

General Terms and Conditions of Purchase of Bayer Portugal, Lda. and its subsidiaries in Portugal, including Bayer Crop-science (Portugal) - Produtos para a Agricultura, Lda.

**1. GENERAL**

- 1.1 These terms and conditions ("Terms and Conditions of Purchase") are incorporated by reference into the purchase agreement or other agreement entered into for the purchase of goods and/or services ("Agreement") between Bayer Portugal, Lda. or the affiliated company of Bayer Portugal, Lda., including Bayer Cropscience (Portugal) - Produtos para a Agricultura, Lda., within the meaning of the applicable national law that includes these Terms and Conditions ("Buyer") and the contracting party ("Supplier").
- 1.2 These Terms and Conditions of Purchase apply exclusively. These Terms and Conditions of Purchase shall not apply only if and to the extent that the validity of the Buyer's special terms and conditions is agreed. In this case, the Terms and Conditions of Purchase only apply in addition and subsidiary.
- 1.3 Contradictory or divergent terms and conditions of the Provider or other general business terms and conditions are not recognized. Contradictory or divergent terms and conditions only apply if they have been expressly accepted in writing by the Buyer in each individual case. This provision applies even if the goods and/or services are accepted by the Buyer with knowledge of the Supplier's general business terms and conditions.
- 1.4 Individual contractual agreements always take precedence over these Terms and Conditions of Purchase.

**2. PROVISIONS OF THE AGREEMENT**

- 2.1 No warranty or agreement made orally by the Buyer prior to the conclusion of the Agreement is legally binding. All such agreements or warranties are completely superseded by the Agreement. The foregoing provision does not apply if the warranties expressly state that they are intended to remain binding, or if the warranties are expressly confirmed in writing by the Buyer.
- 2.2 Individual provisions of these Terms and Conditions of Purchase that expressly refer to a specific type of purchase category (e.g., purchase of goods, purchase of works and materials, labor services, general services, or equipment) apply exclusively to the respective type of purchase category. Otherwise, the provisions set forth below apply to all types of purchase categories.

**3. SUPPLIER'S OFFER**

- 3.1 The Supplier will guide its offer in relation to the Buyer's request.  

The offer must be prepared and submitted free of charge. The offer must not create any obligation on the part of the potential Buyer. Cost proposals will only be remunerated by express agreement.
- 3.2 Yes, in a given case and notwithstanding the provisions of Section 18.1, third-party expenses and costs must be compensated, these must be indicated in the offer, broken down by quantity and indicating unit prices and total prices.

**4. PURCHASE ORDER AND ACCEPTANCE**

- 4.1 Supplier shall check each purchase order received from Buyer for errors, ambiguities, omissions, and inadequacy of the specifications selected by Buyer for their intended purpose. The Supplier shall immediately inform the Buyer of any necessary changes or clarifications to the purchase order.
- 4.2 All purchase orders and/or amended purchase orders that do not accept a prior offer from the Supplier must be acknowledged in writing by the Supplier. The commencement of the execution of the purchase order by the Supplier shall be equivalent to the present express acceptance by the Supplier of the offer.

- 4.3 The Supplier shall indicate the following information in all correspondence: Purchasing Department, full purchase order number, purchase order date, and Buyer's reference.
- 4.4 Buyer may require modifications to goods or services that are provided even after the conclusion of the Agreement, provided that it is plausible that Supplier can make such modifications. Such amendments to the Agreement shall take into account the effects on both parties, in particular they shall take sufficient account of increases or decreases in costs and effects in terms of timing.
- 4.5 The Supplier is not authorized through the purchase order to represent the Buyer.

**5. PROVISION OF SERVICES BY SUPPLIERS AND SUBCONTRACTORS**

- 5.1 The Provider will perform the services itself, or through third parties integrated into its operational organization and under its own responsibility. Supplier is authorized to use subcontractors only with the express prior approval of the Buyer. If the Buyer approves the use of subcontractors, they will be engaged by the Supplier on its behalf and on its behalf.
- 5.2 The Supplier undertakes to inform the subcontractor of these terms and both shall be jointly and severally liable, expressly waiving the benefits of exclusion, ordering and division, for the fulfillment of their respective obligations, as well as for any damages caused by their actions.
- 5.3 Bayer shall always remain outside the relationship between the Supplier and the subcontractor and shall in no event be liable for any consequences arising from the agreement between the latter and the subcontractor and shall therefore continue to interact exclusively with the Supplier for all purposes.
- 5.4 Bayer's acceptance of the outsourcing of the Services shall in no way imply its waiver of any future claims it may have against the Provider or its subcontractors.
- 5.5 The Provider undertakes to manage and obtain, at its own expense, all licenses, permits and administrative authorizations that may be necessary for the provision of the Services.
- 5.6 If the provision of the service takes place at the Buyer's location, the Supplier shall comply with the security and organizational requirements for external companies and/or the internal operating rules applicable at the respective location. The Supplier must also comply with all other requirements submitted for its on-site information. If the Supplier considers the requirements to be unreasonable, it must immediately register any objections with the Buyer.
- 5.7 The Provider will use only qualified persons to perform the service. Persons whose contractual relationship with the Buyer has previously been terminated by the Buyer for personal or performance-related reasons, or persons who have repeatedly caused or continue to cause particularly serious damage to the Buyer's interests, may not be used. The Provider shall bear the increased costs arising from the replacement of the personnel used for the provision of the service.

