

# **Syngenta Standard Terms and Conditions for the Purchase of goods and services for Croatia**

## **Compliance: Syngenta Supplier Code of Conduct**

Syngenta is committed doing business with the highest possible standards of ethics and integrity. By accepting this order, Supplier confirms having read the full version of "Syngenta Supplier Code of Conduct". You can find the full version on the internet following the link <https://www.syngenta.com/en/company/supplier-code-of-conduct>.

## **1. Interpretation and Definitions**

### **1.1 In these Conditions:**

**'BUYER'** or **'SYNGENTA'** means Syngenta entity represented by a duly authorized representative

**'CONDITIONS'** means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions set forth in the Order and any applicable Specification or approval pursuant to Clause 3.1 (ii) and (iii), respectively

**'CONTRACT'** means contractual instrument formed by each Order together with these Conditions

**'DELIVERY ADDRESS'** means the address set out in the Order for the delivery of performance of the Goods and Services

**'GOODS'** means the goods (if any, including any instalment of any goods or any part of them) described in the Order

**'ORDER'** means the Buyer's purchase order which references and is subject to these Conditions and any order that includes the delivery of Goods and/or the performance of Services in several instalments or phases shall be deemed a single order

**'PRICE'** means the price of the Goods and/or the charge for the Services

**'SERVICES'** means the services (if any) described in the Order

**'SUPPLIER'** means the person so described in the Order, and in general, the contractor who, acting in his professional field, undertakes to provide in Service and/or deliver the Goods.

**'SPECIFICATION'** includes any plans, drawings, data or other information relating to the Goods or Services

**'WRITING'** includes but is not limited to email, postal service and comparable means of communication.

1.2 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.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

## **2. Basis of Purchase**

2.1 For the procurement of Goods and/or Services, Syngenta will forward to the Supplier a request for offer corresponding to the desired transaction and/or the Specification of Goods or Services. Such request shall not be binding on Syngenta until a valid offer has been received from the Supplier and accepted in writing by the issuance of the relevant Order as described in this clause.

2.2 Upon receipt of a request, the Supplier will prepare, free of charge, an offer associated with the transaction communicated by Syngenta, such offer being binding on the Supplier in the event that Syngenta accepts it. The content of the offer must correspond exactly to the content of the request submitted by Syngenta, so any deviation must be expressly indicated.

2.3 Syngenta's acceptance of the offer may be total or partial with respect to the content of the offer. Upon such acceptance, Syngenta will issue the relevant Order and, upon acceptance by the Supplier, the Contract between the parties will be considered concluded.

2.4 Once the Order has been issued, the Supplier will confirm its receipt and execution without undue delay. The Order shall be deemed unconditionally accepted by the Supplier unless the Supplier notifies Syngenta otherwise in writing within seven (7) days of receipt.

2.5 The Order constitutes Syngenta's formal willingness to procure the Goods and/or Services from Supplier under these Conditions. Syngenta reserves the right to amend Orders after they are issued, in which case the Supplier must submit a new offer that takes into account the modifications made by Syngenta to the Order.

### **3. Specification**

3.1 The quantity, quality and description of the Goods and/or the Services shall, subject to as provided in these Conditions, be (i) as specified in the Order, (ii) as specified in any applicable Specification supplied by the Buyer to the Supplier or prepared by the Supplier and agreed to by Buyer in writing (iii) as otherwise approved in writing by the Buyer subsequent to the placement of the Order, whichever is applicable.

3.2 Any Specification supplied by the Buyer to the Supplier, or specifically produced by the Supplier for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Supplier 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 Supplier, or as required by law or for the purpose of the Contract.

3.3 The Supplier shall comply with all applicable laws, regulations, and legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and/or the performance of the Services.

3.4 The Supplier shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to delivery, and the Supplier shall provide the Buyer with all facilities reasonably required for inspection and testing.

3.5 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Contract and the Buyer so informs the Supplier within 7 days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance. The Supplier's failure in such compliance shall entitle the Buyer to terminate the Contract with immediate effect.

3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

### **4. Price of the Goods and Services**

4.1 The Price of the Goods and/or the Services shall be as stated in the Order and, unless otherwise so stated, shall be inclusive of all packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies.

4.2 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.

### **5. Terms of Payment**

5.1 The Supplier shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.

5.2 Unless otherwise stated in the Order, the Buyer shall settle the invoice within 30 days after the later of (i) receipt by the Buyer of such invoice or (ii) acceptance of the Goods or Services in question by the Buyer pursuant to Clause 6.6.

