

Purchasing Conditions

Drafted by Bayer Hispania S.L. with registered address in Av Baix Llobregat 3-5, 08970 Sant Joan Despí and tax number (CIF) ESB08193013. These terms and conditions replace all previously published terms and conditions.

1. Applicability of these terms and conditions

1. Unless otherwise agreed in writing, these terms and conditions apply to all offers and contracts signed between any of the Bayer companies (hereinafter, each of them will be referred to as “**Bayer**”) and a supplier or provider of services (hereinafter, referred to as the “**Supplier**”).
2. In cases where the parties sign a contract containing the agreements and stipulations reached, the signed contract will prevail over these terms and conditions.
3. Any term, condition or value included in a purchase order or requisition sent by Bayer that does not comply with the provisions of these terms and conditions will be deemed null and void, even if the order has been accepted and delivered, unless otherwise expressed in writing by both parties on a case-by-case basis.
4. The applicability of the Supplier’s general conditions are expressly rejected.

2. Quotation

1. In terms of quantities, quality and services, the Supplier must be completely faithful to the quotation request sent to Bayer in accordance with the latter’s request and in compliance with the current regulations. If these details are modified in any way, the Supplier must expressly indicate this on the quotation request.
2. The quotation request is not binding and does not entail any obligation for Bayer. Unless otherwise expressly indicated, the prices specified in the quotation do not include VAT or similar taxes.
3. Any information, drawings, plans or any other documentation or object that Bayer makes available to the Supplier for the mere purposes of fulfilling the quotation, should be returned to Bayer together with the aforesaid quotation.

3. Orders and purchase orders

1. Bayer will ask the Supplier to supply the orders and provide the services by means of purchase orders or requisitions, which will be sent via any means that provides proof of the origin and content of these orders, including, in particular, electronic means.
2. All purchase orders or requisitions and, in particular, those received on supports other than those described in the previous paragraph, such as verbal or telephone agreements, must be confirmed by the Supplier by any means that provides proof of the origin and content of these orders.
3. The written confirmation of the purchase orders or requisitions by the Supplier will be processed separately in all the correspondence exchanged between the parties and, in any case, it must be sent to Bayer within fourteen (14) business days.
4. If Bayer does not receive a reply within the time frame indicated in paragraph three above, it will be understood that the purchase order or requisition has been accepted by the Supplier.
5. The following information should be indicated on all confirmation documents that the Supplier sends to Bayer: (i) purchasing section; (ii) complete order number; (iii) order date; and (iv) Bayer’s reference number.

4. Deadline

1. The delivery deadline agreed in the purchase order or requisition is counted from the date of the purchase order or requisition.
2. The Supplier is obliged to comply with these delivery deadlines, except in cases of force majeure. In such cases, the Supplier must notify Bayer of these circumstances in writing and within seven (7) calendar days, giving an approximate indication of the length of time by which the delivery will be delayed. Following that and with the mutual agreement of Bayer, a new delivery deadline will be established in accordance with the circumstances. If the Supplier does not provide the aforementioned notification, it will under no circumstances be entitled to rely upon the difficulties that it previously experienced.

For these purposes, cases of force majeure will be understood to refer to - by way of an example - extreme weather, natural disasters, wars and social disturbances, destruction of the production facilities or of material due to a fire, epidemics, an absence of public services or public transport, unofficial strikes or policies in the Supplier's company and a general or partial lack of the raw materials and other goods or services necessary to fulfil the agreed service.

3. If the Supplier does not comply with the agreed delivery date, it will be liable, in accordance with the regulations in force, notwithstanding the penalties agreed for cases of late deliveries.
4. Unless otherwise agreed in writing, the deliveries will be made according to the Incoterms ® 2010 indicated on the purchase order or requisition.
5. The agreed date for the provision of services is included in the purchase order or requisition.
6. The Supplier is obliged to provide the contracted services in compliance with all national and international laws and provisions, as well as any others that may be applicable in other countries, including European Union Directives and any legislation that applies to the contracted work.

