

## TERMS AND CONDITIONS

FIRST.- In virtue of this Purchase Order, the parties agree that the SUPPLIER shall perform for MONSANTO, in accordance with the terms and conditions indicated herein, the unsubordinated professional services and/or supply and/or delivery of the merchandise described on the reverse of this document (hereinafter the "Services"). Both parties recognize that during their business relationship there may be different purchase orders or documents of similar nature, for which reason they expressly recognize that each Purchase Order or similar document shall be independent of those which precede or follow it. The mere sending of this Purchase Order by MONSANTO to the SUPPLIER, by any means which provides evidence of such situation, constitutes a request for Services by MONSANTO to the SUPPLIER.

SECOND.- The SUPPLIER shall express within three working days following the date of receipt, by any means which provides evidence of that fact, the outright acceptance of the Purchase Order; upon failure to do so the Purchase Order will be deemed rejected and MONSANTO shall be able to request the Services from any third party without incurring any liability on its part. Once the Purchase Order is accepted by the SUPPLIER, the SUPPLIER promises to perform for MONSANTO the Services described in the same and under the terms and conditions described therein. The parties agree that the performance of any of the Services described in each Purchase Order by the SUPPLIER, shall indicate acceptance of the same. Similarly, the SUPPLIER may expressly reject the Purchase Order providing there is a record of the said rejection. The characteristics of the Services shall be as indicated in the Purchase Order. Any characteristic/requirement not included in the Purchase Order and which is notified by MONSANTO to the SUPPLIER prior to the start of the Services, shall be considered part of the Purchase Order, unless the SUPPLIER expresses its rejection in writing within three working days. In such cases, the Purchase Order shall be deemed fully rejected and MONSANTO shall be free to request the Services from a third party with no liability whatsoever towards the SUPPLIER.

THIRD.- This Purchase Order shall become valid from the time of acceptance by the SUPPLIER and shall end once the Services have been consumed by this latter to the satisfaction of MONSANTO. Notwithstanding this, the Purchase Order may be terminated early by MONSANTO, with no liability whatsoever except the payment for the Services actually provided, through the written notification of such situation to the SUPPLIER at least 30 calendar days prior to the date on which the termination is to take effect. Similarly, the parties agree that MONSANTO shall be able to cancel any Purchase Order with immediate effect and with no liability whatsoever, through the written notification given to the SUPPLIER, in any of the following circumstances:

The existence of a labor conflict or conflict of any nature that might cause the suspension of the Services by the SUPPLIER. <TT>The insolvency of the SUPPLIER.

The failure of the SUPPLIER to fulfill any of the obligations incumbent on it, derived from these clauses, from those contained in the Purchase Order or applicable laws.

For proven deficiencies in the quality of the Services and/or product delivered to MONSANTO by the SUPPLIER.

The failure of the SUPPLIER to adhere to the guidelines or orders that MONSANTO indicates to it in writing (including by electronic mail).

The expiration of the period for the conclusion of the Services without these having been provided to the full satisfaction of MONSANTO.

FOURTH.- The Services provided by the SUPPLIER shall be performed at the address indicated in the Purchase Order and within the time frames specified in the Purchase Order. Failing that, MONSANTO may refuse to receive them and therefore payment for the said Services shall not be forthcoming. Should the Services not be performed or fulfilled on the said date, the SUPPLIER shall pay MONSANTO a contractual penalty equivalent to 1% of the total value of the Services for each working day of delay. Upon acceptance of the Purchase Order, the SUPPLIER accepts that MONSANTO shall deduct, from any balance standing to its credit, the amount generated as a result of the penalty described above.

The parties agree that the Services shall be deemed complete at the time that MONSANTO expresses its agreement with the same, without the said manifestation being understood as the extinction of the obligations undertaken by the SUPPLIER under this Purchase Order.

FIFTH.- The parties agree that the execution of the Services shall be performed at the address, within the time frames and under the applicable terms as indicated in the Purchase Order.

The schedule for delivery or provision of the Services under the Purchase Order shall be: from 08:00 to 14:30 at the address indicated in the Purchase Order itself.

For the delivery of packaging materials, these shall be delivered properly palletized and shrink-wrapped, otherwise MONSANTO may refuse to receive them and the said rejection shall be deemed attributable to the SUPPLIER.

The services covered by this Purchase Order shall be subject to inspection or evaluation at the delivery location indicated by MONSANTO. Those which do not satisfy the specified requirements shall be returned to the SUPPLIER at the SUPPLIER's expense and any advance payment made by MONSANTO shall be immediately refunded. The Services shall be deemed completed at the time that MONSANTO expresses their receipt by any means which leaves a record of that fact.

