



## GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES BY BAYER HUNGÁRIA KFT.

seat: 1123 Budapest, Alkotás utca 50.; registered by the Metropolitan Court of registration by  
Reg.No.: Cg.01-09-063142, Tax no: 10880638-2-4, represented by: [\*]

### § 1. APPLICATION

- 1.1. These General Terms and Conditions of Purchase (hereinafter referred to as the “GTC”) apply to any agreements for the purchase of goods or agreements for the provision of services concluded by and between Bayer Hungária Kft. (hereinafter referred to as “Bayer”) and the Seller/Contractor (hereinafter referred to as the “Contracting Party”) unless otherwise stipulated in a separate agreement binding on Bayer and the Contracting Party (hereinafter referred to jointly as “Parties” or individually as “Party”) or other General Terms and Conditions apply with respect to the given category of goods/services. The GTC along with the order placed by Bayer and possible appendices thereto constitute a uniform agreement concluded by and between the Parties.
- 1.2. Pursuant to the provisions hereof, Bayer commissions and the Contracting Party undertakes to perform services for Bayer or deliver goods. The scope and type of the services, as well as specification of goods will be each time laid down in the Order.
- 1.3. The Parties mutually represent that under the GTC on no account shall Bayer be obliged to place orders solely with the Contracting Party or place orders with the Contracting Party with minimum quantity or minimum value specified.

Bayer Hungária Kft.  
1123 Budapest  
Alkotás utca 50.

### § 2. PLACING THE ORDER

- 2.1. Orders shall be placed by Bayer in writing, via fax or confirmed e-mail.
- 2.2. The agreement is deemed concluded unless within two business days upon receipt of an order the Contracting Party declares that it does not accept the order via fax or confirmed e-mail.

### § 3. CONTENTS OF THE ORDER

- 3.1. The order should specify, in particular: the subject of the order, manner of execution and deadline therefore, documents to be submitted along with the goods or service, and remuneration.
- 3.2. In the event of a delay in the order execution exceeding 3 (three) days due to reasons other than force majeure, Bayer may set an additional 7-day (seven-day) period for the Contracting Party to execute the order. Upon the ineffective lapse of the said period, Bayer may resign from the order. In the event of Bayer’s resignation from the order due to reasons set forth herein, the Contracting Party shall return Bayer the possible prepayment plus interest calculated from the date of effecting the prepayment to the Contracting Party and pay Bayer the contractual penalty set forth in § 4 clause 9 of the GTC.



3.3. The provisions of clause 3.2. above apply respectively to the delay on the part of the Contracting Party in supplementing the goods or remedying defective services.

#### **§ 4. CONDITIONS OF THE ORDER EXECUTION AND COMPLAINTS**

- 4.1. The Contracting Party shall execute the order in compliance with its contents.
- 4.2. The ordered goods or services may be accepted only by persons authorized by name by Bayer, indicated in the Order. When accepting the order, such persons shall produce identification documents.
- 4.3. Quantitative deficiencies in the ordered goods or defects in the provided services may be reported when accepting the goods or services and specified in the acceptance certificate or within 14 (fourteen) days following the acceptance by a written notification to the Contracting Party.
- 4.4. The Contracting Party undertakes to take a stand on the reported deficiencies in goods or defects in the services provided within 3 days following the notification. Failure on the part of the Contracting Party to take a stand within the said period shall mean accepting the complaints in question.
- 4.5. The quantitative deficiencies in the ordered goods or defects in the services provided, accepted by the Contracting Party, are remedied by way of supplementing the goods or introducing corrections with respect to the services within 7 (seven) days from acceptance of the complaints at the latest.
- 4.6. The Parties mutually represent that the goods purchased and the services provided under the order, in particular the Works (6. §), shall be free of any legal or physical defects, and no third party shall claim any rights thereto.
- 4.7. The transfer of rights to the goods purchased and services provided to Bayer, as well as the risk ensuing from the loss thereof or damage thereto shall be effected only upon a written acceptance of the order execution by Bayer.

- 4.8. The Contracting Party shall pay Bayer the contractual delay penalty:  
for a delay in delivery of goods and provision of services,  
in the amount of 1.5% of the entire remuneration payable to the Contracting Party under the order for each day of delay.
- 4.9. In case of the non-performance of the order based on the reason attributable to the Contracting Party, Bayer is entitled for a contractual penalty (penalty for frustration) in the amount of 30% of the entire remuneration of the Contracting Party set forth in the order.
- 4.10. Under the general provisions of civil law, Bayer has the right to claim damages from the Contracting Party for late and non-performance performance of the order in the amount exceeding the contractual penalties specified hereinabove.

#### **§ 5. PRICE AND PRICE PAYMENT**

- 5.1. Remuneration payable to the Contracting Party should be specified in the order.
- 5.2. Bayer is not obliged to provide any benefits other than the ones indicated in the order.
- 5.3. The Contracting Party may issue a VAT invoice for the execution of the order only upon a written acceptance of the order execution issued by Bayer, otherwise being null and void.
- 5.4. The Contracting Party shall issue an invoice for the fees due subsequent to the receipt of the performance certificate. The Bayer shall pay the duly issued invoice within 45 (forty five) days as of its receipt via bank transfer. In the event of default on payment, the Bayer shall pay default interest of the rate stipulated by the law.
- 5.5. The date of payment shall be the date of crediting the Bayer's bank account.
- 5.6. The Contracting Party shall each time include in the invoice the number of the order received ("PO number") from Bayer. In the lack of the PO number's indication, Bayer will settle the



invoice within a payment deadline of 90 (ninety) days.

### § 6. COPYRIGHTS

- 6.1. The Parties mutually represent that in the event of creating works by the Contracting Party, within the meaning set forth in the provisions of the copyright law, as a result of the order execution (in the GTC referred to as the “**Works**”), on accepting the Work by Bayer with no reservations, the Contracting Party transfers any proprietary copyrights to Works or the licence without territorial or time limitation for Bayer. At that point, the Contracting Party transfers to Bayer ownership right to the carriers on which the Works have been submitted to Bayer.
- 6.2. The remuneration specified in the order covers remuneration for the transfer of rights or the licence to Bayer, as set forth in clause 6.1 hereinabove, as well as remuneration for the transfer to Bayer of the ownership right to the carriers on which the Works have been submitted to Bayer.
- 6.3. The issue of copyrights and licences to the Works may be subject to separate regulations specified by the Parties in the order.

### § 7. ASSIGNMENT CLAUSE

- 7.1. This GTC shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assignees. This GTC or any rights or obligations under this GTC may not be assigned in full or in part by either Party without the prior written consent of the other Party, which may be withheld in such Party’s sole discretion, and any purported assignment without such consent shall be void; provided that each Party may without such consent assign this GTC or any rights or obligations under this GTC in full or in part to any Affiliate of such Party, or in connection with the sale or transfer of all or substantially all of its business, or in connection with a merger or other consolidation with another entity

Bayer Hungária Kft.  
1123 Budapest  
Alkotás utca 50.

### § 8. CONFIDENTIALITY

- 8.1. The Parties undertake to maintain confidentiality with respect to any information disclosed to the other Party in connection with the conclusion or performance of the GTC and/or other agreement and the information shall not be made available to third parties in any form without prior, written, otherwise being null and void, consent of the Party, to which the information refers, unless the information has entered into the public domain or the disclosure thereof proves necessary for the performance of the GTC and/or other agreement, the information is required under applicable provisions of law or a final and legally valid judicial decision issued by the court, as well as by an administration body.
- 8.2. The provisions of the present paragraph 8 of the GTC are preemptory and binding also upon termination of the cooperation between the Parties for any reason.
- 8.3. During the performance of the present contract Parties shall comply with the provisions of Act LIV 2018 on the protection of Business secrets.

### § 9. SUSTAINABILITY

- 9.1. The business principles of Bayer express the long-term commitment of Bayer to fair business practices, which are reliable from an environmental protection point of view. It communicates this to all of its business partners, and also expects its partners to comply with the rules set therein as appropriate. The Bayer Supplier Code of Conduct is accessible on the Internet website <https://www.bayer.com/en/supplier-code-of-conduct.aspx> By signing the present GTC, the contracting party acknowledges that it has become familiar with the provisions set forth in the aforementioned Code of Conduct and accepts them as binding upon it, furthermore in the course of the performance of the present



GTC it shall respect the pertaining legislation, the ethical directives of the concerned industry and the respective compliance provisions.

## § 10. FINAL PROVISIONS

- 10.1. In case any of the provisions of the GTC or the order are discovered to be, due to any reasons, invalid or unenforceable, it shall not affect the validity and enforceability of other provisions of the GTC or the order. If that is the case, the Parties undertake to manage their affairs and common interests so that the purposes specified in the GTC or the order could be fulfilled in a different possible manner, in compliance with the provisions of law.
- 10.2. Each Party hereby undertakes that, at the date of the entering into force of the GTC, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the GTC and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.
- 10.3. If during the performance of this GTC personal data are being managed, processed/forwarded, this shall be fully compliant with the applicable data protection provisions, with particular regard to the Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter: „Info Act”) and General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)) replacing the replace the data protection directive (officially Directive 95/46/EC) (hereinafter: „GDPR”) and to the Hungarian legal provisions to be issued concerning the enforcement of the GDPR. The Contractor shall be obliged to handle the personal and other data received by the Contractor strictly confidential and in compliance with the data protection principles and to conclude the data processing and other necessary contracts in compliance with the above provisions.
- 10.4. Each Party hereby undertakes that its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the GTC and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.
- 10.5. Failure to exercise or delay in exercising any rights under the GTC or the order shall not be deemed a waiver of the said rights. A single instance of waiving the rights or recurring waiver by any of the Parties shall not be deemed a permanent waiver or waiver referring to other cases.  
To matters not regulated in the GTC or a particular order, the relevant provisions of the Hungarian law, and particularly of the Hungarian Civil Code referring to the sales agreement, contract of mandate or a contract for the performance of a specific task shall apply.
- 10.6. In the event of any dispute in connection with the interpretation or performance of the GTC or the order, the Parties shall enter into negotiations with a view to resolving the dispute amicably. In the event of failure to reach an agreement under the procedure specified hereinabove, the Central District Court of Buda or the competent tribunal court shall be competent for the resolution of the dispute.
- 10.7. The Parties mutually represent that under no circumstances shall the Contracting Party be authorised by Bayer to assume, for and on its behalf, any liabilities towards other legal entities.
- 10.8. Bayer undertakes to announce any amendment to this GTC 30 (thirty) days prior to its effective date in writing. Such



- amendment has to be applied concerning the orders submitted after the effective date.
- 10.9. Any amendments to the GTC or the order require a written consent of the Parties, otherwise being null and void.
- 10.10. Each Party has the right to terminate the cooperation between the Parties under the GTC, with a one month's notice.