

## **TERMS AND CONDITIONS CONO SUR**

### **1. General Conditions**

1.1 Below are the terms and conditions (hereinafter, the "Terms and Conditions") for the purchase of goods, products or services (hereinafter the "Products") from the suppliers (hereinafter the "Suppliers") detailed in this Purchase Order (hereinafter, the "Purchase Order"), by Bayer S.A. in The Republic of Argentina and/or Bayer S.A. in The Republic of Chile and/or Bayer Boliviana Ltda. in The Plurinational State of Bolivia and/or Bayer S.A. in The Republic of Paraguay y/o Bayer S.A. in The Oriental Republic of Uruguay (hereinafter "BAYER").

1.2 These Terms and Conditions are an integral part of the Purchase Order. The receipt of the Purchase Order entails the acceptance of all the Terms and Conditions contained in it.

1.3 The Terms and Conditions defined in this Purchase Order are not to be modified by oral communications or agreements, and the non-rejection of such Purchase Order and/or the delivery of Products shall imply the acceptance of the Purchase Order in its whole.

1.4 In the event of any inconsistency between this Purchase Order and any written contract and/or agreement signed with the Supplier, the written contract and/or agreement shall, at all times, prevail.

### **2. Acceptance**

2.1 As expressly accepted by Supplier in the signed affidavit on the occasion of starting our business relationship and/or changes duly informed by the supplier registered in the database, this Purchase Order is forwarded to the email address stated in the affidavit, and shall be deemed accepted within 72 hs. of having

been sent, in the case that no objections or rejections are made in writing by the Supplier and sent to the email address(es) stated in this Purchase Order.

### **3. Product Delivery**

3.1 Supplier undertakes to deliver the Products to BAYER, according to the amounts, characteristics, time frame, means and place, and the price defined in the Purchase Order, as well as to ensure the quality of the Products, and, when appropriate, to hold harmless, indemnify and defend BAYER against any type of claim, fine or penalty or accusation it may face as a result of the delivery of the Products in a bad condition or without the corresponding approval.

3.2 The Supplier undertakes to deliver the Products in accordance with their description and the specifications detailed herein, and their intended conditions of use, as well as to provide the usual warranties and after-sale service, and to be accountable for defects and/or hidden faults. (All the materials delivered to our warehouses shall be subject to control prior to their definite acceptance).

3.3 In the event BAYER had to deliver the Supplier materials for the manufacturing of the Product, the latter shall be responsible for their quality control, having the materials to be rejected within the shortest possible term, based upon the contractual needs.

3.4 No Product shall be received without the corresponding written document that supports the delivery (delivery note, statement of receipt, invoice, or other

equivalent document properly receipt). In the case of services provision, the delivery of the Products shall be documented by means of a delivery note, certificate of work completion or statement of receipt, and shall be to the entire satisfaction of BAYER.

3.5 The Product transportation shall meet the current and applicable transit and transport regulations, according to the type of good the Product is. If appropriate, the safety data sheet, certificate of origin and certificate of analysis (indicating batch, date of manufacturing and expiration of the batch delivered) shall be shipped together with the goods. In all cases in which due to local requirements the transport should be complemented with other documents /procedures, Supplier shall be in charge of the compliance of those procedures according to current regulations, and shall obtain all those permits, authorizations and all other necessary requirements. (For example, in the case of Argentina, the C.O.T for Buenos Aires Province, Santa Fe and others provinces that may require it).

3.6 The delivery and receipt of the Products and/or Services shall not entail their acceptance. Unless otherwise stipulated, BAYER shall have a period of 60 calendar days (30 calendar days only in the case of transactions subject to Chilean law) , as of the date of receipt of the Products, to reject such Products. After the expiry of such period, and if no claim has been made, the Products shall be deemed accepted, without prejudice to the rights and responsibilities applicable to the quality and guarantee of the Products as established in this Purchase Order.

3.7 If, for any of the reasons set forth under the Terms and Conditions, the

entrusted Product become totally or partially rejected, the resulting costs shall be met by the Supplier.

#### **4. Price and Payment Currency**

4.1 The prices established in this Purchase Order are in relation to delivered Products -free of charge-, at the site of delivery indicated in the Purchase Order, and such Products shall be duly packed for their storage, handling and transport. As regards services provision, the Products shall be manufactured to the entire satisfaction of BAYER, within the agreed time frame and at the agreed venue. The prices defined in the Purchase Order are final and include all the applicable taxes, with the exception of the Value Added Tax (V.A.T.)

4.2 The payment of advances for the procurement of Products, or the payments made in consideration of finished goods or the goods to be manufactured by the Supplier implies fixing the price of the Product paid or to be paid, which may not be unilaterally modified by the Supplier, hence ensuring BAYER the ownership and availability of said Products ..

