

Purchase Order

TERMS AND CONDITIONS OF PURCHASE - CONO SUR (SOUTHERN CONE)

1. General

1.1. Below are the terms and conditions (hereinafter, the "Terms and Conditions") that shall govern the purchase of goods and/or products and/or services (hereinafter, the "Products") from the suppliers and/or service providers (hereinafter, the "Suppliers") detailed in this Purchase Order (hereinafter, the "Purchase Order"), by Bayer S.A. in the Republic of Argentina and/or Monsanto Argentina SRL and/or Bayer S.A. and/or Monsanto Chile S.A. in the Republic of Chile and/or Bayer Boliviana Ltda. and/or Monsanto Bolivia SA in the Plurinational State of Bolivia and/or Bayer S.A. and/or Monsanto Paraguay S.A. in the Republic of Paraguay and/or Bayer S.A. and/or Monsanto Uruguay S.A. in the Republic of Uruguay (hereinafter, the "COMPANY").

1.2. These Terms and Conditions form an integral part of the Purchase Order.

No new conditions or conditions other than those set forth herein shall under any circumstances be deemed to be approved by implication if not expressly approved in writing by the COMPANY.

Acceptance of the Purchase Order by Suppliers entails the express acceptance thereof and Suppliers' obligation to (i) abide by the terms and conditions set forth herein; and (ii) waive the right to invoke and/or exercise an express and/or implied repudiation of enforcement, validity and/or effectiveness of any of the terms hereof.

The Purchase Order shall be regarded as accepted by SUPPLIER if, within a

term of 72 hours upon receipt thereof in the email box specified in the affidavit to add new vendors to the vendor database and/or /change information to an existing vendor executed at the beginning of our commercial relationship, SUPPLIER does not express its disagreement or rejection.

Similarly, the Purchase Order shall be regarded as accepted if the COMPANY does not reject the supplied Products and/or Services within fifteen (15) business days of receipt of the Purchase Order, if such Products have been supplied or the services have been performed prior to receipt of the Purchase Order, or SUPPLIER performs any act that may be reasonably interpreted as an acceptance including, without limitation, any action implying total or partial fulfillment of the Purchase Order.

Acceptance of the Purchase Order does not create an obligation on the part of the COMPANY to take from Suppliers all the Supply described in the Purchase Order in the amounts therein set forth, and the COMPANY may decide not to purchase at any time and without notice or communication, all or any portion of the Supply described in the Purchase Order, without this giving rise to any claims whatsoever from Suppliers.

1.3. The Terms and Conditions defined in this Purchase Order may not be modified by oral communications or agreements and failure to reject the Purchase Order by conclusive means and/or deliver the Products within the terms set forth herein shall imply acceptance of the Purchase Order in its entirety.

1.4. In case of inconsistencies between this Purchase Order and/or a written contract and/or agreement executed with the SUPPLIER, the written contract

and/or agreement shall at all times prevail.

2. Product Delivery

2.1. SUPPLIER undertakes to deliver the Products to the COMPANY, according to the amounts and characteristics, terms, manner and places and for the prices set forth in the Purchase Order, providing assurance on the quality of such products; also undertaking, where applicable, to hold the COMPANY harmless and indemnify and defend it from and against any type of claims, fines, penalties or charges made against the COMPANY or imposed on it as a result of the delivery of the Products in a defective conditions or without the relevant approval.

2.2. SUPPLIER undertakes to deliver the Products in accordance with their description and specifications detailed herein, which Products shall be fit for their intended use. SUPPLIER also undertakes to provide the usual warranties and post-sales services and to assume liability for any hidden defects and/or faults. (All the materials delivered at our warehouses shall be subject to control prior to their definitive acceptance).

2.3. In the event the COMPANY should provide the SUPPLIER with the materials to manufacture the Product, the SUPPLIER shall be responsible for the quality control thereof and shall reject such materials within the shortest possible term based upon the contractual needs.

2.4. No Products shall be received without the relevant written document in support of the delivery (delivery note, delivery orders, invoice or equivalent document properly received). In the case of the provision of services, the supply of works shall be supported by a

delivery note, certificate of work completion or record of acceptance, to the entire satisfaction of the COMPANY.

