

Sales Terms

Terms of Business

Please find Parkers Pharma Limited terms of business, that we request all of our customers to read and sign in agreement. Please email sales@parkers-pharma.com for a copy of our most recent terms as a document to be signed and returned to us.

PARKERS PHARMA LIMITED TERMS AND CONDITIONS OF SALE SUPPLY AND PURCHASE OF PRODUCTS (UK Sales) (Non UK Sales)

We shall supply and you shall purchase the products set out in each order form we provide to you from time to time (whether electronically or otherwise), in accordance with the terms of the order form and these terms and conditions of sale.

Forecasting

You shall on request provide us with forecasts of your likely future requirements for products from time to time. Any such forecast is for our information only and does not constitute a binding contract to purchase our products. You shall ensure that each forecast is reasonably accurate and complete to the best of your knowledge at the relevant time.

Quality

Testing

We shall ensure that the products are tested in accordance with the requirements of the order form prior to despatch to you.

General warranties

Except as otherwise provided in this section “General warranties”, for each order we warrant that the products:

- shall comply with the relevant specification in all material respects, all applicable generally accepted industry standards, and all applicable laws;
- have been manufactured, tested, stored and handled by us or our agents using reasonable skill and care;
- have been packaged and labelled in accordance with all applicable laws; and

• are of satisfactory quality and (except where manufactured to your specification) are reasonably fit for any purpose you have expressly communicated to us in writing.

The above warranties shall not apply where we have indicated in the order form that the products are sold on a “resale” basis i.e. as provided to us by our suppliers (a resale). For each resale order, we give to you such warranties as we have been given by our supplier (if any). We will make details of these warranties available to you promptly on request.

Whilst we aim to ensure our products are of the highest possible quality and suitable for use in all possible conditions, you acknowledge and agree that the results you or any customer of yours obtains in using the products on crops is highly dependant on a wide range of environmental and other factors which are beyond our control, including for example, the level of stress on the crop at the time the products are used. We strongly recommend that you and your customers test the results of the product on a small area of the relevant crop before widespread use of the product.

Intellectual property indemnity

Where the products have been manufactured to your specification, you shall indemnify us and keep us indemnified against all losses, liabilities, damages, claims, fines, costs and expenses (including legal and other professional expenses) however arising, whether in contract, tort (including negligence) or otherwise, that we incur in the event that the products breach third party intellectual rights.

Changes to Specification

We reserve the right to amend the specification of the products at any time to comply with applicable law and/or (in our reasonable opinion) improve them. This right does not apply where you have provided the specification for the products to us.

Delivery, Title & Risk

Delivery

We shall make the products available for collection by you or otherwise deliver them to you, at the location set out in the order form.

We shall use reasonable endeavours to ensure the correct quantity of products are available for collection by you or otherwise delivered to you, on the relevant date(s) set out in the order form. We may effect early collection or delivery, partial delivery or delivery in instalments under any order where agreed by you (whether in the order form or otherwise). Time is not of the essence regarding our

obligations under this paragraph. Any dates quoted for delivery, whether in the order form or otherwise, are approximate only.

If you fail to collect any products from us or to take delivery of the products as agreed, or otherwise within 10 business days following notice from us that they are ready for collection or delivery, we may:

- store and insure them until you collect them or take delivery, and charge you for all costs and expenses we incur in doing so;
- if you have not collected them or taken delivery 10 business days after such notice, resell or otherwise dispose of some or all of them at our discretion, deduct from the proceeds our costs and expenses of storage (as contemplated above) and then account to you for the balance of the proceeds (if they exceed the price you and we agreed for the products) or charge you for any shortfall in the proceeds (as compared to the price you and we agreed for the products);
- by written notice to you, deem the products to have been delivered in accordance with the order.

Title and risk

Title and risk in the products shall pass to you in accordance with the terms of each order form, otherwise:

- risk shall pass to you once the products cease to be in our actual possession, for example where we provide them into the possession or custody of a carrier, forwarding agent, warehouseman or other bailee or agent of yours for the purpose of carriage, regardless of whether such person is acting under contract with or otherwise instructed by you or us;
- title shall pass to you on payment in full for the products, and all other amounts due to us (whether under an order, another contract, or otherwise), whichever is the later.

