

PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions, together with any purchase order to which they are physically or electronically attached or in which they are incorporated by reference, are the "Order". Pioneer Hi-Bred Limited, or its affiliate identified on the Order, is "Pioneer". "Vendor" is the entity to which the Order is issued (as identified thereon). Vendor and Pioneer are each a "Party" and collectively "Parties". The Order is an offer by Pioneer to purchase products, materials or other goods as identified on the Order (the "Goods") and any services identified on the Order (the "Services") in accordance with these terms and conditions together with any terms and conditions set forth on the face of the purchase order. This Order expressly limits Vendor's acceptance to the terms of the Order, and these terms and conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Vendor's general terms and conditions of sale or any other document issued by Vendor in connection with this Order, except that in the event of a conflict between these terms and (a) a written agreement executed by both Parties that governs the subject matter of this purchase order ("Agreement"), and/or (b) terms specified on the face of the purchase order, the terms of the Agreement and/or purchase order shall control, in that order. The Order is accepted by Vendor when it begins providing the Goods or Services, unless accepted earlier.

1. **Delivery.** Vendor shall, in accordance with the terms and instructions on the face of the Order, deliver the Goods and Services to the "ship to" address specified in the Order during Pioneer's normal business hours on the delivery date(s) in the Order or as otherwise instructed by Pioneer. Time is of the essence. If Vendor fails to deliver the Goods or perform the Services in full on the delivery date(s) in the Order, Pioneer may terminate the Order immediately upon written notice and Vendor shall hold harmless, indemnify, and defend Pioneer against any losses, damages, claims, and reasonable costs and expenses attributable to Vendor's failure to deliver the Goods or perform the Services on the delivery date(s) in the Order.

2. **Quantity.** If Vendor delivers more or less than the quantity of Goods ordered, Pioneer may reject all or any excess Goods. Any rejected Goods shall be returned to Vendor at Vendor's risk and expense. If Pioneer accepts the Goods at the changed quantity, the Price for the accepted Goods shall be reduced on a pro-rata basis.

3. **Packaging.** All Goods shall be packed for shipment according to Pioneer's instructions or, if none, in a manner that ensures the Goods are delivered in undamaged condition. Vendor must provide Pioneer with prior written notice if it requires the return of any packaging material, which shall be at Vendor's expense. Pioneer may, at its option, receive payment from Vendor for any such expenses or offset such expenses as a credit against the Price set forth in the current or any future Order.

4. **Shipment.** Vendor shall ship the Goods as directed or otherwise approved by Pioneer. Vendor shall provide Pioneer with electronic or written notice when the Goods are delivered to a carrier for transportation. Vendor shall provide Pioneer all shipping documents, including the commercial invoice, packing list, and any other documents necessary to release the Goods to Pioneer within 1 business day after Vendor delivers the Goods to the carrier. The Order number must appear on all documents pertaining to the Order.

5. **Acceptance.** This Order is not binding on Pioneer until Vendor accepts the Order in writing or starts to perform in accordance with the Order. If Vendor does not accept this Order via electronic communication or in writing or provide electronic or written notice that it has commenced performance within 10 days of the date of the Order, this Order will lapse. Pioneer may withdraw the Order any time before it is accepted by Vendor.

6. **Price/Most Favoured Nation.** The price of the Goods is the price stated in the Order (the "Price"). If no price is included in the Order, the Price shall be the lesser of the price set out in Vendor's published price list in force as of the date of the Order or the most recent price list provided by Vendor to Pioneer. Unless otherwise specified in the Order, the Price includes all packaging, shipping costs, taxes, insurance, duties, and fees. No increase in the Price or fuel surcharge is effective, whether due to increased material, labour, fuel, or transportation costs or otherwise, without the prior written consent of Pioneer. Vendor represents and warrants that the price for the Goods is the lowest price charged by Vendor to any of its external buyers for similar volumes of similar Goods. If Vendor breaches this representation and warranty and charges any other buyer a lower price, Vendor must apply that price to all Goods under this Order. If Vendor fails to meet the lower price, Pioneer, at its option, may terminate this Order in accordance with the terms and conditions set forth herein.