**6. EXECUTION TIME AND DELIVERIES**

- 6.1 If a specific time period has been stipulated for execution, unless otherwise agreed, this period shall commence on the date of receipt of the purchase order by the Supplier.
- 6.2 As soon as the Supplier becomes aware that it is no longer able to fulfil its contractual obligations in whole or in part, or not in due time, it shall immediately notify the Buyer of the fact stating the reasons and the expected duration of the delay. Notification must be in writing. If the Supplier does not provide this notice, it may not invoke the obstacle to the Buyer as a reason for delay.
- 6.3 If the Supplier fails to perform the task within the stipulated timeframe, it will be liable under applicable laws and regulations. The Buyer is also

authorized, in the event of delays in performance or delivery, upon written notice to the Supplier, to impose a contractual penalty in the amount of 0.5%, not exceeding 5% of the amount of the purchase order, for each week or part thereof if execution or delivery is delayed, unless the Provider is not responsible for the delay. Any contractual penalty paid in accordance with this provision shall be credited as compensation for delay in performance due by the Supplier. The contractual penalty can be claimed until the final payment is due, without the need for retention.

- 6.4 Services and/or partial deliveries will only be accepted by express agreement.
- 6.5 If a delivery time is stipulated, the Buyer reserves the right to return the pre-delivered goods at the Supplier's expense. If the Buyer decides not to return the early deliveries, the goods will be stored until the stipulated delivery date, at the 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 the Buyer (i.e., the delivery address stated in the purchase order or otherwise stipulated).

## 8. COOPERATION BY THE BUYER

- 8.1 The Buyer shall provide the contractually stipulated cooperation. Unless otherwise agreed, such cooperation is an obligation.
- 8.2 If the Buyer fails to provide or adequately perform the required cooperation services, the Supplier shall register its complaint promptly and in writing. If the Supplier fails to comply with this requirement to register its complaints, the Buyer shall not breach its duty of cooperation and the Supplier shall not be able to allege non-cooperation.

## 9. TESTING AND INSPECTIONS

If tests and inspections are stipulated for the goods or services to be supplied, the Supplier shall bear the costs of the material and its personnel for the tests and inspections. The Buyer shall bear the costs of its testing and inspection personnel. The Supplier shall send a binding notification to the Buyer informing the Buyer that the service or goods are ready to be tested or inspected at least one week before the stipulated date for the test or inspection. The Supplier must also agree on a trial date with the Buyer. If the item to be tested is not presented before this date, the costs of the Buyer's testing personnel will be chargeable to the Supplier. If defects are identified and if repeated testing or additional testing is required, Supplier will be responsible for all material and personnel costs. The Supplier shall bear the material and personnel costs of the material certifications for the raw materials.

## 10. PACKAGING & SHIPPING

- 10.1 Apart from the merchandise and invoice, the Supplier must send a complete shipment notice for each individual shipment on the date of shipment. The bill of lading and packing lists must accompany each shipment. For shipments by sea, the name of the shipping company and vessel must be indicated on the shipping documents and invoice. The Supplier shall select the best and most suitable means of transport for the Buyer. Purchase order references and unloading point information specified by Buyer must be indicated in full on shipping notices, bill of lading, packing lists, packing slips, invoices, and on the outer packaging.
- 10.2 The Supplier shall at all times pack, label, store, pack and ship the product in accordance with applicable legislation and in accordance with the specifications of the product, including the product-specific requirements for packaging, storage and transportation. If required by applicable law, the attached documents shall indicate the risk category and any additional details. This may include the submission of a valid and complete Material Safety Data Sheet.
- 10.3 Products must be packed to prevent damage during transportation. Packaging materials should be used only to the extent necessary to achieve this

objective. The supplier will accept the return of the packaging material as required by applicable law and regulation. If, under an express agreement, the Buyer pays separate compensation for the packaging material, the Buyer is entitled to return the packaging material in good condition in order to benefit from a refund of 75% of the invoiced price and the cost of transport paid in advance, to the Supplier. The maximum weight of each package is 10 kg.

- 10.4 In general, the Supplier must pack, identify and ship dangerous goods in accordance with applicable national/international requirements/regulations. In addition to the hazard class, the accompanying documentation must also contain the additional information required by the respective transport regulations. The applicable rules on transport, shipping and dangerous goods must also be respected.
- 10.5 The Provider shall be liable for damages and shall bear all costs arising from non-compliance with these regulations. The Supplier shall also be responsible for the compliance of its subcontractors with these rules.
- 10.6 All shipments that cannot be accepted due to the Supplier's failure to comply with these rules will be stored at the Supplier's own risk. The Buyer has the right to check the content and status of such shipments.

## 11. COMPLIANCE WITH REACH

- 11.1 If the supplier is a supplier within the meaning of Article 3(32) of the REACH Regulation (Regulation (EC) No 1907/2006), it is responsible for the fulfilment of its obligations in relation to the delivery of the goods. In particular, in all cases referred to in Article 31(1) to (3) of the REACH Regulation, provide the purchaser with a safety data sheet in accordance with Article 31 of the REACH Regulation in the language of the country of destination and comply with its reporting obligation in accordance with Article 32 of the REACH Regulation on materials, both individually and in mixtures for which a safety data sheet is not required.
- 11.2 The Supplier must ensure that all substances contained in the goods are effectively registered in accordance with the applicable requirements of the REACH Regulation for the applications indicated by the Buyer, unless they are exempt from the registration requirement and possess the necessary authorisations. The above-mentioned requirement shall apply, as appropriate, to substances released from products within the meaning of Article 7 of the REACH Regulation.
- 11.3 The Supplier shall immediately notify the Buyer if the ingredients of an item supplied by the Supplier contain a substance in a concentration greater than 0,1 % by weight (w/w) that meets the criteria of Articles 57 and 59 of the REACH Regulation or listed in Annex XIV to the REACH Regulation. The same requirements apply to packaging materials.

