

## 2025 Corteva Terms and Conditions of Purchase

**IMPORTANT NOTICE: PLEASE READ COMPLETELY. THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE SHALL APPLY TO ALL PURCHASES OF PRODUCTS FROM CORTEVA AGRISCIENCE CANADA COMPANY AND ITS AFFILIATES (PIONEER HI-BRED CANADA COMPANY) (“CORTEVA”). AS OF AUGUST 1, 2024 AND RUNNING THROUGH THE ENTIRE 2025 CROP SEASON (INCLUDING HARVEST). BY ENTERING INTO A PURCHASE TRANSACTION WITH CORTEVA, YOU (“YOU” or “YOUR”) ACKNOWLEDGE A CLEAR UNDERSTANDING OF AND AGREE TO THESE CORTEVA TERMS AND CONDITIONS OF PURCHASE, INCLUDING, WITHOUT LIMITATION, YOUR OBLIGATIONS, RESTRICTIONS AND RIGHTS OF USE AS STATED FULLY IN THESE CORTEVA TERMS AND CONDITIONS OF PURCHASE AND/OR AS INDICATED ON ANY BAG OR TAG LANGUAGE ACCOMPANYING THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL OF THE BAG AND TAG USE RESTRICTIONS, INVOICE RESTRICTIONS AND, WHEN APPLICABLE, CORTEVA AGRISCIENCE TECHNOLOGY USE AGREEMENTS (“TUA”), TUA ADDENDUM, AND CORTEVA AGRISCIENCE PRODUCT USE GUIDE (“PUG”).**

**IF (A) ANY PRODUCT THAT YOU PURCHASE CONTAIN BT TECHNOLOGY (*i.e.*, PLANT INCORPORATED PROTECTANTS), USING THE SEED CONSTITUTES AN AFFIRMATION OF YOUR CONTRACTUAL OBLIGATION TO COMPLY WITH THE INSECT RESISTANCE MANAGEMENT (IRM) REQUIREMENTS; AND/OR (B) YOUR PURCHASE INCLUDES SEEDS THAT CONTAIN ONE OR MORE BIOTECH TRAITS AND/OR REGULATED MATERIAL, DO NOT OPEN THE BAG OR CONTAINER OR USE THE PRODUCT UNLESS YOU i) AGREE WITH THESE CORTEVA TERMS AND CONDITIONS OF PURCHASE (INCLUDING THOSE REQUIRING YOU TO ADHERE TO THE PUG) AND ii) EXECUTE A TUA.**

**IF YOU DO NOT AGREE WITH ANY OF THESE CORTEVA TERMS AND CONDITIONS OF PURCHASE, DO NOT OPEN THE PRODUCT CONTAINER OR BAG AND RETURN ANY PRODUCT WITHIN TEN (10) BUSINESS DAYS.**

- 1. AVAILABILITY:** All ordered/invoiced Corteva products and sub-products are subject to availability at time of delivery.
- 2. TERMS OF SALE:** Terms of sale are CASH PAYMENT DUE UPON DELIVERY of products. Any unpaid account balances will accrue a finance charge at the rate of 1.5% per month (18% or at the maximum rate allowed by Your Provincial or federal law, if less than 1.5%). If You are an approved Deferred Payment Loan customer of PHI Financial Services Canada Limited, under their Deferred Payment Program, then the terms of Your agreement with PHI Financial Services Canada Limited, shall govern Your payment terms and conditions. Except as noted above, Corteva has a no return policy; however, Corteva may in its sole discretion, allow for a return of product in limited circumstances.
- 3. PRODUCT DISCOUNTS AND PHI FINANCIAL SERVICES CANADA LIMITED STATUS:** If You were a customer of PHI Financial Services Canada Limited, in 2024, all 2024 Deferred Payment loans must be paid in full by December 1, 2024, to retain eligibility for the prices and discounts offered on Your 2025 purchases. No products shall be delivered in 2025 until Your 2024 loans are paid in full. You agree and understand that (a) You are not guaranteed or promised any product discount or amount of product discount; and (b) the offer of a product discount, if any, shall be at the sole discretion of Pioneer based on program qualifications and Your local sales professional, dealer, distributor, reseller, retailer, or representative (“Sales Professional”), in such Sales Professional’s best judgment.
- 4. USE RESTRICTIONS FOR SEED PRODUCTS:** The seeds, traits and technology contained within, as well as the parental lines and progeny, are covered by intellectual property protection, which may include plant variety certificates, confidential information, trade secrets and patents, which may include, but are not limited to, patented germplasm, transgenic traits, native traits, transformation technologies, methods of use and breeding methods. The purchase/bailment/transfer of these seeds conveys no right under any intellectual property to use these seeds for any purpose. A conditional right must first be obtained before these seeds can be used in any way. A conditional right for a specific use including planting for a single commercial crop, may be obtained via a valid, legally binding signature on a Corteva TUA. In some cases, other documents may also be required to obtain the necessary right to use Corteva brand products. This seed may only be offered for sale, transferred or distributed by a Corteva Sales Professional. Contact Corteva if You wish to discuss any other use of this seed or Materials (as defined below).

