not be affected by the termination of this Agreement.
- 11.4. The following provisions will survive any termination or expiration of this Agreement: 5 ("Ownership in Results"), 6 ("Warranty and Indemnity"), 7 ("Liability"), 8 ("Confidentiality"), 9 ("Data Protection) and 18 ("Law and Jurisdiction").

12. Force Majeure

- 12.1. Neither Party to this Agreement or to an Order shall be deemed to be in breach or otherwise liable as a result of any delay or failure in the performance of its obligations if and to the extent that such delay or failure is caused by Force Majeure (any unavoidable circumstance that is beyond the reasonable control of the Party) and the time for performance of the relevant obligation(s) shall be extended accordingly.
- 12.2. A Party whose performance of its obligations under this Agreement or any Order is delayed or prevented by Force Majeure:
- a) shall notify in writing the other Party and keep the other Party at all times informed of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure;
 - b) shall use all reasonable endeavours to minimise the effect of the Force Majeure on its performance of its obligations under this Agreement and any Order including the making of any alternative arrangements for resuming the performance of its obligations which may be practicable; and

- c) shall after the cessation of the Force Majeure, notify the other Party thereof and resume full performance of its obligations under this Agreement and any Order.
- 12.3. If Supplier is relieved from its obligations based on Force Majeure, then Syngenta shall be relieved from the corresponding payment obligations.

13. Subcontracting

- 13.1. Supplier shall not, without the express prior written consent of Syngenta, which may be withheld at Syngenta's sole discretion, assign, sub-contract or otherwise delegate in any way the performance of any of its obligations under this Agreement and / or a respective Order.
- 13.2. Supplier ensures that any contract with its authorized subcontractors is in compliance with the terms of this Agreement and that such compliance can be audited. Notwithstanding any other provision of this Agreement, Supplier shall at all times be responsible and liable for the performance of its obligations under this Agreement, including any failure of any authorized subcontractor or other third party to perform Supplier's obligations under or to comply with this Agreement and / or a respective Order.

14. Notices

All notices under this Agreement shall be made in writing and shall be deemed to have been properly received (i) if delivered by messenger: when delivered, (ii) if mailed postage prepaid: when delivered, (iii) if delivered by reputable overnight express courier, freight prepaid: when delivered. Notices can also be sent by electronic means if and under the conditions agreed in a respective Order.

Notices shall be sent to the persons indicated in the respective Order.

15. Compliance / Audit

- 15.1. Supplier is responsible for ensuring compliance with all applicable laws and regulations (including but not limited to national work rules). Amongst others, Supplier will hold and maintain appropriate valid permits for its personnel providing the Products or involved in delivering the Products, such as residence and work permits. Supplier will provide Syngenta with copies of such permits before such personnel starts providing Products and/or Services or at any later time upon Syngenta's request.
- 15.2. Supplier shall adhere to the Syngenta Policies as set forth in Exhibit A. When accessing Syngenta's premises or (IT) systems Supplier will adhere to all respective policies (including but not limited to those related to HSE and IT security) communicated to Supplier.
- 15.3. Supplier will keep accurate books and records in connection with its services to be performed under this Agreement (including details of all payments made or received in connection with the performance of the services). Once every calendar year, Syngenta may conduct an audit of Supplier's books and records, IT systems, premises etc. relating to the Products and/or Services performed under this Agreement and/or a respective Order. Syngenta shall be entitled to delegate this task to a third party that is subject to similar confidentiality obligations as those agreed in this Agreement or a respective Order.
- 15.4. Syngenta has committed to upholding the principles set out in the Universal Declaration of Human Rights of the United Nations and the International Labour Organisation's Core Conventions. In light of this, Syngenta requires all suppliers to comply with certain minimum labour standards including respecting employees' rights to become member of relevant labor unions and/or other employee organizations, not using forced labor nor exploitative child labor practices and not tolerating discrimination or harassment at the workplace. Supplier agrees to – and to have all agents, subcontractors and Affiliates – comply at all times during the validity of this Agreement with these standards.