## 12. ADVERSE EVENT (AE) / PRODUCT TECHNICAL COMPLAINT (RTP):

- 12.1 Supplier agrees to provide by fax to Buyer's local pharmacovigilance department written reports of all Adverse Events ("AEs") and Technical Product Complaints ("RTPs") relating to Bayer products covered by these Terms and Conditions of Purchase of which it becomes aware in connection with services provided under this Agreement by fax: +34 93 4956915 for Spain/Fax: +351 214 172 064 for Portugal or e-mail: [drugsafety@bayer.com](mailto:drugsafety@bayer.com) for Spain/ [drugsafety.pt@bayer.com](mailto:drugsafety.pt@bayer.com) for Portugal within one (1) working day from the date on which you became aware of them.
- 12.2 All known cases of exposure through the mother/father (exposure during conception, pregnancy, childbirth, and breastfeeding); Medication error; Misuse; Use not indicated in the package leaflet ("off label"); Abuse; Addiction/Dependence; Product Usage Issues/Intentional Product Use Issues; No Drug Effect/No Effect; Overdose (accidental and intentional); Suspected transmission of an infectious agent; Drug interactions; Withdrawal syndrome; Occupational exposure or unexpected therapeutic benefit (enhanced pre-existing condition) with respect to Bayer products covered by this Agreement shall be reported in the same manner as an AE/RTP.

- 12.3 An "Adverse Event" means any adverse medical event in a patient, clinical trial patient, consumer, or other person who has administered the drug, or after the use of a cosmetic product or medical device, and that does not necessarily have a causal relationship (association) with this treatment. Therefore, an adverse event can be any unfavorable and unintentional sign (including an abnormal laboratory finding), symptom, or illness temporarily associated with the use of the product, whether or not related to the product. A "Technical Product Complaint" is any communication (written, electronic, or verbal) about a potential or suspected failure of the Product in its quality (including identity, durability, reliability, safety, efficacy, or performance) or suspected counterfeiting. The claim may or may not pose a potential risk to the patient/client/user/environment.

### 13. INSURANCE

- 13.1 In accordance with the transfer of risk under the stipulated INCOTERMS/delivery conditions, the respective Party assumes the risk of loss or damage to the goods.
- 13.2 The supplier shall, at its own expense, take out liability insurance sufficient in its industry to cover damage caused by services or work performed or property owned by it, its staff or its subcontractors, as a result of the services rendered or the work or goods delivered. Proof of coverage must be provided to the Buyer upon request. The right to other claims for more extensive damages that the Buyer may have in addition to insurance coverage is not affected.
- 13.3 The contracting of a special building/facility insurance cover, in addition to the civil liability coverage stipulated in the section 13.2 will be coordinated between the Buyer and the Supplier on a case-by-case basis.
- 13.4 Items loaned to the Buyer, including, but not limited to, machinery and equipment used at the places of operation, shall be insured by the Buyer against normal risks. The Buyer shall have no further liability for the loss of or damage to these items, except in cases of malicious intent or gross negligence.

### 14. NO TRANSFER OF WORKERS, MINIMUM WAGE

- 14.1 The Buyer has no supervisory authority over the Supplier's workers. The Supplier shall ensure that no person employed by it in the provision of the service is integrated into the Buyer's activity. The above requirement applies in particular if the persons employed by the Supplier perform the services at the Buyer's offices or at a place owned by the Buyer.
- 14.2 The Provider is solely responsible for the contractual, statutory, official and professional obligations towards the persons employed by it for the provision of the service. The Supplier fully releases the Buyer from any claims that may be brought against the Buyer arising from the breach of the above obligations. This obligation to exempt from liability applies, in particular, to obligations to pay wages and/or to all other payment obligations arising from employment or service relationships (e.g. in the case of social security contributions). It also applies to any and all claims arising out of the employment of workers.
- 14.3 The Supplier shall notify the Buyer as soon as it becomes apparent that the Buyer's pseudo-independent worker of the Supplier may be engaged or that the provision of the service by the Suppliers may qualify as subcontracted labour.
- 14.4 The Supplier shall ensure compliance with the relevant legal provisions relating to the minimum wage. The above requirement applies in particular to legal documentation obligations. The Supplier shall also assume the Buyer's documentation obligations under the minimum wage legislation in relation to the services provided by the Supplier to the Buyer. The above requirement also applies if, and to the extent that, the Provider engages a processor for such services. In the event of non-compliance with minimum wage legislation by the Supplier or its subcontractors, the Supplier shall immediately notify the Buyer in writing. The Supplier shall release the Buyer from any claims relating to the minimum wage.

### 15. BUYER DOCUMENTS

- 15.1 The Buyer retains ownership of all industrial and intellectual property rights in all documents transmitted physically or electronically to the Supplier. The Buyer retains ownership of all drawings, standards, guidelines, methods of analysis, formulas and other documents that the Buyer transmits to the Supplier for the manufacture of the item to be delivered. Buyer's documents are also covered by the requirements set forth in Section 26. Documents over which the Buyer retains ownership and/or which contain its trade and operating secrets in drawings, standards, guidelines, methods of analysis, formulas and other documents may be used, copied or made available to third parties by the Supplier only for the purposes stipulated in the agreement by the Buyer. Other requirements are only applicable with the written consent of the Buyer. Upon request, all copies and reproductions necessary for the performance of the Agreement or no longer required by virtue of statutory retention obligations shall be immediately returned to the Buyer and/or, in the case of electronic documents, deleted.
- 15.2 Documents of any kind that are required by the Buyer for the use, configuration, construction or installation, processing, storage, operation, maintenance, inspection, service and repair of the supplied items shall be made available by the Supplier promptly, spontaneously and free of charge.
- 15.3 The Buyer's internal guidelines and rules (company rules) must be requested by the Supplier in a timely manner, if they have not already been made available or transmitted.
- 15.4 Documents transmitted by the Buyer must be returned spontaneously and/or, in the case of electronic documents, deleted by the Supplier, subject to the obligation set out in Section 16 and/or existing legal retention obligations, no later than the date of completion of the order.

### 16. BUYER'S OBLIGATION TO RETAIN DOCUMENTS

All documents created by the Supplier in the context of the Agreement (e.g., drafts, final drawings, film copies, audio tapes and final proofs) and data transmitted to the Buyer will be retained by the Supplier for a further three (3) years after the expiration or revocation of the Agreement and will be available at zero cost in response to a special request from the Buyer.