This seed may also be protected under the laws of this or other countries. Export of this seed is prohibited. You agree that this transfer is directed to, and Corteva intends to supply, only seed for production of a single commercial crop, and You agree not to save seed from that crop for planting for a second or subsequent year. You agree that You are not acquiring any rights from Corteva to use the seed contained or any parental line that may be unintentionally contained herein (collectively, the “Materials” contained) for purposes other than production of forage, silage or grain for feeding or processing. You shall ensure that none of the Materials, or their progeny, will be used in breeding or research. Without limiting the generality of the foregoing, You shall ensure that none of the Materials, or their progeny, or the products produced therefrom shall be characterized using any molecular technique including in the broadest possible sense: sequencing, analyzing molecular species, isolating molecular species, subjecting to molecular marker analysis (including but not limited to using PCR, hybridization or any other technique requiring the inquiry of a nucleic or amino acid, whether directly or indirectly), genotyping, DNA fingerprinting, and/or use of double-haploid technology.

You may not sell or transfer any of the Materials to any other party. You shall not cause the Materials to be delivered to or used or analyzed by or for the benefit of, any third party. In the event of any threatened or actual breach of these Corteva Terms and Conditions of Purchase, You shall (1) immediately notify Corteva and, (2) at Your sole cost and expense, take all necessary and useful steps to prevent and cure such breach.

- 5. USE RESTRICTIONS AND LIMITED LICENSES FOR COMMERCIAL MICROBIAL PRODUCTS:** The cultures used in formulating Corteva commercial microbial products are the exclusive property of Corteva. You agree to use such commercial microbial product only in accordance with the product label and not for other formulating, reproduction or applied genetic research purposes. This commercial microbial product may be protected under one or more patents or under laws of other countries. All uses outside Canada are prohibited to the extent they result in infringement of Canadian or international patents.

If the bag or container label indicates this product is protected under one or more Canadian, U.S., or international patents, You agree that You are granted a limited license thereunder only to use the product for the production of ensiled feeding stuff.