The Supplier shall duly individualize the Products and may not use such Products for any other purpose without the prior authorization of BAYER. BAYER reserves the right to mark or label the Products in order to properly individualize them, and demand the Supplier to take out and grant an insurance issued in the name of BAYER, against any risks the Products and/or services in process of execution may be subject to. Such insurance should be sufficient to maintain the replacement value of the Products involved or the services provided, and the value of the policy shall in no case be inferior to the advance payment made by BAYER. In order to make the advance

payment effective, it is essential that the mentioned insurance policy be submitted to the entire satisfaction of BAYER.

4.3 It is hereby understood that this Purchase Order is issued in the currency established in it.

4.4 All invoices to be issued as a result of this Purchase Order shall be in the currency stated in this Purchase Order. Any change in the currency of payment shall not be accepted nor valid, and BAYER reserves the right to reject the invoice at any given time. Regardless the currency stated in this Purchase Order, all payments to Suppliers with legal entities or physical persons registered and with their domicile within the country where the invoice as a result of this Purchase Order is issued, shall only be made in the legal tender of the country issuing this Purchase Order. Legal tender exchange rate to be considered is the one applicable to the day before the invoicing date, and considering the exchange rate of Banco de la Nación Argentina in the case of Argentina; Banco Central de Chile in the case of Chile, Banco Central de Bolivia in the case of Bolivia; Banco Central del Paraguay in the case of Paraguay; and Banco Central de Uruguay in the case of Uruguay

4.5 The price of the issued invoice may not be indexed or updated by any means.

4.6 Each invoice handed to BAYER by Supplier shall meet all the legal requirements defined for these types of documents, as a condition for its payment.

## 5. Invoicing and Payment

5.1 BAYER shall not accept credit invoices (For example, in the case of Argentina, invoices mentioned in Law N° 24.760). The date of payment shall be determined according to the conditions

defined in this Purchase Order. Each hard-copy accounting document shall be sent to BAYER (Accounts Payable Department). Electronic accounting documents shall be sent to the e-mail address corresponding to the country where this Purchase Order is issued. The contact information (for hard-copy and/or electronic documents) according to each country is the following:

### **The Republic of Argentina**

Address: Ricardo Gutierrez 3652  
(B1605EHD) Munro, - Prov. Buenos Aires  
Phone: +54 11 4762 7477  
e-mail:

[facturaselectronicas.bayer.fb@bayer.com](mailto:facturaselectronicas.bayer.fb@bayer.com)

e-mail: vendors.ar@bayer.com

### **The Republic of Chile:**

Address: Av. Andres Bello 2457 Office  
2101 Floor 21 Providencia, Santiago de Chile.

Phone: +56 22 520 8423

e-mail: vendors.cl@bayer.com

### **The Plurinational State of Bolivia:**

Address: Av. Las Ramblas s/n Edificio  
Tacuaral II – Floor 2, Santa Cruz de la Sierra.

Phone: +591 3 315 3322

e-mail: vendors.bo@bayer.com

### **The Republic of Paraguay:**

Address: Avda. Santa Teresa N° 2245  
Ciudad de Asunción.

Phone: +595 21 617 3571

e-mail: vendors.py@bayer.com

### **The Oriental Republic of Uruguay:**

Address: Av. Luis Alberto de Herrera  
1248, WTC Torre III, Floor 20,  
Montevideo.

Phone: +598 2192-2358

e-mail: vendors.uy@bayer.com

5.2 Payments shall only be made by BAYER by bank transfer to the account indicated by the Supplier on occasion of starting our business relationship and/or changes duly informed by the Supplier registered in the database.

For Purchase Orders within The Plurinational State of Bolivia, when applicable, payments may also be made

by non-transferable check to the Supplier's name.

For Purchase Orders within The Oriental Republic of Uruguay, if applicable, payments may also be made by bill of exchange. Bills of exchange shall be withdrawn within a period not exceeding 60 days from the date of issuance in the CITIBANK Cashiers Area located at 455 Cerrito St. during banking hours. After this period they lose validity.

For questions regarding payments and/or invoicing, please consider the following contact information according to each country:

**The Republic of Argentina:**

Phone: +54 11 4762 7477

e-mail: vendors.ar@bayer.com

Or to the contact center of the bank:

Phone 0810-444-2233 or per internet:

<https://www.cobrosonline.citibank.com/PCD/index.html>

If you do not have password to access Citiconnet, you may request it at the Citibank contact center, phone number: +54 11-4721-6027 or per e-mail to [citicconnect.service@citi.com](mailto:citicconnect.service@citi.com).

