



**GENERAL TERMS AND CONDITION FOR THE HIRING  
OF CORTEVA AGRISCIENCE**

THESE TERMS AND CONDITIONS GOVERN AND REPLACE ALL TERMS AND CONDITIONS PRIOR TO THE CONFIRMATION OF AN ORDER AND/OR INVOICE ISSUED BY SUPPLIER WITH REGARD TO THE SERVICES OR PRODUCTS ACQUIRED BY CORTEVA AGRISCIENCE. THE COMMERCIAL TERMS OF THE PROPOSAL EXECUTED BETWEEN THE PARTIES (WHICH INCLUDES ALL REQUIREMENTS OF A POTENTIAL BIDDING PROCESS BY MEANS OF WHICH SUPPLIER HAS BEEN APPROVED) ARE AN INTEGRAL PART OF THIS DOCUMENT AND WILL BE GOVERNED BY THE TERMS AND CONDITIONS STATED HEREIN.

**THE ACCEPTANCE OF THE PROVISIONS HEREIN IS AN ESSENTIAL AND MANDATORY CONDITION FOR ANY THIRD PARTY TO PROVIDE OR SUPPLY, IN ANY WAY, PRODUCTS OR SERVICES TO CORTEVA AGRISCIENCE.**

**READ CAREFULLY**

1. All services, equipment, products and/or material (collectively or individually the “Products”) bought or hired under the terms of the bidding process, commercial proposal and/or order between Supplier and CORTEVA AGRISCIENCE (“Order”) are subject to the following terms:

(A) Time is of essence in the execution, delivery, installation and performance of the Products supplied or performed by Supplier;

(B) With the exception of Orders that expressly have specific INCOTERMS (International Commercial Terms) conditions, the risk of loss of the Products remain with Supplier until they are delivered and approved by CORTEVA AGRISCIENCE, and all potential non-conformities are remedied;

(C) CORTEVA AGRISCIENCE is not responsible for the payment of the Products delivered in excess of the quantity or outside the standards or specifications requested;

(D) If before the time of delivery of the Products, Supplier has reason to believe that it will not manage to comply with the schedule, it shall immediately notify CORTEVA AGRISCIENCE in writing, indicate the reason for the delay, and undertake its best efforts to remedy the expected delay and allow for CORTEVA AGRISCIENCE to take measures to expedite the process as much as possible, so that potential delays cause as little damage as possible. When receiving a notice of an expected delay or when a delay actually occurs, CORTEVA AGRISCIENCE may (i) devise an action plan or expedite route for the delivery of the Products, with the additional costs payable by Supplier or (ii) cancel the Order and buy the Products in replacement of the ones agreed with Supplier, whereby the resulting additional costs and expenses shall be paid by Supplier; and

(E) In the case of equipment purchase orders, the promised date of delivery is critical. CORTEVA AGRISCIENCE may cancel the Order if the delivery is not made in accordance with the promised

date of delivery. Supplier shall reimburse CORTEVA AGRISCIENCE for any reasonable costs resulting from such delay, including any shipment cost increases.

**2. Authorizations and License.** During the period in which it is providing services for CORTEVA AGRISCIENCE, Supplier shall obtain and keep valid any and all authorizations, permissions, permits, insurances, and licenses necessary for the execution of the services, and warrants that it complies and will comply with all laws, rules, orders and regulations applicable of any government authority with regard to the production, sale and delivery of the Products specified in the Order.

**3. Guarantees.** Supplier warrants that it is transferring the legal ownership of the Products and that the Products are tradable, free of contaminants; are in accordance with the warranties of Supplier, Product literature, and all specifications, drawings, samples, and related information; are adequate for any particular purpose known to Supplier and, in the case of equipment and services, are in accordance with all applicable health, safety and environment laws and rules at the place of use, execution, and usage. Supplier shall reimburse CORTEVA AGRISCIENCE for all costs incurred to remove, store, transport, or dispose of any non-conform material, or to redo any service that has been provided in disagreement with the covenant between the parties.

**4. Compensation.** Supplier shall compensate and defend CORTEVA AGRISCIENCE, its representatives and employees against (i) encumbrances, fines or civil penalties; (ii) loss or damage to the property of CORTEVA AGRISCIENCE or of third parties; and (iii) fees (including attorney's fees and court fees) and liabilities stemming from claims made or proceedings filed by third parties (including employees of CORTEVA AGRISCIENCE or of Supplier), based on the death, bodily injury, loss or damage to CORTEVA AGRISCIENCE, property, environment, or third parties, to the extent to which (i), (ii), and (iii) are caused by negligent, reckless or intentional acts or omissions on the part of Supplier in complying with the obligations defined in the Order or (iv) a violation by Supplier of any term or condition of this Order or other document executed between the parties or also the invalidity or inaccuracy of any representation or warranty of Supplier contained herein. Supplier shall defend and hold CORTEVA AGRISCIENCE harmless against any liability, loss and expenses (including legal expenses) due to any claim of violation or misappropriation of third-party intellectual or industrial property rights.

