

General Conditions of Purchase

1. General

- 1.1. This General Conditions of Purchase ("GCP") shall constitute the content of the present PO ("PO") and of all future POs concluded between Bayer Vietnam Ltd and/or its branches ("Purchaser") with the Supplier. Conflicting or divergent delivery conditions or other restrictions shall not be acknowledged unless both parties have expressly agreed to these conditions in writing.
- 1.2. Other agreements, amendments and side agreements shall only be valid in the event that both parties have agreed to such in writing.

2. Acceptance

This GCP shall be concluded when the Supplier accepts the PO issued by the Purchaser and shall be an integral part of the PO.

3. Ordering

- 3.1. Any PO shall be made in writing via the Purchaser's order form. In case of doubt, the content of discussions conducted verbally and by telephone shall only be binding if confirmed in writing. The Supplier is obliged to confirm the PO in writing.
- 3.2. All written communications must specify the Purchaser's PO number.

4. Price

Unless otherwise specified in the PO, the payments which the Purchaser shall pay include packaging costs, transportation costs, insurance, taxes (including value added tax), and any other fees or charges related to the performance of the PO by the Supplier.

5. Delivery

- 5.1. Unless otherwise specified in the PO, delivery shall be made by the Supplier until the date that is specified on the PO (delivery period). The Purchaser reserves the right to refuse acceptance of goods which are supplied in excess of the amount stated in the PO or late delivered goods and takes no liability for such goods. Such excess goods and late delivered goods may be returned at the Supplier's risk and expense.
- 5.2. Insofar as the Supplier is aware that he is unable to fulfill his contractual obligations in whole or in part or in a timely manner, (he shall notify the Purchaser of any such circumstance without delay) and shall state the reasons for and the potential duration of any such delay. In the event that the Supplier fails to provide such information, he shall have no recourse to claim exemption from responsibility for the delay from the Purchaser on the grounds of hindrance.
- 5.3. In the event that the Supplier does not complete the order within the agreed delivery period due to any reason attributable to himself, the Purchaser may at his sole discretion, immediately terminate the PO. The Supplier shall compensate the Purchaser for any loss suffered by delay in the delivery even if the Purchaser has agreed to a new delivery period.
- 5.4. The title to and any rights associated with (including intellectual property rights), and the risk in the delivered goods shall pass from the Supplier to the Purchaser upon the completion of delivery with written acknowledgement of receipt issued by the Purchaser.

6. Warranty, Notification of Defects and Liability

- 6.1. The Supplier warrants that the goods supplied are without any defects, which may reduce their value or affect their usability, that they possess the agreed or guaranteed properties and quantity and that they are suitable for the purpose stipulated in the PO, that they conform both to generally accepted technical practice and to the most recent regulations issued by relevant state authorities of Vietnam and to the appropriate safety specifications and rules for the protection of workers and prevention of accidents.
- 6.2. The Supplier further warrants that services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standards of quality as it is reasonable to expect under the circumstances.
- 6.3. The Supplier's warranty shall also cover any items or services manufactured or provided by his subcontractors. Acceptance of the Supplier's delivery or services by the Purchaser shall be without prejudice to the Supplier's obligations under the warranty.
- 6.4. In case the products delivered or services performed do not conform with the before mentioned warranty, the Purchaser shall notify the Supplier within 30 days after delivery in respect of apparent deviations and within 30 days after discovery in respect of latent deviations.
- 6.5. Furthermore, the Purchaser has the right to demand delivery of goods or services to remedy any shortage, cure any defects, delivery of replacement goods or services, reduction of the purchase price and damages against the Supplier by sending written notice to the Supplier within 60 days from the completion of the delivery.

- 6.6. The preceding paragraph shall apply to any defect in the cured part or complementary or replacement goods or services provided by the Supplier in accordance with the preceding paragraph for 60 days from the completion of delivery of the cured part or complementary or replacement goods or services.
- 6.7. The Supplier shall compensate the Purchaser for any further losses only if these are caused by the Supplier's intentional act or negligence or are arising from latent defects.
- 6.8. The Supplier shall exempt the Purchaser from any product liability claims arising if the defect giving rise to the claim has been caused by the Supplier or any of the Supplier's sub-Suppliers. The Supplier shall carry adequate insurance (including liability insurance and product liability insurance) to cover the risk associated with the performance of the purchase order, and provide the Purchaser with a copy of the insurance certificate upon request.

