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# Legenda | Legend | Vysvětlivky

# NEW

Nowa odmiana New Nová varieta nebo barva

Formy produktu Product Forms Produkční formy



### Xtray® 72

Paleta Xtray® 72 Available as Xtray® 72 Sadbovač Xtray® 72



### Xtray® 128

Paleta Xtray® 128 Available as Xtray® 128 Sadbovač als Xtray® 128



### Xtray® 264

Paleta Xtray® 264 Available as Xtray® 264 Sadbovač als Xtray® 264



### URC

Dostępne sadzonki nieukorzenione Available as unrooted cuttings Nezakořenělé řízky



# Nasiona

Dostępne nasiona **Seeds** Available as Seeds

Osivo

Dostupné jako osivo



### Odmiana ulepszona Improved Vylepšené

Uprawa pod osłonami Production Pěstitelské informace



### Wielkość doniczki (cm) Pot size (cm) Velikost květináče (cm)



### Wczesność

1=Wczesny / 5=Późny **Earliness** 1 = early / 5 = late

Ranost

1 = Rané / 5 = Pozdní



### **Nasiona**

Roślina rozmnażana z nasion **Seeds** 

Propagated from seeds **Semenáč** 

Množeno ze semen



### Sadzonki

Roślina mnożona wegetatywnie **Cutting** 

Propagated from cuttings **Řízkovanec** Množeno z řízků





# Siła wzrostu pod osłonami

1 = Mała / 5 = Bardzo duża **Greenhouse performance** 

1 = compact / 5 = vigorous

Vzrůst ve skleníku

1 = kompaktní / 5 = vzrůstné **Kwitnienie w** 



pierwszym roku
First year flowering
Prvním rokem kvetoucí



Roślina dnia długiego Flowering long day Prvním rokem kvetoucí



Zimozielone ulistnienie Evergreen foliage Stálezelené listy



### **Etykiety**

Promocyjne

Promotional labels

Promotional labels available **Etikety** 

Etiketa v angličtině

Uprawa w ogrodzie Garden Vzhled ve výsadbě



Heat Lover



MultiColours



**Stars Collection** 



Roślina przyjazna dla owadów zapylających Bee Friendly Přátelské k opylovačům



Wysokość Height Výška



Pokrój wzniesiony Upright habit Vzpřímený habitus



Roślina okrywowa Mounding habit Plazivý habitus



Wiszące pojemniki Hanging basket Vhodné do závěsu



Strefa zimowania Winter hardiness Zimuvzdornost



Okres kwitnienia Flowering months Měsíce kvetení



Odporna na suszę Drought Tolerant Odolnost vůči suchu



Tolerancja na upał Heat Tolerant Odolnost vůči teplu



Reakcja tygodniowa Response time Reakční doba v týdnech



# Nasze gwiazdy Our Stairs Naše hvězdy

Pozwólcie nam przedstawić wam nowe Gwiazdy Syngenta Flowers na ten sezon! Dołączają one do serii i odmian wprowadzonych na rynek w ubiegłym roku podczas premiery Syngenta Flowers' Stars. Każda "gwiazda", wybrana ze względu na swoją wyjątkowość, posiada ekskluzywny, rozpoznawalny pakiet sprzedażowy oraz nastrojowe zdjęcia, dzięki którym błyskawicznie zrealizujesz starannie dobrane sales! przesłanie, aby zwiększyć sprzedaż!

Let us introduce to you the new Syngenta Flowers' Stars for this season! They join the series and varieties introduced at the launch of our Syngenta Flowers' Stars last year. Selected for their uniqueness, each Star comes with an exclusive, recognizable Point-of Sale package, mood pictures and a content calendar to realize your messages in a flash - carefully selected to boost your



Dovolte nám představit naše nové hvězdy Syngenta Flowers Star. Jedná se o nejprodávanější druhy a odrůdy, které doporučujeme určitě zařadit do sortimentu. Jsou vybrány pro svoji unikátnost, v případě zájmu k nim dodáváme propagační materiál v angličtině. K dispozici máme také atraktivní fotografie v naší fotobance, kde si můžete vybrat buď detail květu, obrázky celých rostlin anebo inspirující fotky v zahradní výsadbě. S naší podporou zvýšíte svůj prodej!



Wózek CC **CC** trolley banners CC vozík



Zawieszka Hanging tag Visačka

Doniczki oferowane przez firmy Pöppelmann/TEKU Pots available from Pöppelmann/TEKU Květináče dostupné od Pöppelmann/TEKU



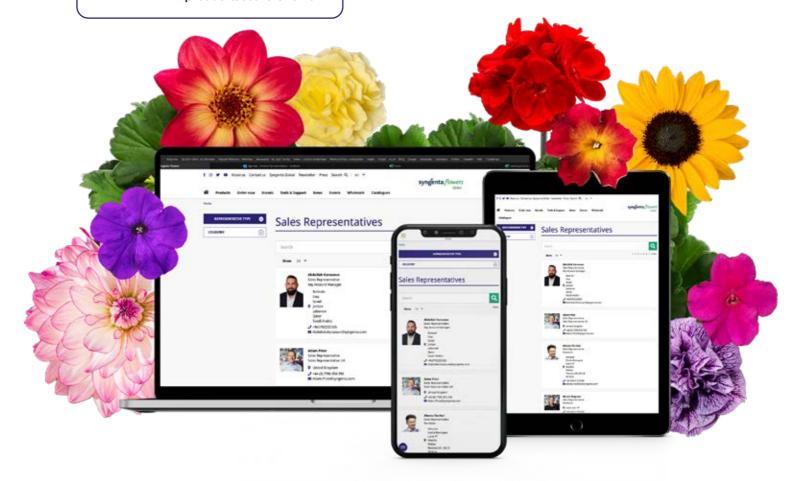
Etykieta wtykana Stick tag **Etiketa** 

# Wyszukiwanie produktów Product Search Vyhledávání produktů



Wyszukiwanie produktów **Product Search** Vyhledávání produktů

Visit us at Navštivte nás na adrese syngentaflowers.com/ products/search/flower





**Przedstawiciele** wyszukiwarka SalesRep Finder

syngentaflowers.com/ search/sales-representatives









syngentaflowers.com

# Market Trends Trendy na trhu

W Syngenta wiemy, że zrozumienie trendów jest coraz ważniejsze - pozwól nam pomóc Ci jak najlepiej wykorzystać przyszłe trendy!

At Syngenta we know that understanding trends is increasingly important - let us help you make the most of future trends!

Ve firmě Syngenta víme, že koncepty a trendy jsou stále důležitější - proto vám pomůžeme na nich získat.



Przywrócenie siedlisk oraz zapewnienie zasobów istotnych dla owadów zapylających może odwrócić spadek liczebności owadów pożytecznych takich jak pszczoły, trzmiele i motyle, które są kluczowe w procesie zapylania wielu upraw roślin jadalnych.

This wide range of pollinator-friendly products helps address the decline in pollinating insects like bees, butterflies, bumble bees and hoverflies which are crucial for the success of many natural habitats and the production of food crops.

Široká škála rostlin přátelských k opylovačům jako jsou včely, motýli, čmeláci a pestřenky. Tento hmyz je kriticky důležitý pro naši přírodu a také pro produkci potravin.





Więcej informacji i pełną listę odmian można znaleźć na stronie internetowej.

Check out the website for more information and the complete list of varieties.

Podívejte se naše stránky pro více informací a kompletní seznam odrůd.







Odwiedź nas pod adresem | Visit us at | Navštivte nás na adrese





## **Heat Lover**

Oferujemy wybór odmian kwitnących przez całe lato, odpornych na słońce i upały, o mniejszym zapotrzebowaniu na wodę niż zwykłe rośliny i nie wymagających specjalnej pielęgnacji. Jest to ważna informacja dla finalnych odbiorców, którzy nie znają się na roślinach, a będą mogli cieszyć się latem w otoczeniu kwiatów.

Offers a selection of varieties flowering all summer long, resistant to sun and heat with less water requirement than most plants and without need for special care. Attractive to novice gardeners with limited plant care knowledge, enabling them to have colour all Summer long.

Selekce odrůd, které kvetou po celé léto, odolných k horku a suchu, méně náročných na zálivku a na speciální údržbu. Atraktivní mimo jiné pro zahradnické začátečníky, protože jsou snadné pro pěsto-





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# Hunky Dory

- PL Dobrze się rozgałęzia, kwitnie równomiernie w całej uprawie. Duże kwiaty tworzą obfitość koloru.
- **EN** Hunky Dory is an F1 series with a good branching habit and flowers uniformly across the crop. The large blooms create an abundance of colour.
- CZ Hunky Dory je hybridní F1 série s dobrým rozvětvováním a květy po celé rostlině. Obří květy vytváří výrazný barevný efekt.











## Echinacea purpurea

# **Prairie Blaze**

- PL Nowa seria jeżówek rozmnażanych z nasion o silniejszym wigorze niż Prairie Splendor. Seria o dobrym wyrównaniu roślin, oferowana w pojedynczych kolorach.
- **EN** An echinacea series from seeds with special colours, good branching and the same level of uniformity as Prairie Splendor
- CZ Semenáčová Echinacea se speciálními barvami květů, dobře rozvětvující, je stejně uniformní jako Prairie Splendor Compact.











Golden Yellow



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Zawieszka | Hanging tag | Visačka



# Echinacea purpurea

# **Prairie Splendor Compact**

- **PL** Doskonała propozycja na sprzedaż latem. Bardzo wyrównany pokrój roślin z licznymi pędami kwiatowymi. Nowa oferta mieszanka kolorów w jednym korku.
- **EN** Excellent summer flowering perennial, for 13 cm pots and larger, with very uniform habit.
- **CZ** Vynikající v létě kvetoucí trvalka, pro květináč K13 a větší, velmi vyrovnané ve vzrůstu.





Wózek CC **CC** trolley banners

CC vozík





Wide range of colours



Cream Crush



# Erysimum linifolium

# **Erysistible**

- **PL** Wracamy z naszą najlepszą selekcją pszonaka. Odmiany o zwartych kwiatostanach i kompaktowym wzroście. Atrakcyjna kolorystyka.
- **EN** Erysistible returns! With more compact flower spikes, and
- **CZ** Erysistible je zpět! S kompaktnějšími květenstvími, kratšími květními stopkami a atraktivními barvami.













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Spektakularne kolory **Spectacular colours** Spektakulární barvy



Etykieta wtykana Stick tag Etiketa



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Pöppelmann/TEKU Pots available from Pöppelmann/TEKU

## Gaultheria procumbens

NEW

# **Winter Pearls**

- PL Odmiana wyhodowana pod kątem uprawy w krótkim cyklu z sadzenia wczesną wiosną.
- **EN** A series bred for annual cultivation. The Big Berry series is famous for its big berries, perfect for early sales. Speedy Baron is known for a more vigorous plant habit.
- CZ Série pro jednoletou produkci. Big Berry je známá svými velkými plody, perfektní por impulzivní prodej. Speedy Baron se vyznačuje vzrůstnějším habitem.