2.5. The transportation of the Products shall comply with the then current and applicable transit and transportation regulations, according to the type of Products concerned. If appropriate, the safety data sheet, certificate of origin and certificate of analysis (specifying batch, date of manufacturing and expiration of the batch delivered) shall be delivered together with the goods. In all cases in which transportation of goods is mandatory, SUPPLIER shall act fully in accordance with the regulations in force and shall obtain all such permits and authorizations and meet all such requirements as may be necessary. (For example, in the case of Argentina, the Shipping Operations Code [COT, acronym in Spanish for *Código de Operaciones de Traslado*] in the Province of Buenos Aires, Santa Fe and those that may be possibly be required).

2.6. The delivery and receipt of Products shall not entail the acceptance thereof. Unless otherwise stipulated, the COMPANY shall have a term of 60 calendar days (30 calendar days only for transactions subject to the Chilean law), to be computed since the date of receipt, to reject the Products. Upon the expiration of the terms without any objection having been raised, the Products shall be deemed accepted, without prejudice of any rights and responsibilities regarding the quality and warranty of the Products, as established in this Purchase Order.

2.7. The acceptance in no event covers failures, defects, flaws or quality differences, either hidden or undetected, for which SUPPLIER shall be fully liable as well as for any damages that may derive from such circumstances.

Furthermore, in case of rejection of the Products, SUPPLIER shall bear all costs and expenses related to such rejection. In case of rejection of the Products, the COMPANY shall have the right to demand SUPPLIER to immediately replace the rejected Products, and/or to terminate the Relationship and close the Purchase Order, irrespective of its right to claim redress for damages, as appropriate.

3. Price and currency of payment

3.1. The prices set forth in this Purchase Order are understood to refer to Products delivered—free of charges— at the place for delivery specified in the Purchase Order, duly packed for storage, handling or transportation purposes. In the case of supply of services, same shall be completed to the full satisfaction of the COMPANY, within the agreed term and at the stipulated location. The prices established in the Purchase Order are final and include all applicable taxes, except for Value Added Tax (VAT).

3.2. Payment of advances for stockpiling of Products or payments on account of works executed or to be executed by SUPPLIER imply fixing the prices of the Products paid or to be paid, at a particular level, which prices shall not be unilaterally changed by SUPPLIER, hence ensuring the COMPANY the ownership and availability of such Products.

Furthermore, SUPPLIER shall have the Products properly identified and shall not use same for any other purpose except as previously authorized in writing by the COMPANY. The COMPANY reserves its right to mark or label the Products so as to appropriately identify same and demand SUPPLIER to take out and deliver an insurance policy issued in the name and for the

benefit of the COMPANY, providing coverage against any risks affecting the services that are pending execution, which insurance coverage must suffice to maintain the replacement value of the Products concerned; the insurance policy value shall in no event be lower than the advance payment made by the COMPANY. It is a prerequisite for the advance payment to become effective that the above-mentioned insurance policy be previously submitted, to the full satisfaction of the COMPANY.

3.3. It is understood that this Purchase Order is issued in the currency herein stipulated.

3.4. All invoices to be issued as a result of this Purchase Order shall in all cases be issued in the currency stipulated herein. No changes in the currency of payment shall be valid and the COMPANY shall not be subject to any limitations or terms to raise its objections against the invoice in question. Regardless of the currency established in this Purchase Order, all payments to be made to natural or legal persons whose domicile for tax purposes is located in the country where the invoice related to this Purchase Order has been issued, shall only be made in the legal tender of the country where this Purchase Order was issued. In the case of the Republic of Argentina, the exchange rate to be considered shall be sell exchange rate quoted by *Banco de la Nación Argentina* on the day preceding the payment date whereas in the case of the Republic of Chile, the exchange rate quoted by the Central Bank of Chile shall be considered. In the case of Bolivia and Paraguay the sell exchange rate quoted by the Central Bank of Bolivia and the Central Bank of Paraguay, respectively, shall be considered. In the case of the Republic of Uruguay, the sell exchange rate

quoted by the Central Bank of Uruguay shall be considered.

3.5. The price recorded in the issued invoice shall not be subject to index-based adjustment or updated in any manner whatsoever.

3.6 Each and every invoice delivered to the COMPANY by SUPPLIER shall meet all statutory requirements for this type of documents, as a prior condition for payment.

3.7 SUPPLIER shall be solely responsible for making all social security payments, payments of income and other taxes levied on the amounts received under the Purchase Order. In addition, any national, provincial and/or municipal tax, rate and/or contribution of any nature (including, without limitation, taxes and/or social security contributions) in effect or to become effective after commencement of the Relationship shall be borne by SUPPLIER. The COMPANY shall not pay SUPPLIER any sum of money if SUPPLIER makes any Supply that is not agreed upon.