Where title remains with us, you shall comply with following provisions of this paragraph. You shall hold such products on a fiduciary basis as our bailee, and not incorporate the products into any other items. You shall store the products at your own cost separately from your own property. They shall be stored by you in such manner so as to ensure that the products remain readily identifiable as our property and in satisfactory condition including free from contaminants. You shall not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the products. You shall not create or purport to create any security interest over or otherwise affecting the products. You shall provide us

with all information we reasonably request as to the place and manner of storage of the products. If you purport to sell the products to a third party, you do so as principal and not as our agent and shall:

- hold the proceeds of any such sale or purported sale on trust for us in a separate bank account;
- on demand, assign to us your rights to recover the price from your purchaser; and
- not assign to any person other than us any rights arising from such sale without our prior written consent.

Where title remains with us, we may trace the proceeds of any sale or purported sale of the products that you receive into any bank or other account which you maintain. We may also recover and resell the products at any time, and may enter upon any of your premises or those of your agents for such purpose. You shall procure the right for us to do so (as necessary) immediately on request.

General

We and you shall each ensure that we have and shall maintain all necessary capacity, authorisation, licences, permissions and consents to lawfully perform our obligations under each order.

Payment

The price for the products is set out in each order form. We reserve the right to increase the price by notice to you if:

- following conclusion of the order, we incur additional charges as a result of any change in applicable law (including sales taxes) or in relevant governmental or regulatory authority guidelines or practices (including inspection and/or document requirements); or
- you request us to amend an order.

You shall pay the price for an order and all other amounts that are due to us in accordance with the requirements of each order form. You shall pay any value added tax or other sales taxes which are due to you on receipt of a valid tax invoice.

If an invoice is not paid when due, compound interest shall be payable at a rate of 4 per cent per annum over The Bank of England's base lending rate in force from time to time from the due date until payment is made in full (both before and after judgment). We may suspend supply of the products to you as a result of any delay in payment to us. Time of payment is of the essence of an order.

All payments due to us under an order must be made without any deduction of any kind (whether by way of set-off, counterclaim or otherwise).

Insurance

From the date on which risk in the products transfers to you until the date on which title transfers to you, you shall insure the goods against all insurable risks with a reputable insurance company for not less than the price due to us for the same, and ensure our interest is noted on the policy. If the products are lost or destroyed due to an insured risk before you have paid the price due to us for them, you shall hold the insurance proceeds on trust for us. You shall promptly provide reasonable evidence to demonstrate the existence of such policy and that all related insurance premiums have been paid to date, on request by us.

Disputes

For the purpose of this section, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of any disagreement. Where a dispute arises you and we each irrevocably agree to apply the following procedure. All periods of time specified in this section may be extended by mutual agreement.

Firstly, the parties shall hold one or more telephone calls and/or meetings between their respective representatives nominated for such purpose to attempt to settle the dispute. If the dispute is not settled within 10 business days of the first such call or meeting, the parties shall hold one or more further telephone calls or meetings between their respective nominated directors (or equivalent) to attempt to settle the dispute. If the dispute is not settled within 10 business days of the first such call or meeting between directors, the parties shall be free to bring proceedings in accordance with these terms and conditions.

Nothing in this section shall prevent either party applying to the courts of any country for injunctive or other interim relief.

Except as otherwise provided by this section, any dispute (whether contractual or non-contractual) relating to an order shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Termination for breach and similar events

You and we may each immediately terminate an order in full by giving written notice to the other party to such effect, where the other party:

- is in material breach of an order and either such breach is irremediable, or where such breach is capable of remedy it has not been remedied within 30 days of notice to such effect; or
- suffers an insolvency event.

Breach of the following sections is a material breach: Quality; Delivery, Title and Risk; General; Insurance; Anti-Corruption; Payment; Confidentiality; Disputes.

You shall inform us immediately in the event that you suffer an insolvency event, or any event that could reasonably be considered a precursor to an insolvency event.