**5. Confidential Information.** Any information disclosed by CORTEVA AGRISCIENCE to Supplier with regard to or as a result of this Order or of the commercial relationship between the parties shall be considered confidential, unless the parties agree otherwise in writing. No information disclosed by CORTEVA AGRISCIENCE to Supplier may be reproduced, used or disclosed to any third party without the previous consent of CORTEVA AGRISCIENCE in writing and shall be returned to CORTEVA AGRISCIENCE upon completion of the obligations of Supplier under the terms of this Order of upon request.

**6. Property of the Tools and Results (including Molds, Accessory, or Templates).** All Products or creations derived from this Order and paid by CORTEVA AGRISCIENCE are owned by CORTEVA AGRISCIENCE. Supplier assigns to CORTEVA AGRISCIENCE all rights, (industrial and intellectual) property, and interest to and in any drawings, projects, specifications, models, software or other intellectual property especially created for this Order. Supplier grants

CORTEVA AGRISCIENCE an exclusive royalty-free worldwide license to use, make, sell, offer for purchase, import or export any product or process of CORTEVA AGRISCIENCE in any field that includes or is based on the Products sold to CORTEVA AGRISCIENCE under the terms of this Order.

**7. Audit.** CORTEVA AGRISCIENCE may, at its exclusive expenses, audit the records of Supplier, including all books, documents, contracts and any other information that could have an effect on or relate to this Order. All audits will be conducted during normal business hours. The right of CORTEVA AGRISCIENCE to conduct audits remains effective up to five (5) years after the termination, cancellation or completion of this Order.

**8. Order Termination.** CORTEVA AGRISCIENCE may, at any time, fully or partially terminate this Order, by means of a notice in writing to Supplier. In that case, the only repair available for Supplier is the price of the Order for the Products that are conform and have already been executed (nothing will be paid for services not provided).

**8.1.** CORTEVA AGRISCIENCE may immediately terminate the Order without any penalty if Supplier (i) violates any term of the Order or any other contractual terms agreed by the Parties in writing; (ii) in the event court-supervised or out-of-court reorganization is filed for or granted, bankruptcy is filed for or declared for Supplier. In the event of termination due to Item (ii), the only repair available for Supplier is the recovery of any amounts not paid, but due for the Products that have been satisfactorily delivered and provided in accordance with the terms and conditions of the Order.

**9. Personnel and Subcontracting.** Supplier shall provide any personnel specified in the Order. Supplier Subcontractors shall comply with the Supplier's obligations, whereby Supplier shall be responsible for such compliance; however, Supplier shall not subcontract any obligation without CORTEVA AGRISCIENCE's prior approval.

**10. Independent Contractor.** Supplier is an independent Supplier of CORTEVA AGRISCIENCE. The individuals and entities under Supplier shall be under its exclusive direction and control and shall not be considered employees, agents, or suppliers of CORTEVA AGRISCIENCE.

**11. Supplier Diversity.** Supplier shall adhere to CORTEVA AGRISCIENCE's supplier diversity policy which may change from time to time, which is incorporated by reference herein. The CORTEVA AGRISCIENCE supplier diversity policy can be found at: <https://www.supplier-center.corteva.com/diversity.html>.

**12. No Child and Forced Labor.** Supplier certifies that it and its product or service providers do not and will not consciously use child labor or any sort of forced labor according to the applicable laws.

**13. Publicity; Dissemination; Corporate Identity.** CORTEVA AGRISCIENCE does not grant any license to use trademarks or logos of CORTEVA AGRISCIENCE to Supplier on any grounds. Supplier shall not use the name or any trademark of CORTEVA AGRISCIENCE, release any photo, drawing or article concerning the manufacture, sale or installation of any Products

without previously having received the consent of CORTEVA AGRISCIENCE in writing and their approval to use the trademarks.

**14. Insurance.** Supplier shall obtain and keep valid, at all times during the performance of the Order, all mandatory insurance policies in accordance with the applicable local legislation, in addition to those requested by CORTEVA AGRISCIENCE in the Order.

**15. Health, Safety, and Conduct.** Supplier shall comply with all rules and requirements of CORTEVA AGRISCIENCE, including the Code of Conduct stated on the website <https://www.corteva.com/supplier-center.html> (which is an integral part of these Terms and Conditions), as well as with the local health and safety rules, at all times during the performance of the obligations of Supplier under the terms of the Order. Supplier shall provide to its employees and other workers uniforms, personal protection equipment (“PPE”) and tools necessary for the execution of the ordered Products, in compliance with the Regulatory Rules relating to Occupational Health and Safety and the applicable legislation. Supplier shall immediately inform CORTEVA AGRISCIENCE about all incidents potentially harmful to the health, safety, or environment, including, but not limited to errors, falls, malfunctioning of equipment, smoke release, and incidents that require first aid or medical treatment.