Big Berry



Big Berry White



Pokeballs

Speedy Baron



Zawieszka Hanging tag Visačka





### Festuca cinerea

# **Small Grasses**

- **PL** Grupa traw o zwartej budowie, przydatnych do mieszanych kompozycji w dużych kontenerach. Możliwe również wykorzystanie jako solitery w mniejszych donicach.
- **EN** Our selection of small grasses are ideal to use in combinations with other species, or for stand alone sales in small pots.
- **CZ** Naše selekce nizkých trav je ideální v kombinaci s jinými druhy anebo jako solitéra v menším květináči.







Festuca Gautieri (Scoparia)







### Carex comans

# **Medium Grasses**

- PL Nasz wybór odmian o pośredniej sile wzrostu, które wypełniają lukę pomiędzy poprzednim segmentem a odmianami bardzo silnie rosnącymi. Suche i mokre stanowiska.
- **EN** Our selection of medium grasses are ideal to use in combinations with other species, and as standalone for medium pot sizes.
- **CZ** Naše selekce středně vysokých trav je ideální v kombinaci s jinými druhy anebo jako solitéra ve středně velikém květináči.











**Carex Comans Bronze Curls** 



Agurus ovatus Bunny Tails



Carex Comans Amazon Mist





# **Large Grasses**

- PL Nasz wybór odmian o pośredniej sile wzrostu, które wypełniają lukę pomiędzy poprzednim segmentem a odmianami bardzo silnie rosnącymi. Suche i mokre stanowiska.
- **EN** Our selection of large grasses are ideal to use in combinations with other species in larger containers and as stand alone for the bigger pot sizes.
- **CZ** Naše selekce vysokých trav je ideální v kombinaci s jinými druhy anebo jako solitéra ve velikém květináči.





Melinis nerviglumis Karoo Queen



Pennisetum alopecuroides



Stipa tennuissima Pony Tails



### Lavandula stoechas

# **Javelin**

- **PL** Lawenda francuska z wyjątkowo dużymi liśćmi przykwiatowymi utrzymującymi swój kolor przez długi czas. Odmiany Forte wyróżniają się większym wigorem.
- **EN** The Javelin series are Lavandula stoechas with large flagged, long lasting, flowers. The series is vigorous and has an excellent branching.
- **CZ** Javelin je série s velikým a trvanlivým květem. Rostlina je vitální a pevná, výborně rozvětvuje.







Lavandula stoechas

# **Javelin Compact**

- **PL** Lavandula stoechas o dużych flauszowatych, długo utrzymujących się kwiatach. Najlepiej nadaje się do mniejszych
- **EN** Javelin Compact is just like the Javelin series a Lavandula stoechas with large flagged, long lasting, flowers. But is more suited for the smaller pots.
- **CZ** Javelin Compact je stejně jako Javelin s velikým a trvanlivým květem. Hodí se ale více do menšího květináče.













**Javelin Fortissimo Purple** 



Forte White



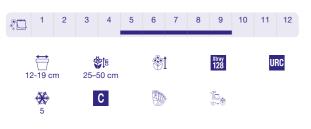


### Leucanthemum maximum

# **Western Star**

- PL Wyrównane, mocno krzewiące się odmiany. Bardzo zdrowe, ciemnozielone ulistnienie. Różne typy wzrostu od Leo o charakterystyce multiflora do silnie rosnących jak Libra.
- EN Our stars in the leucanthemum gives you the choice between the multiflora type like Leo and a vigorous type like Libra.

  Check the icons for the possibilities.
- CZ Naše kopretinové hvězdy vám dávají na výběr mezi typem multiflora (Leo) nabo vzrůstnějšími typy (Libra). Detaily najdete v piktogramech.



















# Phlox subulata

# **GoldiPhlox**

- PL Seria o większych kwiatach i wcześniejszym kwitnieniu w porównaniu do odmian standardowych. Równomierne kwitnienie w obrębie całej serii.
- **EN** This series is earlier flowering than the traditional varieties. All the colours are uniform in plant habit and flowering period.
- **CZ** Série, která kvete dříve než tradiční odrůdy. Uniformní ve velikosti i termínu nakvétání.







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## Saxifraga x arendsii

# **Alpino Early**

- PL Najwcześniej kwitnąca seria skalnicy. Bardzo długi okres kwitnienia, do 10 tygodni! Dobry wigor roślin, szybkie wypełnianie doniczek. Duże kwiaty na krótkich szypułkach.
- **EN** Be the first in the market with this vigorous early flowering
- **CZ** Buďte první na trhu s touto vzrůstnější a ranou odrůdou!









Dazzling Night

# Dazzinig Night

# Verbena rigida

# **Dazzling Night**

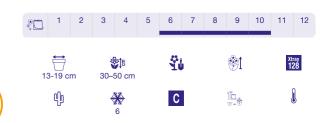
- **PL** Pierwszy rok kwitnąca Verbena rigida. Doskonale nadaje się do sprzedaży późną wiosną i wczesnym latem.
- **EN** Dazzling Night is a first year flowering Verbena rigida. Perfectly suited for the late spring and early summer sales.
- **CZ** Dazzling Night je prvním rokem kvetoucí Verbena rigida. Je perfektní pro prodej na konci jara a v létě.



# Perovskia atriplicifolia

# **Zephyr**

- **PL** Zwarty pokrój rośliny do małych i średnich donic. Odporna na upały i suszę przez całe lato.
- **EN** Zephyr has a compact habit, making it the best choice for small medium sized pots. This species is known for its heat and drought tolerance, and summer long flowering.
- CZ Kompaktní habitus dělá z variety Zephyr tu nejlepší možnost por středně veliký květináč. Tento druh je známý svou odolností k horku a suchu po celé léto.







## OGÓLNE WARUNKI SPRZEDAŻY NASION, ROZSAD I SADZONEK - Syngenta Polska Sp. z o.o

. Zasusowanie sze warunki mają zastosowanie do każdej umowy zawieranej pomiędzy Syngenta Polska sp. z o.o. z siedzibą w Warszawie, ul. Szamocka 8, stł Warszawa, wpisana do Krajowego Rejestru Sądowego pod numerem KRS 17224, której akta rejestrowe prowadzi Sąd Rejejnowy Ago stł wyk. XVII Wyżdzi despodarczy KRS, kopatra zkakowy 22 564 000 z.l. NPS 225-544-44-16 Sprackagojy a klentami w Polsce (Kupulgoy), o ile

- Warszawy, XVI Wydzieł Gospodarczy KRS, kapinał zakieduwy za zaw odo so stany nie upodniej inaczej.
  Art. 2. Oferty i umowy
  2. Do en podarnych w formularzu należy dodać podatek WT wo stawki obowiązującej na dzień wystawienia faktury lub rachunku.
  2.2. Sprzedający zastrzega sobie prawo do okresowej weryfikacji cen. Nowy cennik zastpuje poprzedni w stosunku do zamówień żożonych po dniu ogloszenia nowego cennika. 2.3. Zamówienie staje się wiążące dla Sprzedającego, o ile nie odmówi on jego wykonania w termine 30

- dniu odjoszenia nowego cennika. 2.3. Zamówienie staje się wiążące dla Sprzedającego, o ile nie odmówi on jego wykonania w terminie 30 dni od dnia wybniecia zamówienia.

  2.4. W przypadku wrzostu kursu Euro w stosunku do Zdetgo w okresie od dnia złożenia zamówienia do czasu jego realizacji o więcej niż 10%, cena sprzedaży może ulec zminie. W kleisje zbudnia, Kupujący led yklio u wykacznie, jezel towar nabywa jako konsument przysługuje mu statu skonsumenta zgodnie z odnośnymi przepisami będzie miał możliwość odstąpienia od umowy ze Sprzedającym.

  Art. 2a. Cofniecie zamówienia lodstąpienie od Umowy wą zasad określonych w niniejszym punkcie odyczy tyklo ukoranionych i nekorzenionych Art. 2a. 1. Cofniecie zamówienia lodstąpienie od Umowy wą zasad określonych w niniejsze przepisy ustakone pomiędzy Syngenta s jej klientami lub stosuje się wprost powszechnie obowiązujące przepisy prawa). 2a. Kupujący może odniąż zamówienia odstąpienie od umowy nie później niż na 49 dni przep falpowanym temiemie nodstawy (określonym przez Syngenta w potwierdzeniu zamówienia przekazanym Klientowi w formie tektronicznej lub w formie tratycyjnej), albowiem przyjmuje się, iż taki jeś czas rozpozceja produkcji sakonoki r kursad przez Sprzedającego od terminie określonym w pkt 2a. 2. (lecz nie później niż w dniu okatwy) jest możliwe wytącznie za zaptkaj na racz Szyradającego odstępnejo w wysokości SDNs wartości buttu zamówienia i odstawy) jest możlowa wytacznie za zaptkaj na racz Szyradającego odstępnejo w wysokości SDNs wartości buttu zamówienia W pozostałych przypadkach umowa wiąże strony i są one zobowiązane ją wykonać, chyba że oble strony w drodze wyraźnego porozumienia postanowiej inaczej.

Population in incidence in the control of the contr

Tw. populariowanie poz piskichkolwiek dodatkowych zobowiązań. W takim przypauku nappage. 1 m. poz. 1 m

tych zabiegów obciążają Kupującego. Nasiona pakowane są przez Sprzedającego w standardowe opakowania. Opakowania nie podlegają zwrotowi a ich koszt obciąża Kupującego.

Art. 8. Zastrzeżenie własności 8.1 Produkty dostrazone przez Sprzedającego pozostają jego własnością do chwili uzyskania za nie calkowitej zapłaty. W przypadku dalszej odsprzedaży, bez uregulowania należności wobe Sprzedającego, rownież zastrzego on sobie prawo własności. Kupujący nie jest uprawniony do zastawu produktów ani podejmowania innych czymości, oli 8 sprzedający nie wypazi na to zgody.

9. Platności Rodiczenia transakcji zawartych z firmą Syngenta Polska Sp. z o. o. należy okonać na wskazany na takturze numer rachunku bankowego. Rachunki są platne przy odbiorze nasion lub według ustaleni określonych przy zawieraniu transakcji. W przypadłu zwłoki Sprzedający będzie pobieraż odsekti zgodnie z aktualnie obowiązującymi w tym załecesie przepisanie. W przypadłu okrybienia platemiotychwiek terimonie platności prze Knapującygo, cała cena staje się wymagalna natychmiastowo. Sprzedający jest wowczas opcjonalnie upoważniony do zawieszenia wykonywania lub unieważnienia odsząbienia od wszelkich umów z Kupującym, bez nauczenia prze Nyzredającyce do odszkodowania lub zastosowania plesychwiek inango środka przewnego. W przypaddu kiedy uzgodniono platność częślowa, a Kupujący nie odrzymuje jednego terminu, całość pozostalej kwoty staje się natychmi-zatowo wymagalne beż koniecności odszlekowego szwakódnienia.