SIXTH.- MONSANTO shall pay the SUPPLIER, by way of compensation, the amount indicated in the Purchase Order and which shall be done by electronic transfer in accordance with the provisions of the payment terms specified on the reverse following delivery the corresponding invoice.

Any discount granted by the SUPPLIER to MONSANTO shall be included in the corresponding invoice. Each one of the parties shall be liable for the taxes that apply to them and that are generated by the Services described in the Purchase Order. Should there be any national or international legal provision or international treaty obligating MONSANTO to withhold any tax, that retention shall be made, without there being any objection whatsoever by the SUPPLIER.

SEVENTH.- The SUPPLIER shall use its own staff and/or third parties that it has assigned for the execution of the Services, and shall expressly assume all the obligations and rights deriving from the contractual work relationship with its employees and/or third parties, with whom MONSANTO shall have no work relationship or relationship of any other kind, or obligation or responsibility founded or derived from the Federal Labor Law, the Social Security Act, the National Housing Fund for Workers or the work contracts entered into by the SUPPLIER.

Pursuant to the above, the SUPPLIER releases MONSANTO from any liability that might be derived from the Federal Labor Law, due to the fact that the SUPPLIER has its own and sufficient elements to fulfill the obligations arising from the relations with the staff in its service, which it states under oath, and is therefore obligated to compensate MONSANTO for any expenditure or expense made necessary by reason of or in connection with the work relations of MONSANTO with the staff at its service.

EIGHTH.- The parties agree that the SUPPLIER may not assign the rights and obligations arising from the Purchase Order without the prior written authorization from MONSANTO. Furthermore, the parties agree that MONSANTO may assign the rights and obligations arising from this document through the simple notification in writing to the SUPPLIER solely to companies belonging to the MONSANTO economic group.

NINTH.- The parties agree to maintain the utmost confidentiality regarding any information they exchange or which is generated for reasons of the acceptance or performance of the Services.

Similarly, the parties undertake that their employees, representatives, advisors, officials or directors, as well as their companies and associated, affiliated, subsidiary or partner companies also comply with the obligations incumbent to them under this clause.

All information exchanged between the parties shall be subject to this clause regardless of its being identified as confidential or not.

In addition to the above, the SUPPLIER agrees that any information that comes to its knowledge from MONSANTO or that has been acquired or developed by the SUPPLIER in any form for the purposes of executing this Purchase Order, as applicable, shall be the property of MONSANTO and may not be disclosed by the SUPPLIER, and therefore the latter is obligated to keep the said information in the strictest confidence and secrecy until the revelation of the said information and knowledge causes no harm or adverse effects to the interests of MONSANTO.

Should either party fail to comply with this clause, the party in breach shall compensate the other party for any loss or damage that the latter comes to suffer as a result of the said breach.

TENTH.- The parties specify as their addresses for receiving all kinds of communication, notices and notifications (legal and otherwise) those indicated in each Purchase Order, on the understanding that the said communications, notices and notifications shall be made in writing.

ELEVENTH.- Neither of the parties shall be considered liable or subject to the imposition of penalties for failure to comply or delay in its obligations under this Purchase Order, when the said failure or delay is caused by acts of God or force majeure such as: war, guerilla warfare, acts of terrorism, kidnapping, riot, disturbance, fire, flood, tremor, earthquake, erosion, cataclysm, delay in the issuing of the necessary permits for the execution of the Services by the competent authorities or in general any cause beyond the control of either of the parties or not attributable to them whenever it precludes the performance of the services. In such a case, the affected party shall communicate the said situation to the other party within five calendar days of the occurrence, including all the available information relating to the same, as far as circumstances allow.

For the purposes of this Clause, strikes shall not be deemed cases of acts of God or force majeure, unless they are national labor movements or of an entire industry involved in the performance of the Services.

TWELFTH.- The SUPPLIER states that it is aware that MONSANTO is subject to compliance with a law called the "Foreign Corrupt Practices Act" (FCPA) which prohibits the supply, pledge or delivery of any article of value to government officials for the purposes of obtaining or retaining business. Furthermore, the SUPPLIER states that it has received a copy of the MONSANTO Code of Conduct (the "Code") and the FCPA Policy, copies of which it has provided to the employees under its charge who will be providing Services pursuant to this document and that the said employees have read and understood the contents of the Code and the FCPA Policy. In addition to the above, the SUPPLIER states that its aforementioned employees shall comply with the FCPA Policy and commit to observing the Code when carrying out all the activities to be undertaken for the provision of the Services. The SUPPLIER states that it shall not offer, pledge or make, directly or indirectly, payments of money or anything of value to any Official(s) in order to influence the action of the said Official(s), to entice them to use their influence on a government or agency of such or to obtain an inappropriate advantage in relation to any business or contract in which MONSANTO participates.

