Definitions and Rules of Interpretation

1. Definitions

1.1. “Contractant(s)” means the individual or legal entity specified as Contractor in the Order.

1.2. “Cargill” means the company belonging to the economic group of Cargill Agrícola S/A in Brazil specified in the Order.

1.3. “General Conditions” mean these General Service Provision Conditions which establish the rights and obligations of Cargill and of the Contractor applicable to the provision of services that are the object of the Order.

1.4. “Order” means Cargill or the Contractor, when referred to in isolation and indistinctly.

1.5. “Parties” means Cargill and the Contractor, when referred to jointly.

1.6. “Order” means the purchase order issued by Cargill containing the specific conditions for providing the Services discriminated therein.

1.7. “Services” means the services described and characterizing the management of the service providers, who will be duly communicated on a timely basis;

1.8. The services provided within the timeframe established in the Order;

1.9. Comply with the guidelines established by Cargill relating to the management of the service providers, who will be duly communicated on a timely basis;

1.10. “Cargill” means the company belonging to the economic group of Cargill Agrícola S/A in Brazil specified in the Order.

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1.65. Comply with the guidelines established by Cargill relating to the management of the service providers, who will be duly communicated on a timely basis;
1.1. Cargill shall have the right (though not the obligation) to inspect and monitor the provision of the Services. The right of inspection prescribed in this clause does not extinguish the甲方’s obligations under the Order and/or these General Conditions. The Contractor undertakes, unconditionally and prior to the furnishing of the Services, to cause third parties or to Cargill as a result of shortcomings in the provision of the Services.

2. The Contractor shall be exclusively liable for all and any loss deriving from the delay in the provision of the Services.

3. The Contractor commits to repair all and any defects in the Services and pointed out by Cargill during the term of guarantee prescribed in the Order or in the business proposal of the Contractor, and is obligated to re-perform the Services immediately, at its entire account and risk, without any onus for Cargill throughout the guarantee period.

4. Should the Contractor fail to perform the Services in accordance with the provision in item ii of clause 4.1 above within 3 (three) business days counted from the date on which it receives communication from Cargill requesting repetition of the Services, Cargill is hereby authorized to hire a third party to do so.

5. It is hereby authorized for guarantees (financial or insurance) to provide and that the Services achieve the purposes for which they were intended for the term established by the current legislation or for the guarantee term established in the Order, whichever the greater. Even if the Contractor is not the direct provider of the Services, the Contractor shall be jointly liable for meeting the obligations established in this chapter.

8. Default and Defaulting Party.  
8.1. The delay by either Party in fulfilling any obligations assumed under these General Conditions, the Order and/or of the applicable legislation within the timeframe established in these General Conditions or in the Order shall be automatically characterized upon expiry of the term for meeting the corresponding obligation, regardless of advice or notice. For the obligations where the fulfillment term was not expressly established in the Order or these General Conditions, the delay shall be characterized as of the date on which the Party in delay receives written communication from the other Party.

8.2. The Seller shall indemnify Cargill or third parties for any loss and damages (moral, material or of any other nature) caused to Cargill or to third parties and provably related to actions or omissions by the Seller or to an act or fact assignable to the Seller and which is in disagreement with that stipulated in these General Conditions, the Order and/or in applicable legislation, and said indemnification shall always be limited to the value of the Order.

8.3. Should the Contractor be unable to provide the Services or suspects it might face a problem in fully meeting the obligations established in the Order or in these General Conditions, for any reason, it shall immediately notify Cargill, verbally and in writing. Said communication by the Contractor shall not exempt it, in any way whatever, from any obligation established in the Order and/or in these General Conditions.

9.1. These General Conditions, as well as the Order does not establish nor shall they establish any employment relationship between Cargill and the Contractor and/or its legal representatives, employees, workers or service providers, and the Contractor afford all the labor, social security, land and insurance charges, and shall be liable for the expenses relating to any labor claims brought against Cargill that are related to the Order or to these General Conditions, or to compliance or default on any obligations prescribed in the Order or in these General Conditions, there being no joint or subsidiary liability or any form of shared liability between the Parties.

9.2. Should the Contractor be an individual (for example, sole proprietor): it shall not be treated as an employee of Cargill for all legal effects, including but not limited to the purposes of federal, state or municipal taxes. The Contractor shall be solely responsible for submitting all federal, state and municipal tax returns, including the proper reporting of federal, state and local social security contributions, and all necessary and appropriate state and federal withholding taxes and similar charges.

9.3. The Contractor commits to preserve and keep Cargill to the free and clear of claims, complaints, actions, labor suits and representations of any kind, relating to the activities carried out by the Contractor or by third parties in meeting the obligations of Contractor under the Order or these General Conditions.