**The Republic of Chile**

e-mail: vendors.cl@bayer.com

Phone: +56 2 25208423

**The Plurinational State of Bolivia**

e-mail: vendors.bo@bayer.com

Phone: +591 3 3153322

**The Republic of Paraguay:**

Phone: +595 21 617 3571

e-mail: vendors.py@bayer.com

Or to the contact center of the bank:

Phone: +595 21 620-2060

e-mail: [citIServiceparaguay@citi.com](mailto:citIServiceparaguay@citi.com).

If you do not have password to access Citiconnet, you may request it at the Citibank contact center, phone number: +595 21 620-2060 or per e-mail to [citicconnect.service@citi.com](mailto:citicconnect.service@citi.com).

**The Oriental Republic of Uruguay:**

Phone: +598 2192-2358

e-mail: vendors.uy@bayer.com

5.3 Supplier shall notify BAYER in writing, with at least 30 (thirty) days in

advance, any change in the bank account it has provided to make the corresponding payment, in any case possible, considering changes between bank accounts of the Supplier's ownership. If this notification is not fulfilled, BAYER shall continue making the corresponding payments to the bank account initially indicated by Supplier and under no circumstance shall this be considered a non-compliance. In the event that the bank transfer may not be done due to the closure of the bank account designated by Supplier or for any other reason beyond the control of BAYER, payment shall be made by check at the address of BAYER indicated in the contract and/or the corresponding purchase order. In any case, the preceding shall comply with the local current regulations, and, in the event of foreign or third-party accounts, BAYER's prior written approval should be obtained.

5.4 No addition to the price shall be made for withholdings and contributions demanded by law, so that the financial burden arising from each and every tax and contributions that affect Products or Services or Supplier shall be borne by it, although the responsibility of its retention and collection is attributed to BAYER. Accordingly, BAYER will discount to the supplier any withholding tax or any other that is required by the applicable tax law.

5.5 The calculation basis and the rate applicable to tax withholding and/or contributions received for the service provision, shall be determined in strict compliance with the regulations valid at the date of invoicing and the necessary rates and calculations basis shall be applied.

5.6 In order to avoid delays in the payments, Supplier shall include in the invoices and other legal or fiscal

documents, the Product description as stated in this Purchase Order and their corresponding number, apart from all the mandatory information for these documents, in accordance with the current invoicing standards.

5.7 Pursuant to the applicable regulations, the invoices for the sale of imported Products shall contain the following data: a) number of import clearance, b) date of entry into the market, c) customs office which issued the dispatch and any other information demanded by the regulatory agencies.

5.8 The Supplier bears the responsibility of keeping its tax documentation or dossier updated so as not to be subject to incorrect withholdings, and undertakes to deliver BAYER the documentation required by BAYER as soon as possible. BAYER shall not proceed to the return of withholdings wrongly applied through the unfulfillment of this clause.

5.9 Supplier may not transfer the rights and/or obligations relating to the invoices generated by them, without the prior written approval of BAYER.

5.10 BAYER reserves the right to contest or question the invoice at any time throughout the business relationship, within the terms legally established.

5.11 The time of payment shall not affect the warranty obligations of the Contracting Party nor the right of BAYER to file any claim.

5.12 In the event a Due Diligence process applies in conformity with BAYER's review processes (COMPASS), such Due Diligence process shall be approved and be valid before initiating the commercial relationship.

## **6. Obligations, Warranties and Responsibilities of the Supplier**

6.1 The Supplier undertakes to render its services in accordance with the applicable laws and regulations, including anti-bribery, anti-corruption and money-laundering laws, and labor, tax and retirement laws, and the rules and the current Antitrust Laws and/or the supplementary standards to be laid down in the future.

In addition, the Supplier undertakes not to grant any payment or benefit, either directly or indirectly, to government agents, clients, business partners, healthcare professionals, or any other person, with the purpose of ensuring an improper benefit or disloyal business advantage; it shall neither affect the making of private or official decisions, or the healthcare professional's behavior when prescribing, nor it shall induce anybody to breach the professional duties or standards.

6.2 Subcontracting: Supplier acknowledges and accepts that the subcontracting, delegation, assignment and/or transfer of any of its rights or obligations under the agreement without the prior written consent of BAYER is expressly forbidden.

6.3 Supplier shall ensure BAYER the free oversight and control of the Products to be shipped and/or Services to be rendered and/or tasks to be performed, and shall offer every opportunity for its fulfillment.

6.4 The Supplier warrants that the Products are free from any type of defect which may reduce their value or affect their use, and that they are in accordance with the agreed or guaranteed properties.

6.5 Supplier shall duly notify BAYER of any defect or abnormality in the Products

delivered, as soon as it becomes aware of said defect or abnormality.

