

## General Purchase Terms and Conditions of Bayer AG and its affiliated companies in Belgium.

### 1. GENERAL

- 1.1 These terms and conditions ("Purchase Terms and Conditions") are incorporated by reference into the purchase agreement or other agreement entered into for the purchase of goods and/or services ("Agreement") between Bayer AG or the company affiliated with Bayer AG in Belgium within the meaning of article 1:20 and 1:22 of the Belgian Code of Companies and associations (hereafter "Purchaser" or "Bayer") that includes these Terms and Conditions ("Purchase Terms and Conditions") and the contractual partner ("Supplier").
- 1.2 These Purchase Terms and Conditions apply exclusively. These Purchase Terms and Conditions shall not apply only if and to the extent that the validity of Purchaser's special terms and conditions is agreed on. In that case, the Purchase Terms and Conditions apply only additionally and secondarily. These Purchase Terms and Conditions shall in particular not apply.
- 1.3 Supplier's conflicting or differing terms and conditions or other terms and conditions or other general business terms and conditions are not recognized. Conflicting or differing terms and conditions shall apply only if the Purchaser has expressly accepted them in writing in each individual case. This provision applies even if goods and/or services are accepted by the Purchaser in awareness of Supplier's general business terms and conditions.
- 1.4 Individual contractual agreements always have priority over these Purchase Terms and Conditions.

### 2. PROVISIONS OF THE AGREEMENT

- 2.1 No oral side agreements or assurances made by Purchaser before the conclusion of the Agreement are legally binding. All such agreements or assurances are replaced in full by the Agreement. The above provision does not apply if the assurances expressly indicate that they are intended to remain binding, or if the assurances are expressly confirmed in writing by Purchaser.
- 2.2 Individual provisions of these Purchase Terms and Conditions that make express reference to a specific type of purchase category (e.g. purchase of goods, purchase of work and materials, work services, general services or equipment) apply exclusively for the respective type of purchase category. Otherwise, the provisions set forth below apply for all types of purchase categories.

### 3. SUPPLIER'S OFFER

- 3.1 Supplier shall orient its offer to Purchaser's inquiry.  
The offer must be prepared and submitted free of charge. The offer shall not create any obligations on the part of the potential Purchaser. Cost proposals shall be remunerated only by express prior agreement.
- 3.2 If in an individual case and notwithstanding the provisions of Section 17.1, third-party costs and expenses are to be compensated, they must be indicated in the offer, itemized by quantity and with an indication of unit and total prices.

### 4. PURCHASE ORDER AND ACCEPTANCE

- 4.1 Supplier shall check each purchase order received from Purchaser for discernible errors, ambiguities, omissions and unsuitability of the specifications selected by Purchaser for the intended purpose. Supplier shall immediately inform Purchaser of any necessary amendments or clarifications to the purchase order.
- 4.2 Each purchase order and/or amended purchase order that does not accept a previous offer of Supplier must be acknowledged in writing by

Supplier. The start of execution of the purchase order by Supplier shall be equivalent to this express acceptance by Supplier of the offer.

- 4.3 Supplier must indicate the following information in all correspondence: Purchasing department, complete purchase order number, date of purchase order and Purchaser's reference.
- 4.4 Purchaser is entitled to demand modifications to the goods or services to be supplied even after the conclusion of the Agreement, provided Supplier can be reasonably expected to make such modifications. Such amendments to the Agreement shall consider the effects for both parties, in particular, sufficient account shall be taken to cost increases or decreases and effects on the schedule.
- 4.5 Supplier is not authorized by the purchase order to represent Purchaser.

### 5. PERFORMANCE OF SERVICES BY SUPPLIER AND SUB-CONTACTORS

- 5.1 Supplier shall perform the services itself or have them performed by third parties integrated into its operating organization and on its own responsibility. Supplier is authorized to use subcontractors only upon Purchaser's prior express approval. If Purchaser approves the use of subcontractors, they shall be commissioned by Supplier in its own name and for its own account.
- 5.2 If the performance of the service takes place at the Purchaser's site, Supplier must comply with the safety and organizational requirements for outside companies and/or the internal operating regulations applicable at the respective site. Supplier must also comply with all other requirements displayed for its information on the site. If Supplier considers the requirements unreasonable, it must immediately register its objections with Purchaser.
- 5.3 Supplier shall use only qualified persons for the performance of the service. Persons whose employment with Purchaser was previously terminated by Purchaser for personnel or performance-related reasons may not be used, or persons who have repeatedly damaged or continue to cause particularly serious damage to Purchaser's interests. Supplier shall bear any increased costs resulting from a replacement of the personnel used for the performance of the service.

### 6. TIME OF PERFORMANCE AND DELIVERIES

- 6.1 If a specified period of time has been stipulated for the performance, unless otherwise agreed, this period begins with receipt of the purchase order by Supplier.
- 6.2 As soon as Supplier becomes aware that it can no longer perform its contractual obligations in whole or in part, or not in a timely manner, it must immediately notify Purchaser of this indicating the reasons for and the projected duration of the delay. Notification must be made in writing. If Supplier fails to provide this notification, it may not plead the obstacle to Purchaser as the cause of the delay.
- 6.3 If Supplier does not perform within the stipulated time, it shall be liable in accordance with the applicable laws and regulations. Purchaser is also authorized, in the event of delays in performance or delivery, after prior written notification to Supplier, to impose a contractual penalty in the amount of 0.5%, not to exceed 5% of the amount of the purchase order, for each week or portion thereof the performance or delivery is delayed, unless Supplier is not responsible for the delay. Any contractual penalty paid in accordance with this provision shall be credited toward the compensation for delayed performance owed by Supplier. The contractual penalty can be asserted until final payment is due, with no retention needed.
- 6.4 Partial services and/or deliveries shall be accepted only by express agreement.
- 6.5 If a delivery deadline is stipulated, Purchaser reserves the right to return goods delivered early at Supplier's expense. If Purchaser decides not to

return early deliveries, the goods shall be stored until the stipulated delivery date at Supplier's expense and risk.

## 7. PLACE OF PERFORMANCE

The place of performance for all claims arising under this Agreement is for both parties the destination specified by Purchaser (i.e. the delivery address indicated in the purchase order or otherwise stipulated).

## 8. COOPERATION BY PURCHASER

- 8.1 Purchaser shall provide the contractually stipulated cooperation. Unless agreed otherwise, this cooperation is an obligation.
- 8.2 If Purchaser fails to provide or adequately perform required cooperation services, Supplier must register its complaint immediately and in writing. If Supplier does not fulfill this requirement to register its complaints, Purchaser shall not be in default of its duty of cooperation and Supplier cannot plead a lack of cooperation.

## 9. TESTS AND INSPECTIONS

If tests and inspections are stipulated for the goods or services to be supplied, Supplier shall bear the material and its personnel costs of the tests and inspections. Purchaser shall bear the costs of its testing and inspection personnel. Supplier must send binding notification to Purchaser that the service or goods are ready for testing or inspection at least one week before the date stipulated for the test or inspection. Supplier must also agree on a test date with Purchaser. If the item to be tested is not presented on this date, Purchaser's testing personnel costs shall be charged to Supplier. If defects are identified and repeated or additional tests are therefore necessary, Supplier shall be responsible for all material and personnel costs. Supplier shall bear the material and personnel costs of the material certificates for the primary materials.

## 10. PACKING AND SHIPMENT

- 10.1 Separately from the goods and the invoice, Supplier must send a complete shipping notice for each individual shipment on the date of dispatch. Bills of lading and packing lists must be included with each shipment. For shipments by ship, the name of the shipping company and the vessel must be indicated in the shipping documents and the invoice. The Supplier must select the best and most appropriate means of transport for the Purchaser. The purchase order references and information on the unloading point specified by Purchaser must be indicated in full on the shipping notices, bills of lading, packing lists, consignment notes, invoices and on the external packaging.
- 10.2 Supplier shall always pack, label, store, stow and ship product in accordance with applicable laws and according to product specification including product specific requirements for packaging, warehousing, and transportation. If required by applicable laws the accompanying documents shall show the risk category and all further particulars. This may include the delivery of a valid and complete material safety data sheet.
- 10.3 Goods must be packed to prevent damage during transport. Packing materials must be used only to the extent necessary to achieve this purpose. Supplier must take back the packing material as required by law and the applicable regulations. If, under the terms of an express agreement, Purchaser pays separate compensation for the packing material, it is entitled to return the packing material in good condition for a refund of 75% of the invoiced price, freight prepaid, to Supplier. The maximum weight of each package is 10 kg.
- 10.4 In general, Supplier must pack, identify and ship hazardous products / dangerous goods ("Dangerous Goods") in compliance with the applicable national/international requirements concerning classification, labelling packaging, storing and transportation of Dangerous Goods ("Transport and Handling"). The same applies to the creation and signing of mandatory transport documentation related to Dangerous Goods,

irrespectively of the agreed Incoterm. Where such regulations do not exist, the UN Recommendations on the Transport of Dangerous Goods, Model Regulations shall apply.

- 10.5 Supplier shall be liable for damages and shall assume all costs incurred as a result of failure to comply with these regulations. Supplier shall also be responsible for compliance with these regulations by its subcontractors.
- 10.6 All shipments that cannot be accepted as a result of Supplier's failure to comply with these regulations shall be placed in storage at Supplier's expense and risk. Purchaser is entitled to ascertain the content and condition of such shipments.

## 11. COMPLIANCE WITH REACH REGULATION

- 11.1 If Supplier is a supplier within the meaning of Art. 3, No. 32 of the REACH Regulation (Regulation (EC) 1907/2006), it is responsible for compliance with its obligations with reference to the delivery of the goods. In particular it must in all cases covered by Art. 31, paras. 1 to 3 of the REACH Regulation provide the Purchaser with a Safety Data Sheet pursuant to Art. 31 of the REACH Regulation in the language of the receiving country and comply with its duty of information pursuant to Art. 32 of the REACH Regulation for materials, both individually and in mixtures for which no Safety Data Sheet is required.
- 11.2 Supplier must ensure that all the substances contained in the goods are effectively registered in compliance with the applicable requirements of Art. 6 of the REACH Regulation for the applications indicated by Purchaser, unless they are exempt from the registration obligation, and that they have the necessary authorizations. The above requirement applies as appropriate for substances released from products within the meaning of Art. 7 of the REACH Regulation.

- 11.3 Supplier must immediately notify Purchaser if ingredients of an item supplied by Supplier contain a substance in a concentration greater than 0.1 percent by weight (w/w) that meets the criteria of Articles 57 and 59 of the REACH Regulation or is listed in Annex XIV of the REACH Regulation. The same requirements apply for packing materials.

## 12. INSURANCE

- 12.1 In accordance with the transfer of risk under the stipulated INCO-TERMS/delivery conditions, the respective Party bears the risk for the loss of or damage to the goods.
- 12.2 Supplier must, at its expense, purchase sufficient liability insurance in an amount standard in its sector to cover damage caused by services or work performed or property owned by it, its personnel or its subcontractors as a result of services performed or work or goods delivered. Proof of coverage must be provided to Purchaser on request. More extensive damage claims to which Purchaser may be entitled in excess of insurance coverage remain unaffected.
- 12.3 The purchase of special erection/installation insurance coverage in addition to the liability coverage stipulated in Section 12.2 must be coordinated between Purchaser and Supplier in each individual case.
- 12.4 Objects loaned to Purchaser, including but not limited to machines and equipment that are used on operating sites, must be insured by Purchaser against the standard risks. Purchaser shall have no further liability for loss of or damage to these objects except in cases of malicious intent or gross negligence.

