



General Terms and Conditions Agrocloud

I. General Provisions

A. These General Terms and Conditions ("T&Cs") apply to the use of the Webshop, all Orders placed by Customers via the Webshop of Bayer CropScience Schweiz AG, hereinafter referred to as "BAYER".

B. The purchase of Products offered in the Webshop is limited to Customers, who use them for business purposes; the Products are designed exclusively for commercial use by farmers/advisors/service providers in the context of agricultural enterprises. Any purchase by Consumers is prohibited.

C. The Customer may access these T&Cs and any additional Product related terms and conditions at any time under the link [Legal](#) as well as by saving them in any format on a medium of their choice.

D. You can contact the Webshop via the [contact](#) form available on the website of the Webshop.

E. The purchase of Products required the acceptance of and adherence to additional terms and conditions applicable to these Products. The Customer is only allowed to use any purchased Products in strict compliance with all applicable laws (including but not limited to any relevant export control laws).

F. These T&Cs are an inseparable part of all contracts concluded by BAYER via the Webshop to the extent these contracts refer to these T&Cs. In case of contradiction of these T&Cs with any terms and conditions of Products offered in the Webshop or other terms and conditions of Bayer, the respective terms and conditions of these Products shall prevail, followed by these T&Cs.

II. Definitions (in the order of appearance in the T&Cs)

The terms used in the T&Cs shall have the following meanings:

A. T&Cs/General Terms and Conditions – this document that sets out the rights and obligations of BAYER and the Customer, as well as the conditions for placing orders, purchasing Products, and concluding Sales Contracts and License Agreements;

B. Webshop – a digital platform operated by BAYER that offers Products for sale and is available at [Agrocloud](#);

C. Order – a declaration of intent by the Customer constituting an offer to conclude a Sales Contract submitted by the Customer to BAYER, which is submitted via the functionality of the Webshop and contains information necessary for the conclusion and performance of the Sales Agreement;

D. Customer – an Entrepreneur who visits the Webshop and/or buys Products through it;

E. BAYER – Bayer CropScience Schweiz AG;



F. Product – a movable item (“Hardware”) or a License for a Software Application available in the Webshop and intended for sale on the basis of a Sales Contract concluded by BAYER with the Customer using the functionality of the Webshop; in the case of Hardware, e.g. at the moment the “MagicTrap”, the prerequisite for the use of the movable item, which can be purchased in accordance with these T&Cs is that the Customer must have downloaded the free MagicScout app. Without this MagicScout app, the hardware will not function as intended. With regard to the MagicScout app, the terms of use apply, which are displayed when downloading and installing the App. The Customer can use the Hardware to an extended scope if, in addition to the MagicScout app, he also acquires a right to use software developed and offered specifically for the Hardware (hereinafter "MagicTrap Software Application") as part of one of the service packages offered: Such a right of use can be purchased separately via the Webshop. Images from the MagicTrap and corresponding related analyses can only be made available by using both the MagicScout app and the MagicTrap Software Application in combination with the MagicTrap;

G. Consumer – a natural person who might be interested in the purchase of a Product Selection in the Webshop for a purpose that is not related to his or her trade, business, craft, or profession;

H. Entrepreneur – a natural person, a legal entity, or a legal entity without legal personality, who purchases Products in the Webshop for business purposes;

I. Sales Contract – a sales contract within the meaning of the Swiss Code of Obligations, which concerns the sale of the Product Selection covered by the Order by BAYER to the Customer, the terms of which are set out in these T&Cs;

J. License Agreement - an agreement under which BAYER grants the Customer a License;

K. License - a non-exclusive license to a Software Application;

L. Software Application – computer program or a collection of programs designed to perform specific tasks or functions for the user;

M. Product Selection - one or more Products;

N. User Account – an individual customer panel, available after Registration and login, marked with an e-mail address and password, used for purchasing Products through the Webshop, as well as for receiving information about the history of the Customer's Orders;