6.6 In the event that the Products delivered and/or the services provided do not meet the agreed requirements or have any defect, BAYER, may, at its discretion, demand (i) that the defect be remediated or that flawless products be delivered to it, and/or (ii) to terminate the agreement and/or the purchase order, or to reduce the purchase price under the existing legal provisions, and/or (iii) the compensation or reimbursement for the unnecessary expense. BAYER has the right and may file either a judicial and/or an extrajudicial claim aimed at repairing all damages incurred. The choice of one of these options does not exclude the rest.

6.7 The responsibility assumed by the Supplier under these Terms and Conditions also encompasses any product manufactured by a third party contracted or subcontracted by the Supplier.

6.8 In the event that the Supplier is notified about a defect, the limitation period of the warranty shall be extended up to the time elapsed between the notification and the repair of such defect. If the Product delivered by the Supplier is fully replaced, the limitation period shall start again; if the Product is replaced in part, the warranty period shall start again in respect of the new Product.

6.9 The Products subject to warranty-related claims shall remain at BAYER'S disposal until their replacements have been supplied.

6.10 In urgent circumstances, or in the event of the Supplier's omission or failure to repair a damage by itself, BAYER itself may repair the defect and reduce the payment to the Supplier, or exercise any

of the rights and warranties set forth herein.

6.11 BAYER's acceptance of the Products and/or services provided by Supplier shall not affect the warranty obligations assumed by Supplier.

6.12 The Supplier shall, at its own expense, take out a liability insurance that covers any damage caused by the Supplier and its employees as a result of the Products delivered. The Supplier shall provide BAYER with the insurance policy containing the amount insured per damage and loss, upon BAYER'S request. In addition, Supplier shall take out a transport insurance for the Products to be delivered, which shall, in each case, be at its own cost, unless otherwise agreed.

6.13 Any machine, equipment, etc. supplied to BAYER on loan shall be insured by the Supplier against normal risks. Any other responsibility of BAYER for the destruction of such machine, equipment, etc., or for damages, shall be excluded unless it has been deliberately or negligently caused.

6.14 The Supplier shall choose the most favorable or convenient means of transportation for BAYER, unless there are precise instructions of BAYER to the opposite. The Supplier shall fully display in a proper place of the outside package of the Products and by way of reference, the purchase order number and the unloading site specified by BAYER in all of the shipment notes, delivery notes, the package slip, the shipment documents and invoices.

6.15 The Supplier shall always pack, label and deliver hazardous goods in accordance with the appropriate national and international regulations. The documentation accompanying these

goods should display not only the category of the risk, but also any other details required by the appropriate transport regulations.

6.16 The Supplier shall be accountable for any damage caused by the breach of these provisions, and shall meet the costs arising out of this non-compliance. Similarly, the Supplier shall also ensure that these delivery requirements are provided for by its subcontractors.

6.17 The shipment of any good which delivery BAYER cannot accept on account of the unfulfillment of these provisions, shall be stored at the Supplier's expense and risk. BAYER will have the right to verify the content and condition of any such shipment. The assembly/ lifting tools and equipment shall not be charged or shipped with the goods.

6.18 The transfer of ownership of the Products provided by the Supplier shall be effective upon BAYER's acceptance of such products or goods, to its entire satisfaction. The Supplier shall therefore assume the risk of loss of the products or goods until they are delivered to BAYER at BAYER'S entire satisfaction.

6.19 The Supplier warrants that the patents, licenses or intellectual property rights of third parties shall not be breached as a result of the delivery and/or use of the Products. Notwithstanding this, any amount due as a result of infringement of such rights shall solely be covered by the Supplier.

6.20 The molds, models, tools, films, etc. which have been manufactured by the Supplier to execute the purchase order, shall, upon BAYER's payment, become the property of BAYER, even if they remain in the Supplier's possession.

The Supplier shall be obliged to deliver such objects at BAYER's request.

6.21 The Supplier shall timely deliver BAYER, at no charge for BAYER, and without there being a special requirement to do so, all the documents needed by BAYER for the use, installation, processing, storage, operation, servicing, inspection, maintenance or repair of the products and/or services provided.

6.22 The Supplier shall be accountable for and hold BAYER harmless from any loss, damage or penalty it may face as a result of the Supplier's infringement or breach of any of the obligations set forth in these Terms and Conditions.

6.23 The Supplier shall not disclose to any communication and/or information means the business relationship it holds with BAYER, unless expressly authorized by BAYER in writing.

6.24 The Supplier shall, at all times, bear the full and exclusive responsibility for the conduction of their business, and shall act as an independent company at its own risk and cost. The Supplier shall render deliver the Product in full conformity with the normal and specific tasks of its business activities, and is, therefore, the Supplier of and responsible for the work to be undertaken by its employees and/or third parties it employs for fulfilling its obligations.