## 13. NO TRANSFER OF EMPLOYEES, MINIMUM WAGE

- 13.1 Purchaser does not have supervisory authority over Supplier's employees. Supplier must ensure that no persons employed by it in the performance of the service can be regarded as Purchaser's employees. The above requirement applies in particular if persons employed by Supplier perform the services in Purchaser's offices or on its property.

- 13.2 Supplier bears sole responsibility for the contractual, statutory, official and professional obligations toward the persons employed by it for the performance of the service. Supplier must hold Purchaser completely harmless from claims that may be brought against Purchaser resulting from infringement of the above obligations. This hold harmless obligation applies in particular to obligations for wage and/or salary payments and/or all other payment obligations that result from employment or service relationships (such as for Social Security contributions). It also applies for any and all claims arising from the hiring-out of employees.
- 13.3 Supplier must notify Purchaser as soon as it becomes apparent that pseudo self-employment of Supplier by Purchaser could be assumed or that the performance of the service by Suppliers might be qualified as subcontracted labor.
- 13.4 Supplier must ensure compliance with the respective applicable statutory provisions concerning the minimum wage and the respective Collective Labour Agreements imposed within the applicable Joint Committees. In the event of a violation of the Minimum Wage provisions by Supplier or its subcontractors, Supplier must immediately so notify Purchaser in writing. Supplier shall hold Purchaser harmless from any claims in connection with the minimum wage.
- 13.5 Supplier and its employees must comply with the safety regulations as they apply at Purchaser.
- 13.6 Supplier must ensure that its employees and/or appointees are aware of the Welfare Act of 4 August 1996, its implementing decrees and the provisions of the General Regulations on Labour Protection which may be applicable.
- 13.7 Purchaser must inform Supplier, its personnel and/or appointees about the occupational risks at the Purchaser, the protection and the means of prevention at the Purchaser, the organisation of first aid at the Purchaser, the fighting of fires and the possible evacuation of persons at the Purchaser's interior works as provided for in the Welfare Act and its implementing decrees.

#### **14. PURCHASER'S DOCUMENTS**

- 14.1 Purchaser reserves title to all industrial property rights and copyright to all documents physically or electronically transmitted to Supplier. Purchaser retains title to all drawings, standards, guidelines, analysis methods, formulas and other documents that are transmitted by Purchaser to Supplier for the manufacture of the item to be delivered. Purchaser's documents are also covered by the requirements set forth in Section 25. The documents to which Purchaser retains title and/or that contain its business and operating secrets in drawings, standards, guidelines, analysis methods, formulas and other documents may be used, copied or made accessible to third parties by Supplier only for Purchaser's contractually stipulated purposes. Other requirements apply only with written consent of Purchaser. On request, all copies and reproductions that are necessary for the performance of the Agreement or are no longer required under statutory retention obligations must be immediately returned to Purchaser and/or - in the case of electronic documents - deleted.
- 14.2 Documents of all types that are required by Purchaser for the use, setup, erection or installation, processing, storage, operation, maintenance, inspection, service and repair of the items supplied must be made available by Supplier promptly, unsolicited and free of charge.
- 14.3 Purchaser's internal standards (company standards) and guidelines must be requested by Supplier in good time, to the extent that they have not already been made accessible or transmitted.
- 14.4 Documents transmitted by Purchaser must be returned unsolicited and/or - in the case of electronic documents - deleted by Supplier, subject to the obligation set forth in Section 15 and/or existing statutory retention obligations, not later than at the time of the completion of the order.

#### **15. PURCHASER'S DOCUMENT RETENTION OBLIGATION**

All documents created by Supplier in the context of the Agreement (e.g. drafts, clean drawings, film copies, audio takes and final proofs) and the data transmitted to Purchaser must be retained by Supplier for an additional three (3) years after the expiration or cancellation of the Agreement and made available at no charge in response to a special request by Purchaser.

#### **16. QUALITY ASSURANCE**

- 16.1 Supplier must establish and maintain an effective Quality Assurance program (e.g. in accordance with ISO 9000 et seq. or equivalent). Supplier must demonstrate the corresponding measures to Purchaser on request.
- 16.2 Purchaser itself is entitled to verify the Quality Assurance measures by appointment or to have them verified by third parties engaged by Supplier.
- 16.3 Supplier shall notify Purchaser before making any changes to raw materials, source of raw materials, methods of manufacture, production equipment or locations involved into the performance of a purchase order and shall obtain Purchaser's agreement that such changes do not make the use of goods and/or services unsuitable for Purchaser before making any such change (s). Purchaser may terminate the purchase order, if Supplier does not agree.
- 16.4 Supplier shall ensure that all equipment, and containers are cleaned with the utmost care before any change of products. Supplier shall operate in accordance with all applicable laws including the latest guidance on contamination prevention in the Manufacture of Crop Protection products, to be found on <https://croplife.org/?s=guidelines> and shall -to the extent legally possible and where applicable- indicate to Purchaser which other product has been handled, processed or stored in the equipment and containers before. Further, Supplier shall promptly inform Purchaser of any risk of contamination or any suspicion of contamination.

#### **17. COMPENSATION**

- 17.1 Unless expressly agreed otherwise in writing, the compensation owed is a fixed price. Fixed prices also include expenses, energy costs, raw material costs, third-party costs, travel costs and out-of-pocket expenses as well as packing and freight-paid delivery. Fixed prices also include compensation for sketches and drafts (including clean drawings or drawing stored on electronic media, including image data). Fixed price agreements are also valid for estimates prepared by Supplier before the conclusion of the Agreement, unless such estimates are explicitly identified as non-binding. Any increased costs necessary to perform the service shall be borne by Supplier.
- 17.2 Unless a fixed price has been stipulated, travel costs are reimbursable only on the basis of Purchaser's prior written consent according to Purchaser's conditions for the reimbursement of travel costs.
- 17.3 If Supplier's prices are reduced or Supplier's conditions improve during the period between the purchase order and delivery, the prices and conditions in effect on the date of delivery also apply for Purchaser. The above provision applies accordingly for individually approved third-party services, costs and expenses.

#### **18. PAYMENT TERMS**

- 18.1 Invoices must contain the purchase order number indicated in the purchase order and describe the components of the service or goods in detail. Invoices must also correspond to the language, order of invoice items and prices indicated in the purchase order. Any additional or reduced services or goods must be listed separately in the invoice.

- 18.2 Invoices not denominated in local currency must show the conversion rate between the foreign currency/local currency or the VAT amount in the local currency.
- 18.3 If in the specific instance the parties agree in writing, notwithstanding the provisions of Section 17.1, that Purchaser shall reimburse out-of-pocket expenses, costs of third-party services and other expenses, these expenses must be shown in the invoice, broken out by item, quantity, unit and total prices and documented by copies of the corresponding invoices or vouchers.
- 18.4 Payment periods begin to run either on receipt of the valid electronic invoice or on the day of receipt of the goods or services if the date of receiving the electronic invoice is uncertain or if the invoice was received before the delivery of the goods and – if stipulated – the transmission of analysis certificates and/or manufacturing documentation.
- 18.5 Payments are due within 60 (sixty) days net after receipt of the valid electronic invoice, unless the provision in Section 18.4 results in a later payment date.
- 18.6 If and insofar as is permitted under Belgian law, the Parties may deviate from the payment terms as set forth in Section 18.5 if explicitly agreed, for example in the text field of a purchase order.
- 18.7 In case of late payment, interest is due at the interest rate applicable in commercial transactions in accordance with the Belgian law on combating late payment in commercial transactions of 2 August 2002. .
- 18.8 In the event of defective deliveries, Purchaser is entitled to withhold payment proportionally until proper performance.
- 18.9 Payment does not constitute any acknowledgment of terms, conditions or prices. The payment date has no effect on the beginning of the warranty periods and represents neither unrestricted acceptance of the item delivered nor a waiver of potential warranty claims.
- 18.10 The Supplier shall issue all invoices to the Purchaser exclusively in the form of a structured electronic invoice in accordance with the European Standard EN 16931, using the Peppol BIS Billing 3.0 format and transmitted through the Peppol network used by the Purchaser, unless otherwise agreed in writing. Supplier acknowledges that the electronic invoice constitutes the sole valid and legally binding invoice for the purposes of the Agreement.
- 18.11 The Supplier shall provide the Purchaser, in a timely manner, with all technical information required for the registration of the Supplier in the Purchaser's systems and for the proper validation of electronic invoices, including the Supplier's Peppol ID, VAT number, legal entity details and electronic invoicing address.
- 18.12 The Supplier warrants that its IT systems and software are fully capable of issuing e-invoices in compliance with EN 16931 and that all e-invoices meet the applicable legal and technical requirements regarding authenticity, integrity and readability.
- 18.13 The Purchaser shall not be liable for any delay or error in the receipt or processing of e-invoices resulting from technical failures, incompatibility, or negligence on the part of the Supplier or its IT systems.

## 19. RETENTION OF TITLE

- 19.1 Title to goods must be transferred to Purchaser without restrictions and without regard to payment of the price.
- 19.2 If, under the terms of an individual agreement, the seller offers to transfer title conditional on payment of the purchase price, Supplier's reservation of title expires not later than payment of the purchase price for the goods delivered. Purchaser also remains authorized, even before payment of the purchase price, to resell the goods in the ordinary course of business, including the advance assignment of the claim resulting from resale; alternatively the simple retention of title extended to the resale applies. However, all other forms of retention of title are excluded. The above provision applies in particular for expanded and

forwarded retention of title and retention of title extended to include reprocessing.

## 20. GRANTING/TRANSFER OF RIGHTS

- 20.1 The parties agree that all rights to the contractual works, designs, including but not limited to figures and graphics, photographs, software, data collections and/or other work results created by Supplier individually for Purchaser, including the associated drafts, documentation and information (together "Work Results" below) are the exclusive property of Purchaser. The parties further agree that Purchaser is entitled to use, exploit, add to, modify and otherwise process these Work Results (including for purposes beyond the business purposes of the Purchaser and the objective pursued with the specific order) in any conceivable manner and otherwise to process them and connect or combine them with other works or items and to transfer them in modified or unmodified form to affiliated companies and other third parties.
- 20.2 Supplier, by entering into this Agreement, accordingly grants exclusive, irrevocable rights of use to the Work Results referenced above created by Supplier and protected under copyright law as well as to all revisions and/or modifications of these Work Results with no temporal, geographic or content-related restrictions, which rights of use may be transferred and/or sub-licensed in whole or in part. This granting of rights includes all rights of exploitation and use, including but not limited to the right of reproduction, dissemination, exhibition, presentation, performance and display, broadcasting, display, rental, leasing and database rights, cinema and video presentation rights (including all audio-visual storage systems), merchandising rights, as well as the rights to playback via interactive and non-interactive video or audio media, the playback of wireless transmissions and public access, digitization, online availability, transmission and playback, other public playback and access. Also included is the right to modify and process the Work Results (in particular to translate them into other languages and to synchronize them) and to combine or connect them with other works or items. The above granting of rights includes all known types of use, including but not restricted to use, application and/or exploitation for advertising purposes (such as in the form of posters, brochures, invitations, letters, reproductions on the Intranet and/or Internet, on websites, in apps and by all other digital media), in the context of books, press releases and/or other written works, in the context of television films, company videos, photographs and/or other recorded images, in all digital forms (such as in the context of multimedia products, on websites, in apps, availability on the Intranet and/or Internet) and/or in artistic and/or graphic images (including logos) that portray or integrate the Work Results. The above granting of rights to the use of the Work Results further includes rights for unknown types of use as well as use in processed form.
- 20.3 If third-party copyright arrangements allow it, Supplier also assigns to Purchaser the copyright to the Work Results as such. Supplier assigns to Purchaser all additional intellectual property rights to the Work Results as well as the film rights.
- 20.4 With regard to the contractual software created by Supplier individually for Purchaser and/or adaptations to software and/or parts of the software (including patentable databases, data or database structures and data collections, the terms and conditions set forth below also apply:
  - If the Work Results are individually created software or adaptations to standard software, Purchaser shall be granted exclusive rights to said software or adaptations. Otherwise the rights shall be granted on a non-exclusive basis.
  - Purchaser is further granted the rights with regard to the contractual software or parts of the software individually, but also when they are included in other software and/or software parts and to that extent also jointly, in particular the right to exploit, lease, rent, reproduce, reconfigure and modify them, to transmit them wirelessly or by wire in whole or in part, to make them available for retrieval by the public free of charge or for consideration and to publicly report on the service. This

right expressly also includes documentation, training materials or interim results of this software.