O. Guest Account - an individual customer panel, which - in case technically available - is used for purchasing Products via the Webshop as a “guest” (no username or password) without the option to access information about the history of the Customer's Orders on the website;

P. Cart – a service provided by BAYER in the Webshop, in which the Products added by the Customer to the Order are visible and allow placing and modifying the Order, as well as displaying the current value of the Order;

Q. Registration – a one-time action performed by the Customer in the Webshop, which consists of filling in the Registration form in order to create a User Account with a password;



R. Contract Territory – countries for which BAYER has decided to have the Webshop activated i.e., a purchase of Products from (billing address) and to (shipping address within the same country) in that country is possible. BAYER is free to adjust the countries from time to time;

S. Payment Service Provider - an entity providing payment services within the WebShop to its Customers. The Payment Service Provider is the online payment service provider Stripe Payments Europe, Ltd., The One Building, Lower Grand Canal Street, Dublin 2, Ireland.

III. General Rules for the Use of the Webshop

In order to access the Webshop, it is not necessary to meet special technical conditions through the Customer's computer or other device. All that is needed is internet access, an operating system, and a web browser.

A. In order to effectively use the functionality of the Webshop, it is necessary to activate cookies in the web browser. Cookies are used to maintain the Customer's session after logging into the account and to maintain the process of ordering. Detailed information on cookies can be found under the link [Data Privacy Statement](#).

B. The Customer undertakes to treat the access data to the system as well as passwords set up for this purpose with the utmost confidentiality and with the utmost care. BAYER reserves the right to terminate the authorization of use immediately if the multiple use of access data of an individual entitled person is discovered.

IV. User Account

A. Creating a user Account is free of charge. In order to create a User Account, the Customer must register through the form available on the website and provide the data provided in the Registration form, including, in particular, name (first and last), e-mail address, password.

B. The Customer undertakes to provide truthful information.

C. In the event of reasonable doubts as to the accuracy of the data provided by the Customer, BAYER may refrain from creating an account or suspend the functioning of the User Account until the doubts have been resolved.

D. User Account that violates these T&Cs may be blocked or deleted by BAYER.

E. Logging in with the User Account is done by entering the username and password set during Registration. The password defined during Registration needs to be a combination of lowercase characters, uppercase characters, numbers and special characters and minimum have a length of 8 characters. The password is individual for each Customer. The password in the User Account can be changed by entering the e-mail address and a new password. The Customer's username is the e-mail address provided during Registration.

F. Each Customer may only have one User Account.



G. The contract for the Registration of a User Account is concluded for an indefinite period of time. The Customer may terminate the contract for the management of the User Account and delete the User Account at any time without giving reasons and without incurring any fees in this regard via the “contact” form available on the website of the Webshop.

V. Ordering a Product and Conclusion of Contract

A. The purchase of Products offered in the Webshop is limited to Customers, who use them for their business (B2B); the Products are designed exclusively for commercial use by farmers/advisors/service providers in the context of agricultural enterprises. Any purchase by Consumers is prohibited.

B. The Webshop is only available to Customers within the activated countries within the Contract Territory for Orders, whereby deliveries (to the shipping address) may only be ordered to the country in which the Customer is domiciled (billing address).

C. The presentation of the Products in the Webshop does not constitute a legally binding offer, but an invitation to order.

D. To place an Order, the Customer must complete the following steps:

1. log in via User Account or as a guest as the case may be;
2. Select the Product Selection that is the subject of the Order and click on the "Add to cart" button;
3. Proceed to checkout by clicking the “checkout” button;
4. In case of Purchase of hardware Products (not relevant for licenses), enter shipping address or select from existing shipping addresses;
5. Proceed to payment by clicking the “Checkout” button: select the payment method and confirm billing address;
6. by ticking the appropriate boxes in the Order form:
 - a) Declare that the Customer is not a Consumer,
 - b) Confirm that all other Product-specific conditions (esp. License Agreement Terms) have been read and accepted and
 - c) Confirm that these T&Cs have been read and accepted;
 - d) If relevant for the respective Product and country, confirm potential additional locally applicable Customer related VAT-categorizations for tax reasons.