7. **Labour and Materials.** Vendor shall furnish all labour and materials (e.g., facilities, equipment and packaging) necessary to perform the Order, unless Pioneer agrees in writing to provide any such labor and materials.

8. **Title and Risk of Loss.** Title passes to Pioneer upon delivery of the Goods to the "ship to" location specified in the Order. Vendor assumes full responsibility, liability, and risk of loss for the safekeeping and safe handling of the Goods until delivery, including while such Goods are in the care, custody and control of Vendor, its designee, or any carrier.

9. **Inspection and Rejection of Nonconforming Goods.** Pioneer has the right to inspect the Goods on or within a reasonable time after the delivery date. Pioneer, at its sole option, may inspect all or a sample of the Goods, and reject all or any portion of the Goods if it determines that the Goods are nonconforming or defective. If Pioneer rejects any portion of the Goods, Pioneer has the right, effective upon written notice to Vendor, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Pioneer requires replacement of the Goods, Vendor shall, at its expense, promptly replace the rejected Goods and pay for all related expenses, including without limitation, transportation charges for the return of the rejected Goods and the delivery of replacement Goods. If Vendor fails to timely deliver replacement Goods, Pioneer may replace them with goods from a third party and charge Vendor the cost thereof and terminate this Order for cause pursuant to Section 30. Any inspection or other action by Pioneer under this Section shall not reduce or otherwise affect Vendor's obligations under the Order, and Pioneer shall have the right to conduct further inspections after Vendor has carried out its remedial actions.

10. **Buy DuPont.** Vendor shall furnish or specify products for the Goods and Services that, if suitable and to the fullest extent commercially reasonable, incorporate materials manufactured by Pioneer, E. I. du Pont de Nemours and Company ("DuPont"), or their affiliates.

11. **Personnel, Subcontracting, and Assignment.** Vendor shall provide any personnel specified in the Order. Vendor subcontractors shall comply with Vendor's obligations and Vendor shall be responsible for such compliance; however, Vendor shall not subcontract, assign, or delegate any obligation without Pioneer's written approval. Any unauthorized assignment or delegation by Vendor is void.

12. **Independent Contractor.** Vendor is an independent contractor of Pioneer. The individuals and entities, if permitted, retained by Vendor shall be under its exclusive direction

and control and shall not be considered an employee, agent or contractor of Pioneer.

13. **Ethics.** Vendor shall not pay any salaries, commissions or fees (or make any other payments or rebates) to any employee, officer or director of Pioneer or its affiliates (or any designee of such employee, officer or director) or favor any such individual with gifts, entertainment, services or goods in contravention of applicable law or Pioneer's Gift and Entertainment Policy, a copy of which is available upon request.

14. **Locations and Site Policies.** Vendor will only perform the Services from locations approved by Pioneer. If any Services are provided on sites owned or leased by Pioneer, Vendor shall comply with all site conditions and site policies (including, without limitation, safety and health). All referenced policies and principles applicable to Vendor are available upon request.

15. **Child and Forced Labour and Human Trafficking Prohibition.** Pioneer will not tolerate the use of child or forced labour, slavery or human trafficking in any of its global operations and facilities. We will not tolerate the exploitation of children, their engagement in unacceptably hazardous work, or the trafficking, physical punishment, abuse, or involuntary servitude of any worker. We expect our suppliers and contractors with whom we do business to uphold the same standards. Vendor certifies that it is fully aware of the DuPont Principles on Child and Forced Labor and Human Trafficking ("DuPont Principles") available under Respect for People at <http://www.pioneer.com/home/site/about/business/commitment/>. Vendor certifies that it does not and will not employ, directly or indirectly or through a subcontractor, any person to perform services, provide product, or manufacture or supply material for Pioneer who is under sixteen (16) years of age, or eighteen (18) years of age in the case of hazardous services (hereinafter "Child Labour"), in a manner contravening the DuPont Principles or in violation of any relevant laws or regulations. Vendor certifies that the workers it uses, and will use, to produce product, provide services, or manufacture or supply material are present voluntarily. Vendor certifies that it and its suppliers of goods and services do not and will not knowingly use prison, slave, human trafficked or forced labour in contravention of the DuPont Principles or relevant laws and regulations. Vendor understands that these certifications and undertakings are essential to the Agreement. Vendor agrees to indemnify Pioneer and its parent company, DuPont, and hold Pioneer and its parent company, DuPont, harmless with respect to any violation of relevant laws and regulations, or for any liability arising from the contravention of the DuPont Principles, or non-compliance with this Section by Vendor. Vendor also agrees that, in the event that Pioneer determines that a violation of this Section has occurred, Pioneer shall notify Vendor and Vendor shall immediately remedy the violation. In the event that Pioneer determines that Vendor has not remedied the violation, then Pioneer may terminate the Agreement immediately, and such termination shall be with cause.