5. Defects and complaint deadlines

1. The Supplier must guarantee that the object delivered is free from faults or defects that diminish its value or reduce its usefulness or proper operation thereof, and that it exactly matches the specifications and qualities indicated on the purchase order or requisition and confirmed upon delivery of the order; that it complies with the regulations established by the relevant authorities; and with the technical and safety regulations applicable to the delivered object.
2. The deadline for guaranteeing the correct operation of the product will be twelve (12) months from the date of its delivery, if nothing agreed to the contrary.
3. Within the term indicated in Point 2 above, Bayer may demand that the part or object that is damaged or delivered in conditions other than those stipulated, be repaired or replaced by a part that complies with what had been agreed. However, this will not apply to parts that are faulty or damaged for the following reasons:
 - a) total wear and tear, or
 - b) damage that has been deliberately caused due to incorrect or careless use by Bayer.
4. Bayer will notify the Supplier without delay of any defect observed in the supplied object, as soon as it is detected in accordance with the circumstances of normal performance of the activity.
5. Items or parts that are subject to a complaint will remain in Bayer's possession until they have been replaced or repaired, after which they will be returned again to the Supplier's ownership.
6. If the supplied product is replaced in full, the guarantee period will start over; in the case of partial replacement, the guarantee period will start over for the replaced parts only.

7. The Supplier will hold Bayer harmless for any product liability claims based on Royal Legislative Decree 1/2007 of 16 November, which approves the consolidated text of the General Law on the Defence of Consumers and Users and other complementary laws, insofar as the product defect that is the subject of the complaint is attributable to the supplier or its sub-contractor.
8. The Supplier, being solely responsible for ensuring that the contracted services are performed correctly, is obliged to correct any defects of the same or generated by the same at no charge to Bayer and according to the deadlines that are agreed between the parties in each case.

6. Tests

1. If the parties agree to carry out tests with the supplied item, the cost of these tests, both in relation to the material and to the Supplier's staff, will be payable by the Supplier. Bayer will pay the cost of its own staff for carrying out the tests.
2. The Supplier must inform Bayer of the availability of the material and staff to carry out the tests, at least seven (7) calendar days previously and both parties agree on a specific date to carry out the tests.
3. If, due to the detection of defects in the supplied products, the agreed tests must be repeated or additional tests carried out, the corresponding material and staff costs will be payable by the Supplier. Furthermore, the Supplier must cover the costs incurred for material and staff in relation to the quality certificates for the materials used.

7. Insurance policies

1. Transport and assembly insurance policies will be contracted and assumed exclusively by the Supplier.
2. The Supplier will contract sufficient civil liability insurance, at its own expense, to cover damages caused by itself, its staff or its representatives as a result of the services provided, the work carried out or items supplied to Bayer. The amount of the insurance cover for each incident will be credited to Bayer at the latter's request.

8. Shipping regulations

1. For each shipment, the Supplier will issue a detailed notification, separate from the goods and the invoice, on the same date that the shipment is dispatched. The delivery note and the list of packages will accompany the goods.
2. In the case of shipping by water or sea, the names of the vessel owner and the vessel must be included in the documentation and on the invoice.
3. The Supplier will choose the mode of transport that is most appropriate and convenient for Bayer.
4. The various order requirements requested by Bayer and the data related to the unloading location will be fully specified on the delivery notifications, delivery notes, lists of packages, transport documentation, invoices and on the outer packaging.
5. The Supplier will pack, label and ship dangerous goods in accordance with the legal regulations in force at national and international level. In addition to the hazard classification, the documents accompanying these goods must include all the other data required in accordance with the applicable transport rules.
6. The Supplier will be responsible for this data and will bear the costs for any non-compliance with these regulations. Additionally, it will be responsible for the compliance of its sub-contractors with these shipping regulations.
7. Any shipments that cannot be accepted due to non-compliance with these regulations will be stored at the Supplier's cost and risk. Bayer is authorised to check the content and condition of these shipments. The Supplier cannot load tools and capital equipment together with the objects to be supplied.

8. The Supplier guarantees that the materials used in the manufacturing of the products and their packaging are in accordance with the applicable regulations, and in particular with the indications provided for in Royal Decree 58/2005 of 21 January, through which protection measures are adopted to prevent the introduction and spread of organisms harmful to plants or plant products in the national territory or in the EU, as well as the exportation and transport thereof to third countries.
9. If the Supplier has to modify the classification of a product deemed to be a dangerous good or substance, it must notify BAYER of this modification by sending a new safety data sheet or a new dangerous goods classification sheet. The safety and classification sheets and their updates must be sent to the following email address: bhc-md-oeko@bayer.com.