E. By clicking on the "Place Order" button, the Customer places a binding Order for the Product Selection listed on the Order page.

F. With the confirmed Order, these T&Cs are deemed to have been accepted by the Customer.



G. Immediately upon receipt of the Order, BAYER will confirm the Order by e-mail to the e-mail address provided at the time of the Order or linked to the User Account. This e-mail represents the acceptance of the Customer's offer, whereby the purchase contract between BAYER and the Customer is concluded immediately in the case of non-physical goods, in the case of physical goods by the time of their delivery.

H. If it is not possible to place an Order via the system, the Customer contacts BAYER via the [contact](#) form available on the website of the Webshop.

VI. Terms and Conditions of Sale, Payment and Price, Promotions

A. The prerequisite for the execution of the Order is the availability of the Product. It may happen that part of the Product Selection is temporarily unavailable. If a Product or Products are temporarily missing, no Order will be possible until the Product(s) is available again.

B. All prices indicated on the Website of the Webshop are indicated in the currency of the country of access to the Webshop by the Customer. Prices are displayed in net and gross values (incl. VAT) and do not include any shipping costs unless explicitly stated on the invoice. BAYER reserves the right to change the price of the Product at any time. The price at the time of the Order is binding for the Customer. Charge of shipping costs may differ depending on the country or Order and will be displayed (if applicable) in addition to the Product price on the invoice.

C. The availability of certain Products may be limited. If BAYER detects circumstances related to the limited availability of Products, it will mark them in the Webshop as "Products with limited availability" and at the same time indicate the maximum number of items that the Customer can purchase in a given period. In order to best meet the needs of the Customer, BAYER establishes quantitative restrictions on the ordering of Products with limited availability by the Customer. In this case the Customer can only purchase a certain maximum quantity of the Product with limited availability during a certain period of time.

D. Orders will only be delivered to a shipping address in the same activated country within the Contract Territory in which the Customer is domiciled (billing address).

E. The Customer has the option of paying for the Product as part of the Order placed in the following ways:

1. Amex (domestic, international)
2. Visa/Mastercard (domestic, international)
3. Any other locally available payment options, as the case may be.

F. The Customer must make payment for the ordered Product within 4 hours of confirming the Order. If payment is not made within this period, the Order will be considered cancelled at no additional cost to BAYER.

G. The payment date is the day on which the payment is credited to BAYER's account (in the case of an online transfer) or the payment service provider's account (in other cases).



H. Making a payment through the Payment Service Provider requires the establishment of a separate legal relationship with the Payment Service Provider and acceptance of its terms and conditions.

I. Off-setting against counterclaims of the Customer that are not recognized or have not been legally established is excluded.

J. Acceptance of the T&Cs means consent to receive invoices in electronic form.

K. Invoices for Orders are issued and delivered electronically to the Customer's e-mail address. The Customer hereby accepts this method of sending and receiving invoices. Invoices will also be available in the Customer's User Account.

L. BAYER reserves the right to run occasional promotions. The promotion is always valid for certain Products (hereinafter referred to as the "Promotional Product"), the availability of which is limited until stocks last or until the end of the specified period. The procedure and detailed rules of the Promotion will be set out in the terms and conditions of the Promotion (hereinafter referred to as the "Promotional Campaign Terms and Conditions"). In the event of a conflict between the Promotional Campaign Terms and Conditions and these T&Cs, the Promotional Campaign Terms and Conditions shall prevail.

M. The Promotional Campaign Terms and Conditions are made available under the link [Legal](#) in such a way that the Customer can read their Promotional Campaign Terms and Conditions at any time. The promotion provisions will also be made available to the Customer permanently on the website for inspection. If you wish to purchase a promotional Product, you agree to read the Promotional Campaign Terms and Conditions carefully. The Customer acknowledges that they must accept the Promotional Campaign Terms and Conditions in order to take advantage of the promotion. At the same time as ordering a promotional Product, the Customer will be asked to confirm each time that he has accepted the Promotional Campaign Terms and Conditions for the promotional Product.