16. **Confidential Information.** All non-public, confidential or proprietary information of Pioneer, including, but not limited to, the Order, invoices, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, Goods and Services, customer lists, pricing, discounts or rebates, disclosed by Pioneer to Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Pioneer in writing. Upon Pioneer's request, Vendor shall promptly return all documents and other materials received from Pioneer. Pioneer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Vendor at the time of disclosure; or (c) rightfully obtained by the Vendor on a non-confidential basis from a third party.

17. **Privacy.** Vendor shall comply with all aspects of Pioneer's Global Information Privacy Policy and its Online Privacy Statement set forth at https://www.pioneer.com/pv_obj_cache/pv_obj_id_A896D6EE4AC246C46E605C85FF9EBABA_03650000/filename/pioneer-global-information-privacy-policy.pdf and <https://www.pioneer.com/home/site/us/privacy-statement>, respectively, or any subsequent sites from time to time designated in writing by Pioneer, including the execution of the Pioneer form Data Transfer Agreement, if applicable, as determined by Pioneer. Unless agreed otherwise in writing, any personally identifiable information provided by one Party to the other may only be used for conducting the business transaction(s) described in the Order. Pioneer does not consent to Vendor's use of any personally identifiable information provided by Pioneer, its subcontractors, affiliates, customers, vendors, or employees, for any direct marketing or other purpose not expressly allowed in the Order, nor to the transfer of such information to any third party.

18. **Intellectual Property.** Vendor grants Pioneer a nonexclusive, royalty-free, worldwide, perpetual license for Pioneer (and its affiliated entities and third party providers) to use any intellectual property owned or licensed by, but in the case of licensed intellectual property, only to the extent sublicenseable, Vendor in connection with the Goods or Services. Pioneer retains all right, title and interest in and to, and Vendor shall not use (except as necessary to perform the Order), Pioneer's data and other intellectual property (and materials). In the event of intellectual property created hereunder or intellectual property that arises out of or relates to confidential information of Pioneer, Vendor hereby assigns to Pioneer any and all rights to such new intellectual property. New intellectual property shall include, without limitation, ideas, patents, trademarks, plant variety protection, designs, techniques, blueprints, copyrights, trade secrets, CAD models, drawings, software, computer code, machinery, inventions, discoveries, and improvements. Vendor hereby agrees to provide Pioneer with prompt notice of any new

intellectual property and to execute any necessary papers and otherwise reasonably cooperate with Pioneer in the securing of patents, copyrights, or other intellectual property rights relating to such new intellectual property.

19. **Publicity.** Vendor shall not: (a) use the name, trade name, trapezoid, trademarks, service marks or logos of Pioneer or its affiliates in any manner not approved by Pioneer; or (b) represent (directly or indirectly) that any product or service offered by Vendor has been approved or endorsed by Pioneer.

20. **Invoice and Payment.** After delivery of the Goods or the end of each month for Services, Vendor shall submit an invoice to the address specified in the Order for the fees, taxes and, if reimbursable, expenses applicable to the Goods delivered and Services provided. Vendor's invoice shall be accompanied by such records as Pioneer deems adequate to verify the amounts billed and shall be in the form required by Pioneer. Incomplete or incorrect invoices will not be processed or paid. All expenses, charges and costs are included in the fees and will not be reimbursed. Unless otherwise stated in the Order, Pioneer shall pay Vendor in Canadian dollars via electronic funds transfer, wire or cheque, as Pioneer elects on or before 90 days after receipt of a properly prepared and correct invoice, except that Pioneer may withhold any amounts that it disputes in good faith. In the event of a payment dispute, Pioneer shall deliver a written statement to Vendor no later than the due date of the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Vendor shall continue performing its obligations under the Order notwithstanding any such dispute.