- Purchaser is entitled to assign rights of use to software that has been purchased by Purchaser on the basis of these Purchase Terms and Conditions in the event of restructuring, the formation of new entities for purposes of research and development (in particular including for joint ventures formed in this context), the sale of companies or the outsourcing of IT processes in whole or in parts to associated companies within the meaning article 1:20 and 1:22 of the Belgian Code of Companies and associations and to third parties (in particular service providers in connection with this IT outsourcing). The assignment may to this extent also be only partial and in the context of the license scope shall include a usage authorization in favor of Purchaser.

20.5 Supplier also assigns all rights to and from inventions (including rights from patents and utility models), distinctive marks, trademarks, trade names and design rights on the Work Results created for Purchaser, to Purchaser in full and worldwide. This assignment further comprises all applications and interests in these rights. The assignment is independent of whether the rights, applications and interests are registered or unregistered. If any existing protective or identifying marks, trademarks, trade names or design rights cannot be assigned, Section 20.1 applies as appropriate.

20.6 If Supplier creates software and or adaptations to standard software on orders from Purchaser, the source and object code created in the context of execution of the order shall be assigned to Purchaser comprehensively and in appropriate form. If the subject matter of the Agreement is the supply of standard software and if Supplier does not transmit the source and object code for it to Purchaser, Supplier must, if Purchaser so wishes, deposit the source code with a suitable third-party, i.e. in particular an escrow agent, under standard market conditions and in favor of Purchaser.

20.7 In addition to the exclusive title to intellectual property, Purchaser also acquires exclusive title to all physical objects and data media created or conveyed in the context of this Agreement by Supplier or on the instructions of the Supplier for the performance of the purchase order (e.g. including but not limited to sketches, drafts, documents, molds, models, tools, films, photographs, transparencies, contact prints, film recordings, videotapes, masters, USB sticks, memory cards, advertising material, posters, signs, labels, packing materials etc.). The above provision applies even if some or all of the cited objects remain in Supplier's possession. These objects must be delivered to Purchaser on request.

20.8 With payment of the stipulated compensation, both the services contractually owed by Supplier and the above-mentioned transfers of rights shall be deemed fully compensated.

**21. THIRD-PARTY RIGHTS AND ATTRIBUTION**

21.1 For image material, Supplier must obtain in advance any required permission of persons portrayed in the image and for its publication and exploitation as stipulated in Section 20.2.

21.2 If third parties such as photographers, illustrators, models, speakers, singers etc. are hired, Supplier shall extend to Purchaser the opportunity to restrict the scope of the service before they are hired, with regard to the determination of fees and legal safeguards.

Supplier must ensure that all creators or ancillary copyright holders who are involved in producing the services and items to be provided in the framework of this Agreement on the basis of an agreement concluded with it, or whose services or works it has used, receive an appropriate share of the proceeds therefrom within the meaning of Belgian copyrights and related rights as set out in Book XI of the Belgian Code of Economic Law.

21.3 If Supplier is the (co-) author with reference to all uses of Purchaser's work, Supplier waives the requirement for attribution and shall require the third parties involved by it in the performance of its services to likewise waive their rights to attribution. Purchaser shall decide on the attribution of Supplier and/or any (co-) authors by name, as well as on any design of the citation.

21.4 Supplier shall ensure by means of corresponding agreements (in particular with any employees or subcontractors commissioned by it) that the contractual use of the Work Results and other objects conveyed by it may not be adversely affected by any (co-) authorship rights or other IP rights and that Purchaser is granted the rights described in Sections 20.1 to 20.7. Supplier must if necessary acquire the necessary rights and/or licenses. Supplier shall pay any license fees.

**22. IP INFRINGEMENTS**

22.1 Supplier shall hold Purchaser harmless from all third-party claims, subject to the provisions of Section 22.2, that are brought on grounds of infringement of third-party IP rights by the Work Results and/or objects supplied when used as stipulated by the Agreement. This hold-harmless obligation includes all expenses that are incurred by Purchaser from or in connection with the third-party claim.

22.2 Supplier shall not be liable for services that are made available by Purchaser. Purchaser shall hold Supplier harmless from third-party claims if and to the extent that the respective claim is brought on grounds that Supplier has acted at Purchaser's express wish, although Supplier has notified Purchaser in writing of its objections with regard to the admissibility of the action.

**23. CORPORATE DESIGN**

Supplier shall use Purchaser's current Corporate Design appropriately, in particular in the creation of communications and public relations services (e.g. advertising material, signs, films, television or radio spots, product packaging, business letters, business reports or similar materials, regardless whether for Purchaser's internal use or for external purposes directed at third parties). In this regard, Purchaser must transmit the Corporate Design to Supplier in a suitable format or enable it to have access. Supplier shall not include any reference in its information or advertising material or its websites to its commercial relationship with Purchaser unless it has obtained Purchaser's prior written approval.

**24. COMPLIANCE WITH THE REQUIREMENTS OF FAIR TRADE LAWS IN ADVERTISING AND PUBLIC RELATIONS SERVICES**

24.1 Supplier shall be liable for the compliance of advertising and public relations measures proposed by it with the provisions of fair trade laws applicable to these measures. Supplier shall bear any costs incurred by Purchaser as a result of and failure by Supplier to properly examine or verify the admissibility of the proposed public relations measure under fair trade laws.

24.2 Supplier shall not be liable for the accuracy of objective statements made about Purchaser's products and services in the proposed public relations measure if and to the extent that Purchaser has approved this content for publication.

**25. PHARMACOVIGILANCE**

This Section applies when the Supplier provides goods or services related to Bayer's medicinal products, food supplements, cosmetics, medical devices, combination products and therapy aids. It does not apply to purchases from Bayer's Crop Science Division.

1. Supplier must implement and maintain appropriate Quality Management Measures (QMMs) to meet its pharmacovigilance (PV) and regulatory responsibilities. Essential QMMs include process description, qualification and training, documentation, and improvement measures.

2. Supplier shall promptly notify Bayer of any self-identified issues or findings from internal or 3<sup>rd</sup> party audits and inspections related to its obligations outlined in this Section [25].

3. The Supplier agrees to provide Bayer's pharmacovigilance department with written reports of all Adverse Events (Any untoward medical occurrence in a patient or clinical investigation subject administered a pharmaceutical product, and which does not necessarily have a causal relationship with this treatment. An adverse event (AE) can therefore be any unfavorable and unintended sign (including an abnormal laboratory finding, for example), symptom, or disease temporally associated with the use of a medicinal product, whether or not considered related to the medicinal product. Additionally, the following safety-relevant information must be reported: All known cases of exposure via mother / father (exposure during conception, pregnancy, childbirth and breastfeeding); drug interactions; addiction / dependence; withdrawal syndrome; lack of drug effect / lack of effect; suspected transmission of an infectious agent; intentional and accidental product use issues and medication errors including but not limited to off-label use, intentional and accidental misuse, abuse, overdose, and inappropriate administration; counterfeit products, including diverted and falsified products; occupational and environmental exposure; unexpected therapeutic benefits (pre-existing condition improved) with respect to a Bayer product.) and Complaints (Any report received (written, electronic or verbal communication) about a potential or alleged failure of a product in its quality (including the identity, durability, reliability, safety, efficacy or performance) or a suspected counterfeit which may or may not represent a potential risk to the patient / customer / user / environment.) regarding Bayer products within one business day of receipt. Reports can be sent via email to [pv.caseprocessing@bayer.com](mailto:pv.caseprocessing@bayer.com) or through the contact format <https://www.bayer.com/en/report-a-side-effect.aspx>.

## 26. CONFIDENTIALITY

26.1 Supplier must use all information received orally or in writing from Purchaser only for the purposes stipulated in this Agreement, keep it confidential and not disclose it to third parties without Purchaser's prior written consent. Supplier must further make the information accessible only to those employees and subcontractors, if any, who are bound by a confidentiality agreement equivalent to that stipulated in Section 25 and who are required to have the information to perform the Agreement between Supplier and Purchaser. At Purchaser's request, Supplier must confirm to Purchaser in writing the conclusion of corresponding agreements.

26.2 The confidentiality requirement stipulated above extends as appropriate to the request for quotation and purchase order as well as to the work performed in this regard.

26.3 The above obligations do not apply to information that

- at the time of its disclosure was already known to Supplier without any obligation to the Purchaser to keep it confidential, or
- was disclosed to Supplier by third parties who received and forwarded this information without violating any confidentiality obligation, or
- at the time of its disclosure by Purchaser was already in the public domain, or
- entered the public domain thereafter through no fault on the part of Supplier.

26.4 Nor does the confidentiality obligation apply if disclosure of the information to a court or a government authority is required by an order of the court or other government authority for the execution of the order. If permitted under the specific circumstances, Supplier shall immediately notify Purchaser before information is forwarded to a court or government authority.

26.5 The confidentiality obligation stipulated above survives the completion of the order unless one of the exceptions cited above occurs subsequently.

## 27. DATA PROTECTION

27.1 Each party must at all times comply with its respective obligations under the applicable data protection laws and regulations (including but not limited to the Regulation (EU) 2016/679 "General Data Protection Regulation" GDPR).

27.2 Information according to Art. 13 GDPR on how Purchaser processes personal data of natural persons in the context of this Agreement can be found on the following website: <https://www.bayer.com/en/corporate-compliance/data-privacy-information-for-specific-processing-activities>.

## 28. USE OF ARTIFICIAL INTELLIGENCE SYSTEMS

28.1 Supplier shall promptly disclose in writing to Purchaser the usage of Software that qualifies as or incorporates an AI System (i.e. machine-based system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.) or AI component

28.2 Supplier shall not utilize any Software and/or Related Services that use an AI System without obtaining prior written consent (email to suffice) from Purchaser.

28.3 In case Supplier uses an AI System, Supplier warrants that any output generated does not infringe the rights of third parties.

28.4 Supplier confirms that any AI System that is part of the Software conforms with the applicable law, in particular and to the extent applicable to the requirements of the AI Act (Regulation (EU) 2024/1689 of the European Union).

28.5 Supplier shall not create, develop, or otherwise use a AI system that is deemed „High-risk“ in accordance with Art. 6 of the AI Act without Purchaser's written approval.

28.6 Supplier must not upload any Purchaser Data into an AI System without Purchaser's prior written approval.

28.7 Supplier must not use any Purchaser Data to further train any AI System.

28.8 At first request of Purchaser, Supplier must assist and make available to Purchaser all information necessary to demonstrate compliance with the AI Act (including in respect of record-keeping and logging requirements).

## 29. EU DATA ACT

29.1 Unless defined otherwise in this Section 29 the terms have the meaning as specified in the EU Data Act.

29.2 This Section 29 applies to connected products, related services and data processing services covered by the Agreement.