6.25. In the event that any assembly, maintenance, inspection, repair, etc. tasks are performed in any of BAYER's facilities, such tasks shall be in accordance with BAYER's Safety Standards. The corresponding documentation shall be provided at the beginning of the task, or otherwise be requested to BAYER's Safety Department.

BAYER shall not be liable for any property of the Supplier or its personnel, which used in BAYER's facilities for the delivery of the Products.

At the beginning of the commercial relationship, as well as in order to continue an existing commercial relationship, any kind of contract shall comply with all laws and regulations applicable to the Territory (whether district, province, nation, etc.) Therefore, the Supplier shall guarantee and comply with all required permits, authorization and licenses in order to fulfill its work, applicable at the beginning of the commercial relationship or the ones that may in future be regulated. The Supplier shall count with all the required valid documentation, at its own cost and charge.

BAYER requirements are available at: <https://www.bayer.com.ar/desarrollo-sustentable/proveedores.html>; and the Supplier has the obligation to obtain them and have full knowledge of them and it is assumed (without possibility to challenge this assumption) that if the Supplier accepts the Purchase Order, it also fully agrees with said requirements.

At the same time, those requirements are delivered and/or informed and/or made available for BAYER when applicable during the commercial relationship.

Notwithstanding other regulations related to the subject matter of the present clause, it is explicitly agreed that the Supplier shall hold BAYER harmless, against any type of claim due to non-compliance of the mentioned obligations.

6.26 The Supplier shall be fully responsible for the payment of wages and social security contributions and the registration with an Occupational Risk Insurer or equivalent, of its employees

and/or third parties it employs to fulfill its obligations and all other obligations arising out of occupational, social security and tax laws. At the request of BAYER, the Supplier shall certify its compliance with the labor burdens, having for such purpose to hand in copies of the corresponding documents at BAYER's request. In case this requirement is not met, BAYER shall be entitled to immediately rescind this Purchase Order on account of the Supplier's non-compliance, without the need for prior interpellation and without this entitling the Supplier to any kind of compensation.

6.27 The Supplier shall hold BAYER harmless from any judicial and/or extrajudicial liability and/or claim of the employees of the Supplier and/or third parties employed by each of them for fulfilling their obligations, and BAYER shall not be liable for any loss incurred by the Supplier, which is directly or indirectly ascribable to their employees and/or third parties employed by them to fulfill their obligations. If for any cause or reason or provision laid down in the future BAYER had to answer for and/or face occupational and/or social security claims from the employees and/or collaborators of the Supplier, and/or third parties employed by them to fulfill their obligations, BAYER shall have the right to withhold the payments due and/or to fully and directly transfer the Supplier all the expenditures, damages and losses it had to face on that account. The Supplier shall have a maximum period of (ten 10) business days to reimburse any payment BAYER had to make in consideration of these items.

6.28 BAYER and the Supplier represent that they do not maintain any control or share relationship over the other, and that they are not bound companies.



6.29 The Supplier is obliged to accept controls and/or audits in each case required by BAYER, and such controls and/or audits may be scheduled or unscheduled depending on BAYER's decision. In addition, BAYER may require, and Supplier shall facilitate BAYER, proofs of labor, tax and any other type of evidence, after completing the obligations associated with this Purchase Order.

6.30 If tests are performed for the Products to be provided, the Supplier shall meet the costs of such tests, including its personnel costs.

6.31 Supplier shall inform BAYER with at least seven days in advance, the date in which the Products shall be ready for testing, and shall agree with BAYER a date to perform the tests. If the Products are not supplied for testing on that date, BAYER's personnel costs shall be assumed by Supplier.

6.32 If any defect in the Product makes it necessary to perform the tests again or to carry out new tests, the Supplier shall meet all the personnel costs in addition to any other costs relating to the tests. Supplier shall also meet all the personnel costs and any other cost incurred by it with respect to the testing of materials used by Supplier in the execution of the Purchase Order.

6.33 In such case, the Supplier shall provide its personnel involved in the services and/or supplies provision with PPE (Personal Protection Equipment), and shall supervise their use.

6.34 "The suppliers associated with the import and export operations of BAYER SA, are committed to comply with the quality standards required by the Authorized Economic Operator Certification (OAS) according to General Resolution AFIP 4150-E / 17, providing

safety conditions expected for the integrity of the international logistics chain "

## **7. Trademarks and Industrial Property**

7.1 The relationship between BAYER and the Supplier does not entail the Supplier's permission or authorization to use, register, or attempt to obtain any right on the trademarks, distinctive signs or emblems that are the property of BAYER.

