

General terms and conditions of purchase of Bayer Hispania, S.L.U., Bayer Cropscience, S.L.U., Euroservices Bayer, S.L.U., Berlimed, S.A. and Monsanto Agricultura España, S.L.U. and its subsidiaries.

1. GENERAL ASPECTS

- 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 Hispania, S.L.U., Bayer Cropscience, S.L.U., Euroservices Bayer, S.L.U., Berlimed, S.A. and Monsanto Agricultura España, S.L.U. or the subsidiary of Bayer Hispania, S.L.U., Bayer Cropscience, S.L.U., Euro-services Bayer, S.L.U., Berlimed, S.A. and Monsanto Agricultura España, S.L.U. as stipulated in the applicable national legislation including these terms and conditions ("Buyer") and the contractual partner ("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 such a case, the terms and conditions of purchase shall apply only in addition and secondary.
- 1.3 Opposite or different terms and conditions or other terms and conditions of the provider, or other general business terms and conditions are not supported. Opposing or different terms and conditions will apply only if the buyer has expressly agreed to them in writing in each individual case. This provision also applies if the buyer accepts the goods and/or services knowing the general commercial terms and conditions of the supplier.
- 1.4 Individual contractual agreements will always take precedence over these terms and conditions of purchase.

2. PROVISIONS OF THE AGREEMENT

- 2.1 No verbal agreement or warranty made by the buyer prior to the conclusion of the agreement is considered legally binding. Any such agreements or warranties are in complete supersede by the Agreement. The foregoing provision does not apply if the warranties expressly state that they are intended to be binding, or if they are expressly confirmed in writing by the purchaser.
- 2.2 Individual provisions of these terms and conditions that expressly refer to a specific type of purchase category (e.g., purchase of goods, purchase of labor and materials, labor services, general services, or equipment) apply exclusively to the applicable type of purchase category. Otherwise, the provisions set out below apply to all types of purchases.

3. SUPPLIER OFFER

- 3.1 The supplier will target its offer based on the buyer's request.

The offer must be prepared and submitted free of charge. The offer will not imply any obligation on the part of the prospective buyer. Cost proposals will only be remunerated by express prior agreement.
- 3.2 If, in an individual case and without prejudice to the provisions of paragraph 18.1, the costs and expenses of third parties are to be offset, this must be indicated in the tender, broken down by quantity and with an indication of the prices per unit and total.

4. ORDER & ACCEPTANCE

- 4.1 The supplier shall check each order received from the buyer for discernible errors, ambiguities or omissions, or the inadequacy of the specifications selected by the buyer for

the desired goal. The supplier shall immediately inform the buyer of any necessary modifications or clarifications to the order.

- 4.2 The supplier shall acknowledge in writing each order and/or amended order in which a prior offer from the buyer is not accepted. The start of execution of the order by the supplier must be equivalent to the express acceptance of the offer by the supplier.
- 4.3 The supplier must indicate the following information in all correspondence: Purchasing Department, full order number, date of order, and buyer's reference.
- 4.4 The buyer has the right to request modifications to the goods and services ordered, even after the conclusion of the Agreement, provided that the supplier can reasonably be expected to make such modifications. Such amendments to the Agreement should take into account the effects on both parties, in particular in the event of an increase or reduction in costs and effects on the schedule.
- 4.5 The order does not authorize the supplier to represent the buyer.

5. PERFORMANCE OF SERVICES BY SUPPLIER AND SUBCONTRACTORS

- 5.1 The Provider shall perform the Services itself or have them executed by third parties integrated into its operational organization and under its own responsibility. The supplier is authorized to use subcontractors only with the prior express authorization of the buyer. If the buyer approves the use of subcontractors, they will be commissioned by the supplier in its own name and at its own expense.
- 5.2 The supplier undertakes to inform the subcontractor of these terms and shall be jointly and severally liable – expressly waiving the benefits of exemption, order and division – together with the subcontractor for the fulfillment of its obligations, as well as for any damage or loss caused by its actions.
- 5.3 Bayer shall always be completely excluded from the relations between the supplier and the subcontractor and shall not be liable in any case for the consequences arising from the contract concluded by the former with the latter, and shall therefore continue to relate exclusively to the supplier for all purposes.
- 5.4 Bayer's acceptance of the subcontracting of the services shall in no way imply its waiver of any future claims that it may bring against the supplier 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 service is provided at the buyer's premises, the supplier must comply with the security and organisational requirements of external companies and/or the internal operating rules applicable at the relevant location. The provider must also meet all other requirements that are presented for information at the facility. If the supplier considers the requirements to be unreasonable, it must immediately raise its objections with the buyer.
- 5.7 The provider will use only qualified persons for the provision of the service. Persons who have been dismissed by the buyer for reasons of personnel or performance, or persons who have caused repeated or continue to cause particularly serious harm to the buyer's interests, may not be used. The provider shall bear the increased costs resulting from the replacement of the staff used for the provision of the service.

6. RUNTIME AND DELIVERIES

- 6.1 If a specific time period has been stipulated for execution, unless otherwise agreed, this period begins at the time of receipt of the order by the supplier.

