ARTICLE 1 - SCOPE
These General Conditions of Purchase (hereinafter "GCP") apply to all orders placed by BAYER HEALTHCARE a BAYER SA representative office (hereinafter "BAYER"), as well as to any amendments relating to such orders, according to the following principles: (i) the General Conditions of Purchase (hereinafter the "Supplier"), the acceptance of the order imply full acceptance of these GCP.

ARTICLE 2 - ACCEPTANCE OF THE GCP AND ORDERS
The Supplier shall prepare its offer in the form of a quote in accordance with the "call for tenders" or "invitation to tender" (hereinafter "call") and shall communicate by BAYER prior to the order. The Supplier's offer shall take into consideration all legal, administrative and technical constraint due to the execution of the order and, where necessary, or due to the facilities where the goods will be installed and/or the services provided. The offer shall include all the necessary. The offer shall include all the necessary. The issuance of an order by BAYER shall be interpreted as an acceptance of the offer. Only an order may be deemed as binding between the Parties. Any reservation expressed by the Supplier after the order shall only be binding after BAYER's acceptance and the placing of a new order.

In certain cases, a budget allowance will be estimated as an indication for the set of supplies that BAYER may entrust to the Supplier over a reference period of time.

ARTICLE 3 - PROVISIONS REGULATING BAYER'S PAYMENT

4.2 Deadlines: The order shall specify the deadlines at which the Supplier shall deliver the goods or is expected to have reached an identified situation in the performances of the services. In case of delay with respect to the contractual deadlines, except where such delay is exclusively at the Supplier's risk, the Supplier shall be liable for delay penalties without the need for BAYER to send prior formal notice. Save as otherwise provided for in the order, the Supplier shall be liable for any delay with respect to the contractual deadlines, and the amount of any such penalties for delay shall be equal to 2% of the total amount of the order per week of delay, without prejudice to any damages that BAYER may claim in addition.

4.3 Information: Given its field of expertise, the Supplier is required to provide to BAYER a duty to provide advice and information, in the case where BAYER imposes certain types of materials, brands or suppliers. The Supplier shall train its personnel in such environmental risks and may be required to provide evidence of such training. Finally, the Supplier undertakes to comply with BAYER's regulations in particular those relating to the management of any type of waste that it may generate, as well as noise-abatement requirements. Transport vehicles, maintenance material and heavy equipment used within the site which may constitute an annoyance to the neighbourhood, shall comply with the regulations.

4.6 Compliance with social regulations and the fight against illicit work: the Supplier shall comply with the regimes and the EU regulations in force repressing concealed work. It shall provide BAYER with the latter's request, with any records that may demonstrate that it has complied with its obligations with respect to the Labour Code. Similarly, the Supplier declares that it complies with the regimes and the EU regulations in force repressing the employment of workers and ensures that it adapts its practices to regulatory changes. The Parties expressly agree that the Supplier's personnel and/or sub-contractors shall be under the Supplier's sole authority without any subordination in respect of BAYER.

4.7 Social and Ethical Standards: The Supplier is expected to organize its business with respect to the applicable laws and regulations of the countries in which the Supplier works with a view to maintaining transparency in its affairs and with respect to the negotiations (including fees) in connection with the purchase of goods or services. The Supplier shall not use, for any purpose, any means of political influence or corruption in connection with the purchase of goods or services. The Supplier is expected to maintain and develop a business policy in respect of the management of its relationships with third parties and to comply with the regulations in force repressing corruption. The Supplier undertakes to be a professional of the fair dealing's principles.

ARTICLE 5 - BAYER'S OBLIGATIONS
Provided that the object of the order complies with the contractual specifications and that he goods and/or services are compliant pursuant to article 4.1 above, BAYER shall perform the reception of the goods and/or services and pay the price in accordance with Article 3. Except as otherwise provided for by BAYER in the back of the order, for supplied goods, BAYER will perform the reception within eight (8) working days after the delivery of the goods. If the reception is not performed, the Supplier shall be considered to be in default of performance by the Supplier. However, where the goods and/or services require the setting up of testing after their completion and/or delivery at BAYER, the reception shall be performed within eight (8) days from the performance of such tests aimed to prove their conformity with such goods, and compliance.

Where the reception of the goods and/or services is issued with reservations, BAYER shall inform the Supplier as soon as possible. The Supplier and BAYER shall then agree on an action plan to remedy, at the Supplier's expense, any defects detected, associated with a deadline for corrective actions that may not, in any case, exceed one (1) month. If the Supplier fails to perform the actions required, BAYER shall be entitled to subcontract the execution of the actions at the Supplier's expense, and the Supplier will be responsible for the retention of the work performed. If the Supplier, after being duly summoned, were not present during the reception operations, the disorders being, in that case, deemed to be jointly detected, BAYER may, without prejudice to any claims for damages, execute, by right, or have executed by a third party, the necessary purchases and services, at the Supplier's expense, upon presentation of the relevant evidence.

