

General Terms and Conditions of Purchase of Services - Nufarm Ltd and its Affiliates

1. Interpretation and Definitions

1.1 In these Conditions the following definitions shall have the following meanings unless the context requires otherwise

“AGREEMENT” means in relation to the supply of Goods and/or Services by a Seller to the Buyer, these Conditions, the Purchase Order and the Separately Agreed Terms in Writing (if any) in accordance with Clause 2.2.

“AFFILIATE(S)” means, with respect to a Party to this Agreement, any other 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, agreement or otherwise, to govern the operating and financial policies of the controlled entity.

“ANTI-BRIBERY LAWS” means the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010 and all other applicable national, regional, provincial, state, municipal or other laws, regulations, codes and sanctions relating to anti-bribery, anti-corruption or anti-money laundering, including to such laws and regulations of the countries in which the Seller, its Affiliates or its customers have operations.

“BUYER” means the Affiliate entity of Nufarm Limited named in the Agreement which references and incorporates these Conditions.

“CONDITIONS” means the terms and conditions set out in this document.

“CORPORATIONS ACT 2001 (Cth)” means the Australian *Corporations Act 2001* (Cth).

“DELIVERY ADDRESS” means the site and location nominated by the Buyer as the shipping address for the location of the performance of the Services as specified in the Purchase Order.

“FORCE MAJEURE EVENT” means any occurrence or cause which effects a failure or delay in the performance of a Party’s obligation under the Agreement after reasonable care, proper precautions and reasonable foresight has been carried out and which includes but is not limited to acts of God, storm, fire, flood, war, riot, strikes or any other unforeseeable circumstances beyond the control of the Party whose performance is affected and which, by the exercise of reasonable diligence, proper precautions and reasonable foresight, the affected Party is unable to reasonably prevent or provide against. However, mechanical breakdown or failure in the supply of utilities shall not be deemed a cause beyond either Party’s reasonable control.

“GOODS” means the goods (if any, including any instalment of any goods or any part of them) described in the Purchase Order.

“GST” means goods and services tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“HIDDEN DEFECTS” mean any inherent defects, inadequacies or other defects in the Goods which were not actually identified during inspection.

“INTELLECTUAL PROPERTY RIGHTS” mean all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets), know-how, copyright, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields, including (i) all rights in all applications to register those rights; and (ii) all renewals and extensions of those rights.

“OFFER” means an offer of the Seller to provide Goods and/or Services.

“PURCHASE ORDER” means the Buyer’s request to the Seller to provide Services on the Buyer’s standard purchase order form.

“PARTY” and “PARTIES” shall mean Buyer or/and Seller;

“PRICE” means the charge for the Services.

“SELLER” means the person so described in the Agreement.

“SERVICES” means the services (if any) described in the Agreement.

“SEPARATELY AGREED TERMS” means all terms and conditions for the supply of Services agreed upon in Writing by the Parties separate from the

terms and conditions stipulated in a Purchase Order, including a Specification in case that this is not already incorporated in the Purchase Order.

“SPECIFICATION” includes any plans, drawings, data or other information relating to the Services.

“WRITING/WRITTEN” includes but is not limited to facsimile transmission and comparable means of communication.

1.2 In these Conditions:

- a) the singular will include the plural and vice versa;
- b) the headings in these Conditions are for convenience only and shall not affect their interpretation;
- c) customary trade terms shall be interpreted in accordance with the Incoterm;
- d) the meaning of general words are not limited by specific examples introduced by “such as”, “for example”, “including” or “otherwise”;
- e) any reference in these Conditions to a law, regulation, or legal requirement shall be construed as a reference to that law, regulation or legal requirement as amended, re-enacted or extended at the relevant time;
- f) reference to any Buyer standards and procedures will mean that standard or procedure as amended, modified or replaced from time to time;
- g) the Agreement or any part of it must not be construed adversely against a Party just because that Party prepared it;
- h) reference to a Party or Parties includes a reference to its successors and permitted assigns in accordance with the Agreement; and
- i) [reference to ‘\$’ or “dollars” is a reference to Australian dollars unless otherwise expressly provided.]