Art. 10. Egzekucja zadłużenia
Jeżeli Kupujący nie wypelnia jednego lub więcej zobowiązań wobec Sprzedającego, to koszty egzekucji dlugu na drodze sadowej lub innej obciążają

obpowiedzialność strun Sprzediąjay nie będzie odpowiedzialny za żadne roszczenia, o ile nie został o nich powiadomiony zgodnie z art. 13 niniejszych Ogdinych Warunków Sprzedszy, Risszczenia powinny być prawidlowo udokumentowane w taki sposób, aby mogly być rozpatrzone przez Sprzediąjacego

Warunków Sprzedaży Roszczenia pownny tyc prawnowo upukumeniuwane w taki sposou, wy magri z dodażenie.

11.2. W przypaśku uzasadnionych roszczeń zglaszanych przez Kupującego, Sprzedający ponosi odpowiedzialność do wyszczególnionej na fakturze wartości produktu będącego przedmioteni sporu. Wiszalkie dodatkowe roszczenia z tego tytułu nie będą upurzejędnione.

Art 12. Przezaczenie produktów
12.1. Produkty dostarzone przez Sprzedającego mogą być użyte jedynie do produkcji roślinnej.
12. Sprzedający nie ponosi odpowiedzialności za zakupione produkty, które byty w sposób niewlaściwy użytkowane przez Kupującego lub osoby trzecie. Przez pojecie niewłaściwego użytkowania rozumie się między innymi: dodatkowa obróbkę nasion, zaprawianie, przepakowanie, magazynowanie i prze-chowywanie niezgodne z zaleceniami Sprzedającego.

4.4 12 Worawski zaktarzacii

Art. 13. Warunki reklamacji

13. 1. Kuppigay jest zdoowigzany dokladnie sprawdzić zawartość dostawy, a w szczególności:
- czy dokstacznon właściwe produkty,
- czy ich lidsć jest zgodna z umową.
- czy ich lidsć jest zgodna z umową.
- czy dokumentają dostaczonych produktów jest zgodna z obowiązującymi wymaganiami.
- czy dokumentają dostaczonych produktów jest zgodna z obowiązującymi wymaganiami.
- 13.2 Kuppigay powinien powadomic Szczedającego piemnie o stwierdzonych nieprawidowościach i wadach otrzymanego produktu w terminie 5
- dni roboczych od dely dostawy. Raport powinien zawierdz furunezy kwestonowanych partii, daty dostaw, numery faktur.

13.3 W przypadku stwierdzenia wad ukrytych dostarczonego produktu Kupujący powinien polinformować o tym Sprzedającego pisemnie w ciągu
30 dni lizacy od momentu ich wykrycia.

13.4. Jeżeli Kupujący nie zolasza w terminie określonym w Art. 13.3. zastrzeżeń dotyczących określonei dostawy, to po upływie tego terminu

Szrzedájacy jest zvolniny z obowiązku odpowiedzialności za tę dostawę.
Każda ze stron ma prawo do niezależnej kontroli jakości dostarczonego produktu przez stację oceny, zrzeszoną w organizacji ISTA w kraju
Sprzedającego. Stacja może ocenić takie paramety jak: skie i emergia kiekowania, czystaść odmianowa, zgodność typu, czystaść genebyczna
oraz zamieczyszczenia materialu siewniego i roślinnego. Koszt takiego bedania zostanie pokryty przez stronę, przeciwko której obróci się
nozatrzypijejes stacji. Jednak strony zachowują prawo do dalszych rosztypnije, o których mowa wat 1.7 iniejeszych Ogdinyth Warunków

Sprzedaży.
Art. 14. Doradztwo agrotechniczne
7-alecenia aorotechniczne publikowane lub przekazywane w inny sposób przez Sprzedającego nie powodują odpowiedzialności prawnej. Kupujący wać się własnymi doświadczeniami, jak również odpowiednimi metodami uprawi

Zalecenia agruectamuczne pouemowne za posaczny powienka incovercia sy wastrownia okowańczeniami, jak również odpowiednimi metodami uprawy.

Art. 15. Siła wyższa
15.1. Przez popicie siły wyższej rozumie się okoliczności znajdujące się poza kontrolą Sprzedającego, wstrzymujące lub uniemożliwiające wywiązanie się z umowy, w szczegolności: klęski żywiolowe, strąki w przedsiębiorstwach nie należących do Sprzedającego, nie przewidziane trudności osób trzeciko wykonujących ustajni na rzez Sprzedający powiadomi o tym niezwłocznie Kupującego.

15.2. W przypadku wystąpienia warunków siły wyszej Sprzedający powiadomi o tym niezwłocznie Kupującego.

15.3. Każdz ze stom na przewi od odstąpienia od umowy, jeżeli warunki siły wyszej trwają dlużej niż dwa miesjące. W takim przypadku Sprzedający nie jest zobowiązany do wypłaty żadnego odstodowania.

Art. 16. Postypiawnie się znakami firmowymi, towarowymi i innymi symbolami o lie nie ustalono inaczej w pisennej umowie Kupujący prie ma prawa do posłujwania się znakami firmowymi, towarowymi i innymi symbolami używanymi przez Sprzedającey o wyglakiem syfuacji, kiedy Kupujący prowadzi sprzedaż produktów w oryginalnych opakowaniach Sprzedającego.

Art. 17. Rozwiązywanie sprzew spornych

17.1. Story zobowiązują sę do rozwiązywania wszelkich spraw połubownie.

17.2. Wzezbie spory sądowe mojące wyniknię w przyszlości pomiędzy Sprzedającym a Kupującym strony poddadzą orzecznictwu właściwego sądu powszectnego.

- 8. Dane osobowe.
  4. Oane osobowe.
  Administratorem danych osobowych Kupującego jest Syngenta Polska Sp. z o.o. (Sprzedający). W przypadku pytań związanych z przebwarzaniem danych osobowych moga się Państwo skontaktować ze Spółką pod numerem infolinii: 223260601 lub z naszym inspektorem Ochrony Danych pod adresem e-mai dładarycho splosyngenta com.
  Kupującemu przysługuje prawo dostępu do danych, ich poprawiania, żądania ich usunięcia, a także prawo ograniczenia przetwarzania, wmiesenia Skrapić w o for pzetwarzania danych osobowych i prawo miesenia Skrapi do Przesea Urzędu Ochrony Danych Osobowych, jeżeli jepo dane są przetwarzane niezgodnie z wymogami prawnym emisenia skrapi do Przesea Urzędu Ochrony Danych Osobowych, jeżeli jepo dane są przetwarzane mezgodnie z wymogami prawnym osobowych, jeżeli jepo dane są przetwarzane w celu:
  19.3.1. zawarcia i wykonywania umowy sprzedaży, dostawy towaru oraz dokonania nieżędnych rożliczeń w związku z jej zawarciem przez czas nieżebędny do realizacji umowy, a po jej sokończeniu dane osobowe będą przetwarzane przez czas potrzebny na wykazanie przekudzanie przekwarzane przez czas potrzebny o na wykazanie przekwarzane przez czas potrzebny o na wykazanie przekudzanie przekwarzane przez czas potrzebny o na wykazanie przekudzanie przekwarzane przez czas potrzebny na wykazanie przekudzanie przekwarzane przekudzanie przekudzanie przekwarzane przez czas potrzebny na wykazanie przekudzanie przekudzanie przekwarzane przez czas potrzebny na wykazanie przekudzanie przekudz

- do realizacji ustawovych oboviązków Sprzedającego, w szczegolności do czasu upływu termiru przedawnienia zobowiązan podatkowych,

  19.3.3 realizacji prawnie uzasadnionego interesu Sprzedającego opisanego poniżej przez czas niezbędny do realizacji tego prawnie uzasadnionego interesu, w tym zakresie nie dużej jednak niż do czasu uznania sprzeowu wniesionego przez Kupującego za uzasadniony jego szczególną sytuacją, zaś w przypadku gdy prawnie uzasadnionym interesem jest marketing bezpośredni do czasu wyrażenia przez Kupującego sprzeciwu,

  19.3.4 w przypadku wyrażenia dotrowolnej i opcjonalnej zgody Kupującego, dane będą przetwarzane także w celu marketingowych za polegającym na przekazymajemiu Kupującemu informacji marketingowych na temat produktów Sprzedającego, oferowanych promocji, organizowanych wydarzeń promocyjnych, prowadzonych programach logilnoścowych i ninych akcjach marketingowych za podacje w podacje w podacje podacje podacje podacje podacje podacje podacje podacje podacje, która opiera się wylącznie na zauliomatycowanym przetwarzanie uniu, w bym profilowanii, i wywodu wodec Kupującego skudi prawne lub w podotny sposób słotnie na nią wpływa.

  Podanie danych przez Kupującego jist dotrowolne, jednak konsekwencją niepodania danych oznaczonych w formularzu jako obligatoryjne będzie niemożność zawarcia umowy, w pozostałym zakresie zaś niemożność otrzymywania informacji handlowych i Lubycejskego i Rady (UE) 2016/679 z dnia 27.04.2016 r. w sprawie ochrony osób fizycznych w związatu z przetwarzanie mdanych sostowych i w sprawie swobodnego przepływu takóch danych oza uchłycinej organie podacjeków.

  Podstwa przewarzania danych jed również a f. e. lut. II. n. 1800.0 j. wymnie uzasadniony nie naketingo w zapostawa i naketingo bezpośredniego oraz budowania relacji hardlowych it wkarunku.

- pzekucji dlugu na drodze sadowej lub innej obciążają
  pagekucji na drodze sadowej lub innej obciążają
  pagekucji na pagekucji na drodze sadowej lub innej obciążają na padsawie odpienie jacyći, knjująceniu przysługie pawo odnijeca gody w dowolnym momencie. Rozostanie to jedna bo by wiektowa pod pod wokonojem namowaće objektowa na podobawie odpienie jacyći, knjująceniu przysługie pawo odnijeca gody w dowolnym momencie. Rozostanie to jedna to przewie przekrazanie darych którego podpieniu przysługie pawo odnijeca gody w dowolnym momencie. Rozostanie to jedna to przewie przekrazanie darych którego podpieniu przysługie pawo odnijeca gody w dowolnym momencie. Rozostanie to jedna to przewie przekrazanie darych którego podpieniu przysługie pod pod podpieniu p

hese conditions apply to every offer and every agreement between Syngenta Seeds B.V. and a buyer, insofar as the parties have not explicitly eviated from one or more of these conditions

deviated from one or more of these consusurs.

1. Definitions
For the purposes of these General Conditions of Sale, the following terms shall have the following meaning:

"Affiliate" means, in relation to either Party, a company which controls, is controlled by, or is under common control with that Party. For purposes of this definition, "control" means possession, directly or indirectly, of all tests fifty percent (CDV) of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the power to direct or cause the direction of the management or policies of an entity whether through ownership of securities, by contract or otherwise. Perducts is accepted by Syngenta.

