

## Nufarm Ltd – (Global) Website Terms and Conditions - English

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## TERMS OF SALES

### **Article 1: Application of the Terms and Conditions:**

These General Terms and Conditions of Sale ("GTC") of Nufarm UK Ltd. (hereinafter "Nufarm") constitute the sole basis of the commercial negotiation and are systematically addressed or given to each buyer to be enabled to order.

### **Article 2: Orders:**

Orders received by Nufarm are definitive only when they have been confirmed in writing. The order is personal to the buyer and cannot be assigned without the prior consent of Nufarm.

No order may be modified or canceled without the prior written consent of Nufarm.

Any order whose amount is less than 2.000 euros excluding tax gives rise to the invoicing of a lump-sum of 150 euros intended to cover the transport costs of Nufarm.

### **Article 3: Delivery:**

**3.1 Terms and Conditions:** Delivery is made, at Nufarm's option, by (1) delivery of the product to the purchaser at the agreed delivery location or (2) delivery notice from Nufarm, or (3) delivery to a carrier from a warehouse where Nufarm stores its products.

The buyer undertakes to take delivery of products whose order has been accepted by Nufarm in accordance with the GTC.

**3.2 Deadlines:** Deliveries are made according to availability and in the order of arrival of the orders. The delivery times are indicated according to, in particular, the possibilities of supply and transport.

Overtaking of delivery deadlines cannot result in payment withheld or cancellation of orders in progress.

In any event, timely delivery can only occur if the buyer is up to date with his obligations to Nufarm.

**3.3 Transfer of risks:** The transfer of risks relating to Nufarm products takes place from the warehouses where the said products are kept.

In case of international sale, the transfer of risks will be settled by the Incoterm (version 2010 - CCI Paris) previously chosen by Nufarm and accepted by the buyer.

In any case, it is up to the buyer to safeguard his rights vis-à-vis the carrier by formulating the reservations he considers useful in the forms and time limits set by the rules applicable in this area.

### **Article 4: Receipt of Products - Apparent and Missing Defects**

**4.1 Examination of delivered products:** Without prejudice to the arrangements to be made vis-à-vis the carrier, any claim as to a possible defect or apparent defect in the quantity of the delivered product must be made in writing within twenty-four hours (24) hours from receipt of said product.

It is up to the buyer to justify to Nufarm the reality of the apparent defect or missing found in the quantity delivered. Nufarm will have every facility to verify or make verify the validity of this claim; The buyer will abstain himself from involving a third party for this purpose.

**4.2 Remedy in case of apparent defect or missing.** In case of apparent defect actually found by Nufarm, the latter will have the exclusive and discretionary choice either to replace at its own expense products with a defect apparent or to refund the price paid by the buyer.

In case of missing, Nufarm will make the necessary to carry out an additional delivery at its expense, as soon as possible.

The buyer cannot claim any compensation or the resolution of the sale due to an incomplete delivery or an apparent defect of the delivered products.

### **Article 5: Guarantee**

**5.1. Scope:** Nufarm guarantees the conformity of its products with their specifications as declared in the file that has made it possible to obtain marketing authorization (MA). In the event of non-compliance of a Nufarm product with its specifications, the purchaser must make a written complaint within eight (8) days of the discovery of this non-conformity and, at the latest six (6) months following the delivery date. The buyer must provide any justification as to the reality of the non-compliance found, Nufarm reserving the right to proceed, directly or indirectly, to any finding and verification on the spot. The aforementioned deadlines are imperative. The buyer irrevocably waives any claim for liability against Nufarm outside the said time limits. In any event, Nufarm's liability hereunder shall be strictly limited either to the replacement of the quantity of non-compliant product or to the refund of the price paid by the buyer for the purchase of said product.

**5.2. Exclusions:** Nufarm's warranty as to the intrinsic quality of the products it manufactures, sells and delivers under these GTCs is expressly limited to what is stated in section 5.1, to the complete exclusion of all other warranties, express or implied, which the buyer irrevocably accepts.

