

1 Definitions

"Buyer" shall mean Nufarm UK Limited.
"Seller" shall mean any person, firm or company contracting to supply the Buyer against this purchase order.
"Goods" shall mean any Goods which are the subject of this purchase order.

2 No Other Conditions Applicable

These conditions shall apply without modification and to the exclusion of all and any other conditions including any appearing in any quotation, form of acceptance, delivery form or other document or letter emanating from the Seller unless the Buyer shall agree a variation hereon in writing. The Buyer's order may constitute an offer or an acceptance.

3 Responsibility for Execution

The Seller shall be responsible for the execution of this purchase order in the precise terms nominated by the Buyer.

4 Acceptance

Goods will not be accepted and paid for unless:-
a) supplied against the issue of this purchase order; and
b) all Goods delivered against this purchase order are clearly identified by the Seller or the sub-contractor with the complete purchase order number unless otherwise agreed by the Buyer.

5 Secrecy and Usage

The Seller shall keep and hold secret and confidential all information, whether written or verbal, received or otherwise obtained by either party in connection with this purchase order or the business of the Buyer and shall not use or disclose the said information other than for the purpose of this purchase order. These provisions shall not apply to information which is already known to the Seller or which the Seller obtains with free right of disposal thereof, or which is or becomes public knowledge. The rights and obligations contained herein shall survive this purchase order, and shall continue in full force and effect for a period of 10 years from the date of this purchase order. Unless otherwise agreed in writing any specifications, formulae, plans, patterns, drawings or designs shall be returned to the Buyer at the same time as the Goods are delivered.

6 Documentation

The Seller shall supply to the Buyer any documentation which is stipulated in this purchase order as being required by the Buyer. Such documentation shall be supplied by the Seller at the same time or times and in the form and manner detailed in this purchase order or, if not so detailed, then in accordance with the requirements of the Buyer. All documentation shall be in the English language and SI system of measurement unless otherwise agreed or specified by the Buyer. All documentation shall become and remain the property of the Buyer. Any review by the Buyer of any documentation shall not release the Seller from any of his obligations in terms of this purchase order and the Seller shall remain responsible for any discrepancies, errors or omission in any of the documentation and any effect thereof on any Goods.

7 Quality and Quantity of Materials

- 7.1 In the absence of specification or sample all Goods shall be the best of their respective kinds and subject to the Buyer's approval.
- 7.2 In all cases the Goods shall be of first class workmanship.
- 7.3 Where specifications and/or samples exist, all Goods shall conform to such specifications and/or samples; otherwise the Buyer reserves the right to cancel the order or to negotiate with the Seller an alternative price.
- 7.4 Where quantities are specified by the Buyer the same shall not be exceeded nor the specification modified without the written authorisation of the Buyer.

8 Inspection

The Buyer reserves the right to inspect or arrange for the inspection of any Goods before despatch from the Seller's or sub-contractor's premises, but such inspection shall not relieve the Seller from any responsibility or liability, or such guarantees as may be arranged, not be interpreted so as in any way to imply acceptance of such Goods. The Seller hereby grants to the Buyer licence to enter its premises for the purposes of inspection under this condition and under condition 9 and shall procure that any sub-contractor shall grant licence to the Buyer for the like purposes.

9 Rejection or Amendment at Seller's or Sub-Contractor's Works

The Buyer may adopt any means he thinks fit to satisfy himself that the correct materials are being or have been used in any work undertaken for the Buyer and he shall have the right to inspect in any way he may think fit without giving prior notice, the entire work or any part thereof at every stage of progress, and where the work or any part thereof may be in progress to require amendment of alteration, or to reject any part of the work which in his opinion does not comply with the terms of the purchase order. If any work be so rejected the Buyer shall give the Seller notice in writing of such rejection stating therein the grounds upon which the said decision is based and the Seller shall immediately execute it afresh to the satisfaction of the Buyer.

10 Rejection

The Buyer reserves the right to reject the Goods and return the Goods to the Seller at the Seller's expense should the Goods supplied by the Seller not be in strict accordance with the Buyer's specification or prove on examination by the Buyer to be in any way defective. In such event any transportation or other charges incurred by the Buyer shall be refunded by the Seller. Payment shall not prejudice the Buyer's right of rejection.

11 Delivery

- 1) Where the Buyer specified a destination the Seller shall deliver the Goods to the destination specified.
- 2) As soon as it appears to the Seller and/or the sub-contractor that the despatch of Goods for any reason will be delayed so that the stated delivery requirements cannot or are unlikely to be fulfilled, the Seller shall be obliged to obtain written confirmation from the Buyer that the Goods are still required. Failing such confirmation the Buyer shall be entitled to cancel the agreement constituted by the acceptance of this purchase order and any costs arising out of the return of the Goods by the Buyer on account of the late delivery shall be for the Seller's account.
- 3) Time essence of contract. When it is stated in the purchase order that time is of the essence for the delivery of the Goods and the Seller fails to deliver the Goods on the date for delivery stated in the purchase order, then such failure to deliver on time shall be deemed to be a material breach of this purchase order.