"Buyer" means the person or company whose order for the Products is accepted by Syngenta.
"Change of Control" means the event that a legal entity not being the Buyer or a Buyer's Affiliate, acquires or otherwise becomes able to Control the

\*\*Conditions\*\* means the standard conditions of sale set out in this document.

\*\*Contract\*\* means the contract for the purchase and sale of the Products man

"Contract" means the contract for the purchase and sale of the Products made between Syngenta and the Buyer.

"Delivery" means the shipment FCA (incoterns 2010) from Syngenta's permises to the agreed delivery point, unless otherwise provided in the
Contract. In case no delivery point has been agreed. Syngenta is entitled to nominate the delivery point. Delivery to plant raisers in the Netherlands
stall take place postage paid, except for urgent and/or express delivery in which case the shipment costs shall be for the Buyer's account.

"Insolvency Event" means, in relation to the Buyer, any of the following circumstances: (i) if it is unable to pay its debts as they fall due not seclared
bankupt, (ii) if it ceases or threatens to cease carrying on all or substantially all of this business, otherwise than for the purposes of a solvent reconstruction or amalgamation, (iii) if any quitable, receiver, administrator, custodian, trustee or administrative receiver is appointed over the whole or any
material part of its undertaking, property or assets, (iv) if an order is made or resolution is passed for its winding up, otherwise than for the purposes
of a solvent reconstruction or amalgamation, (iv) if a pulpe is for other measures of protection against its creditors under applicable behaviouply or
insolvency laws or (iv) if any event analogous to any of the foregoing occurs in any jurisdiction in which any of its assets are situated.

"Parties" means Syngenta and the Duyer.

"Parties" means Syngenta and the Buyer.
"Products" means the products (including any instalments of the products or any parts of them) which Syngenta is to supply in accordance with the Contract, whose features and capacities are specifically described in the Contract. Products may include, without limitation, seeds, seedlings, rootstocks, cuttings, young plants and ornamental plants, for instance of the following crops: cereals, corn, sunflower, rapeseed, fodder beet, vegetable cross and flowers.

crops and lowers.

"Syngenta" means the Syngenta entity that has agreed to supply the Products to the Buyer under the Contract.

"Syngenta Group" means the Syngenta contracting entity, and/or any other company considered as a Syngenta Affiliate as per the definition given above.

pove. The latest International Seed Federation (I.S.F.) terms and definitions describing the reaction of plants to pests and pathogens and to abiotic stresses for the vegetable seed industry are hereby incorporated by reference. If Syngenta uses these terms in these General Conditions of Sale and any related statements, the definition of I.S.F. applies.

- Orders
  Syngenta shall sell and the Buyer shall purchase the Products in accordance with:
  (i) any written order of the Buyer which has unconditionally been confirmed by Syngenta (including, without limitation, by delivering some or all of the ordered Products); or
- of the ordered Products); or (i) any other written agreement between the Buyer and Syngenta; subject in either case to these Conditions which are applicable to the Contract. Except for these Conditions, no terms and conditions which the Buyer purports to apply under any early order, purchase order, confirmation of order, specification or similar document will form part of the Contract.
- The Buyer's shall state in writing in its order and/or at Syngerta first request the data, specifications and documents legally required in the country of belivery, of, among others, the following:

- international columnation: import declarations.
   Other import documents or import declarations.
  All orders which are placed with Syngents through Syngenta's electronic ordering system are equally subject to these Conditions, as well as any further specific terms and conditions which may be posted within and/or are downloadable from such system.
  Syngenta reserves the right to amend these Conditions from time to time.
  No order which Syngenta has confirmed in accordance with Condition 2:10 can be cancelled by the Buyer except with Syngenta's swritten
- ay eement.

  If Products ordered under the Contract have not yet been delivered or paid for, Syngenta may terminate the Contract immediately by notice in writing to the Buyer if an Insolvency Event or Change of Control occurs in relation to the Buyer.
- **Delivery** Any dates specified by Syngenta for Delivery of the Products are approximate only and do not constitute a deadline
- The quantity of any shipment of Pockus as recorded by Syngenta or its Qub-)contractor upon displant from Syn
- evidence proving the contrary.

  3. In the case of a non-delivery of the Products written notice of the non-delivery is given to the carrier and Syngenta by the Buyer within fourteen (14) days of the date when the Products should have been received. If the Buyer does not inform Syngenta and the carrier of the non-delivery within this period, the Buyer rights to hold Syngenta lable for the non-delivery and lapse.

  3.4 Any liability of Syngenta for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit-note at the pro-tat Contract rate against any involved rised and paid for such Products.

  3.5 A signature of qualified acceptance on a carrier's delivery note shall not be written notice to either the carrier or Syngenta for the purpose of

- A signature or quantities to deliver the sold Products in instalments. If the Products are delivered in instalments, Syngenta has the right to invoice sort nortified different separately.
- each partial delivery separately.

  3.7 If the quantity mentioned in an order deviates from the standard quantity applied by Syngenta or a multiple thereof, Syngenta has the right to deliver the nearest higher quantity being, as applicable, the standard quantity applied by Syngenta or a multiple thereof.

  3.8 Return deliveries, including the mutual exchange of seeds for pelleted seeds, are not permitted, unless agreed in advance between the parties in
- writing. 3.9 If for any reason: ction (including harvesting and processing) of any Products shall fail to provide Syngenta with Products of sufficient quantity and/or
- of production including that recently and processing or any modular standard sense and expense of sense and recently and under the control of the products of the Polycur, or (ii) at any time total demand for Products shall for any reason exceeds spengera's total available supply through its normal sourcing arrangements, Syngents shall not be under an obligation to deliver the quantity ordered by the Buyer and the Products to be supplied under the Contra shall be such quantity as Syngenta shall in its sole discretion facilities to be supplied under the Contract, and Syngenta shall not be in breach of the Contract, recipient or otherwise table to the Buyer and the Buyer shall not be entitled to any damages if such quantity is sess than the
- of the Contract, negligent or otherwise liable to the Buyer (and the Buyer shall not be entitled to any damages) if such quantity is less than the quantity ordered by the Buyer.

  O voung learns and omamental plants are delivered in a special (design copyrighted) tray(s) and, depending on the quantity, leaded on a pallet(s) which shall both remain Syngenta's property. The Buyer acknowledges that Syngenta holds all design and property rights related to the tray(s) and undertakes to act in complicance with these rights. The Buyer shall take due care of these tray(s) and for pallet(s) are collected by Syngenta. The Parties shall make agreements with regard to the frequency with which the tray(s) and/or pallet(s) are collected by Syngenta. The Parties shall make agreements with regard to the frequency with which the tray(s) and/or pallet(s) are collected by Syngenta an amount of € 5 per tray and € 12.50 per pallet. The Buyer shall store the tray(s) and/or pallet(s) in such manner that Syngenta can collect them in a normal manner. The Buyer shall sense that the tray(s) and/or pallet(s) are Quarantee Syngenta so property rights the trays are individually numbered and registered by means of a betroode. The Buyer will not remove or otherwise render illegible this betroode and should the Ruser do so the Buyer shall store to Syngenta's collect on Syngenta's collect them in the Ruser do so the Buyer shall store to Syngenta's collect them in the Buyer shall store the syngenta's collect them in the Buyer shall store the syngenta's collect them in the syngenta's collect them in the syngenta's and syngenta's the Buyer do so the Buyer shall pay to Syngenta an amount of €1 per tray, without prejudice to Syngenta's right to claim a higher amount in
- damages from the Buyer.

  3.11 The Buyer is not permitted to continue to use the tray(s) and/or pallet(s), or to let them be used by third parties, unless explicitly agreed otherwise
- by Syngentan writing.
  3.12 If no agreements have been made between the Buyer and Syngenta about shipment. Syngenta shall have the right to ship the consignm the manner it deems best. The shipment is entirely for the Buyer's risk. Any additional costs as a consequence of the Buyer's special tran and/or packaging requirements shall be charged to the Buyer's account.
  4. Price and Payment
- all the percent and expensive section of the product shall be Syngenta's quoted price, or when no price has been quoted (or a quoted price is no longer valid), the price set the products shall be Syngenta's quoted price, or when no price has been quoted (or a quoted price is no longer valid), the price set the price of the Products shall be Syngenta's quoted price, or when no price has been quoted (or a quoted price is no longer valid), the price set the price of the Products shall be Syngenta's quoted price and the price of the Products of the Product
- Interprise of the Products said the Syngerias a guided price, or when no price has been quoted or a quoted price is no longer valid), the price set out in Syngeriat's most current published price list at the date of Delivery, Syngeriat reserves the right to modify is price speriodically and in the interim. Each new price listing shall cancel the previous price with regard to orders placed after such new price listing. The price of the Products is exclusive of any value added tax or any other applicable tax (which the Buyer shall pay in addition when it is due to pay for the Products) and further costs to be paid by the Buyer, including amongst others, packaging cost, quality assurance costs and/or phytosanitary inspections, import duties, government and other regulatory levies, and any other fees. Prices are expressed in Euros and shall be paid in Euros, unless otherwise includated in the invoice.

  Syngenta shall invoice the Buyer for the price of the Products. Syngenta shall determine the date of issuing such invoice in compliance with relevant local requisitions.
- local regulations. sice for the price of the Products will be paid within 30 days after the invoice date at Syngenta's offices or by deposit or transfer into a
- Each invoice for the price of the Products will be paid within 30 days after the invoice date at Syngeria's offices of by deposit or transfer into a bark account indicated by Syngeria. The Buyer shall make all gayments due under the Contract without any deduction whether by way of set off, counterclaim or otherwise unless the Buyer shall so make any payment under the Contract on the due date (without any prejudice to its other rights for remedies), the Buyer is in default. In the event of alta payment of the first which the Buyer is in default, and the event of alta payment for deliveres made in the Netherlands, the Buyer shall pay 1% of the interest per month or per part of a month on the invoice amount as of the times 4 which the Buyer is in default. In the event of alta payment for deliveres must be subject to the state of the supplementation of the supplementation of the payment for delivered supplementations. The supplementation is the supplementation of the supplement
- 4.7 If payment in instalments has oeen aquest, the brine retinating quistures and the strength of the strength of
- Syngenta invoices.

  Syngenta invoices.

  If the Buyer is in default with regard to one or more of its obligations, all extra judicial collection costs incurred to obtain payment as well as judicial costs shall be for the Buyer's account, with a minimum of the invoice amount.

