

General Purchase Terms and Conditions of Bayer UK

1. GENERAL

- 1.1. These terms and conditions ("Purchase Terms and Conditions") are incorporated by reference into the purchase agreement entered into for the purchase of goods and/or services ("Agreement") between Bayer plc or Bayer Crop-Sciences Ltd as specified in the PO ("Purchaser") and the contractual partner ("Supplier").
- 1.2. Subject to Section 1.3, these Purchase Terms and Conditions apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.3. Separate negotiated contractual agreements always have priority over these Purchase Terms and Conditions.

2. PROVISIONS OF THE AGREEMENT

- 2.1. Individual provisions of these Purchase Terms and Conditions that make express reference to a specific type of purchase category (e.g. purchase of goods, purchase of work and materials, work services, general services or equipment) apply exclusively for the respective type of purchase category. Otherwise, the provisions set forth below apply to all types of purchase categories.

3. PURCHER'S OFFER

- 3.1. The raising of a purchase order by the Purchaser constitutes an offer by the Purchaser to purchase the goods/ services as set out in the Supplier's quote/proposal in accordance with these Purchase Terms and Conditions. Supplier shall check each purchase order received from Purchaser for discernible errors, ambiguities, omissions and unsuitability of the specifications selected by Purchaser for the intended purpose. Supplier shall immediately inform Purchaser of any necessary amendments or clarifications to the purchase order.

4. SUPPLIER'S ACCEPTANCE

- 4.1. The purchase order shall be deemed to be accepted by the Supplier on the earlier of: (i) the Supplier issuing a written acceptance of the purchase order; or (ii) the Supplier doing any act consistent with fulfilling the purchase order; at which point the Agreement shall come into existence. The final version of the quote/ proposal shall be incorporated into the Agreement.
- 4.2. The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any document of the Supplier that is inconsistent with these Purchase Terms and Conditions.
- 4.3. Supplier must indicate the following information in all correspondence: Purchasing department, complete purchase order number, date of purchase order and Purchaser's reference.
- 4.4. Purchaser is entitled to demand modifications to the goods or services to be supplied even after the formation of the Agreement, provided Supplier can be reasonably expected to make such modifications. Such amendments to the Agreement shall consider the effects for both parties, in particular, sufficient account shall be taken to cost increases or decreases and effects on the schedule.
- 4.5. Supplier is not authorized by the Agreement to represent Purchaser as agent or otherwise.

5. SUPPLIER OBLIGATIONS

- 5.1. Supplier shall perform any services itself or have them performed by an affiliate. Supplier shall not use subcontractors without Purchaser's prior express approval. If Purchaser approves the use of subcontractors, they shall be commissioned by Supplier in its own name and the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 5.2. If the performance of the service takes place at the Purchaser's site, Supplier must comply with the safety and organizational requirements for outside companies and/or the internal operating regulations applicable at the respective site. Supplier must also comply with all other requirements displayed for its information on the site. If Supplier considers the requirements unreasonable, it must immediately register its objections with Purchaser.
- 5.3. In the performance of the Agreement the Supplier shall (i) use only qualified persons who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement; (ii) use best care, skill and diligence

in accordance with best practice in the Supplier's industry profession or trade; (iii) provide all equipment, tools and vehicles and such other items as are required to provide the services/goods under the Agreement; (iv) use the best quality goods, materials, standards and techniques, and ensure that the deliverables and all goods and materials supplied and used in the Agreement or transferred to the Purchaser, will be free from defects in workmanship, installation and design; (v) obtain and at all times maintain all licenses and consents which may be required for the performance of the Agreement; (vi) not do or omit to do anything which may cause the Purchaser to lose any licence, authority, consent, or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Purchaser may rely or act on the goods and or services supplied under the Agreement; (vii) co-operate with the Purchaser in all matters relating to the Agreement and comply with all instructions of the Purchaser; and (viii) ensure that the service and or goods will conform with all descriptions, standards and specifications set out in the order, quote and proposal and that deliverables shall be fit for any purpose that the Purchaser expressly or impliedly makes known to the Supplier.