4. Invoicing and Payment

4.1. The COMPANY shall not accept credit sales invoices (except for the invoices provided for by Law No. 24,760). The date of payment shall be determined in accordance with the conditions defined in this Purchase Order. All hard-copy accounting documents shall be submitted at the COMPANY's registered office (Accounts Payable Division). Electronic accounting documents shall be sent, in the relevant countries where this is appropriate, to the e-mail address reported for such purpose. The contact information for the submission of such documents (either hard copies or electronic documents),

shall be as follows:

Republic of Argentina:

Invoices addressed to Bayer S.A.
Address: Ricardo Gutiérrez 3652
(B1605EHD) Munro,
Province of Buenos Aires
Telephone number: +54 11 4762 7477
e-mail:

facturaselectronicas.bayer.fb@bayer.com

e-mail: vendors.ar@bayer.com

Electronic invoices addressed to Monsanto Argentina S.R.L. to: Monsanto.proveedores@monsanto.com

Republic of Chile:

Address: Av. Andrés Bello 2457 Office 2101 21st Floor, Providencia, Santiago de Chile.

Telephone number: +56 22 520 8423

e-mail: vendors.cl@bayer.com

Plurinational State of Bolivia:

Address: Av. Las Ramblas s/n Edificio Tacuaral II – 2nd Floor, Santa Cruz de la Sierra.

Telephone number: +591 3 315 3322

e-mail: vendors.bo@bayer.com

Republic of Paraguay:

Address: Avda. Santa Teresa No 2245 City of Asunción.

Telephone number: +595 21 617 3571

e-mail: vendors.py@bayer.com

Republic of Uruguay:

Address: Av. Luis Alberto de Herrera 1248, WTC Torre III, 20th Floor, Montevideo.

Telephone number: +598 2192-2358

e-mail: vendors.uy@bayer.com

4.2. Payments shall only be made by the COMPANY via wire transfers to the bank account held by SUPPLIER, as reported in the form to add new vendors to the vendor database /change information to an existing vendor.

For contracts within the Plurinational State of Bolivia, payments may also be made by non-transferable checks to the SUPPLIER's name.

For contracts within the Republic of Uruguay, in case of payments by means of bills of exchange, where appropriate, such bills shall be picked up within a maximum term of 60 days to be computed since the date of issuance, at the CITIBANK Cashiers Section located at Cerrito 455, during banking hours. Upon the elapsing of such term, bills of exchange shall be no longer valid.

For any questions regarding status of invoices/payments, please consider the following contact information:

Republic of Argentina

Invoices addressed to Bayer S.A.

Telephone: +54 11 4762 7477

e-mail: vendors.ar@bayer.com

Or you should address your inquiries to the bank customer care center at 0810-444-2233 or by internet: <https://www.cobrosonline.citibank.com/PPCD/index.html>. If you do not have password to access Citiconnet, you may request it at Citibank customer care center, at +5411-4721-6027 or by e-mail message to

citiconnect.service@citi.com.

Invoices addressed to Monsanto Argentina S.R.L.:

Contact call center at 0810-666-7268 or by e-mail to:

consultas.proveedores@monsanto.com

This information is available at: www.cobranzas.com

Republic of Chile:

vendors.cl@bayer.com

Telephone: +56 2 25208423

In the Plurinational State of Bolivia to

vendors.bo@bayer.com

Telephone number: +591 3 3153322

In the Republic of Paraguay: by phone

at +595 21 617 3571

e-mail: vendors.py@bayer.com

Or you should address your inquiries to the bank customer care center at: +595 21 620-2060 or by e-mail message to acitIServiceparaguay@citi.com. If you do not have password to access Citiconnet, you may request it at Citibank customer

care center, at +595 21 620-2060 or by e-mail message to citiconnect.service@citi.com.

In the Republic of Uruguay, by phone at +598 2192-2358 or by e-mail message to: vendors.uy@bayer.com

4.3 SUPPLIER shall notify the COMPANY in writing, at least 30 (thirty) days in advance of any change in the bank account reported by it for making payments of the price and may only change to another bank account held by it. In the event such communication is not made, the COMPANY shall continue making the relevant payments to the bank account initially reported by SUPPLIER and under no circumstances will this be considered as an event of default. In the event the bank transfer cannot be made due to the closure of the bank account reported by SUPPLIER or for any reasons beyond the COMPANY's control, payment shall be made by check to be picked up at the COMPANY's domicile, all the foregoing in compliance with the local regulations in force and, in case of foreign or third-party accounts, upon the COMPANY's prior written approval.

