

General Terms and Conditions of Syngenta on the Procurement of Products and Services

Version **V.5** in force since **February 10, 2024**

1. **SCOPE:** These General Terms and Conditions ("**GTC**") apply to all contracts for the supply of products and the provision of services which the Syngenta entity indicated in the purchase order ("**Syngenta**") concludes with third parties ("**Suppliers**", together "**Parties**") ("**Contracts**" or "**Contract**"). In particular, without limitation, the Contracts may be sales contracts, contracts for work and services and mandates within the meaning of the Swiss Code of Obligations ("**CO**"). All Contracts, amendments to the Contracts (including the supplementary ancillary provisions), deviations from or additions to these GTC as well as the exclusion of these GTC must be in writing in order to be valid (Art. 16 para. 1 CO), whereby proof by text is sufficient and no signature within the meaning of Art. 14 CO is required. This also applies in particular to the waiver of this written form requirement. These GTC apply exclusively, i.e. any general terms and conditions of a Supplier shall not apply. Syngenta reserves the right to unilaterally amend these GTC.

2. **OFFER / ACCEPTANCE / CONTENT OF CONTRACT:** Syngenta issues a purchase order ("**PO**") to the Supplier. The PO is considered a legally binding offer ("**Offer**"). The PO makes reference to the GTC and allows the Supplier to take note of the GTC on www.contracts.syngenta.com. The Contract is concluded with the Supplier's acceptance of the Offer ("**Acceptance**"). Acceptance may be express or implied. In the absence of express written Acceptance, in particular, but not limited to, the Supplier's performance of the Contract or any communication such as order acknowledgments or order confirmations and the like is deemed to be an Acceptance after five (5) days from the date of submission. The Acceptance must correspond exactly to the Offer. Any deviations from the Offer are regarded as a counteroffer which Syngenta must explicitly agree to ("**Agreed Deviations**") otherwise such deviations shall not form part of the Contract. By accepting the Offer, i.e. the Acceptance, the Supplier agrees to these GTC. The content of the Contract is determined by the PO and any Agreed Deviations as well as by these GTC, whereby the PO and any Agreed Deviations shall take precedence over these GTC in case of deviations or discrepancies.

3. **PRICES / PAYMENTS:** Supplier shall supply products or services to Syngenta at the prices set forth in the PO. The prices shall be understood as fixed prices. Supplier shall not be entitled to any additional remuneration for any additional costs. If the Contract concerns the procurement of products, unless otherwise agreed in the PO, the prices shall be DDP (place of delivery specified by Syngenta in the PO) Incoterms® 2020. If the prices have not yet been fixed at the time of the PO, they must be specified at the time of acceptance of the PO and approved by Syngenta in writing prior to deliv-

ery. If it is agreed that a certain quantity shall only be delivered by the Supplier on call or similar, costs that were not agreed upon in advance or those that exceed the agreed range must be approved by Syngenta in writing prior to delivery. Unless otherwise agreed under the PO, Syngenta pays undisputed invoices ninety (90) days from receipt of the respective valid and correct invoice unless local rules of the Supplier require a mandatory shorter term.

4. **DELIVERY:** All deliveries of chemical products shall be accompanied by a certificate of analysis confirming the products' conformity with the required product specifications. If preferential origin can be declared under any free trade agreement or program (e.g. GSP, etc.), Supplier shall provide a preferential certificate of origin and demonstrate reasonable care in compliance with the requirements of the applicable program and laws. Early deliveries, as well as partial deliveries or over- and/or under-deliveries shall not be permitted; Syngenta shall be entitled to refuse such deliveries and to return them at the Supplier's expense or to store them at Supplier's expense and risk until the delivery date. In case of early deliveries, as well as partial deliveries or over- and/or under-deliveries, risk shall not pass to Syngenta. Supplier is solely responsible for costs related to unused transportation capacities, and any demurrage that occurred due to the Supplier's failure to deliver in a timely manner. For the content, type and scope of deliveries and services, in particular, for quality, dimensions and quantities as well as packaging and means of transport, the customary type and quality and the latest state of science and technology as well as DIN, EN-, ISO-, VDE-, VDI- or equivalent standards and industry standards shall be complied with.

The Supplier undertakes to ensure the traceability of the products supplied by him.

5. **RIGHT TO REFUSE PERFORMANCE:** In the event of incorrect, defective or late performance by the Supplier, Syngenta shall be entitled to refuse payment as well as any other performance owed by Syngenta to the Supplier, for whatever legal reason, until all obligations of the Supplier have been duly and timely fulfilled. Syngenta shall therefore, in addition to the statutory right to refuse performance within the meaning of Art. 82 CO, have a general contractual right to refuse performance. The Supplier has no right to refuse performance.

