Standard Conditions of Sale of BASF Agricultural Solutions Ireland Limited
Valid from 1 July 2026

In these Conditions of Sale "the Seller" means BASF Agricultural Solutions Ireland Limited; "the Buyer" means the person, firm or company purchasing the Goods and/or Services, "the Goods" means the goods or materials which shall be the subject of the contract between the Seller and the Buyer; "a Contract" means a legally binding contract between the Seller and the Buyer for the sale and purchase of Goods ordered by the Buyer and accepted by the Seller in accordance with and subject to these Conditions of Sale; "Services" means any services including, any services associated with the Goods, supplied by the Seller to the Buyer in accordance with the Contract; and "the Price" means the price specified in the Seller's acknowledgement or otherwise communicated to the Buyer and agreed. The Seller reserves the right to update these Conditions of Sale at any time by displaying amended Conditions of Sale on its website.

1. Acceptance of Order

(i) All orders are accepted by the Seller subject to these Conditions of Sale to the exclusion of all other terms and conditions.

(ii) The Seller is under no obligation to accept the Buyer's order. Prices, offers and products are subject to availability and may change at any time prior to acceptance of the Buyer's order. All prices placed by the Seller on the internet constitute an invitation to treat. By submitting an electronic or online order, the Buyer submits an offer to enter into a sales contract with the Seller.

(iii) Should the Seller decide to accept an order, either:
   (a) the Buyer shall receive an order confirmation or email specifically confirming order acceptance; or
   (b) delivery of the order will be made,

   at which point the order will become a binding contract. An order acceptance does not constitute agreement as to delivery date for the order.

(iv) The Buyer acknowledges that it has not relied on any statement, promise or representation made or given on behalf of the Seller which is not set out in these Conditions of Sale.

(v) Each order shall be a separate Contract and cancellation or termination of any individual contract shall not entitle the Buyer to terminate or repudiate any other Contract. Should the Buyer amend, cancel or terminate a Contract five (5) working days or less before the estimated delivery date then the Buyer shall indemnify the Seller against any loss, damage, costs, charges, taxes, expenses or other suffered by the Seller caused solely, mainly or partially by the Buyer's amendment, cancellation or termination of the Contract.

2. The Price

(i) The Price of any Goods shall be as quoted on the website or electronic order system or written quote, except in cases of obvious error, and subject always to clause 1(i), 1(ii) and 2 (ii).

(ii) The Seller may at any time before delivery increase the price of the undelivered balance of the Goods by notice in writing to the Buyer. In such event the Buyer may within seven (7) days of receipt of such notice by notice in writing cancel the order so far as the undelivered balance of the Goods is concerned.

(iii) Unless otherwise stated, the price of the Goods shall include the Seller's costs of standard packing, and delivery of the Goods to any one address in Ireland specified in writing by the Buyer to and agreed by the Seller prior to delivery.

(iv) Containers and/or packages are not returnable unless so stated in the Seller's quotation or acknowledgement or other documentation. Returnable containers and/or packages shall be returned empty by the Buyer to the Seller's address stated on the delivery note in good condition, carriage paid, within three (3) months of delivery of the Goods. If not, such containers and/or packages will be chargeable at replacement value and no credit will be due on containers and/or packages for which Seller shall have made a charge.

3. Payment

(i) Unless otherwise stated on the Seller's invoice or otherwise agreed in writing, payment for the Goods shall be made not later than thirty (30) days after the date of the invoice but so that the Seller may at any time on or after acceptance by notice in writing to the Buyer vary the terms of payment by demanding immediate payment or (at the Seller's option) adequate security for sums which shall be due hereafter.

(ii) Time for payment shall be of the essence and failure by the Buyer to pay the Price or any instalment thereof in due time shall entitle the Seller to one or more of the following:
   (a) treat such failure as a repudiation of the whole Contract by the Buyer;
   (b) require the Buyer to make immediate payment of all monies due or to become due;
   (c) recover from the Buyer damages for such breach of contract; and/or)
   (d) charge interest at the European Central Bank main refinancing rate (as at 1 January and 1 July in each year) plus 8 percentage points, from the due date until payment.

(iii) The Buyer shall make all payments due in full without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise.

(iv) All payments shall be applied to invoices and deemed to be made in the order in which they were issued,

(v) All payments payable to the Seller shall become due immediately upon termination of the Contract.