12 Packing Charges Etc.

Extra charges for carriage and packing will not be accepted by the Buyer unless the Seller shall have obtained the Buyer's prior agreement in writing.

13 Patent Rights

The Seller shall by acceptance of this purchase order indemnify the Buyer from and against any loss, damage, costs, claims and expenses of any nature or kind whatsoever arising whether directly or indirectly out of any allegation or claim made by or asserted against the Buyer that the use or sale or other disposition of the Goods or any of them constitutes a violation or infringement of any patent, design copyright or other industrial property right held by others, or gives rise to any royalties, licence fees or other payments or charges provided that such indemnity shall not be applicable to any allegation made as a direct result of the Seller's following express written instructions furnished by the Buyer.

14 Passing of Risk

Goods shall be delivered by the Seller in accordance with the relevant provisions contained in this purchase order. The Seller shall give the Buyer reasonable prior written notice of his intention to deliver any Goods. Risk and ownership in any Goods shall pass to the Buyer when delivered by the Seller to the specified point of delivery. If the Goods are rejected by the Buyer then the risk and ownership in the Goods shall pass to the Seller upon notification of such rejection by the Buyer.

15 Clerical Errors

If any clerical errors appear in this purchase order they shall be rectified by the Buyer and such rectification shall be accepted by the Seller.

16 Amendments to Purchase Order

No variation of the purchase order or these conditions of purchase shall be binding unless confirmed in writing by the Buyer.

17 No Waiver of Rights

Any relaxation or indulgence afforded by either party to the other relative to any of the terms and conditions of this purchase order shall not in any way prejudice such party's rights in terms thereof nor be construed as a waiver of the same.

18 Cessation or Assignment of the Order

The Seller shall not, without the consent in writing of the Buyer, cede or delegate this purchase or any part thereof, or enter into any sub-contract other than for the supply or execution of minor items or for any Goods in respect of which a sub-contractor is named in the purchase order. Any such consent shall not release the Seller from his obligations under this purchase order.

19 Insolvency

If any petition shall be presented against the Seller for its winding-up, or if the Seller shall pass a resolution for winding-up, or if a Receiver, Administrative Receiver, Administrator, Sequestrator or other encumbrancer is appointed or if the Seller ceases or threatens to cease to carry on its business or a substantial part thereof, or if any distress or execution is levied on or against any of the Seller's property, or if the Seller makes or offers to make any arrangement or composition with its creditors, then the Buyer may at its option terminate this purchase order forthwith by notice in writing to the Seller or to the Liquidator of the Seller or to any person in whom this purchase order may become vested.

20 No Derogation of Statutory Rights

These conditions are in addition to and not in derogation of the rights at law of the Buyer, whether under the Sale of Goods Act 1979, the Health & Safety at Work etc. Act 1974, or otherwise.

21 Force Majeure

Neither the Buyer nor the Seller shall be held liable in respect of failure to fulfil their obligation to accept or deliver Goods, as the case may be, when such failure is caused by or arises from war, civil commotion, riot, insurrection, strikes, lock-outs, fires, explosions, floods, railway or transport breakdown, official or unofficial boycott, Act of State or government regulation or order, or by any other circumstances beyond their control.

22 Publicity

No photographs, sketches, drawings, information, advertisements etc., shall be displayed or be published in magazines or elsewhere by the Seller in connection with this purchase order without the prior written consent of the Buyer.

23 Arbitration

All disputes arising out of or in connection with or relating to this Agreement shall be determined under the rules of conciliation and arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said rules who shall apply English substantive law and English procedural law. Any such arbitration shall be heard in England.

24 Hazardous Goods

Hazardous Goods shall be packaged and labelled in terms of statutory requirements and the applicable local/international transport regulations. Documentation and labels relative to the Goods shall be in English. International warning symbols are acceptable if English cannot be used. The Goods shall be described on documents to enable transport carriers to identify the hazardous nature of the Goods.

25 Proper Law

These general conditions of purchase shall be subject to and interpreted in accordance with the Laws of England and the Seller hereby submits itself to the jurisdiction of the English Courts.

26 Notice

Any notice required or authorised to be given by the one party hereto to the other under this Agreement may be served by sending by pre-paid first class letter post, or by personal delivery to the registered office or principal place of business of such party for whom such notice is intended, and shall be deemed to have been duly served in the case of mail, on the morning of the third day after that on which the notice was posted, and in the case of personal service on actual delivery.