

## General Conditions of Sale

### 1. Interpretation

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| “Buyer”            | means the person(s) whose order for the Goods is accepted by Syngenta  |
| “Syngenta”         | means Syngenta Nordics A/S having its registered office at Strandlodsvej 44, DK-2300 København S, Denmark.   |
| “Conditions”       | means these conditions of sale.  |
| “Agreement”        | means the agreement between Syngenta and the Buyer for the purchase of the Goods.  |
| “Goods”            | means any goods which Syngenta is to supply to the Buyer.  |
| “Insolvency Event” | means, in relation to Buyer, if it becomes insolvent, has a receiver or administrator appointed over the whole or any part of its assets, enters into any compromise with its creditors, has an order made or resolution passed for it to be wound up (unless for the purposes of amalgamation or reconstruction) or undergoes any similar occurrence in any jurisdiction which affects the Buyer. |

### 2. Orders

- 2.1 No terms or conditions which the Buyer tries to apply under any order, confirmation of order, or other document will form part of the Agreement.
- 2.2 No order placed by the Buyer shall be considered as accepted by Syngenta until a written confirmation is issued by Syngenta or (if earlier) Syngenta delivers the Goods to the Buyer.

### 3. Delivery

- 3.1 Goods shall be delivered by Syngenta to nominated delivery points previously agreed. The Buyer shall (at its expense) provide at the relevant delivery point adequate and appropriate equipment, and manual labour with appropriate health and safety training, for offloading of the Goods.
- 3.2 Any dates specified by Syngenta for delivery of the Goods are approximate only.
- 3.3 Any liability of Syngenta for non-delivery of the Goods shall be limited to either (at Syngenta’s option) replacing the Goods within a reasonable time or issuing a credit note at the pro rata Agreement rate against any invoice raised for such Goods.
- 3.4 Syngenta guarantees that the Goods will be delivered in a satisfactory condition.
- 3.5 If the Goods are not delivered in a satisfactory condition, Buyer shall notify Syngenta in writing as soon as possible. Syngenta shall at its option replace such Goods (or the damaged or defective part) or refund the price of such Goods at the pro-rata Agreement rate.
- 3.6 If Syngenta complies with Condition 3.5, it shall have no further liability for a breach of Condition 3.4.
- 3.7 If at any time total demand for Goods shall for any reason exceed Syngenta’s total available supply through its normal sourcing arrangements the Goods to be supplied under the Agreement shall be such quantity as Syngenta shall in its sole discretion allocate to be supplied under the Agreement, and Syngenta shall not be in breach of the Agreement if such quantity is less than that ordered by the Buyer.

### 4. Property and Risk (Risk and legal ownership)

- 4.1 The risk of damage to and loss of the Goods shall pass to the Buyer upon delivery.
- 4.2 The Buyer shall not become the owner of the Goods until Syngenta has received payment for the Goods in full.

## **5. Price and Payment**

- 5.1 The price for the Goods shall be the price agreed between Syngenta and the Buyer.
- 5.2 The price for the Goods is exclusive of any value added tax or any other applicable tax which the Buyer shall pay in addition when it is due to pay for the Goods.
- 5.3 Syngenta may invoice the Buyer for the Goods at any time after they have been despatched to the Buyer.
- 5.4 Payment of the price for the Goods is due in accordance with the payment terms agreed between Syngenta and the Buyer.
- 5.5 The Buyer shall make all payments due under the Agreement without any deduction or withholding whether by way of set-off, counterclaim or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Syngenta to the Buyer.
- 5.6 If the Buyer fails to make any payment under the Agreement on the due date then (without affecting Syngenta's other rights) Syngenta may charge the Buyer interest on the amount unpaid at the rate of 0,5 % per month, compounded monthly, until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest).

## **6. Exclusion & Limitation of Liability**

- 6.1 Nothing in the Agreement will exclude or limit liability for any matter in relation to which exclusion or limitation of liability would be illegal.
- 6.2 Syngenta's total liability under the Agreement shall be limited to the Agreement value net of VAT.
- 6.3 Syngenta shall not be liable to the Buyer for any indirect or consequential losses, damages, costs or expenses which arise out of or in connection with the Agreement.
- 6.4 Syngenta shall not be liable to the Buyer for any loss of profit, loss of business, loss of business opportunity, loss of revenue, depletion of goodwill howsoever caused which arises out of or in connection with the Agreement.
- 6.5 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable this shall not affect the validity of the rest of the Agreement.

## **7. Force Majeure**

- 7.1 Syngenta shall not be liable to the Buyer in any manner or be deemed to be in breach of the Agreement because of any delay in performing or any failure to perform any of Syngenta's obligations under the Agreement if the delay or failure was due to any cause beyond Syngenta's reasonable control.

## **8. Termination**

- 8.1 If any Insolvency Event occurs or is about to occur within 30 days in relation to the Buyer or the Buyer fails to comply with any of its obligations under the Agreement then (without affecting any other rights of Syngenta):
- (a) the Buyer's right to possession of any Goods belonging to Syngenta will terminate immediately and Syngenta will be entitled to recover them; and
  - (b) Syngenta shall have the right by written notice to immediately terminate the Agreement.

## **9. Governing Law and Jurisdiction**

- 9.1 The Agreement shall be governed by the law of the country in which the Buyer is located and Syngenta and the Buyer submit to the exclusive jurisdiction of the courts of that country in respect of any disputes.