4.4. No amounts shall be added to the price for withholdings or contributions required by law, so that the financial burden arising from each and any taxes and contributions to be levied on the Products or Services or charged to SUPPLIER shall be borne by it, regardless of the fact that the responsibility for withholding and collection of such amounts lies with the COMPANY. Accordingly, the COMPANY shall discount from amounts payable to SUPPLIER any withholding or other tax that may be ordered by the applicable tax law.

4.5 The calculation base and rate applicable to withholding of taxes and/or quoted amounts collected in

consideration for the provision of services shall be determined strictly in compliance with the regulations in force as of the date of invoicing and the required rates and calculation bases shall be applied.

4.6. In order to avoid delays in payments, SUPPLIER shall include in the invoices and delivery notes a description of the Products as stated in this Purchase Order and their respective number, as well as any mandatory information for these documents, pursuant to the then current invoicing standards.

4.7. Pursuant to the applicable regulations, the invoices for sales of imported goods shall contain the following information: a) import clearance number, b) date of customs clearance to the market, c) customs office that issued the customs clearance documentation, as well as any other information required or that may be required by the regulatory agencies.

4.8. SUPPLIER commits to keep its tax documentation/dossier updated so as not to be subject to any incorrect withholding and undertakes to deliver to the COMPANY the documentation that may be requested by it, as soon as possible. The COMPANY shall not reimburse amounts that have been erroneously withheld by reason of violation of the provision of this section.

4.9. SUPPLIER may not assign the rights and/or obligations arising from the invoices, except upon the COMPANY's prior written approval.

4.10. The COMPANY reserves its right to challenge or question the invoice at any time throughout the commercial relationship, within the legally established terms.

4.11. The time of payment shall not affect the Contractor's obligations or the COMPANY's right to file any claims.

4.12. Should a Due Diligence process be applicable pursuant to the COMPANY's review processes, same should be approved and valid.

4.13 SUPPLIER expressly authorizes the COMPANY to make any such discounts and offsets and to issue such debit notes as it may consider necessary and applicable against the invoices submitted by SUPPLIER, in the event that any of the Products are rejected or in the event the services do not conform to the conditions of this Purchase Order (including, without limitation, for reasons attributable to third parties, acts of God or force majeure events) or in case any amounts are due by SUPPLIER to the COMPANY. The amount of such debit note shall be in proportion to the price for the non-delivered Products, as set forth in the Purchase Order.

5. Obligations, Warranties and Liability of SUPPLIER

5.1. SUPPLIER undertakes to comply with its obligations in accordance with the applicable laws and regulations, including all anti-bribery, anti-corruption, anti-money laundering, labor, tax and social security laws as well as Antitrust rules and laws in force and/or such supplementary standards as may be approved in the future.

In addition, SUPPLIER undertakes not to make or grant any payment or benefit, directly or indirectly, to government officials, clients, business partners, healthcare professionals or any other person, for the purpose of deriving an improper benefit or unfair business advantage. It shall not exert any influence on the making of private or public decisions or the behavior of

healthcare professionals at the time of prescribing medicines or induce any person to infringe professional standards or duties.

5.2. Subcontracting: SUPPLIER expressly acknowledges and accepts that subcontracting, delegation, assignment and/or transfer of any of its rights and obligations under the agreement is forbidden, except upon the COMPANY's prior written consent.

5.3. SUPPLIER shall ensure that the COMPANY will be able to freely supervise and control the Products to be delivered and/or works to be executed, guaranteeing all facilities required for such purposes.

5.4. SUPPLIER warrants that the Products are free from defects of any type that may diminish their value or detrimentally affect their use and that the properties of such Products conform to those agreed or guaranteed.

5.5. SUPPLIER shall give notice to the COMPANY by conclusive means about any defect or malfunction of the Products delivered, as soon as SUPPLIER becomes aware of any such defect or malfunction.