- 15.5. Supplier shall not pay, offer, promise, or authorize any payment or other advantage, whether directly or through intermediaries, to a public official or a business partner (individual, institution, commercial or non-profit organization etc.) to improperly obtain, retain or direct business or to secure any other improper advantage in the conduct of business in connection with the performance of this Agreement.
- 15.6. Supplier warrants that neither Supplier nor any owner, partner, officer, director or employee of Supplier or of any affiliate company nor any close relative of the foregoing is a public official (meaning any person holding an office or working for or on behalf of a government entity or government funded entity at any level) who is in a position to affect or influence the award of business or any other advantage to Syngenta during the term of this Agreement unless disclosed to Syngenta in advance and approved in writing. Supplier shall immediately notify Syngenta if a public official who is in a position to affect or influence the award of business or any other advantage to Syngenta becomes an officer or employee of Supplier or acquires a direct or indirect interest in Supplier during the term of this Agreement;
- 15.7. Supplier shall indemnify, defend and hold harmless Syngenta, its Affiliates, and their respective directors, officers, employees, agents, representatives, distributors, suppliers or customers from and against all losses, expenses (including reasonable attorney's charges), damages, fines, penalties, liability, judgments and settlements suffered or incurred howsoever relating to, in connection with or arising as a result of Supplier's breach of or failure to perform its obligations with respect to compliance set out in Section 15. Any violation of Section 15 shall constitute a material breach of the Agreement / Order and trigger the respective consequences.
- 15.8. Supplier can report any suspected violations of this section through Syngenta's Compliance Helpline, which can be accessed through the intranet at www.syngentacompliancehelpline.com

16. No Assignment

Neither Party shall assign any of its rights or obligations under this Agreement to any Party without the prior written consent of the other Party. Any assignment in violation of this section shall be null and void. Notwithstanding the above, Syngenta shall be entitled to assign this Agreement to any of its Affiliates upon written notice of such assignment to Supplier.

17. Miscellaneous

- 17.1. In the event that one or several of the provisions of this Agreement and / or a Order are or become invalid or unenforceable, the remainder of this Agreement and / or a Order shall not be affected. The Parties shall agree appropriate provisions to replace any invalid or unenforceable provisions, or to filling an omission of this Agreement by a valid provision which comes as close as possible to the commercial purposes both Parties intended with the initial provision or which corresponds to that commercial purpose which, according to the sense and purpose of this Agreement, the Parties would have intended, had they considered the matter.
- 17.2. Supplier shall be acting in the capacity of an independent contractor and nothing in this Agreement, the Exhibits or an Order shall be construed as creating any contract of employment or the relationship of a joint venture of any kind between the Parties, its Affiliates, sub-contractors or employees.
- 17.3. Neither Party shall use the other Party's names, logos or other trademarks in its marketing materials, on its web site, in press releases or for any similar purpose without the other Party's prior written consent.
- 17.4. This Agreement contains the entire agreement between the Parties concerning the subject matter hereof. No amendment, modification or discharge of this Agreement, including this sentence, and/or any Order and no waiver hereunder shall be valid or binding unless set forth in writing and signed by the Parties hereto. Supplier agrees that no failure or delay by Syngenta in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right under this Agreement.

18. Law and Jurisdiction

- 18.1. This Agreement shall be subject to **Swiss law**, without any regard to its conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980).
- 18.2. All disputes arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the ordinary courts of the canton of **Basel-City, Switzerland**, with the right of appeals.

Exhibit A: Syngenta Policies
Exhibit B: Non-Disclosure Agreement
Exhibit C: Data Protection
Exhibit D: Acceptance Procedure

A Syngenta Policies

A1 Syngenta Electronic Invoicing Requirements and Steps

Supplier adheres to the principles of electronic invoicing as set forth in

<http://www.syngenta.com/global/corporate/en/about-syngenta/pages/contracts.aspx>

under the second column (**Electronic Invoicing Guidelines**).

A2 Compliance: a Guide for third parties

Doing the right thing - together

Living up to our ethical standards is not only the right thing to do but it is also critical to the efficiency and reliability of our operations. Syngenta is committed to doing business with the highest possible standards of ethics and integrity. By upholding high standards, we can ensure we maintain our good reputation, meet legal and regulatory requirements worldwide and build a firm foundation for future growth. When our work involves the use of third parties, we want the same standards to apply. We've produced this guide to give you an overview of the minimum standards to adhere to when we conduct our business together. When we work together, we would like you to follow these principles so that legally, ethically and morally, we're living up to the same standards. Many of you may already have your own ethical policies and procedures in place. We're not asking to supersede or replace any of your existing policies or contractual obligations. The aim of this guide is to share our standards and principles with you and ask you to act in accordance with them and live up to them when you're working with us. If you have any questions, please get in touch with your Syngenta contact. Together we can ensure that we do business in the right way.

i By 'third parties', we mean people or companies who supply products or services either to Syngenta or on our behalf.

ii A 'public official' may include, but is not limited to:

- Any person holding an office or working for or on behalf of a government entity at any level (e.g. a regulatory official or government inspector)
- Any person working for a government-owned or controlled enterprise, or a public national or international organization (e.g. a government-owned school or university)
- Any person performing a public function or providing a public service, even if that person works for a non-governmental institution
- Any person who is considered a public official under local law.