21. **Taxes.** Unless otherwise specified in the Order, 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 Vendor, without recovery from Pioneer, Vendor shall bear those Taxes. Where imposed upon Pioneer, Vendor shall itemize those taxes on each invoice (unless Pioneer provides an exemption certificate or direct pay permit). Pioneer shall withhold income or other taxes from payments to Vendor to the extent required by the taxing authority; Pioneer shall not be required to "gross up" or increase any payment to Vendor for such taxes. Pioneer shall not be responsible for any other taxes.

22. **Audits.** Upon notice from Pioneer, Vendor shall provide Pioneer, at Pioneer's cost and expense, with the right to have Pioneer's independent accountants and auditors access Vendor's locations and records to audit Vendor's compliance with this Order, including to verify if the charges are accurate.

23. **Compliance With Laws.** Vendor is in compliance with and shall comply with all laws, rules and regulations applicable to it in connection with the Order, including, without limitation: (a) those related to import and export, including import and export control laws; and (b) those covering the production, packaging, labeling, sale and delivery of the goods or services specified in the Order. Vendor has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits required to perform its obligations under the Order. Vendor assumes all responsibility for the shipment of Goods requiring any government import clearance.

24. **Chemical Substances.** Vendor shall not ship any chemical substance not specified by name in a Material Safety Data Sheet or the Order. Vendor shall provide Pioneer with Material Safety Data Sheets and all other similar or legally required safety and health information, including without limitation, warnings, material safety information, precautionary and safety measures, and instructions on proper care, use and handling, storage and disposal of all chemical substances provided by Vendor, and any other information or certifications Pioneer requests.

25. **Warranty.** Vendor represents and warrants that: (a) it is transferring good title to the Goods (free and clear of any claims, security interests, liens or encumbrances), it has sufficient right, title and interest to assign the ownership rights and grant the licenses hereunder and the Goods and Services (and process for making the Goods and use of the Services) do not infringe or misappropriate any patent or other proprietary rights of a third party; (b) the Goods and Services shall conform to the specifications and descriptions in the Order and any drawings, samples, designs, or other requirements specified by Pioneer, and be packaged as instructed by Pioneer; (c) the Goods shall be commercially similar to previous goods of the same type as previously ordered by Pioneer, be free of contaminants and be of merchantable quality; (d) Goods and Services shall be new, be free of defects in materials, workmanship and design and be fit for their intended use and any particular purposes of which Vendor knows or has reason to know; and (e) the Services shall be performed in a good, prompt and professional manner by qualified personnel in accordance with the Order and consistent with best practices. Unless otherwise stated in the Order, Goods and Services shall conform to the warranties in this Section for a minimum of 12 months from the date of use of Goods or, for Services, the completion of performance of Services. These warranties survive the delivery, inspection, acceptance, or payment of or for the Goods or Services by Pioneer and are in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Pioneer's discovery of the noncompliance of the Goods with any the foregoing warranties. If Pioneer gives Vendor notice of noncompliance with this Section, Vendor shall, at its own expense and at Pioneer's option, repair or replace the defective or nonconforming Goods or Services or refund the Price for such nonconforming or defective Goods or Services, and pay for all related expenses, including without limitation shipping charges for the return of defective Goods and the return of repaired or replacement Goods to Pioneer.

26. **Indemnity.** Vendor shall defend, hold harmless, and indemnify Pioneer, its affiliates (including without limitation DuPont and its affiliates), and their directors, officers, shareholders, employees and customers (collectively "Indemnitees") from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense (including reasonable attorney fees, court costs and other litigation expenses) (collectively "Losses") relating to (a) any loss or damages sustained by an Indemnitee or (b) any claim, demand, action, suit or proceeding against an Indemnitee by a third party (including employees of either Party or government agencies), arising out of or occurring in connection with the Goods or Services, any acts or omissions (including what would be negligence, willful misconduct or breach of the Order) by Vendor (or its subcontractors), or breach of any warranty,

express or implied, made by Vendor. Vendor shall not enter into any settlement without Pioneer's prior written consent.