6. **OFFSET:** Syngenta and its affiliated companies (owned or controlled directly or indirectly by Syngenta Group Co. Ltd.) have the right to set-off any amount payable to the Supplier under any contract between the Supplier and Syngenta or its affiliates. In deviation from Art. 120(1) CO, the offsetting claim of Syngenta does not have to be due. The Supplier shall not be entitled to set off its claims against Syngenta.

7. **ASSIGNMENT:** Syngenta shall have the right to assign and transfer any of their rights or obligations, in whole or in part, to any Syngenta affiliate without the prior consent of the Supplier. The Supplier shall have no right to assign or transfer any of its rights or obligations, wholly or partially to a third party without the prior consent of Syngenta.

8. **FORCE MAJEURE:** Either party shall not be liable for failing to timely perform its obligations herein due to any of the following causes beyond its control and which could not be reasonably foreseen upon the acceptance of the PO: any circumstance beyond the reasonable control of the parties as fire, war, general mobilization or unforeseen military mobilizations to a similar extent, requisition, seizure, currency restrictions, insurrection and civil commotion, pandemics, epidemics, as well as lawful decisions by local, regional, national or supranational governing bodies ("**Force Majeure**"). The affected party shall promptly notify the other in writing. The non-defaulting party may cancel any PO with immediate effect without liability if the delivery is delayed by Force Majeure. Supplier shall use its best efforts to minimize any negative effects of the Force Majeure to Syngenta.

In any case, Syngenta may cancel any PO immediately by notice in writing to Supplier if delivery of products is delayed by reason of Force Majeure for over sixty (60) days. Upon cessation of the Force Majeure, the affected party shall promptly resume its contractual obligations unless waived in writing by the other party.

9. **INTELLECTUAL PROPERTY RIGHTS:** The Supplier represents and warrants that the Offer and the performance of the Contract does not infringe any intellectual property rights or other rights of third parties and that it is either the lawful owner of the necessary rights or has a valid license permitting the performance of the Contract and the related documentation. If the Contract involves the provision of services, all intellectual property rights created by the Supplier in the performance of the services shall pass directly and immediately to Syngenta or may be used by Syngenta, irrespective of whether Syngenta has fulfilled all its contractual obligations. If the Contract involves the supply of products, any intellectual property right created by the Supplier in the performance of the supply of products with the use of Syngenta's or its affiliates' confidential information shall pass directly and immediately to Syngenta or may be used by Syngenta, irrespective of whether Syngenta has fulfilled all its contractual obligations. If Syngenta then obtains a patent, it shall grant the Supplier an irrevocable, royalty-free, non-exclusive, worldwide license to use the intellectual property right under such patents outside the field of the agrochemicals industry, with the right to sub-license, under mutually agreed reasonable terms. The Supplier agrees to document all intellectual property rights in order to establish their time of creation and whether or not Syngenta's confidential information was used to create such intellectual property right. Any dispute regarding the source of an intellectual property right shall be decided by an expert determination. Such decision shall be binding and final.

10. **INDEMNITY AGAINST THIRD PARTIES' CLAIMS:** The Supplier shall indemnify Syngenta upon first request against any direct or indirect claims of third parties arising from any infringement or alleged infringement of the Supplier, in particular the infringement or alleged infringement of intellectual property rights, and shall bear all costs incurred by Syngenta in connection with the infringement or alleged infringement of any such right. The Supplier undertakes to defend Syngenta against such claims, including the provision of all necessary information, and to bear all costs incurred in this connection (in particular court costs and attorney's fees), including possible damages resulting from such claims. Without the prior consent of Syngenta, the Supplier shall not enter into any agreements with third parties or authorities to the disadvantage of Syngenta.

11. **DEFECTS AND WARRANTY:** The Supplier is liable for all material defects and defects of title. Unless otherwise agreed in the PO, the Supplier's warranty obligation shall become time-barred two (2) years from delivery. The Supplier shall thus be liable for all defects occurring within two (2) years after delivery. Syngenta shall be entitled to give notice of defects at any time after discovery of the defect during the warranty period. Syngenta shall therefore not be obliged to report any defects immediately or to give notice of defects. Syngenta shall be entitled, at its sole discretion, to the following rights in respect of defects: rescission, reduction of payment, replacement, discard, repair, replacement cost of products and, additionally, damages.

12. **LIABILITY:** The Supplier shall, irrespective of the degree of negligence or fault, shall compensate Syngenta for the entire cost and damage, whether direct, indirect, consequential or purely financial, as a result of its breach of obligations, in particular in case of defective delivery and performance, default, delay, non-delivery or breach of ancillary obligations or for other reasons attributable to the Supplier. Syngenta, for its part, excludes all contractual and non-contractual liability to the extent permitted by law, in particular liability for indirect and consequential damages, lost profits and Force Majeure.

