

Terms of Purchase

1. Seller shall sell to the Syngenta Group Company specified on the attached Purchase Order (hereinafter, the "Buyer") quantities of goods or services (collectively "Goods or Services") designated on the face hereof at prices specified hereon. Delivery term shall be the essence of this contract. This Purchase Order (as defined below) constitutes an offer by Buyer to purchase from Seller the material identified herein, and this statement of general conditions sets forth all of the terms and conditions of the purchase by Buyer from Seller of such material (collectively, this "Purchase Order"). Seller's acknowledgement of this Purchase Order or its commencement of performance hereof shall confirm Seller's acceptance of these terms and conditions. Buyer hereby objects to and rejects any proposal by Seller to modify, amend, limit, add to or delete any of the terms and conditions contained or referenced in this Purchase Order (whether contained in Seller's quotation, acknowledgement, invoice, acceptance form or otherwise), unless specifically agreed to by Buyer in writing and signed by Buyer. Buyer's performance is expressly made conditional on Seller's assent to the terms and conditions of this Purchase Order. Notwithstanding the foregoing, if Buyer and Seller have entered into a separate written agreement signed by both parties governing purchases and sales, including the material described herein, then such separate written agreement shall control over any inconsistent provisions of this Purchase Order. Similarly, if any express provisions on the front of this Purchase Order are inconsistent with any terms of paragraphs 1 through 20 hereof, then said provisions shall prevail.

Furthermore, if there is a written agreement in place between Seller and Syngenta Crop Protection, LLC relating to the purchase and sale of goods or services that are the subject matter of this Purchase Order, the parties agree that the terms of that agreement are incorporated herein by reference and shall apply to any purchases made hereunder and that the terms of such agreement shall control over any inconsistent provisions of this Purchase Order.

2. Buyer may cancel all or any part of this Purchase Order or may refuse to accept, or may return at Seller's expense, any Goods or Services if Seller fails to deliver the Goods or Services within the time specified in this Purchase Order (time being of the essence hereof), or fails to deliver all or any part of the Goods or Services in accordance with its terms. Acceptance of part of the Purchase Order shall not oblige Buyer to accept later shipments, nor affect its right to return Goods or Services already accepted.

3. Goods or Services delivered under this Purchase Order shall be subject to inspection and test by Buyer and may be rejected in Buyer's sole and absolute discretion. All or any part of the order may be returned at Seller's expense for transportation and insurance both ways if found within thirty (30) days from date of their opening to be defective or not in accordance with the order. Acceptance of all or part of the Goods or Services, or payment therefor, or failure to notify Seller promptly shall not waive or affect Buyer's right to cancel or return all or part of the Goods or Services, or recover damages, or recover upon Seller's agreements of indemnity.

4. Cash discount period, if any, shall be computed as commencing with the date of invoice or receipt of Goods or Services, whichever is later.

5. No charge will be allowed for packing, boxing, crating, freight, insurance, express or other carrier's charges or cartage, and Seller shall prepay for all shipping charges, unless otherwise designated on this Purchase Order.

6. Seller agrees to pay all taxes now or hereafter imposed by law upon or on account of the production, sale, shipment, or use of any Goods or Services covered under this Purchase Order and Seller agrees to indemnify Buyer against and reimburse it for any expenditures it may be required to make on account of Seller's failure to pay such taxes and other governmental charges.

7. Seller represents and warrants to the Buyer and its customers that all Goods or Services to be delivered under this Purchase Order will be of merchantable quality, free from any latent or patent defect, will conform to Buyer's specifications, drawings and/or samples and will be safe for their intended use. Buyer shall have the right, at its option, to reject and hold subject to Seller's order any material that may be of inferior quality or defective, or which may fail to comply with the specifications, drawings, and/or samples. In case of such rejection, transportation of the rejected materials both to and from Buyer shall be at the expense of Seller, and rejected materials are not to be replaced except upon specific instructions from Buyer and Buyer shall have the right at its option to cancel the remainder, if any, of the Purchase Order, by notice to Seller at the time notice is given of the rejection. This warranty shall survive any inspection, delivery, acceptance or payment by Buyer of or for the Goods or Services, whether by Buyer or Buyer's customers.