4. Delivery

Unless otherwise agreed in writing between the Seller and the Buyer the following provisions shall apply:

(i) Delivery of the Goods shall take place when the Goods arrive at the address specified on the Seller's quotation or acknowledgement or other documentation, or when collected by the Buyer.

(ii) Any delivery date or dates communicated by the Seller to the Buyer are estimates only and time for delivery shall not be of the essence. The Seller shall not be liable for failure to deliver by such date or dates or for any damage or loss arising directly or indirectly (including loss of profits) out of delay in delivery; nor shall the Buyer be entitled to refuse to accept the Goods because of late delivery.

(iii) The risk of any loss or damage to or deterioration of the Goods shall pass in accordance with the Incoterm agreed by the Seller and the Buyer.

(iv) In respect of sea transit the Seller shall not be required to give the Buyer the notice relating to insurance of the Goods referred to in Section 32(3) of the Sale of Goods Acts, 1893 and 1980.

5. Property

(i) The legal and beneficial title in and ownership of the Goods shall remain in the Seller until payment in full has been made to the Seller by the Buyer for:
   (a) the Goods; and
   (b) all other sums which are due or become due to the Seller from the Buyer.

(ii) Where full payment has not been made to the Seller and the Buyer shall not use the Goods in his manufacturing process or incorporate the Goods with other products. The property in the Goods shall be retained by the Seller in so far as such Goods are identifiable and such Goods shall remain identifiable as the Seller's Goods.

(iii) Until such payment is made:
   (a) the Buyer shall hold all Goods and materials on a fiduciary basis only as a bailee for the Seller and shall store such Goods separately from all other goods in the Buyer's possession so as to be clearly identifiable as the property of the Seller (at no cost to the Seller);
   (b) the Buyer shall keep the Goods in satisfactory condition and insured on the Seller's behalf for the full price against all risks to the reasonable satisfaction of the Seller; and
   (c) the Buyer grants to the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or in the case of default, as defined at clause 11, to recover them.

6. Lien

The Seller shall in respect of all unpaid debts due from the Buyer under the same or any other contract have a general lien on all goods and property of the Buyer in its possession (although such Goods or some of them may have been paid for) and shall after expiration of fourteen (14) days written notice to the Buyer be entitled to dispose of such Goods and property as it deems fit and apply the proceeds towards such debts.

7. Shortages and Damage and/or Loss in Transit

(i) Unless otherwise agreed in writing between the Buyer and the Seller, the Seller may deliver against any order an excess and/or deficiency up to ten (10) per cent of weight or volume ordered without any liability whatsoever to the Buyer save that the price shall be adjusted accordingly.

(ii) The Buyer shall inspect the Goods immediately upon delivery and shall within three (3) days of such delivery (time being of the essence) give notice in writing to the Seller and the carrier of all claims on account of visual damage to or total or partial loss of Goods in transit. Claims for non-delivery must be submitted in writing to the Seller within fourteen (14) days after notification of despatch.

(iii) Any other claims (including but not limited to defects or production faults) must be made in writing immediately after the Buyer learns of the defect and in any event not later than sixty (60) days after delivery of the Goods. Any claim not made in writing and received by the Seller within the aforesaid time limits shall be deemed waived.

(iv) If the Seller fails to make delivery or makes defective delivery of any one instalment such failure or defective delivery shall not affect the Contract as regards other instalments.

8. Warranty and Limitation of Liability

(i) The Seller warrants that the Goods are produced within the accepted tolerance levels in accordance with the standard specifications stated in the Seller's official literature on the Goods current at the relevant time and unless otherwise agreed in writing, the quality of the Goods shall be exclusively determined by the Seller's product specifications.

(ii) Save as aforesaid and clause 18(ii), all other conditions, guarantees, or warranties whether express or implied by statute, common law or otherwise including (but without prejudice to the generality of the foregoing) conditions, guarantees or warranties as to quality, fitness for purpose or description of the Goods or their life or wear under any conditions whether known or made known to the Seller or not are hereby excluded to the fullest extent permitted by law.

(iii) Notwithstanding anything else set out in these Conditions of Sale, the Seller does not attempt to exclude any liability:
   (a) For breach of the Seller's obligations arising under Section 12 of the Sale of Goods Acts 1893 and 1980;
   (b) For personal injury or death resulting from the Seller's negligence;
   (c) For defective products under the Liability for Defective Products Act, 1991;
   (d) For its fraudulent misrepresentation; or
   (e) For any matter for which the Seller may not exclude or attempt to exclude its liability under applicable law.