29.3 Supplier shall not be entitled to use and/or make available to any third party any product data, related service data and exportable data except to the extent necessary for performing the services pursuant to the Agreement.

29.4 Purchaser reserves the right to exercise its rights pursuant to the EU Data Act (e.g. as user or customer).

## 30. LIABILITY FOR DEFECTS AND OTHER WARRANTIES

30.1 Supplier warrants that the goods and or services owed do not have any defects that would adversely affect their value or suitability for use, that they have the contractually stipulated or required qualities and are suitable for the use specified in the Agreement. Supplier further warrants that the goods or services owed correspond to the generally accepted rules of the art, the latest requirements of government authorities, the

applicable provisions of Book IX of the Belgian Code of Economic Law on Product and Service Safety, the respective applicable safety requirements and the occupational safety and accident prevention requirements.

- 30.2 Supplier's liability also extends to the parts manufactured and/or supplied by subcontractors and the services performed by subcontractors.
- 30.3 Purchaser must report defects in the contractual goods to Supplier as soon as they are identified in the ordinary course of business. The complaint period shall be determined on the basis of the individual circumstances. For apparent defects the complaint period is at least five (5) days from the date of shipment. For concealed defects the complaint period is at least five (5) days after the discovery of the defect.
- 30.4 Purchaser shall retain possession of and title to defective parts until they are replaced. Defective parts shall be returned to Supplier in exchange for the delivery of and transfer of title to the replacement.
- 30.5 Supplier shall bear the costs of testing, inspection and rectification (including any costs of removal, installation and transport). The above requirement shall also apply if it is determined that no defect actually existed. Any potential liability for damages on the part of the Purchaser in the event of unjustified warranty claims remains unaffected. Purchaser shall to this extent be liable only if it was aware or was grossly negligently unaware that no defect actually existed.
- 30.6 In urgent cases if a rectification by Supplier cannot be expected, notwithstanding its statutory rights under the warranty, Purchaser can also have the defect rectified itself or by third parties at Supplier's expense and demand reimbursement from Supplier of the expenses incurred. Purchaser also has this right if Supplier negligently fails to cure the defect in spite of being given an extended deadline, the deadline extension is superfluous or the attempted rectification is ultimately unsuccessful.
- 30.7 If Supplier has provided a guarantee for the properties or durability of the object supplied, Purchaser can file claims under the guarantee in addition to its rights arising from defects.

### **31. SUPPLIER'S REOURSE**

- 31.1 In addition to its claims arising from defects, Purchaser also has unrestricted access to Supplier's statutory recourse claims within a supply chain (supplier's recourse). In particular, Purchaser is entitled to specify the exact type of cure (repair or replacement) that the seller owes its customer in the specific case. Its statutory options (the applicable provisions of Book 5 of the Belgian Civil Code) are not thereby limited.
- 31.2 Before Purchaser accepts or honors a warranty claim brought by one of its customers (including compensation for expenses) Purchaser shall notify Supplier with a brief description of the situation and a request a written response. If the response is not received within a reasonable period and agreement on a solution cannot be reached, the warranty claim actually honored by Purchaser shall be owed to its customer. In this case, Supplier must present proof to the contrary.
- 31.3 Purchaser's claims from supplier recourse are valid even if the goods were subjected to further processing before they were sold to a consumer by Purchaser or to one of its customers (e.g. by incorporation in another product).

### **32. CANCELLATION**

- 32.1 If the Agreement is a continuous obligation, Purchaser, in the case of the exercise of its ordinary cancellation rights, is also entitled to partial cancellation, if it can reasonably be expected of Supplier.
- 32.2 If the Agreement is a continuous obligation it can be canceled without notice for cause. Sufficient cause exists in the following cases in particular:

- Supplier defaults on a contractual obligation and does not cure the default within a reasonable period of time set by Purchaser, accompanied by the threat of cancellation.
- If the deadline for compliance cannot be extended depending on the type of breach, Supplier has not successfully cured the breach in spite of a warning.
- Supplier has not complied with its obligation to withhold taxes and/or social security contributions.
- There has been significant deterioration of Supplier's financial situation that endangers performance of the Agreement.
- A bankruptcy petition has been filed against the Supplier or the Supplier has been declared bankrupt or has applied for a suspension of payments.
- The business of the Supplier is suspended, liquidated or transferred.

### **33. LIABILITY**

- 33.1 Supplier must hold Purchaser harmless from producer liability claims and claims under Book VI, Title 3 of the Belgian Code of Economic Law on product liability if the cause is within the area of control or operation of Supplier or its subcontractors.
- 33.2 In the framework of its own liability for damages pursuant to Article 33.1, Supplier must also reimburse any expenditures incurred by Purchaser or in connection with a recall campaign conducted as required by law. The above also applies for precautionary recall campaigns.
- 33.3 Purchaser shall be responsible for instructing government authorities. Purchaser shall coordinate with Supplier as necessary.
- 33.4 Apart from that, Supplier shall be liable in accordance with the statutory provisions including but not limited to the strict liability regime for defective products under Book VI of the Belgian Code of Economic Law.
- 33.5 The Supplier waives any extra-contractual liability claim that it or its auxiliary persons could bring against Purchaser or against Purchaser's auxiliary persons for damage arising out of or in connection with the non-performance or defective performance of any contractual obligation between the Parties, within the meaning of Book 6 of the Belgian Civil Code. This exclusion does not apply in case of fraud or willful misconduct by Purchaser or its auxiliary persons and is without prejudice to rules of public order or mandatory law, including the strict product liability regime under Book VI of the Belgian Code of Economic Law.
- 33.6 For the purposes of this article, "auxiliary persons" of Purchaser means subcontractors, employees, directors and any other persons acting under Bayer's authority or on Bayer's behalf.
- 33.7 Purchaser's auxiliary persons may invoke the terms of this article as third-party beneficiaries.
- 33.8 The Supplier undertakes to impose a similar waiver of extra-contractual recourse on its own contracting parties (including end customers, subcontractors or principals) to the extent legally permissible.
- 33.9 The Supplier shall indemnify and hold Purchaser and/or its auxiliary persons harmless for all direct damage incurred by Purchaser and/or its auxiliary persons as a result of any extra-contractual claim brought against them by Supplier's contracting parties, to the extent such claim results from Supplier's failure to implement the foregoing obligation.

### **34. LIMITATION PERIODS**

- 34.1 Unless expressly agreed otherwise, the statutory periods of limitation apply. Notwithstanding the above, the provisions set forth below apply.
- 34.2 Notwithstanding Book 5 of the Belgian Civil Code, the general period of limitation for contractual claims on grounds of material defects and defects of title is one (1) year following delivery to Purchaser at the place of performance. If early acceptance is stipulated the period of limitation starts not later than the final acceptance.

34.3 Non-contractual claims on grounds of material defects and defects of title and contractual claims on grounds other than defects are subject to the statutory periods of limitation.

34.4 The period of limitation on justified defect complaints is extended by the length of time between the defect complaint and its satisfaction. If the object supplied is replaced in its entirety, the period of limitation begins again. For a partial replacement, the period of limitation applies to the replaced parts. The period of limitation shall not start over if Supplier is visibly not acting in the framework of its obligation to cure defects.

**35. WITHHOLDING TAX**

35.1 Purchaser has the right to withhold from the compensation owed under this Agreement any taxes due at the source, the withholding of which is Purchaser's statutory responsibility, including any solidarity surtax legally due on such taxes. Any tax withheld shall be treated for all purposes of this Agreement as if it has been paid by Purchaser to Supplier. Supplier must as soon as possible receive a tax receipt from Purchaser indicating the amount of the tax withheld at the source that documents the amount of the taxes withheld and deducted.

35.2 No tax shall be withheld at source or the amount withheld shall be reduced if Supplier, before payment of compensation, presents all necessary documents from the respective tax authority, certifying that the payment is exempt from tax or subject to a reduced tax rate.

35.3 If Purchaser cannot deduct the withholding tax, including any solidarity surtax, from the payment because the compensation is paid by offsetting of mutual claims, Supplier must pay the withholding tax, plus any solidarity surtax, to Purchaser separately. If Purchaser has neglected to deduct withholding tax although it is required under the law to pay withholding taxes to the tax authorities for Supplier's account, Supplier shall assist Purchaser with regard to all procedures that are necessary to obtain a refund from the tax authorities. If the tax authorities do not refund the subsequently paid withholding taxes including any solidarity surtax, Supplier shall immediately refund to Purchaser the amount of the tax owed by law, including any solidarity surtax.

**36. VAT**

All stipulated compensation amounts are net amounts. If owed by Supplier under the law, value-added tax must be paid after receipt of a correct invoice within the meaning of the Value-Added Tax Act in addition to the stipulated compensation.

**37. ORIGIN OF GOODS/CUSTOMS STATUS**

37.1 Origin of goods

The goods supplied must meet the origin requirements of the EU Generalized System of Preferences and/or any other relevant EU preferential origin regime unless not expressly stipulated otherwise in the order acknowledgment. Supplier must issue all supplier declarations required by the Implementing Regulation (EU 2015/2447) and confirm the preferential status of the products supplied by it. This requirement is not satisfied by the indication of the country of origin on the invoice. Supplier is responsible for the accuracy of the supplier's declaration and shall be liable to Purchaser for any damage incurred. A long-term supplier's declaration may be issued; at Purchaser's request, however, an individual supplier's declaration must be issued in each case. At Purchaser's request, however, a certificate of origin must be issued in each case, if necessary.

37.2 Customs status

Unless otherwise agreed between Supplier and Purchaser, Supplier must always supply Union goods for deliveries from an EU loading point. Supplier must indicate the customs status of the goods in its shipping documents (e.g. bill of lading). Unless otherwise indicated: goods that are shipped from an EU loading point are Union goods.

37.3 Custom and Foreign Trade

In addition the "BAYER Supplier Instruction - Customs and Foreign Trade Terms and Conditions" - apply.

**38. SUSTAINABILITY**

38.1 Supplier is obligated to organize its business with Purchaser in compliance with Bayer's human rights-related and environment-related expectations as well as other sustainability topics as outlined in Bayer's Supplier Code of Conduct ("Bayer SCoC"), version 2025, which can be accessed through <https://www.bayer.com/en/procurement/supplier-code-of-conduct>, version 2025 and is attached to this purchase order/Agreement. Purchaser reserves the right to amend this Sustainability Clause as well as the Bayer SCoC if Purchaser's human rights-related and environment-related expectations change and will inform Supplier thereof as soon as reasonably possible. Supplier shall acknowledge continued compliance to such amended SCoC or clause, as the case may be.

38.2 Supplier will address the substantive provisions of the Bayer SCoC to its suppliers and ensures that the substantive provisions of the Bayer SCoC are adhered to by itself and its suppliers, including access to Bayer's complaint portal specified in the Bayer SCoC.

38.3 Purchaser reserves the right to evaluate, control or audit (onsite or remote audit, online or paper questionnaire, recognized certification systems or audit-systems, etc.) to ensure and verify compliance with the aforementioned. An evaluation, control or audit can be executed directly by Purchaser or by a qualified third party.

38.4 Supplier shall, without undue delay, (i) report to Purchaser in writing any identified risks for and violations of the principles outlined in Bayer SCoC and (ii) take appropriate remedial actions to prevent, end, or minimize the violation. Purchaser reserves the right to (i) apply a concept for ending or minimizing a violation and (ii) ask for Supplier's cooperation in this respect. If Supplier fails to comply with the requirements of the Bayer SCoC, and after a grace period of three months has lapsed without the violations having been eliminated, Purchaser reserves the right to either (i) suspend the agreement until such violations have been remedied, or (ii) give extraordinary notice of termination after the aligned timeline for execution has lapsed unfruitful and at Purchaser's exclusive discretion.