- 6. PRODUCT DESCRIPTION EXPRESS WARRANTY:** Corteva warrants that the seed or other products purchased from Corteva conform to the descriptions on the label within tolerances, if any, established by law.
- 7. DISCLAIMER OF WARRANTY:** TO THE EXTENT ALLOWABLE BY LAW, THE EXPRESS WARRANTY ABOVE EXCLUDES, AND IS IN LIEU OF, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. All applicable warranties are contingent upon the proper use in the application for which the seed or products were intended and does not cover seed or products which have been modified in any manner (including, but not limited to, seed treatment, in-furrow fertilizers, biologicals, or micronutrient products of any kind not provided by Corteva) or which have been subjected to improper storage, abuse, misuse, alteration or neglect. CORTEVA DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING ANY PRODUCT(S) NOT COVERED BY THESE CORTEVA TERMS AND CONDITIONS OF PURCHASE, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE LABELED FOR USE ON CORTEVA BRAND PRODUCTS. CORTEVA SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF SUCH PRODUCT(S) WITH CORTEVA BRAND PRODUCTS. ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF SUCH PRODUCT(S) SHOULD BE DIRECTED TO THE COMPANIES PROVIDING OR PRODUCING SUCH PRODUCTS. ANY REPRESENTATION OR WARRANTY RELATED TO ANY CORTEVA PESTICIDE PRODUCT IS LIMITED SOLELY TO ANY REPRESENTATIONS OR WARRANTIES MADE AS PART OF THE SALE OF SUCH CORTEVA PESTICIDE PRODUCT.
- 8. LIMITATION OF LIABILITY:** In the event of any claim sought by You from Corteva in connection with the purchase or use of the products, Your remedy or the remedy of any other person, (whether such loss results from breach of warranty, contract, tort, strict liability or negligence) shall be limited solely and exclusively to the amount of the purchase price of the products or replacement of the products, at the election of Corteva and its Sales Professional. In no event shall Corteva and its Sales Professionals, or any of its or their respective affiliates, officers, directors, employees or agents be liable for any indirect, consequential or incidental, punitive, exemplary, special, or multiplied damages sustained by You or any other person. You agree not to assert any non-contractual claim arising under any municipal, provincial, or federal law in Canada or elsewhere, arising out of or relating to the purchase of any product. You, having the expertise and knowledge in the intended use of products and any articles made therefrom, assume all risk and liability resulting from use of the products delivered hereunder, whether used singly or in combination with other products.
- 9. PROMPT NOTICE OF CLAIM:** Prompt notice by You or any other person must be given of any claim so that an immediate inspection of the field(s), seed, grain and or silage or haylage produced therefrom may be made. Failure to give prompt notice shall bar You or any other person of any legal remedy.
- 10. STATUTE OF LIMITATIONS:** Any action against Corteva and its Sales Professionals, for the breach of these Corteva Terms and Conditions of Purchase, including any warranties arising from it, must be commenced within one year after the cause of action accrues or be barred after such time. Where applicable, all required prerequisites to maintaining a legal action must be complied with prior to initiating the legal action. (See Arbitration/Conciliation/Mediation Section).
- 11. PRIVACY STATEMENT:** Corteva and its affiliates are concerned about privacy issues and want You to be familiar with how We collect, use, and disclose information. Together with Corteva's Global Information Privacy Policy, this Privacy Statement describes Corteva practices in connection with information that We collect through websites and mobile applications owned and controlled by Corteva (respectively, the "Site" and the "App"), as well as all other means where notice is legally required. By providing Personal Information to Corteva, You agree to the terms and conditions of this Privacy Statement. Access the Corteva privacy statement and Global Information Privacy Policy through this link: [www.corteva.ca/en/privacy-policy.html](http://www.corteva.ca/en/privacy-policy.html).
- 12. PRODUCT PERFORMANCE INFORMATION:** Any product performance information You may have received is based upon historical field observations and analysis of traits by Corteva Agronomists and Research Managers and may not predict future results. Hybrid and variety responses are variable and subject to any number of environmental, disease and pest pressures. Trait Scores are based

upon period-of-years testing and may have changed since You made Your initial order. Before planting, refer to [www.Corteva.ca](http://www.Corteva.ca) or contact a Corteva Sales Professional or agronomist for the then current listing of traits and scores for each product and for product placement and management suggestions specific to Your operation and local conditions, although You are ultimately responsible for product selection, purchasing, placement and management decisions for Your operation. Efficacy levels based on Corteva and/or independent university entomologist results against susceptible insect populations. Product responses can vary by location, pest population, environmental conditions, and agricultural practices. With certain pests, a decrease of susceptibility to certain technology traits in corn has been observed in some insect populations, which may result in lower efficacy. Please refer to the PUG for more information.

**13. CORTEVA TECHNOLOGY USE AGREEMENT:** You must read, execute and comply with the TUA related to patent and other intellectual property rights covering the traits, germplasm, and other intellectual property contained in proprietary varieties and hybrids. The terms and conditions of the TUA are illustrated in the accompanying document. Other documents may also need to be read, executed, and complied with based on Your specific seed selections.

If You have not signed the TUA, then this document is not an offer or acceptance of an offer for sale of the products listed and any purported sale of such products is void. If You have received products without signing a TUA, Your use of those products is unauthorized and unlicensed, and You must, either (i) return such products to the Sales Professional who delivered or sold You the products, or (ii) sign a Corteva TUA for such products.