8. Seller shall indemnify, defend and hold harmless Buyer, its insurers, agents, officers, directors, employees, successors, and assigns, against and from any and all losses, claims, damages, liabilities, costs and expenses (including costs of defense of every kind whatsoever and the aggregate amount paid in reasonable settlement of any action, suit, proceeding or claim) which Buyer may incur or for which Buyer may become liable or on account of any claim, action or proceeding brought against Buyer claiming money damages or any other form of relief (a) under any law, common law or otherwise, including but not limited to claims, actions or proceedings purporting to be based upon negligence, breach of contract, breach of warranty, or strict liability in tort, insofar as such claims, actions or proceedings arise or are alleged to arise out of any defects or alleged defects in the Goods or Services, or the nature of the material contained in the Goods or Services, or any actual or alleged commission by, Seller or any of its employees or agents in connection with the Goods or Services; (b) based upon or arising out of any actual or alleged invasion, or infringement by the Good or Services or by the Seller, its agents or employees, of any patent, trade secret, trademark, copyright, right of privacy, or any other tangible or intangible personal or property right; or (c) based upon or arising out of any actual or alleged violation by the Goods or Services or Seller, its agents or its employees of any statute, ordinance, administrative order, rule or regulation; and, in any case any action, suit or proceeding, which shall at any time be brought against the Buyer by reason of any such claim, Seller, if Buyer so requests, shall resist and defend such action, suit or proceeding at the sole expense of Seller by reputable counsel.

9. Seller represents and warrants that all materials delivered pursuant to this Purchase Order will have been produced, sold and delivered to Buyer in compliance with all applicable Federal, State, municipal and local laws, codes, rules, orders and regulations. If the Federal Food, Drug and Cosmetic Act ("Act") is applicable to any materials furnished under this Purchase Order, then for the purpose of Section 303(c) of said Act, Seller hereby guarantees that the materials comprising each shipment or other delivery to Buyer as of the date of such shipment or delivery, will not be adulterated or misbranded within the meaning of said Act, or within the meaning of any applicable state or local law in which the definition of "adulteration" and "misbranding" are substantially the same as those contained in said Federal Food, Drug, and Cosmetic Act, as such laws are constituted and effective at the time of such shipment or delivery, and will not be material that may not under the provisions of the said Act be introduced into Interstate Commerce.

10. Unless an FOB shipping point is specifically noted on the face of this Purchase Order, Seller, in addition to other risks Seller assumes by law, assumes all risks of loss or damage to the Goods or Services until delivered to and accepted by the Buyer, or alternatively delivered to and accepted by Buyer's customer. In the event the Goods or Services is rejected by Buyer or Buyer revokes its acceptance of the Goods or Services, all risks of loss or damage shall be deemed to have rested with Seller from the beginning.

11. Seller represents and warrants that all Goods and Services delivered under this Purchase Order have been or will be produced in accordance with the Fair Labor Standards Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended; Executive Order 11246 of September 24, 1965, as amended; Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Occupational Safety and Health Act of 1970, as amended; Executive Order 11738 of September 10, 1973; The Toxic Substances Control Act, as amended; any applicable affirmative action requirements for handicapped workers and veterans; and any applicable regulations concerning Minority Business Enterprise Subcontracting Programs. Each invoice must bear the following certification: "Materials or work covered by this invoice were produced in conformity with the Fair Labor Standards Act of 1938, as amended." Seller agrees to indemnify Buyer and its customers and to hold Buyer and its customers harmless against all liability and expenses, including counsel fees, if Seller fails to comply with the foregoing and in the event of such failure, Buyer may, in addition, cancel this Purchase Order in whole or in part.