- 5.4. Persons whose employment with Purchaser was previously terminated by Purchaser for personnel or performance-related reasons, or persons who have repeatedly damaged or continue to cause particularly serious damage to Purchaser's interests may not be used by the Supplier in the performance of any services. Supplier shall bear any increased costs resulting from a replacement of the personnel used for the performance of the service.

6. TIME OF PERFORMANCE AND DELIVERIES

- 6.1. The Supplier shall meet any timelines for performance of services or delivery of goods specified in the Agreement. Unless agreed otherwise by the parties, time is of the essence in relation to any performance or delivery dates. If a specified period of time has been stipulated for the performance, unless otherwise agreed, this period begins with receipt of the purchase order by Supplier.
- 6.2. As soon as Supplier becomes aware that it can no longer perform its contractual obligations in whole or in part, or not in a timely manner, it must immediately notify Purchaser of this indicating the reasons for and the projected duration of the delay. Notification must be made in writing. If Supplier fails to provide this notification, it may not plead the obstacle to Purchaser as the cause of the delay.
- 6.3. If the Supplier fails to perform any services by the applicable dates, the Purchaser shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights: (a) to terminate the Agreement with immediate effect by giving written notice to the Supplier; (b) to refuse to accept any subsequent performance of contractual obligations which the Supplier attempts to make; (c) to recover from the Supplier any costs incurred by the Purchaser in obtaining substitute goods or services from a third party; (d) to require a refund from the Supplier of sums paid in advance for goods or services that the Supplier has not provided; and (e) to claim damages for any additional costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure to meet such dates.
- 6.4. Partial services and/or deliveries shall be accepted only by express agreement.
- 6.5. If a delivery deadline is stipulated, Purchaser reserves the right to return goods delivered early at Supplier's expense. If Purchaser decides not to return early deliveries, the goods shall be stored until the stipulated delivery date at Supplier's expense and risk.

7. PLACE OF PERFORMANCE

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

8. COOPERATION BY PURCHASER

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

9. TESTS AND INSPECTIONS

- 9.1. If tests and inspections are stipulated for the goods or services to be supplied, Supplier shall bear the material costs and its personnel costs of the tests and inspections. Purchaser shall bear the costs of its testing and inspection personnel. Supplier must send binding notification to Purchaser that the service or goods are ready for testing or inspection at least one week before the date stipulated for the test or inspection. Supplier must also agree on a test date with Purchaser. If the item to be tested is not presented on this date, Purchaser's testing personnel costs shall be charged to Supplier. If defects are identified and repeated or additional tests are therefore necessary, Supplier shall be responsible for all material and personnel costs. Supplier shall bear the material costs and personnel costs of the material certificates for the primary materials. The Supplier shall remain fully responsible for the goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.
- 9.2. If, following such inspection or testing, the Purchaser considers that the goods or service do not conform or are unlikely to comply with any part of the Supplier's undertaking in Sections 27.1 and 5.4, the Purchaser shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

10. PACKING AND SHIPMENT OF GOODS

- 10.1. Separately from the goods and the invoice, Supplier must send a complete shipping notice for each individual shipment on the date of dispatch. Bills of lading and packing lists must be included with each shipment. For shipments by ship, the name of the shipping company and the vessel must be indicated in the shipping documents and the invoice. The Supplier must select the best and most appropriate means of transport for the Purchaser. The purchase order references and information on the unloading point specified by Purchaser must be indicated in full on the shipping notices, bills of lading, packing lists, consignment notes, invoices and on the external packaging as well as any special storage instructions.
- 10.2. Supplier shall always pack, label, store, stow and ship goods in accordance with applicable laws and according to product specification including product specific requirements for packaging, warehousing, and transportation. If required by applicable laws the accompanying documents shall show the risk category and all further particulars. This may include the delivery of a valid and complete material safety data sheet.
- 10.3. Goods must be packed to prevent damage during transport. Packing materials must be used only to the extent necessary to achieve this purpose. Supplier must take back the packing material as required by law and the applicable regulations. If, under the terms of the Agreement, Purchaser pays for the packing material, it is entitled to return the packing material in good condition for a refund of 75% of the invoiced price, freight prepaid, to Supplier. The maximum weight of each package is 10 kg.
- 10.4. In general, Supplier must pack, identify and ship hazardous products in compliance with the applicable national/international requirements. The accompanying documentation, in addition to the hazard class, must also contain the additional information required by the respective transportation regulations. The applicable transport, shipping and hazardous goods regulations must also be observed.
- 10.5. Supplier shall be liable for damages and shall assume all costs incurred as a result of failure to comply with applicable transportation regulations. Supplier shall also be responsible for compliance with such regulations by its subcontractors.
- 10.6. All shipments that cannot be accepted as a result of Supplier's failure to comply with applicable transportation regulations shall be placed in storage at Supplier's expense and risk. Purchaser is entitled to ascertain the content and condition of such shipments.
- 10.7. Unless agreed otherwise between the parties, the Supplier will deliver goods to the location directed by the Purchaser during the Purchaser's normal business hours.