13. **PRODUCT LIABILITY INSURANCE:** The Supplier undertakes to take out product liability insurance with coverage of at least CHF 10 million per personal injury or property damage. Supplier shall support Syngenta in case of any product recall.

14. **DATA PROTECTION:** In the course of performance of the Contracts, Syngenta is entitled to process personal data. In particular, the Supplier agrees that Syngenta may disclose such data to third parties in Switzerland and abroad in connection with the business relationship with Supplier and the performance of the Contract, including the enforcement of rights. The Supplier shall take appropriate precautions to ensure data protection. In all other respects, the data protection declaration of Syngenta shall apply in its current version, which can be accessed at <https://www.syngenta.com/en/privacy-statement>.

15. **CONFIDENTIALITY:** Except for disclosure to sub-contractors, and affiliated companies on a need-to-know basis to obtain and provide products or services or, where required, to any court or governmental authority, Supplier shall not, during the term of the Contract and thereafter, disclose to any third party any technical, or commercial information, or samples, pertaining to Syngenta or any of its affiliated companies ("**Confidential Information**") and shall not use such information other than for the agreed purpose.

16. **COMPLIANCE OF SUPPLIER:** Supplier guarantees to hold all required licenses, permits, and to comply with all applicable national (including federal, state/provincial, and local) and international laws, conventions, and regulations.

17. **AUDITS:** Syngenta, or its authorized third-party auditors, may conduct audits at the Supplier's facilities with two (2) working days' prior notice, during regular business hours. Audits will assess the Supplier's compliance with the Contract, including, but not limited to, production, storage, packaging, and health, safety, and environmental (HSE) practices. The Supplier is required to grant access to the relevant premises, documentation, and records, and to provide reasonable assistance to facilitate a comprehensive compliance review. The Supplier shall maintain detailed records to substantiate compliance with the Contract and to enable Syngenta to fulfil its legal obligations in areas such as accounting, customs, and taxation. The Supplier shall bear the costs of the audit costs if significant non-compliance is identified. This clause does not limit Syngenta's other rights and remedies under the Contract or applicable law.

18. **FORECASTS:** Syngenta may provide Supplier with non-binding periodical purchase forecasts. Such forecasts shall not in any way be considered as a binding purchase commitment from Syngenta or be deemed to be a PO, and no compensation whatsoever shall be paid to Supplier for any deviation to the forecasted volumes.

19. **TERMINATION:** Either party may terminate the Contract with immediate effect, and may cancel any PO without liability if the other party: a) becomes or is deemed to be insolvent; b) makes an assignment for the benefit of the creditors; c) becomes subject to direct control of a trustee, receiver or similar authority; d) is subject to any liquidation, bankruptcy, receivership or trustee proceedings; e) suspends or terminates its business activities; f) commits a material or serial breach

of the Contract; g) commits a breach of any term of the Contract which, as determined by the non-defaulting party, is not remedied (if remediable) within fifteen (15) calendar days after receipt of notice thereof. In addition, Syngenta may terminate the Contract with immediate effect and may cancel any PO without liability if: a) the development and manufacture of the product, or "**End-Product**" (being final products in which the product is or will be used), becomes commercially impossible or unreasonable without Syngenta's fault and control (e.g. fatal negative toxicological findings, etc.); b) Supplier experiences changes in ultimate control, major asset sales relevant for the manufacture of the product, takeovers, mergers, organizational or legal form changes, or parent company's being taken over by or merging (provided in such case that the third party merging with or taking over Supplier is acquiring the major part of Supplier's business). In any of such events, Supplier shall promptly inform Syngenta about the occurrence of such events.

Expiration or termination of the Contract shall not relieve the parties respectively of outstanding obligations or liabilities under the Contract or any PO unless specifically canceled by the terminating party.

20. **NOTICES:** Any notice under the Contract shall be made in writing and sent by registered prepaid mail to the other party's address as stated in the PO. Notices are deemed received five (5) business days from the date after dispatch.

21. **NON-WAIVER:** Failure to enforce a provision shall not waive the right to enforce it later or waive any other rights, powers, or privilege.

22. **SALVATORY CLAUSE:** Should one or more parts of these GTC or the Contracts prove to be invalid on unenforceable, the remaining provisions remain unaffected, and enforceable or shall be modified to reflect the parties' original intent.

23. **GOVERNING LAW AND JURISDICTION:** The Contracts shall be governed and construed in accordance with Swiss law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The exclusive place of jurisdiction for all disputes arising from or in connection with Contracts shall be the ordinary courts of the city of Basel, Switzerland.