38.5 Supplier acknowledges and supports Bayer's Supplier Inclusion & Diversity efforts, its commitment to the participation of diverse businesses and the prohibition of discriminatory treatment in the supply chain as outlined in Bayer SCoC. Supplier will use reasonable efforts to employ qualified diverse suppliers and subcontractors where appropriate and feasible, keep record of their use, and be able to produce a report upon Purchaser's request of spend percentages with diverse suppliers.

38.6 Supplier shall indemnify and keep Bayer and its affiliates, including Bayer AG (all Bayer affiliates listed at [https://www.bayer.com/sites/default/files/GDIS\\_Compaines\\_EN.pdf](https://www.bayer.com/sites/default/files/GDIS_Compaines_EN.pdf)) harmless from any damages, 3rd party claims, fines, or losses arising out of violations of the obligations described either herein or in the SCoC.

**39. FINAL PROVISIONS**

39.1 Supplier is permitted only with Purchaser's express written consent to cite the business relationship with Purchaser or to refer to it in informational and advertising material.

39.2 Supplier may assign claims against Purchaser that are not monetary claims only with Purchaser's express consent.

39.3 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and transferees. This agreement may not be assigned, transferred or novated, in full or in part, by either party to any other party without the prior written consent of the other party hereto; provided, however, that Purchaser may assign, transfer or

novate, in full or in part, its rights and obligations hereunder without the prior written consent of the other party to (a) any affiliated entity with it within the meaning of article 1:20 and 1:22 of the Belgian Code of Companies and associations , or (b) to a successor or transferee, whether by merger, consolidation, purchase or otherwise, of the business or assets of Purchaser, or parts thereof, to which the subject matter of this agreement relates.

- 39.4 This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and transferees. This agreement may not be assigned, transferred or novated, in full or in part, by either party to any other party without the prior written consent of the other party hereto; provided, however, that Bayer may assign, transfer or novate, in full or in part, its rights and obligations hereunder without the prior written consent of the other party to (a) any affiliated entity, or (b) to a successor or transferee, whether by merger, consolidation, purchase or otherwise, of the business or assets of Bayer, or parts thereof, to which the subject matter of this agreement relates.
- 39.5 Supplier may offset only against undisputed or legally upheld claims. If Supplier has a right to withhold performance, Supplier may do so only against claims that originate from the same contractual relationship.
- 39.6 Otherwise the statutory provisions governing offsetting and withholding rights apply.
- 39.7 Supplier must immediately notify Purchaser in writing of any transfer of the Agreement by operation of law and of any change in its company name.
- 39.8 Force Majeure: Where a Party is unable, wholly or in part, by reason of fire, flood, explosion, earthquake, riot, act of God, war or terrorist activities, through no fault of the Party declaring Force Majeure and not resulting in any way from its negligence or willful misconduct to carry out its obligations under this Agreement, excluding payment obligations ("Force Majeure Event"), such obligations shall be suspended so far as they are affected by the Force Majeure Event and, in relation to such suspended obligations, neither Party shall be liable to the other or be deemed to be in breach of this Agreement for reason of delay in performance or failure of performance.
- 39.9 Belgian law shall apply, excluding its conflict of law rules. The UN Convention of April 11, 1980, on agreements for the International Sale of Goods shall not apply.
- 39.10 If a purchase order references INCOTERMS without indicating the year, INCOTERMS apply in the version in force at the time of the purchase order.
- 39.11 The courts of Brussels shall have exclusive jurisdiction.
- 39.12 Bayer is not obliged and willing to participate in dispute resolution procedures. The EU Commission provides an online dispute resolution platform (OS platform) for consumer disputes resulting from online purchase agreements and online service contracts. You can access this platform via <http://ec.europa.eu/consumers/odr/>.
- 39.13 If individual provisions of the Agreement are or become invalid or unenforceable in whole or in part, the remaining provisions shall be unaffected thereby.
- 39.14 If provisions are excluded from the Agreement, are invalid or unenforceable, the content of the agreement shall be as required by law. Only otherwise and if no additional interpretation of the Agreement takes priority or is possible, the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that comes economically as close as possible to the original provision in consideration of their mutual interests.

## Bayer Supplier Code of Conduct - Version 2025

### Introduction

Sustainability is an essential component of our corporate strategy, our business activities, our corporate values and the way in which we operate our businesses. Guided by our mission "Health for all, Hunger for none," we promote inclusive growth and the responsible use of resources to help people, and the planet thrive.

### Purpose & Scope

This Supplier Code of Conduct is designed to help ensure that suppliers, third-party suppliers and subcontractors (hereinafter "supplier(s)") meet our principles for healthy and safe working conditions, fair and respectful treatment of their workforce, ethical business practices and protection of the environment, among others.

Its objective is to define our expectations of all suppliers in terms of environmental, social and governance aspects. Bayer has defined a minimum set of criteria which suppliers must comply with.

### Regulations

Bayer considers collaboration on sustainability in the supply chain as key and essential to conducting business. Companies must collaborate along supply chains to continuously improve and respect the environment as well as to protect human rights.

#### Bayer supports:

- // The Ten Principles of the United Nations Global Compact (UNGC) on Human Rights, Labor, Environment and Anti-Corruption
- // The UN Guiding Principles on Business and Human Rights (UNGPs)
- // The OECD Guidelines for Multinational Enterprises

This Bayer Supplier Code of Conduct is based on a range of international standards, including:

// The UNGC, the International Bill of Human Rights, the International Labour Organization's (ILO) Declaration on Fundamental Principles and Rights at Work, the UNGPs, the Rio Declaration on Environment and Development, the UN Convention Against Corruption, the Convention on Biological Diversity, the UN Framework Convention on Climate Change (UNFCCC) as well as the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, the Stockholm Convention on persistent organic pollutants (POPs) and the Minamata Convention on Mercury.

Bayer is a long-time member of the global Responsible Care initiative of the chemical industry, the Pharmaceutical Supply Chain Initiative (PSCI), and the Together for Sustainability (TfS) initiative (founding member), among others. In 2020, Bayer joined the Science Based Targets initiative (SBTi) to reduce greenhouse gas (GHG) emissions and fight climate change.

The Bayer Supplier Code of Conduct incorporates well-established principles of sustainability that are also included in policies and positions at the Bayer Group including, but not limited to:

// The Bayer Code of Conduct, which emphasizes how crucially important it is that Bayer's employees conduct themselves in a legally compliant manner. It also describes how we interact with our stakeholders, such as customers, patients and consumers.

// Bayer's Human Rights Policy, which supports us in respecting and fostering human rights within our own business activities and in business relations.

// The Bayer Water Position, through which Bayer is committed to preventing water pollution and continuously improving water

reuse, water reduction and wastewater treatment. Bayer has endorsed the UNGC CEO Water Mandate.

All these activities demonstrate how Bayer takes its responsibility concerning ethical, social and ecological standards seriously, and how Bayer Group companies put the principles of sustainability into practice in their daily operations. Thus ethical, social and ecological as well as additional quality assurance and risk minimization principles are anchored in Bayer's procurement processes.

The principles expressed in the Bayer Supplier Code of Conduct comprise an important component of supplier selection and evaluation. Moreover, Bayer expects its suppliers to address these principles further down the supply chain. If a supplier is in breach of one of these principles and cannot agree on an improvement plan or does not implement it, Bayer reserves the right to end the commercial relationship.

The Bayer Supplier Code of Conduct is therefore made available to our suppliers with the goal of strengthening our mutual understanding of how these principles should be practiced in day-to-day business, including the advancement of efforts to contribute to the better health of people, while protecting the planet. If any of the provisions herein conflict with either contractual stipulations between a supplier and Bayer, or Bayer's General Terms and Conditions of Purchase, the contractual stipulations or the General Terms and Conditions of Purchase shall take precedence.

To help and enable suppliers to implement these principles, Bayer has published the Bayer Supplier Code of Conduct Guidance, which is based on the Bayer Supplier Code of Conduct and provides concrete examples of good practices, key expectations and references which suppliers can use. This Guidance can be found at <https://www.bayer.com/en/procurement/supplier-code-of-conduct>

### Ethics

To meet social responsibilities, suppliers shall conduct their business in an ethical manner and act with integrity, while complying with all applicable laws and regulations. These include the following aspects:

#### Business Integrity

Suppliers shall not practice or tolerate any form of corruption, extortion, embezzlement or money laundering. Suppliers shall not offer or accept bribes or other unlawful inducements (e.g. "facilitation payments") to or from their business partners or government officials, as stated in the United Nations Convention against Corruption. Suppliers shall not offer gifts or other personal benefits to Bayer employees that could be construed as a bribe. In any case, gifts or hospitality shall not be offered to improperly influence a business relationship and must not violate applicable legal or other requirements as defined in this Supplier Code of Conduct. Suppliers shall provide their workforce with regular anti-corruption and anti-bribery education and training to prevent, mitigate and respond to non-compliance.

#### Conflicts of Interest

Suppliers shall disclose to Bayer any situation that could constitute a conflict of interest in connection with the business relationship between them and Bayer, such as Bayer employees who have professional, private and/or not entirely insignificant financial advantages or interests in their business.

#### Fair Competition

Suppliers shall conduct their business in line with fair and free competition in compliance with all applicable competition (or "antitrust") laws.

#### International Trade Controls

Suppliers shall fully comply with all applicable export control regulations and trade laws relevant to their operations in the countries in which they conduct business. This includes, but is

not limited to, regulations governing the export and import of goods, services and technology.

It is essential that suppliers provide accurate, complete and truthful information to customs authorities and other relevant governmental bodies whenever required. This commitment to transparency is crucial for ensuring compliance with international trade controls and for fostering a trustworthy partnership. Additionally, suppliers shall implement robust internal processes to ensure compliance with these regulations and to monitor any changes in legislation that may impact their operations. In order to maintain a high standard of compliance, regular training and awareness programs are recommended for employees who are involved in export activities.

#### Confidentiality, Intellectual Property, Data Privacy & IT Security

Suppliers shall safeguard and make only appropriate use of confidential information and ensure that all employees' and business partners' privacy and valid intellectual property rights are protected.

Suppliers shall not use Bayer's name or trademarks or those of our affiliates or products in publicity or advertising without Bayer's prior written consent.

Suppliers' information systems that contain Bayer's confidential information or data shall be appropriately managed and protected against unauthorized and/or unlawful access, use, disclosure, loss, alteration and destruction. Suppliers shall implement appropriate technical and organizational cybersecurity measures and maintain an IT security policy in accordance with common frameworks, ensuring that, in the event of a data breach or any other type of cybersecurity incident affecting them, Bayer is notified immediately. Suppliers shall process personal information on behalf of Bayer only in compliance with the respective data processing agreements and applicable data privacy laws.

#### Fair Marketing Practices

Interactions with healthcare professionals and organizations (HCPs, HCOs) are intended to enhance the practice of medicine and ultimately benefit patients. Interactions shall focus on informing HCPs and HCOs about products, providing scientific, medical and educational information, or supporting medical research and education. Nothing shall be offered or provided to HCPs and HCOs in a way that has an inappropriate influence on prescribing practice.

Likewise, interactions when marketing or selling products for agriculture, such as seeds and crop protection products, shall also follow fair and ethical practices. Bayer expects its suppliers who prepare sales, advertising, promotional and marketing materials to fulfill their duties through truthful and accurate descriptions.