### 17. QUALITY ASSURANCE

- 17.1 The Supplier shall establish and maintain an effective Quality Assurance program (e.g., in accordance with ISO 9000 et seq. or equivalent). The Supplier shall demonstrate the corresponding measures to the Buyer upon request.
- 17.2 The Buyer has the right to verify the Quality Assurance measures by appointment or to arrange for their verification by a third party engaged by the Supplier.
- 17.3 Supplier shall notify Buyer before making any changes to the raw materials, raw material sources, manufacturing methods, production equipment, or locations involved in the execution of a purchase order and shall obtain Buyer's agreement that such changes do not render the use of goods and/or services inappropriate for Buyer prior to making such changes. The Buyer may terminate the purchase order if the Supplier does not agree.
- 17.4 The Supplier shall ensure that all equipment and containers/containers are cleaned with the utmost care prior to any product change. The Supplier shall operate in compliance with all applicable laws, including the latest guidelines on the prevention of contamination in the manufacture of plant protection products, which can be found in <https://croplife.org/?s=guidelines> and, to the extent legally possible and where applicable, shall indicate to the Buyer what other products have been previously treated, processed or stored in the equipment and containers/containers. In addition, the Supplier shall immediately inform the Buyer of any risk of contamination or of any suspected contamination.

## 18. COMPENSATION

- 18.1 Unless otherwise expressly agreed in writing, the compensation due is a fixed price. Fixed prices also include expenses, energy costs, raw material costs, third-party costs, travel expenses and current expenses, as well as packaging and postage-paid delivery costs. Fixed prices also include compensation for drawings and drafts (including final drawings or drawings stored in electronic form, including image data). Fixed price agreements also apply to calculations prepared by the Supplier prior to the conclusion of the Agreement, unless such calculations are explicitly identified as non-binding. Any increase in the costs necessary for the provision of the service shall be borne by the Provider.
- 18.2 Unless a fixed price has been stipulated, travel expenses are only reimbursable on the basis of the buyer's prior written consent in accordance with the buyer's conditions regarding reimbursement of travel expenses.
- 18.3 If there is a price reduction by the Supplier or an improvement in the Supplier's conditions during the period between the purchase order and delivery, the prices and conditions in force at the time of delivery are also applicable to the Buyer. The above provision applies accordingly to individually approved third-party services, costs, and expenses.

## 19. PAYMENT TERMS

- 19.1 Invoices must contain the purchase order number indicated on the purchase order and describe in detail the components of the service or goods. Invoices must also match the language, order of items on the invoice, and prices listed on the purchase order. Any additional or reduced services or goods must be separately indicated on the invoice.
- 19.2 Invoices not denominated in local currency must indicate the conversion rate between the foreign currency/local currency or the VAT amount in the local currency.
- 19.3 If, in the specific case, the parties so agree in writing, notwithstanding the provisions of paragraph 18.1, that the Buyer shall reimburse the actual costs, the costs of third-party services and other expenses, these expenses shall be indicated on the invoice, broken down by item, quantity, unit and total prices and documented by copies of the relevant invoices or supporting documents.
- 19.4 Payment periods shall begin to run from a specified date, but not before receipt of the goods or their acceptance, and in no case before receipt of the invoice and, if so stipulated, dispatch of the certificates of analysis and/or manufacturing documentation.
- 19.5 Payments must be made within sixty (60) calendar days of receipt of the invoice, unless otherwise provided in Section 19.4 result in a later payment date.
- 19.6 The terms of payment may be modified by the Parties as set forth in Section 19.5 if explicitly agreed, for example, in the text field of a purchase order.
- 19.7 The Buyer's payment can only be delayed if the Buyer has received express notice after the due date and/or if a fixed payment term has been stipulated. The fixed late payment interest rate applicable in the event of late payment is 9 percentage points above the basic interest rate, unless the Buyer proves that the actual pecuniary loss suffered by the Supplier was less.
- 19.8 In the event of defective deliveries, the Buyer has the right to withhold payment on a pro rata basis until it is properly executed.
- 19.9 Payment does not constitute any acknowledgment of terms, conditions, or prices. The payment date is not effective at the beginning of the warranty periods and does not represent an unrestricted acceptance of the delivered item or a waiver of potential warranty claims.
- 19.10 Unless otherwise specified, invoices issued to the respective Buyer must be sent by post to the requesting company with all national legal and tax requirements in addition.

## 20. RESERVATION OF TITLE

- 20.1 Ownership of the merchandise shall be transferred to the Buyer without restriction and regardless of payment of the price.
- 20.2 If, under an individual agreement, the seller offers the transfer of ownership conditional on payment of the purchase price, the supplier's reservation of title ends at the latest with the payment of the purchase price of the goods delivered. The Buyer also remains entitled, even before payment of the purchase price, to resell the goods in the ordinary course of business, including the early assignment of the receivable resulting from the resale; Alternatively, the simple reservation of title extends to resale. However, all other forms of reservation of title are excluded. The above provision applies in particular to the reservation of extended and transferred title and to the reservation of extended title to include reworking.

