MACA Mini-Bulk Summit – Part 2
Syngenta
Syngenta Repack Contract

REPACK AND LABEL USE CONTRACT

SYNGENTA CROP PROTECTION, LLC.
RETAIL DEALER BULK PRODUCT CONSIGNMENT, STORAGE, CONTRACT REPACKAGING AND PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and effective as of this ____ day of _____, 20__, between _____ ("Company"), a(n) _____ corporation with its principal place of business at _____, and Syngenta Crop Protection, LLC. ("Syngenta"), a Delaware corporation with its principal place of business at 410 Swing Road, Greensboro, North Carolina, 27409.

From time to time, Syngenta may ship to Company's Facility (as defined herein) the Bulk Products (as defined herein), either as ship and bill or to be held under consignment, and Company may store, contract repackage and purchase such Bulk Products from a Syngenta authorized distributor in accordance with the terms of this Agreement and Company's commercial arrangements with the distributor.

IN CONSIDERATION of the mutual covenants contained herein, and intending to be legally bound, the parties agree as follows:

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11. **Repackaging Authorization.**

(a) Syngenta hereby grants to Company the right and authority to repackage the bulk Products designated on Exhibit A attached hereto and made a part hereof for each repackaging site or sites which may be used by Company hereunder. Such bulk products shall be repackaged from the Tank(s) only into approved containers as described in the attachment, and in all cases only in accordance with all instructions and guidelines provided by Syngenta and as stated in the Environmental Protection Agency Container and Containment Regulations on refillable containers, to Company and in accordance with the terms and conditions of this Agreement. Company is solely responsible for maintaining the integrity (including no cross-contamination) of the Product when repackaged into approved containers and Company shall repackage only Products which have not been adulterated or contaminated after delivery to Company hereunder.

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(b) Company shall follow all repackaging guidelines and instructions provided by Syngenta to Company from time to time, including those stated in the Environmental Protection Agency Container and Containment Regulations. If a container is being refilled, it must be refilled with the same or like Product. Company shall exhibit due diligence to ensure no risk of cross contamination. Syngenta shall provide Company with a sufficient supply of its labels for the Products which Company shall affix on and only on the containers of Products packaged hereunder, Company shall place its EPA establishment number and the net contents filled on the label for the Bulk Product for each container repackaged at Company's Facility. Syngenta hereby grants to Company the right and authority to use such labels only for the purposes of this Agreement.

(c) A signed copy of Exhibit A, attached hereto, with all sections completed, must be updated and signed annually, and be kept on file by Company at the physical location of each repackaging site utilized pursuant to this Agreement.

12. **Compliance with Laws.** Company agrees to comply with all applicable laws pertaining to its transport, handling, storage, repackaging, disposal, sale, use and application of the Products, and pertaining to EPA or other governmental entity record-keeping and reporting requirements for the Products.

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2012 SYNGENTA CROP PROTECTION, INC. BULK PRODUCT CONSIGNMENT, STORAGE, CONTRACT REPACKAGING AND PURCHASING CONTRACT
EXHIBIT A - APPROVAL FORM AND LIST OF ACCEPTABLE CONTAINERS

COMPANY NAME: _____

PHYSICAL ADDRESS OF REPACKAGING SITE: _____

_____

REPACKAGING SITE EPA ESTABLISHMENT NUMBER: _____

The following Syngenta Bulk Product(s) are authorized for repackaging at this site:

PRODUCT	(Please check box for product approved for repackaging at this site)	Current EPA Registration #	Category* of Container Syngenta Approves for Repackaging of this product**:	Approved Container Special Stipulation/Restriction for use (Please note – Syngenta always recommends refillable containers remain dedicated to a given product)
AATREX® 4L	☑	100-497	1,2,3,4,5	Cannot be stored in container having previously held a low rate herbicide
AXIAL® XL	☐	100-1256	1,2,3,4,5	
AXIAL® STAR	☐	100-1389	1,2,3,4,5	
BICEP LITE II MAGNUM®	☐	100-827	1,2,3,4,5	Cannot be stored in container having previously held a low rate herbicide
BICEP II MAGNUM®	☐	100-817	1,2,3,4,5	Cannot be stored in container having previously held a low rate herbicide
BICEP II MAGNUM® FC	☐	100-817	1,2,3,4,5	Cannot be stored in container having previously held a low rate herbicide
BOUNDARY® 6.5 EC	☐	100-1162	1,2,3,4,5	Cannot be stored in container having previously held a low rate herbicide
BRAVO® ZN	☑	50534-204-100	1,2,3,4,5	Exception to Category 2 – Excalibur tank with no bottom protective pallet is not allowed for repackaging of this product. Container is preferably dedicated to this product – but at a minimum, must be dedicated to Fungicide use only

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QUILT XCEL™	☑	100-1324	1,2,3,4,5	Container is preferably dedicated to this product – but at a minimum, must be dedicated to Fungicide use only
REGLONE®	☐	100-1061	2,3,4	Exception to Category 2 – Excalibur tank with no bottom protective pallet is not allowed for repackaging of this product.
SEQUENCE®	☐	100-1185	1,2,3,4,5	Cannot be stored in container having previously held a low rate herbicide
SYN-A17227A BULK	☐	100-1356	1,2,3,4,5	
TOUCHDOWN® CT	☐	100-1212	1,2,3,4,5	Cannot be stored in container having previously held a low rate herbicide
TOUCHDOWN HITECH®	☐	100-1182	1,2,3,4,5	Cannot be stored in container having previously held a low rate herbicide
TOUCHDOWN TOTAL®	☐	100-1169	1,2,3,4,5	Cannot be stored in container having previously held a low rate herbicide
TRAXION®	☐	100-1169	1,2,3,4,5	Cannot be stored in container having previously held a low rate herbicide
WARRIOR II WITH ZEON TECHNOLOGY®	☑	100-1295	2,3,4,5	Exception to Category 2 – Excalibur tank with no bottom protective pallet is not allowed for repackaging of this product. Container is preferably dedicated to this product – but at a minimum, must be dedicated to Insecticide use

*Categories of containers correlate directly with the "Portable Refillable Containers for Registered Liquid Pesticide Products" produced by Crop Life America, and attached to this document.

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CLA Industry Guideline for Acceptable Containers

	Category 1	Category 2	Category 3	Category 4	Category 5
Description:	Blow-molded inner container in cage or shell	Thick Wall container on a protective base-or legs	Thick wall, Proprietary Design	One Piece Container	One Piece Container
Bottom Discharge	with or without bottom discharge	with or without bottom discharge	with or without bottom discharge	No bottom discharge	with or without bottom discharge
Cylindrical/Square	Square	Square or Cylindrical	Square/Cylindrical or Custom	Cylindrical	Square or Cylindrical
Stackable	Yes	Yes	Yes or No	Yes & No	Yes
Options		May have top chime. May be equipped with a pump.	May have top chime. May be equipped with a pump.	May have top and bottom chimes	
Materials	HDPE bottle & Metal cage	HDPE and LLDPE Plastic	HDPE and LLDPE Plastic	HDPE and LLDPE Plastic	Stainless Steel
UN / DOT Authorization	UN 31HA2	UN31H1, UN31H2,	UN1H1, UN3H1, UN31H1, UN31H2, None	UN1H1, UN3H1, UN31H1, UN31H2,	UN1A1, UN31A1, DOT 57
Containers in each category include, but are not limited to, those pictured here.					

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