



General Purchasing Terms and Conditions of Bayer Nordic Region

1. General

1.1 These terms and conditions of purchasing (hereafter 'General Terms') shall apply to all Products and Services purchased by Bayer Oy, Bayer Nordic SE, Bayer A/S, Bayer AS, Bayer Norway AS and Bayer AB (hereafter 'Buyer') from its suppliers (hereafter 'Supplier') and Supplier shall be deemed to accept these General Terms by supplying any Products or Services, unless specifically agreed otherwise in writing between Supplier and Buyer.

1.2 Conflicting or divergent delivery conditions or other restrictions of the Supplier shall not be acknowledged unless the Buyer has expressly agreed to these conditions in writing in each individual case.

2. Ordering

2.1 Orders from the Buyer must be in writing and shall be based exclusively on these General Terms to the extent the order or does not contain any regulations to the contrary, or unless specifically agreed otherwise in writing between Supplier and Buyer. In case of doubt, the content of discussions conducted verbally and by telephone shall only be binding if confirmed in writing.

The Supplier shall check orders without delay for any errors, ambiguities, incompleteness or lack of suitability in respect of the specifications selected by the Purchaser for the intended use of such orders and shall notify the Purchaser immediately of any necessity for changes to or for specifying such orders in more detail.

2.2 The Supplier is obliged to confirm all orders and amended orders in writing, treating them as separate correspondence.

3. Delivery

3.1 Orders are subject to Incoterms 2010. The transfer of title shall take place on transfer of risk.

3.2 Delivery of the Products shall take place according to the terms agreed between Supplier and Buyer, in such quantities and at such times as Buyer shall have designated in any order or other communication to Supplier.

3.3 The supplier should at all times do his utmost to meet the agreed delivery time and other contractual obligations. Insofar as the Supplier is aware that he is unable to fulfil his delivery and other contractual obligations in whole or in part or in a timely manner, he shall notify the Buyer of any such circumstance without delay and shall state the reasons for and the potential duration of any such delay. The acceptance of late deliveries shall not constitute a waiver by Buyer of its right to cancel an order or to refuse to accept further deliveries.

3.4 In the event that the Supplier does not complete the order within the agreed delivery period, he shall be liable in accordance with law and as may otherwise be agreed by the parties.

4. Warranty, Notification of Defects and Liability

4.1 The Supplier shall warrant that the goods supplied are without any defects, which may reduce their value or affect their usability, that they are in accordance with agreed specifications, that they are suitable for intended use and that they conform both to generally accepted technical practice and to applicable regulations.

4.2 In the event that the supplier has guaranteed the properties or durability of the goods supplied, the Buyer may also assert a claim under the terms of such a guarantee. This shall not apply to defects or damage to the object of delivery caused by:

- a) normal wear and tear;
- b) improper handling on the part of the Buyer

The Buyer shall notify the Supplier of any defect of the products delivered as soon as these are discovered in the regular course of business.

4.3 The Supplier's warranty shall also cover any items manufactured by subcontractors.

4.4 Products, which are subject to complaint under the warranty, shall remain at the Buyer's disposal until replacements have been supplied, whereupon they shall become the property of the Supplier.

4.5 If the Supplier is not able to remedy a defect, the Buyer may remedy the defect himself at the Supplier's expense.

5. Insurance

5.1 Transport insurance shall be taken out by the Buyer, unless otherwise stipulated in the agreement or order.

5.2 The Supplier shall conclude at his own expense adequate third party liability insurance to cover any damage caused by the Supplier, his staff or his representatives resulting from services rendered or any goods or items delivered.

5.3 The Supplier shall provide the Buyer with documentation indicating the amount insured per occurrence of damage if so requested.