5.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Supplier.

## **6. Delivery**

6.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.

6.2 The date of delivery of the Goods or of performance of the Services may be specified after the placement of Order, in which case Buyer shall give the Supplier reasonable notice of the specified date.

6.3 The time of delivery of the Goods and of performance of the Services is of the essence and the Supplier's failure to meet the delivery/performance time specified shall constitute a material breach of the Contract under Clause 9.2.5 and notwithstanding Clause 6.9 and any other provision herein, shall be grounds for immediate termination of the Contract by Buyer.

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently. The documentation accompanying the delivery must also include any relevant user guides, instruction manuals, certifications, approvals and other documentation, in the agreed format and language. Supplier shall also provide Syngenta with all documents necessary for export, import and transit or transportation. Otherwise, Syngenta shall have the right to refuse or refuse to accept delivery.

6.5 If the Goods are to be delivered, or the Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.

6.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them for visible and obvious defects following delivery provided, however, that any such acceptance by Buyer shall not impair Buyer's rights nor diminish Supplier's obligations under the warranty and indemnity provisions of Clause 8 with respect to any other defect (latent or otherwise).

6.7 The Supplier shall supply the Buyer at the time of delivery or promptly thereafter (but in any case no later than within 7 days of delivery) with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.

6.8 The Buyer shall not be obliged to return to the Supplier any packaging, or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

6.9 If less than the quantity of Goods specified in the Order or otherwise agreed is delivered, in addition to other remedies available to it under Clauses 6.3 and 6.9, the Buyer shall be entitled to demand immediate delivery of the outstanding quantity of Goods or a portion thereof and/or reject future delivery of the outstanding Goods or portion thereof and reduce the Price accordingly for any outstanding quantity rejected. If more than the quantity of Goods specified in the Order or otherwise agreed is delivered, the Buyer shall be entitled to (1) reject such oversupply and charge the Supplier, including by set-off against payment of the Price, its cost of storage, handling and re-delivery to the Supplier of such oversupply, and/or (2) accept such oversupply or any portion thereof and pay that portion of the Price equal to the oversupply in proportion to the quantity of Goods ordered or otherwise agreed. The Buyer shall not be obligated to return any oversupply rejected and if the Supplier does not remove such oversupply within 10 days of notification by the Buyer of rejection, the Buyer shall be entitled to treat such oversupply as forfeited by the Supplier and to dispose of them at will or store them at the Supplier's expense, with the right to treat them as forfeited at any time thereafter with notice to the Supplier.

6.10 Nothing contained herein shall be construed as the Buyer granting to the Supplier, either expressly or implied, any right or license in the intellectual property rights belonging to the Buyer or the members of the Syngenta group. Unless otherwise explicitly agreed between the parties, any and all studies, analyses, creative materials, reports, inventions, improvements, documents, and any other material generated by Supplier in connection with the provision of the Services and all intellectual property rights related thereto shall become the exclusive property of Syngenta. Such intellectual property rights shall be automatically, fully and irrevocably assigned to Syngenta, for an unlimited period of time and for all territories, as of the date of their performance. The remuneration for the assignment of these rights is included in the price of the Services.

## **7. Risk and Property**

7.1 If an Order contains INCOTERMS the Contract will be governed by INCOTERMS 2020. If the Order has no INCOTERM, then 7.2 below shall apply unless expressly indicated otherwise.

7.2 Risk of damage to or loss of the Goods (excluding any damage or loss caused by any defect in the Goods existing prior to completion of delivery) shall pass to the Buyer upon delivery of the Goods by the Buyer in accordance with the Contract.

7.3 Ownership title to the Goods shall pass to the Buyer when the Goods are made available to Buyer or the carrier at the Supplier's place of shipment, unless payment for the Goods is made prior to shipment or delivery, in which case title to the Goods shall pass to the Buyer upon payment.

