

TERMS AND CONDITIONS

This Purchase Order is subject to the following terms and conditions of the purchase of goods and/or services from the supplier (hereinafter "SUPPLIER") to Bayer (hereinafter "BAYER").

The following terms and conditions are in addition to those already contained in this Purchase Order and are therefore also mandatory for both parties.

1. Acceptance

The terms and conditions of this Purchase Order may not be modified through oral agreements or communications and the fact of not rejecting the Purchase Order and deliver the products constitutes completely acceptance of the Purchase Order.

It will be recognized and accepted that in the case of not receiving written communication within a period of three working days from the date of receipt of this document, both parties completely accept the contents of this Purchase Order without any restrictions.

The SUPPLIER has to read and fully accept the Supplier Code of Conduct since the moment of sending his quotations to BAYER.

2. Suppliers Obligations, Responsibilities and Warranties

The SUPPLIER agrees to provide the service and/or deliver to BAYER the products in the quantities, specifications, on time, in the form and place and for the price stated in the Purchase Order, ensuring product

quality and if applicable, agrees to hold harmless, indemnify and defend BAYER for any claim, fine, penalty or charge of any kind it may receive as a result of the delivery of goods in poor condition or without proper approval. If the SUPPLIER fails to fulfill this obligation, the goods will be returned and charged to the SUPPLIER and on his own risk, and in the case of a service it will be considered as if not provided.

The SUPPLIER ensures that the goods subject to this Purchase Order belong to him or has full authorization from the owner to sell them; that are new and free from defects and ensures that they meet the technical specifications required by BAYER. If the goods are deficient during the warranty term, the SUPPLIER shall repair or replace them, without any cost to BAYER. The term of warranty shall be specified in the offer or quotation of the SUPPLIER.

When partial or total rejection of the good or service is produced, the SUPPLIER agrees to pay the costs incurred by this fact.

The ownership title of the goods is transferred to BAYER at the moment of authorizing the reception to full satisfaction and until then, the risks will be assessed by the SUPPLIER.

The responsibility attributed to the SUPPLIER also covers any product manufactured by third parties subcontracted by the SUPPLIER.

BAYER reserves the right of annulling this Purchase Order totally or partially, in case the SUPPLIER fails to comply all conditions mentioned above.

3. Price, Currency, Invoicing and Payment

It will be only recognized the prices stated in this Purchase Order and the invoices shall be issued with the same currency. If it's a local SUPPLIER and the invoice are expressed in dollars of the United States of America, it will be in the currency of legal course to the official exchange rate of the date of the invoice, determined or established by the legal institution authorized in accordance to local laws.

For foreign suppliers payments will be by bank transfer in valid accounts in the host country of the SUPPLIER.

In order to ensure a better flow in the payment processes the SUPPLIER shall present the invoices according to the established in the effective national Legislation and making reference of the corresponding Purchase Order of the invoice.

BAYER promotes payments by bank transfers. If the SUPPLIER requires any different form of payment, he shall submit a written request which will be subjected to an approval by BAYER.

4. Intellectual Property

The relation between BAYER and the SUPPLIER does not imply any license or authorization to the SUPPLIER for use, registration or attempt to obtain any right over trademarks, logos or emblems owned by BAYER. The SUPPLIER has to submit a request for the use of trademarks, logos or emblems, which will be subjected to an approval by BAYER.

All materials, documents and/or intellectual property rights of BAYER delivered to the SUPPLIER as a result of this Purchase Order, shall remain the property

of BAYER and should not be used for other purposes, reproduced or given to third parties by the SUPPLIER.

5. Force Majeure

BAYER and the SUPPLIER will not be responsible for the events of force majeure that prevent the fulfillment of contractual obligations. Force majeure are circumstances met after the conclusion of the contract, which have not been able to be predicted and are beyond the control of both parties.

6. Failures

If the SUPPLIER fails to deliver the products and/or services required or fails any condition described in this Purchase Order, BAYER reserves the right of annulling the Purchase Order partially or totally.

7. Validity

In case that any condition of this Purchase Order may get invalid under any present or future law, the remaining conditions shall remain in effect.

8. Notifications and Applicable Law

All notifications or information related to this Purchase Order, must be written submitted or by any form ensuring its receipt.

Any unresolved differences between the parties shall submit to the local or international courts as appropriate.