## 21. GRANT/ASSIGNMENT OF RIGHTS

- 21.1 The parties agree that all rights in the contract work, drawings, including, but not limited to, figures and graphics, photographs, software, data compilations, and/or other work results created by Seller individually for Buyer, including associated drafts, documentation, and information (collectively, the "Work Results" below) are the exclusive property of Buyer. In addition, the parties agree that Buyer has the right to use, exploit, aggregate, alter, and otherwise process these Work Results (including for purposes other than Buyer's professional purposes and the intended purpose of the specific order) in any conceivable manner and to process and link or combine them with other works or items and transfer them in altered or unaltered form to affiliated companies and other third parties.
- 21.2 The Provider, by entering into this Agreement, grants exclusive and irrevocable rights of use with respect to the above-mentioned Work Results created by the Provider and protected by copyright law, as well as all revisions and/or changes to such Work Results without time, geographical, or content-related restrictions. that the rights of use may be transferred and/or sublicensed, in whole or in part. This grant of rights includes all rights of exploitation and use, including but not limited to rights of reproduction, broadcasting, exhibition, presentation, performance and exhibition, transmission, exhibition, rental, lease and database rights, film and video performance rights (including all audiovisual storage systems), marketing rights, as well as rights of reproduction through digital archives of interactive and non-interactive video or audio, playback of wireless and publicly accessible transmissions, digitization, online availability, transmission and reproduction, other reproduction, and public access. It also includes the right to change and process the results of the work (in particular, to translate them into other languages and to synchronise them) and to combine or link them to other works or elements. The above grant of rights includes all known types of use, including, but not limited to, use, application and/or exploitation for advertising purposes (e.g. in the form of posters, brochures, invitations, letters, reproductions on the Intranet and/or Internet, on websites, in applications and in 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 applications, available on the Intranet and/or the Internet) and/or in artistic and/or graphic images (including logos) that represent or integrate the Results of the work. The foregoing grant of rights for the use of the Results of the Work also includes rights for unknown types of use, as well as for use in the processed form.
- 21.3 If permitted by third-party copyright agreements, Seller also assigns to Buyer the copyright in the Results of the work as such. The Supplier assigns to the Buyer all intellectual property rights in addition to the Results of the Work, as well as the rights to the films.
- 21.4 With respect to contracted software created by the supplier individually for the purchaser and/or adaptations of the software and/or parts of the software (including databases, data structures or patentable databases and data compilations), the following terms and conditions shall also apply:

- If the results of the work consist of individually created software or adaptations to standard software, the purchaser is granted exclusive rights to such software or adaptations. Otherwise, the rights will be granted on a non-exclusive basis.
  - In addition, the purchaser is granted the rights in respect of the contracted software or parts of the software individually, but also if they are included in other software and/or parts of the software and, to that extent, also jointly, in particular the right to exploit, rent, reproduce, reconfigure and modify them, transmit them wirelessly or by cable, in whole or in part, make them available to the public, free of charge or for a fee, and publicly inform about the service. This right also expressly includes documentation, training material or interim results of this software.
  - The Buyer has the right to assign the rights of use of the software that has been acquired by the Buyer on the basis of these Terms and Conditions of Purchase in the event of restructuring, creation of new entities for research and development purposes (in particular, *joint ventures* formed in this context), sale of companies or outsourcing of IT processes, in whole or in part, to associated undertakings within the meaning of the applicable national law and to third parties (in particular service providers in connection with such IT subcontracting). In this sense, the assignment may also be partial and, in the context of the scope of the license, must include an authorization for use for the benefit of the purchaser.
- 21.5 Supplier also assigns all rights to the inventions (including patent and utility model rights), identification marks, trademarks, trade names, and design rights in the Work Results created for the Buyer, to the Buyer as a whole and worldwide. This assignment also includes all claims and interests in these rights. The assignment is independent of whether the rights, claims and interests are registered or not. If existing protective or identifying marks, trademarks, trade names or design rights cannot be assigned, Section 21.1 as the case may be.
- 21.6 If the Supplier creates standard software and/or software adaptations in the Buyer's orders, the source code and object code created in the context of the execution of the order will be transferred to the Buyer in a complete and appropriate manner. If the object of the Agreement is the supply of standard software and if the Supplier does not transmit the source code and object code to the Buyer, the Supplier shall, if the Buyer so wishes, store the source code with an appropriate third party, i.e. in particular a fiduciary agent, under normal market conditions and for the benefit of the Buyer.
- 21.7 In addition to exclusive ownership of the intellectual property, Buyer also acquires exclusive ownership of all physical objects and media created or transmitted in the context of this Agreement by Seller or under Supplier's instructions for the execution of the purchase order (e.g., including, but not limited to, blueprints, sketches, documents, templates, templates, tools, films, photographs, devices, contact prints, film recordings, videotapes, masters, USB sticks, memory cards, advertising material, posters, signs, labels, packaging materials, etc.). The above provision applies even if some or all of the above-mentioned objects remain in the possession of the Supplier. These items must be delivered to the Buyer upon request.
- 21.8 With the payment of the stipulated compensation, both the services contractually owed by the Provider and the assignments of rights mentioned above shall be deemed to have been fully compensated.

## 22. THIRD-PARTY RIGHTS AND ATTRIBUTION

- 22.1 With respect to the image material, the Provider shall obtain the necessary prior authorizations from the persons depicted in the image, as well as for its publication and exploitation, as stipulated in the Section 21.2.
- 22.2 If third parties, such as photographers, illustrators, models, speakers, singers, etc., are hired, the Supplier will extend to the Buyer the opportunity to restrict the scope of the service before they are hired, with respect to the determination of legal fees and guarantees.
- 22.3 The Provider shall ensure that all creators or ancillary copyright holders who participate in the production of the services and items provided under this Agreement on the basis of an agreement concluded with this

Agreement, or whose services or works they have used, receive a fair share of its profits within the meaning of applicable national law.

- 22.4 If the Provider is the (co-)author with reference to all uses of the work/work of the Buyer, the Provider waives the attribution requirement and will require third parties involved in the provision of its services to also waive their attribution rights. The Buyer shall decide, to the extent permitted by law, on the attribution of the Supplier and/or any (co-)author by name, as well as on any budget design.
- 22.5 The Supplier shall ensure, through the relevant agreements (in particular with employees or subcontractors engaged by it) that the contractual use of the Work Results and other objects provided by it is not adversely affected by any rights of (co-)authorship or other intellectual property rights and that the rights described in the Sections are granted to the Buyer 21.1 the 21.7. The Provider shall acquire, if necessary, the necessary rights and/or licenses. License fees shall be paid by the Provider.