## **8. Warranties and Liability**

8.1 The Supplier warrants to the Buyer, for a period of 12 months from the date of delivery or performance of the Services unless a longer period is specified in the Order or offered by Supplier (whichever is longer), that the Goods delivered under the Contract:

8.1.1 Will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier, at the time the Order is placed;

8.1.2 Will be free from defects in design, material and workmanship;

8.1.3 Will correspond with any relevant Specification or sample; and

8.1.4 Will comply with all applicable laws, regulations and legal requirements relating to the manufacture, production, transport, sale and/or promotion of the Goods

8.2 The Supplier warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all circumstances, in compliance with all applicable laws, regulations and legal requirements, and if the Services will be performed at Buyer's premises, Supplier shall (i) carry all risks insurance in an amount sufficient to cover any damages or losses caused to Buyer, its property or employees or to Supplier's own employees or agents in connection with the performance of the Services, (ii) comply with Buyer's health, safety and environmental policy and rules, which will be provided to the Supplier and (iii) use due care to ensure that Supplier'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.

8.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

8.3.1 To require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days; or

8.3.2 At the Buyer's sole option, and whether or not the Buyer has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as

terminated due to the Supplier's breach and (1) require the repayment of any part of the Price which has been paid or (2) have the defective Goods and/or Services replaced, repaired and/or remedied by a third party, the cost of which the Buyer shall be entitled to charge to Supplier including by set-off against payment of any unpaid portion of the Price.

In any case, the applicable provisions of local legislation concerning liability for material defects shall prevail. This ensures that the Buyer's rights and the Seller's obligations regarding material defects are governed by the relevant legal standards and regulations in the applicable jurisdiction. 8.4 The Supplier shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

8.4.1 Breach of any warranty given by the Supplier in relation to the Goods or the Services:

8.4.2 Any claim that the Goods or Services infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises directly from compliance with any Specification supplied by the Buyer;

8.4.3 Any liability under any applicable consumer protection laws or regulations in respect of the Goods or Services;

8.4.4 Any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and

8.4.5 Any act or omission of any of the Supplier's personnel in connection with the performance of the Services.

8.5 Neither the Supplier nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is caused by a force majeure event, as defined by law. The fortuitous case does not exonerate the parties from liability. For the avoidance of doubt, mechanical breakdown or failure in the supply of utilities shall not be deemed events of force majeure.

## **9. Termination**

9.1 The Buyer shall be entitled to revoke any Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Supplier any cost actually incurred to date by Supplier due to Buyer's placement of such Order; provided, however, that such cost is properly documented in writing by paid receipts or the like to Buyer's reasonable satisfaction.

9.2 The Buyer shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

9.2.1 The Supplier 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

9.2.2 a request for the opening of its insolvency procedure is filed by any person (including the Supplier itself) against the Supplier; or

9.2.3 The Supplier ceases, or threatens to cease, to carry on business; or

9.2.4 The Buyer reasonably believes that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly;

9.2.5 If the Supplier commits a material breach of any provision of the Contract.

## **10. General**

10.1 The Buyer is a member of Syngenta Group of companies, and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Buyer.

10.2 The Contract is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract without the prior written consent of the Buyer.

10.3 Any notice required or permitted to be given by either party to the other under the Contract shall be by registered letter or by email and shall be addressed to that other party at its registered office or at the email address communicated by such other party or such other address/email address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.4 Supplier shall (i) keep confidential any information provided by or on behalf of Buyer (whether orally or in writing) in connection with this Contract, including but not limited to any Specification provided by or on behalf of Buyer, (ii) any Specification specially prepared by Supplier in accordance with Buyer's requirements, (iii) disclose such information only to those employees or agents of Supplier who need to have such information to perform Supplier's obligations under the Contract, and (iv) use due care and take appropriate measures so as to ensure the confidential treatment of such information by such employees or agents of Supplier. This Clause 10.4 shall survive the termination of the Contract for 5 years and any breach of this Clause shall be deemed a material breach of this Contract under Clause 9.2.5.

10.5 No waiver by the Buyer of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.6 If any provision of the Contract 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.

10.7 The Contract shall be governed by the laws of Croatia and subject to the jurisdiction of the Courts of Zagreb.

10.8 The Contract 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 Contract.

10.9 In case that the fulfilment of the Contract requests personal data transfer between the parties, such transfer shall be made in accordance with applicable laws, limited in scope to its core purpose, and limited in time to the minimum requested by the applicable legislation.

10.10 Any terms and conditions which differ from, or are additional to, the Contract - in particular any general/business terms and conditions of the Supplier – are hereby excluded.

10.11 Syngenta may unilaterally modify these Conditions at any time. Orders in progress at the time of publication of the new amended Conditions will not be affected by the change, remaining under the Conditions accepted at the time of execution of the Contract. However, any new Orders that may be executed between the parties from the date of their entry into force will be governed by such new Conditions.