2. Acceptance of the Conditions

2.1 Subject to clause 2.2, these Conditions (as amended from time to time) apply to each performance of Services to the Buyer and/or its Affiliates and each Seller of Services to the Buyer will, in making such supply, be deemed to have unconditionally agreed to be bound by these Conditions.

2.2 These Conditions apply in addition to all Purchase Orders or Separately Agreed Terms and, if these Conditions are inconsistent with any provision in the Purchase Order or the Separately Agreed Term, the Purchase Order and/or the Separately Agreed Term will prevail to the extent of such inconsistency. If the terms and conditions of the Separately Agreed Terms are inconsistent with any provision in the Purchase Order, the Separately Agreed Terms shall prevail provided they are agreed upon in Writing subsequent to the placement of the Purchase Order.

2.3 These Conditions may be changed from time to time as described below or by written agreement. The Buyer has the right to change any or all of these Conditions of sale in case of (i) changes in law (ii) changes in jurisdiction or (iii) material changes in market circumstances at any time provided that the Buyer informs the Seller in Writing of the change in due course prior to the effectiveness of the change stating that the change will be deemed accepted by the Seller in the case that the Seller does not contradict the changes within two weeks after the notification of the latter and continues to provide Services to the Buyer.

2.4 Conflicting or deviating conditions of sale and delivery of the Seller shall not be deemed accepted by the Buyer unless the Buyer has explicitly accepted them in Writing for a specific Purchase Order or a specific supply of Services.

3. Offer and Purchase Order

3.1 If the Buyer provides the Seller with an unbinding inquiry and the Seller provides the Buyer with a respective offer, this offer

shall cover exactly the quantities and the terms and conditions as stated in Buyer's inquiry. The Seller shall explicitly outline any deviation from the inquiry in the offer. The Seller shall provide the Buyer with an offer free of charge and the offer shall not have any binding effect towards the Buyer.

3.2 If the Seller deviates from a Purchase Order in any confirmation letter, the Seller is obliged to point this deviation out to the Buyer. Purchase Orders only have a binding effect if they are placed in Writing by the Buyer and deviations from a Purchase Order only have a binding effect if they are confirmed in Writing.

3.3 A contract based on a Purchase Order is deemed to have been concluded as soon as the Seller, after receiving a Purchase Order from the Buyer, has confirmed the Purchase Order or executes the Purchase Order or provides a Service in relation to that Purchase Order.

3.4 The Seller shall in any correspondence name the purchasing department, complete number and the date of the Purchase Order and the reference of the Buyer.

4. Quantity, Quality, Description of the Goods and/or Services

4.1 The quantity, quality and performance of the Goods and/or the Services shall, subject as provided in these Conditions, be (i) as specified in the Purchase Order, (ii) as specified in any applicable Specification supplied by the Buyer to the Seller or prepared by the Seller and agreed to by Buyer in Writing (iii) as otherwise agreed in a Separately Agreed Term subsequent to the placement of the Purchase Order, whichever is applicable.

4.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Agreement, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required by law or for the purpose of the Agreement.

5. Delivery and Time of Delivery

5.1 The Services shall be performed at, the Delivery Address and on the date or within the period stated in the Agreement, at the time specified in the Agreement and if not specified in the Agreement in either case during the Buyer's usual business hours.

5.2 The date of performance of the Services may be specified by the Buyer after entering into the Agreement, in which case the Buyer shall give the Seller reasonable notice of the specified date.

5.3 The Seller shall perform all Services in accordance with the Agreement and shall comply with all federal, state and municipal laws and regulations and any other applicable laws, regulations, and legal requirements concerning the performance of the Services.

5.4 In the event that the Seller expects that it might not be able to fulfil or fulfil in time, all or part of its obligations under the Agreement, it is obliged to inform the Buyer immediately after gaining knowledge of the risk of likely non performance, stating the reasons and the effect on the fulfilment of its obligations and the likely time frame of a delay.

5.5 The time of performance of the Services is of the essence and if the Seller fails to meet the delivery time specified, it shall be considered as being in delay from that date onwards and this failure shall constitute a material breach of the Agreement under Clause 14.3.i) and any other provision herein, shall be grounds for immediate termination of the Agreement by Buyer.

5.6 If the Services are to be performed, by instalments or phases, the respective instalments or phases will be treated as a single Agreement and not severable.