We may terminate an order by giving written notice to you if:

- you do anything which we reasonably consider to be detrimental to our reputation or that of any member of our group;
- we and/or you cease to have, or (acting reasonably) we expect we or you will cease to have, all necessary licences, permissions, authorisations and consents to enter into that order and/or lawfully perform it in accordance with its terms; or
- any dispute arises between you and us.

Where we have the right to terminate an order we also have the right to terminate any other contract or order (in whole or in part) we have entered into with you, immediately by notice to such effect.

General obligations on Termination

On termination of an order either party may by notice require that its confidential information be returned, destroyed or otherwise rendered unusable by any person (regardless of the format in which it is held). This requirement does not apply to copies held in the other party's automated electronic back-up systems or information which has to be retained by the other party under applicable law. To the extent that such materials are to be returned, they shall be delivered up in such intelligible form as the requesting party shall reasonably require. The party requested to return or destroy materials shall have a duly authorised signatory confirm in writing that it has been done, and shall procure that its authorised sub-contractors do likewise.

All amounts due to us under an order shall become immediately due and payable on termination.

Termination of an order does not prevent you or us enforcing any rights you or we may have against each other, which relate to the period of time before termination. You and we may use any legal means available to you or us to do so.

All the provisions of an order which are expressed or intended to have effect on, or at any time after, the termination of that order shall survive its termination.

Your remedies

You must inspect the products and related certificates promptly on collection or delivery (as relevant).

If:

- the products do not comply with the warranties set out in an order; and/or
- the product tests and/or certificates do not comply with the requirements of an order;
- the products, tests and/or certificates are otherwise damaged, short (save in accordance with these terms and conditions) or reasonably appear to have been interfered with, whether in transit or otherwise;

you must notify us within 2 business days of collection or delivery (as relevant), otherwise we shall not be liable to you for such non-compliance. The sole exception to this position is where any defect could not be identified by a reasonable inspection. You must also notify your relevant insurer to the same effect in the same time period.

If the products do not comply with the warranties set out in an order, we shall also not be liable to you where:

- you deal with or make any further use of the products after giving notice under this section “Your remedies”;
- this results from any act or omission of yours relating to the products (for example any failure to appropriately store the products in accordance with our written storage guidelines), where you have not discussed the same with us in advance and obtained our prior written consent to proceed;
- this results from a specification you have provided to us;
- this results from our complying with applicable law (for example, if we have to amend a specification due to a change in applicable law)

Where the products do not comply with the warranties set out in an order and you give notice to us (as contemplated by this section above) you must immediately on request allow or procure the right for us and/or our agent to examine the relevant products and/or send us a sample. At our option you must also return the relevant products to such place as we may designate. If you do so, we shall at our option replace the relevant products in a reasonable period of time or refund the price for them in full. The remedy set out in this paragraph is your sole and exclusive remedy where products do not comply with the warranties set out in an order.

Where the product tests and/or certificates do not comply with the requirements of an order and you give such notice to us, we shall promptly review the tests and/or certificates and either procure new, compliant certificates from the relevant person or the re-testing of the products in accordance with the

order (as appropriate) at our own cost. The remedy set out in this paragraph is your sole and exclusive remedy where the product tests and/or certificates do not comply with the requirements of an order.

Liability

No term of the order is intended to exclude or limit any liability which cannot be limited or excluded in accordance with applicable law. This paragraph takes precedence over all other terms of an order.

The warranties set out in an order are in place of all representations, warranties, conditions and other terms which may be implied by applicable law, whether by statute or otherwise.

We shall not be liable to you for any indirect losses.

We shall not be liable to you for any:

- loss of profits;
- loss of contracts;
- loss of business revenue;
- loss of goodwill;
- loss of anticipated savings;
- loss of production;
- loss arising through delay in delivery of the products; and
- damage to the products in transit where risk in the products has passed to you.

You shall indemnify us and keep us indemnified against all liabilities that result from:

- any action or investigation affecting us by any governmental regulator in any jurisdiction save to the extent that such action or investigation is a result of our own negligence, breach of an order or breach of applicable law;
- your, or any of your authorised sub-contractors' or suppliers', fraud;
- any claims by a third party save to the extent that such action or investigation is a result of our own negligence, breach of an order or breach of applicable law.