#### Standards When Conducting Clinical Trials

Suppliers shall conduct clinical trials in accordance with international guidelines, applicable national and local laws and regulations, and recognized international quality and safety standards applicable to the proposed work. These include, but are not limited to, the ICH E6(R3) Good Clinical Practice, EU Regulation No. 536/2014 on clinical trials, and relevant U.S. FDA regulations (21 CFR Parts 50, 54, 56, and 312), or their local equivalents. When engaged in clinical trials on behalf of Bayer, all clinical trials shall be conducted in accordance with the global standards of Good Clinical Practices and follow the strictest data protection laws (e.g. GDPR) and medical, scientific and ethical principles, in particular the Declaration of Helsinki.

#### Animal Welfare

If applicable to the suppliers' industry, alternatives to animal testing shall be used when such alternatives are scientifically valid and predictive so as not to compromise the quality or safety evaluations of Bayer's products and when they are acceptable to regulatory agencies. When animal testing is necessary, suppliers shall minimize the number of animals used for

testing. Suppliers shall be equally committed to conducting animal testing using the most humane scientifically valid protocol, which must meet study and regulatory requirements, and shall conduct tests only in accordance with all applicable laws, Bayer guidelines and AAALAC accreditation<sup>1</sup>. 1Association for Assessment and Accreditation of Laboratory Animal Care.

#### Utilization of Genetic Resources

Suppliers undertake to enable the fair and equitable sharing of the benefits arising out of the utilization of genetic resources in accordance with the Convention on Biological Diversity.

#### Labor & Human Rights

Suppliers shall respect the human rights of their employees, local communities, and vulnerable groups, treating them with dignity and respect. This includes the following aspects:

##### Child Labor Avoidance

Bayer does not tolerate child labor in its supply chain. Suppliers must avoid any sort of child labor in their business operations as defined in the International Labour Organization's (ILO) core labor standards<sup>2</sup>. If local minimum age law stipulates a higher age for work or mandatory schooling, the higher age applies. In case young workers are employed, they must not do work that is mentally, physically, socially, or morally hazardous or interferes with their schooling.

<sup>2</sup> Convention concerning Minimum Age for Admission to Employment, 1973, (No. 138); Convention concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, 1999, (No. 182)

##### Freely Chosen Employment

Bayer takes a zero-tolerance approach to any form of modern slavery, servitude and forced or compulsory labor and any form of human trafficking in our supply chain. The same applies to bonded, indentured and involuntary prison labor. Practices such as withholding personal property, passports, wages, training certificates, work or any other document for inappropriate reasons are not acceptable. Employees may leave the employer freely, provided they comply with requirements for advance notice as specified by applicable law.

Employees shall be paid on time and in full for the work they have done prior to leaving according to applicable laws.

##### Freedom of Association

Suppliers commit to an open and constructive dialogue with their employees and workers' representatives. In accordance with local laws, suppliers shall respect the rights of their employees to associate freely, form and join labor unions, seek representation, join works councils and engage in collective bargaining. Suppliers shall not disadvantage employees who act as workers' representatives so that they can exercise their role without fear of reprisal or discrimination.

#### Working Time, Wages & Benefits

Working time for suppliers' employees should not exceed the maximum set by the applicable national law and by ILO standards and overtime work shall be on a voluntary basis. Suppliers shall respect the right to rest and leisure of their employees in balancing their work and private lives. Compensation shall be paid to employees regularly, in a timely manner and in full according to applicable laws and shall comply with applicable national wage laws. Compensation and benefits should be fair and competitive, equal for all and should aim to provide an adequate standard of living for employees and their families. Unless otherwise provided by local laws, deductions from basic wages as a disciplinary measure shall not be permitted (this does not exclude the entitlement to damages on a contractual or legal basis). It is recommended that suppliers offer their employees ample training and educational opportunities.

#### Non-Discrimination & Fair Treatment

Equal treatment of all employees must be a fundamental principle of the supplier's corporate policy. Any kind of discrimination is prohibited. Discrimination occurs when decisions are made for reasons that are not related to the job or are not

necessary for the business and – consciously or unconsciously – are based on irrelevant characteristics of an employee such as age, disability, ethnic origin, family status, gender, gender expression, gender identity, involvement in an employee representative body, national origin, physical characteristics, pregnancy, religion, sexual orientation, skin color, social origin, union membership, volunteering or any unlawful criterion under applicable law.

Suppliers must provide their employees with a workplace free of harsh and inhumane treatment, without any sexual harassment, sexual abuse, physical punishment, or torture, mental or physical coercion or verbal abuse of employees, or the threat of any such treatment. Furthermore, suppliers are expected not to terminate any employment contract unfairly or without clear evidence specifying that the employment contract was terminated due to the working performance of the employee, as permitted by law.

Bayer encourages suppliers to provide an inclusive and supportive working environment for their employees.

#### Use of Security Forces

Whenever third parties (private or public) are employed to protect the supplier's operations and activities, suppliers must ensure that employees are protected through appropriate instruction or control of such third parties. Security personnel must respect the human rights of the individuals they encounter while on duty. Use of torture, cruel or excessive force, inhuman or degrading treatment, or injury to life or limb, as well as impairment of the right to organize and the freedom of association are unacceptable.

#### Conflict Minerals

Suppliers shall ensure that products supplied to Bayer do not contain metals derived from minerals or their derivatives that have originated from Conflict Affected and High-Risk Areas (CAHRAs) that directly or indirectly finance or benefit armed groups and cause or foster human rights abuses. Suppliers are expected to comply with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (OECD DDG) as well as other applicable regulations such as the EU Conflict Minerals Regulation.

#### Local Communities & Vulnerable Groups

Suppliers shall respect the rights of local communities, including indigenous peoples and other vulnerable and disadvantaged groups. Suppliers shall obtain indigenous peoples' free, prior and informed consent on whether and how to carry out business activities. Unlawful eviction and deprivation of land is unacceptable. Suppliers shall listen to the concerns of local residents and strive to create positive impacts through local engagement. The support of local job creation, local sourcing, education provision, and infrastructure development is encouraged.

#### Health & Safety

Suppliers shall make adequate provision for the health and safety of their employees, customers, visitors, contractors and others who may be affected by their activities. Suppliers shall have health and safety programs in place to identify, assess and manage risks to ensure and improve employee safety and well-being. This comprises the following aspects:

#### Occupational Health & Safety

Suppliers shall adequately protect their employees against natural, chemical, biological and physical hazards. Regular risk assessments shall be conducted as a proactive means of identifying and mitigating potential hazards. Physically demanding tasks and conditions in the workplace as well as risks associated with infrastructures used shall be adequately managed to protect their employees. Suppliers shall provide safe workplaces, workstations and work equipment by means of adequate maintenance and necessary technical protective measures to mitigate risks and to prevent accidents and occupational illnesses. Suppliers shall also set up appropriate controls for the tasks to be performed, implement safe work

procedures and provide employees with appropriate personal protective equipment.

Safety information relating to any identified workplace risk or hazardous materials<sup>3</sup> – including components of intermediate materials – shall be made available to inform, train and protect workers from hazards.

Suppliers shall ensure appropriate organization of work in terms of working hours and rest breaks to avoid excessive physical or mental fatigue. In addition to ensuring physical safety, suppliers shall use their best efforts to support the mental health of their employees. Suppliers shall use their best efforts to meet physical accessibility requirements based on local regulations.

A safe and healthy working environment shall include, as a minimum, the provision of potable drinking water, adequate lighting, a reasonable working temperature, ventilation and sanitation and, if applicable, safe and healthy company living quarters.

3 According to the Globally Harmonized System (GHS).

#### Process Safety

Suppliers shall have safety programs and management systems in place for managing and maintaining all their production processes in accordance with the applicable safety standards. Programs shall be appropriate to facility and process risks. Suppliers shall appropriately communicate, disclose and manage hazards inherent in their processes and products to ensure that affected or potentially affected third parties are protected. Likewise, major incidents shall be analyzed and communicated in a timely fashion. For hazardous installations and processes, the supplier shall regularly conduct specific risk assessments and implement measures that prevent the occurrence of incidents such as chemical releases, fires and explosions.

#### Product Safety

Suppliers shall comply with product safety regulations, label products properly and communicate product handling requirements. They shall provide relevant parties with the applicable documentation in an accessible format containing all necessary safety-relevant information for all hazardous substances in case of a legitimate need. This includes product information, safety data sheets, notification or registration confirmations, usage and exposure scenarios. Suppliers shall proactively and transparently share information about the health, safety and environmental aspects of their products with all relevant parties and ensure that newly acquired information is promptly and proactively disclosed. In addition, suppliers shall ensure that the transportation of dangerous goods takes place in compliance with applicable local and international regulations.

**Emergency Preparedness, Risk Information & Training**  
Suppliers shall make safety information on identified workplace risks available to employees and contractors in an accessible format. Employees and contractors shall be correspondingly and continuously trained to ensure they are adequately protected at all times. Suppliers shall identify and assess relevant risks and emergency situations in the workplace, public neighborhood, and company-provided living quarters. Their potential impact shall be minimized by implementing appropriate fire protection, effective emergency plans, regular drills, and response procedures. Clear reporting mechanisms shall be established for employees to report incidents and unsafe conditions or practices without fear of retaliation. Suppliers shall maintain records of workplace injuries and illnesses.

#### Climate & Environment

Suppliers shall operate in an environmentally responsible and resource-efficient manner. This comprises the following aspects:

#### Conservation & Use of Natural Resources

Suppliers shall preserve and protect natural resources, such as sources of energy, water, forests, soil, raw materials, etc. Suppliers shall prevent the exploitation, destruction and

neglect of natural resources. Likewise, suppliers shall use their best efforts to minimize the creation of air emissions, wastewater, waste, noise and light pollution. Suppliers shall use their best efforts to ensure that their business activities do not impact natural resources in a way that the production of food is significantly impaired, a person is denied access to safe drinking water or a person's health is harmed.

Suppliers shall have clear environmental strategies, policies and targets in place. They shall have management systems in place to identify and mitigate the environmental aspects and impacts associated with both their own operations and those of their value chains. Suppliers shall ensure and demonstrate continuous environmental improvements. Suppliers shall encourage and apply circular economy practices.

Suppliers shall use their best efforts to ensure that, when using land, forests and water which are essential to a person's livelihood, that person is not unlawfully evicted, and that the land or resources are not taken for the purpose of acquisition, development or other use.

#### Climate Protection

Suppliers shall have climate protection as a core element of their business strategy. They shall evaluate the impacts and risks that climate change poses to their operations and supply chains and shall adapt to them. Suppliers shall set near-term targets to reduce the greenhouse gas (GHG) emissions caused by their operations (scope 1 and scope 2) or caused in their value chains (scope 3). Bayer expects its suppliers to have ambitious near-term reduction targets and expects those targets to be in line with the approach and the criteria of the Science Based Targets initiative <https://sciencebasedtargets.org/>

Suppliers shall achieve net-zero GHG emissions across their value chains by 2050 at the latest.

Suppliers shall be able to provide Bayer with the carbon footprint of their organization (OCF) and of their products (PCF).

#### Renewable Electricity & Energy Use

Suppliers shall use their best efforts to purchase by 2030, 100% of their electricity from renewable sources. Bayer expects its suppliers to apply high quality criteria when procuring renewable electricity, such as the technical criteria of RE100 <https://www.there100.org/>

Likewise, suppliers shall use their best efforts to increase the overall use of renewable energy on a yearly basis.

Suppliers shall have management systems in place to continuously improve energy efficiency in their operations.

#### Water Use

Suppliers shall use their best efforts to have a management system in place to reduce water consumption in their own operations and their value chains.