5.7 If due to special circumstances, the Buyer is not able to receive the Services at the time agreed, the Seller shall postpone the

delivery at Buyer's request, for a reasonable time as stated by the Buyer.

6. Price of goods and / or services

6.1 The Price of the Goods and/or the Services shall be as stated in the Agreement and, unless expressly stated otherwise shall be inclusive of all charges for packaging, packing, shipping, carriage, inspection, testing, equipment, insurance and delivery of the Goods to the Delivery Address and the costs of the Services and any duties, taxes (except for GST), imposts or levies, royalties, and all amounts payable for the use of intellectual property (including licences) and moral rights consents.

6.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.

6.3 Should the Seller reduce its prices or grant better conditions after providing an offer or a quote or after the Buyer has issued a Purchase Order, the prices and conditions effective at the date of delivery shall apply.

7. Terms of Payment

The Seller is responsible for rendering the Services at the Delivery Address and shall bear all related transportation costs and other costs necessary to duly fulfil its obligations under this Agreement except as expressly stated otherwise herein or confirmed by the Buyer in Writing.

8. Terms of Payment

8.1 The Seller must promptly but in any event within 30 days of the date of completion of the Services submit to the Buyer a valid tax invoice specifying:

- a) the relevant Purchase Order/Agreement number;
- b) the Services performed as at the date of the invoice;
- c) the Delivery Address and date of performance of the Services;
- d) where Services are charged on a time basis, the actual hours spent by individual personnel performing the Services; and
- e) such other particulars as are necessary to enable the Buyer to enable the Buyer to confirm the amount of the invoice and to obtain input tax credits for the amount of GST payable.

8.2 Unless otherwise stated in the Agreement, the Buyer shall, subject to the conditions in this Agreement, settle the invoice within 90 days after the receipt by the Buyer of an invoice which complies with the requirements set out in Clause 8.1. The Buyer shall not be obliged to settle the invoice in the event that:

- a) he retains a part of the Price as provided in the Agreement; or
- b) he disputes the invoice, in which case the Buyer is entitled to withhold payment of the full invoice amount until the dispute is resolved.

8.3 The Buyer shall be entitled to deduct and set off from any moneys due to the Seller against any sums owed to the Buyer by the Seller. This does not limit the Buyer's right to recover those amounts in other ways.

8.4 The Buyer is not liable to pay amounts in respect of any part of the Services which the Buyer reasonably determines have not been provided in accordance with the Agreement.

8.5 The Buyer may withhold payment until the Seller gives the Buyer an appropriate statutory declaration regarding payment of all workers compensation premiums and payroll tax in connection with the Agreement.

8.6 Payment will be made by electronic funds transfer or cheque. The Seller is responsible for providing the Buyer with the correct information regarding its bank account and with all other information necessary to enable the Buyer to execute the

payment. If the Seller has not provided the Buyer with a correct tax or business number, the Buyer is entitled to withhold from any payment made to the Seller such amounts as are required for the Buyer to comply with the provisions of any taxation legislation.

8.7 In addition to paying the VAT/GST-exclusive Price, and if required by law, the Buyer must pay to the Seller an amount equal to any VAT/GST payable for any supply of Goods or provision of Services by the Seller under the Agreement. This VAT/GST compensation shall be payable on the date the VAT/GST-exclusive Price for the supply or performance is due under Clause 8.2.

9. Access to the Delivery Address and Safety Instructions

9.1 The Seller acknowledges that it is familiar with the Delivery Address and its surrounds and that it accepted responsibility for any additional costs, losses and expense arising out of the physical conditions and characteristics of the Delivery Address.

9.2 The Seller (and any employee, agent or subcontractor of the Seller) must:

- a) complete all relevant inductions as required by the Buyer prior to commencing performance of Services at the Delivery Address;
- b) at all times while performing the Services at the Delivery Address, comply in full with all safety, health and environment guidelines, rules and procedures applicable to the site, any applicable OH&S law or legislative requirement, any legal request, demand, notice or order in connection with the Agreement from any authority (including occupational health and safety (OH&S) and transportation departments) and with all directions and orders given by the Buyer's representatives;
- c) use its best endeavours not to interfere with the Buyer's activities or activities of other suppliers at the Delivery Address;
- d) when present on a Buyer's site keeping the Buyer's areas and property (of any person) on the site in good order and condition and clean at all times;
- e) remove its tools, plant and equipment and if required remove debris and refuse arising out of the supply of Services; and
- f) whenever carrying out performing the Services, ensure that no person (whether or not employed by the Seller or the Buyer) is exposed to any risk to their health and safety.