## 23. INTELLECTUAL PROPERTY (IP) INFRINGEMENTS

- 23.1 Supplier shall indemnify Buyer from all liability for all third-party claims as provided in Section 23.2, which are submitted for infringement of the intellectual property rights of third parties by the results of the work and/or the objects provided when used as stipulated in the Agreement. This disclaimer includes all expenses incurred by the Buyer from or in connection with the third party's claim.
- 23.2 The Supplier shall not be liable for the services that the Buyer makes available to it. The Buyer shall release the Supplier from liability arising from third-party claims if, and to the extent that, the respective claim is made on the basis that the Supplier acted at the express request of the Buyer, even if the Supplier has notified the Buyer in writing of its objections to the admissibility of the action.

## 24. CORPORATE DESIGN

The Supplier shall make appropriate use of the Buyer's current Corporate Design, in particular in the creation of communication and public relations services (e.g. advertising material, signs, films, television or radio advertisements, product packaging, business letters, business reports or similar materials, whether for internal use by the Buyer or for external purposes directed at third parties). In this regard, the Buyer shall transmit the Corporate Design to the Supplier in an appropriate format or allow the Supplier to have access.

## 25. COMPLIANCE WITH THE REQUIREMENTS OF FAIR TRADE LEGISLATION IN ADVERTISING AND PUBLIC RELATIONS SERVICES

- 25.1 The Supplier is responsible for the conformity of the advertising and public relations measures proposed by the Supplier with the provisions of the fair trade legislation applicable to these measures. The Supplier shall bear any costs incurred by the Buyer arising from the Supplier's failure to properly examine or verify the admissibility of the proposed public relations measure under the Fair Trade legislation.
- 25.2 The Supplier shall not be liable for the accuracy of the factual statements made about the Buyer's products and services in the proposed public actions if, and to the extent, the Buyer has approved such content for publication.

## 26. CONFIDENTIALITY

- 26.1 Supplier shall use all information received orally or in writing from Buyer only for the purposes set forth in this Agreement, shall keep it confidential, and shall not disclose it to any third party without Buyer's prior written consent. Supplier shall also make the information available only to those employees and subcontractors, if any, who are subject to a confidentiality agreement equivalent to that set forth in Section 26 and who are required to have the information for the execution of the Agreement between

Supplier and Buyer. At the request of the Buyer, the Supplier shall confirm in writing to the Buyer the conclusion of the relevant agreements.

- 26.2 The confidentiality requirement stipulated above extends, as appropriate, to the request for quotation and purchase order, as well as the work performed thereon.
- 26.3 The above obligations do not apply to information that:
- at the time of disclosure were already known to the Supplier without any obligation for the Buyer to keep them confidential, or
  - has been disclosed to the Provider by third parties who have received and transmitted this information without violating any obligation of confidentiality, or
  - at the time of disclosure by the Buyer were already in the public domain, or
  - entered the public domain subsequently, through no fault of the Provider.
- 26.4 The obligation of confidentiality also does not apply if disclosure of the information to a court or governmental authority is required by an order of the court or other governmental authority for the execution of the order. If the specific circumstances permit, the Supplier will promptly notify the Buyer before the information is transmitted to a court or governmental authority.
- 26.5 The obligation of confidentiality stipulated above survives the completion of the order, unless one of the above exceptions occurs subsequently.

## 27. DATA PROTECTION

- 27.1 Each party shall, at all times, comply with its respective obligations under applicable data protection laws and regulations (including, but not limited to, Regulation (EU) 2016/679 "General Data Protection Regulation" GDPR).
- 27.2 Information on how the Buyer processes the personal data of natural persons within the scope of this Agreement can be found on the following website in accordance with Article 13 of the GDPR: <https://www.bayer.com/en/corporate-compliance/data-privacy-information-for-specific-processing-activities>.

## 28. LIABILITY FOR DEFECTS AND OTHER WARRANTIES

- 28.1 The Supplier warrants that the goods and/or services due are free from any defects that may adversely affect their value or suitability for use, that they possess the contractually stipulated or required qualities and that they are suitable for the use specified in this Agreement. In addition, the Supplier warrants that the goods or services due comply with the generally accepted standards of the trade, the latest requirements of government authorities, product safety legislation, applicable safety requirements, and occupational safety and accident prevention requirements.
- 28.2 The Supplier's liability also extends to parts manufactured and/or supplied by subcontractors and services provided by subcontractors.
- 28.3 The Buyer shall inform the Supplier of defects in the contract goods as soon as they are identified in the ordinary course of business. The claim deadline will be determined based on individual circumstances. In case of apparent defects, the claim period is at least five (5) days from the date of shipment. In the case of hidden defects, the claim period is at least five (5) days from the discovery of the defect. However, if applicable law provides for longer claim periods, those periods will prevail.
- 28.4 The buyer will retain possession and ownership of the defective parts until they are replaced. Defective parts will be returned to the supplier in exchange for delivery and transfer of ownership of the replacement.
- 28.5 The Supplier shall bear the costs of testing, inspection and rectification (including removal, installation and transport costs). The above requirement also applies if it is established that there was in fact no defect. Any possible liability for damages on the part of the buyer in the event of unjustified warranty claims remains unaffected. The buyer will only be liable

to this extent if he was aware or had been grossly negligent and did not know that no defect actually existed.

- 28.6 In urgent cases, if a rectification by the supplier cannot be expected despite its legal rights under the warranty, the buyer may also have the defect rectified by himself or by a third party at the supplier's expense and claim reimbursement from the supplier for the costs incurred. The buyer also has this right if the supplier is unable to remedy the defect due to negligence despite being granted an extended period, if the extension of the deadline is superfluous or if the attempt to remedy it is ultimately unsuccessful.
- 28.7 If the supplier has provided a warranty for the properties or durability of the item supplied, the buyer may make claims under the warranty in addition to its rights arising from defects.