N. Although every effort has been made to ensure that the Product information on the Webshop's website is correct, the packaging of the Product or the materials accompanying the Product may contain more or different information than that published in the Webshop. All information about the Products published on the website of the Webshop is provided for informational purposes only and it is recommended not to rely solely on them. Before using a Product, it is essential to read the information on the label, the leaflet, the warnings, and the instructions for use.

O. In the event of warnings regarding the safety of the use of the Products or for any other information, please refer to the information attached to the Product or use the [contact](#) form available on the website of the Webshop.

VII. Delivery

Hardware:



- A. The delivery of the Product is only possible to the shipping address in the same activated country within the Contract Territory from in which the Customer is domiciled (billing address). The delivery time of the Product to the Customer is up to 10 working days from the date of payment, unless a different date is specified in the description of the Product or in the Order.
- B. Delivery will be made to the shipping address indicated by the Customer in the Order. Delivery takes place on normal working days. Delivery is only relevant for goods/hardware not for licenses.
- C. Unless stated otherwise on the invoice, the delivery of the goods to the Customer shall be at the expense of the Customer.
- D. Upon delivery of the Product, the benefits and burdens associated with the item, as well as the risk of accidental loss or damage, shall pass to the Customer. In the event of delivery by a carrier or carrier other than BAYER, the delivery of the Product shall be deemed to have been completed as soon as the Product shall have been handed over by BAYER to the carrier or freight forwarder.
- E. If BAYER is unable to provide the service because the ordered Product is not available, BAYER is entitled to withdraw from it within thirty days of the conclusion of the Sales Contract.

Software:

- F. The process of accessing the Software Applications is explained in the Software Application access e-mail which will be sent to the Customer after the Purchase.

VIII. Contracts Concluded with the Customer / Liability

- A. The creation of a User Account and the placing of an Order on behalf of a legal entity or an organizational unit without legal personality is tantamount to making a declaration that the person placing the Order is authorized to represent the company on whose behalf the account was created, and the Order was placed. Creating a User Account or placing an Order without proper authorization will result in the liability of the person placing the Order for any damages resulting from this fact.
- B. In view of Software Applications the warranty and liability provisions of the respective License Agreement shall apply. In all other cases the following shall apply: Regardless of the legal nature of the claim asserted, BAYER shall only be liable for damages incurred by the Customer as a result of intentional or grossly negligent conduct on the part of BAYER. Any further liability is excluded to the extent permissible. BAYER shall only be liable to the



Customer for the typical damage foreseeable at the time of conclusion of and in connection with the contract, and shall not be liable for lost profits.

C. BAYER is also not responsible for any delay in shipping. BAYER assumes no responsibility for errors that are not within its area of responsibility, namely those of telecommunications service providers, the hosting provider or other third-party service providers.

IX. Complaints

A. In view of Software Applications the warranty and liability provisions of the respective License Agreement shall apply. In all other cases the following shall apply:

B. Products must be used in accordance with the label.

C. All oral or written information about the Products and their performance has been provided to the best of our knowledge and belief, but should not be construed as a representation or guarantee as to the performance or suitability of the Products.

D. BAYER can only guarantee that the Products sold comply with the specification and the label. Otherwise, all other warranties of any kind, express or implied, of merchantability, fitness for a particular purpose, or other matters relating to the Products, whether used alone or in combination with other Products, are excluded.

E. BAYER is obliged to deliver the Product to the Customer without defects.

F. The Customer must inspect the delivered Product(s) as quickly as possible and report any defects immediately.

G. A defect in the Product can be reported by the Customer in electronic form via the [contact](#) form available on the website of the Webshop.

H. BAYER reserves the right to remedy an existing defect or to deliver a defect-free item in the sense of a repair or replacement delivery.

I. If repair or subsequent delivery fails, the Customer is entitled to withdraw from the contract. This does not apply to insignificant defects. A right of the Customer to a reduction is excluded.