- 6.2 As soon as the supplier becomes aware that it is unable to continue to fulfil its contractual obligations, in whole or in part, or not in a timely manner, it shall immediately inform the buyer thereof, indicating the reasons and the expected duration of the delay. Notification must be in writing. If the supplier does not provide this notice, it will not be able to invoke the buyer's objection as the cause of the delay.
- 6.3 If the supplier fails to comply with the stipulated period, it will be held liable in accordance with applicable laws and regulations. The buyer is also entitled, in the event of delays in execution or delivery, after prior written notice to the supplier, to impose a contractual penalty in the amount of 0.5 %, not exceeding 5 % of the order amount, for each week or portion thereof of delay in execution or delivery, unless the provider is not responsible for the delay. Any contractual penalty paid in accordance with this provision shall be charged against the delay compensation payable by the supplier. The contractual penalty can be claimed until the final payment is due, without the need for a withholding.
- 6.4 Services and/or partial deliveries will be accepted only 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 own risk.
- 7. PLACE OF EXECUTION**
- The place of performance of all claims arising out of this Agreement is, for both parties, the destination specified by the buyer (i.e. the delivery address indicated in the order or otherwise stipulated).
- 8. COOPERATION ON THE PART OF THE BUYER**
- 8.1 The buyer shall cooperate in the manner stipulated in the contract. Unless otherwise agreed, this cooperation is an obligation.
- 8.2 If the buyer does not provide or does not adequately provide the required cooperation services, the supplier shall register its complaint immediately and in writing. If the supplier fails to comply with this requirement to register its complaints, the buyer will not be deemed to be in breach of its duty of cooperation and the supplier will not be able to plead non-cooperation.
- 9. TESTING & INSPECTIONS**
- If testing and inspections of the goods and services to be supplied are stipulated, the supplier shall bear the material and personnel costs of the tests and inspections. The buyer will bear the personnel costs for its tests and inspections. The supplier must send a binding notice to the buyer to communicate that the goods and services are ready for testing and inspection at least one week before the stipulated date for testing and inspections. The supplier must also agree on the trial date with the buyer. If the item to be tested is not presented on the agreed date, the supplier shall bear the costs of the buyer's personnel necessary to carry out the test. If defects are identified and repeated and therefore additional testing is necessary, the supplier will be responsible for all material and personnel costs. The supplier shall bear the material and personnel costs of the material certificates of the raw materials.
- 10. PACKAGING & SHIPPING**
- 10.1 Apart from the goods and invoice, the supplier shall send a complete shipment notice for each individual shipment on the date of shipment. Each shipment will include the bill of lading and the list of contents. In the case of sea shipping, the name of the ship and the shipping company must be indicated on the shipping documents and invoice. The supplier must select the most appropriate means of transport for the buyer. The references and information contained in the order about the place of unloading specified by the buyer must be fully indicated in the shipping notice, bill of lading, list of contents, shipping notice, invoice and outer packaging.
- 10.2 The supplier shall always pack, label, store, stow and ship the product in accordance with applicable legislation and in accordance with the specifications of the product, including the specific requirements of the product relating to its packaging, storage and transport. If required by applicable law, the attached documents must show the risk category and other details. This may include the submission of a valid and complete safety data sheet.
- 10.3 Goods must be packed to avoid any damage during transportation. Packaging materials should be used only to the extent necessary to achieve this goal. The supplier must retrieve the packaging material in accordance with applicable laws and regulations. If, under the terms of an express agreement, the buyer pays separate compensation for the packaging material, the buyer is entitled to return the material in good condition for a refund of 75% of the invoiced price, with freight prepaid, 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 and international requirements. The attached documents, in addition to the risk class, must contain the additional information required by the respective transport regulations. Applicable regulations regarding transport, shipping and dangerous goods must also be respected.
- 10.5 The supplier shall be liable for damages and shall bear all costs arising from non-compliance with these rules. The supplier will also be responsible for the compliance of its subcontractors with these regulations.
- 10.6 All shipments that cannot be accepted due to the supplier's failure to comply with these regulations will be kept in storage at the supplier's own risk. The buyer has the right to verify the content and condition of such shipments.
- 11. REACH COMPLIANCE**
- 11.1 If the supplier is considered a supplier within the meaning of Art. 3 No. 32 of the REACH Regulation (Regulation (EC) 1907/2006), it is responsible for the fulfilment of its obligations relating to the delivery of goods. In particular, in all cases specified in Art. 31(1) to (3) of the REACH rules, it must provide the buyer with a safety data sheet in accordance with Art. 31 of the REACH Regulation, in the language of the receiving country, and comply with its reporting obligation in accordance with Art. 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 properly 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 obligation and have the necessary authorisations. The above requirements apply, as appropriate, to substances derived from products in accordance with Art. 7 of the REACH Regulation.
- 11.3 The supplier must notify the buyer immediately if any component of an article provided by the supplier contains 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 that is mentioned in Annex XIV of the REACH Regulation. The same requirements apply to packaging materials.