## 29. INDEMNIFICATION BY SUPPLIER

- 29.1 In addition to their claims arising from defects, the buyer also has unlimited access to claims for statutory exemptions by the supplier within the supply chain (indemnification by the supplier). In particular, the Buyer has the right to specify the exact type of termination (repair or replacement) that the Seller owes to its customer in the specific case. Therefore, your legal options are not limited.
- 29.2 Before Buyer accepts or fulfills a warranty claim made by one of its customers (including compensation for expenses), Buyer shall notify Supplier with a brief description of the situation and a written request for response. If the response is not received within a reasonable time and it is not possible to agree on a solution, the warranty claim actually honored by the Buyer shall be due to its customer. In this case, the Provider shall provide evidence to the contrary.
- 29.3 Claims for damages from the supplier to the buyer are valid even if the goods have undergone further processing before being sold to a consumer by the buyer or one of its customers (e.g. by incorporation into another product).

## 30. TERMINATION

- 30.1 If the Agreement is a continuing obligation, the Buyer, in case of exercising its normal rights of termination, is also entitled to partial termination, if it is reasonable to expect that it expects it to do so from the Supplier.
- 30.2 If the Agreement is a continuing obligation, it may be terminated without notice for cause. There is just cause, in particular, in the following cases:
- The Supplier fails to comply with a contractual obligation and fails to remedy the breach within a reasonable time set by the Buyer, accompanied by the notice of termination.
  - If the compliance period cannot be extended depending on the type of non-compliance, the Supplier has not been able to successfully remedy the non-compliance despite the warning.
  - The Supplier has not complied with its obligation to withhold taxes and/or social security contributions.
  - There is a significant deterioration in the Supplier's financial condition that jeopardizes the performance of the Agreement.

## 31. LIABILITY

- 31.1 Supplier shall indemnify Buyer from claims and claims of liability by the producer under applicable product liability law, if the cause is under the control or operation of Supplier or its subcontractors.
- 31.2 In the context of its own liability for damages under Article 31.1, Supplier will also reimburse any expenses incurred by Buyer or in connection with a collection campaign conducted as required by law. The above also applies to preventive collection campaigns.
- 31.3 Buyer shall be responsible for instructing government authorities on compliance with applicable product safety legislation. The Buyer will work in coordination with the Supplier as needed.

- 31.4 In addition, the provider shall be liable in accordance with the statutory provisions.

### 32. LIMITATION PERIODS

- 32.1 Unless expressly agreed otherwise, statutory statutes of limitations apply. Notwithstanding the foregoing, the provisions set out below shall apply.
- 32.2 Without prejudice to the applicable national legislation (in particular the Civil Code), the general limitation period for contractual claims based on material and legal defects is three (3) years from delivery to the buyer at the place of performance. If early acceptance is stipulated in cases covered by applicable national law, the limitation period shall begin to run no later than after final acceptance.
- 32.3 Non-contractual claims based on material defects and defects of property and contractual claims based on non-defective defects are subject to statutory limitation periods.
- 32.4 The limitation period for claims for justified defects shall be extended for the period of time that elapses between the claim for defects and its satisfaction. If the supplied object is replaced in its entirety, the limitation period starts again. In the case of a partial replacement, the limitation period applies to the replaced parts. The limitation period will not be resumed if the supplier acts visibly outside the scope of its obligation to correct the defects.

### 33. WITHHOLDING TAX

- 33.1 Buyer has the right to withhold compensation due under this Agreement from any taxes due at source, the withholding of which is Buyer's legal responsibility, including any joint and several surcharges legally due on such taxes. Any withheld tax shall be treated for all purposes of this Agreement as if it had been paid by the Buyer to the Supplier. The Supplier shall receive, as soon as practicable, a receipt from the Buyer indicating the amount of withholding tax documenting the amount of taxes withheld and deducted.
- 33.1 No withholding tax shall be applied or the amount withheld shall be reduced if the Supplier, prior to the payment of the offset, submits the relevant exemption certificate from the national tax administration stating that the offset is subject to reduced withholding tax or is fully exempt from tax under the applicable national law on the basis of a double taxation treaty in force and, in Portugal, it must be accompanied by the official Portuguese form form 21 RFI duly completed and signed by a legal representative. Both documents must be returned to the Buyer.
- 33.2 If the Buyer is unable to deduct withholding tax, including any solidarity surcharge, from the payment because the set-off is paid by mutual credit netting, the Supplier must pay the withholding tax, plus any solidarity surcharge, separately to the Buyer. If Buyer has not deducted withholding tax, despite being required by law to pay withholding taxes to the tax authorities on behalf of Supplier, Supplier will cooperate with Buyer in all procedures necessary to obtain a refund from the tax authorities. If the tax authorities fail to reimburse the withholding taxes subsequently paid, including any solidarity surcharge, the Supplier shall promptly reimburse the Buyer for the amount of tax due by law, including any solidarity surcharge.

### 34. VAT

All stipulated compensation amounts are net amounts. If the supplier is required to pay it in accordance with the law, the value added tax must be paid upon receipt of a correct invoice within the meaning of the Value Added Tax Act, in addition to the stipulated compensation.

### 35. ORIGIN OF GOODS/CUSTOMS STATUS

- 35.1 Origin of assets
- The goods supplied must comply with the origin requirements of the EU Generalised System of Preferences, unless specifically stated otherwise in

the order confirmation. The Supplier shall issue all Supplier declarations required by the Implementing Regulation (EU 2015/2447) and confirm the preferential status of the products supplied by the Supplier. This requirement is not met by indicating the country of origin on the invoice. The Supplier is responsible for the accuracy of the Supplier's statement and shall be liable to the Buyer for any damages suffered. A long-term supplier statement may be issued; however, at the request of the Buyer, a statement from the individual Supplier will be issued on a case-by-case basis. However, at the Buyer's request, a certificate of origin must be issued on a case-by-case basis, if required.