The Supplier shall submit to BAYER's prior approval any use it makes of trademarks, distinctive signs or emblems.

7.2 The Supplier shall not disclose its business relationship or obligations with BAYER in any information or advertising material unless it has obtained BAYER'S prior written consent.

7.3 The Supplier acknowledges BAYER as the legitimate and sole owner of each and every intellectual or industrial property right (whether registered or not, including know-how), as well as copyrights in their patrimonial character, which directly or indirectly result from and/or relate to the subject-matter Purchase Order, including the Services, and, therefore, acknowledges BAYER's right to:

-use, exercise, reproduce, disclose, distribute, sell and assign to any third party, industrial property rights and copyrights in their patrimonial character, whether directly or indirectly related to the Products (when appropriate) and/or each or any material and/or electronic support which make them up.

-authorize any third party the use and/or exercise of the intellectual property rights and copyrights in their patrimonial character, whether directly or indirectly

resulting from and/or related to the Products.

-make any type of use, for commercial and/or non-commercial purposes, of the industrial property rights and copyrights in their patrimonial character, whether directly or indirectly resulting from and/or relating to the Products.

- in general, make any type of use for public or private purposes, of any of the industrial property rights and copyrights in their patrimonial character, whether directly or indirectly resulting from and/or relating to the Products. In the event that the Supplier acquired or obtained any right which is directly or indirectly derived from the Products, the Supplier shall, on that day, undertake to document in writing the assignment of each and any such rights without any financial consideration, including without limitation all the current or future rights known or to be known, under the terms allowed by law for the sole and exclusive benefit of BAYER, and shall provide BAYER with such document within three (3) business days of obtaining such rights. All the above mentioned in compliance with current laws and regulations.

## **8. Delivery Infringements**

8.1 In the event of Supplier's failure to comply with the delivery of the Product(s) and/or service(s) required in this Purchase Order, BAYER shall be entitled to discount, by way of fine, per each day of delay in the delivery, the equivalent to two percent (2%) of the invoice corresponding to the Product(s) and/or service(s), complying in all cases with current regulations.

8.2 In addition to the stipulation of the previous clause, BAYER reserves the right to totally or partially terminate this Purchase Order in the event the Supplier

does not meet the conditions of the Purchase Order.

## **9. Tolerance**

9.1 The fact that BAYER, on any occasion, may not require the Supplier to meet any of the provisions herein, shall not affect in any way its right to require such fulfillment at any time in the future.

BAYER's lack of exercise of its rights and power does not entail their relinquishment, and shall reserve such exercise to the extent and circumstance it deems convenient.

## **10. Term**

10.1 In the event that any of the provisions in this Purchase Order renders invalid according to any current or future law, the remaining provisions shall remain effective in all other aspects.

## **11. Confidentiality/ Data Privacy**

11.1 The Supplier shall use the information and/or documentation (whether written, oral, or otherwise) to which it may have access by virtue of the issuing, execution and/or completion of this Purchase Order or business relationship resulting thereof, in accordance with the current regulations of the territory, which relate to confidentiality and data privacy, and shall not use it to its own benefit and/or to the benefit of others; except BAYER's prior written approval.

11.2 The Supplier shall take the necessary precautions to maintain the confidentiality of the information and/or documentation during the term and after the Supplier's relationship with BAYER is over.

11.3 For the avoidance of doubt, any material, document, information and/or intellectual property right and/or know-

how owned by BAYER, which is transferred and/or communicated to the Supplier by virtue of the Purchase Order shall remain BAYER's property and shall not be used for any other reason or purpose other than the expressly agreed one, nor shall it be used reproduced or handed over to third parties by the Supplier.

11.4 The Supplier shall deliver BAYER, at BAYER's request, all the materials, their copies and/or duplicates issued without limitation or delay.

11.5 In the event of a breach of the confidentiality assumed by Supplier, BAYER shall be entitled to claim damages and losses; without prejudice to the actions it may be entitled and the applicable criminal rules relating to the infringement of secrets, if appropriate.

11.6 The Supplier undertakes to strictly comply with the laws intended to protect and ensure the privacy and confidentiality of personal information. Supplier warrants that it shall not disclose personal data which have been obtained as a result of rendering the services or delivering products to BAYER, neither within nor outside the company. The Supplier shall take the necessary and reasonable steps to protect personal data against potential infringements, breaches or loss, in compliance with the local current regulations and international regulations governing Data Privacy. In the case of any breach or loss of data, the Supplier shall give prompt notice to BAYER, to the authorities if so required and/or to the persons damaged according to current applicable law. In all cases Supplier shall hold BAYER harmless, against any type of claim due to data breach and/or data loss.