- 12. ADVERSE EVENT (AA) / TECHNICAL PRODUCT CLAIMS (CST) REPORTS:**
- 12.1 Supplier agrees to provide the purchaser's local pharmacovigilance department with written notifications of all adverse events ("AAs") and technical complaints about any Bayer product ("PTC") subject to these terms and conditions of purchase of which it becomes aware, in connection with services provided under this Agreement, by fax: +34 93 4956915 in Spain / Fax: +351 214 134390 in Portugal or by e-mail: drugsafetyspain@bayer.com in Spain / drugsafety.pt@bayer.com in Portugal within one (1) working day of receipt of the information.
- 12.2 All known cases of exposure through the mother or father (exposure during conception, pregnancy, birth and breastfeeding); medication errors; Abuse; use outside the authorized indication; abuse; addiction/dependence; impact on the use of the product/intentional impact on the use of the product; lack of effect of the drug/lack of effect; overdose (accidental and intentional); suspected transmission of an infectious agent; drug interactions; withdrawal symptoms; Occupational exposure or unforeseen therapeutic benefit (improvement of an existing disease) with respect to the Bayer Product(s) must be reported in the same manner as if they were an AA/PTC.
- 12.3 An 'adverse event' means any adverse health event in a patient treated with the product, even if it does not necessarily have a causal link to the treatment. By "Technical Product Complaint" means any report (written, oral or electronic) concerning a potential or suspected failure of the Product in terms of quality (including its identity, durability, reliability, safety, efficacy and performance) or suspected counterfeiting. The fault that is the subject of the complaint may or may not represent a potential risk to the client (patient).
- 13. SURE**
- 13.1 In accordance with the transfer of risk stipulated in INCOTERMS/Delivery Terms, the respective party assumes the risk of loss or damage to the goods.
- 13.2 The supplier must, at its own expense, purchase sufficient liability insurance in a standard amount in the sector in which it operates to cover damage caused by services or work performed by it or by its staff or subcontractors, as a result of services or work performed or goods delivered. Proof of this coverage must be provided upon request by the purchaser. Any broader damage claims that the buyer may be entitled to for excess insurance coverage remain intact.
- 13.3 The purchase of special construction/installation insurance cover in addition to the liability cover stipulated in paragraph 13.2 must be coordinated between the buyer and the supplier in each individual case.
- 13.4 Items loaned by the buyer, including, but not limited to, machines and equipment used in the operating centres, must be insured by the buyer against standard risks. The buyer shall not be held liable for loss of or damage to these objects, except in cases of bad faith or negligence.
- 14. ABSENCE OF ASSIGNMENT OF EMPLOYEES, MINIMUM WAGE**
- 14.1 The buyer does not have the authority to supervise the supplier's employees. The supplier must ensure that none of the people it has employed to perform the service are integrated into the buyer's operations. The above requirement applies especially if the persons employed by the supplier provide the services at the buyer's offices or properties.
- 14.2 The Provider shall be entirely responsible for the contractual, legal, official and professional obligations towards the persons employed by it for the provision of the Service. The supplier must fully release the buyer from any liabilities arising from any claims that may arise against the buyer due to the breach of the above obligations. This liability exemption obligation applies in particular to wage and/or salary payment obligations or other payment obligations arising from employment or service relationships (such as social security contributions). This provision also applies to any type of claim arising from the temporary hiring of employees.
- 14.3 The supplier must inform the buyer as soon as it becomes apparent that its relationship with the buyer could be classified as false self-employed or that the supplier's provision of the service could be classified as subcontracting.
- 14.4 The supplier must ensure compliance with the respective applicable legal provisions relating to the minimum wage. The above requirement applies especially to legal documentation obligations. The supplier must also assume the buyer's documentation obligations in accordance with the minimum wage legislation on the supplier's services provided to the buyer. The above requirement also applies if, and to the extent that, the supplier engages a subcontractor for these services. In the event of non-compliance with minimum wage legislation by the supplier or its subcontractors, the supplier must immediately inform the buyer in writing. The supplier shall release the buyer from any liability for claims relating to the minimum wage.
- 15. BUYER DOCUMENTS**
- 15.1 The buyer reserves all industrial property rights and copyrights in all documents transmitted physically or electronically to the supplier. The buyer retains title to all drawings, standards, guides, methods of analysis, formulas and other documents that the buyer transmits to the supplier for the manufacture of the product to be delivered. The buyer's documents are also covered by the requirements set out in paragraph 26. Documents owned by the buyer and /or containing its trade and operational secrets in the form of drawings, standards, guides, methods of analysis, formulas and other documents may only be used, copied or made available to third parties by the supplier for the purposes contractually stipulated by the buyer. Other requirements will apply only with the written consent of the buyer. On request, all copies and reproductions necessary for the performance of the agreement or which are no longer required according to statutory retention obligations, must be immediately returned to the purchaser and/or, in the case of electronic documents, deleted.
- 15.2 The supplier must promptly provide, prior to its request and free of charge, the documents of all kinds required by the purchaser for the use, configuration, construction or installation, processing, conservation, operation, maintenance, inspection, service and repair of the items supplied.
- 15.3 The supplier should request the buyer's internal rules and guides (company rules) well in advance, to the extent that they have not been made accessible or transmitted to the supplier.
- 15.4 The supplier must return the documents transmitted by the buyer without prior request and/or, in the case of electronic documents, delete them, in accordance with the obligation set out in paragraph 16 and/or the existing retention obligations, at the latest at the time of placing the order.

16. BUYER'S DOCUMENT RETENTION OBLIGATION

Supplier shall retain all documents created by Supplier in the context of the Agreement (e.g., drafts, clean drawings, film copies, audio tapes, and latest tests) and data transmitted to Buyer for a further three (3) years after the expiration or termination of the Agreement and shall be available free of charge in response to special requests from Buyer.

