



# **Syngenta Limited**

## **General Conditions of Contract Z 2-00 A**

### **Purchase Terms**

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## **1. DEFINITIONS**

In these conditions the following definitions shall (unless the context otherwise requires) have the following meanings:

“Buyer” shall mean Syngenta Limited.

“Seller” shall mean the provider of the goods and/or services specified in the Purchase Order.

“Affiliate” means any business entity which controls, is controlled by or is under common control with either party to this contract; for the purposes of this definition a business entity shall be deemed to “control” another business entity if it owns, directly or indirectly, 40% or more of the outstanding voting securities or capital stock of such business entity or any other comparable equity or ownership interest with respect to a business entity other than a corporation.

## **2 DELIVERY**

Goods shall be delivered on the date or during the period specified in the purchase order and Seller shall give reasonable notice of the proposed time and date of actual delivery. The Seller shall give notice of any likely delay in delivery as soon as practicable.

All goods must be delivered at the delivery point specified in the purchase order. Buyer may refuse delivery of goods not so delivered, or may, at its option arrange for delivery to the delivery point at the expense and risk of the Seller.

## **3 REJECTION**

In the case of goods delivered by the Seller not conforming with the contract in every respect or being unfit for the purpose for which they are specified the Buyer shall have the right to reject them. The making of payment shall not prejudice the Buyer's rights under this clause.

## **4 PRICE**

Buyer shall pay to the Seller in the manner laid down in the contract the agreed purchase price which is calculated in accordance with or is recorded in the contract.

## **5 TERMS OF PAYMENT**

Unless otherwise stated in the purchase order and subject to the prompt receipt of a valid invoice, payment will be made by the close of the month following the month during which the goods are delivered at the Buyer's works or other specified delivery point.

## **6. INCOTERMS**

The latest edition of Incoterms shall apply to all purchases from overseas. Where there is any conflict between the purchase order or these conditions and Incoterms, the purchase order and these conditions shall prevail.

## **7. CANCELLATION**

The Buyer may cancel the contract at any time subject to a minimum of seven days written notice and Buyer shall pay Seller such a sum as may be equitable in respect of work performed prior to cancellation.

## **8. SELLER'S DEFAULT OR INSOLVENCY**

8.1 If the Seller commits a breach of the contract and fails within ten days of notice by the Buyer to rectify the breach, the Buyer may, without prejudice to any other of his rights terminate the contract by notice in writing.

8.2 If Seller becomes insolvent or (being a Company) makes an arrangement with its creditors or has a liquidator or a receiver appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) Buyer may, without prejudice to any other of his rights, terminate the contract forthwith by notice to Seller or any person in whom the contract may have become vested. In such event it shall be lawful for the Buyer to enter the premises where the goods are situated and take possession of the goods and any materials the property in which has passed to or is vested in the Buyer.

## **9. FORCE MAJEURE**

If either party is prevented from performing its obligations under the contract by circumstances beyond its reasonable control, such obligations shall be suspended during any period of delay so caused. If the delay substantially defeats, or appears likely to substantially defeat, the purpose of the contract then either party may forthwith cancel the contract and neither party shall be liable to the other for any loss arising thereby.

Costs arising from Force Majeure circumstances shall be borne by the party incurring such costs.

## **10. PASSING OF PROPERTY AND RISK TO BUYER**

Subject only to clause 11 (Free Issue Materials) property and risk in the goods shall pass to Buyer on delivery.

## **11. FREE ISSUE MATERIALS**

Where the Buyer provides free issue materials to the Seller for incorporation into the goods they shall remain the property of the Buyer but shall be at the risk of the Seller during the period they remain in the Seller's possession. Seller shall maintain all such materials in good order and condition and shall use them economically and solely in accordance with the contract. Surplus materials shall be disposed of at the Buyer's direction. Waste or loss of materials shall be made good at Seller's expense.

## **12 HAZARDOUS GOODS & DANGEROUS SUBSTANCES**

All hazardous goods must be marked by Seller with international danger symbol(s) and display name of material in English. Transport and other documents must include declaration of hazard and name of material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. SELLER'S ATTENTION is drawn to all UK and International Agreements relating to the packing, labelling and carriage of hazardous goods and Seller must comply with any statutory regulations and observe any Codes of Practice pertaining thereto.

As soon as possible following the agreement of the contract terms all information held by or reasonably available to Seller regarding any potential hazards known or believed to exist in the transport, handling or use of the materials supplied shall be promptly communicated to the Buyer.

## **13 SOFTWARE**

Where the goods and/or services supplied by the Seller to the Buyer under this contract include in whole or part computer software then such computer software shall (unless otherwise agreed in writing or subject to a separate licence agreement) be licensed to the Buyer and/or Affiliates under these Conditions of Purchase. To the extent that any software is to be so licensed the Seller hereby grants to the Buyer and/or any of its Affiliates a nonexclusive, irrevocable, royalty-free, worldwide licence to use such software.

## **14 PATENT RIGHTS**

Seller will indemnify Buyer against any claim for infringement of Letters Patent, Registered Design, Trade Mark or Copyright by the use or sale of any article or material supplied by Seller to Buyer and against all costs and damages which Buyer may incur in any action for such infringement or for which Buyer may become liable in any such action. Where any Affiliate of the Buyer suffers any such claim as a result of its use of any software licensed to it by the Seller under condition 13 the Seller shall pay to the Buyer (by way of indemnity) a sum equivalent to all costs and damages which such Affiliate incurs as a result of such claim. Provided always that this indemnity shall not apply to any infringement which is due to Seller having followed a design or instruction furnished or given by Buyer or to the use of such article or material in a manner or for a purpose or in a foreign country not specified by or disclosed to Seller, or to any infringement which is due to the use of such article or material in association or combination with any other article or material not supplied by Seller. And provided also that this indemnity is conditional on Buyer giving Seller the earliest possible notice in

writing of any claim being made or action threatened or brought against Buyer and on Buyer permitting Seller at Seller's own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

## **15 ASSIGNMENT**

This contract, and/or any licences granted to the Buyer under condition 13, may be assigned or transferred either in whole or in part by the Buyer.

## **16 BUYER'S RIGHTS IN SPECIFICATIONS, PLANS, PROCESS KNOW-HOW, DRAWINGS, PATTERNS, ETC.**

Any specifications, plans, process know-how, drawings, patterns or design supplied by Buyer to Seller in connection with the contract shall remain the property of the Buyer and any information derived there from or otherwise communicated to Seller in connection with the contract shall be kept secret and confidential by Seller and shall not, without the consent in writing of Buyer, be published or disclosed to any third party, or made use of by Seller except for the purpose of implementing the contract.

The obligations with respect to secrecy and confidentiality contained in this clause shall not apply to information which:-

- (i) was already in Seller's possession or in the public domain prior to its disclosure by Buyer, or
- (ii) is purchased or otherwise legally acquired by Seller at any time from third parties having good title thereto, or
- (iii) comes into the public domain, otherwise than through the fault of the Seller.

Any specifications, plans, process know-how, drawings, patterns or designs supplied by Buyer must be returned in good order and condition, on fulfillment of the contract.

## **17 LAW**

This contract shall be subject to English Law and the jurisdiction of the English High Court.