11. COMPLIANCE WITH REACH REGULATION

- 11.1. If and to the extent that the REACH Regulation (Regulation (EC) 1907/2006) or any amendment, national implementation, replacement or local equivalent

of the same applies to the subject matter of the Agreement, the Supplier shall comply fully with its obligations under such legislation.

12. INSURANCE

- 12.1. In accordance with the transfer of risk under the stipulated INCOTERMS/delivery conditions, the respective Party bears the risk for the loss of or damage to the goods prior to the passing of title in goods as set out in Section 19.
- 12.2. Supplier must, during the Agreement and for a period of 5 years thereafter, at its expense, purchase sufficient professional indemnity insurance, product liability insurance and public liability insurance in an amount standard in its sector to cover damage caused by services or work performed or property owned by it, its personnel or its subcontractors as a result of services performed or work or goods delivered. Proof of coverage must be provided to Purchaser on request. More extensive damage claims to which Purchaser may be entitled in excess of insurance coverage remain unaffected.
- 12.3. If applicable, the purchase of special erection/installation insurance coverage in addition to the liability coverage stipulated in Section 12.2 must be coordinated between Purchaser and Supplier in each individual case.
- 12.4. Objects loaned to Purchaser, including but not limited to machines and equipment that are used on operating sites, must be insured by Purchaser against the standard risks. Purchaser shall have no further liability for loss of or damage to these objects except in cases of malicious intent or gross negligence.

13. NO TRANSFER OF EMPLOYEES

- 13.1. The Supplier will, and will procure that its sub-contractors and agents will, ensure that no employee of the Supplier or its subcontractors or agents is dedicated only to providing any services under this Agreement.

14. PURCHASER'S DOCUMENTS

- 14.1. Purchaser retains title to all documents, drawings, standards, guidelines, analysis methods, formulas and other documents or items that are physically or electronically transmitted by Purchaser to Supplier for the manufacture of any item to be delivered or the provision of any service under this Agreement. Purchaser's documents are also covered by the requirements set forth in Section 25. The Supplier may only use such documents and items for the purpose of carrying out its obligations under this Agreement. The Supplier shall keep such Purchaser materials in safe custody at its own risk, maintain them in good conditions until returned to the Purchaser and not dispose or use the same other than in accordance with the Purchaser's written instructions or authorisation.
- 14.2. Documents of all types that are required by Purchaser for the use, setup, erection or installation, processing, storage, operation, maintenance, inspection, service and repair of any items or Services supplied under this Agreement must be made available by Supplier promptly, unsolicited and free of charge.
- 14.3. Purchaser's internal standards (company standards) and guidelines must be requested by Supplier in good time, to the extent that they have not already been made accessible or transmitted.
- 14.4. Documents transmitted by Purchaser must be returned unsolicited and/or - in the case of electronic documents - deleted by Supplier, subject to the obligation set forth in Section 15 and/or existing statutory retention obligations, not later than at the time of the completion of the order.

15. PURCHASER'S DOCUMENT RETENTION OBLIGATION

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

16. QUALITY ASSURANCE

- 16.1. Supplier must establish and maintain an effective Quality Assurance program (e.g. in accordance with ISO 9000 et seq. or equivalent). Supplier must demonstrate the corresponding measures to Purchaser on request.
- 16.2. Purchaser itself is entitled to verify the Quality Assurance measures by appointment or to have them verified by third parties engaged by Supplier.