9.3 The Seller agrees that except for those Services it provides to the Delivery Address, and unless expressly agreed in Writing, for the purposes of the relevant occupational health and safety legislation, the Seller is the principal contractor for all sites where it performs Services.

9.4 The Seller is responsible for any damage caused by the Seller and its agents, sub-contractors or employees. If the Seller fails to comply with Clause 9.2, the Buyer may where possible rectify the breach and the cost is a debt due and payable by the Seller to the Buyer on demand.

10. Insurance

10.1 The Seller undertakes to, on or prior to the commencement date of the Agreement, take out and maintain until completion of the Agreement and any additional period stated, the following policies at its own expense:

- a) Workers' Compensation or any like insurance [as required by law] (including occupational disease where required by Law) and employer's indemnity insurance, of not less than twenty \$20 million, which complies with the relevant Laws in the State or Territory where the Work is being performed covering all Claims and liabilities under any statute and at common Law (where applicable) for the death of or injury to:

- i. any person employed by the Seller or any of its sub-contractors in connection with the Agreement;
- ii. any person who is a worker of the Seller or any of its sub-contractors in connection with the Agreement and who may be deemed under statute to be a worker of the Buyer; and
- iii. any director of a private company who performs any work or service under the Agreement.

- b) personal accident and disability insurance to an amount not less than \$2 million each occurrence, unless the Seller does not personally carry out any part of the obligations under the Agreement at the Delivery Address or any other premises of the Buyer
- c) professional indemnity insurance of not less than two \$10 million for each occurrence, and in the aggregate for all claims arising in the same insurance period, covering any professional services provided by the Seller under the Agreement, such policy to continue post the expiration and termination of the Agreement for a period of not less than six (6) years.
- d) any other insurance reasonably required by the Buyer.

10.2 The Seller must ensure that the interests of the Buyer under this Agreement are duly noted in the insurance policies set out in Clause 10.1.

10.3 The Seller must, on or prior to the commencement date of the Agreement and otherwise when requested by the Buyer to do so, promptly satisfy the Buyer and provide evidence that the insurances referred to in Clause 10.1 are current and will not be materially changed or cancelled without at least thirty (30) days prior notice in Writing to the Buyer.

10.4 The Seller must ensure that every sub-contractor engaged by the Seller complies with this Clause 10 as if it were the Seller.

10.5 Clauses 10.1 (f) and 10.3 shall survive the termination or expiration of the Agreement or the completion of the Services.

11. Warranties

11.1 The Seller warrants and represents to the Buyer that:

- a) the use of the Services by the Buyer or any other person for any purpose, will not infringe any Intellectual Property Right including those of any third party, and
- b) he holds all relevant import licenses, marketing approvals, registrations, consents or authorities necessary for the performance of the Agreement, and
- c) the Buyer will have full benefit of any manufacturer's warranties and any other usual and trade warranties that may be applicable to the Goods or any part of the Goods as well as any warranties which the Buyer may specifically request, and
- d) the Services comply with all relevant standards, good industry practices or codes, applicable laws, regulations and legal requirements, and
- e) to the extent that a Specification and description of the Services is set out in the Agreement, the Services comply with this Specification and description, and
- f) the Goods are new unless otherwise specified in the Agreement and of recent manufacturing, and
- g) the Services will be performed with due care, diligence and attention in a safe and diligent manner and to such high standard of quality as it is reasonable for the Buyer to expect in all circumstances, and
- h) the Services will be performed by appropriately qualified, trained, licensed, authorized, permitted, competent and experienced personnel and by the key personnel (if any) specified in the Agreement, and

- i) the Services will be performed in a timely manner and in accordance with the program or timetable, if any, specified in the Agreement (time being of the essence).
- 11.2 The Seller warrants further that it will use due care to ensure that Seller's employees or agents will keep confidential any information disclosed or made available to or observed by (whether orally, in writing or in any other way) such employees or agents while on Buyer's premises.
- 11.3 The Seller acknowledges that the Buyer has entered into the Agreement in reliance upon the warranties contained in this Clause 11.
- 11.4 The warranties provided for in this Clause 11 shall be in addition to those implied by or available at law or in equity and these implied warranties shall continue in force notwithstanding the acceptance by the Buyer of all or any part of the Services in respect of which such warranties and remedies are available.