For the purposes of this Clause, the term "Official" or "Government Official" shall include any appointed, elected or honorary official or any career employee in the government of any country other than the United States of America or of any international public organization or any political party, party official or candidate in any country other than the United States of America. The term "government" includes any agency, department, embassy or other government entity. It also includes any society or other entity belonging to or controlled by the government. A person does not cease to be a Government Official when acting in a personal nature or by providing services without remuneration.

Furthermore, the SUPPLIER recognizes, accepts and promises to apply the principles of environmental responsibility, employee non-discrimination, non-employment of minors, no forced labor (slavery) non-violence in the workplace, fair pay, freedom of association and any other principle aimed at protecting international human rights listed in the Universal Declaration of Human Rights, the International Bill of Human Rights and local laws or regulations on the matter during the provision of the Services. The SUPPLIER recognizes that the violation of any of those principles shall be considered as a cause of breach of this Purchase Order.

The SUPPLIER shall make its accounting books and registers relating to any trade or business relationship between the parties available for audit periodically at the request of MONSANTO.

Should MONSANTO reasonably and in good faith consider that there may have been a violation of any statement or manifestation of this Clause, the SUPPLIER shall cooperate in good faith with MONSANTO to determine if the said violation took place. Should MONSANTO determine reasonably and in good faith that there has been a violation of any statement or manifestation, it shall have the right to unilaterally and immediately terminate the Purchase Order.

MONSANTO reserves the right to perform, without prior notice, audits of the methods and/or procedures followed by the SUPPLIER in the realization of the Services referred to in this Purchase Order. The SUPPLIER is obliged to provide MONSANTO, at the place and time it requires, all the

information and documentation directly or indirectly related to the provision of the Services. Both parties agree that this Clause applies to all commercial relationships between the parties and cannot be over ridden by a reform, except one that upgrades it.

**THIRTEENTH.-** The SUPPLIER agrees that it shall not hire a subcontractor, representative or agent in connection with any trade or business relationship between MONSANTO and the SUPPLIER without the prior written approval of MONSANTO.

Should the SUPPLIER hire a subcontractor, representative or agent, the SUPPLIER promises to ensure that the said subcontractor, representative or agent fully observes and complies with the provisions of the Purchase Order. Furthermore, the SUPPLIER expressly states and accepts that it shall be liable to MONSANTO for the works, acts, omissions, delays and faults in the Services performed by the subcontractors, representatives or agents if it comes to hire for the performance of the Services, so that the SUPPLIER accepts that any act of the persons whom it subcontracted shall be considered as if performed by the SUPPLIER itself.

**FOURTEENTH.-** Should the Services not be executed to the satisfaction of MONSANTO pursuant to this Purchase Order, MONSANTO shall notify the SUPPLIER in writing in order to remedy the said situation and order its immediate repair or replacement, with the additional work and expenses that are necessary, which shall be carried out at the SUPPLIER's expense without the right to any additional compensation for the same. Under such circumstances, MONSANTO, should it deem necessary, may order the total or partial suspension of the Services while such repairs or replacements are completed and without this being cause for extending the period indicated in the Purchase Order for the completion of the Services. Should the SUPPLIER not immediately comply with the requirements of MONSANTO, this latter may entrust a third party, or make the repair or replacement directly, at the expense of the SUPPLIER. MONSANTO being entitled to deduct the amount of such concepts from any balance standing to the credit of the SUPPLIER.

Should the SUPPLIER perform Services of a higher value than that established in the Purchase Order, regardless of the liability incurred by performing excess labor, it shall have no right to claim any additional payment for such from MONSANTO.

The SUPPLIER shall be liable for the damages and losses caused by reason of the performance of the Services, should these not conform to the provisions of the Purchase Order, for failure to observe the instructions established by MONSANTO in writing, or for any violation of the applicable laws and regulations. The performance of the Services shall conform to all applicable rules and regulations, and any stipulation issued by MONSANTO in terms of environmental control, safety and any other that may apply. The SUPPLIER expresses its awareness and understanding of the rules and regulations of MONSANTO described in this clause.

In the event of the appearance of hidden or visible defects in the merchandise or arising from the Services performed within 180 (one hundred eighty) calendar days from the date of receipt of the Services by MONSANTO, the SUPPLIER undertakes to make the replacements or repairs without entitlement to any additional compensation for the same.

**FIFTEENTH.-** The SUPPLIER promises to indemnify, defend and hold MONSANTO harmless from all claims, losses, damages, costs (including legal) and any other obligation arising from:

- a) Any loss or damage suffered by the SUPPLIER's property as a result of the performance of the Services, whatever the reason the SUPPLIER is in possession of such property.
- b) Wounds, injuries, accidents and the like, including death, suffered by any employee, subcontractor, agent or representative of the SUPPLIER, arising from the performance of the Services.
- c) Any loss or damage suffered by MONSANTO's property as a consequence of the performance of the Services, whatever the reason MONSANTO is in possession of such property.