- 16.3. Supplier shall notify Purchaser before making any changes to raw materials, source of raw materials, methods of manufacture, production equipment or locations involved into the performance of a purchase order and shall obtain Purchaser's agreement that such changes do not make the use of goods and/or services unsuitable for Purchaser before making any such change(s). Purchaser may terminate the Agreement if Supplier does not agree.
- 16.4. Supplier shall ensure that all equipment, and containers are cleaned with the utmost care before any change of goods. Supplier shall operate in accordance with all applicable laws including the latest guidance on contamination prevention in the Manufacture of Crop Protection products, to be found on <https://croplife.org/?s=guidelines> and shall -to the extent legally possible and where applicable- indicate to Purchaser which other goods has been handled, processed or stored in the equipment and containers before. Further, Supplier shall promptly inform Purchaser of any risk of contamination or any suspicion of contamination.
- 18.8. In the event of defective delivery of goods or services, Purchaser is entitled to withhold payment proportionally until proper performance.
- 18.9. Payment does not constitute any acknowledgment of terms, conditions or prices. The payment date has no effect on the beginning of the warranty periods and represents neither unrestricted acceptance of the item delivered nor a waiver of potential warranty claims.
- 18.10. Unless otherwise stipulated, invoices made out to the respective Purchaser must be sent by email to the Purchaser at invoice.bayer.plc@bayer.com for Bayer plc/ Pharmaceuticals or invoice.bcs.uk@bayer.com for Bayer Crop Sciences.

17. CONSIDERATION

- 17.1. Unless expressly agreed otherwise in writing, the consideration payable by the Purchaser under the Agreement is a fixed price. Such price includes expenses, energy costs, raw material costs, third-party costs, travel costs, packing and delivery, insurance and compensation for sketches and drafts (including clean drawings or drawing stored on electronic media, including image data). No extra charges shall be effective unless agreed in writing with the Purchaser. Fixed price agreements are also valid for estimates prepared by Supplier before the conclusion of the Agreement, unless such estimates are explicitly identified as non-binding. Any increased costs necessary to perform the service shall be borne by Supplier.
- 17.2. If the parties agree that travel and subsistence costs are reimbursable, it will be only on the basis of Purchaser's prior written consent according to Purchaser's conditions for the reimbursement of such costs.
- 17.3. If Supplier's prices are reduced or Supplier's conditions improve during the period between the purchase order and delivery, the prices and conditions in effect on the date of delivery also apply for Purchaser. The above provision applies accordingly for individually approved third-party services, costs and expenses.
- 17.4. All stipulated compensation amounts are net amounts. If required by Supplier under the law, value-added tax must be paid by the Purchaser after receipt of a correct invoice within the meaning of the Value-Added Tax Act in addition to the stipulated compensation.

18. PAYMENT TERMS

- 18.1. Invoices must contain the purchase order number indicated in the purchase order and describe the components of the service or goods in detail. Invoices must also correspond to the language, order of invoice items and prices indicated in the purchase order. Any additional or reduced services or goods must be listed separately in the invoice.
- 18.2. Invoices not denominated in local currency must show the conversion rate between the foreign currency/local currency and the VAT amount in the local currency.
- 18.3. If in the specific instance the parties agree in writing, notwithstanding the provisions of Section 17.1, that Purchaser shall reimburse out-of-pocket expenses, costs of third-party services and/or other expenses, these expenses must be shown in the invoice, broken out by item, quantity, unit and total prices and documented by copies of the corresponding receipts.
- 18.4. Payment periods begin to run from a specific date, although not earlier than the receipt of the goods or their acceptance, and in no case before receipt of the invoice and - if stipulated - the transmission of analysis certificates and/or manufacturing documentation.
- 18.5. Payments are due within 90 (ninety) days net after receipt of the invoice, unless the provision in Section 18.4 results in a later payment date.
- 18.6. The Parties may deviate from the payment terms as set forth in Section 18.5 if explicitly agreed, for example in the text field of a purchase order.
- 18.7. Purchaser's payment shall be late only if Purchaser received an express warning after the date payment was due and/or a fixed payment deadline was stipulated. The lump-sum late interest rate applicable in the event of late payment is

4 percentage points a year above the Bank of England's base rate from time to time.