12. Remedies, Liability and Indemnification

- 12.1 Without prejudice to any other remedy, if in the reasonable opinion of the Buyer, any Services are not performed in accordance with the Agreement, then the Buyer shall be entitled to one or more of the following remedies:
- a) to reject the Services in whole or in part;
 - b) require the Seller to re-deliver the deficient part of the Services, at the Seller's own cost and in accordance with the Agreement; or
 - c) to reduce the Price by an adequate part which has been paid, in consideration of the reduced value of the Services due to the undue performance of the Services,
 - d) to treat the Agreement as terminated due to the Seller's breach,
 - e) to refuse to accept any further deliveries of the Services but without any liability to the Seller.
- 12.2 Without prejudice to any other right or remedy of the Buyer whether under the Agreement or not, the Seller shall indemnify, protect, defend and hold harmless the Buyer and Buyer's Affiliates, officers, employees, directors, and contractors in full against any and all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses, including but not limited to court, legal and other professional fees and expenses, or claims awarded against or incurred or paid by the Buyer as a result of or in connection with:
- a) breach of any warranty given by the Seller in relation to the Goods or the Services or any other failure of Seller to comply with its obligations under the Agreement;
 - b) any liability under any applicable consumer protection laws or regulations or under tort in respect of the Goods and/or Services;
 - c) any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods or providing the Services; and
 - d) any act or omission of any of the Seller's personnel in connection with the performance of the Services.
- 12.3 If any claim described under Clause 12.2 is brought against the Buyer, the Buyer shall give prompt written notice thereof to the Seller. At the Seller's cost, (a) the Seller shall immediately take control of the defence of such claim and shall, at its expense, engage attorneys acceptable to the Buyer to defend such claim and (b) the Buyer shall cooperate with the Seller (and its attorneys) in the defence of such claim, provided, however, that the Buyer may, at its own cost, participate (through its attorneys or otherwise) in such defence. No settlement of a claim that involves a remedy other than the payment of money by the Seller shall be entered into without the consent of the Buyer. If the Seller does not assume control over and pay for, on an ongoing basis, the defence of a claim as provided in this Section,

the Buyer may defend the claim in such manner as it may deem appropriate, at the cost of the Seller. Should the supply or use of the Goods or the performance of the Services become, or in the opinion of the Seller be likely to become, the subject of such an infringement or misappropriation claim, the Seller may, at its expense and option, (i) procure for the Buyer the right to continue receiving or using the Goods and/or the Services free of any liability, or (ii) replace or modify, in whole or in part, the Goods or the Services, so as to be non-infringing and non-misappropriating, provided, however such replacement or modified services are acceptable to the Buyer. Alternatively the Buyer may opt for a refund by the Seller to the Buyer of any charges paid in respect of the respective Goods and/or Services.

- 12.4 Every indemnity, exemption, limitation, defence, immunity or other benefit contained in the Agreement to which the Buyer is entitled will also be held by the Buyer on trust for the benefit of, and will extend to protect, each of the Buyer personnel, officer employees and Buyer's Affiliates.
- 12.5 Each indemnity in the Agreement is a continuing obligation separate and independent from the Seller's other obligations and survives expiry or termination of the Agreement.
- 12.6 It is not necessary for the Buyer or any Affiliate of the Buyer to incur expense or make payment before enforcing a right of indemnity conferred by the Agreement.