9. Cancellations

Bayer has the right to cancel the order if the agreed delivery deadline passes without the Supplier complying with the same and Bayer can justify that, due to this delay in the delivery of the order, its interest in the Supplier's work has partially or totally declined.

10. Violations of third party rights

1. The Supplier guarantees that the delivery, sale and use of the supplied products does not violate any legal provision, contract, right or ownership by third parties, nor in any way constitutes unfair competition.
2. The Supplier agrees to compensate Bayer and agrees to hold the latter harmless regarding any claim, diligence, costs, harm or damages directly or indirectly arising from a breach of the guarantee established in the previous paragraph.

11. Invoicing and payment

1. If, in the period between the order and the delivery, the Supplier reduces its prices or improves its conditions, the prices and conditions valid on the delivery date will be applied. Invoices will be sent by separate mail and, under no circumstances, will invoices be sent together with the goods.
2. Notwithstanding the provisions of the previous paragraph, invoices must comply exactly with the text and the prices established in the purchase order or requisition, for the purposes of facilitating the control of the same.
3. In cases where further work and deliveries are carried out in addition to those contained in the purchase order or requisition, they must be itemised on the invoice, indicating the date of the written confirmation by the Supplier.
4. The deadlines and payment methods will be those indicated on the purchase order or requisition.
5. In the event of goods purchased according to weight, per unit price, the weight obtained on the scales, which the parties have previously established, will be valid. The weight indicated on the purchase order or requisition must be maintained with an error margin of +/- 5%, unless otherwise agreed. Delivered material that exceeds the indicated weight will not be paid for.

12. Intellectual property rights

1. The Supplier assigns to Bayer all of the intellectual property rights, in economic and ownership terms, of all the drawings, plans, methods of analysis, formulas, etc. as well as any other documentation created by the Supplier (hereinafter, respectively, the "**Intellectual Property Rights**" and the "**Material**") and, in particular, the following:
 - (i) The right of direct or indirect reproduction, provisional or permanent, by any means and in any form, of all or part of each of the Materials, including its graphic,

sound or audiovisual reproduction, by any printed, analogue, electronic or digital means, such as magazines, books, leaflets, posters, tapes, videograms, videocassettes, DVDs, CD-ROM, Blu-ray (BD), electronic files or databases, among others.

- (ii) The right of distribution through the sale, loan or any other system or procedure that allows copies of the Materials to be made available to the public. The assignment expressly includes the distribution of the image by electronic means, as well as the distribution that is made by means of copies in any system or format for its domestic use.
 - (iii) The right of communication to the public by any means or procedure, be it printed, analogue, electronic or digital, including processes using wire or wireless, the emission, transmission, retransmission and provision to the public in such a way that any person can access the Materials from any given place and time.
 - (iv) The right to transform the Materials, including any modification to the original form of the Materials as a result of a different piece of work.
 - (v) The use of extracts, summaries, sequences, fragments, images, graphic or sound elements of the Materials for isolated use or to use in other works, provided that this use does not harm the legitimate moral interests or reputation of the Supplier;
 - (vi) The use of the Materials or elements of the same, whether textual, graphic or audiovisual, for the manufacturing and marketing of plastic works or objects.
2. The Supplier exclusively authorises Bayer to disclose the Materials in any media known on the date of acceptance of these terms and conditions.
 3. The assignment established in Section 1 of this Clause (the “**Assignment**”) is granted for the entire period for which the Intellectual Property Rights are protected according to law, and extended by the term for which, the duration of its legal protection is also extended, when applicable, and worldwide. The Assignment is exclusive and gives Bayer the authority to use the Materials to the exclusion of any natural or legal person.
 4. Bayer may make the Intellectual Property Rights of the Materials effective either directly or through third parties, in full or through extracts, summaries, sequences and fragments. Consequently, Bayer may assign the Intellectual Property Rights of the Materials, either by granting non-exclusive licences or by exclusively assigning all or part of them.
 5. The Supplier authorises Bayer to make any modifications necessary or appropriate to the Materials for their use in each media, provided that these modifications do not harm the legitimate moral interests or reputation of the Supplier.
 6. The Supplier reserves the moral rights over the Materials.
 7. The Supplier is liable to Bayer for the authorship and the originality of the Materials, as well as the full control and peaceful exercise of the assigned intellectual property rights, and declares that there are no, nor have there been nor will there be any charge, limitation or lien or any commitment that affects the rights that correspond to Bayer or to third parties. The Supplier guarantees that the Materials and their use in accordance with these terms and conditions do not violate any legal provision, contract, right or property of third parties, nor in any way constitutes unfair competition.
 8. The Supplier agrees to compensate Bayer and agrees to hold the latter harmless with regards to any claim, diligence, costs, harm or damages directly or indirectly arising from a breach of the guarantee established in paragraph 7 above.

