

Purchase Order Terms & Conditions

1. Interpretation and Application of terms

A. The definitions below apply in these conditions:-

- **Buyer:** Monsanto refers to as the Company and include its affiliates and group companies and permitted assigns as per the name mentioned on the Purchase Order (PO).
 - **Contract:** This Order and Seller's acceptance of Order together with any special condition of purchase agreed to in writing by the parties.
 - **Goods:** any goods agreed in Contract to be bought by Buyer from Seller (including any part or parts of them).
 - **Order:** Buyer's written instruction to buy Goods or Services, Incorporating these conditions.
 - **Seller:** the person, firm or company who accepts Buyer's Order.
 - **Services:** any services agreed in Contract to be bought by Buyer from Seller (including any part or parts of them).
 - **Official:** "Official" shall include all employees of a non-U.S. government department or agency, whether in the executive, legislative or judicial branches of government and whether at the national, state or local level (or their equivalents). The term covers part-time workers, unpaid workers, any person "acting in an official capacity," and members of a royal family. Also included under the term "Official" are political parties, party officials, and candidates for political office. Moreover, Officials include employees of public international organizations such as the United Nations ("U.N."), Food and Agriculture Organization of the U.N. ("FAO"), the International Cotton Advisory Committee ("ICAC") and the International Food Policy Research Institute. Finally, the term "Official" covers officers and employees of companies under government ownership or control, even if the companies are operated like privately owned corporations. In many instances, these persons are not treated as Officials by their own governments, and they will expect to be treated like any other private business person. For purposes of the FCPA, however, it is legally irrelevant whether a person is considered an Official by the government at issue. The U.S. law definition controls.
- B. The Buyer will not be bound by any order unless it is placed on the Buyer's official order form and shall be entitled to cancel any order which is not accepted by the Seller within seven days from the date of the order form.
- C. The acceptance of this PO by the Seller includes acceptance of the terms and conditions as the sale basis for the sale and to the exclusion of any conditions of sale appearing on any document of the Seller. Modification of these conditions of sale as well as any changes to this PO will only be effective if the same is in writing and accepted by the Buyer.
- D. The Buyer will not be liable to accept or pay for any Goods/Services supplied or work done, unless ordered on the Buyer's official printed PO form.

2. Quality and Defects

- A. The Seller must ensure that the Goods or Services are in accordance with and conform to the specifications, drawings, samples or other description (if any) furnished by the Buyer to the Seller. In the event the Goods or services do not conform to the specifications, the Buyer shall have the right to reject the Goods or services and the Seller shall unconditionally replace the defective Goods free of cost to the Buyer as per the specifications.
- B. Seller warrants that the design, construction, composition and quality of Goods shall comply in all respects with all relevant requirements of any statute, statutory instrument or regulation in force at the date of delivery, and that the Goods will conform to any trade description applied to them by the Seller.
- C. All Goods are received subject to inspection within a reasonable time after delivery or before delivery at the Buyer's discretion irrespective of date of payment. Signed delivery dockets shall not deemed to mean acceptance by the Buyer of Goods as regards the quality but only as regards the number of packages or cartons delivered.
- D. The Buyer must promptly notify the Seller of any shortages/defects in the Goods and the Seller shall at his own cost replace the defective Goods within 7 days of notice of the same. If the Seller/Supplier fails to replace the defective Goods, then the Buyer may return the defective Goods to the Seller premises at the Seller expense and risk and the expense so incurred shall be set off by the Buyer against any moneys otherwise due by the Buyer to the Seller or against future supplies.
- E. The Seller shall allow the Buyer to inspect and test Goods during manufacture, processing or storage but without releasing Seller from any of its obligations.

3. Health and safety

- A. Seller shall take all reasonable precautions to ensure the health and safety of its and the Buyer's employees while on the Buyer's premises and, without prejudice to the generality of the foregoing, shall provide all Health and Material Safety Data Sheets as may be required to be provided to comply with all statutory requirements.
- B. Seller must ensure that hazardous Goods have prominent and suitable warnings on all containers, packages and documents and such markings shall comply with statutory requirements.

4. Indemnity to Insurance

- A. Seller shall indemnify the Buyer against any and all liability, loss, damages and expenses arising out of any claim in respect of infringement or alleged infringement or any patent, trade mark or registered design resulting from the use of or resale of any Goods.
- B. Seller shall maintain at its own cost a policy of insurance to cover the liability of the Seller in respect of any act or default for which it may become liable and to indemnify the Buyer under the terms of this Agreement.

5. Delivery

- A. Goods shall be delivered, carriage paid, to Buyer's place of business or to such other place of delivery as is agreed by Buyer in writing prior to delivery of Goods. Seller shall off-load Goods at its own risk as directed by Buyer.
- B. The date for delivery shall be specified in Order.
- C. Title to the goods shall pass to the Buyer on delivery or, if earlier, on payment for the goods to the Seller (without prejudice to any right of rejection by the Buyer) and risk in them and risk in the goods supplied shall pass to the Buyer upon delivery at the point of delivery stated in the order.
- D. The order is placed on the understanding that deliveries and/or performance will be provided strictly in accordance with the Buyer's requirements as stated in the order or in any agreed delivery or performance schedule and the Seller accepts that, where specified by the Buyer, time is of the essence. The Buyer reserves the right to refuse acceptance of goods which are supplied in excess of the Buyer's requirements as stated in the order and the Buyer accepts no liability for such goods. Such excess goods may be returned at the Seller's risk and expense. For the avoidance of doubt where it is agreed that the Seller shall unload the goods on the Buyer's site, such activity will be construed as services for the purpose of the order.