**14. INSECT RESISTANCE MANAGEMENT (IRM):** By accepting delivery of any product from Corteva with insect control traits, You are agreeing that You are contractually obligated to implement and comply with IRM requirements for corn and cotton as listed in product use guides at [www.traitstewardship.corteva.ca](http://www.traitstewardship.corteva.ca). Your contact information may be provided to a third party to conduct a Bt corn IRM on-farm refuge compliance assessment to satisfy terms of Corteva's Canadian Food Inspection Agency (CFIA) registrations for Bt corn products. You also agree that information obtained or collected by Corteva may be shared with the CFIA for Corteva to satisfy any legal, regulatory or other agency requirements, and that Corteva may enter Your premises to respond to claims of unexpected damage and to collect insects for use in Corteva's IRM research or to comply with legal, regulatory or other agency requirements.

**15. PRODUCT STEWARDSHIP / BIOTECH REGULATED SEED PRODUCTS:** Corteva is committed to the responsible management of all its seed products. By accepting delivery of any product from Corteva, You agree You are contractually obligated to comply with all laws, regulations, and Corteva stewardship requirements described in the PUG (found at [www.traitstewardship.corteva.ca](http://www.traitstewardship.corteva.ca)) and any product-specific Stewardship Requirements, as each may be amended from time to time, which are incorporated into and are a part of these Corteva Terms and Conditions of Purchase. In addition to all other applicable use restrictions, You agree that all crops and materials (e.g., grain) containing biotech traits and/or crops and materials that are otherwise regulated may only be (a) exported, transferred or moved to or (b) used, processed or transferred in jurisdictions where all necessary regulatory authorizations have been granted for those crops and materials for such activities. It may be unlawful to export, transfer or move crops and materials containing biotech traits and/or other regulated crops and materials across borders into jurisdictions where their import and use is not authorized. Products authorized in Canada may or may not be authorized in all global markets; therefore, the products including, without limitation, combinations of products and the grain and certain byproducts (including, oil, dried distiller's grains, cobs and husks) from these products may not be authorized in some markets. You are required to discuss product and trait acceptance and grain purchasing policies with Your purchaser or grain handler prior to the delivery and sale of Your crop products (e.g., grain or other plant material containing biotech traits and/or other regulated crops or materials) and You must only deliver grain to a purchaser or grain handler that agrees grain and by-products will only be marketed in markets where such products are authorized for the specific use. For more detailed information on the status of a trait or stack, please visit [www.biotradestatus.com](http://www.biotradestatus.com). You further acknowledge and agree that any forward-looking statements made by Corteva related to regulatory approval timelines, by their nature, address matters that are, to different degrees, uncertain. These forward-looking statements of anticipated regulatory authorization timelines are not guarantees of government agency action and are based on certain assumptions and expectations of future events that may not be realized, and You agree not to rely on them in making decisions for Your operation including, without limitation, decisions regarding grain disposition. For more information, contact Your local Corteva Sales Professional.

**16. PACKAGING AND PALLETS:** The following charges may be assessed regarding damaged or misused hard box containers. The following charges do not include tax, which varies among Provinces. Up to a \$1,075.00 CAD charge may be assessed for non-returned, unusable hard box containers, (i.e., the hard box repair requires more than replacing a top or bottom ring or the hard box must be discarded). A \$500.00 CAD charge may be assessed for each hard box container with a cracked/broken/missing top ring or bottom ring (hopper); up to a \$75.00 CAD charge may be assessed for a hard box with a missing or damaged lid; up to a \$110.00 CAD charge may be assessed for each untreated hard box container that is returned with any seed treatment or chemical residue. Up to a \$50.00 CAD charge may be assessed for each non-returned pallet.

**17. SALES OF NON-CORTEVA PRODUCTS:** If there are any items on Your invoice that reflect products or services that are not manufactured by or provided by Corteva (such as an applied seed treatment, in-furrow fertilizers, biologicals or micronutrient products provided by a Corteva Sales Professional), such items are being sold to You by the Corteva Sales Professional and not by Corteva. Corteva is offering that representative the ability to charge those items on a Corteva invoice for Your convenience. However, Corteva is not responsible for any warranties and representations, handling customer complaints or for liability associated with the item whatsoever.

