



## ME Purchase Order Terms and Conditions

Bayer takes the responsibility concerning social, ecological and ethical principles and also expects its suppliers to conduct its business in conformity with the Bayer Supplier Code of Conduct (as per attached). Bayer shall have the right to audit the sustainability performance of a supplier, either by assessment (online, paper questionnaire, etc.) or by onsite audit, executed by Bayer or by a third party. The sustainability performance of a supplier will be evaluated by comparing it with the principles outlined in the Bayer Supplier Code of Conduct.

("Bayer") agrees to purchase and the supplier identified by Bayer on the face of this purchase order (the "Supplier") agrees to sell the "product" (Goods/Services) described in this purchase order including in any document or Schedule referred to or incorporated by reference in this purchase order (collectively, the "Order"), according to the following:

- 1. Governing Terms and Conditions:** The terms and conditions set forth in this Order and any master purchase agreement extant between the parties shall constitute the sole and exclusive agreement between Bayer and Supplier and this Order and any master purchase agreement extant between the parties shall supersede all prior agreements or commitments, whether oral or written. Acceptance of this Order is expressly limited to acceptance of the terms and conditions set forth in this Order only. Bayer hereby gives notice that it objects to and rejects any terms or conditions contained in any document which has been or may in the future be supplied by Supplier to Bayer which are in addition to, different from, inconsistent with or attempt to vary any of the terms or conditions of this Order whether such terms or conditions are set forth in Supplier's tender, proposal, order acknowledgement, invoice or otherwise. Bayer's acceptance of the Product shall not be construed as an acceptance of any terms or conditions contained in any such document. If this Order is deemed to be an acceptance of a prior offer by Supplier, such acceptance is conditional on Supplier's assent to all the terms and conditions set forth in this Order.
- 2. Modifications and Revisions:** No revision or modification of the terms and conditions of this Order shall be binding on Bayer unless such revision or modification is expressly accepted in writing by an authorized officer of Bayer.
- 3. Delivery, Title and Risk:** Delivery of the Product to Bayer shall take place at Bayer's plant site or such other shipping destination, specified on the face of this Order. Notwithstanding any shipping arrangement specified in this Order, Supplier shall have the risk of loss for all Product shipped under this Order until receipt of delivery and acceptance of such Product by Bayer at the specified delivery location, at which time title to and the risk of loss with respect to such Product shall pass to Bayer. Partial shipments are not permitted unless otherwise agreed to in writing by Bayer. Supplier shall be responsible and liable to Bayer for the acts or omissions of any agents or third parties used by Supplier in delivering Product to Bayer pursuant to this Order.
- 4. Taxes:** All applicable sales or use taxes payable by Bayer shall be separately identified on the face of this Order. Any such taxes not so identified shall be deemed to be included in the price of the Product.
- 5. Price Inclusive:** Unless otherwise specified in this Order, the stated price shall include all duties, levies, freight charges, packing charges, insurance charges and any other charges whatsoever in connection with the supply of the Product. Supplier shall provide all properly completed customs invoices, declarations and evidence of export/import.
- 6. Payment:** Unless otherwise specified in this Order, payment terms shall be 60 days net from invoice receipt after delivery of goods/services, provided that Bayer does not otherwise contest the amount of such invoice in good faith.
- 7. Inspection:** All Goods/Services are subject to Bayer's final inspection and acceptance on delivery. If rejected, the Goods/Services will be held for disposal at Supplier's risk and expense. No inspection, acceptance of any part or all of the Goods/Services or payment shall relieve Supplier from full responsibility for furnishing Goods/Services conforming to the requirements of this Order and applicable legislation, nor prejudice any claim, right or privilege Bayer may have for defective or unsatisfactory Goods/Services, delays in delivery or other non-compliance with this Order or applicable legislation.
- 8. Delay:** Time is of the essence of this Order. Supplier agrees that it will complete the delivery of the Product in accordance with the times specified in this Order. Supplier shall immediately notify Bayer in writing if the supply of the Product will be delayed, indicating the cause and extent of the delay, but this shall not relieve Supplier of its obligation to deliver and/or perform as required by this Order.



- 9. Cancellation:** In addition to any other rights and remedies which it may have, Bayer may cancel the supply of the Product or any part thereof for cause because of Supplier's failure to comply with any of the terms or conditions of this Order (including without limitation, for late delivery of Product, delivery of Product which is defective or which does not conform with this Order, or failure to provide Bayer, upon request, with reasonable assurances of future performance). Upon such cancellation for cause and in addition to any rights and remedies which Bayer may have, all costs of Supplier resulting from such cancellation shall be borne by and be the responsibility of Supplier. Furthermore, Bayer may cancel the supply of the Product or any part thereof without cause at its sole option by giving written notice to that effect to Supplier. Upon such cancellation without cause, Bayer shall reimburse Supplier for its actual direct costs incurred in respect of this Order prior to the effective date of notice of cancellation together with any actual direct costs resulting from such cancellation, less the reasonable recoverable value in respect of any Product which Supplier could reasonably obtain from a third party. The preceding sentence constitutes Bayer's full liability to Supplier and Supplier's sole remedy against Bayer for such termination without cause by Bayer.
- 10. Waiver of Consequential Damages:** IN NO EVENT SHALL BAYER BE RESPONSIBLE OR LIABLE FOR THE SUPPLIER'S CONSEQUENTIAL DAMAGES FOR LOSS OF ACTUAL OR ANTICIPATED PROFITS OR LOSS OF BUSINESS OR LOSS OF REVENUE ARISING OUT OF OR RELATING TO THIS ORDER OR FROM THE PERFORMANCE, SUSPENSION, TERMINATION OR BREACH OF THIS ORDER, WHETHER BASED UPON PRINCIPLES OF EQUITY, CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE.
- 11. Patent Infringement:** Supplier warrants that the Product or use thereof shall not infringe on or violate any rights respecting any existing or pending patent, copyright, trademark, trade name, license, invention or process of manufacturing or other intellectual property or contractual right.
- 12. Intellectual Property:** Unless otherwise specified in this Order, Supplier acknowledges and agrees that any intellectual property rights associated with any Product made, designed or developed for Bayer pursuant to this Order by Supplier, its employees or agents other than Product made and commercially distributed to third parties prior to this Order or any order by Bayer, shall be the property of Bayer (the "Bayer Property"). Supplier hereby transfers and assigns to Bayer all patents, copyrights, trademarks and other industrial and intellectual property rights in and to the Bayer Property. Supplier waives and shall ensure its employees and agents waive all moral rights associated with the Bayer Property.
- 13. Information Furnished to Bayer:** Supplier hereby grants to Bayer an irrevocable, perpetual, royalty free, transferable and sub-licensable license to use, for its own purpose, any drawings, specifications or other information provided by Supplier in association with the Product or this Order, including the right to duplicate any components of the Product for use as replacement or spare parts at Bayer's plant site, that are not otherwise Bayer Property pursuant to this Agreement.
- 14. Waivers:** No waiver of any provision of this Order shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or of any other provisions in this Order unless the waiver expressly so states.
- 15. Assignment and Subcontracting:** No part of this Order may be assigned or subcontracted by Supplier without the prior written consent of Bayer. No assignment or subcontracting of all or any part of this Order by Supplier will relieve Supplier from liability under this Order.
- 16. Governing Law:** This Order shall be governed by the law of the country where Bayer has its place of business. Similarly, any disputes in connection with this Order shall be subject to the exclusive jurisdiction of the competent courts of the country and city where Bayer has its place of business.
- 17. Supplier Indemnity:** Supplier shall indemnify and hold Bayer harmless from and against any and all claims, demands, damages, losses, expenses, costs (including legal fees on a solicitor/client basis), fines and penalties sustained or incurred by or asserted against Bayer to the extent based upon, related to or arising out of: (a) any breach by the Supplier of any term, condition, covenant or warranty contained in this Order; (b) any defect in the Product furnished pursuant to this Order; or (c) any act or omission of Supplier or Supplier's agents, officers, employees or subcontractors in the course of furnishing the Product.