13. Objects

1. The moulds, models and tools that the Supplier prepares in order to fulfil the purchase order or requisition made by Bayer, will become the property of Bayer at the time of

- payment, even if they remain in the Supplier's possession. These objects will be delivered to Bayer at its request. Similarly, all clichés and moulds provided by or belonging to Bayer will be returned once the order has been fulfilled, upon first request.
2. The Supplier will facilitate, upon its own initiative and free of charge, documents of any type that Bayer requires, in order to use, install, assemble, transform, store, operate, maintain, inspect, conserve and repair the object to be supplied.

14. Acceptance

If a specific acceptance action has been established by Bayer for the product delivery, the parties agree that the staff costs will be payable by Bayer while the Supplier will bear the material costs. The delivery date of the requested objects must be confirmed seven (7) working days in advance.

15. Use of marks, logos and symbols

Without the previous express consent by Bayer in writing, the Supplier cannot use the marks, logos and symbols that Bayer uses to distinguish its products under any circumstances, not even to refer to the commercial relationship maintained between the parties in the information and advertising materials of the Supplier.

16. On-site assembly

If it is also planned to assemble the order in Bayer's factory upon delivery, the Supplier's staff must act according to the internal procedures and safety regulations for companies external to the Bayer Group when carrying out on-site work. These regulations and instructions will be provided to the Supplier before the work begins.

Bayer is not liable for any risks and responsibilities for objects belonging to the Supplier and its staff.

17. Applicable legislation and interpretation of clauses

1. All contracts between the Supplier and Bayer are governed by Spanish legislation.
2. The application of the United Nations Convention on Contracts for the International Sale of Goods (The Vienna Sales Convention) is excluded.

18. Origin of the goods

The supplied goods will comply with the conditions of the preferential origin arrangements of the European Union, unless otherwise indicated in the order confirmation or purchase order.

19. Confidentiality

1. All information communicated by one party to the other and that has been expressly classified as confidential or that, due to the circumstances under which the information was revealed, must be considered in good faith as such, will be deemed to be confidential and will only be used for the purposes of the service provision or the agreed delivery of the goods (hereinafter, the "**Confidential Information**").
2. The disclosure of Confidential Information in order to comply with a legal or administrative order is not subject to this confidentiality obligation, provided that the party receiving such an order has previously informed the other party about the obligation to disclose the information.

20. Data protection

Each party declares that the personal data of the representatives, employees or other individuals who act on behalf or in the name of the other party and that are supplied to them under these conditions will be processed and included in files for which the receiving party is responsible. This personal data will be processed by the receiving party for the conclusion, execution and control of these conditions.

The owners of the personal data can exercise the rights of access, rectification, cancellation and opposition recognised in the law on data protection by contacting the receiving party in writing at the addresses indicated on the purchase order or requisition and the order confirmation.

Before disclosing any personal data of individuals involved in the conclusion, execution and control of these conditions to the other party, each party must inform the owner of the personal data of the content of this clause and comply with any other requirements that may be applicable in accordance with the law on data protection, without the receiving party having to perform any additional action.

21. Relationship between the Parties

The relationship between the Supplier and Bayer arising from these terms and conditions and/or successive commercial transactions that they may agree is a relationship between independent contracting parties. The parties acknowledge that these terms and conditions do not create any type of employment, partnership, agency, distribution or franchise relationship between the parties, and neither party can act or present itself to third parties as if this were the case.

22. Conflict resolution

1. The parties agree to do their best to resolve any disagreement that may arise between them with regard to these terms and conditions, in a friendly manner. To resolve any dispute arising from these terms and conditions, the parties waive any other jurisdiction to which they may be entitled and submit expressly to the Courts of the City of Barcelona.
2. If any of the provisions of these terms and conditions are considered invalid, they will be automatically replaced by a valid provision whose scope is as similar as possible to the invalid provision. When necessary, the parties must reasonably agree on the text of the new provision. In this case, the other provisions of the terms and conditions will continue to be fully valid as far as possible.