1. We don't allow bribery, kickbacks or other unofficial payments

We are committed to conducting business properly with full transparency and without engaging in any form of bribery or other corrupt behavior. You must not offer or accept bribes to obtain an undue or improper advantage for Syngenta. We expect you to understand and apply the following principles:

A: We don't pay bribes

Bribery goes against our values. We don't pay, offer to pay or receive bribes in any form, including kickbacks and other unofficial or improper payments.

B: We prohibit all types of bribes

A bribe is a bribe, regardless of whether it takes the form of cash, an excessive or lavish gift, an employment offer or a charitable contribution. Anything which is offered or received with the intention of improperly influencing a business decision for or on behalf of Syngenta is considered a bribe.

C: We don't allow facilitation payments

You must not offer or make any 'facilitation payments' to public officials when acting on behalf of Syngenta. These unofficial, nominal fees are designed to secure or speed up a routine action that the official is obliged to perform, such as issuing a license or allowing goods through customs.

D: We make no distinction between public and private bribery

We don't support bribery, whether it's to public officials, private business partners or members of their family.

E: We keep records of business dealings

When you supply products or services to Syngenta, we ask you to keep proper written records of this work. On occasion, Syngenta – or parties appointed by us – may ask to see these records in order to check them.

2. Gifts and entertainment must not influence business decisions

While we recognize that gifts and entertainment are often seen as an established part of business, it is vital that they must never improperly influence, or seem to improperly influence, a business decision. Gifts and entertainment which are provided in the absence of any clear business justification or legitimate purpose, and are intended to improperly influence or obtain a business decision, are considered a bribe. All forms of bribes are prohibited by Syngenta. When doing business with or on behalf of Syngenta, you must not offer to a Syngenta employee, a government or public official or to any other party on our behalf any gift or entertainment which is inappropriate, excessive or could be seen as attempting to improperly influence a business decision

3. We will not tolerate fraud

The deliberate misuse of company resources for personal enrichment by Syngenta employees or third parties is fraud. Syngenta has zero tolerance for the act or concealment of fraud. When you're doing business with Syngenta, we require that you support our anti-fraud stance and help us in any investigation of suspected fraud that involves or impacts our business

4. We do not condone, facilitate or support money laundering

We only conduct business with reputable third parties who are involved in legitimate business dealings, using funds derived from legitimate sources. You must comply with all applicable laws and regulations that prohibit money laundering. Syngenta business shall not be misused for money laundering purposes.

5. We avoid conflicts of interest

All business transactions must be conducted with the best interests of Syngenta in mind. You must not benefit improperly through your relationships with Syngenta employees. Equally, no Syngenta employee may personally benefit in an improper way from a relationship with another individual or organization.

6. We prohibit anti-competitive behavior

Competition laws apply to all business arrangements, whether they are in written, oral or any other form. Price fixing, bid rigging and other anti-competitive behaviors are prohibited. You must ensure that your business on behalf of Syngenta is conducted in an open and competitive manner, and that all business practices fully comply with applicable competition laws wherever they are conducted.

7. We are committed to safe working conditions

We are committed to ensuring the safety of our employees and complying with all applicable health

and safety laws and regulations. When you work with us, we ask you to comply with all applicable health and safety laws and regulations, and to create safe working conditions and a healthy work environment for workers at all premises under your control.

8. We comply with environmental standards

We aim to minimize the environmental impact of our operations by complying with all applicable laws, international guidelines and industry standards. You must comply with all applicable environmental laws, guidelines and standards relevant to operations, whether at your own premises or those of Syngenta

9. We respect trade controls and economic sanctions

We follow applicable international trade control laws and regulations, including those relating to economic sanctions, customs requirements and export controls. Such requirements also include not participating in boycotts or other restrictive trade practices. Likewise, we require you to respect all relevant trade controls and economic sanctions.