17. QUALITY ASSURANCE

17.1 The supplier must create and maintain an effective quality assurance program (e.g., in accordance with ISO 9000 et seq. or equivalent). The supplier shall demonstrate the corresponding measurements at the request of the buyer.

17.2 The buyer shall have the right to verify the quality assurance measures by appointment or through third parties engaged by the supplier.

17.3 The supplier shall notify the buyer before making any changes to the raw materials, the origin of the raw materials, the methods of manufacture, the production equipment or the locations involved in the execution of an order, and shall obtain agreement from the buyer that such changes are not inappropriate for the buyer's goods and/or services. The buyer may cancel the order if the supplier does not agree.

17.4 The supplier will ensure that all equipment and containers are cleaned with the utmost care prior to any product changes. Supplier shall operate in accordance with all applicable laws, including the latest guidelines regarding the Prevention of Contamination in the Manufacture of Plant Protection Products, which is in <https://croplife.org/?s=guidelines> and, to the extent permitted by law and where applicable, shall indicate to the purchaser what other product has been handled, processed, or stored in the equipment or containers previously. In addition, the supplier shall promptly inform the buyer of any risk or 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 costs and extra expenses, as well as delivery by freight paid. Fixed prices also include compensation for sketches or drafts (including clean drawings or drawings saved on electronic media, such as image data). Fixed price agreements are also valid for estimates prepared by the supplier prior to the conclusion of the Agreement, unless such estimates are explicitly identified as non-binding. The provider shall bear any increase in the costs necessary to provide the service.

18.2 Unless a fixed price has been stipulated, travel costs are refundable only upon the prior written consent of the purchaser, in accordance with the buyer's conditions regarding the refund thereof.

18.3 If the supplier's prices are reduced or the supplier's conditions improve during the period between the order and delivery, the prices and conditions in force on the delivery date also apply to the buyer. The above provision applies accordingly in the case of individually approved third-party services, costs and expenses.

19. PAYMENT TERMS

19.1 Invoices must contain the order number indicated in the order and describe the detailed components of the services or goods. Invoices must also match the language, order, and price of the invoiced items indicated in the order. Any additional or reduced services or goods must be reflected separately on the bill.

19.2 Invoices not issued in the local currency must show the exchange rate between the foreign currency and the local currency or the corresponding VAT amount in the local currency.

19.3 In the specific case where the parties agree in writing, and without prejudice to the provisions of paragraph 18.1, that the buyer will reimburse any extra expenses, costs of third party services or other expenses, these must be stated on the invoice, broken down by item, quantity and prices per unit and totals, and must be documented by copies of the corresponding invoices or receipts.

19.4 The payment period starts from a specific date, but not before the receipt of the goods or their acceptance, and in no case before the receipt of the invoice and, if so stipulated, the transmission of the certificates of analysis and/or manufacturing documentation.

19.5 Payments must be made within 60 (sixty) days after receipt of the invoice, unless the provision in section 19.4 ~~substantiates~~

19.6 The parties may deviate from the payment terms set out in section 19.5 if explicitly agreed, for example in the text box of an order.

19.7 The buyer's payment will be delayed only if the buyer received an express warning after the payment due date and/or a fixed payment term was stipulated. The overall late payment interest rate applicable in the event of late payment is 9 percentage points above the base interest rate, unless the buyer proves that the actual property damage suffered by the supplier is less.

19.8 In the event of defective delivery, the buyer has the right to withhold payment on a pro rata basis until proper execution is obtained.

19.9 Payment does not constitute any acknowledgment of terms, conditions, or prices. The date of payment has no effect on the commencement of warranty periods nor does it represent an unrestricted acceptance of the delivered item or a waiver of any warranty claims.

19.10 Unless otherwise stipulated, invoices written on behalf of the relevant buyer must be mailed to the applicant company with all national legal and tax-related requirements.

20. LIEN ON TITLE

20.1 Ownership of the goods must be transferred to the buyer without restriction and without regard to payment of the price.

20.2 If, under the terms of an individual agreement, the seller offers to transfer ownership conditional on payment of the purchase price, the supplier's title right expires at the latest upon payment of the purchase price of the goods delivered. The buyer is also authorized, even before payment of the purchase price, to resell the goods as part of the ordinary business cycle, including advanced allocation of demand resulting from resale; Alternatively, the simple retention of the rights to the title extended to resale applies. However, all other forms of retention on title are excluded. The above provision applies in particular in the case of extension or advancement of retention rights on title and retention of extended title to include reprocessing.

21. GRANT/ASSIGNMENT OF RIGHTS

21.1 The parties agree that all rights in contractual works and designs, including but not limited to figures and graphics, photographs, software, data collections, and/or other results of work created by the supplier individually for the purchaser, including any associated drafts, documentation and information (collectively "Work Results" below) are the sole property of the purchaser. The parties also agree that the purchaser has the right to disclose, publish, use, exploit, add, modify and otherwise process

We use these work results (including for purposes that exceed the buyer's business objectives and the purpose envisaged in the specific request) in any conceivable way and otherwise process them and relate or combine them with other works or items, and transfer them in modified or unmodified form to affiliates and third parties.