Subject to the preceding paragraphs of this section “Liability”, our total liability to you under an order shall not exceed:

- in the case of our failure to deliver products or otherwise make them available for collection, the difference between the price of the products agreed in the order form (pro rated where appropriate) and the price of any replacement products actually purchased by you, or, if you do not make any such purchase, the lowest price for replacement products reasonably available for purchase by you at the relevant time;
- in all other cases, an amount equal to the price for the products.

You acknowledge and agree that it is your responsibility to insure yourself against indirect losses, the heads of direct loss for which we have excluded liability above, and all liability in excess of the liability caps above.

To the maximum extent permitted by applicable law, no term is or may be implied into this contract whether by applicable law or otherwise.

Where used in this section “Liability”, the word “liability” shall mean all losses, liabilities, damages, claims, fines, costs and expenses (including legal and other professional expenses) however arising, whether in contract, tort (including negligence) or otherwise.

Confidentiality

You and we shall both, during the term of an order and for 6 years thereafter (a) keep confidential all of the other party’s confidential information, (b) only use the other party’s confidential information for the purpose of complying with, or taking professional advice regarding, an order, and (c) protect the other party’s confidential information in its possession from unauthorised use or disclosure using at least the same standard of care as it employs in protecting its own confidential information.

Each party acknowledges that, if it is in breach of its obligations under this section “Confidentiality”, the other party shall be entitled to equitable relief in addition to any other right available under applicable law.

Aiti-corruption

You and we shall each comply with all applicable laws, regulations, codes and guidance relating to the prevention of bribery and corruption.

Force majeure

If either party is prevented or delayed in performing an obligation under the order by a Force Majeure Event then for as long as such event lasts, but only to the extent the event prevents or delays performance, the affected obligation shall be suspended. As soon as reasonably possible after the relevant event starts, the affected party shall notify the other party in writing of the event, its start date, estimated duration, its effect on that party's ability to perform under the order and the efforts being made or proposed to remove or avoid the event. The affected party shall use all reasonable endeavours to mitigate the effect of the relevant event. Once the relevant event ends, such party shall immediately resume performance of the affected obligation and shall notify the other party that it has done so as soon as reasonably possible.

For the purposes of this section, Force Majeure Event means any event beyond the reasonable control of a party including, without limitation, acts of God, war, riot, civil commotion, malicious damage, compliance with any applicable law or governmental order in respect of applicable law or any overriding emergency procedures, accident, breakdown of plant or machinery, technical problems in relation to third party telecommunications systems, fire, flood and storm or strikes, failure to provide clear delivery instructions, lock outs or other industrial disputes (whether or not involving that party's employees).

Notices

All notices and other communications about an order shall be communicated:

(a) by pre-paid courier or registered post, in which event it shall take effect 2 days after the date of sending or posting (as applicable).

(b) by hand, in which event it shall take effect when actually delivered;

(c) by email sent in accordance with this paragraph. An email notice must be sent from an authorised sender of one party to all of the authorised recipients of the other party. It must also be sent between 9am and 5.30pm (local time, place of receipt) on a business day with "delivery receipt" functionality enabled in the sending party's email application (wherever such functionality exists). An email notice shall not be effective if a delivery error message or valid out-of-office message is received in response from all of the receiving party's authorised recipients. An email notice shall take effect when receipt is acknowledged by any of the receiving party's authorised recipients, or in the absence of such acknowledgment, 3 hours after the time of transmission as recorded by the sending party's email application.

If the above provisions result in a notice taking effect on a date that is not a business day, or after 5.30pm (local time in the place of receipt) on a business day, the notice shall instead take effect at 10am (local time in the place of receipt) on the next following business day.

Notices and other communications shall be served in accordance with the details specified in the order form, as updated from time to time by notice from the relevant party.