  All Syngenta reserves the right ton ot carry out, or ol onger carry out, orders or agreements if previous deliveries have not been paid for by the Buyer or the Buyer has not fulfilled or if's at risk of not furifilling his obligations to Syngenta. The Buyer is required to pay the damage suffered Syngenta due to this Syngenta is not responsible for any damage suffered by the Buyer as a result of not carrying out orders.
- 4.11 If there is any doubt at Syngenia to not responsible of any dantage solution to you be ougher as a result or not carrying out orders.
  4.11 If there is any doubt at Syngenia is discretion regarding the ability of the Buyer to pay, Syngenia will be entitled to defer performances until the Buyer has provided surely for the payment. If the Buyer has not provided surely for the payment within fourtien (1/4) days after being required to do so, Syngenia selection for the manning the appropriate is entitled to the terminate the agreement by carefullation. In this case the Buyer will be liable for expenses incurred by Syngenia.
- Property and Risk
  Ownership of the Products shall only be transferred to the Buyer once they have been fully paid for and the Buyer has fulfilled all of its other
- Nomership of the Products shall only be transferred to the Buyer once they have been fully paid for and the Buyer has fulfilled all of its other obligations towards Syngenta. Payment refers to the full payment of the invoiced price, including value added tax, applicable interest and any other costs as stated in Condition 4.2. The above situation shall apply risrespective of the manner in which the delivered Products or the Products resulting from them have been planted and/or connected to a medium and/or substate.

  Products delivered by Syngenta, covered by the retention of title pursuant to Condition 5.1, can only be resold or used in the framework of ordinary business operations. In the event that the Products are resold by the Buyer, the Buyer shall require from its buyers a retention of title and, to ensure by means of a perpetual clause to be imposed, that third parties undertake to immediately send Syngenta the records of consignment numbers of the Products, so that all the delivered Products can be traced to third parties.

  The risk of damage to or loss of the Products State be borne exclusively by the Buyer as from their Delivery.

  For Products which have been supplied but not yet paid-for, the Buyer shall hold the Products on Syngenta's behalf and shall keep the Products as Syngenta's property. At Syngenta's request, the Buyer shall not the Products on Syngenta's behalf and shall keep the Products as Syngenta's property. At Syngenta's request, the Buyer shall provide proof that it has subscribed to an insurance policy. Until the Buyer take paid for the Products in full, the Buyer undertakes to take all necessary measures in order to preserve the integrity and quality of the Products. The Buyer's right to possession find the products because the medical provides provide and some state of the products and the products are one of the products and the products because the medical provides provide and some state of the products are one products beginning to Syngenta with a necessary measures in order to pre
- Terms of use of the Products and usage
- terms of use of use roucus and usage instructions setting forth the restrictions of use of the Products by the Buyer and subsequent buyers may be included in the Products' packaging and/or labelling. By using the Products, the Buyer or further buyers confirm his/their commitment(s) to comply with these restrictions. The Products are exclusively intended for the growing of crops for furnan or animal usage and/or consumption. The Products and the packaging are proprietary to Syngenta Group or its licensors and are protected by intellectual property rights. Unless otherwise agreed in writing, the Buyer's

- use of the Products is limited to production of a single commercial crop, whether of fresh produce, forage, fiber, grain or any other crop. In the preceding sentence, "production" shall exclude producing seeds for replanting or vegetative reproduction. Unless expressly permitted by law, use of the seed, including the parental lines that may be unintentionally contained therein, for research, breeding or molecular or genetic characterization is strictly prohibited. Buyer has and shall acquire no rights in relation to parental lines that may be unintentionally contained therein, in the case of the Products being ornamental plant culture products for which plant treeder's rights have been applied for anotior granted, only non-recurring flower or plant production is allowed. Volcitions shall result in an immediately payable penalty of C. 10, per reproduced flower or plant. Besides the penalty Syngenta shall retain its right as a licence holder to recover the actually incurred damage from the violating party. Buyer shall impose no less stringent restrictions than the restrictions mentioned in this Condition 6 upon its own buyers. Access to premises

- The Buyer shall impose no less stringent restrictions than the restrictions mentioned in this Condition is upon this uvin usyers.

  Access to premises

  Buyer shall, if requested, give Syngenta, its agents, employees and Affiliates access to its premises where the Products are located at any time to the Syngents of super the super of super the usage of such Products. Syngents shall notify the Buyer of its visit in a timely manner.

  Packaging and traceability of Products; use of trademarks, signs and other indications.

  Buse of trademarks, signs and other indications. All of the trademarks are service marks and lopes displayed on the Products, in the Contract and/or in any document or website referenced by them title "Trademarks") are registered and unregistered trademarks of the Syngenta Group, or with parties with other located instances of the Syngenta Group, or with parties with other increases. The super shall not reproduce, display or otherwise use any trademarks without Syngenta's prior written permission. Unless agreed otherwise in writing, the Buyer is not permitted to use Trademarks, signs and other marks such by Syngenta, for the own products or services, or to suggest a different or indirect, commercial connection with the Syngenta Group, with the exception of trading the Products in their original packaging on which Trademarks, signs and other marks have been applied by Syngenta. If the delivered Products are restold, this restriction shall also be imposed upon the Buyer's own buyer and to any subsequent buyers.

  Packaging, The Buyer shall not change or remove the Trademarks (including, without limitation, corporate or trade names and labels, any bag along any any indication of any inellectual property right of any nature whatsoever belonging to Syngenta, from the packaging of the Products, unless with prior written permission by Syngenta.
- g, or any indication of any intellectual property right of any nature whatsoever belonging to Syngental, from the packaging of the Products, tieses with prior written permission by Syngenta.
  I me the special property of the Product of the Product on which any of the label, batch number, bag tag or sell-bydock, acceptibility. The Buyer hereby acknowledges that any marketing of a Product on which any of the label, batch number, bag tag or sell-bydock acceptance of the Contract. Such breach shall entitle Syngenta sole discretion to terminate the Contract immediately without any compensation whatsoever in Buyer's favor. In such a case, the Buyer shall are all the legal, financial and judicial consequences which may arise thereform, at its sole expense and risk of the sole of the Contract immediately without any compensation whatsoever in Buyer's favor. In such a case, the Buyer shall and the product of the Contract immediately without any compensation whatsoever in Buyer's favor. In such a case, the Buyer shall are the Contract immediately without any compensation whatsoever in Buyer's favor. In such a case, the Buyer shall be contracted by the Contract immediately without any compensation whatsoever in Buyer's favor. In such a case, the Buyer shall be contracted by the Contract immediately without any compensation which are the contract immediately without any compen

- rights, which are also hereby incorporated by reference.

  Products protected by a beeder's right applied for or granted in the Netherlands or any other country or by a contractual transfer provision may not be used to further reproduce the variety.

  Buyer shall comply with these additional obligations:

  (I) If the Buyer finds a mutant in the Products, the Buyer shall report this immediately to Syngenta by registered letter, and shall make available to Syngenta materials of the mutant for testing purposes and for any other purposes without charge. Furthermore, if the Buyer maintains the mutant, Syngenta has the night to request from the Buyer, within a period of the top (2) years after the detection of the mutant, first of the mutant, make the digit to request from the Buyer, within a period of the vol (2) years after the detection of the mutant, make a state of the mutant, and the materials of the mutant, and the materials of the mutant, and the materials of the mutant by state of the mutant by state of the state of
- in the doyer state intellimity synigenic or using valintages synigenic has included as a resource or any violation by the government of the property rights.

  iii) The Buyer undertakes to fully cooperate as desired by Synigenta, including cooperating with the collection of evidence, in the event that Synigenta is magaged in legal proceedings with repart to plant breeder's rights or other intellectual property rights.

  iv) The Buyer shall report all sales of Products as may be required by relevant royalty collecting agencies administering rights in the Products. If he Buyer shall ensee of Synigenta the Buyer shall ensees of Synigenta the Buyer stall ensees, where relevant, also comply with this Condition 3-(iii).
- the Buyer is a licensee of Syngenta the Buyer shall ensure that its sub-licensees, where relevant, also comply with this Condition 9,3(v). Statement related to Genetically Modified Organisms Products currently soid by Syngenta in Europe, Africa and the Middle East have been bred by conventional plant breeding methods and with to components that have not been genetically modified without using genetic modification techniques leading to genetically modified organisms filmed in Directive 2001/16/EC on the deliberate release into the environment of genetically modified organisms. The methods and processes used ovelopment and maintenance of these varieties are aimed to achieve high purity shandrast and minimizing the risk of off-types or adventitious noce of other plant material, including genetically modified material, as defined by the applicable laws or regulations. Seed production has carried out in accordance with existing requirements related to marketing of varieties and seed production rules including specified isolation noces. The Buyer acknowledges that, although unlikely, the risk of adventitious presence of genetically modified organisms cannot however be yecluded.
- Sympents shall make its best efforts for the Products to conform to their specifications and labels as much as possible, provided that they are handled by the Buyer with utmost care. No guarantees apply to the product, specifications.

  The Buyer shall check upon Delivery of the Products the condition of the Products and absence of visible defects of the Products, and shall bear the expenses and assume the risks related to such inspection.
- the expenses and assume the risks related to such inspection. Any odiam or reservation regarding visible defects (such a but not limited to differences in weight, defective packaging, errors in the numbers of parcies for gackages, exterior appearance), shall be made on the carrier's receipt and confirmed by registered letter with acknowledgment of receipt, sent to Syngenta within five(5) working days as from the Delivery of the Products, with the exception of seed trays and young plants for which claims shall be submitted within forly eight (48) hours of their Delivery. The Buyer shall specify and justify the trature of its Galan or
- nor which claims shall be submitted within forty eight (48) hours of their Delivery. The Buyer shall specify and justify the nature of its claim or reservation, and identify the defective Product's by their butch number.