13. Intellectual Property

- 13.1 Without any further fee payable to or consent required from the Seller, all Intellectual Property Rights, including but not limited to such in documents, materials, drawings and inventions, produced or acquired (excluding use under license from a third party) by the Seller or Seller's personnel in connection with the performance of the obligations under the Agreement shall vest in the Buyer upon creation or acquisition, and if necessary, the Seller must, and ensure its relevant personnel does, assign or transfer all such Intellectual Property Rights to the Buyer. The Seller must, and ensure its relevant personnel does, sign all documents and do anything else required to give effect to the assignment or transfer or moral rights consents under this Clause.
- 13.2 The Buyer grants to the Seller an irrevocable and royalty-free licence to use those Intellectual Property Rights required for the purpose of performing the Services.
- 13.3 The Seller (if an individual) consents and must procure the consent of any other individual involved in producing any Intellectual Property Right referred to in Clause 13.1, to any act or omission by the Buyer in using the Intellectual Property Right that might otherwise breach the individual's moral rights.
- 13.4 Each Party will continue to retain sole ownership of all Intellectual Property Rights owned by that Party prior to the date of the Agreement, or acquired or developed by that Party independently of the performance of the Agreement and not acquired by the Agreement but used in the performance of the Agreement. The Seller grants to the Buyer an irrevocable, perpetual, worldwide and royalty free licence to use any Intellectual Property Rights not vested in the Buyer that is necessary for the Buyer to have the benefit of the Services provided under the Agreement.
- 13.5 The Intellectual Property owned by the Buyer shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Buyer on demand by the Buyer and the Intellectual Property Rights owned by the Buyer shall not be disposed of other than in accordance with the Buyer's written instructions, nor shall it be used otherwise than as necessary for the Seller to perform the Agreement. The Seller shall be liable for any loss or damage to Intellectual Property Rights owned by the Buyer whilst in the Seller's trust, care or control.

14. Termination

- 14.1 The Buyer shall be entitled to cancel any Agreement in respect of all or part of the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's

sole liability shall be to pay to the Seller any cost actually incurred to date by Seller due to Buyer's placement of such Purchase Order; provided, however, that such cost is properly documented in Writing by paid receipts or the like to Buyer's reasonable satisfaction.

14.2 The Buyer may, by notice in Writing, terminate the Agreement at any time without cause in whole or in part. Upon receipt of a notice of termination under this Clause, the Seller must cease performance of the Agreement and take all available steps to minimise loss arising from termination. The Buyer will pay the Seller a fair and reasonable compensation for work in progress but such compensation shall not include loss of anticipated profits or any consequential loss. The Buyer will not be liable for any other damages or compensation for the termination.

14.3 The Buyer shall be entitled to terminate the Agreement without any liability to the Seller by giving notice to the Seller at any time if:

- a) the Seller is unable to pay its debts as and when they fall due;
- b) the Seller makes any voluntary arrangement with its creditors or becomes bankrupt or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- c) a receiver, administrator or liquidator is appointed, or a meeting of creditors is called, in relation to the Seller or the Seller enters into an arrangement with its creditors or otherwise takes advantage of laws in force in relation to insolvent debtors; or
- d) the Seller ceases, or threatens to cease, to carry on business; or
- e) there is a change in control (as that term is defined in the *Corporations Act 2001* (Cth)) in relation to the Seller; or
- f) the Seller or its representatives engage in conduct that, in the reasonable opinion of the Buyer, endangers health and safety; or
- g) the Seller or its representatives breach the (relevant safety policy/conditions of entry onto the Buyer's site).
- h) the Buyer reasonably believes that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.
- i) the Seller commits a breach of any provision of the Agreement.

14.4 Without limiting the survival of rights and obligations after termination under common law, the following shall apply: All rights and duties accrued prior to termination such as the Seller's warranties or obligation to pay all outstanding moneys, damages or compensation to Buyer under this Agreement and all conditions which expressly or impliedly have effect after termination shall survive termination, including without limitation clauses 13 & 19.

15. Changes/ Variation

15.1 The Buyer may at any time request a change in any of the Services, including a request for additional work or a reduction in the scope of the Agreement.

15.2 The Seller shall comply with all such requests unless it considers that it is unable to do so, in which case it will immediately inform the Buyer in Writing stating its reasons.

15.3 If, in the Seller's opinion, the requested change will affect either the amount payable under the Agreement or the performance or completion of any Services, the Seller shall within 7 days of receiving the request provide the Buyer with a Written statement showing all costs and time implications and the effect upon delivery of any Goods performance or completion of the Services.

15.4 The Buyer will notify the Seller in Writing whether it accepts the Seller's statement and it may require further information from the Seller before making its decision. Any change to amounts payable or any dates for delivery, performance or completion are only valid if made in Writing by the Buyer and will take place in accordance with the Buyer's confirmation of acceptance of the change.