Both parties agree that the provisions established in this Clause shall apply regardless of the originating cause and without prejudice or detriment to the subsequent legal actions or those established in this Purchase Order.

**SIXTEENTH.-** In the event the Services consist of the supply and/or delivery of merchandise, the SUPPLIER promises that the said merchandise shall conform to the requirements of the Law, obligatory Official Standards, international treaties to which it is party, and other official provisions which apply, as well as the specifications indicated by MONSANTO in the Purchase Order. In the event of failure to comply with the above, the SUPPLIER agrees to respond for any loss, expense and damages caused to MONSANTO.

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Should the merchandise supplied by the SUPPLIER not coincide with the requirements of the Purchase Order or not comply with the provisions of this Clause, the SUPPLIER shall respond for any expense originating from the return and/or storage of the same, independently of responding for the damages and losses caused to MONSANTO by the failure to comply.

**SEVENTEENTH.-** The SUPPLIER at all times shall absorb the costs and charges arising from the packing, packaging, wrapping or transport generated as a result of the performance of the Services and which are accepted commercial use, or those requirements indicated in the corresponding Purchase Order. The above unless otherwise stated in the relevant Purchase Order and/or any other written document issued by MONSANTO to that effect.

In the supply of merchandise, the delivery shall be made according to the Incoterm specified on the Purchase Order and at the address indicated on the reverse of this document, unless there exists written instruction to the contrary by MONSANTO.

**EIGHTEENTH.-** Should MONSANTO provide the SUPPLIER with any sample or test merchandise, this shall be the property of MONSANTO and the SUPPLIER shall cover the necessary expenses for its safe-keeping, conservation and return to MONSANTO, on the understanding that any Service required of the SUPPLIER related to the said sample shall comply with the elements, characteristics and quality of the approved sample.

When any material is manufactured according to the plans and specifications provided by MONSANTO, the designs shall be considered the property of MONSANTO and may not be provided to or used by third parties without prior written permission from MONSANTO.

**NINETEENTH.-** The SUPPLIER expresses that the Services and related merchandise do not violate any patent, registered trademark, or copyright, industrial secret or intellectual property right of any third party.

The SUPPLIER promises to defend and hold MONSANTO harmless regarding any claim or demand derived from any violation of the industrial or intellectual property rights which may arise from the provision of the Services referred to in the Purchase Order.

**TWENTIETH.-** The SUPPLIER recognizes MONSANTO as the legitimate and sole holder of each and every one of the industrial property rights and property-related copyrights, directly or indirectly arising from and/or related to the Services, and therefore recognizes the right of MONSANTO to: (i) use, exploit, reproduce, diffuse, distribute, sell and assign to any third party the industrial property rights and property-related copyrights, directly or indirectly arising from and/or related to the Services (where appropriate) and/or all or any of the support materials and/or electronics which are part of the same; (ii) authorize any third party to use and/or exploit the industrial property rights and property-related copyrights, directly or indirectly arising from and/or related to the Services; (iii) make any kind of commercial and/or non-commercial use of the industrial property rights and property-related copyrights, directly or indirectly arising from and/or related to the Services, and; (iv) in general, any public or private use of any of the industrial property rights and property-related copyrights, directly or indirectly arising from and/or related to the Services. Should the SUPPLIER acquire or obtain any direct or indirect rights arising from the Services, the latter is obliged, on the same day, to document in writing the assignment of each and every one of the said rights, with no consideration whatsoever, including but not limited to all present or future rights, known or as yet unknown, under the terms allowed by the law, to the sole and exclusive benefit of MONSANTO, and shall provide the said document to MONSANTO within three (3) working days from having obtained those rights.

**TWENTY-FIRST.-** In the event of a bill of lading, this shall be sent to the MONSANTO offices indicated for such purpose in the Purchase Order.

Each package shall be clearly marked with the number of packages, values and number of the Purchase Order, and shall be subject to the following rules:

- a) **MARKINGS:** Each package shall be clearly marked with characters of an appropriate size, and shall be numbered from 1 onwards consecutively.
- b) **WEIGHT:** The gross weight of each package shall appear on the shipping lists, and on the package itself. The original bills of lading and copies thereof and the express stubs shall be sent to MONSANTO attached to the invoice.

**TWENTY-SECOND.-** For the interpretation of this Purchase Order and for the resolution of any kind of dispute regarding its contents and execution, the parties expressly submit to the laws and jurisdiction of on the reverse of this document, and expressly waive their rights to submit to the competence of any other authority that by virtue of current or future address might be applicable.