**5.3 Returns:** In the event that Nufarm and the buyer agree on the need for a return to Nufarm of products that do not comply with their specifications, the costs and risks of such return are the sole responsibility of the buyer. No returns will be accepted after a period of six (6) months from the date of delivery. Returned products shall be accompanied by a return slip and be in the condition in which Nufarm has delivered them.

### **Article 6: Price - Billing**

**6.1 Price:** The products are invoiced at the price in force on the date of acceptance of the order, whatever the date of delivery.

Any taxes, duties or other fees to be paid in addition to the price of the products are the responsibility of the buyer.

In case of international sale, the payment of taxes, duties or other fees to be paid in addition to the price of the products will be settled by Incoterm (version 2010 - CCI Paris) previously chosen by Nufarm and accepted by the buyer.

**6.2 Invoicing:** An invoice is drawn up for each delivery and delivered at the time of the delivery. Nufarm may proceed by recapitulative invoice in case of multiple and successive deliveries.

### **Article 7: Payment**

**7.1 Terms:** Unless otherwise agreed, payment of invoices shall be made thirty (30) days from date of invoice by any method of payment at the convenience of Nufarm.

**7.2 Delay or Default:** In the event of late payment, Nufarm may suspend all outstanding orders, without prejudice to any other course of action.

Any sum not paid at the end of the term entails the automatic application of a lump-sum penalty of EUR 40 and the application of default interest of an amount equal to three times the legal interest rate.

In case of default of payment, forty-eight hours after a formal notice remained unsuccessful, the sale will be resolved automatically and Nufarm may request the return of the products, without prejudice to any other damages.

The resolution will affect both the order in question and all orders placed by the same buyer. Similarly, all sums of money owed by the latter will become immediately and automatically due.

In addition, the buyer shall reimburse Nufarm for all costs incurred by Nufarm to ensure the return of unpaid products and / or the recovery of amounts due.

**7.3 Financial guarantee(s):** Any business activity is subject to the examination of the creditworthiness of the buyer. Nufarm reserves the right to take any action necessary to guard against a possible deterioration of the financial position of the buyer, including by requiring cash or advance payment or the constitution by the buyer of bank guarantee(s).

### **Article 8: Retention of title - Insurance**

**8.1 Retention of title:** The buyer acquires the property of the products only after Nufarm has cashed the full payment, in principal and accessory. The buyer is forbidden to grant to a third party any right whatsoever (pledge, warranty, etc.) on the products until Nufarm has cashed the full payment, in principal and accessory. Nufarm reserves the right to claim ownership of the products in any place and from any holder as long as the ownership of said products has not been transferred to the buyer in accordance with the preceding paragraphs. This retention of title clause has no impact on the transfer of risks relating to the products as described in Article 3.3 hereto.

**8.2 Insurances:** Throughout its commercial relationship with Nufarm, whatever the nature and duration, the buyer must hold insurance policies in good standing, subscribed with insurance companies notoriously solvent, to cover all the risks related to its activity and undertakes to justify it in writing at the first request of Nufarm.

### **Article 9: Force Majeure**

A case of force majeure is considered to be any external, irresistible and unforeseeable event rendering the performance of the obligations of the debtor partially or totally impossible.

In the event of such a case, the affected party will inform the other party in writing as soon as possible and the commercial relationship will be automatically suspended until the end of the event.

In the event that the duration of the event exceeds thirty (30) days, the commercial relationship could be broken at the initiative of the most diligent party, by sending a mail with acknowledgment of receipt to his co-contractor.

The non-performance of its obligations by the affected debtor by a case of force majeure cannot give rise to the payment of damages.

### **Article 10: Applicable Law – Attribution of Jurisdiction**

**10.1 Applicable law:** The commercial relationship between the buyer and Nufarm is fully subject to English law, excluding its rules of private international law governing conflicts of laws or jurisdictions, including in case of international sale.

**10.2 Jurisdiction:** Courts within the jurisdiction of Bradford - are the only ones competent to know any dispute between the buyer and Nufarm, including in case of incidental request, of appeal in guarantee or plurality of defendants.