The way suppliers use water for their operations should not have any negative effect on the availability and quality of water for the local environment and neighboring communities. Suppliers shall give special attention to water-scarcity -areas or areas threatened by water risk as defined by the World Resources Institute [www.wri.org](http://www.wri.org)

Suppliers shall use their best efforts to monitor site water usage, quality and discharges. Suppliers shall use their best efforts to continuously improve water reuse, recycling, reduction and wastewater treatment. Bayer expects its suppliers to also develop a water stewardship strategy.

#### Waste, Wastewater, Local Air Emissions, Noise & Light-Pollution

The contamination of soil, air and water shall be avoided as well as noise and light pollution. Suppliers shall use their best efforts to ensure the safe and compliant handling, storage, transportation, reuse, recycling and disposal of all types of solid and liquid wastes. Suppliers shall use their best efforts to ensure that wastewater effluents pose no hazard to receiving surface and ground waters. Suppliers shall especially prevent and minimize the release of hazardous substances or active ingredients via spills or via fugitive emissions to the environment. Suppliers shall give special attention to the handling of substances containing mercury or which are persistent organic pollutants (POPs) as well as to the handling of wastes, air

emissions or wastewater that could contain mercury or POPs. Suppliers shall handle these substances in line with the requirements defined by the Minamata Convention (mercury) and the Stockholm Convention (POPs).

Suppliers shall ensure that the management of waste from their operations is in line with local regulations and with the requirements defined by the Basel Convention, especially if the waste is transported or traded across borders.

#### Deforestation & Forest Risk Commodities

Suppliers are expected to protect natural ecosystems from deforestation and forest degradation. Suppliers shall use their best efforts to aim for zero net deforestation. Suppliers shall use their best efforts to have management systems in place when using forest risk commodities (or deforestation-prone products) like palm (kernel) oil, soy and other agricultural or forestry feedstocks. Such systems can be based on a widely accepted third-party-verified certification scheme and should enable transparency and traceability along the value chain. If suppliers supply us with materials which contain palm (kernel) oil or derivatives of it, suppliers shall ensure that, as a minimum, "mass-balance-certified" sustainable palm (kernel) oil is used. The certification shall be in line with the criteria of the Roundtable on Sustainable Palm Oil (RSPO), or an equivalent scheme. If materials supplied to us contain soy oil or derivatives of it, the Round Table on Responsible Soy (RTRS) Chain of Custody Standard should be applied accordingly.

If the delivery items contain "relevant products" as listed in Annex I of the Regulation (EU) 2023/1115 on deforestation-free products (EUDR) and these products are placed on the EU market or made available on the EU market within the meaning of Art. 2 of the EUDR, suppliers shall comply with the EUDR requirements applicable to such products. Upon request, suppliers shall promptly provide Bayer with any further information that is necessary for Bayer to comply with its legal obligations under the EUDR, relating to the "relevant products".

#### Quality

Suppliers shall provide high-quality, safe and effective goods and services that are in full compliance with contractually agreed standards and applicable laws and regulations. This comprises the following aspects:

#### Quality Requirements

Suppliers shall meet generally recognized quality standards and contractually agreed quality requirements and standards in order to provide goods and services that consistently meet Bayer's and its customers' needs, perform as warranted, and are safe and effective for their intended use. Suppliers shall immediately address all major issues that have the potential to negatively affect the quality of goods and services. Suppliers must inform Bayer about changes to the manufacturing or supply process that have the potential to impact the specification of goods and services provided.

#### Security & Counterfeit Protection

Suppliers shall have good security practices commensurate with the WCO's SAFE Framework and contractually agreed standards across their supply chains. Suppliers shall assure the integrity of each shipment to Bayer from its origin through to its destination.

Suppliers shall implement the necessary and contractually agreed standards in their area of responsibility to ensure that Bayer products, their workable components or raw materials as well as the corresponding know-how do not end up in the hands of counterfeiters, smugglers, thieves or other unauthorized third parties and do not leave the legitimate supply chain. Suppliers shall promptly analyze the relationship with a third party if they obtain or are provided with evidence that they are inadvertently involved in the manufacturing or selling of counterfeit, falsified or otherwise illegal products via the actions of the third party, including products destined for export that are considered counterfeit, falsified or otherwise illegal products in their country of destination. Bayer expects suppliers to support

the investigation and prosecution of any activities connected with falsification, counterfeiting or other illegal undertaking.

#### Governance & Management Systems

Suppliers shall implement effective management systems and a governance structure to facilitate compliance with all applicable laws and regulations and promote continuous improvement with respect to the expectations set forth in this Supplier Code of Conduct. This includes the following aspects:

#### Legal & Other Requirements

Suppliers shall identify and comply with all applicable international, national and local laws and regulations, contractual agreements, and internationally recognized standards and conventions. This includes but is not limited to the principles set forth in this Supplier Code of Conduct. The latter summarizes important social, environmental and ethical standards, especially based on the referenced sources and the due diligence requirements of the Lieferkettensorgfaltspflichtengesetz (German Supply Chain Due Diligence Act). Suppliers shall also conform their practices to generally accepted industry standards, shall obtain, maintain and keep up to date all applicable permits, certificates, licenses and registrations, and shall operate in accordance with permit limitations and requirements at all times.

#### Replication & Communication of Bayer's Supplier Code of Conduct Principles in the Supply Chain

Suppliers must address the principles set forth in this Supplier Code of Conduct further down their supply chain.

#### Commitment & Accountability

Suppliers shall fulfill the principles set forth in this Supplier Code of Conduct. Suppliers shall incorporate all applicable aspects of the Supplier Code of Conduct in their management systems.

#### Responsible Procurement

Suppliers shall commit to advancing diversity and inclusion by actively promoting relationships with small and diverse businesses as Bayer does in its own sourcing process.

#### Training & Competency

The training and information measures of suppliers for their employees and managers have to match or exceed the scope, quality and determination of the Supplier Code of Conduct and the training materials set out by Bayer such as the Supplier Code of Conduct Guidance: <https://www.bayer.com/en/procurement/supplier-code-of-conduct>

#### Digital Accessibility

Suppliers shall provide disability-inclusive technologies and content for their customers and personnel and in their procurement processes. This includes adherence to the latest published set of Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/WAI/standards-guidelines/wcag/>

#### Risk Management

Suppliers shall implement mechanisms to regularly identify, analyze, evaluate and reduce/mitigate/and address risks in all areas addressed by this Supplier Code of Conduct.

#### Systems, Documentation & Evaluation

Suppliers shall develop, implement, use and maintain management systems and controls related to the content of this Supplier Code of Conduct. Suppliers shall maintain documentation necessary to demonstrate conformance with the principles outlined in this Supplier Code of Conduct.

#### Right to Evaluation & Control

Suppliers shall grant Bayer the right to evaluate and control their performance in order to determine supplier conformance with the principles outlined in this Supplier Code of Conduct upon reasonable prior notice. The evaluations and controls shall be executed directly by Bayer or by a qualified third party in the form of e.g. an assessment or an audit.

#### Remedial Action

Suppliers shall, without undue delay, (i) report to Bayer in writing any identified risks for and violations of the principles outlined in the Bayer Supplier Code of Conduct and (ii) take appropriate remedial actions to prevent, end or minimize the violation. Bayer reserves the right to (i) apply a concept for ending

or minimizing a violation and (ii) ask for the supplier's cooperation in this respect. If the supplier has failed to comply with the requirements of the Bayer Supplier Code of Conduct and a grace period of three months has lapsed without the violations being remedied, Bayer reserves the right, at its own exclusive discretion, to either (i) suspend the commercial relationship until such violations have been remedied, or (ii) give extraordinary notice of termination of the commercial relationship after the agreed timeline for execution has lapsed without remedy.

#### Continuous Improvement

Suppliers shall demonstrate their commitment to continuous improvement of the standards set forth in this Supplier Code of Conduct by setting performance objectives, executing implementation plans and taking necessary corrective actions for deficiencies identified by internal or external assessments, inspections and management reviews.

#### Identification of Concerns

Suppliers shall encourage and provide means for their employees to report concerns, complaints and potentially unlawful behavior that have arisen as a result of economic activities in their own place of work or that of another supplier without threat of reprisal, intimidation or harassment. Any report must be treated in a confidential manner and be able to be made anonymously, where permitted by law. Suppliers shall investigate such reports and take corrective action if needed. Suppliers shall notify Bayer of legal actions, administrative investigations and prosecutions that may affect the performance of Bayer's business or that could potentially adversely affect a supplier's and Bayer's reputation.

If at any time a supplier or one of its employees believes that a Bayer employee has acted contrary to these principles or believes that a risk or a violation of these principles has occurred along the supply chain, the supplier or its employee is encouraged to report its concerns to Bayer's Speak Up Channel at <https://www.bayer.com/en/corporate-compliance/speak-up-channel>. Suppliers shall inform their employees and subcontractors about the possibility of reporting directly and, if desired, anonymously, where permitted by law, to Bayer's Speak Up Channel. Bayer will not retaliate against any person who in good faith raises a concern.

#### Transparency & Disclosure

Suppliers shall document and report about their social and environmental impact in line with the principles set forth in this Supplier Code of Conduct.

#### Demand Management

Suppliers shall continuously monitor whether Bayer's order volumes and/or delivery times negatively impact or are reasonably likely to impact the human rights of their employees, and in such case, shall notify Bayer in writing without undue delay.

#### Business Continuity

Suppliers shall implement appropriate business continuity plans for operations supporting Bayer's business.

#### Glossary

This glossary explains or defines selected terms, organizations and concepts used in the Supplier Code of Conduct. The Supplier Code of Conduct Guidance provides a more exhaustive explanation of the aspects of this code, stating key expectations and good practices, and giving further references.

#### Terms

##### Accessibility

Accessibility refers to the design qualities of a product or space; accessible products and spaces are designed to be used to the maximum by people with disabilities to allow for equal participation with the product or in the environment.

##### Circular Economy

The circular economy is based on three principles, driven by design: #1: Eliminate waste and pollution, #2: Circulate products and materials (at their highest value), #3: Regenerate

nature. It is underpinned by a transition to renewable energy and materials <https://www.ellenmacarthurfoundation.org/>

#### Conflict Minerals

Conflict minerals, as currently defined, include the metals tantalum, tin, tungsten and gold, which are the derivatives of the minerals cassiterite, columbite-tantalite and wolframite. They are also referred to as "3TG" [www.responsiblemineralsinitiative.org](http://www.responsiblemineralsinitiative.org)

#### Dangerous Goods

A material (including substances, solutions, mixtures and wastes) or article which is classified according to the UN Model Regulations or any other national or international transport regime as a dangerous good or hazardous material. Shipment may be permitted only under certain conditions or even prohibited for specific transportation methods <https://unece.org/transport/dangerous-goods>

#### Digital Accessibility

A quality of technology products and digital content that enables people with disabilities to independently participate in the digital world. Examples of digital accessibility include captions on live or recorded videos, platforms that can be navigated without a mouse, and text in all formats that can be read by people with color blindness.

#### Diverse Supplier

A privately held business that is at least 51 percent owned, operated and controlled by a woman, person with a disability, LGBTQ+ person or a person from another underrepresented community.

#### Employees

When referring to employees, Bayer includes any staff or personnel engaged or employed by a supplier.