19. RETENTION OF TITLE

- 19.1. Subject to Section 19.2, title to goods shall be transferred to Purchaser without restrictions and without regard to payment of the price on the completion of unloading of the goods at the delivery location, as agreed with the Purchaser.
- 19.2. If, under the terms of this Agreement, the parties agree to the transfer of title on payment of the purchase price rather than on delivery, Supplier's reservation of title expires not later than payment of the purchase price for the goods delivered. Purchaser also remains authorized, even before payment of the purchase price, to resell the goods in the ordinary course of business, including the advance assignment of the claim resulting from resale; alternatively the simple retention of title extended to the resale applies. However, all other forms of retention of title are excluded. The above provision applies in particular for expanded and forwarded retention of title and retention of title extended to include reprocessing.

20. GRANTING/TRANSFER OF RIGHTS

- 20.1. For the purpose this Section 20, "Background IP" means Supplier Background IP and Third Party IP together. "Supplier Background IP" means all Intellectual Property Rights owned by the Supplier before the date of the Agreement or that are created by the Supplier independently of this Agreement. "Third Party IP" is any Intellectual Property Rights owned by an entity other than the Parties and their affiliates. "Intellectual Property Rights" shall mean patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use and protect and confidentiality of confidential information, and other intellectual property rights, in case case whether registered or unregistered.
- 20.2. Work Results: Work Results are (i) all Intellectual Property Rights in or arising out of the services under this Agreement (other than Background IP) and (ii) all physical objects and data media created or conveyed in the context of this Agreement by Supplier or on the instructions of the Supplier for the performance of the purchase order (e.g. including but not limited to sketches, drafts, documents, molds, models, tools, films, photographs, transparencies, contact prints, film recordings, videotapes, masters, USB sticks, memory cards, advertising material, posters, signs, labels, packing materials etc.) and (iii) all other contractual works created under this Agreement. Work Results shall be owned by the Purchaser. The Supplier hereby unconditionally assigns to the Purchaser with full title guarantee, free from all charges, liens, licenses and other encumbrances, title to, and all rights and interest in, all Intellectual Property Rights in the Work Results except for Background IP. For the avoidance of doubt, the parties agree that Purchaser is entitled to use, exploit, lease, assign, add to, modify (including reconfigure and translate) and otherwise process these Work Results (including for purposes beyond the business purposes of the Purchaser and the objective pursued with the specific order) in any conceivable manner and otherwise to process them and connect or combine them with other works or items and to transfer them in modified or unmodified form to affiliated companies and other third parties.
- 20.3. Supplier Background IP: Supplier, by entering into this Agreement, hereby grants exclusive, irrevocable rights of use to any Supplier Background IP that subsists in the Work Results or that is necessary for the use of the Work Results as well as to all revisions and/or modifications of such Supplier Background IP with no temporal, geographic or content-related restrictions for all purposes, which rights of use may be transferred and/or sub-licensed in whole or in part. This granting of rights includes the right to use the Supplier Background IP in conjunction with the Work Results, for exploitation and use, including but not

limited to the right of reproduction, dissemination, exhibition, presentation, performance and display, broadcasting, rental, leasing and database rights, cinema and video presentation rights (including all audiovisual storage systems), merchandising rights, as well as the rights to playback via interactive and non-interactive video or audio media, the playback of wireless transmissions and public access, digitization, on-line availability, transmission and playback, other public playback and access. The above granting of rights includes all known types of use, including but not restricted to use, application and/or exploitation for advertising purposes (such as in the form of posters, brochures, invitations, letters, reproductions on the intranet and/or internet, on websites, in apps and by all other digital media), in the context of books, press releases and/or other written works, in the context of television films, company videos, photographs and/or other recorded images, in all digital forms (such as in the context of multimedia products, on websites, in apps, availability on the intranet and/or internet) and/or in artistic and/or graphic images (including logos) that portray or integrate the Work Results. Also included is the right to modify and process the Supplier Background IP (including but not limited to translating them into other languages and synchronizing them) and to combine or connect them with other works or items. The above granting of rights to the use of the Supplier Background IP further includes rights for unknown types of use as well as use in processed form. Where an exclusive licence to Supplier Background IP is not possible, the licence described above will be granted to Purchaser by Supplier on a non-exclusive basis.