- E. The Seller must invoice the Buyer within 3 days from delivery of goods or services with appropriate support documents.

6. Price and Payment

- A. The price of Goods or Services shall be stated in Order and unless otherwise agreed in writing by Buyer shall be exclusive of value added tax, services tax and such other levies on sale of goods / provision of services but inclusive of all other charges.
- B. Buyer shall pay the price of Goods or Services within such number of days from delivery of Goods or Services to Buyer as Seller and Buyer may agree, provided that such number of days shall be at least 30 days.
- C. Without prejudice to any other right or remedy, Buyer reserves the right to set off any amount owing at any time from Seller to Buyer against any amount payable by Buyer to Seller under Contract.
- D. Separate INVOICE shall be supplied for each PO in such a form as required under applicable tax laws with proper disclosure of taxes, duties, levies, cess etc. The invoices shall be supported by delivery acknowledgements.

7. Confidentiality

- A. Seller undertakes on behalf of itself, its employees, agents and sub-contractors (if any) to treat all information obtained as a result of fulfilling the order regarding the business, products, operations and organization of the Buyer as confidential and to use such information solely for the purpose of the order. These delegations shall continue beyond the termination of this contract.

8. Buyer's Property

- A. All intellectual property rights in all materials, media, information and data supplied by Buyer to Seller or not so supplied but used by Seller specifically in the manufacture of Goods or supply of Services shall at all times be and remain the exclusive property of Buyer and shall not be disposed of other than in accordance with Buyer's written instructions, nor shall such items be used otherwise than as authorized by Buyer in writing.
- B. The Seller agrees to defend, protect and completely indemnify the Buyer, its successors, assigns, customers and the users of the Buyer's products from and against any claim arising by reason of the use of the Goods, including all claims for actual or alleged infringement of any patent, trade marks, copyright, design, confidential information etc under the laws of India.
- C. If the Seller makes any representation or statement directly or indirectly to the Buyer that the Goods ordered are protected by one or more patents and any such patent is found to be invalid, the Buyer may forthwith cancel this PO or any contract arising from this PO and recover any money paid to the Seller under this agreement as a liquidated debt.
- D. All design and creative work developed by the Seller exclusively for the Buyer and submitted to Buyer shall belong exclusively to Buyer and all right title and interest (including intellectual property rights) shall belong to the Buyer.
- E. Any Goods made or rendered respectively, according to the Buyer's design or specifications or developed for the buyer at the direction of the Buyer or any original or copy designs or specifications supplied by the Buyer are held by the Seller on the Buyer's behalf and at the Buyer's disposal and must not be disclosed or furnished to any other person, firm or government without the Buyer's prior written consent. The Seller must take all reasonable precautions to protect such confidentiality.

9. Anti-Corruption Compliance

- A. **Compliance with Monsanto's Code of Conduct:** Seller represents that it has received a copy of the Monsanto Code of Conduct (the "Code") and Anti-Corruption / FCPA Policy, (posted at <http://www.monsanto.com/whoweaare/Pages/business-conduct.aspx>) that it has provided copies of same to Buyer employees who will be performing Services hereunder, and such employees have read and agree to perform Services subject to the contents of the Code and Anti-Corruption/FCPA Policy. Further, Seller warrants that its aforementioned employees will comply with these requirements and will endeavor to live up to them in performing all activities undertaken pursuant to this PO.
- B. **No Improper Payments:** Seller represents that no payments of money or anything of value will be offered, promised or paid, directly or indirectly, to any Officials to influence the acts of such Officials to induce them to use their influence with a government or an instrumentality thereof, or to obtain an improper advantage in connection with any business venture or contract in which Monsanto is a participant.
- C. **Auditing:** Seller shall make its books and accounting records relating to its provisions of Services available for auditing from time to time at Monsanto's request.
- D. **Breaches; Right to Terminate:** Should Monsanto reasonably and in good faith believe that there may have been a breach of any representation or warranty of this Section of this Agreement, Seller shall cooperate in good faith with Monsanto to determine whether such a breach has occurred. If Monsanto determines reasonably and in good faith that there has been a breach of any such representation or warranty, it shall have the right unilaterally to immediately terminate this PO or to take other appropriate action in accordance with the terms of this PO.
- E. **Subcontractors and Agents:** Seller agrees that it will alert any subsidiaries, sub-contractors, representatives, or agents that are retained in connection with this PO of their obligation to abide by any applicable anti-corruption laws.

10. Termination

- A. Buyer shall have the right at any time and for any reason to terminate Contract in whole or in part by giving Seller written notice.
- B. Buyer shall have the right at any time by giving notice in writing to Seller to terminate Contract forthwith if Seller:
- a. Commits a material breach of any of the terms and conditions of Contract;
 - b. Has any distress, execution or other process levied upon any of its assets.

11. Assignment

- Seller shall not assign its rights or obligations under the PO without the prior written approval of Buyer.

12. Force Majeure

- Neither Party will be liable for failure to perform, if such failure is caused by Force Majeure events. If the disruption due to Force Majeure lasts for more than 15 days, then other party will have the option to cancel this PO or extend the same for a mutually agreed time frame.

13. Jurisdiction

- The terms of the PO shall be governed by, and construed and enforced in accordance with, the laws of India and the courts in Mumbai shall have exclusive jurisdiction.