11.7 In case the Supplier subcontracts third parties or third suppliers for the

delivery of the Products hereby, with BAYER's prior formal written approval for subcontracting, the Supplier shall assure, guarantee, and document that such third supplier also complies with all terms and conditions required to the Supplier by BAYER, under applicable and current laws and regulations.

11.8 In case the Supplier delivers to BAYER own data or third-party data, Supplier shall guarantee that proper consents and/or data rights are obtained in order to be fully compliant with local and European laws and regulations of Data Privacy.

## **12. Pharmacovigilance (used as per subject-matter agreement)**

12.1 For all those business relationships that involve directly or indirectly, any kind of medicinal product of BAYER, if legally required by law, the Parties will agree on a pharmacovigilance contract as soon as possible which describes the pharmacovigilance obligations of the Parties. The price defined in this Purchase Order includes all costs related to meet such pharmacovigilance requirements. Until the execution of the pharmacovigilance agreement, if becoming aware of adverse events, adverse reactions or other relevant safety information relating to BAYER's medicinal products, or receiving technical complaints of said products, the Supplier shall notify BAYER as promptly as possible, and in no case, later than one (1) business day of becoming aware of such events. For such purpose, the Supplier shall contact

### **The Republic of Argentina:**

farmacovigilancia.argentina@ayer.com

### **The Republic of Chile:**

farmacovigilancia.chile@bayer.com

### **The Plurinational State of Bolivia:**

eventos.adversos.bo@ayer.com

**The Republic of Paraguay:**  
eventos.adversos.py@ayer.com

**The Oriental Republic of Uruguay:**  
pharmacovigilance.uruguay@bayer.com

### **13. Consent**

13.1 Together with the acceptance of the terms and conditions stated in this Purchase order (in accordance with clause number 2 above mentioned) in conformity with the current regulations, the Supplier expressly authorizes BAYER to use, transfer and share with third parties (including other companies of the Bayer Group) such information as may result from their current business relationship, for its storage, processing, management, analysis and/or to be used to undertake the mentioned business relationship and to enable BAYER to fully develop its social goal. Furthermore, the Supplier is committed to obtain at its own cost and charge all necessary third-party consents aimed at complying with BAYER's obligations. Supplier shall hold BAYER harmless, against any type of claim due to non-compliance of obligations.

Supplier and/or any user that for any reason as a result of its relationship with BAYER makes use of technological systems for that purpose, gives its full consent to use its cookies for monitoring and/or appropriate analysis.

### **14. Permits and licenses**

14.1 Supplier shall take the appropriate actions to request, manage, obtain and maintain the validity of the permits, licenses, authorizations, registrations and certifications necessary for fulfilling its obligations, hence assuming the responsibilities arising out of them and taking on the risks of non-compliance.

### **15. Non-exclusiveness**

15.1 The Purchase Order and these terms and conditions do not imply BAYER's obligation to acquire the services and/or goods exclusively from Supplier. Therefore, BAYER may manage, require or hire with any third party any service and/or product without any liability and at its sole discretion.

### **16. Intellectual Property**

16.1 All the original documents, works of any kind and/or nature, and the work conducted and/or undertaken in relation to the Products, and the result of the services rendered by Supplier with respect to the Purchase Order, including reports, records, data, studies, know-how, creative ideas, works, logos, brands, designs, logotype, charts, software, plans, materials created for BAYER shall become BAYER's sole and exclusive property, not only upon their delivery but also during the development of such deliverables, whether implemented or not. Supplier undertakes to prepare all the documents and to take all the necessary actions as required by BAYER to protect BAYER's copyrights and intellectual property.

### **17. Compliance with Laws and Anti-corruption**

17.1 Each Party represents, warrants and undertakes that they and their affiliates, subsidiaries, proprietors, managers, employees, officers, agents, subcontractors, consultants and representatives (hereinafter, the "Representatives") shall meet each and every obligation they have assumed under these Conditions and in adherence with the applicable regulations, including but not limited to: (i) federal, state and municipal regulations, ordinances and general rules of legal or administrative nature, whether national, municipal, or arising from international treaties, official

rules, jurisprudential criteria, including without limitation, ordinances which contain anti-corruption, anti-bribery, antitrust, environmental, transport, safety, health and labor provisions (hereinafter collectively referred to as the "Laws") which are applicable to BAYER and Supplier, their respective business, and the products and/or services of BAYER and/or BAYER in connection with the contract and/or the corresponding purchase order, and (ii) Bayer's Corporate Compliance Policy (hereinafter, "Bayer's Policies"), which can be found at [www.bayer.com/en/corporate-compliance-policy.aspx](http://www.bayer.com/en/corporate-compliance-policy.aspx) – downloads section, as well as the Code of Conduct for Suppliers of BAYER.