(iv) The Seller shall not be liable to the Buyer whether in contract, tort (including, without limitation, negligence), misrepresentation or otherwise howsoever arising for any loss of profit, loss of anticipated profit, loss of business, loss of contract, overhead recovery, anticipated savings, loss of data, loss of production, depletion of goodwill, product recall nor for any special, indirect or consequential loss or damage, or otherwise for any costs, expenses or claims for consequential compensation whatsoever.

(v) Subject to clause 8(iv) the Seller's total aggregate liability under the Contract shall be limited to the price paid or payable by the Buyer to the Seller under the Contract.

9. Force Majeure

Deliveries may be partially or totally suspended by either party during any period in which it is prevented or significantly hindered from manufacturing, delivering or taking delivery of the Goods through any circumstances outside its control (such circumstances to include but not be limited to acts of God, war, strikes, lock outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, cyber-attacks, fire, explosion, epidemic or pandemic (whether or not officially declared by the WHO), or acts of authorities). If, because of such circumstances, the Seller is unable to supply the total requirement of the Goods the Seller may allocate its available supply (after satisfaction of its own requirements) among all of its customers, including those not under contract, as the Seller thinks fit. In the event of such circumstances the Seller shall (i) be relieved from its obligations under the Contract to the extent the Seller is prevented from performing such obligations and (ii) shall have no obligation to procure Goods from other sources. In the event that the force majeure continues for more than three (3) months either party may terminate the Contract on thirty (30) days' notice.

10. Indemnity

The Buyer shall indemnify the Seller in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims and demands, charges or expenses in relation to any claim made against the Seller by a third party arising out of or in connection with the supply of the Goods to the extent that such claim arises out of the breach, negligent performance, failure or delay in performance of this Contract by the Buyer, its agents, employees or subcontractors.

11. Default

The Seller reserves the right (without prejudice to its other rights and remedies) either to terminate the Contract between the parties or to suspend further deliveries under it or require payment in advance or require return of Goods delivered in the event that:

(a) the Buyer fails to pay for any one delivery when the same becomes due; or

(b) the Buyer's financial position becomes unsatisfactory to the Seller; or

(c) if any legal proceedings, corporate act or any other action is taken in relation to the winding-up, liquidation, examination, dissolution or reorganisation of the Buyer or for the appointment of a liquidator, examiner, receiver, trustee or similar officer over the Buyer or over any or all of its assets or revenues or if the Buyer enters into any form of arrangement or composition with or for the benefit of creditors or has a bankruptcy petition filed or bankruptcy order made against it or if any similar or analogous event occurs in any jurisdiction or if the Buyer is otherwise unable to pay its debts as they fall due.

12. Duty

All import duties, V.A.T. taxes, and other import costs will be the Buyer's responsibility.

13. Patents and Trademarks.

No representation, warranty or indemnity is given by the Seller that the Goods do not infringe any letters patent, trademarks registered designs or other industrial rights.

14. Assignability

The Contract of which these Conditions of Sale form part is personal to the Buyer who shall not assign, transfer or otherwise deal with the benefit or burden thereof without the Seller's written consent. The Seller may at any time assign, transfer or otherwise deal with the benefit or burden of the Contract (and if required to do so by the Seller, the Buyer shall enter into a novation agreement in such form as the Seller shall reasonably stipulate). The Seller shall be entitled to carry out its obligations under the Contract through any agents or sub-contractors.

15. Proper Law

These Conditions of Sale and the Contract between the parties and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be construed and applied in accordance with the law of Ireland, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 and the Irish Courts shall have exclusive jurisdiction in any dispute relating thereto.

16. Notices

(i) The parties agree to electronic communication and acknowledgement that all Contracts, notices, information and other communications that the parties provide to each other electronically comply with any legal or contractual requirement that such communications be in writing.

(ii) All notices given by the Buyer to the Seller must be sent to BASF Agricultural Solutions Ireland Limited, Asgard House, 19-20 City Quay, Dublin, D02 K744, Ireland or to such other address notified to the Buyer from time to time.

(iii) The Seller may give notice to the Buyer at either the email or postal address provided when placing an order. Notice will be deemed received and properly served 24 hours after a fax or email is sent or three (3) days after the posting of any letter.