10. We source materials responsibly

We are committed to sourcing all materials used in our business responsibly. We ask you to take a similarly responsible approach. This includes implementing supply chain due diligence policies and making sure that the money you pay to others for materials does not go to groups or people who violate employment laws, engage in violence or are involved in the abuse of human rights.

11. We respect intellectual property and confidential information

We retain the ownership of all intellectual property that we create. You must respect intellectual property rights and safeguard Syngenta confidential information, customer and employee information.

You should only use Syngenta information and property (including equipment, drawings and specifications) for the purpose for which they were originally provided.

You should take appropriate steps to safeguard and maintain the confidentiality of Syngenta's proprietary information, including maintaining it in confidence and in secure work areas and not disclosing it to third parties (including other customers, subcontractors, etc.) without the express prior written permission of Syngenta.

12. We respect data privacy

We take strict measures to protect the data in our care. You should keep all personal and sensitive information relating to Syngenta employees and business partners confidential and in accordance with applicable data privacy standards and contractual requirements. You should not transfer, sell or trade personal information with other third parties

13. Subcontractors must uphold the same standards

We require subcontractors working on our behalf to ensure that they comply with our standards. We ask you to make sure that any subcontractors you employ to carry out business for Syngenta also comply with our standards. In addition, you must notify Syngenta in writing prior to using subcontractors, and the use of contractors must be expressly permitted by the relevant contractual agreements between us

How to report/raise concerns

Syngenta takes compliance with this guide seriously. If you suspect that somebody is not complying with the principles of this guide then please let us know immediately so that we can look into the matter. You can do this by sending an email to ABCDD@syngenta.com

Any questions?

We hope this guide gives you a clear idea of how we would like you to do business when you work with Syngenta. If you have any questions please get in touch with your usual contact at Syngenta or email ABCDD@syngenta.com and we'll do our best to help.

Exhibit B Non-Disclosure Agreement

1. Syngenta and its Affiliates have and/or will disclose to Supplier certain information that is either identified as confidential at the time of disclosure or should be understood by a reasonable person to be confidential in nature ("Confidential Information").
2. Excepted from the above obligations shall be Confidential Information that Supplier can prove:
 - a) was in the public domain at the time of disclosure by or on behalf of Syngenta or after disclosure became part of the public domain, other than by breach of this Agreement by Supplier, its employees, officers, directors, agents or subcontractors;
 - b) was acquired without any confidentiality obligation from a third party who had no respective confidentiality obligations towards Syngenta or any of its Affiliates
 - c) was at Supplier's possession without any confidentiality obligations;
 - d) was developed independently by the Supplier with no reliance at all on any Confidential Information; or
 - e) Supplier might be under a legal obligation to disclose to a government or other public authority, provided that Supplier immediately upon learning of such obligation, and prior to disclosure, if lawfully possible, notifies Syngenta of such disclosure obligation and reasonably cooperates with Syngenta in limiting the scope of disclosure, if lawfully possible.
 - f) Confidential Information shall not be deemed to be within the foregoing exceptions merely because it is (i) specific and merely embraced by more general information in the public domain or Supplier's possession or (ii) a combination which can be pieced together to re-construct the Confidential Information from multiple sources, none of which shows the whole combination, its principle of operation and method of use.
3. Supplier undertakes to maintain strictly confidential at all times for an indefinite period of time any and all Confidential Information that it either receives or has received from or on behalf of Syngenta and not to use any Confidential Information for any purpose whatsoever other than the provision of the Products and/or Services in line with this Agreement. Supplier shall only disclose Confidential Information to those employees, officers, authorised agents and subcontractors who have a need to know in order to properly provide the Products and/or Services. Supplier will request its authorised agents and subcontractors to sign a secrecy undertaking substantially similar to this Exhibit C and provide this to Syngenta promptly upon Syngenta's request.
4. The Supplier shall ensure that there are implemented at all times appropriate technical and organisational security measures in accordance with Best Industry Practice ("Security Measures") to protect the security of all stored or processed Confidential Information. The Security Measures shall include (without limitation) the technical and organizational measures as agreed in a Order; provided always that the measures implemented by the Supplier shall provide at least the same level of protection for the Confidential Information as is provided for by Syngenta's internal corporate security and information security policies, codes of practice and procedures in force (and as updated) from time to time.
5. If Supplier becomes aware of any unauthorised use, disclosure, access, possession or knowledge of all or any of the Confidential Information, Supplier shall immediately notify Syngenta and take all reasonable steps requested by Syngenta to protect the confidentiality of such Confidential Information.
6. Unless otherwise agreed, the above confidentiality obligations remain valid for a period of 5 (five) years from the date of termination of the Order.
7. Supplier acknowledges that in the event of a breach of the confidentiality provisions of this Agreement Syngenta may suffer irreparable harm and money damages may not be a sufficient remedy for any breach of this Agreement by Supplier, in addition to all other remedies, Syngenta shall be entitled to the remedy of an injunction for the breach or threatened breach of the terms of this Agreement.
8. Upon termination of this Agreement, Supplier shall destroy or – if Syngenta requests in writing - return to Syngenta within thirty (30) days any Confidential Information. However Supplier may