Supplier represents and warrants that neither it nor its Representatives shall take actions which may lead to BAYER's breach and/or infringement of any of the Laws. Supplier shall immediately inform BAYER upon becoming aware or suspecting any breach and/or infringement on the part of Supplier and/or its Representatives and/or BAYER's Representatives of any of the Laws, throughout the fulfillment of its obligations under the contract and/or corresponding purchase order.

## **18. Human Rights**

18.1 BAYER adheres to and respects human rights wherever it does business, both internally and within its external sphere of influence. Therefore, Supplier undertakes to behave in a fair and legal manner and to respect and foster respect for human rights also in respect of its supply chain. Supplier shall have the responsibility for ensuring that safety measures are taken by the staff in charge of fulfilling the obligations established in the Purchase Order. This includes

without limitation the safe management of equipment and to provide the employees with the proper safety equipment when appropriate. BAYER's stance in terms of human rights is unequivocal and therefore, Supplier adheres to the absolute forbiddance of forced labor and child labor. "Child Labor" means any type of work that (i) is mentally, physically, socially or morally dangerous and harmful for all children; (ii) interferes with their education: (a) by avoiding their attendance to school; (b) by making them leave early from school; or (c) by requiring the combination between schooling with hard work in excess, and (iii) they do not consist in activities such as helping their parents at home, helping with the family business or other minor activities outside school hours and during academic holidays.

## **19. Communications and Applicable Law**

19.1 All the communications or information sent in relation to the Purchase Order shall be forwarded in writing and by any means that ensure their receipt, with acknowledgment of receipt. To that effect:

a. Supplier establishes its domicile in the one stated in the Purchase Order, as above stated in clause number 2.1.

b. BAYER establishes its domicile

(b.i) Bayer SA (Argentina): Ricardo Gutiérrez 3652, Munro, Buenos Aires Province, in The Republic of Argentina

(b.ii) Bayer SA (Chile): Av. Andres Bello 2457 Office 2101 Floor 21 Providencia, Santiago Chile, in The Republic of Chile

(b.iii) Bayer Boliviana Ltda (Bolivia): Av. Las Ramblas s/n Edificio Tacuaral II – Floor 2, Santa Cruz de la Sierra, in The Plurinational State of Bolivia

(b.iii) Bayer SA (Paraguay): Avda. Santa Teresa Nº 2245 Ciudad de Asunción, in the Republic of Paraguay

(b.iiii) Bayer SA (Uruguay): Av. Luis Alberto de Herrera 1248, WTC Torre III, Floor 20, Montevideo, in the Oriental Republic of Uruguay.

19.2 To settle any dispute, the parties submit to

a) The Republic of Argentina: to the Argentine law and to the jurisdiction and competence of the Ordinary Courts of City of Buenos Aires, waiving any other right and/or jurisdiction they may be entitled to.

b) The Republic of Chile: to the Chilean law and to the jurisdiction and competence of the Ordinary Courts of Santiago de Chile, waiving any other right and/or jurisdiction they may be entitled to.

c) The Plurinational State of Bolivia: to the Bolivian law and to the jurisdiction and competence of the Ordinary Courts of Santa Cruz de la Sierra, waiving any other right and/or jurisdiction they may be entitled to.

d) The Republic of Paraguay: to the Paraguayan law and to the jurisdiction and competence of the Ordinary Courts of Asunción, waiving any other right and/or jurisdiction they may be entitled to.

e) The Oriental Republic of Uruguay: to the Uruguayan law and to the jurisdiction and competence of the Ordinary Courts of Montevideo, waiving any other right and/or jurisdiction they may be entitled to.

## **20. Acts of God or Force Majeure**

20.1 Neither party shall be liable or subject to sanctions due to failure or delay in fulfilling its obligations under this Purchase Order, so long as such failure or delay is caused by an act of God or force majeure, in conformity with the current regulations. Acts of God or force majeure are among others, war, guerrilla, acts of terrorism, kidnapping, riot, disturbance, picket, fire, flood, tremor, earthquake, erosion, cataclysm, legislative or regulatory modifications (without limitation to exchange rate regulations), or, in general, any cause beyond the control of any of the parties or not ascribable to that party provided the delivery of the Products and/or the provision of the services is prevented. In such case, the affected party shall give notice to the other party within five (5) business days of the occurrence of the event, including all the available information relating to such event, insofar as the circumstances allow for it. To the effect of this clause, strikes shall not be deemed a fortuitous event nor force majeure, unless they consist in unforeseen or unforeseeable labor movements, or when they have to do with the entirety of an industry involved in the delivery of products and/or the rendering of the services.