#### Forest risk commodities (or deforestation-prone products)

A commodity for the production of which forest is being converted to agricultural use. The seven commodities responsible for the majority of agriculture-related deforestation are: timber products, palm (kernel) oil, cattle, soy, rubber, coffee and cocoa <https://www.cdp.net/en/forests>

#### Greenhouse Gases (GHG)

These are gases, such as carbon dioxide and methane, which trap and hold heat in the atmosphere and contribute to climate change. Scope 1 emissions refer to direct greenhouse gas (GHG) emissions that occur from sources that are controlled or owned by the reporting organization. Scope 2 emissions refer to indirect GHG emissions associated with any purchases of electricity, steam, heat or cooling. Scope 3 emissions are the result of activities from assets not owned or controlled by the reporting organization but that the organization indirectly impacts in its value chain [www.ghgprotocol.org](http://www.ghgprotocol.org)

#### Hazardous Materials

As defined by the Globally Harmonized System of Classification and Labelling of Chemicals (GHS), as prepared by the UN Economic Commission for Europe (UNECE).

#### Human Trafficking

Human trafficking involves recruiting, harboring or transporting people into a situation of exploitation using violence, deception or coercion and forcing them to work against their will.

**Organizational Carbon Footprint (OCF, sometimes CCF)** The total amount of greenhouse gases (GHG) emitted directly (scope 1) and indirectly (scope 2 and scope 3) by an organization (OCF) or corporation (CCF) over the course of one year, typically measured in carbon dioxide equivalents (CO2e). The common standard for accounting is the GHG Protocol. The OCF serves as a metric for assessing an organization's impact on climate change and is used to inform sustainability strategies and initiatives aimed at reducing overall emissions.

#### Personal Information

Personal information is any information about an identified or identifiable natural person.

#### Persistent Organic Pollutants (POPs)

Organic chemical substances that are recognized as a serious, global threat to human health and to ecosystems <https://www.unep.org/explore-topics/chemicals-waste/what-we-do/persistent-organic-pollutants-pops>

#### Product Carbon Footprint (PCF)

The most established method for determining the climate impact of a product, factoring in the total GHG emissions caused during its production, expressed in carbon dioxide equivalents (CO2e).

The PCF can be assessed from cradle-to-gate (partial PCF) or from cradle-to-grave (total PCF).

#### Responsible Procurement

A proactive business program that encourages the use of small and diverse suppliers. Diverse suppliers are at least 51% owned, operated and controlled by a woman, person with a disability, LGBTQ+ person or a person from another underrepresented community.

#### Suppliers

Any third party that provides goods or services which are necessary to produce and provide Bayer's goods or services.

#### Sustainability

Sustainability covers the areas of ethics, labor and human rights as well as health, safety and environment.

#### Sustainability Standards & Certifications

Voluntary, usually third-party-assessed norms and standards relating to environmental, social, ethical, and safety issues that are adopted by companies to demonstrate the performance of their organizations or products in specific areas, e.g. Forest Stewardship Council, Roundtable on Sustainable Palm Oil, Responsible Minerals Initiative, Rainforest Alliance.

#### Water Scarcity

Water scarcity is defined as a condition where water demand exceeds forty percent of the available water supply. It arises in situations where there is insufficient water to support both human and environmental water needs at the same time <https://www.wri.org/>

#### Water Stewardship

Set of practices that promotes and fosters the sustainable and equitable management of freshwater resources. They range from water use efficiency in in-house operations to engagement with suppliers and beyond. It helps water users to manage their own risks, seize opportunities related to water (e.g. ensuring businesses have the water they need to continue production processes) and promote long-term water security for all <https://ceowatermandate.org/>

#### Organizations, Conventions & Initiatives

Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal.

The Basel Convention aims to protect human health and the environment against the adverse effects resulting from the generation, management, transboundary movements and disposal of hazardous and other wastes <http://www.basel.int/>

#### Convention on Biological Diversity (CBD)

The objectives of the CBD are the conservation of biological diversity, the sustainable use of its components, and the fair and equitable sharing of the benefits arising from commercial and other utilization of genetic resources. The agreement covers all ecosystems, species and genetic resources <https://www.cbd.int/>

### **GHG Protocol**

The GHG Protocol establishes comprehensive global standardized frameworks to measure and manage greenhouse gas (GHG) emissions from private and public sector operations, value chains and mitigation actions. Building on a partnership between the World Resources Institute (WRI) and the World Business Council for Sustainable Development (WBCSD), it works with governments, industry associations, NGOs, businesses and other organizations.

### **International Labour Organization (ILO)**

The UN agency ILO brings together governments, employers and workers from 187 UN member states to set labor standards, develop policies and devise programs promoting decent work for all employees [www.ilo.org](http://www.ilo.org)

### **Minamata Convention on Mercury**

The Minamata Convention is a global treaty to protect human health and the environment from the adverse effects of mercury. It includes a ban on new mercury mines, the phase-out of existing ones, the phase-out and phase-down of mercury use in a number of products and processes, and control measures on emissions to air and on releases to land and water. The Convention also addresses the interim storage of mercury and its disposal once it becomes waste, as well as sites contaminated by mercury and health issues. <https://www.mercuryconvention.org/>

### **Paris Agreement**

The Paris Agreement is a legally binding international treaty on climate change. Its goal is to limit global warming to well below 2, preferably to 1.5 degrees Celsius, compared to pre-industrial levels.

### **Pharmaceutical Supply Chain Initiative (PSCI)**

A non-profit business organization whose members are pharmaceutical or healthcare companies that share the same vision for excellence in safety, environmental and social outcomes for the whole of the global pharmaceutical and healthcare supply chain. The purpose of PSCI is to bring together members to define, establish and promote responsible supply chain practices, human rights, environmental sustainability and responsible business <https://pscinitiative.org/home>

### **RE100**

A global corporate renewable energy initiative bringing together hundreds of businesses committed to 100% renewable electricity <https://www.there100.org/>

### **Round Table on Responsible Soy (RTRS)**

A non-profit organization promoting the growth of production, trade and use of responsible soy. It works through cooperation with those in, and related to, the soy value chain, from production to consumption. It does this through a global platform for multi-stakeholder dialogue on responsible soy and via the development, implementation and verification of a global certification standard <https://responsiblesoy.org>.

### **Roundtable on Sustainable Palm Oil (RSPO)**

A nonprofit organization uniting stakeholders from seven different sectors of the palm oil industry. The RSPO has developed a set of environmental and social criteria which companies must comply with in order to produce Certified Sustainable Palm Oil. Members of the RSPO have committed to produce, source and/or use sustainable palm oil certified by the RSPO <https://rspo.org/about>

### **Science Based Targets initiative (SBTi)**

A nonprofit business organization. It is a partnership between CDP, the UNGC, the World Resources Institute (WRI) and the World Wide Fund for Nature (WWF). The SBTi defines and promotes best practices in emissions reductions and net-zero targets in line with climate science <https://sciencebasedtargets.org/>

**Stockholm Convention on Persistent Organic Pollutants** The Stockholm Convention is a global treaty to protect human health and the environment from persistent organic pollutants (POPs). It focuses on eliminating or reducing releases of POPs. It sets up a system for tackling additional chemicals identified as unacceptably hazardous. Ultimately, the Convention points the way to a future free of dangerous POPs and promises to reshape our economy's reliance on toxic chemicals <http://www.pops.int>

### **Together for Sustainability (TfS) Initiative**

A nonprofit business organization. Members are chemical companies. It aims to build the industry's standard for sustainable supply chains, has established a standard approach for evaluating and improving the sustainability performance of suppliers, and shares assessments and audits between members [www.tfs-initiative.com](http://www.tfs-initiative.com)

### **United Nations Framework Convention on Climate Change (UNFCCC)**

Driven by the UN, the UNFCCC sets an overall framework for intergovernmental efforts to tackle the challenge posed by climate change. Its ultimate objective is to stabilize greenhouse gas concentrations in the atmosphere at a level that will prevent dangerous human interference with the climate system, in a time frame which allows ecosystems to adapt naturally and enables sustainable development [www.unfccc.int](http://www.unfccc.int)

### **United Nations Global Compact (UNGCG)**

Driven by the UN, a voluntary initiative of the UN based on CEO commitments to implement universal sustainability principles (also known as "The Ten Principles of the UN Global Compact") and to take steps to support the UN Sustainable Development Goals [www.unglobalcompact.org](http://www.unglobalcompact.org)

### **United Nations Guiding Principles on Business and Human Rights (UNGPs)**

Driven by the UN, a set of guidelines for states and companies to prevent, address and remedy human rights abuses committed in business operations.

### **References**

1. External Sources:
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    - // Declaration of Helsinki <https://www.wma.net/what-we-do/medical-ethics/declaration-of-helsinki/>
    - // Ten Principles of UN Global Compact <https://unglobalcompact.org/what-is-gc/mission/principles>
    - // International Council for Harmonisation <https://www.ich.org/>
    - // EU Regulation No. 536/2014 <https://eur-lex.europa.eu/eli/reg/2014/536/oj/eng>
    - // U.S. FDA regulations <https://www.ecfr.gov/>
    - // General Data Protection Regulation (GDPR) <https://eur-lex.europa.eu/eli/reg/2016/679/oj/eng>
  - Labor & Human Rights
    - // Conflict Minerals [www.responsiblemineralsinitiative.org](http://www.responsiblemineralsinitiative.org)
    - // International Labour Standards (ILO) <http://www.ilo.org/public/english/standards/norm/whatare/fundam/index.htm>
    - // OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas – OECD [https://www.oecd.org/en/publications/oecd-due-diligence-guidance-for-responsible-supply-chains-of-minerals-from-conflict-affected-and-high-risk-areas\\_9789264252479-en.html](https://www.oecd.org/en/publications/oecd-due-diligence-guidance-for-responsible-supply-chains-of-minerals-from-conflict-affected-and-high-risk-areas_9789264252479-en.html)
    - // Universal Declaration of Human Rights | United Nations <https://www.un.org/en/about-us/universal-declaration-of-human-rights>
    - Health & Safety
      - // PSCI ([pscinitiative.org](https://pscinitiative.org/)) <https://pscinitiative.org/home>
      - // Responsible Care Global Charter <https://www.icca-chem.org/responsible-care-global-charter/>

// Globally Harmonized System (GHS) of Classification and Labelling of Chemicals <https://unece.org/transport/dangerous-goods/ghs-rev11-2025>  
// Dangerous Goods: UN Model Regulations <https://unece.org/transport/dangerous-goods/un-model-regulations-rev-24>  
Climate & Environment  
// Circular Economy <https://www.ellenmacarthurfoundation.org/>  
// Convention on Biological Diversity <https://www.cbd.int/>  
// Basel Convention <https://www.basel.int>  
// Minamata Convention <https://www.mercuryconvention.org>  
// RE100 <https://www.there100.org/>  
// RTRS <https://responsiblesoy.org/>  
// RSPO <https://rspo.org/about>  
// Science Based Targets <https://sciencebasedtargets.org/>  
// Stockholm Convention <https://www.pops.int>  
// UNFCCC [www.unfccc.int](http://www.unfccc.int)  
// Food and Drug Administration (FDA) <https://www.fda.gov/drugs/pharmaceutical-quality-resources/current-good-manufacturing-practice-cgmp-regulations>

Governance & Management Systems  
// Together for Sustainability <http://www.tfs-initiative.com>  
// United Nations Global Compact <http://www.unglobalcompact.org>  
// United Nations Guiding Principles [https://www.ohchr.org/sites/default/files/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](https://www.ohchr.org/sites/default/files/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf)

## 2. Bayer-specific Sources:

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// Bayer Policy on Human Rights <https://www.bayer.com/sites/default/files/v6bayer-human-rights-policy-en-2024-04-15.pdf>  
// Bayer Principles for Animal Welfare and Animal Studies <https://www.animalstudies.bayer.com/>  
// Climate Protection <https://www.bayer.com/en/sustainability/climate-protection>  
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