16. Affiliates

Any Affiliate of the Buyer is entitled to order, under the same conditions as set forth in the Agreement, Services from the Seller (or from an Affiliate of the Seller). For the avoidance of doubt these orders form separate local agreements between the Affiliate of the Buyer and the Seller or the Affiliate of the Seller. Notwithstanding the foregoing, if the Parties have agreed about a minimum scope of Services or if the Parties have agreed upon a rebate scheme or a similar clause, Services received by an Affiliate of the Buyer are deemed to be Services received by Buyer in respect to the minimum scope of Services, a rebate scheme or a similar clause.

17. Subcontracting and Assignment

17.1 The Agreement is personal to the Seller and the Seller shall not subcontract, assign, transfer, novate any right or obligation under this Agreement or purport to do so, without the prior Written consent of the Buyer. Any subcontracting, assignment, transfer, or novation in violation of this Clause 17.1 shall be null and void. The Seller hereby consents to the Buyer assigning, transferring or novating any or all of its rights or obligations under this Agreement at any time to any person.

17.2 The Buyer's consent to the Seller's subcontracting, assignment, transfer, or novation of any right or obligation under this Agreement shall not relieve the Seller of its responsibility for any obligations contained in the Agreement, or at law, or for any Services and the Seller must ensure that every sub-contractor or assignee engaged by the Seller complies with the obligations under this Agreement as if it were the Seller.

18. Force Majeure,

The Buyer reserves the right to defer the date of delivery or payment or to cancel the Agreement or reduce the scope of the Service ordered in the case of the occurrence of a Force Majeure Event

19. Confidentiality,

19.1 The Seller shall (i) keep confidential any information provided by or on behalf of Buyer (whether orally or in writing) in connection with this Agreement, including but not limited to any, technical or commercial know-how, inventions, processes or initiatives which are of a confidential nature provided by or on behalf of Buyer, any Specification provided by or on behalf of Buyer and any Specification specially prepared by Seller in accordance with Buyer's requirements, and any other confidential information concerning the Buyer's business or its products which the Seller may obtain and (ii) disclose such information only to those employees or agents or sub-contractors of Seller who need to have such information to perform Seller's obligations under the Agreement, and (iii) use due care and take appropriate measures so as to ensure that such employees, agents, assignees, or sub-contractors of Seller adhere to the terms of this Agreement as if they were a party of this Agreement. This Clause 22 shall survive the termination of the Agreement for 10 years and any breach of this Clause shall be deemed a material breach of this Agreement under Clause 17.3 i).

20. Anti Bribery and Corruption

20.1 The Seller represents and warrants that in connection with the performance of the Agreement or the business resulting therefrom (i) it is aware of and it has complied with and will comply with Anti-Bribery Laws, and (ii) it will adhere to the Croplife International Code of Conduct and (iii) neither it nor its Affiliates, shareholders, (sub)contractors, suppliers, agents, assignees, employees, officers, directors, or representatives have made, offered or authorized or will make, offer or authorize any improper or illegal payment, gift, promise or other advantage, including facilitation or so called "grease" payments, whether directly or through any other person or entity, to any third party, including any governmental officials or any political

party, with the intent that such person, governmental official, or political party will perform its responsibilities improperly.