ARTICLE 6 - SHIPMENT OF GOODS
In case where the shipment method is not imposed by BAYER, the shipment shall be performed in its best interests. The use by the Supplier of refrigerated vehicles or vehicles set temperature is allowed unless otherwise provided for on the back of the order. For railway transport, the Supplier shall obtain the lowest rate. In the event of non-compliance with this clause, it will support any overpayment resulting from the rate difference charged by the railway company. Where the shipment is by truck, by post or by postal package, the Supplier shall send, by certified letter and/or send the goods with a declared value where such value is higher than the maximum compensation granted by the carrier or the postal company in case of loss or damage. Partial deliveries shall be considered acceptance.

For each delivery, the Supplier shall send without delay to the receiving facility a WAY BILL recalling BAYER's order references, the date and method of shipment, the number and description of the packaged goods, and the date and weight of the gross and net weight and, where applicable, the number of carriages. For chemicals, the Supplier shall attach the analysis certificates of the products. Furthermore, the Supplier shall ensure that the goods are accompanied by the corresponding Material Safety Data Sheet (MSDS), prepared in both French and English. The Supplier shall be under this obligation for the first delivery of the goods, and subsequently for each review of the MSDS.

Any disbursements made by BAYER at the time of the arrival of the goods shall be withheld from the Supplier who redirected them, BAYER's payments being made upon the receipt of an invoice from the Supplier which shall be first accepted.

ARTICLE 7 - LIABILITY-WARRANTY
The Supplier is liable to BAYER and where applicable, to third parties, for any material, personal or moral damages, to the goods and persons, that is caused by the Supplier itself or by any third party acting on its behalf, that may have occurred during the execution of the order or that may result from any non-performance or incorrect execution of the order, in particular related to defects in the design, compliance, manufacture, operation or performance of the goods and/or services and of any applicable hidden defects. Damages may occur both, during the performance of the order or after performing the order as a direct and/or indirect consequence of these obligations.

Any assistance that BAYER may provide to the Supplier in the manufacture of the goods and/or performance of the services, and any monitoring that BAYER may carry out in this connection, may be considered as an assistance to the Supplier's goods and/or services. The Supplier shall remain solely liable for such goods and/or services, in the understanding that the reception by BAYER does not exempt the Supplier from its contractual liability.

Where non-compliant goods have been used by BAYER in the manufacture of finished products, BAYER has the right to request the Supplier undertakes to provide all relevant information necessary for BAYER to identify and trace the non-compliant goods, and this in order to allow BAYER to implement any actions that it deems necessary. The Supplier grants BAYER a warranty that covers, free of any cost and of any additional expenses whatsoever, the repair of the goods or correction of the services, in order to ensure their proper operation and to achieve the performance as
defined in the Request for Quotation. This warranty will be due for a minimum of one (1) year and it will enter into force on the date of reception without reservations, unless otherwise provided for in the order. Unless otherwise specified in the order, the replacement of a defective component will be the warranty period lasting a new warranty period of one (1) year, unless the failure is caused by the defect. However, when the replacement does not cause a component of a good but to the entire system, requiring its entire replacement, a new warranty period of a maximum of one year shall be granted upon receipt, without reservations, of the new supply.

ARTICLE 8 - INSURANCE
Each Party shall obtain all the insurance policies necessary to protect the other Party, their clients or third parties, from any damage under their responsibilities such as defined in the GCP. Accordingly, each Party shall provide evidence of such insurance coverage to BAYER within one (1) month from the date of the execution of the Order. Where the Information is disclosed, the Supplier shall undertake to keep strictly confidential and not to disclose or allow the instituting Party or any third party to do so, without prior agreement in writing from BAYER.

ARTICLE 9 - FORCE MAJEURE
Upon occurrence of external, unforeseeable and irresistible event, the defaulting Party shall inform the other Party as soon as possible by any means, and subsequently by registered letter with acknowledgement of receipt within seventy-two (72) hours from the date at which it became aware of the event or event causing an event of force majeure. To the best of its ability, each Party shall take any necessary provisional measures to reduce the consequences of the event of force majeure. Should the force majeure event continue for at least thirty (30) calendar days from the notification of its occurrence, the order may be terminated, by registered letter with acknowledgement of receipt, by any of the Parties, even where provisional measures have been taken.