keep an archival set of its working papers together with such copies of Syngenta's Confidential Information necessary to comply with applicable laws, regulations and professional standards.

9. Notwithstanding anything to the contrary in this Agreement, Supplier may disclose Confidential Information as may be required by law, including any subpoena or other similar form of process. Supplier will provide Syngenta with prompt notice of any such request (to the extent as such notice is not prohibited by law), so that Syngenta may object to the request and/or seek an appropriate protective order.

Exhibit C Data Protection

1. Definitions

For the purpose of this Exhibit the following definitions apply:

"Code of Conduct" code of conduct approved and recognized in the country or industry of the Parties as adequate measure to safeguard cross-border data transfers.

"Data Protection Legislation" means laws, enactments, regulations, orders, standards and other similar instruments applicable in the country from which data originates or, if there are no such defining laws or regulations in the respective country, as set forth in the General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR");

"Privacy Shield" Legal framework designed by the U.S. Department of Commerce and acknowledged as adequate by the European Union that a US based-company may adhere to, in order to cover cross-border data transfers from companies based in the EU and Switzerland to its establishment(s) in the U.S.

"Standard Contractual Clauses" two sets of standard contractual clauses as adopted by the European Commission and which are formally recognized as "adequate" legal measures to cover cross-border data transfers. These clauses consist of: a) decision 2001/497/EC and decision 2004/915/EC on "EU controller to non-EU or EEA controller" and b) decision 2010/87/EU on EU controller to non-EU or EEA processor (incl. transfers to sub-processors).

We refer to the definitions of the applicable data protection legislation or to the GDPR (if there are no such definition in the applicable law) for the following terms: **'Data Controller'**; **'Data Processor'**; **'Data Subject'**; **'Personal Data'**; **'Processing'**; **'Personal Data Breach'**; **'Sub-processor'** and **'Binding Corporate Rules'**.

2. Data Controller's Instructions and Compliance with Data Processing Requirements

- 2.1. The Data Processor shall only use Personal Data in order to perform the Services as defined in the Agreement and only as long as the Processing of Personal Data is necessary for it duly performing the Services under the Agreement.
- 2.2. The Data Processor shall not be entitled to use Personal Data for its own purposes unless Syngenta agrees so in writing.
- 2.3. The Data Processor shall at all times process Personal Data only on instructions of Syngenta.
- 2.4. No copies or duplicates of Personal Data may be produced unless this is strictly necessary for the due performance of the Data Processor's obligations under the Agreement. This prohibition does not apply either to backup copies, to the readout of log files or other security measures that are taken in order to protect the Personal Data without interfering with Syngenta's interests.
- 2.5. The Data Processor shall also:
- (a) Inform Syngenta immediately and prior to any Processing if the Data Processor believes that an instruction of Syngenta constitutes an infringement of law applicable to the Data Processor.
 - (b) Ensure that any Processing it performs over the Personal Data is fair, lawful, proportional, consistent with Data Processor's obligations under the Agreement, and compliant with Data Protection Legislation.
 - (c) Implement and maintain a comprehensive data protection and security program to ensure appropriate protection of Personal Data and on-going compliance with the applicable Data Protection Legislation.
 - (d) Ensure that any employee, agent, independent contractor or any other person engaging in data Processing on its behalf or who may have access to Personal Data, shall comply with all information protection and Data Protection Legislation (including any and all legislative and/or regulatory amendments of it), applicable to the Data Processor.
 - (e) Not disclose Personal Data to any third party or unauthorized persons, unless Syngenta has given its prior written consent to such disclosure. The Data Processor shall maintain

an inventory (log) of any disclosure containing the following elements as a minimum: (i) identity of the third party to which Personal Data have been disclosed (entity name, address, contact details and contact person); (ii) the date and time of disclosure; (iii) the purpose of disclosure; (iv) the types of Personal Data that have been disclosed.