- 21.2 Accordingly, the Provider, by accepting this Agreement, grants exclusive and irrevocable rights to use, review, modify and transform the above-mentioned work results created by the Provider and protected by copyright law, and to review, modify and transform them without temporal, geographical or content-related restrictions, and these rights of use may be transferred and/or assigned to the license in whole or in part. This assignment of rights includes all rights of exploitation and use, including but not limited to the right of reproduction, disclosure, exhibition, presentation, performance and the rights of demonstration, transmission, rental, rental and databases, the rights of presentation in cinema and video (including all audiovisual storage systems), promotional rights, as well as rights of reproduction through interactive and non-interactive video or audio media, reproduction of wireless transmissions and public access, digitization, online availability, transmission and reproduction, or other reproduction and public access. It also includes the right to modify and process the results of the work (especially to translate them into other languages or to synchronize them) and to combine or relate them with other works or articles. The above assignment of rights includes all known uses, including but not limited to use, application and/or exploitation for promotional purposes (such as in the form of posters, brochures, invitations, letters, reproductions on the Intranet and/or Internet, on websites, in applications and by any other digital medium), 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 media (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 (such as logos) that represent or integrate the results of the work. The above assignment of rights for the use of the results of the work also includes rights to unknown types of use, as well as the use in its processed form.
- 21.3 If copyright agreements with third parties allow it, the provider also assigns to the buyer the right to the results of the work as such. The supplier assigns to the buyer all additional intellectual property rights over the results of the work, as well as the filming rights.
- 21.4 With respect to contractual software created by the supplier individually for the purchaser and/or adaptations of the software and/or parts of the software (such as patentable databases, data structures or databases and data collections), the following terms and conditions also apply:
- If the results of the work are individually created software or adaptations to standard software, the buyer must be granted exclusive rights to such software and its adaptations. Otherwise, the rights must be granted on a non-exclusive basis.
 - The purchaser must also be granted rights in respect of the contract software or parts of the software individually, but also when they are included in other software and/or parts of the software and, to this extent, also jointly, in particular the right to exploit, assign, rent, reproduce, reconfigure and modify them, transmit them by wire or wirelessly in whole or in part, Make them available for retrieval by the public free of charge or for consideration and public reporting on the service. This right also expressly includes documentation, training materials, and interim results of this software.
 - The purchaser has the right to transfer rights to use the software purchased by him in accordance with these terms and conditions of purchase in the event of restructuring, formation of new entities for research and development purposes (especially including joint ventures formed in this context), sale of companies for the subcontracting of

IT processes in whole or in part to associated companies, in accordance with applicable national laws and to third parties (in particular service providers related to this IT outsourcing). The transfer may, to this extent, be only partial and in the context of the scope of the licence shall include an authorisation for use in favour of the purchaser.

- 21.5 The supplier also assigns to the buyer, in full and worldwide, all rights in inventions (including patent and utility model rights), distinctive signs, trademarks, trade names and design rights in the results of the work created for the buyer. In addition, this assignment includes all applications and interests in these rights. The assignment is independent of whether the rights, applications and interests are registered or not. If any existing protective or identifying marks, trademarks, trade names or design rights cannot be assigned, Section 21.1 applies as appropriate.
- 21.6 If the supplier creates software or adaptations of standard software on the basis of requests from the buyer, the source code and object code created in the context of the execution of the order shall be transferred to the buyer in a complete and appropriate manner. If the subject matter of the Agreement is the supply of standard software and the supplier does not transmit the source code and object code thereof to the buyer, the supplier shall, if the buyer so wishes, deposit the source code with a suitable third party, i.e. in particular with an escrow agent, under normal market conditions and in favour of the buyer.
- 21.7 In addition to exclusive ownership of the intellectual property, the buyer also acquires exclusive title to all physical objects and data created or transmitted in the context of this Agreement by the supplier or, as instructed by the supplier for the execution of the order (e.g., but not limited to sketches, drafts, documents, molds, models, etc.). tools, films, photographs, transparencies, contact copies, film records, videos, master copies, USBs, memory cards, promotional materials, 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 at the buyer's request.
- 21.8 With the payment of the stipulated compensation, both the services contractually due by the provider and the transfers of rights mentioned above will be considered fully compensated.

22. THIRD-PARTY RIGHTS AND ATTRIBUTION

- 22.1 With respect to material in image form, the Provider must obtain in advance any required permission from the persons depicted in the image, as well as for its publication and exploitation as stipulated in 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 hiring them, with respect to the determination of rates and legal guarantees.
- 22.3 The Provider must ensure that all creators or owners of ancillary intellectual property rights involved in the production of the services and items to be provided under this Agreement, on the basis of an agreement entered into with them, or whose services or works have been used, receive an appropriate share of the revenue generated in accordance with applicable national law.
- 22.4 The supplier shall guarantee by means of the relevant agreements (in particular with any employee or subcontractor commissioned by the supplier) that the contractual use of the results of the work and other objects transmitted by the supplier will not be adversely affected by any rights of (co-)authorship or other intellectual property rights, and that the rights described in the paragraphs are granted to the buyer 21.1 to 21.7. If necessary, the supplier shall acquire the rights