**16. Validity Period of the Terms.** These terms and conditions shall be effective for an additional period of five (5) years after expiration or termination of the Order.

**17. Privacy.** Any personally identifiable information provided by CORTEVA AGRISCIENCE under the terms stipulated herein may only be used to carry out commercial transactions under this Order. Supplier represents and warrants that any data provided by CORTEVA AGRISCIENCE will be treated with secrecy and that it complies and will comply with any existing data protection laws, so that the data provided is regularly protected.

**18. Price and Payment.** If no price is stated in the Order the Products will be invoiced according to the lower price of the last price paid or quoted and the predominant market price. If the terms of payment are omitted in the Order, CORTEVA AGRISCIENCE shall pay the invoice of Supplier within ninety (90) days from the receipt of the invoice of Supplier. In any case, the invoice shall indicate the valid purchase order number printed on the Order and provided by CORTEVA AGRISCIENCE to Supplier.

**19. Taxes.** Each Party shall bear and remit any sales, use, value added, goods and services, transfer or similar taxes imposed upon it by the taxing authority. Where imposed upon Supplier, without recovery from CORTEVA AGRISCIENCE, Supplier shall bear those taxes. Where imposed upon CORTEVA AGRISCIENCE, Supplier shall itemize those taxes on each invoice (unless CORTEVA AGRISCIENCE provides an exemption certificate or direct pay permit). CORTEVA AGRISCIENCE shall withhold income or other taxes from payments to Supplier to the extent required by the taxing authority; CORTEVA AGRISCIENCE shall not be required to "gross up" or increase any payment to Supplier for such taxes. CORTEVA AGRISCIENCE shall not be responsible for any other taxes.

**20. Continuous Improvement.** Supplier undertakes to make its reasonable best commercial efforts to develop, innovate, or deliver more productive forms to execute the Products described in the Order. For the effective participation in the continuous improvement program, Supplier shall develop new technologies, business processes, or other beneficial innovations that may meet the requirements of CORTEVA AGRISCIENCE in the moment in which the Products are supplied. On the other hand, CORTEVA AGRISCIENCE shall consider the innovation opportunities presented by Supplier, making its reasonable best commercial efforts to propose a new technology platform, innovative process or method to offer the possibility to implement the solutions presented by Supplier.

**20.1.** If CORTEVA AGRISCIENCE or Supplier learn of or discover an efficient initiative that may improve the method or way of executing or delivering the Products or any parts thereof, CORTEVA AGRISCIENCE may recommend, at any time, the execution of the necessary changes to save costs in connection with the implementation of the improvements (“Changes to Cost Economy”). The Changes to Cost Economy shall be assessed by a representative of CORTEVA AGRISCIENCE together with a representative of Supplier to assess the possible implementation. The Changes to Cost Economy will only be effective if accepted by both parties in writing. In any case, until the implementation and signature of a Change to Cost Economy, Supplier shall continue to execute the obligations under the Order, as if no change had occurred.

**21. Compliance with Laws and Anti-corruption** Supplier shall comply with all laws, decrees, rules and regulations applicable in connection with this Order. Supplier expresses that it has not been offered, given, promised, authorized to give and that it will not offer, give, promise or authorize to give directly or indirectly any money or anything of value to any government official, political party, politician or candidate for a political position in connection with any of the activities provided to CORTEVA AGRISCIENCE, except where previously authorized in writing. Moreover, Supplier states that it complies with all anti-corruption rules applicable in Brazil.

**22. Applicable Laws and Legal Venue.** The laws of the Federative Republic of Brazil apply in the event of any dispute about the commercial relationship between the parties, and the courts of the City of São Paulo, State of São Paulo, have jurisdiction to settle any litigation arising based on such relationship.

**23. Assignment.** Supplier may not be assign or transfer this Order without the prior consent of CORTEVA AGRISCIENCE in writing. The right of CORTEVA AGRISCIENCE to freely assign and/or transfer the Order fully or partially to any other company is assured, regardless of any communication and/or notice.

**24. Amendment.** No amendment, modification, complement, termination, consent, or waiver of any provision in these Terms and Conditions will become effective, unless made in writing.

**25. Notices.** All notices and approvals under the Order shall be in writing and deemed given to the receiving Party when: (a) received at the facsimile number specified; (b) delivered by hand to the person specified at the address specified; or (c) delivered by registered or certified mail, return receipt requested, to the person specified at the address specified. If a Party does not specify

such information, the address on the Order shall be used. Either Party may change its information upon ten (10) days' notice to the other.

**26. Entire Agreement.** The terms and conditions herein are part of what is agreed between the parties regarding the Order and are complemented by the commercial terms stated in the commercial proposal executed between the parties that prevail in case of conflict.

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