20.4. Third Party IP: The Supplier also grants to the Purchaser, or shall procure the direct grant to the Purchaser of, a fully-paid up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to any Third Party IP to the extent necessary to enable the Purchaser to fully enjoy the Work Results.

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

21. ATTRIBUTION

21.1. For image material, Supplier must obtain in advance any required permission of persons portrayed in the image and for its publication and exploitation as stipulated in Section 20.

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

21.3. If any representative of Supplier or a subcontracted third party is the (co) author of any part of the Work Result, Supplier shall procure that such representative(s) waive their moral rights with respect to the Work Result

22. IP INFRINGEMENTS

22.1. Supplier shall indemnify Purchaser against third party claims of IP infringement in accordance with Section 30.1(a).

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

23. CORPORATE DESIGN

23.1. Supplier shall use Purchaser's current Corporate Design appropriately, in particular in the creation of communications and public relations services (e.g. advertising material, signs, films, television or radio spots, product packaging, business letters, business reports or similar materials, regardless whether for Purchaser's internal use or for external purposes directed at third parties). In this regard, Purchaser must transmit the Corporate Design to Supplier in a suitable format or enable it to have access. For the purpose of this Section, "Corporate Design" shall include but not be limited to logos, trade marks and tag lines.

24. COMPLIANCE WITH APPLICABLE LAWS

24.1. Supplier shall comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the performance of the Agreement, including the Association of the British Pharmaceutical Industry (ABPI) Code of practice.

25. CONFIDENTIALITY

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

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

25.3. The above obligations do not apply to information that

25.3.1. at the time of its disclosure was already known to Supplier without any obligation to the Purchaser to keep it confidential, or

25.3.2. was disclosed to Supplier by third parties who received and forwarded this information without violating any confidentiality obligation, or

25.3.3. at the time of its disclosure by Purchaser was already in the public domain, or

25.3.4. entered the public domain thereafter through no fault on the part of Supplier.

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

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

26. DATA PROTECTION

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

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

26.3. In the event that either or both parties will process personal in connection with this Agreement, they will negotiate any and all additional data processing agreements that may be necessary.

27. WARRANTIES AND LIABILITY FOR DEFECTS

27.1. Supplier undertakes that the goods and or services delivered under this Agreement will conform with all descriptions, standards and specifications set out in the Agreement, be of satisfactory quality and free from defects in design, material and workmanship, and that the goods and deliverables shall be fit for any purpose that the Purchaser expressly or impliedly makes known to the Supplier. Supplier further undertakes that the goods or services delivered will correspond to the generally accepted rules of the art, the latest requirements of government authorities and laws, the respective applicable safety requirements and the occupational safety and accident prevention requirements.

27.2. Supplier's liability extends to the parts manufactured and/or supplied by subcontractors and the services performed by subcontractors.

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

28. PURCHASER'S RECOURSE

- 28.1. If the goods and or services are not delivered on the agreed delivery date, or do not comply with the undertakings set out in Sections 5.4 and 27, then, without limiting any of its other rights or remedies, and whether or not it has accepted the goods and or services, the Purchaser may exercise any one or more of the following rights and remedies:
 - 28.1.1. to terminate the Agreement with immediate effect by giving written notice to the Supplier;
 - 28.1.2. to reject the goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - 28.1.3. to require the Supplier to repair or replace the rejected goods, or to provide a full refund of the price of the rejected goods (if paid);
 - 28.1.4. to require the Supplier to rectify the services, to the extent possible, within a reasonable timeframe as stipulated by the Purchaser;
 - 28.1.5. to refuse to accept any subsequent delivery of goods or performance of services which the Supplier attempts to make;
 - 28.1.6. to recover from the Supplier any costs incurred by the Purchaser in obtaining substitute goods and or services from a third party; and
 - 28.1.7. to claim damages for any other costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure to carry out its obligations under the Agreement.
- 28.2. Purchaser's claims from supplier recourse are valid even if the goods were subjected to further processing before they were sold to a consumer by Purchaser or to one of its customers (e.g. by incorporation in another product).
- 28.3. The Purchaser's rights and remedies under this Section 28 are in addition to its rights and remedies implied by statute and common law.

