

Terms & Conditions of Bayer Israel Ltd For professional services

By accepting the Purchase Order (PO) the Service Provider accepts the Terms and Conditions (T&C) of Bayer Israel Ltd (BAYER). In case of conflicting terms between the T&C and the Quotation/Agreement, the meaning in this T&C shall supersede.

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§1. Payment Terms and Conditions

BAYER shall pay Service Provider at the rates set forth in the PO.

Payment will be only made to Service Provider if the performance of its services was successful and, therefore, upon acceptance and quality check made by BAYER for the agreed services. BAYER can hold payment in dispute upon notice to Service Provider.

BAYER shall not pre-pay any Service Provider expenses.

An accurate invoice received between the 1st and 15th of a month will be processed on the 16th of such month and paid within sixty (60) days after the processing date. An accurate invoice received between the 16th and the end of a month will be processed on the 2nd of the following month and paid within sixty (60) days after the processing date.

§2. Invoicing

Invoices shall include at least the PO number, description of goods or services, quantities, unit prices, discounts, if any, payment terms, date of performance or shipment, total purchase price and identifies Service Providers. Each invoice must refer to one PO.

§3. Delivery of goods/service. Force Majeure

Delivery of goods/services: Service Provider will deliver services according to the agreed conditions and delivery date stated in the PO.

BAYER may at its discretion request postponement of the delivery of the service with no additional fees. Service Provider shall hold the goods/services until they can be delivered.

BAYER shall be responsible only for Service Provider's direct additional costs in holding the goods/services or delaying performance of this agreement.

BAYER shall have the right to inspect goods/services and to reject any or all goods that are in BAYER judgment defective or nonconforming to spec, samples or warranties. Goods rejected may be returned to Service Provider at his expense.

Force Majeure: Obligations suspended: Where a party (BAYER/Service Provider) is unable, wholly or in part, by reason beyond that party's reasonable control and not resulting in any way from its negligence or willful misconduct (e.g. fire, flood, earthquake, explosion, epidemic, riot, civil commotion, strike, war or war like hostilities or threat of war, terrorist activities) to carry out its obligations under the PO. The party gives the other party immediate written notice of the nature and expected duration of, and the obligation(s) affected by, the Force Majeure. The party uses all reasonable endeavors to mitigate the effects of the Force Majeure on that party's obligations under the PO and perform that party's obligations under the PO despite Force Majeure.

Neither party shall be liable to the other or be deemed to be in breach of the PO for reason of delay in performance due to Force Majeure. Suspension of obligations and excuse from liability shall be effective only to the extent and for the duration of the Force Majeure.

§4. Warranty Clause

Service Provider warrants that (1) the services to be provided shall comply with all applicable laws, governmental/industrial standards and regulations as well as BAYER code of conduct, (2) he has all legally required approvals to supply the services (e.g. special qualification, license, permits, insurance) or will obtain them before commencement of the services, (3) the services shall be performed in conformity with the highest industry standards and (4) that all services provided will be new and free of defects.

§5. Change in PO content/specification.

Cancelation of Order

Change in PO content or specification: BAYER has the right at any time to make changes in PO (e.g. changes in quantity of materials, packaging, time and place of delivery). All changes shall be made in writing. Any additional costs due to these changes will be paid by BAYER. The Service Provider agrees to accept these changes.

Cancelation of Order: specific terms shall be detailed in the PO.

§6. Subcontracting

Service Provider shall not subcontract services without the prior written approval of BAYER. In case of subcontracting these T&C remain valid also for subcontractor. The Service Provider shall notify its subcontractor accordingly.

Service Provider shall be solely and entirely responsible and liable for the services and contractual obligations arising from this PO provided by Service Provider or its subcontractors.

BAYER reserves the right to bar from its premises any subcontractor of Service Provider for any reasonable cause.

§7. Intellectual Property

Service Provider hereby assigns to BAYER all worldwide right, title, and interest in and to all intellectual property and all work product produced by Service Provider under or related to this T&C. Work product includes, but is not limited to, all notes, inventions, reports, source files, materials prepared, assembled, gathered and obtained as part of the Services. Service Provider further agrees to assign to BAYER all worldwide right, title, and interest in and to all intellectual property and all work product obtained by Service Provider from any third party relating to the performance of Services under this Agreement.

Service Provider shall not use any trade names, trademarks, and/or logos of BAYER or its affiliates without the prior written consent of BAYER.

§8. Compliance

Service Provider has/will not provide any payment or benefit, directly or indirectly, to government officials, customers, business partners or any other person in order to secure an improper benefit or unfair business advantage, improperly affect private or official decision or induce someone to breach professional duties or standards.

§ 9. Data Privacy

Service Provider warrants that all personal information received as part of his services under this T&C will be handled in accordance with the Privacy Protection Laws enacted in Israel, including the Privacy Protection Law 1981 and its regulations, as well as in accordance with the guidelines received from time to time by the Privacy Protection Authority.

§10 Miscellaneous

- (1) Changes to T&C: We reserve the right, at our sole discretion, to modify or replace these T&C at any time. If a revision is material, we will provide notice prior to any new T&C taking effect. What constitutes a material change will be determined at our sole discretion. No change, modification or alteration of this T&C shall be valid unless it is made in writing and signed by BAYER and the Service Provider.
- (2) Indemnity: Service Provider shall indemnify, defend and hold harmless BAYER from/against any and all claims/damages incurred by, asserted against BAYER to the extent such claims/damages directly or indirectly arise from Service Provider's or its subcontractors' performance of the Services.
- (3) "Claims" shall mean any claims, liability, demands, causes of action, contribution, indemnity, suits, damages, loss, costs, fines, penalties and expenses.
- (4) "Damages" shall mean any past, present or future damages like costs, liabilities, losses or expenses, whether or not involving a third-party claim, court costs, pre-judgment and post judgment interest, attorney's fees and expenses, expert fees any other expenses of any kind.
- (5) Confidential information: Service Provider shall keep confidential and agrees not to disclose any confidential or proprietary information received from BAYER to third parties without the prior written approval of BAYER.
- (6) Audit Clause: BAYER or its duly authorized third party auditor, upon reasonable advance notice to Service Provider and at BAYER's expense, shall have the right during normal business hours to examine and copy such books, records, and other documents and materials of Service Provider, for the sole purpose of verifying whether Service Provider has complied with the compliance obligations stated in the PO.
- (7) Choice of Law and Venue: this T&C shall be interpreted and controlled by the law of Israel. Any lawsuit, action or other proceeding that relates to the agreed services shall be brought only in competent court located in Tel Aviv, Israel.

Signed by:.....

Date:.....

Signature: