1. Interpretation and Application of terms

   a. The definitions of "Bayer" and "Monsanto" are as follows:
      - Bayer: Refers to the Company and any affiliates and group companies and permitted assigns as per the name mentioned on the Purchase Order (PO).
      - Monsanto: Refers to the Company and any affiliates and group companies and permitted assigns as per the name mentioned on the Purchase Order (PO).

   b. The terms "Order" and "Contract" shall be interpreted as per the conditions:
      - "Order": An order is the written request by the Buyer for the purchase of goods or services.
      - "Contract": A contract is an agreement between the Buyer and Seller, which is enforceable by law.

2. Price and Payment

   a. The price of Goods or Services shall be stated in the Order and may not be changed in writing without the written approval of both parties.
   b. Payment shall be made within 30 days of delivery of the Goods or Services.
   c. In case of late delivery, the Buyer reserves the right to withhold payment until the Goods or Services are delivered.
   d. All payments shall be made via bank transfer to the account specified in the Order.

3. Confidentiality

   a. The Seller undertakes to keep all information received from the Buyer confidential and not to disclose it to any third party.
   b. The Seller must not use any of the Buyer's confidential information for any purpose other than the execution of the Contract.
   c. The Seller agrees to the destruction or return of all confidential information upon the termination of the Contract.

4. Anti-Corruption Compliance

   a. The Seller must comply with all applicable anti-corruption laws and regulations and ensure that all employees and agents acting on behalf of the Seller comply with such laws.
   b. The Seller must not make any payments or gifts in exchange for business or favors.
   c. The Seller must maintain accurate and complete records of all transactions.

5. Termination

   a. The Buyer reserves the right to terminate the Contract at any time for cause.
   b. The Seller reserves the right to terminate the Contract for any reason.
   c. In the event of termination, all unpaid invoices and outstanding obligations shall be settled immediately.

6. Jurisdiction

   a. The terms of the PO shall be governed by and construed in accordance with the laws of the jurisdiction where the Seller is located.
   b. Any dispute arising out of the terms of the PO shall be subject to the jurisdiction of the courts in that location.