29. TERMINATION AND EXPIRY

- 29.1. Without limiting or affecting any other right or remedy available to it, the Purchaser may terminate the Agreement for convenience by giving the Supplier not less than three (3) months' written notice. In such event the Purchaser shall, subject to the terms of this Agreement, pay the Supplier fair and reasonable compensation for any work in progress and goods received at the date that notice of termination is received by the Supplier and any costs that are committed at the date that the notice of termination is received and not recoverable. Such compensation shall not include loss of anticipated profits or any consequential loss.
- 29.2. Without limiting or affecting any other right or remedy available to it, the Purchaser may terminate the Agreement with immediate effect by giving written notice to the Supplier if:

- 29.2.1. Supplier commits a material breach of any term of the Agreement and (if such breach is remediable) does not remedy the breach within a reasonable period of time set by Purchaser, accompanied by the threat of cancellation;
- 29.2.2. If the deadline for compliance cannot be extended depending on the type of breach, Supplier is deemed to have failed to successfully remedy the breach in spite of a warning;
- 29.2.3. Supplier has not complied with its obligation to withhold taxes and/or social security contributions; or
- 29.2.4. There has been significant deterioration of Supplier's financial situation that endangers performance of the Agreement.
- 29.3. Termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 29.4. On termination or expiry of the Agreement, the Purchaser's materials shall be returned in accordance with Section 14. All deliverables, whether completed or not, shall be immediately delivered to the Purchaser. If the supplier fails to comply with this section 29.4 or section 14, then the Purchaser may enter the Supplier's premises and take possession of the relevant materials and documents.
- 29.5. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

30. LIABILITY

- 30.1. The Supplier shall indemnify the Purchaser against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Purchaser as a result of or in connection with:
 - 30.1.1. any claim made against the Purchaser for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the goods or services supplied under this Agreement, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - 30.1.2. any claim made against the Purchaser by a third party for death, personal injury or damage to property arising out of or in connection with defects in goods, to the extent that the defects in the goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
 - 30.1.3. any claim made against the Purchaser by a third party arising out of or in connection with the supply of the goods and or services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier, its employees, agents or subcontractors.

31. LIMITATION PERIODS

- 31.1. Unless expressly agreed otherwise, the statutory periods of limitation apply.

32. WITHHOLDING TAX

- 32.1. Purchaser has the right to withhold from the consideration due under this Agreement any taxes due at the source, the withholding of which is Purchaser's statutory responsibility, including any solidarity surtax legally due on such taxes. Any tax withheld shall be treated for all purposes of this Agreement as if it has been paid by Purchaser to Supplier. Supplier must as soon as possible receive a tax receipt from Purchaser indicating the amount of the tax withheld at the source that documents the amount of the taxes withheld and deducted.
- 32.2. No tax shall be withheld at source, or the amount withheld shall be reduced, if Supplier, before payment of consideration, presents a corresponding certificate of exemption from the HM Revenue and Customs that indicates that the compensation is subject to reduced withholding or is fully tax-exempt on the basis of a current double taxation agreement.