X. Protection of Personal Data

Detailed information on the processing of personal data of Customers when visiting our websites and purchasing Products can be found under the link [Data Privacy Statement](#). Additionally, personal data will be processed within the frame of the License Agreements concluded as provided for in the respective Data Privacy Statements to be found under the link [Legal](#).

XI. Provision of services by electronic means

A. In addition to the purchase of Products BAYER offers the following electronic services via the Webshop:

1. Setting up and maintenance of a customer Account in the Webshop;



2. Delivery of newsletters and marketing content related to innovations, new products online and offline, loyalty programs and farming academy to the e-mail address provided;
 3. Information about promotions and discount voucher codes;
 4. Invitations to events, survey and questionnaire participations
 5. Enabling you to send a message via the [contact](#) form available in the Webshop.
- B. The contract for the provision of services by electronic means is concluded at the time of the creation of a User Account by the Customer, at the time of subscribing to the newsletter service, as well as at the moment of the start of the use of a specific functionality of the Webshop that enables the use of a particular electronic service.
- C. The contract for the provision of electronic services, which consists of the creation and maintenance of a User Account in the Webshop and/or the provision of the newsletter service, is concluded for an indefinite period of time. With regard to other electronic services provided through the Webshop, the contract for the provision of these services is concluded for an indefinite period of time and ends at the time and upon termination of the use of the respective electronic service by the Customer and without the need to provide additional explanations.
- D. The Customer may terminate the Agreement referred to in 11.c. at any time and without giving any reason via the [contact](#) form available on the website of the WebShop.
- E. The Customer may submit a complaint about the services provided electronically by BAYER via the [contact](#) form available on the website of the Webshop.
- F. BAYER shall examine the complaint in relation to the services provided by electronic means within a maximum of 30 days from the date of its receipt and shall immediately inform the Customer of its results.

XII. Place of Jurisdiction and Applicable Law

The use of the website, the Webshop and the contractual relationship between the Customer and BAYER are subject to substantive Swiss law to the exclusion of the United Nations Convention on the International Sale of Goods of April 11, 1980. The ordinary court in the city of Basel has jurisdiction for disputes arising from these contractual relationships. BAYER reserves the right to bring lawsuits for violation of these T&Cs in the Customer's country of residence.

XIII. Final Provisions

- A. The T&Cs are effective from the date stated on the top.
- B. If any provision of these T&Cs is found to be illegal, void or otherwise unenforceable to the extent provided by law, such provision shall be excluded to that extent. In all other respects, the T&Cs remain in force.



C. BAYER may amend the provisions of the T&Cs after informing the Customers by publishing the text of the T&Cs on the website of the Webshop. Changes or added content of BAYER shall come into force after the expiry of 14 days from the date of publication of the added content of the T&Cs on the website of the Webshop.

D. The Customer who does not accept the planned changes to the T&Cs may terminate the Account creation agreement on the T&Cs specified in 4.g. of the T&Cs. If the Customer does not terminate the Agreement on the creation of a User Account before the effective date of the new wording of the T&Cs, it will become binding on the Customer from that date.

E. Changes in Product prices and the inclusion of new Products in the Webshop do not constitute a change to the T&Cs.

F. Orders placed during the validity of the previous version of the T&Cs will be processed in accordance with its provisions.

G. All graphic elements of the Webshop, the technical solutions used therein, the elements of the content and the way in which graphic elements and content are presented (layout), as well as software, databases and other materials placed in the Webshop are subject to the copyright of BAYER.

H. Neither BAYER nor Customer may assign or otherwise transfer the rights and obligations hereunder to any third party or contemplate any such action under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary herein, either party shall have the right, upon written notice, to assign this Agreement to the other party, to any of its affiliates or to any entity resulting from a merger, acquisition, reorganization or other business restructuring of such party. In addition, BAYER may subcontract its obligations under this Agreement to a third party, provided that BAYER remains responsible for the performance of the services under this Agreement. Any attempted assignment, subcontracting or other transfer in violation of this provision shall be null and void.