  11.4. Any claim regarding invisible defects as of the time of Delivery (such as but not limited to moisture content, specific purity, seed coating and grading, germination rate, trueness to type) shall be made by Buyer by registered letter with advanced eight of receipt within (5) working days from the discovery of such invisible defect and/or from the time at which the Buyer could reasonably have discovered the defect, but in no event no more than one (1) year from Delivery, after which Buyer shall be barred from asserting such a claim, and Syngenta may no longer be held liable for, defective Products. Syngenta shall not be held liable for any defect under Conditions 11.3 or 11.4 unless (i) Buyer has notified Syngenta following the relevant
- 11.5 Syngenta shall not be held liable for any defect under Conditions 11.3 or 11.4 unless (i) Buyer has notified Syngenta all flowing the relevant conditions set forth in this Condition 11, and (ii) Buyer has provided Syngenta alfor user got of the notice with a reasonable opportunity to examine the Products in all cases, Syngenta shall not be held liable under the abovementioned conditions if (i) the Buyer has not used the Products in all cases, Syngenta shall not be held liable under the abovementioned conditions if (i) the Buyer has not used the Products have hen delivered showing visible defects and (ii) the Buyer has notified Syngenta flowing the relevant controls set forth in this Condition 11 and (ii) the Buyer has provided Syngenta after receipt of the notice with a reasonable opportunity to examine the Products, Syngenta shall be entitled at its option to either replace the Products (or the defective part) free of charge or, if the Products have paid for, refund the price of such Products (or a proportionate part thereon by issaing a credit note at the pro-rata Contract rate.
  1.7 in the event of a lasting depute between the perise with regards or all the products and of the Parties, for the analysis of the service of the products have been defended and the products and the products of the products have been defended by the VIAV furnity of the products have been defended by the VIAV furnity of the products have been defended by the VIAV furnity of the products have been defended by the VIAV furnity of the products have been defended by the VIAV furnity of the products have been defended by the VIAV furnity of the products have been defended by the VIAV furnity of the products have been defended by the VIAV furnity of the products have been defended by the VIAV furnity of the products have been defended by the VIAV furnity of the products have been defended by the VIAV furnity of the products have been defended by the VIAV furnity of the products have been defended by the VIAV furnity of the p

- (i) any breach of these General Conditions of Sale; and 
  (ii) any representation, statement, brotious act or omission, or negligence, arising under or in connection with the Contract. 
  The Buyer shall mitigate any and all loss and damage in relation to which the Buyer lodges a claim against Syngenta under the Contract. 
  All warrantes, conditions and other terms implied by statute or law are excluded from the Contract as far as legally possible. 
  Subject to maximum extent permitted under applicable law: 
  (ii) Syngent's total liability in contract, for including negligence and breach of statutiony duly, misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract value (net of value added tax; and 
  (ii) Syngents alto line be lable to the Buyer by resson of any representation or any implied warrants, condition or other term or any duty at 
  law or under the express terms of the Contract for any indirect, consequential, incidental or special loss or damage, costs, expenses (whether 
  or not Syngents has been advised of the possibility of such loss, damages, costs or expenses; or any claims for consequential compensation, howsover caused (including without limitation caused by the negligence of Syngenta or its employees, Affiliates, agents or sub-contractors), 
  which arise out of or in connection with the Contract.
- howsever caused (incuting without immation values up to a register of the property of the prop
- goodwill howsever caused (including without limitation caused by the negligence of Syngenta or its employees, Affiliates, agents or sub-cortactors, which arises out of or in connection with the Contract.

  The Buyer shall hold harmless and indemnify Syngenta against any and all claims of third parties for damages which have been caused by Syngenta, including, without limitation, claims made against Syngenta in its capacity as producer of the Products pursuant to product liability, unless such damage is caused by gross negligence or willful misconduct on the part of Syngenta. The Buyer undertakes to subscribe to and maintain an appropriate insurance against claims arising from the indemnification provide for in this Condition 12.5, and an insurance certificate shall be submitted to Syngenta at Syngenta is first request.
- or in this Condition 12.5, and an insurance certificate shall be submitted to Syngenta at Syngenta's farist request.

  12.6 All information given in Syngenta's catalogue or otherwise provided by Syngenta, or by any agent or propresentative on Syngenta's behalf, relating to the Products, including but not limited to varieties, varietal characteristics or periods of maturity or drivers relating to the products and cultivation advive, is given for general guidence only. Buyer agrees that any information so given or provided does not constitute a representation or warranty by Syngenta as to any matter and shall not be relied on as such. The Buyer itself shall assess whether the Products and/or information is suitable for application to the enrisaged cultivation respectively under local conditions.

  12.8 Each possible dain regarding compensation for damages pursuant the Contract expires, if and as soon as one year has passed since the delivery of the Products in question when the claim has not been submitted to Syngenta in writing.

  13. Stewardship

  The Buyer agrees to (i) engage only properly instructed maillified representations.
- is. Succeed using.
  The Buyer agrees to (i) engage only properly instructed, qualified personnel with the appropriate handling of the Products and to (ii) follow at all times applicable safe use and disposal practices as recommended by Syngenta or international organizations, and (iii) use the Products only for their
- t it will at all times comply with applicable local and international laws, sanctions and regulations
- Force Ma jeure
  Syngenta shall not be liable to the Buyer in any manner or deemed in breach of the Contract because of any delay in performing or any failure to perform any of Syngenta's solitigations under the Contract if the delay or failure was due, or in response to a Force Majeure event. Force Majeure means any cases beyond Syngenta's or its contractor's researcable control, that could not or within effects could not have been reasonably prevented. For instance, the total demand for Products exceeding for any reason Syngenta's total available supply through its normal sourcing
- prevenue... or instance, the total demand for Products exceeding for any reason Syngenta's total available supply through its normal sourcing arrangements shall be interpreted as a Force Majeure event.

  15.2 Syngents altal notly the Buyer as soon as possible if Syngenta is unable to deliver or unable to deliver in a timely manner due to Force Majeure.

  15.3 If the situation of Force Majeure continues for more than two (2) months and the Parties have not agreed on a change to the Contract, both Parties shall have the right to dissolve the Contract. In such instances Syngenta shall not liable to pay any damages.

  16. Confidentiality
- The Buyer stall had in strict confidence any and all information about the Products, the know-how and trade secrets of Syngenta and its business, irrespective whether the source of such information has been Syngenta or one of its Affliates or a third party, or whether such information was foundeveloped, or generated by the Buyer itself. In particular and without limitation to the freegoing, incrover figures (notwithstanding contino 9.5(iv)) and measures for sales promotion shall not be communicated to third parties. The Buyer shall ensure that its own buyers comply with the obligation ruis condition Condition 16 will not apply to information that is in the public domain except where this is as a result of any breach of this Condition 16
- able Law between Syngenta and the Buyer shall be governed by law of the Netherlands. The competent Court of Amsterdam or, at Syngenta's ny other competent court according to applicable law, is exclusively competent. The United Nations Convention on Contracts for the Sale of Goods is expressly excluded from these Conditions.
- International Sale of Goods is expressly excluded from these Conditions.

  18. Severability
  Any provision of the Contract and/or the Conditions which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of the Contract and or the Conditions and the remainder of such provision shall not be affected. Syngerta and the shall not be affected as a few shall not be affected as a few shall be notified intent and the purpose of the Contract and/or the Conditions.

  19. Protection of personal data
- or personal data ce of any offer or agreement between the Parties, each Party will comply with data protection law ("Data Protection Law"), if and to ure periorimative of any other of agreement retirement and a country with other processing of personal data playes and early first the purposes of this Condition. Data Protection Law remarks suggested and coloring but not limited to General Data Protection Regulation (Regulation (Reg.) 2016/97), AVG), and - to the extent that they are generally binding exceleding, lately, standards and other similar instruments as applicable to a Party's data processing.

# VŠEOBECNÉ OBCHODNÍ PODMÍNKY - Syngenta Seeds GmbH, Bad Salzuflen

nditions apply to every offer and every agreement between Syngenta Seeds B.V. and a buyer, insofar as the parties have not explicitly

1. Definitions
For the purposes of these General Conditions of Sale, the following terms shall have the following meaning:
"Affiliate" means, in relation to either Party, a company which controls, is controlled by, or is under common control with that Party. For purposes of this definition, "control "means possession, directly or indirectly, of a least filty percent (50%) of the voting equity of another entity for other companie interest for entity therefore a corporation, or the power to direct or cause the direction of the management or policies of an entity whether through ownership of securities, by contract or otherwise.
"Buyer" means the person or company whose order for the Products is accepted by Syngenta.
"Change of Control" means the event that a legal entity not being the Buyer or a Buyer's Affiliate, acquires or otherwise becomes able to Control the Ruser.

Juyer. 'Conditions" means the standard conditions of sale set out in this document.

"Contract" means the contract for the purchase and sale of the Products made between Syngenta and the Buyer. "Contract" means the contract for the purchase and sale of the Products made between Syngentia and the Buyer.

"Delivery" means the shipment FCA (incoterns 2010) from Syngenta is premises to the agreed delivery point, unless otherwise provided in the

Contract. In case no delivery point has been agreed, Syngenta is entitled to nominate the delivery point. Delivery to plant raisers in the Netherlands
stall take place postage paid, except for urgent and/or express delivery in which case the shipment costs shall be for the Buyer's account.

"Insolvency Event" means, in relation to the Buyer, any of the following croumstances: (i) if it is unable to pay its debts as they fall due or is declared bankrupt, (ii) if It is ceases or threatens to case carrying on all or substantially all of its business, otherwise than for the purposes of a another reconstruction or amalgamation, (iii) if any liquidation, proceiver, administrator, custodian, fustee or administrative receiver is appointed over the whole or very material part of its undertaking, properly or assets, (iv) if an order is made or resolution is passed for its winding up, otherwise than for the purpose of a solvent reconstruction or amalgamation, (iv) if it applies for other measures of protection against its creditors under applicable bankruptcy or insolvency laws or (iv) if if any evert analogous to a voir the frommon nocurs in an viristicificion in which save of its assesses are substants.

or a sowent reconstruction or amalgamation, (v) if it applies for other measures of protection against its creditors under applicable bankruptor or insolvency laws or (vi) if any event analogous to any of the foregoing occurs in any jurisdiction in which any of its assets are situated.

"Parties" means Syngenta and the Buyer.

"Products" means the products (including any instalments of the products or any parts of them) which Syngenta is to supply in accordance with the Contract, whose features and capacities are specifically described in the Contract. Products may include, without limitation, seeds, seedlings, norstooks, cuttings, young plants and ornamental plants, for instance of the following crops: cereals, com, sunflower, rapeseed, fodder beet, vegetable crops and flowers.

The latest International Seed Federation (I.S.F.) terms and definitions describing the reaction of plants to pests and pathogens and to abiotic stresses for the vegetable seed industry are hereby incorporated by reference. If Syngenta uses these terms in these General Conditions of Sale and any relater statements, the definition of I.S.F. applies.

- Illibras, but seemed and the Buyer shall purchase the Products in accordance with:

  Syngenta shall sell and the Buyer shall purchase the Products in accordance with:

  (i) any written order of the Buyer which has unconditionally been confirmed by Syngenta (including, without limitation, by delivering some or all
- of the ordered Products); or (ii) any other written agreement between the Buyer and Syngenta; subject in either case to these Conditions which are applicable to the Contract 2.2 Except for these Conditions, no terms and conditions which the Buyer purports to apply under any early order, purchase order, confirmation of
- code, for these commons, no terms and commons which the buyer purports to apply miner any early droot, proclase droot, commination or order, specification or similar document will form part of the Contract. The Buyer shall state in writing in its order and/or at Syngerita first request the data, specifications and documents legally required in the country of delivery of, among others, the following:

- intervational columnates, with provided and interval of the control of the contro
- agreement.

  2.7 If Products ordered under the Contract have not yet been delivered or paid for, Syngenta may terminate the Contract immediately by notice in writing to the Buyer if an Insolvency Event or Change of Control occurs in relation to the Buyer.
- writing to the Buyer if an Insolvency Evenu or unamage or control Delivery
  Delivery
  Any datas specified by Syngenta for Delivery of the Products are approximate only and do not constitute a deadline.
  The quantity of any shipment of Products as recorded by Syngenta or its (sub-)contractor upon dispatch from Syngenta or its (sub-)contractor's
  place of business shall be conclusive evidence or the quantity received by the Buyer on delivery unless the Buyer can provide conclusive
  evidence proving the contrary.