7. Termination

- 7.1. The Supplier or the Purchaser may terminate the PO in part or in whole if the other party has breached this GCP and failed to perform it within a reasonable time after the receipt of a written notice requesting proper performance without prejudice to any claim which the terminating party may have arising out of such breach.
- 7.2. Either party may also terminate the PO in part or in whole with immediate effect if one party makes any assignment for the benefit of creditors without written consent of the other party or if the one party commences procedures for bankruptcy, becomes insolvent or goes into liquidation.

8. Payment and Set-Off

- 8.1. Invoices must be in accordance with the terms used and the prices and quantities stated in the PO. Any additional or reduced services must be specified separately in the invoice.
- 8.2. Payment shall be made according to the terms specified on the PO by wire transfer to the bank account designated by the Supplier.
- 8.3. The Purchaser reserves the right to set off any monetary claim to be paid by the Supplier against the purchase price.

9. Documentation and Confidentiality

- 9.1. All drawings, standards, guidelines, methods of analysis, formulas and other documents provided to the Supplier by the Purchaser for the purpose of manufacturing the goods to be supplied and any such documents drawn up by the Supplier in accordance with special instructions submitted by the Purchaser shall remain the property of the Purchaser and may not be used for any other purpose, reproduced or made available to third parties by the Supplier. The Supplier shall surrender all such documentation and all copies and duplicates thereof without delay if so requested.
- 9.2. The Supplier shall provide the Purchaser free of charge with all documents required by the latter for using, assembling, installing, processing, storing, operating, servicing, inspecting, maintaining or repairing the goods supplied and shall provide any such documents in a timely manner, and without being specifically requested to do so.
- 9.3. Neither party shall disclose to a third party nor use for any purposes other than the performance of the PO any information of the other party known to it in the course of execution or performance of the PO concerning the other party's business or technology without the prior written consent of the other party.
- 9.4. Neither party shall refer to the business relations with the other party in any information or advertising material without the other party's express written consent.

10. Objects

Any moulds, models, tools, films, etc. that have been manufactured by the Supplier for the purpose of fulfilling the purchase order, shall become the property of the Purchaser once payment has been made for such objects. This shall apply even in the event that said objects remain in the possession of the Supplier. Said objects shall be handed over to the Purchaser on request.

11. Assembly, Maintenance, Inspection, Repairs, etc

- 11.1. In the event that assembly, maintenance, inspection, repair work, etc. is carried out on the Purchaser's premises, the Supplier and/or his subcontractor(s) (if any) undertakers to conduct such work in accordance with the latest safety and procedural regulations of the Purchaser and the applicable laws and regulations of Vietnam.
- 11.2. The Purchaser shall not assume liability in respect of any property of the Supplier brought onto the Purchaser's premises by the Supplier or the Supplier's staff.

12. Assignment & Subcontracting

- 12.1. Neither party shall assign or pledge any right or obligations arising under this PO without the written consent of the other party.
- 12.2. The Supplier shall impose on the third party the same obligations it has under this PO, and shall be fully responsible for any act or omission of the third party if he subcontracts any part of the performance of this PO

13. Intellectual Property

- 13.1. If any intellectual property rights (including copyright) arise from the performance of this PO, the Supplier shall assign such intellectual property rights to the Purchaser. Upon request of the Purchaser, the Supplier shall deliver any material or document necessary for exercise of such intellectual property rights.
- 13.2. The Supplier guarantees that patents, licenses or industrial property rights of third parties will not be infringed against as a result of the supply or use of the goods supplied. Any license fees are borne by the Supplier.