### 35.2 Customs situation

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

### 35.3 Customs and Foreign Trade

In addition, the "BAYER Supplier Instructions - Terms and Conditions Relating to Customs and Foreign Trade" ("Instruction for BAYER Suppliers - Customs and Foreign Trade Terms and Conditions").

### 36. SUSTAINABILITY

- 36.1 The Supplier is obliged to organize its business with Bayer in accordance with Bayer's expectations related to human rights and the environment, as well as other sustainability issues, as described in the Bayer Supplier Code of Conduct ("Bayer SCoC"), version dated December 31, 2022, which can be accessed via the link <https://www.bayer.com/en/procurement/supplier-code-of-conduct>, December 31, 2022 release. Bayer reserves the right to amend this Sustainability Clause, as well as Bayer's SCoC, if Bayer's expectations related to human rights and the environment change, and will inform the Supplier accordingly as soon as possible. Supplier shall acknowledge continued compliance with such SCoC or amended clause, as the case may be.
- 36.2 Supplier shall transmit the substantive provisions of Bayer's SCoC to its suppliers and shall ensure that it and its respective suppliers comply with the substantive provisions of Bayer's SCoC, including access to Bayer's claims portal specified in Bayer's SCoC.
- 36.3 Bayer reserves the right to evaluate, control or audit (by means of an on-site or remote audit, online or paper questionnaire, certification schemes or recognized audit schemes, etc.) to ensure and verify compliance with the above. An assessment, control or audit can be carried out directly by Bayer or by a qualified third party.
- 36.4 Supplier shall, without undue delay, (i) notify Bayer in writing of any identified risk and violation of the principles set forth in Bayer's SCoC and (ii) take appropriate corrective action to prevent, terminate or minimize the breach. Bayer reserves the right to (i) apply a concept to terminate or minimize a violation and (ii) solicit the cooperation of the Supplier in this regard. If Supplier fails to comply with the requirements of Bayer's SCoC, and a three-month grace period has elapsed without the breaches being remedied, Bayer reserves the right to (i) suspend the Agreement until such breaches have been remedied, or (ii) notify immediate termination of the Agreement after the agreed period for remediation has elapsed and the breaches have elapsed. and at the sole discretion of Bayer.
- 36.5 The Supplier acknowledges and supports Bayer's efforts for supplier inclusion and diversity, its commitment to the participation of diverse companies, and the prohibition of discriminatory treatment in the supply chain, as stipulated in Bayer's SCoC. Supplier shall make all reasonable efforts to engage a number of qualified suppliers and subcontractors where appropriate and practicable, maintain a record of their use and be able to produce a report at Bayer's request of the expenditure percentages of the various suppliers.
- 36.6 The Supplier shall indemnify and hold harmless Bayer and its affiliates, including Bayer AG (all Bayer affiliates listed in

[https://www.bayer.com/sites/default/files/GDIS\\_Companies\\_EN.pdf](https://www.bayer.com/sites/default/files/GDIS_Companies_EN.pdf)),  
from any damages, third-party claims, fines or losses arising from the  
breach of the above-mentioned obligations or the SCoC.

### 37. FINAL PROVISIONS

- 37.1 The Provider is only authorized, with the express written consent of the Buyer, to cite the business relationship with the Buyer or to mention it in informational or advertising material.
- 37.2 The Buyer may transfer the Agreement and the rights and obligations related thereto at any time and without the consent of the Supplier to Bayer AG or companies affiliated with it within the meaning of applicable national law or in connection with the sale or transfer of all or substantially of (i) its business, (ii) a particular business unit or (iii) a particular facility, or in connection with a merger or other consolidation of Buyer or any of its affiliated companies with another entity.
- 37.3 The provider may only compensate for claims that have not been legally contested or defended. If the supplier has the right to withhold performance, it can only do so against claims arising from the same contractual relationship.
- 37.4 Otherwise, the statutory provisions governing set-off and retention rights shall apply.
- 37.5 Supplier shall immediately notify Buyer in writing of any transfer of the Agreement by operation of law and any change in its corporate name.
- 37.6 Force Majeure: Where a Party is incapable, in whole or in part, by virtue of fire, flood, explosion, earthquake, riot, natural disaster, war or terrorist activity, through no fault of the Party declaring the Force Majeure and without resulting in any way from its negligence or willful misconduct to perform its obligations under this Agreement, excluding payment obligations ("Force Majeure Event"), such obligations shall be suspended to the extent affected by the Force Majeure Event and, with respect to such suspended obligations, neither Party shall be liable to the other or deemed to have breached this Agreement by reason of delay in performance or default.
- 37.7 National law applies, to the exclusion of conflict-of-laws rules. The United Nations Convention of 11 April 1980 on Agreements for the International Sale of Goods does not apply.
- 37.8 If a purchase order mentions INCOTERMS without indicating the year, INCOTERMS in the version in effect at the time of the purchase order apply.
- 37.9 The courts of the domicile (registered office) of the Buyer shall have exclusive jurisdiction over any dispute arising out of the business relationship between the Supplier and the Buyer. The buyer is neither obliged nor willing to participate in dispute resolution procedures within the meaning of the applicable national law. The European Commission provides an online dispute resolution platform (OS platform) for consumer disputes arising from online purchase agreements and online service contracts. You can access this platform through <http://ec.europa.eu/consumers/odr/>.
- 37.10 If individual provisions of the Agreement are or become invalid or unenforceable, in whole or in part, the remaining provisions shall not be affected.
- 37.11 If the provisions are severed from the Agreement, invalid or unenforceable, the content of the Agreement shall be as required by law. Only if not, and if a subsequent interpretation of the Agreement is not possible, shall the parties replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as economically possible to the original provision, taking into account their mutual interests.

Updated on: Camaxide, December 31, 2023