  Evidence proving the contrary.
- evidence proving the contray.

  3. In the case of a non-delivery of the Products written notice of the non-delivery is given to the carrier and Syngenta by the Buyer within fourteen (14) days of the date when the Products should have been received. If the Buyer does not inform Syngenta and the carrier of the non-delivery within the period the Buyer's rights to hold Syngenta lable for the non-delivery will spend the Buyer's rights to hold Syngenta lable for the non-delivery will spen as the spend to the products and the carrier of the non-delivery will spen as the spend to the products are spending to the products within a reasonable time or issuing a credit-not at the pro-rata Contract rate against any invoice raised and paid for such Products.

  3.5 A signature of qualified acceptance on a carrier's delivery note stall not be written notice to either the carrier or Syngenta for the purpose of
- Springerials permitted to deliver the sold Products in instalments. If the Products are delivered in instalments, Syngenta has the right to invoice each partial delivery separately.
- separately. ned in an order deviates from the standard quantity applied by Syngenta or a multiple thereof, Syngenta has the right to
- deliver the nearest higher quantity being, as applicable, the standard quantity applied by Syngenta or a multiple thereof.

  3.8 Return deliveries, including the mutual exchange of seeds for pelleted seeds, are not permitted, unless agreed in advance between the parties in
- ny reason. uction (including harvesting and processing) of any Products shall fail to provide Syngenta with Products of sufficient quantity and/ or
- in an any teaching of the day of
- or. Ited to continue to use the travis) and/or pallet(s), or to let them be used by third parties, unless explicitly agreed otherwise
- 3.11 I'll buyer is not perimeter to common and the buyer and Syngenta about shipment, Syngenta shall have the right to ship the consignment in the manner if deems best. The shipment is entirely for the Buyer's risk. Any additional costs as a consequence of the Buyer's special transport and/or packaging requirements shall be charged to the Buyer's account.
- and/or packaging requirements shall be charged to the ouyer is account.

  Price and Payment

  The price of the Products shall be Syngenta's quited price, or when no price has been quoted (or a quoted price is no longer valid), the price set out in Syngenta's most current published price list at the date of Delivery, Syngenta reserves the right to modify its prices periodically and in the interim. Each new price listing, shall cancel the previous price with regard to orders placed after such new price listing.

  The price of the Products is enclosive of any value added tax or any other applicable tax (which the Buyer shall pay in addition when it is due to pay for the Products) and further costs to be paid by the Buyer, including amongst others, packaging cost, quality assurance costs and/or hybosanitary inspections, import ductes, government and other regulatory levies, and any other fees. Prices are expressed in Euros and shall be paid in Euros, unless otherwise indicated in the immoic.

  Syngents shall invoice the Buyer for the price of the Products. Syngenta shall determine the date of issuing such invoice in compliance with stated translations.
- 4.4 Each invoice for the price of the Products will be paid within 30 days after the invoice date at Syngenta's offices or by deposit or transfer into a
- 4.4 Each invoice for the price of the Products will be paid within 30 days after the imvoice orate as syrugenias 3 unines or up opposition to extension however.
   4.5 The Buyer shall make all payments due under the Contract without any deduction whether by way of set offi, counterclaim or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Syngenta to the Buyer.
   4.6 If the Buyer fails to make any payment under the Contract on the due date (without any prejudice to its other rights or remedies), the Buyer is in default. In the event of late payment for deliveries made in the Metherlands, the Buyer shall pay 15.0 the interest per month or per part of a month on the invoice amount as of the time at which the Buyer is in default. In the event of late payment for deliveries oxide the Netherlands, the Buyer shall pay 15.0 the promoth or per part of a month on the invoice amount as of the time at which the Buyer is in default. In the event of the Buyer's is in default, in the event of the Buyer's defaults, Syngenta has the right to charge any exchange rate loss incurred as a result to the Buyer's in default, in the event of the Buyer's indication.
   4.7 If payment in installments has been agreed, the entire remaining amount shall be immediately payable, in the event of the payment of an installment. The stipulations of Condition 4.6, shall apply by arislogy.
   4.8 Without projection to the other rights and remediately. Syngenta from yorkers accepted by Syngenta, or to delay the delivery of Products ordered therein, if the Buyer's account with the Syngenta Group shows that the Buyer is novertice in paying any Synchesta introduce.
- 4.9 If the Buyer is in default with regard to one or more of its obligations, all extra judicial collection costs incurred to obtain payment as well as
- 4.9 If the buyer is in feature to use of interest in congrants, a test agreements of increase our coast permitted to a support account, with a minimum of the invoice amount.
  4.10 Syngetia reserves the right in not carry out, or no longer carry out, or notice are agreements if previous deliveries have not been paid for by the Buyer or the Buyer is required to pay the damage suffered by Buyer or the Buyer is not fulfilled or it is a risk of not sluffling his obligations to Syngeria. The Buyer is required to pay the damage suffered by the pay of the Buyer is provided and the pay of the Buyer is a provided surely for the Buyer has not provided surely for the payment. If this provided surely for the payment of this fourther includes the day of the Buyer has not provided surely for the payment of this fourther includes the day of the Buyer has not provided surely for the payment of this fourther includes the day of the Buyer has not provided surely for the payment of this fourther includes the day of the Buyer has not provided surely for the payment of this fourther includes the day of the Buyer has not provided surely for the payment of this fourther includes the day of the Buyer has not provided surely for the payment of this fourther includes the day of the Buyer has not provided surely for the payment of this fourther includes the day of the Buyer has not provided surely for the payment of this fourther includes the day of the Buyer has not provided surely for the payment of this fourther includes the day of the Buyer has not provided surely for the payment of this fourther includes the day of the Buyer has not provided surely for the payment within fourther included the day of the Buyer has not provided surely for the payment within fourther included the payment within fourther included the day of the Buyer has not provided surely for the payment within fourther included the day of the Buyer has not provided surely for the payment within fourther has not a surface of the Buyer has not provided surely f Property and HISK
  Ownership of the Products shall only be transferred to the Buyer once they have been fully paid for and the Buyer has fulfilled all of its other
- Ownership of the Products shall only be transferred to the Buyer once they have been fully gold for and the Buyer has fulfilled all of its other obligations to wards Syngenta Paymer trefes to the full payment of the innoiced price, inclining value added fax, applicable interest and any other costs as stated in Condition 4.2. The above stipulation shall apply irrespective of the manner in which the delivered Products or the Products settlering from them have been planted and/or connected by a medium and/or substrate. Products schiered by Syngenta, covered by the retention of title pursuant to Condition 5.1, can only be resold or used in the framework of ordinary business operations. In the event that the Products are resold by the Buyer, the Buyer shall require from its buyers a retention of title and, to ensure by means of a perpetual clause to be imposed, that third parties undertake to immediately send Syngenta the records of consignment numbers of the Products, so that life delivered Products can be traced to bit third parties. The risk of damage to or loss of the Products shall be borne exclusively by the Buyer as from their Delivery.

  The risk of damage to or loss of the Products shall be borne exclusively by the Buyer as from their Delivery.

  For Products which have been supposed but not yet paids for, the Buyer shall hold the Products on Syngenta's behalf and shall keep the Products separate from those of the Buyer and third parties, shall sufficiently insure the Products against loss and/or damage and shall identify the Products. The Buyer shall provide proff that it has subscribed to an insurance policy. Until the Buyer has paid for the Products in full, the Buyer undertakes to take all necessary measures in order to preserve the integrity and quality of the Products. The Buyer is not permitted to encumber the Products for war any other rights in them.

  The Buyer's right to possession of Products belonging to Syngenta will cases immediately if an insolvency Event occurs in relation to the Buyer.

  Where
- Terms of use of the Products and usage Instructions setting forth the restrictions of use of the Products by the Buyer and subsequent buyers may be included in the Products' packaging and/or labelling, by using the Products, the Buyer or further buyers confirm his/their commitment(s) to comply with these restrictions. The Products are exclusively intended for the growing of crops for human or animal usage and/or consumption. The Products and the packaging are proprietary to Syngenta Group or its licensors and are protected by intellectual property rights. Unless otherwise agreed in writing, the Buyer's

use of the Products is limited to production of a single commercial crop, whether of fresh produce, forage, fiber, grain or any other crop. In the preceding sentence, 'production' shall exclude producing seeds for replanting or vegetative reproduction. Unless expressly permitted by law, use of the seed, including the parental lines that may be unintentionally contained therein, for research, breeding or noticular or genetic characterization is strictly prohibited. Buyer has and shall acquire on rights in relation to parental lines that may be unintentionally contained therein, in the case of the Products being ornamental plant culture products for which plant breeder's rights have been applied for and/or granted, only non-recurning flower or plant production is allowed. Violations shall result in an immediately poyable penalty of C. 10 per reproduced flower or plant. Besides the penalty Syngenta shall retain its right as a licence holder to recover the actually incurred damage from the violating party. Buyer further agrees not to remove the bag-tag and/or belleting from the Products' packages and or labelling.

The Buyer shall impose no less stringent restrictions than the restrictions mentioned in this Condition 6 upon its own buyers. Access to premises

- The Buyer shall impose no less stringent restrictions than the restrictions mentioned in this Condition 6 upon its own buyers.

  Access to premises

  Buyer shall, if requested, give Syngenta, its agents, employees and Affiliates access to its premises where the Products are located at any time to abile Syngenta to impose the usage of each Products. Syngenta shall notify the Buyer of its visit in a timely manner.

  Packaging and traceability of Products, use of trademarks, signs and other indications. It is not premise, signs and other indications. It is not premise, signs and other indications. It is not premise the products, in the Contract and/or in any document or website referenced by them (the "Trademarks") are registered and unregistered trademarks of the Syngenta Group, or third parties who have licensed their trademarks to the Syngenta Group. Buyer establing to the products of the syngenta Group, or third parties who have licensed their trademarks to the Syngenta Group. Or third parties who have licensed their trademarks without Syngenta's prior written permission. Unless agreed otherwise in writing, the Buyer is not permitted to use Trademarks, signs and other marks used by Syngenta, for its own products or services, nor to suggest a (direct or indirect commencial connection with the Syngenta Group, with the exception of trading the Products in their original packaging on which Trademarks, signs and other marks have been applied by Syngenta. If the delivered Products are resdul, this restriction shall also be imposed upon the Buyer's own buyer and to any subsequent buyers.

  Packaging. The Buyer shall not change or remove the Trademarks (including, without limitation, corporate or trade names and labels, any bag and are any indication of any intellectual ornoart vindir of any nature whatesvere belongino to Sonwental, from the accelain of the Products.
- tag, or any indication of any intellectual property right of any nature whatsoever belonging to Syngenta), from the packaging of the Prod
- tag, or any indication of any intellectual property right of any nature whatsoever belonging to Syngenta, from the packaging of the Products, unless with prior written permission by Syngenta. Traceability. The Buyer hereby acknowledges that any marketing of a Product on which any of the label, batch number, bag tag or self-by date have been removed, erased or aftered, represents a serious breach of these Conditions and of the Contract. Such breach shall entitle Syngenta in its sole discretion to terminate the Contract immediately without any compensation whatsoever in Buyer's favor. In such a case, the Buyer shall bear all the legal, financial and judicial consequences which may arise therefrom, at its sole expense and risk.