- 18. CONSENT TO JURISDICTION/VENUE:** This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein (other than the choice of law rules). **You, or any other person, consent to the jurisdiction of the courts having geographical jurisdiction over the Province of Ontario for resolution of any disputes, whether such are first subject to arbitration, negotiation, or mediation under the applicable Province's seed laws where purchase occurred, and You shall not file a claim relating to these Corteva Terms and Conditions of Purchase or the purchased products in any other court.**
- 19. NOTICE ARBITRATION/CONCILIATION/MEDIATION:**  
You and Corteva agree that any claim or civil action of any nature arising out of or relating to the performance or quality of the seed and/or product shall be submitted to binding arbitration administered by the American Arbitration Association (International Centre for Dispute Resolution) in accordance with its Commercial Arbitration Rules. The place of arbitration shall be Toronto, Ontario, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Disputes concerning or related to the use restrictions and limited licenses associated with the seed and/or product, or concerning or related to intellectual property rights of Corteva in, or related to, the seed and/or product, or claims or causes of action brought by Corteva against You for failure to pay for the seed and/or product, are not subject to this NOTICE OF BINDING ARBITRATION. For certainty, You and Corteva agree that Section 52 of the Arbitration Act (Ontario) shall not apply.
- 20.**
- 20.A. PLANT BREEDERS' RIGHTS ACT, S.C. 1990, c. 20** The Plant Breeders' Rights Act (Canada) ("**PBR**") and its regulations excludes others from unauthorized seed propagation or from selling protected seed varieties except as provided by the PBR. The PBR is not the only type of intellectual property of these seed products, and other protection may preclude the saving of this seed. Additionally, You may have agreed to only use these seeds for a single commercial crop in Canada in a single growing season by contract.
- 20.B. PESTICIDES ACT, ONTARIO REGULATION 63/09 (PA REGULATIONS):** If You are a customer in Ontario, as a condition of sale of neonicotinoid-treated soybeans or corn, the PA Regulations require that You submit to Your Corteva sales professional or retailer (i) an Integrated Pest Management Written Declaration, and (ii) a soil - pest assessment report or crop pest assessment report if You are purchasing neonicotinoid-treated soybeans or corn seed for Your acreage. These documents can be found on the Ontario Ministry of Environment Conservation and Parks webpage.
- 21. NOTICE OF TRAIT PATENTS AND LIMITED LICENSES:** These Corteva Terms and Conditions of Purchase are entered between You and Corteva and provide You the opportunity to purchase plant proprietary plant varieties and hybrids (*i.e.*, *seed*). These Corteva Terms and Conditions of Purchase cover plant varieties which have intellectual property protection including plant variety certificates, confidential information, trade secrets and patents including, but not limited to, patented germplasm, transgenic traits, native traits, transformation technologies, methods of use of said plants and breeding methods. Patents are listed here: <http://www.traitstewardship.corteva.ca>. It is understood that any entity authorized to sell Corteva Seed to You is acting as an agent of Corteva with respect to these Corteva Terms and Conditions of Purchase and any rights and benefits under these Corteva Terms and Conditions of Purchase shall accrue to Corteva. The term of these Corteva Terms and Conditions of Purchase, and the license contained herein, shall begin on the date these Corteva Terms and Conditions of Purchase are duly entered.
- 22. SEVERABILITY:** If any provisions, or part thereof, of these Corteva Terms and Conditions of Purchase are found to be invalid for any reason, the other provisions, and parts thereof, shall not be affected and shall remain in full legal force and effect.
- 23. ENTIRE AGREEMENT:** By acceptance of the seed or other products, You or any other person acknowledge that the foregoing terms including Your obligations, restrictions and rights of use, as stated fully on the accompanying materials, including any and all of the bag and tag restrictions, invoice restrictions, and, when applicable, the TUA and PUG are conditions of the purchase and constitute the entire agreement between the parties regarding warranty or other liabilities and the remedy therefor. These Corteva Terms and Conditions of Purchase cannot be modified by any oral or other written agreement.

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