12. Fire, flood, strikes, lock-out, epidemic, accident, shortage of customarily used transportation equipment (or suitable substitute), or other causes beyond the reasonable control of the parties, which prevent Seller from delivering or Buyer from receiving and/or using the commodity(s) covered by this Purchase Order, shall operate to reduce or suspend deliveries during the period required to remove such cause in the event of reduced deliveries by Seller under the provisions of this paragraph. Seller shall allocate its available supply of commodity among purchasers and Seller's divisions, departments, and affiliates on such basis that Buyer's percentage reduction in total quantity of commodity is proportionate to its relative purchases prior to any such reduction. Any deliveries suspended under this paragraph may be canceled without liability, and the quantity of Goods and Services ordered hereunder shall be reduced by the quantities so omitted; however, Buyer may at its option, extend the term of this Purchase Order to permit partial or total delivery of the product not delivered because of such contingency. In the event non-availability of raw materials causes Seller to reduce shipments to Buyer, Seller agrees to give Buyer the option to provide such raw materials to Seller at a price not to exceed market price. If Buyer provides such raw materials to Seller at such price, Seller will increase deliveries of commodity to Buyer by the amount produced with the raw materials supplied by Buyer up to the quantity specified in the Purchase Order.

13. To the extent that Seller's obligations hereunder require the performance of services by Seller or work to be done by Seller on Buyer's property or on property under Buyer's control, Seller agrees:

a.) To accept full responsibility for performing all work in a safe manner, so as not to jeopardize the safety of Buyer's personnel or property, or members of the general public.

b.) To comply with and enforce all Buyer's safety and fire protection regulations and all applicable federal, state, and municipal regulations, building codes or ordinances. For the purposes of this paragraph, the term Seller shall be deemed to include a contractor.

c.) Seller is retained by the Buyer only for the purposes and to the extent set forth in this Purchase Order, and Seller's relationship to the Buyer, during the period of its retention and services hereunder, is that of an independent contractor. Seller shall not be considered as having employee status or as being entitled to participate in any plans, arrangements, or distributions by the Buyer pertaining to or in connection with any pension or similar benefits for regular employees in connection with services performed under this Purchase Order. Seller shall be solely responsible for all state, federal or FICA tax or withholding payments incurred hereunder and Seller agrees to indemnify and hold Buyer harmless from any costs, fees or penalties that may arise in relation thereto.

d.) To maintain all licenses and permits required for the performance of services herein.

e.) To maintain, and revise as necessary, adequate insurance coverage applicable to the performance of services.

14. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, including any proceedings under the Chandler Act, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, the Buyer shall be entitled to cancel any unfilled part of this Purchase Order without an liability whatsoever.

15. Seller shall maintain an adequate and consistent quality control program so as to assure that the Goods or Services shall meet specifications as to appearance, performance and reliability. Seller shall furnish to the Buyer, if requested, results of quality control samplings.

16. Buyer may set off an amount payable at any time with respect to the Goods or Services against all present and future indebtedness of Seller to Buyer arising from this or any other transaction (whether or not related hereto).

17. This Purchase Order includes such additional terms as Buyer may make a part hereof by attachment or incorporation by reference when specified on the face hereof. Except as set forth in Section 1 of these terms and conditions, this instrument upon acceptance supersedes all previous agreements, if any, between the parties, and constitutes the sole and entire contract between them with respect to the Goods or Services, and no change, amendment or modification of the terms and conditions set forth herein shall be effective unless made in writing and signed by both parties. The Buyer shall have no obligation to honor Seller's invoice without a valid Syngenta purchase order number.

18. If any provision of this instrument and any agreement resulting herefrom is unenforceable or invalid, the instrument or agreement shall be ineffective only to the extent of such provision and the unenforceability or invalidity of the remaining provisions shall not be affected thereby.

19. THIS PURCHASE ORDER AND PERFORMANCE HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, notwithstanding its conflict of laws provisions. The Parties hereby confirm that they have agreed that all written documents between them be prepared in the English language only and such language shall be the governing language.

20. Except as set forth in Section 1 of these terms and conditions, this acknowledgement contains the final, complete and exclusive agreement between Buyer and Seller with respect to the Goods and Services as specified on the face of this Purchase Order. Buyer's acceptance of the Seller's offer is expressly conditional on assent to all of the terms and conditions set forth herein by Seller's authorized representative in writing.