17. Entire Agreement

(i) These Conditions of Sale represent the entire agreement between the parties relating to the sale and purchase of the Goods and supersede all previous agreements, arrangements and understandings between the parties relating to the sale and purchase of the Goods.

(ii) Each party acknowledges that in entering into the Contract it places no reliance on any representation, warranty or other statement relating to the subject matter of the Contract, other than as expressly set out in these Conditions of Sale.

(iii) Neither party shall have any liability or remedy in respect of any representation, warranty or other statement being false, inaccurate and/or incomplete unless it was made fraudulently or is contained in these Conditions of Sale. Nothing in these Conditions of Sale shall exclude or limit the liability of either party for a fraudulent misrepresentation.

(iv) Each party agrees that its only remedy for breach of the Contract shall be for breach of contract.

18. REACH

(i) The Seller does not make or give any representation or warranty that the Goods are or will be compliant with the requirements of the European Union REACH system, established under the Registration Evaluation Authorisation and Restriction of Chemicals Compliance Regulation 1907/2006 (as amended) ("REACH") and all implied warranties as to compliance with REACH are hereby excluded to the fullest extent permitted by law. Save to the extent caused by any breach by the Seller of the warranty at clause 18(ii), the Seller shall not be liable to the Buyer for any failure to comply with REACH by the Seller or any third party in respect of the Goods.

(ii) Without prejudice to the foregoing clause 18(i) the Seller warrants that it shall use its reasonable endeavours to obtain and maintain compliance with REACH in respect of the Goods or procure the same. The foregoing warranty shall not apply in respect of any substance where, pursuant to REACH, it is the Buyer's responsibility to obtain and/or procure compliance with REACH to the extent that any non-compliance is caused by any act or omission of the Buyer.

(iii) In the event that the Seller receives written notice from any competent authority, or in its reasonable opinion decides, that any of the Goods are not or will not become REACH compliant it shall inform the Buyer in writing within a reasonable time.

(iv) The Seller may at any time on or after informing the Buyer pursuant to clause 18 (iii) suspend any further deliveries of the relevant Goods and/or terminate this Contract in respect of the relevant Goods.

(v) The Buyer represents, warrants and undertakes to the Seller that it shall promptly provide such information as may reasonably be required from time to time in order to obtain and maintain compliance with REACH in respect of the Goods and shall comply with its obligations under REACH.

19. Data Protection

(i) Data Protection Laws means any applicable law relating the processing, privacy and use of personal data, including but not limited to the General Data Protection Regulation ((EU) 2016/679); the Data Protection Acts 1988-2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the ePrivacy Regulations (S.I. No. 336 of 2011 – the European Communities (Electronic Communications Networks and Services) (Privacy And Electronic Communications) Regulations 2011.

(ii) Personal Data, process, data processor, data controller, personal data breach, data protection impact assessment, supervisory authority and data subject have the meanings given to them in Data Protection Laws.

(iii) To the extent the Buyer receives or otherwise obtains or has access to personal data pursuant to or in the performance of the Contract, the Buyer shall:

(a) Comply with obligations under Data Protection Laws in respect of its processing of personal data;

(b) Use the personal data solely for the performance of the Contract;

(c) Process personal data only in accordance with Seller's written instructions;

(d) Take appropriate technical and organisational measures to prevent unauthorised or unlawful processing or, accidental loss or destruction of or damage to the personal data;

(e) Ensure that personal data is only accessible to personnel who require access to it for the performance of the Contract and are subject to a binding written contractual obligation to keep the personal data confidential;

(f) Not transfer the whole or any part of the personal data outside the EEA without Seller's written consent;

(g) Comply with all applicable laws relating to rectification, erasure and/or restriction of processing of personal data;

(h) Promptly notify Seller of any data subject request, complaint, notice or other correspondence received in relation to personal data and deal with the same upon the Seller's instructions;

(i) Promptly notify Seller of a data breach without undue delay, however no later than 24 hours after discovery of the breach.

(iv) Buyer will not acquire ownership of or rights in the personal data and any retention right to the personal data is excluded.

(v) Upon termination of the Contract, the Buyer shall erase all the personal data (including copies), in accordance with applicable laws.

20. Severance

If any provision of these Conditions of Sale (or part thereof) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that part shall, to the extent required, be deemed not to form part of these Conditions of Sale and the validity and enforceability of the other provisions shall not be affected.