- and/or necessary licenses. The provider will pay for any rights to use the license.
- 23. INTELLECTUAL PROPERTY INFRINGEMENTS**
- 23.1 The Supplier shall indemnify the Buyer from any liability for claims by third parties, in accordance with the provisions of Section 23.2, which are based on the infringement of third parties' intellectual property rights by the results of the work and/or objects supplied when used as stipulated in the Agreement. This disclaimer includes all expenses incurred by the buyer from or in connection with a third party's claim.
- 23.2 The supplier shall not be liable for the services made available by the buyer. The Buyer shall release the Supplier from any liability for third-party claims if, and to the extent that, the respective claim is based on the fact that the Supplier has acted according to the express will of the Buyer, despite the fact that the Supplier has notified the Buyer in writing of its objections regarding the admissibility of the action.
- 24. CORPORATE DESIGN**
- Supplier shall use the buyer's current corporate design appropriately, especially in the creation of press releases and public relations services (e.g., promotional material, posters, films, television or radio advertisements, product packaging, business letters, business reports or similar materials, regardless of whether they are for internal use by the buyer or externally directed at third parties). In this regard, the buyer must convey the corporate design to the supplier in a format suitable for access.
- 25. COMPLIANCE WITH THE REQUIREMENTS OF FAIR TRADE LAWS IN ADVERTISING AND PUBLIC RELATIONS SERVICES**
- 25.1 The supplier shall be responsible for complying with the promotional and public relations measures proposed by the supplier in accordance with the applicable fair trade regulations. The supplier shall bear the costs incurred by the buyer as a result of the supplier's failure to properly analyse or verify the admissibility of the proposed PR measure under the applicable fair trade rules.
- 25.2 Supplier shall not be held liable for the accuracy of factual statements made about Buyer's products and services in the proposed public relations measure if, and to the extent, Buyer has approved this content for publication.
- 26. CONFIDENTIALITY**
- 26.1 Supplier must use all information received orally or in writing from Buyer only for the purposes set forth in this Agreement, maintain its confidentiality, and not disclose it to any third party without Buyer's prior written consent. In addition, the supplier shall make the information accessible only to those employees and subcontractors, if any, who are bound by a confidentiality agreement equivalent to that set out in paragraph 26 and who are required to have the information in order to perform the agreement between the supplier and the buyer. At the request of the buyer, the supplier must confirm to the buyer in writing the conclusion of the relevant agreements.
- 26.2 The confidentiality requirement set out above extends, as appropriate, to the request for quotation and the request, as well as to the work carried out in this regard.
- 26.3 The above obligations do not apply to information that:
- at the time it was disclosed, it was already known to the supplier, without any obligation for the buyer to maintain its confidentiality, or
 - A third party who received the information disclosed it to the provider and transmitted it without breaching any obligation of confidentiality, or
 - by the time it was disclosed by the purchaser it was already in the public domain, or
 - It subsequently entered the public domain through no fault of the supplier.
- 26.4 The obligation of confidentiality also does not apply if the disclosure of the information to a court or governmental authority is mandated by an order of the court or other governmental authority for the execution of the order. If the circumstances permit, the supplier will notify the buyer immediately before transmitting the information to a court or government authority.
- 26.5 The obligation of confidentiality stipulated above survives the completion of the order, unless one of the exceptions cited above subsequently occurs.
- 27. DATA PROTECTION**
- 27.1 Each party must at all times comply with its respective obligations under applicable data protection laws and regulations (including, but not limited to, EU Regulation 2016/679 "General Data Protection Regulation", GDPR).
- 27.2 Information, in accordance with Art. 13 GDPR, on how the buyer processes the 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. LIABILITY FOR DEFECTS AND OTHER WARRANTIES**
- 28.1 The supplier warrants that the goods and/or services provided are free from any defect that could adversely affect their value or fitness for use, that they have the qualities stipulated or contractually required and that they are suitable for the use specified in the Agreement. In addition, the supplier guarantees that the goods or services due correspond to generally accepted industry best practice standards, the latest requirements of government authorities, product safety legislation, respective applicable safety requirements, and occupational safety and accident prevention requirements.
- 28.2 Supplier's liability also covers parts manufactured and/or supplied by subcontractors and services provided by subcontractors.
- 28.3 The buyer must report defects in the contract goods as soon as they are identified during the ordinary business cycle. The claim period will be determined based on individual circumstances. In the case of obvious 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 date of discovery of the defect. However, longer claim periods will prevail if applicable law so provides.
- 28.4 The buyer will retain possession and title of the defective parts until replaced. Defective parts will be returned to the supplier in exchange for delivery and transfer of ownership of the replacement.
- 28.5 The costs of testing, inspection and rectification (including removal, installation and transport costs) shall be borne by the supplier. The above requirement will also apply if it is determined that no defect actually exists. Any possible liability for damages on the part of the buyer in the event of unjustified warranty claims remains unaffected. Therefore, the buyer will be held liable only if he is aware that the defect did not actually exist or is grossly negligently unaware of it.