3. Description of Processing Activities

- 3.1.** To perform its Services under the Agreement, the Data Processor may need to process the types of Personal Data and in the way as described in the applicable Statement of Work (SOW).
- 3.2.** Data Processor shall not conduct data processing activities that are not explicitly set forth in the SOW or that are not directly related to the ones described therein taking into account the reasonable expectations of Syngenta based on this Exhibit unless Syngenta agrees otherwise in writing.

4. Confidentiality

- 4.1.** The Parties hereby agree that Personal Data is included in the definition of “Confidential Information” as set forth in Exhibit C - Non-Disclosure Agreement and that the conditions and limitations stipulated therein in regards to the Processing of Confidential Information apply to the Personal Data that the Data Processor processes under this Exhibit.
- 4.2.** The Data Processor shall implement and maintain appropriate policies and procedures to ensure that: (i) unauthorized persons shall not have access to Personal Data; (ii) its personnel, engaged in the Processing of Personal Data, are informed of the confidential nature of the Personal Data and of the need to process those data only on a “need to know” basis, have received appropriate training on their responsibilities and have executed written confidentiality agreements; (iii) that Syngenta’s instructions on how the Personal Data should be processed have been communicated to Data Processor’s personnel involved in the Processing and that the latter execute those appropriately. The Data Processor shall ensure that such obligations survive the termination of the personnel engagement.

5. Security of Processing

- 5.1.** The Data Processor agrees and warrants that after assessment of the requirements of the applicable Data Protection Legislation, the security measures implemented in its operations and business environment are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of Processing, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- 5.2.** The Data Processor agrees and warrants that it has implemented as a minimum the technical and organisational security measures laid down in Exhibit G – Information Security Obligations (‘Exhibit G’) before starting the processing.

6. Sub-processors

Syngenta acknowledges and agrees that the Data Processor may engage Sub-processors in connection with the Services provided under the Agreement

- 6.1.** under following conditions:
- The Data Processor has informed Syngenta of its intention to sub-contract part of the Services under this Agreement, the sub-contracted service, as well as the measures it will take to ensure that its Sub-contractor will comply with the terms of this exhibit and has obtained Syngenta’s prior written consent.
 - The Data Processor subcontracts its obligations under this exhibit by way of a written agreement with the Sub-processor; this agreement imposes the same obligations on the Sub-processor as are imposed on the Data Processor under the Agreement. Where the Sub-processor fails to fulfil its data protection obligations under such written agreement the Data Processor shall remain fully liable to Syngenta for the performance of the Sub-processor’s obligations under such agreement.
 - To send promptly a copy of any sub-processor agreement it concludes under this exhibit to Syngenta upon the latter’s request.
- 6.2.** The Data Processor shall maintain a list with the Sub-processors it has engaged for any performance of the Services and communicate it to Syngenta at any time the latter requests the list. The list shall contain at least the identification details of those Sub-contractors, their country of location and the type of Services they perform on behalf of the Data Processors and the types of Personal Data they have access to/process.

7. Transfer of Personal Data outside of the European Economic Area ('EEA') – “cross-border transfers”

- 7.1.** If Personal Data are transferred or processed in whatever way (by the Data Processor and/or any of his Sub-processors) outside of the territory of the European Economic Area (EEA), the Data Processor shall explain in writing and demonstrate to Syngenta the measures that it (and/or its Sub-processors) have taken to ensure that the Personal Data will be transferred and then processed in accordance with the requirements of the Data Protection Legislation.
- 7.2.** Without prejudice to other measures that may be agreed *ad-hoc* between the Parties to cover cross-border data transfers or those that the Data Processor (and/or its Sub-processors) may have already taken pursuant to Paragraph 7.1, the Parties agree that appropriate legal mechanisms to cover such cross-border transfers could be: Binding Corporate Rules, Standard Contractual Clauses, a Privacy Shield certification or adherence to a Code of Conduct.