- 20.2 The Seller shall have and maintain in place throughout the term of this Agreement its own policies to ensure that it and any of its Affiliates, shareholders, (sub)contractors, suppliers, agents, assignees, employees, officers, directors, or representatives, who provide services under, or in connection with, this Agreement, comply with the Anti-Bribery Laws and will enforce them where appropriate. Upon Buyer's request, the Seller shall demonstrate its compliance with this Clause 20, by providing documents, data and other reasonable means requested by the Buyer. The Seller must ensure that any contract with sub-contractors or assignees entitles the Buyer to audit the sub-contractor's or assignee's compliance with this Clause 20.
- 20.3 The Seller shall defend the Buyer, its employees and Affiliates against any and all threatened or actual claims, suits, actions, or proceedings, and indemnify and hold each and all of them harmless against any losses, claims, expenses, costs incurred (including pre-suit investigations, expert fees, legal fees) and any and all sums paid or awarded with respect thereto such as penalties, damages, restitutions or otherwise, if (i) the Seller or its Affiliates, shareholders, (sub)contractors, suppliers, agents, assignees, employees, officers, directors, or representatives are made the subject of any claim, charge, or accusation of being, or are found to be, in violation of Anti-Bribery Laws, or (ii) arising out of Seller's representations in this Clause 20 being untrue or (iii) arising out of Seller's breach of any of its warranties and undertakings in this Clause 20.
- 20.4 The Seller undertakes to immediately notify the Buyer if, in connection with the Agreement or the business resulting therefrom, (i) it becomes aware of any breach of this Clause 20, or (ii) it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage of the type mentioned in Clause 20.1.
- 20.5 The Seller confirms that this Agreement was expressly made on the basis that Anti-Bribery Laws and the Supplier Code of Conduct would not be violated by the Seller. The Seller acknowledges that the contents of the Agreement may be disclosed by the Buyer to third parties for the purposes of demonstrating compliance with this Clause 20.
- 20.6 The Supplier must not use any child labour. Child labour is considered any work or activity that interferes with the full time schooling of a child and/or is mentally, physically, socially or morally dangerous and harmful to children. In addition, the Seller must not employ children younger than the legal minimum working age for children and must not employ young people to undertake dangerous or hazardous work.
- 20.7 The Buyer is entitled to terminate the Agreement immediately by written notice, without any liability to the Seller, if in the Buyer's reasonable opinion, the Seller, or its Affiliates, shareholders, (sub)contractors, suppliers, agents, assignees, employees, officers, directors, or representatives have breached this Clause 20 or that such a breach will reasonably likely occur.

21. Relationship between the Parties

The relationship between the Buyer and the Seller is one of independent seller and buyer or principal and independent contractor. Nothing in this Contract shall create a relationship of joint venture, trust, employment, agency or partnership. The Seller does not have authority to contract with third parties on behalf of the Buyer or to otherwise bind the Buyer, unless the Buyer's prior Written consent is provided.

22. Waiver

No delay or failure by the Buyer to exercise any right or remedy operates as a waiver unless it is made in Writing. Any written waiver is effective only to the extent of the specific instances identified. No waiver by the Buyer of any breach of the Agreement by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

23. Severability

If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other

provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

24. Written Form

Any amendments to the Conditions or the Agreement shall be made in Writing between the authorized representatives of the Buyer and the Seller. This requirement may not be waived by oral declaration.

25. Notices.

Any notices required pursuant to the Agreement shall be in Writing addressed to the Parties at the address specified in the Purchase Order or Agreement (or at such other address or addresses as may be provided in Writing for the purpose) and once given or made shall be deemed to be duly given or made:

- a) in case of a letter, at the expiry of ninety six (96) hours after the time of posting by pre-paid ordinary post (whether or not received by that time), or at the time of actual receipt by the addressee, whichever occurs first,
- b) in the case of facsimile, when sent; and
- c) in the case of personal delivery, when delivered.

26. Advertising Material

Seller shall not refer to its business connection with Buyer in any information or advertising material except with Buyer's Written consent.

27. Origin of Goods

The Goods supplied must conform to the conditions of origin as required by the applicable laws and regulations, unless the order confirmation expressly states otherwise.

28. Jurisdiction and Venue

- 28.1 When the Buyer is domiciled in Australia, the Agreement shall be governed by the laws of Victoria and the parties shall submit to the jurisdiction of the courts in Victoria. When the Buyer is domiciled in New Zealand, the Agreement shall be governed by the laws of New Zealand and the parties shall submit to the jurisdiction of the courts in New Zealand.
- 28.2 When the Buyer is domiciled in Singapore or Malaysia, the Agreement shall be governed by the laws of Singapore and the parties shall submit to the jurisdiction of the courts in Singapore.
- 28.3 When the Buyer is a domiciled in Hong Kong or China, the Agreement shall be governed by the laws of the SAR Hong Kong and the parties shall submit to the jurisdiction of the courts in SAR Hong Kong.

29. Entire Agreement

The Agreement shall be the complete and final Agreement between the Parties and any prior Agreement, understanding or discussion between the Parties (whether oral or written) shall be superseded by this Agreement.

Updated June 2018.