- 28.6 In urgent cases, if a rectification cannot be expected from the supplier, despite its legal rights under the warranty, the buyer may also have the defect rectified by itself or by third parties at the supplier's expense and demand reimbursement of the costs incurred. The buyer also has this right if the supplier fails to remedy the defect due to negligence despite being granted an extension of the time limit, if the extension of the time limit is superfluous or if the attempt to remedy it is ultimately unsatisfactory.
- 28.7 If the supplier has provided a warranty for the properties and durability of the object provided, the buyer may make a claim under this warranty, in addition to its rights arising from the existence of defects.
- 29. COMPENSATION BY THE SUPPLIER**
- 29.1 In addition to claims arising from defects, the buyer also has unrestricted access to claims for legal redress by the supplier within the supply chain (compensation by the supplier). In particular, the buyer has the right to specify the exact type of correction (repair or replacement) that the seller owes to its customer in the specific case. As a result, your legal options are not limited.
- 29.2 Before the buyer accepts or satisfies a warranty claim made by one of its customers (including compensation for expenses), the buyer shall notify the supplier of a brief description of the situation and request a written response. If the response is not received within a reasonable time and a solution cannot be agreed, the warranty claim effectively addressed by the buyer will be owed to its customer. In this case, the supplier must provide evidence to the contrary.
- 29.3 Claims for compensation by 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 the case of the exercise of its ordinary rights of termination, is also entitled to partial termination, if it can reasonably be expected from the supplier.
- 30.2 If the Agreement is a continuing obligation, it may be terminated without notice. Sufficient cause exists in the following particular cases:
- The supplier fails to pay a contractual obligation and fails to cure the breach within a reasonable period of time determined by the buyer, together with the termination warning.
 - If the compliance period cannot be extended depending on the type of non-compliance, the supplier has not satisfactorily remedied the non-compliance despite the warning.
 - The supplier has not complied with its obligation to withhold taxes and/or social security contributions.
 - There has been a significant deterioration in the economic situation of the supplier, which jeopardizes the implementation of the Agreement.
- 31. RESPONSIBILITY**
- 31.1 The supplier shall indemnify the buyer from producer liability claims and claims under applicable law if the cause is within the control or operation area of the supplier or its subcontractors.
- 31.2 Within the framework of its own liability for damages in accordance with Article 31.1, the supplier must also reimburse the costs incurred by the buyer or in connection with a recall campaign carried out as stipulated by law. This also applies to preventive recall campaigns.
- 31.3 The buyer shall be responsible for communication with government authorities in accordance with applicable law. The buyer will coordinate with the supplier as needed.
- 31.4 Apart from this, the provider shall be liable in accordance with the statutory provisions.
- 32. STATUTE OF LIMITATIONS**
- 32.1 Unless expressly agreed otherwise, statutory statutes of limitations apply. Notwithstanding the foregoing, the following provisions apply.
- 32.2 Without prejudice to applicable national law (namely the Civil Code), the general limitation period for contractual claims based on material defects and defects of title is three (3) years after delivery to the buyer at the place of performance. If early acceptance is stipulated in the cases covered by applicable law, the limitation period begins at the latest at the time of final acceptance.
- 32.3 Non-contractual claims for defects of material and title and contractual claims for reasons other than defects are subject to statutory limitation periods.
- 32.4 The limitation period for claims for justified defects is extended by the time that elapses between the claim for defects and its satisfaction. If the supplied object is completely replaced, the limitation period starts again. In the case of partial replacement, the limitation period applies to the replaced parts. The limitation period should not start again if the supplier is visibly acting outside the scope of its obligation to remedy the defects.
- 33. WITHHOLDING TAX**
- 33.1 The buyer has the right to withhold from the compensation due under this Agreement, the taxes due at source, the withholding of which is the legal responsibility of the buyer, including additional solidarity taxes legally due on these taxes. For all purposes of this Agreement, withholding taxes shall be deemed to have been paid by the buyer to the supplier. The supplier shall, as soon as possible, receive a tax receipt from the buyer, indicating the amount of taxes withheld at source documenting the amount of taxes withheld and deducted.
- 33.1 No withholding tax shall be withheld or the amount withheld shall be reduced if the supplier, prior to the payment of the offset, submits a relevant exemption certificate from the national tax authorities indicating that the offset is subject to a reduction in withholding tax or is fully exempt from payment of tax under the applicable national law relating to a current double taxation agreement and, in Portugal, it must be accompanied by the official Portuguese RFI21 form 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 the withholding tax, including the solidarity surcharge, from the payment because the compensation is paid by mutual receivables offsetting, the supplier must pay the withholding tax, plus the solidarity surcharge, to the buyer separately. If the buyer has not deducted the withholding taxes despite the fact that the law requires the buyer to pay them to the tax authorities on behalf of the supplier, the supplier will assist the buyer in all the procedures necessary to obtain reimbursement from the tax authorities. If the tax authorities fail to reimburse the withholding tax subsequently paid, including any additional solidarity taxes, the supplier shall reimburse the buyer for the amount of taxes due by law, including any solidarity surcharges.
- 34. VAT**
- All stipulated compensatory amounts are net amounts. If the supplier is obliged by law, the value-added tax

It must be paid after receipt of a correct invoice, in accordance with the Value Added Tax Act, in addition to the stipulated compensation.

35. ORIGIN OF GOODS/CUSTOMS STATUS

35.1 Origin of the goods

The goods supplied must comply with the origin requirements of the EU Generalised System of Preferences, unless otherwise expressly stipulated in the acknowledgement of receipt. The supplier must issue all the supplier's 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 satisfied by merely 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 damage caused. A long-term supplier statement may be issued; However, at the request of the buyer, an individual supplier declaration must be issued in each case. At the request of the purchaser, however, a certificate of origin must be issued in each case, if deemed necessary.

35.2 Customs status

Unless otherwise agreed by the supplier and the buyer, the supplier shall always supply Union goods in deliveries from EU charging points. The supplier must indicate the customs status of the goods on its shipping documents (e.g. bill of lading). Unless otherwise stated: goods that are shipped from an EU loading point are Union goods.