Sub-contracting

We may sub-contract our obligations under an order without your prior written consent. The appointment of a sub-contractor in relation to an order shall not relieve either party from any of its obligations. We shall ensure that any such sub-contractor complies with the terms of an order.

No publicity

You may not do anything with a view to seeking publicity concerning our relationship with you (whether specific to an order or generic) without our prior written consent in each case, which may be subject to conditions.

Miscellaneous

We may record each telephone call you and we hold in relation to an order.

Only the parties to an order shall be entitled to benefit from its terms.

Each order constitutes the entire agreement between you and us in relation to its subject matter, and (save as expressly set out above) it supersedes any prior agreement between you and us on the same subject matter. You and we each enter into an order without relying on, and shall have no remedy in respect of, any representation of the other party [(however given, including any forecast)] which may have been made prior to its effective date. This paragraph shall not affect your or our liability in respect of fraud or fraudulent misrepresentation.

Each order shall be governed by the law of England and Wales.

Except as provided in this paragraph, neither party shall novate, assign, declare a trust over or otherwise transfer any order except with the prior written consent of the other party. We may assign an order to any member of our group without your consent.

Save as expressly set out in these terms and conditions, no variation or amendment to an order shall be effective unless in writing and agreed by both parties.

A waiver of any right under an order is only effective if it is in writing and signed by the waiving party, and it applies only to the person to whom the waiver is addressed and the circumstances for which it is

given. Any failure by either party to enforce at any time and for any period any one or more of the terms of, or rights arising pursuant to, an order shall not be a waiver of such terms or rights, or of the right at any time subsequently to enforce all the terms of, and rights arising under, an order.

If any provision of an order (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

Unless specifically provided otherwise, rights arising under an order are cumulative and do not exclude rights provided by law.

Definitions & Interpretation

In an order, unless the context requires otherwise:

product means a product set out in the order form;

business day means Monday to Friday each week excluding statutory holidays in England and Wales;

certificate means a certificate set out in the order form;

confidential information means for any person, (a) that person's trade secrets and confidential information, all information it discloses relating to an order or disclosed in its negotiation, and any information relating to or comprising its operations, processes, product information, designs, know-how, methodologies, algorithms, contracts, market opportunities, transactions, databases, customers, finances, sales, plans, intentions, strategies, projections, affairs and/or business; (b) the existence, terms and subject matter of an order; and (c) the negotiations relating to an order, including all related documents;

group means for any person, collectively all of its subsidiary entities, its ultimate parent entity, and all subsidiary entities of that ultimate parent entity (and any reference to a member of a group means any such entity);

insolvency event means for a party, any of the following events: (a) it is or admits that it is unable to pay its debts; (b) it takes any step with a view to renegotiating or compromising in satisfaction of its debts; (c) any step is taken in relation to its winding up, and (where capable of being set aside) is not set aside within 7 days; (d) any step is taken to appoint a liquidator, administrator, receiver or administrative receiver, or any such officer is appointed, in each case over that party or any of its assets, (e) any other valid step is taken to enforce any security interest or otherwise enforce any debt in relation to that

party or any of its assets; (f) it ceases or suspends or threatens to cease or suspend all or any material part of its business or payment of any of its debts; or (g) any step is taken in any jurisdiction that is the same or similar in effect to any of those set out above;

intellectual property rights means all patents, trade marks, design rights, copyright, rights in databases and all other intellectual property rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world);

order bears the meaning set out in an order form;

order form means any relevant sales order form of ours incorporating these terms and conditions; and

specification means a specification set out in the order form.

In an order, except where the context requires otherwise, the rules of interpretation set out in this paragraph shall apply. All references to sections and paragraphs, refer to sections and paragraphs of an order. All headings are inserted for ease of reference and shall not affect the interpretation of an order. All references to a person includes all legal and natural persons and all partnerships, associations, governments, states, foundations and trusts (in each case whether or not having a separate legal personality). The expressions including, include, in particular, for example and any similar expression shall not limit the preceding words. All references to writing and written include electronic communication in any human-readable form. Each warranty is separate and shall not be limited by reference to any other warranty. Any amount expressed to be in “£” or “GBP” shall mean pounds sterling.