ARTICLE 10 - TRANSFER OF OWNERSHIP, CUSTODY AND RISK
Unless otherwise provided for in the Order, the transfer of risk and of ownership takes place, by default, when the goods are made available at the location agreed upon between the Parties. The risk and ownership will be transferred to the Supplier, and the cost of all shipments and delivery charges will be charged to the Supplier in accordance with the Incoterms defined in the Order. In case the goods are manufactured or processed by the Supplier, the cost of the materials and labour associated with the manufacture or the processing of the order, or the added value of the manufacture or the processing, shall be added to the price of the order, and in particular, BAYER only upon signature of the certificate of reception in accordance with the provisions of Article 5 hereinafore.

ARTICLE 11 - INDUSTRIAL AND INTELLECTUAL PROPERTY
BAYER and the Supplier retain the ownership and exclusive use of all industrial and/or intellectual property rights that belong to them, and of which the Supplier may have acquired knowledge in the course of the execution of the order.

The results of studies, services and/or equipment developed specifically for BAYER by the Supplier shall become, automatically and as they accrue from time to time in the course of the execution of the order, the exclusive property of BAYER, which may use them without any restriction as they are or after adaptation. The Supplier transfers to BAYER, exclusively, irrevocably and worldwide (save provisions to the contrary) all property rights over the creations that may be protected by industrial and intellectual property rights, in particular plans, drawings, diagrams, graphs, as well as any software developed in the course of the execution of the order, and in particular, the right to reproduce, represent, market, incorporate and adapt, for the legal life of these rights, and without any limitations of scope or purpose. Therefore, the Supplier may not conserve any right to the use of said creations.

It is up to the Supplier to obtain from third parties (i) the transfer to BAYER of all the rights resulting from the order and the information provided hereunder; (ii) the licensing; and (iii) any potential authorisations needed. The Supplier undertakes to bear any relevant duties, royalties or compensations or to modify the supplies, at its expense, in order to ensure the transfer of rights. Similarly, the Supplier shall be responsible for the transfer of all the rights, the Supplier undertakes to state in writing, the scope and limitations of the rights obtained by it, and shall obtain from BAYER, prior express agreement over a limitation of transfer. The Supplier indemnifies BAYER against any action which may be taken against it by any third parties, based on industrial and/or intellectual property rights, or any other legal cases, regarding the supplies, materials, means and/or products used by the Supplier in its supply to BAYER, particularly on the basis of the decrees, drawings, models, brands and other information, which, incidentally, is also a property. Where a third party brings an action, whether justified or not, the Supplier shall also reimburse BAYER in full for any expenses incurred, including in its defence.

ARTICLE 12 - USE OF DOCUMENTS – CONFIDENTIALITY
The Parties undertake to keep strictly confidential and not to disclose or allow the disclosure by any means whatsoever, of any information transmitted by the other Party and which the other Party has designated as confidential or valuable. The Parties undertake not to use such Information for any other purpose than those expressly authorised by the other Party. The Parties undertake to disclose the Information only to members of their staff and/or sub-contractors who will need it for the successful execution of the Order, and to take any action possible to ensure their compliance with the above mentioned confidentiality obligations.

The confidentiality obligations under these GCP shall not cover any Information which the Party receiving the information may demonstrate (i) that the Information was in its possession and freely available to it before its transmission by the disclosing Party, and that it was not aware of its existence, even though such Information was in the public domain at the time that it was disclosed by the disclosing Party; (ii) that the Information entered the public domain without any fault, action or omission on its part; or (iii) that it has not been provided to it without any confidentiality obligation towards a third party that was legally entitled to transmit it.

The above confidentiality obligation shall survive for ten (10) years from the time of disclosure.

The Supplier is hereby informed that the nominative records potentially transmitted by BAYER in order to achieve the services, are protected by the Data Protection Act of 1978 as amended in 2004, relating to the protection of individuals with respect to the processing of personal data. As such, the Supplier undertakes to take all necessary precaution to ensure the security of information and particularly to protect data from any accidental or illegal destruction, accidental loss, alteration, dissemination or otherwise unauthorised access, in particular where processing involves data transmission over a network, as well as from any other form of illegal processing or communication to unauthorised persons.

ARTICLE 13 - TERMINATION
Without prejudice to any claim for damages, in the case one of the Parties has committed a breach of its obligations under the GCP, or if the other Party undertakes to keep strictly confidential and not to disclose or allow the other Party to do so, without prior agreement in writing from BAYER, are protected by the GCP. The Parties undertake to disclose the Information strictly in the strictest confidentiality, and not to disclose or allow the disclosing Party to do so, without prior agreement in writing from BAYER.