- 32.3. If Purchaser cannot deduct the withholding tax, including any solidarity surtax, from the payment because the compensation is paid by offsetting of mutual claims, Supplier must pay the withholding tax, plus any solidarity surtax, to Purchaser separately. If Purchaser has neglected to deduct withholding tax although it is required under the law to pay withholding taxes to the tax authorities for Supplier's account, Supplier shall assist Purchaser with regard to all procedures that are necessary to obtain a refund from the tax authorities. If the tax authorities do not refund the subsequently paid withholding taxes including any solidarity surtax, Supplier shall immediately refund to Purchaser the amount of the tax owed by law, including any solidarity surtax.
- 33. FORCE MAJEURE**
- WHERE A PARTY IS UNABLE, WHOLLY OR IN PART, BY REASON OF FIRE, FLOOD, EXPLOSION, EARTHQUAKE, RIOT, ACT OF GOD, WAR OR TERRORIST ACTIVITIES, THROUGH NO FAULT OF THE PARTY DECLARING FORCE MAJEURE AND NOT RESULTING IN ANY WAY FROM ITS NEGLIGENCE OR WILLFUL MISCONDUCT, TO CARRY OUT ITS OBLIGATIONS UNDER THIS AGREEMENT, EXCLUDING PAYMENT OBLIGATIONS ("FORCE MAJEURE EVENT"), SUCH OBLIGATIONS SHALL BE SUSPENDED SO FAR AS THEY ARE AFFECTED BY THE FORCE MAJEURE EVENT AND, IN RELATION TO SUCH SUSPENDED OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR BE DEEMED TO BE IN BREACH OF THIS AGREEMENT FOR REASON OF DELAY IN PERFORMANCE OR FAILURE OF PERFORMANCE IF THE PERIOD OF DELAY OR NON-PERFORMANCE CONTINUES FOR FOUR (4) WEEKS, THE PARTY NOT AFFECTED MAY TERMINATE THE AGREEMENT BY GIVING 30 DAYS' WRITTEN NOTICE TO THE AFFECTED PARTY.**
- 34. ORIGIN OF GOODS**
- 34.1. The goods supplied must meet the origin requirements of the UK Generalized Scheme of Preferences unless expressly stipulated otherwise in the order acknowledgment. Supplier must issue all supplier declarations required by the applicable laws including The Trade Preferences Scheme (EU Exit) Regulations 2020 and confirm the preferential status of the products supplied by it. This requirement is not satisfied by the indication of the country of origin on the invoice. Supplier is responsible for the accuracy of the supplier's declaration and shall be liable to Purchaser for any damage incurred should such declaration prove to be inaccurate or false. A long-term supplier's declaration may be issued unless the Purchaser requests an individual supplier's declaration in each case. At Purchaser's request, however, a certificate of origin must be issued in each case, if necessary.
- 34.2. In addition the "BAYER Supplier Instruction - Customs and Foreign Trade Terms and Conditions" apply.
- 35. FINAL PROVISIONS**
- 35.1. Publication: Unless Purchaser explicitly consents, the Supplier shall not cite the business relationship with Purchaser or to refer to it in informational and advertising material.
- 35.2. Purchaser transfer: Purchaser may transfer the Agreement and the rights and obligations related to it at any time and without Supplier's consent to Bayer AG or its affiliates (meaning any corporation or other business entity controlling, controlled by, or under common control with, Bayer AG, and "control" having the same meaning as in section 1124 of the Corporation Tax Act 2010) or in connection with the sale or transfer of all or substantially all of (i) its business, (ii) a given business unit or (iii) a given site, or in connection with a merger or other consolidation of Purchaser or any of its affiliated companies with another entity.
- 35.3. Offset: Supplier may offset amounts owed to the Purchaser relating to undisputed or legally upheld claims relating to the Agreement against amounts due from Purchaser under this Agreement. If Supplier has a right to withhold performance, Supplier may do so only against claims that originate from the same contractual relationship.
- 35.4. Supplier transfer: Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of the Purchaser.
- 35.5. Third Party rights: Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 35.6. INCOTERMS: If a purchase order references INCOTERMS without indicating the year, INCOTERMS apply in the version in force at the time of the purchase order.
- 35.7. Notices: Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by next working day delivery service, at 9.00 am on the second Business Day after posting. This Section does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 35.8. Severance: If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision of the Agreement is deemed deleted under this section, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 35.9. Variation: Except as set out in these Purchase Terms and Conditions, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Purchaser.
- 35.10. Waiver: no failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 35.11. Entire Agreement: The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 35.12. Law and Jurisdiction: This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. The UN Convention of April 11, 1980, on agreements for the International Sale of Goods shall not apply. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

Updated: UK, April 2022