8. Notices and Regulatory investigations and Data Breach

- 8.1.** The Data Processor shall inform Syngenta without undue delay when it:
- Receives a request for information, a *subpoena* or a request for inspection or audit from a competent public authority in relation to the Processing of Personal Data;
 - Has the intention to disclose Personal Data to a competent public authority;
- 8.2.** Upon notice to the Data Processor, Data Processor will assist and support Syngenta in the event of an investigation by any regulator, including a supervisory authority if and to the extent that such investigation relates to Personal Data handled by the Data Processor on behalf of Syngenta in accordance with the Agreement. Such assistance will be at Syngenta’s sole expense, except where investigation was required due to the Data Processor’s acts or omissions, in which case such assistance will be at the Data Processor’s sole expense.
- 8.3.** The Data Processor shall notify Syngenta as promptly as possible and, in any event, not later than 24 hours of any facts known to the Data Processor concerning an actual or suspected accidental or unauthorized access, disclosure or use, or accidental or unauthorized loss, damage or destruction of Personal Data by any current or former member of its personnel, contractor or agent of the Data Processor or by any other third party.
- 8.4.** Upon consultation of Syngenta, the Data Processor shall investigate the Personal Data Breach and take all necessary measures to secure the Personal Data and limit, to the best extent possible, its effect on the Data Subjects.
- 8.5.** The Data Processor further agrees to provide reasonable assistance and cooperation requested by Syngenta, in continuing any correction, remediation, or investigation of any Personal Data Breach and/or the mitigation of any potential damage including any notification that Syngenta may determine appropriate to communicate to affected individuals, regulators or third parties.
- 8.6.** Unless required by law, the Data Processor will not notify any individual or any third party other than investigative or judicial authorities that may have to intervene urgently, of any potential Personal Data Breach involving Personal Data, in any manner that would identify, or is reasonably likely to identify or reveal the identity of Syngenta, without first obtaining written permission of Syngenta.

9. Rights of the Data Subject

- 9.1.** Taking into account the nature and type of data processing activities carried out by the Data Processor, the latter shall assist Syngenta to fulfil its obligation to respond to data subjects’ requests relating to the exercise of their rights under by Data Protection Legislation. Accordingly, the Data Processor shall implement appropriate technical and organizational measures, such as standard operating procedures, that will enable it to respond to such Syngenta’s requests efficiently and timely.
- 9.2.** The Data Processor shall to the extent legally permitted, promptly notify Syngenta and in no event not later than 2 days as from the day of receipt, any request it may receive directly from a Data Subject with respect to the exercise of its data protection rights. These requests may refer without limitation to: Data Subject’s rights of data access, erasure, restriction, data portability, consent and choice (e.g., opt-in/opt-out); general queries the Data Subject may have in relation to data processing performed under the Agreement; complaints, allegations and claims relating to the way the Personal Data are processed by the Data Processor and/or Syngenta.
- 9.3.** The Data Processor shall not respond to any such Data Subject request without Syngenta’s prior written consent except to confirm that the request relates to Syngenta to which Syngenta hereby agrees.

10. Compliance monitoring

- 10.1. The Data Processor undertakes to provide Syngenta with all information, required by Syngenta to allow verification whether the Data Processor complies with the provisions of this Exhibit.
- 10.2. Without prejudice to other verification measures that may be defined by the Parties in good faith, the Data Processor shall make the Processing systems, facilities and supporting documentation relevant to the Processing of Personal Data, in particular any evidence related to the security measures described in Exhibit G available for a on-site control/audit by Syngenta or a qualified independent auditor selected by Syngenta and provide all reasonable assistance Syngenta may reasonably require for the audit.
- 10.3. For on-site controls/audits, Syngenta shall respect the operational sequences of the Data Processor and announce inspections at least 24 hours in advance. Along the same lines, Syngenta undertakes that the persons conducting the audit use reasonable efforts to minimize any disruption to the Data Processor's operations caused by the performance of the audit.
- 10.4. Parties agree that, while the on-site control/audit will be performed on the costs of Syngenta, there will be no reimbursement of expenses incurred to the Data Processor for its preparation and cooperation during this audit.

11. Return and Deletion of Personal Data

- 11.1. Upon termination or expiration of the Agreement for any reason or upon Syngenta's request, the Data Processor will immediately cease the Processing operations defined herein. It will subsequently return all copies of Personal Data in a manner and format that will be reasonably defined by Syngenta or if specifically directed by Syngenta, it will irreversibly destroy, delete or anonymize, any or all Personal Data being in its possession, power or control. The Data Processor shall certify Syngenta of the fact that it has destroyed, deleted or anonymize the data accordingly and that its Sub-processors have done so too.
- 11.2. Notwithstanding the foregoing, if applicable legislation or legal action (as confirmed in writing by the Supplier's legal counsel) prevents Supplier from returning or destroying the Personal Data, the latter shall keep them secure and confidential and no longer actively process or otherwise use them throughout the whole time period it still needs to keep the data.
- 11.3. The Data Processor shall maintain confidentiality also after the expiration of the Agreement about all Personal Data it has processed during the execution of the Agreement

Exhibit D Acceptance Procedure

Terms in capital letters shall have the meaning as attributed to them in the Agreement.

- 1.1 Where the Services are comprised of or include Products, any and all such Products shall be subject to written acceptance by Syngenta in accordance with this paragraph 1.1 and paragraphs 1.2 to 1.6.
- 1.2 The Supplier shall prepare and deliver, where applicable with Syngenta's input and assistance, the Products to Syngenta in accordance with this Agreement in a timely manner respectively in accordance with the time indicated (if indicated, otherwise in a timely manner) in the Order, as may be the case.
- 1.3 Syngenta shall **in due course** evaluate the Products delivered by the Supplier upon receipt of the Products, and
- (A) in the event that Syngenta, acting reasonably, considers that the Products delivered to it comply with the contractually agreed specifications of the Services and the obligations of the Supplier under the Order and the Agreement, Syngenta shall notify the Supplier in writing of its acceptance of the Products; or
- (B) in the event that Syngenta, acting reasonably, considers that the Products (or any material part of the Products) do not comply with the contractually agreed specifications of the

Services, Syngenta shall notify the Supplier in writing of:

- (a) those areas of non-conformance that, notwithstanding such non-conformance, are accepted by Syngenta in its absolute discretion, and
- (b) those areas of non-conformance that are not accepted by Syngenta. In such circumstances the Supplier, in consultation with Syngenta, shall cure the relevant defects promptly and in any event in a timely manner and resubmit any such Products to Syngenta for acceptance. Following any such resubmission, clauses 1.1 to 1.3 shall apply as though references to the Products were references to the Products (or any part thereof) as resubmitted.

- 1.4 In the event that Syngenta does not accept the submitted (or resubmitted as the case may be) Products and does not identify to the Supplier in due course the areas or points of non-conformance of the Products or Syngenta has not notified the Supplier that it requires a reasonable extension of time (which the Supplier hereby grants provided any such extension shall, if notified at the time of such grant by the Supplier to Syngenta in writing, be taken into account in any delay to meet any relevant milestone dates) in order to determine whether or not the Products are acceptable to Syngenta, then the Products shall not be deemed accepted by Syngenta and the matter shall be solved between the Parties appropriately without prejudice to any other rights or remedies of either Party or its Affiliates in the circumstances.
- 1.5 In the event that the Products (or any of them) have not been accepted by Syngenta pursuant to clauses 1.1 to 1.4 by the relevant date, then the Parties shall meet to discuss a suitable way forward and shall formulate and agree those steps required to be taken by the Parties with a view to enabling the Products to be promptly accepted by Syngenta without prejudice to any other rights or remedies either party or its Affiliates may have in the circumstances.
- 1.6 Acceptance by Syngenta of the Services (or any element thereof) shall not relieve the Supplier of any applicable continuing obligation of the Supplier set out in the Agreement respectively in the Order.
- 1.7 In the event that Syngenta does not accept the Services (or any element of them in accordance with this Exhibit by any relevant agreed date, Syngenta shall be entitled to terminate the Order in whole or in part. In any case, the Supplier shall, subject to Syngenta's request, repay to Syngenta all charges paid by Syngenta relating to those Services (provided that prepayment for such non accepted Services has been made by Syngenta) and the Intellectual Property Rights in such non accepted Services shall revert to the Supplier by automatic assignment on receipt by Syngenta of such repayment. This paragraph 1.7 shall be without prejudice to any other rights or remedies of Syngenta or any Affiliate of Syngenta under this Agreement respectively under the Order or otherwise.
- 1.8 Acceptance by Syngenta of any element of the Services at any time shall be subject to Syngenta giving to the Supplier written notice confirming acceptance of those Services (the "Acceptance Certificate").
- 1.9 The Supplier agrees that any payment made by Syngenta to the Supplier shall not be deemed to be an acceptance by Syngenta of the Services (nor any element of them) and any acceptance of Services (or any element of them) shall be without prejudice to any rights and remedies of Syngenta and/or its Affiliates under this Agreement respectively under the Order otherwise.