14. Force Majeure

- 14.1. Neither the Supplier nor the Purchaser shall be liable for failure to perform contractual obligations owing to circumstances amounting to *force majeure*. The term *force majeure* shall here denote circumstances arising after conclusion of this PO which were unforeseeable and beyond the control of the parties to this PO.
- 14.2. The party invoking force majeure shall be obliged to inform the other party in writing immediately of the occurrence and its likely duration, failing which it shall not be entitled to invoke force majeure.

15. Penalty

The Supplier will be subject to a penalty for breaching any obligation under the GCP with the amount equivalent to 8% of the value of the breached PO obligation portion and compensate for any actual damage to the Purchaser in accordance with the Applicable Laws (if any). In case of the entire PO will be affected by aforesaid breaches and/or any multiple violations, the fine amount must not exceed 8% of the Total PO Value.

16. Late Payment Penalty

If the Purchaser violates the payment terms in the PO, the Purchaser shall be liable to pay a late payment interest rate with the amount equivalent 10% per year accumulated on the actual date of late payment.

17. Compliance Clause

The Buyer, as part of the Bayer Group, is fully and unconditionally committed to comply with the Applicable Laws and regulations as evidenced by the Bayer Corporate Compliance Policy. In view of this, the Parties have agreed on the following principles:

17.1. Anti-bribery:

- a. The Supplier shall perform all work as part of the contractual relationship with the Buyer in a manner consistent with the Applicable Laws and regulations, including but not limited to all applicable anti-bribery and antitrust laws. The Supplier, including any employee of the Supplier, shall not make or provide, any payment or benefit directly or indirectly to government officials, healthcare professionals, customers, business partners, Buyer's employees or any other person in order to secure an

improper benefit or unfair business advantage, improperly influence private or official decision-making, or induce someone to breach professional duties or standards. The Supplier shall also adhere to the principles of sustainability set forth in Clause 17.2.

- b. The Supplier shall immediately report to the Buyer in writing any suspected or detected violation of the above principles in connection with the Buyer's business and, in such cases, shall cooperate fully with the Buyer in reviewing the matter. In the event that the Buyer believes, in good faith, that the Supplier has violated any of the above principles, upon the Buyer's request, the Supplier shall provide a written statement concerning such allegations without undue delay. If such written statement fails to remove reasonable doubts as to full compliance with the above principles, the Buyer shall have the unilateral right to terminate this PO with immediate effect in accordance with Article 17.1 (d) below. The obligations of the Supplier under this provision will remain in effect after expiration or termination of this PO in any case.
- c. In case of subcontracting (to the extent permissible under this PO), the Supplier shall enter into a written agreement with the subcontractor containing terms that are similar to and at least as stringent as the terms of this Clause.
- d. Where the Supplier breaches the commitment stated in Articles 17.1 (a), (b) and (c) as mentioned above, the Buyer is entitled to immediately terminate this Contract without compensation to the Supplier or any relevant party any damage or loss whatsoever relating to the termination of this PO for the reasons stated in this Article.

17.2. Supplier Code of Conduct:

The Supplier is expected to organize its business with the Buyer in line with the Bayer's Supplier Code of Conduct (<https://www.bayer.com/en/supplier-management.aspx>).

Failure to comply with the Bayer's Supplier Code of Conduct, in particular, its ethics principles, may result in unilateral termination of this Contract by the Buyer without any compensation to the Supplier.

18. Applicable Law, Interpretation of the PO

This PO shall be governed by the laws of Vietnam.

If one or more provisions of this PO are unenforceable in whole or in part, this shall not affect the enforceability of the remaining provisions hereof. The Supplier and the Purchaser undertake to replace the unenforceable provision with an enforceable provision that has approximately the same economic effect.

19. Jurisdiction

Any disputes arising from or related to this PO shall be regarded as falling under the exclusive jurisdiction of the Vietnam International Arbitration Center (VIAC), Ho Chi Minh City Branch by a tribunal comprising of 3 arbitrators appointed in accordance with the rules of VIAC. Arbitration procedural process shall comply with the rules of VIAC. Decision of VIAC shall be final and has mandatory binding effect to parties. Losing party shall bear all costs and fees in relating to the arbitration settlement process of all parties, including but not limited to legal service fees.

Ho Chi Minh City - Vietnam, September 2018