  Plant Breeders' rights and other intellectual property rights

  The Buyer shall comply with the restrictions and limitations imposed on the Products by the UPOV Convention and its national implementations which are thereby incorporated by reference, and when applicable Council Regulation No 2100/94 of 27 July 1994 on Community plant variety

- rights, which are also hereby incorporated by reference. Products protected by a breeder's right applied for or granted in the Netherlands or any other country or by a contractual transfer provision may not be used to further reproduce the variety. Buyer shall comply with these additional obligations: (i) if the Buyer finds a mutuant in the Products, the Buyer shall report this immediately to Syngenta by registered letter, and shall make available to Syngenta materials of the mutant for testing purposes and for any other purposes without charge. Furthermore, if the Buyer minians the mutant, Syngenta has the right to request from the Buyer, within a period of two (2) years after the detection of the mutant, materials of the mutant for testing purposes and for any other purposes without charge. The Buyer shall ensure that this Condition 9.3(i) also applies to its customers, who shall then exercise their reporting obligation to the Buyer.
- ii) The Buyer shall indemnify Synoenta for any damages Synoenta has incurred as a result of any violation by the Buyer of Synoenta's plant
- (ii) The Buyer shall indemnify Syngenta for any damages Syngenta has incurred as a result of any violation by the Buyer of Syngenta's plant breeder's rights or other intellectual property rights.

  (iii) The Buyer undertakes to fully cooperate as desired by Syngenta, including cooperating with the collection of evidence, in the event that Syngenta is engaged in legal proceedings with regard to plant breeder's rights or other intellectual property rights.

  (iv) The Buyer shall report all sales of Products as may be required by relevant royally collecting agencies administering rights in the Products. If the Buyer is all incurse of Syngenta he Buyer shall ensure that its sub-licensees, where relevant, also comply with this Condition 9.3(v). Statement related to Genetically Modified Organisms.

  Her Products currently soid by Syngenta he Durge, Africa and the Middle East have been bred by conventional plant breeding methods and with ent components that have not been genetically modified, without using genetic modification techniques leading to genetically modified organisms. The methods and processes used to evolopment and maintenance of these vareties are aiment to achieve high purity standards and minimizing the risk of off-types or adventitious sence of other plant material, including genetically modified material, as defined by the applicable laws or regulations. Seed production lass including specifical isolation ances. The Buyer acknowledges that, although unlikely, the risk of adventitious presence of genetically modified organisms cannot however be lip reactions.

- 11. Warratist hall make its best efforts for the Products to conform to their specifications and labels as much as possible, provided that they are handled by the Buyer with utmost care. No guarantees apply to the product specifications.

  11.2 The Buyer's shall check upon Delivery of the Products the condition of the Products and absence of visible defects of the Products, and shall bear the expenses and assume the risks related to such in spection.

  11.3 Any claim or reservation regarding visible defects (such as but not limited to differences in weight, defective packaging, errors in the numbers of parcels or packages, exterior appearance), shall be made on the carrier's receipt and confirmed by registered letter with acknowledgment of receipt, sent to Syngenta within five(s) working days as from the Delivery of the Products, with the exception of seed trays and young plants for which damis shall be submitted within forty eight (49) hours of their Delivery. The Buyer shall specify and justify the nature of its claim or reservation, and identify the defective Products by their batch number.

  11.4 Any claim regarding invisible defects and the time of Delivery (such as but not limited to moisture content, specific purity, seed coating and grading, germination rate, trueness to type; shall be made by Buyer by registered letter with acknowledgment of receipt within five (5) working days from the discovery of such invisible defect and for from the time at which the Buyer could reasonably have discovered the defect, but in no event no more than one (1) year from Delivery, after which Buyer shall be barred from asserting such a claim, and Syngenta may no longer be held liable for, defective Products.
- tags from the decovery of social missed better allow from the little at which allower shall be barred from asserting such a claim, and Syngenta may no longer the heal fable for, defective Products.

  11.5 Syngenta salar into the field barred any offered under Conditions 11.3 or 11.4 unless (i) Buyer has notified Syngents allowing the relevant in the products of the social service of the motice with a researched proportionally to examine the Products. In all cases, Syngenta shall not be heal fable under the abovementioned conditions (ii) the Buyer has provided Syngent and the relevant of the motice with a researched proportionally to examine the Products. In all cases, Syngenta shall not be heal fable under the abovementioned conditions (ii) the Buyer has notified syngent affective of the motice with a researched productive to the research of the products in all cases, Syngenta shall not be heal fable under the abovementioned conditions (ii) the Buyer has notified syngent affective the strength of the notice with a reasonable opportunity to examine the Products. Syngenta shall be entitled at its option to eliminate project the products of the defects of the office they entitle of the strength of t

- omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
  (i) any breach of these General Conditions of Sale; and
  (ii) any breach of these General Conditions of Sale; and
  (ii) any representation, statement, tortious act or omission, or negligence, arising under or in connection with the Contract.

  2.2 The Buyer shall miligate any and all loss and damage in relation to which the Buyer lodges a claim against Syngenta under the Contract.

  2.3 All warranties, conditions and other terms implied by statute or law are excluded from the Contract as far as legally possible.

  2.4 Subject to maximum extent permitted under applicable law:
  (i) Syngenta's total liability in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance or the Contract shall be limited to the Contract value (net of value added tax); and
  (iii) Syngenta shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term or any duty at
  law or under the express terms of the Contract or yn indirect, consequential, incidental or special uses or damage, costs; expenses (whether
  or not Syngenta has been advised of the possibility of such loss, damages, costs or expenses), or any claims for consequential compensation,
  howsever caused (including without limitation caused by the negligence of Syngenta or the semployees, Affiliates, agents or sub-on-tractures, which arises out of or in connection with the Contract.

  2.5 The Buyer shall hold harmless and indemnity Syngenta against any and all claims of third parties for damages which have been caused by
  as producer of the Products pursuant to product liability, unless such damage is caused by gross negligence or willful misconduct on the part of
  Syngenta. The Buyer underfaces by a subscribe to and maintain an appropriate insurance against claims arising from the indemnification provided
  for in this Condition 12.5, and an insura

- of the Products and curvature democracy appears as to any matter and shall not be relied on as sucu. The dupen some the Products and/or information is suitable for application to the envisaged cultivation respectively under local conditions.

  12.8 Each possible claim regarding compensation for damages pursuant the Contract expires, if and as soon as one year has passed since the delivery of the Products in question when the claim has not been submitted to Syngenta in writing.
- he Buyer agrees to (i) engage only properly instructed, qualified personnel with the appropriate handling of the Products and to (ii) follow at all imes applicable safe use and disposal practices as recommended by Syngenta or international organizations, and (iii) use the Products only fo
- Intended purposes.

  14. Compliance with applicable Laws

  The Buyer confirms that it will at all times comply with applicable local and international laws, sanctions and regulations.
- Force Majeure

  1. Syngenta shall not be liable to the Buyer in any manner or deemed in breach of the Contract because of any delay in performing or any failure to perform any of Syngenta's obligations under the Contract if the delay or failure was due, or in response to a Force Majeure event. Force Majeure means any cause beyond Syngenta's or its contractor's reasonable control, that could not, or which effects could not have been reasonably prevented. For instance, the total demand for Products exceeding for any reason Syngenta's total available supply through its normal sourcing arrangements hall be interpreted as a Force Majeure event.

  2. Syngenta shall notify the Buyer as soon as possible if Syngenta is unable to deliver or unable to deliver in a timely manner due to Force Majeure. 3 if the situation of Force Majeure ordinates for more than two (2) months and the Parties have not agreed on a change to the Contract, both Parties shall have the right to dissolve the Contract, in such instances Syngenta shall not liable to pay any damages.
- 16. Confidentiality
  The Buyer shall hold in strict confidence any and all information about the Products, the know-how and trade secrets of Syngenta and its business, irrespective whether the source of such information has been Syngenta or one of its Affiliates or a third party, or whether such information was found seveloped, or generated by the Buyer itself. In particular and without limitation to the foregoing, turnover figures (notwithstanding Condition 9.3(iv)) and measures for sales promotion shall not be communicated to third parties. The Buyer shall ensure that its own buyers comply with the obligations
- EN COLOR OF A WILL DESCRIPTION OF A STATE OF v Syngenta and the Buver shall be governed by law of the Netherlands. The competent Court of Amsterdam or, at Syngenta's
- discretion, any other competent court according to applicable law, is exclusively competent. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from these Conditions. Severability
  provision of the Contract and/or the Conditions which is held by any competent authority to be invalid, void, voidable, unenforceable or unresponsible to the contract and/or the Conditions which is held by any competent authority to be invalid, void, voidable, unenforceable or unresponsible to the conditions which is held by any competent authority to be invalid, void, voidable, unenforceable or unresponsible to the conditions which is held by any competent authority to be invalid, void, voidable, unenforceable or unresponsible to the conditions which is held by any competent authority to be invalid, void, voidable, unenforceable or unresponsible to the conditions which is held by any competent authority to be invalid, void, voidable, unenforceable or unresponsible to the conditions which is held by any competent authority to be invalid, void, voidable, unenforceable or unresponsible to the conditions which is held by any competent authority to be invalid, void, voidable, unenforceable and the conditions which is held by any competent authority to be invalid, void and the conditions which is a condition of the con nowshift of the Chinacta and our the Colloudors without is need by any conference audining to the invalue, you, volucial, elementosable of unless that whole or in party shall be the extent of such invalidity, voidness, voidability, unefforceability or unreasonableness be deemed severable and the provisions of the Contract and/or the Conditions and the remainder of such provision shall not be affected. Syngenta and the Buyer shall in that use their best efforts to negotiate valid and enforceable usebuthus provisions and/or the Conditions for those declared invalid or unenforceable, in to carry out as far as possible the original intent and the purpose of the Contract and/or the Conditions.

19. Protection of personal data in the performance of any offer or agreement between the Parties, each Party will comply with data protection law ("Data Protection Law"), if and to the extent that the processing of personal data plays a role. For the purposes of this Condition, Data Protection Law means laws, provisions, regulation (including but not limited to General Data Protection Regulation (Regulation (EQL) 2016/679, AVG), and - to the extent that they are generally binding proceedents, rules, standards and other similar instruments, as applicable to a Party's data processing.



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All sales will be subject to Syngenta Seeds B.V. Conditions of Sale applicable at the time of the order acceptance to the exclusion of all other terms and conditions. The current Conditions of Sale are set out on page 38 of this brochure and available at our website www.syngentaflowers.com. No terms or conditions which the Buyer purports to apply under any purchase order, specification or similar document will form part of the sale contract.

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