6. Dispatch Requirements

6.1 The Supplier is obliged to provide for each individual consignment a detailed dispatch note on the date of dispatch, separate from goods



and invoice. Goods shall be accompanied by a delivery note and a packing slip. In the event that goods are to be dispatched by ship, the dispatch documentation and invoice shall specify the names of the shipping company and the ship. If not otherwise instructed by the Buyer, the Supplier shall choose a mode of transport, which is most beneficial and most suitable for the Buyer. All dispatch notes, packing slips, bills of lading and invoices as well as all outer packaging etc. must indicate the complete order reference and details concerning the unloading point specified by the Buyer.

- 6.2 The Supplier is obliged to pack, mark and dispatch dangerous goods in accordance with relevant national and international regulations. Accompanying documentation must indicate the risk category of the goods supplied and any further stipulations, which may be required pursuant to the relevant transportation regulations.
- 6.3 The Supplier shall be liable for any damage caused by the non-compliance with these provisions and shall be responsible for the payment of any costs thereby incurred. The Supplier shall be responsible for ensuring compliance with said shipping requirements on the part of sub-suppliers.
- 6.4 Any consignments of which the Buyer is unable to take delivery due to the non-compliance with these provisions shall be stored at the Supplier's expense and risk. The Buyer shall be entitled to ascertain the contents and condition of such consignments.

7. Pricing

- 7.1 The price for the Products or Services to be paid by Buyer shall be inclusive of any value added tax, which shall be separately specified to Buyer.
- 7.2 For the duration of the supply relationship, no increase in the price may be made (whether on account of foreign exchange fluctuations, currency regulations, changes in duties or taxes, increase in the cost of raw materials, labour, energy, transport or otherwise), without the prior written consent of Buyer.
- 7.3 If the Supplier reduces his prices and improves the conditions during the period between order and delivery, the prices or conditions valid at the date of dispatch shall apply.

8. Invoicing and Payment

- 8.1 The Supplier has to comply with the requirements for supplier invoices, as outlined on Bayer's supplier portal <http://www.bayer.com/en/procurement.aspx>.
- 8.2 A payment shall not be deemed to constitute the acceptance of conditions and prices. The time of payment shall be without prejudice to the Supplier's warranty obligations.

9. Documentation

- 9.1 All drawings, standards, guidelines, methods of analysis, formulas and other documents provided to the Supplier by the Purchaser for the purpose of manufacturing the goods to be supplied and any such documents drawn up by the Supplier in accordance with special instructions submitted by the Buyer shall remain the property of the Buyer and may not be used for any other purpose, reproduced or made available to third parties by the Supplier. The Supplier shall deliver all such documentation and all copies and duplicates thereof without delay if so requested. The Buyer shall retain the industrial property rights to all documents provided to the Supplier. The Supplier is obliged to treat all enquiries and orders and all work associated therewith with strictest confidence. The Supplier shall be liable for any loss incurred by the Buyer arising as a result of a breach of any one of these obligations by the Supplier.
- 9.2 The Supplier shall provide the Buyer free of charge with all documents required for using, assembling, installing, processing, storing, operating, servicing, inspecting, maintaining or repairing the goods supplied and shall provide any such documents in a timely manner, and without being specifically requested to do so.
- 9.3 Any standards and guidelines specified by the Buyer shall apply as amended. The Supplier shall request the Buyer in time to provide him with the Buyer's factory standards and guidelines, provided these have not already been made available.
- 9.4 The Supplier guarantees that patents, licenses or industrial property rights of third parties will not be infringed against as a result of the supply or use of the goods supplied. Any license fees are borne by the Supplier.

10. Advertising Material

- 10.1 The Supplier shall not refer to business relations with the Buyer in any information or advertising material without the Buyer's express written agreement.

11. Sustainability

- 11.1 Supplier is expected to share the principles and act in accordance with Bayer's Supplier Code of Conduct, which sets forth key social, ecological and ethical standards for business conduct. The valid Supplier Code of Conduct is available on Buyer's website www.bayer.com.

12. Applicable Law and Place of Jurisdiction

- 12.1 Disputes arising under the agreement and any matter related thereto will be decided in accordance with the legislation on arbitration in the Buyer's country.