35.3 Customs & Foreign Trade

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

36. SUSTAINABILITY

36.1 The supplier is obliged to organise its business with Bayer in accordance with Bayer's expectations regarding human rights and the environment, as well as other sustainability aspects referred to in Bayer's Supplier Code of Conduct ("Bayer SCoC").

version dated 31 December 2022, available at <https://www.bayer.com/en/procurement/supplier-code-of-conduct>, Version dated December 31, 2022. Bayer reserves the right to amend this sustainability clause as well as the "Bayer SCoC" if Bayer's expectations regarding human rights and the environment change, and will inform the supplier thereof as soon as reasonably practicable. The Provider agrees to comply with the amended "Bayer SCoC" or clause, as applicable.

36.2 The supplier shall transmit the substantive provisions of the "Bayer SCoC" to its suppliers and ensure compliance by it and its suppliers, including access to the Bayer complaints portal specified in the "Bayer SCoC".

36.3 Bayer reserves the right to evaluate, control and audit (on-site or remote audit, online or paper questionnaire, recognized certification or audit systems, etc.) to ensure and verify compliance with the above. An assessment, control or audit may be carried out directly by Bayer or by a qualified third party.

36.4 The supplier shall, without undue delay, (i) inform Bayer in writing of any identified risk or violation of the principles described in the "Bayer SCoC" and (ii) take appropriate corrective actions to avoid, terminate or minimize the violation. Bayer reserves the right to (i) apply a concept to terminate or minimize a breach and (ii) solicit the supplier's cooperation in this regard. If the supplier does not comply with the requirements of the Bayer SCoC, and after a period of

If the violations have not been eliminated, Bayer reserves the right to (i) suspend the agreement until the violations have been corrected, or (ii) provide extraordinary notice of termination after the expiration of the performance period and at its sole discretion.

36.5 The supplier recognises and endorses the inclusion and diversity efforts of Bayer's suppliers, its commitment to participation in diverse businesses and the prohibition of discriminatory treatment in the supply chain, as highlighted in the "Bayer SCoC". Supplier shall make reasonable efforts to employ qualified diverse suppliers and subcontractors where appropriate and feasible, maintain a record of their use, and be able to produce a report upon Bayer's request on the percentages of expenditure with diverse suppliers.

36.6 The Supplier shall indemnify and hold Bayer and its affiliates, including Bayer AG (all Bayer affiliates listed in https://www.bayer.com/sites/default/files/GDIS_Companies_EN.pdf) harmless from any liability for damages, third-party claims, fines or losses arising from breaches of the obligations described in this Agreement or in the "Bayer SCoC".

37. FINAL PROVISIONS

37.1 The supplier is permitted, only with the express written consent of the buyer, to cite the business relationship with the buyer or to mention it in informational or promotional material.

37.2 The Buyer may transfer the Agreement and related rights and obligations at any time and without the consent of the supplier to Bayer AG or any affiliate in accordance with applicable national laws or in connection with the sale or transfer of all or a substantial part of (i) its business, (ii) a particular business unit or (iii) a particular location, or in connection with a merger or other consolidation of the buyer or any of its affiliates with another entity.

37.3 The provider may only compensate claims that have not been refuted or legally confirmed. If a supplier is entitled to withhold a service, it may do so only in the event of claims arising from the same contractual relationship.

37.4 Otherwise, the statutory provisions governing set-off and retention of rights apply.

37.5 Supplier must notify the buyer, promptly and in writing, of any transfer of the Agreement under the law and any change in the corporate name.

37.6 Force Majeure: If a party is unable, in whole or in part, by reason of fire, flood, explosion, earthquake, riot, natural disaster, war or terrorist activities, without any liability whatsoever on the part of the party declaring force majeure and without it being in any event due to negligence or willful misconduct in the performance of its obligations under this agreement, excluding payment obligations ("Force Majeure Event"), these obligations shall be suspended to the extent affected by the Force Majeure Event and, in relation to such suspended obligations, neither party shall be held liable to the other or deemed to be in breach of this Agreement by reason of delay or failure to perform.

37.7 National law shall apply, excluding its conflict-of-laws rules. The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall not apply.

37.8 If an order mentions the INCOTERMS rules without indicating the year, the INCOTERMS rules in the version in force on the date of the order apply.

37.9 The courts of the buyer's address (headquarters) shall have exclusive jurisdiction over any dispute arising out of the business relationship between the supplier and the buyer. The buyer is neither obligated nor willing

to participate in dispute resolution procedures in accordance with applicable national law. The European Commission provides a platform for online dispute resolution (OS platform), for disputes arising from online purchase agreements and online service contracts. This platform can be accessed through <http://ec.europa.eu/consumers/odr/>.

- 37.10 If any individual provision of the Agreement is invalid or becomes invalid or unenforceable in whole or in part, the remaining provisions shall not be affected.
- 37.11 If provisions of the Agreement are excluded, invalid or ineffective, the content of the Agreement shall be as required by law. Only in the event that there is no additional interpretation of the Agreement that takes precedence or is possible, the parties shall replace the invalid or ineffective provision with a valid and effective provision that comes as close economically as possible to the original provision in consideration of their mutual interests.

Updated: Barcelona, December 2023