**18. Confidential Information:** "Confidential Information" shall mean all information of Bayer that is marked or otherwise identified by Bayer as confidential or that by the nature of the circumstances surrounding its disclosure to Supplier ought to be in good faith treated as confidential by Supplier. Supplier shall use Confidential Information only for the purpose of fulfilling this Order and/or applicable legislative requirements (the "Purpose"), shall keep all Confidential Information confidential and shall not disclose Confidential Information to any individual or entity other than those employees and agents of Supplier or its parent, subsidiary or affiliated companies or legislative authorities who have a legitimate need to receive the Confidential Information for the Purpose and who shall be bound to Supplier to keep Confidential Information confidential or are legislatively required to receive Confidential Information. The parties agree that any breach of this paragraph by Supplier shall result in harm to Bayer that cannot be remedied by monetary damages alone and Supplier shall not raise or rely on a requirement to establish irreparable harm in any injunctive relief proceedings that may be brought by Bayer against Supplier respecting a breach or alleged breach of this paragraph.

## COMPLIANCE

Supplier agrees to comply with all applicable laws, regulations and industry codes in the performance of Supplier's obligations pursuant to this Agreement, including the legal provisions related to anti-bribery and anti-trust. Supplier has not made or provided, and will not make or provide, any payment or benefit, directly or indirectly, to government officials, customers, business partners, healthcare professionals or any other person in order to secure an improper benefit or unfair business advantage, affect private or official decision-making or induce someone to breach professional duties or standards.

Supplier represents and warrants that: (a) Supplier has received all necessary approvals in connection with entering into this Agreement/Order and performing the sales of goods/services to be provided hereunder, (b) compliance with the terms of this Agreement/Order and performance of the sale of goods/services do not and will not breach or conflict with (i) any other agreement or arrangement to which Supplier is a party or (ii) any statutory or internal regulations Supplier is subject to; (c) compliance with the terms of this Agreement/Order and performance of the sale of goods/services do not and will not breach any agreement to keep in confidence proprietary information acquired in confidence or in trust.



## Requirements for Invoices

You are expected to send across the original commercial tax invoice to a Central Invoice receipting unit based as per the address mentioned in the purchase order. The Excise invoice documents should be sent to the plant or site.

The address for processing of tax invoice, receipt and all other non-financial documents such as order confirmation, certificates and transportation documents remains unchanged.

Please note that if your invoices pertain to projects (Invoices requiring certification from, including but not restricted to, architects/Bayer engineers and where payments are made against running bills/performance bank guarantees/retentions, etc.), hospitality, freight/transportation or you are a Clearing & Forwarding Agent, you are required to continue sending the invoices to your Bayer contact person as it is done today.

In order to ensure efficiency in rendering your payments, please mention the following on the face of your invoices while submission:

- PO number should be referenced on the first page of the invoice.
- PO line item number needs to be referenced on each invoice line item.
- The invoice should match the PO (e.g., if PO is broken into separate line items; the invoice should also be broken into separate line items).
- Ensure correct company name is used.
- Only one PO per Invoice should be billed.
- The total amount due must be on the first page of the invoice.
- Use the Unit Prices and Unit of Measures as indicated on the PO.
- Invoice payment term has to match PO payment term.
- Bill of Lading or Packing Slip Number should be mentioned wherever applicable.
- Order number, item number, material number and delivery address on all delivery documents.
- For any communication/concern/queries/enquiries regarding the processing of your invoices/ payments, kindly contact our Local Finance team in each sub-region.