27. **Intellectual Property Indemnification.** Vendor shall, at its expense, defend, indemnify, and hold harmless the Indemnitees, against any and all Losses arising out of or in connection with any claim that an Indemnitee's use or possession of the Goods or the performance of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Vendor shall not enter into any settlement without Pioneer's prior written consent.

28. **Limitation of Liability.** Nothing in this Order shall be construed to limit Vendor's liability (a) under Sections 13, 14, 16, 17, 25-27 hereof, or (b) for fraud, personal injury, or death caused by its negligent, reckless, willful, or intentional acts or omissions.

29. **Insurance.** Vendor shall maintain, with insurance companies authorized to do business where the Goods are provided and Services are performed, insurance of the types and in the amounts specified in Agreements between the Parties, or if not specified in Agreements between the Parties, in the types and amounts that are reasonable and customary (or legally required).

30. **Term and Termination.** The Order shall continue for the period specified (or, if not specified, until completed) unless terminated earlier (in whole or in part): (a) as set forth herein; (b) by Pioneer, with or without cause for undelivered Goods or unperformed Services, upon fifteen days' prior written notice; (c) immediately by Pioneer upon written notice if it determines that Vendor has breached any representations or warranties or that Vendor has become insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (d) by Vendor if Pioneer fails to pay any undisputed amounts due under the Order more than 30 days after notice. Any permitted termination (or expiration) shall be without penalty (including termination fees) and shall not relieve or release either Party from any rights, liabilities or obligations that have accrued under the law or the Order. Pioneer may terminate this Order if any government authority imposes antidumping duties, countervailing duties, or any retaliatory duties on the Goods. If Pioneer terminates the Order for any reason, Vendor's sole and exclusive remedy is payment for the Goods and Services received and accepted by Pioneer prior to termination and for any custom Goods made for Pioneer for which Vendor has already substantially commenced production (subject to documentation).

31. **Excused Performance.** If a Party cannot perform due to fire, flood, hurricanes, earthquakes, other elements of nature, war, terrorism, riots, rebellions, revolutions or civil disorders, the affected Party shall be excused from such performance while the event continues; provided, the event is beyond the affected Party's reasonable control (and could not be prevented by reasonable precautions) and the affected Party is diligently attempting to promptly recommence performance. The affected Party shall promptly give notice to the other of the event and, if non-performance continues for seven days (or more), the other may terminate the Order (or affected portion). Vendor shall allocate any shortage of Goods among Pioneer and Vendor's other customers in proportion to the quantities supplied during the preceding year.

32. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

33. **Applicable Law and Jurisdiction.** The Order shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario without giving effect to the principles of conflicts of law and the parties agree that the Courts of the Province of Ontario shall have exclusive jurisdiction over same. Notwithstanding the foregoing, the United Nations Convention on Contracts for the International Sale of Goods and the Sale of Goods Act (Ontario), or any amendments thereto, shall not govern this Order.

34. **Severability.** Each provision herein shall only apply to the extent permitted by applicable law. If any term or provision of this Order is invalid, illegal, or unenforceable in any jurisdiction, a term or provision that most closely approximates the intent and economic effect of the invalidated term or provision shall be substituted by the parties by mutual agreement, or a court of appropriate jurisdiction absent the parties' mutual agreement. Such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

35. **No Waiver.** No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

36. **Survival.** Provisions of this Order which by their nature should apply beyond the term of this Order shall remain in force after any termination or expiration of this order, including, without limitation, Sections 16, 17, 19, 23, 25-27, 29, 33, 36, and 37.

37. **Entire Agreement.** The Order supersedes all prior discussions and agreements, and represents the entire agreement, between the Parties with respect to the subject matter hereof, except that it shall not be construed to abrogate any Agreement between the parties. This Order may only be amended in a writing signed by an authorized representative of Pioneer that specifically states it amends this Order.