The Supplier is hereby informed that the nominative records potentially transmitted by BAYER in order to achieve the services, are protected by the Data Protection Act of 1978 as amended in 2004, relating to the protection of individuals with respect to the processing of personal data. As such, the Supplier undertakes to take all necessary precaution to ensure the security of information and particularly to protect data from any accidental or illegal destruction, accidental loss, alteration, dissemination or otherwise unauthorised access, in particular where processing involves data transmission over a network, as well as from any other form of illegal processing or communication to unauthorised persons.

ARTICLE 14 - DATA PRIVACY
In the frame of the contractual and/or commercial relationship between the Supplier and BAYER, we would like to inform you that BAYER will process your personal data. The Supplier hereby accepts that the Supplier shall enable BAYER to collect and process its personal data, in the frame of the current commercial and/or contractual relationship. For the processing of your data we will to some extent use specialized service contractors. Such service contractors are carefully selected and regularly monitored by us. Based on respective data processing agreements, they will only process personal data in accordance with our instructions.

Your personal data may be transferred to a country for which the European Commission has not decided that it ensures an adequate level of data protection, and therefore we apply standard data protection clauses adopted by the European Commission as appropriate safeguards. You can obtain a copy of them by contacting Bayer’s Data Privacy Officer cited below.

We only retain personal data for as long as is necessary for the purpose of a continuous customer relationship with you. After 2 years of inactivity, your personal data will be automatically archived for 3 years and then deleted, except where otherwise provided by law (e.g. in connection with a contractual arrangement or pending litigation).

You have the right to request from us information about your personal data, access to and to rectify and/or erase the same, or to object to processing as well as the right to data portability. You also have the right to lodge a complaint with the data protection supervisory authority. You may at any time revoke your consent with regard to the processing of your personal data. Should you withdraw your consent, we will not be able to process your personal data and there will be no adverse consequences for you if you do not provide your personal data.

For any questions you may have with respect to data privacy and/or your consent, or if you wish to exercise your rights, please contact our data protection officer: Bayer HealthCare – Bureau de Liaison de Bayer SA – Immeuble Lake Forum, les Berges du Lac II, 1053 Les Berges du Lac II-Tunisie-Tunisie or send an e-mail to: data-privacy-Tunisie@bayer.com.

ARTICLE 15 - SUB-CONTRACTORS
The Supplier undertakes not to sub-contract, in whole or in part, its obligations under the order, without obtaining BAYER’s prior authorisation in writing. Where the Supplier is authorised to sub-contract, the supplier may use, under its own responsibility, a sub-contractor under the conditions provided and defined by Law.

ARTICLE 16 APPLICABLE LAW AND JURISDICTION
The relations between BAYER and its Supplier are governed and construed in accordance with the laws of Tunisia (no application of the conflict-of-law rules). Any dispute between the Parties relating to the validity, interpretation or execution of these GCP is of the exclusive jurisdiction of the Tunis Court.

ARTICLE 17 GENERAL INFORMATION
14.1. Independence: BAYER and the Supplier shall each assume the normal risks of their operations and declare that they are both contracting freely and are not bound by any commitment which may jointly and severally oblige them with respect to third parties without their express consent in writing.

14.2. Amendments: The Parties may not benefit from any contractual amendment unless its terms have been expressly accepted by the way of a new Order or amendment to the Order. Exceptionally, only in emergency situations or for safety reasons, the Supplier shall be authorized, spontaneously, to make changes and/or adaptations to the materials or structures, which, in the course of the execution of the order, may be necessary for safety reasons such as defined by legal standards or by the standards in the Request for Quotation; provided however, that the Supplier shall immediately inform BAYER of such by any means that allows an acknowledgement of receipt.

14.3. Dependency: The Supplier declares that it is not economically dependent with respect to the orders issued by BAYER. This situation is assumed to continue throughout the duration of the orders and the Supplier undertakes to declare to BAYER any change in its situation that may cause it to become economically dependent with respect to the Supplier's undertakings under the GCP. The Supplier declares that it is not under the situation of suspension of payment and undertakes to inform BAYER in a timely manner, of any financial difficulties that may compromise the successful and complete execution of the orders. If such financial difficulties occur, the Supplier shall declare it to BAYER. If BAYER is not in a position to continue the contractual commitments in progress, subject to the application of compulsory legal provisions in such matters.

14.4. Assignment: It is recalled that the order if concluded intuitu personae with the Supplier, whether the business is operated by an individual or as a company. Therefore, the order may not be transferred to a third party without prior notice. BAYER shall have the right to assign all or part of its rights and obligations under an order to a sole or successor in BAYER or to a third party, in the absence of prior notice. BAYER reserves the right to terminate the Order of right and without prior notice.