9.4. Should the Contractor or any other party related to the Contractor, including but not limited to its partner, legal representative, supplier, client, employee, former employee or any third party creditor of any kind of the Contractor come to file action, a labor complaint or any other judicial or extrajudicial measure against Cargill, the Contractor hereby shall:

(i) appear as defendant to suit; and

(ii) pay Cargill legal counsel fees and other costs laid down therein in the defense of its interests in the legal action referred to in this clause 9.4, including but not limited to travel, accommodation, food expenses, etc.

10.1. In addition to the other hypotheses of termination prescribed in specific provisions of these General Conditions, the General Conditions and the Order may only be rescinded in the following cases:

(i) by either Party, in the event of insolvency, filing for or declaration of bankruptcy, application for court-supervised and/or extrajudicial reorganization of the other Party, regardless of any prior notice; (ii) by Cargill, at its discretion, in the hypotheses of (a) any paralyzation of the activities of the Contractor and/or its suppliers and that demonstrate, at the discretion of Cargill, that might adversely affect in some way the provision of the Services in the conditions and within the term stipulated in the Order and in these General Conditions; or (b) default or delay, by the Contractor, of any of the obligations attributed thereto (Contractor) in these General Conditions or in the Order;

(iii) by the Contractor, should Cargill fail to make the payments effectively due in the terms of the Order and of these General Conditions within 30 (thirty) business days counted from the date of receiving written notice sent by the Contractor to Cargill for latter to make payment of the past due amount, if applicable.

10.2. Any indemnification or fine owed by Cargill to the Contractor under the Order and/or of these General Conditions shall be limited to 10% (ten) percent of the total price of the Services, by liquidation.

10.3. The Parties may, for any or no reason, rescind the present General Conditions and/or the Order, without paying a fine, provided they send written communication to the other Party at least 30 (thirty) days in advance.

10.4. Should the Parties agreed that the Contractor may automatically terminate, without observing prior notice, the present General Conditions and the Order, in the event of default by the Seller on the provisions established in the present General Conditions and the Order.

11.1. The Contractor shall maintain absolute privacy of all the information disclosed thereto by Cargill, including, but not limited to any data, materials, information, documents and technical specifications which it gains knowledge of or has access to, or which is entrusted thereto, whether or not related to the object of the respective Order. This obligation shall remain valid for a further five years after meeting all obligations of the Contractor under the Order and these General Conditions, or rescission/termination thereof.


11.2.1. All notices, requests, applications and other communications sent to either Party, relating to these General Conditions and/or the Order shall be in writing to be deemed valid, and sent to the addresses of the Parties specified in the Order.


13.1. Neither Party may, without the prior and expressed consent of the other Party, assign or transfer, in whole or in part, any of its rights or obligations assumed under the Order and/or these General Conditions to any company within its economic group.

13.2. The Contractor hereby undertakes, irrevocably and unchangeably, not to assign, give as collateral, securitize or in any way transfer to third parties any credits it may hold against Cargill and that are related to the Order and/or to these General Conditions, without expressed written authorization from Cargill. Any assignment made in default of this obligation shall be deemed lawfully null and void, being considered duly realized all the payments made by Cargill directly to the Contractor and disregarding such debts against Cargill.

13.3. Failure by either Party to demand compliance with any obligation or condition established in these General Conditions or the Order shall be considered mere tolerance, not implying novation, nor the waiver of the right to demand it in the future, not affecting the validity of these General Conditions and of the Order and any of its provisions.

13.4. The obligations of each Party established in these General Conditions or the Order constitute legal, valid, binding and enforceable obligations in accordance with their very terms, and substitute all prior contracts, proposal, representations, negotiations and understandings, be they verbal or in writing, providing on the object hereof, in whatever and/or extrajudicial legal or in judicial legal, being the obligations established in these General Conditions shall only be amended in writing, with due regard for the following: (i) the Order can only be altered by sending a rectifying request from Cargill to the Contractor; and (ii) these General Conditions can only be altered by way of an amendment signed by the Parties or their duly-accredited legal representatives.

13.5. Should any of these provisions of these General Conditions and/or the Order come to be considered null and/or contrary to Brazilian law, by any government authorizing the termination or court decision allowing for modifications, the obligations and provisions shall not be affected and shall remain in force.

13.6. The Contractor may not use the marks, registered trademarks, logos, service marks or other marks owned by Cargill in any way whatever, including, among others, advertising, lists of users or client lists, unless the Contractor obtains prior written consent from Cargill.

13.7. The Parties hereby elect the courts of the Judicial District of São Paulo, State of São Paulo, as the only courts to accept and judge any query or controversy arising from these General Conditions and/or the Order, expressly waiving any other court, however privileged it may be. Contractor hereby acknowledges and agrees to fully comply with Cargill’s Supplier Code of Conduct, which can be accessed in its entirety at www.cargill.com/supplier-code.