5.6. In the event that the Products delivered and/or services rendered do not meet the agreed requirements or in case of malfunctioning thereof, the COMPANY may demand, at its option: (i) that the defect be remedied or that flawless Products be delivered, and/or (ii) that the agreement and/or the purchase order be terminated or the purchase price be reduced in accordance with the existing legal provisions, and/or (iii) the compensation or reimbursement for any unnecessary expenses. The COMPANY shall also be entitled to make any court or out-of-court claims required to seek redress for

damages sustained. The choice of one of these options does not exclude the others.

5.7. The liability attributed to SUPPLIER under these Terms and Conditions also extends to any products manufactured by third parties engaged or outsourced by SUPPLIER.

5.8. If SUPPLIER is notified of any defect, the limitation period of the warranty shall be extended by the time between the date the communication is given and the date the defect is repaired. If the product delivered by SUPPLIER is fully replaced by a new one, the limitation period shall start anew; if the product is partially replaced, the warranty period shall start again for the new parts.

5.9. The Products subject to warranty-related complaints shall remain at the COMPANY's disposal until the replacement products have been delivered.

5.10. In urgent circumstances or in the event of SUPPLIER's omission or failure to repair any defect, the COMPANY may fix the defect by itself and reduce the sums payable to SUPPLIER or avail itself of one of the rights and warranties referred to in these Conditions.

5.11. COMPANY's acceptance of the Products delivered by SUPPLIER shall not affect the warranty obligations undertaken by SUPPLIER.

5.12. SUPPLIER shall, at its own expense, take out a liability insurance providing coverage against any damages caused by SUPPLIER or SUPPLIER's employees arising from the Products delivered. SUPPLIER shall provide the COMPANY with a copy of the insurance policy specifying the

amount insured per loss, always provided that the COMPANY so requests. Likewise, SUPPLIER shall take out transportation insurance coverage for the Products, which shall, in each case, be at SUPPLIER's own costs, unless otherwise agreed.

5.13. Any machine, equipment, etc., given to the COMPANY on gratuitous loan shall be insured by the COMPANY against normal risks. Any other liability for the destruction of such machines, equipment, etc., or damages, shall be excluded, unless it has been deliberately or negligently caused.

5.14. SUPPLIER shall select the most favorable and convenient means of transportation for the COMPANY, unless expressly instructed otherwise by the latter, all of which shall be at SUPPLIER's own cost. SUPPLIER shall fully display in a proper place on the outside package of the Products, by way of reference, the purchase order number and the unloading site specified by the COMPANY on all shipment notes, notes of delivery, package slips, shipment documents and invoices.

5.15. SUPPLIER shall at all times pack, label and deliver hazardous Products in accordance with the appropriate domestic and international regulations. The documents accompanying these Products shall display not only the category of the risk but also any other details required by the appropriate transportation regulations.

5.16. SUPPLIER shall be accountable for any damages caused by the violation of these provisions and shall cover any costs derived from such violation. Likewise, it shall also be liable to ensure that these delivery requirements be contemplated by its subcontractors.

5.17. Any shipment of goods, the delivery whereof cannot be accepted by the COMPANY due to non-compliance with these provisions, shall be stored at SUPPLIER's own cost and risk. The COMPANY shall have the right to verify the content and conditions of any such shipment. Tools and equipment for assembly purposes shall not be loaded and shipped together with the Products.

5.18. Transfer of title to the Products provided by SUPPLIER shall only become effective upon acceptance of such Products by the COMPANY, to its full satisfaction. Accordingly, SUPPLIER shall assume the risk of loss of such Products until they are delivered to the COMPANY, at the COMPANY's full satisfaction.

5.19. SUPPLIER warrants that third parties' patents, licenses or intellectual property rights shall not be infringed as a consequence of the delivery and/or use of the Products. Notwithstanding the foregoing, SUPPLIER shall be exclusively liable for payment of any amounts due as a result of any infringement of such rights.

5.20. Molds, models, tools, films, etc., that have been manufactured by SUPPLIER for the purpose of fulfilling the purchase order, upon being paid, shall become the property of the COMPANY, even if same remain in SUPPLIER's possession. SUPPLIER shall be under the obligation to deliver such items, upon the COMPANY's request.

5.21. SUPPLIER shall timely deliver to the COMPANY, at no charge and without the need of a special request for this purpose, all the documents required for the COMPANY for the use, installation, processing, storage, operation, servicing, inspection, maintenance or repair of the Products.

5.22. SUPPLIER shall be accountable for and shall hold the COMPANY harmless from and against any loss, damages or penalties incurred, sustained or imposed as a result of the violation or non-performance by SUPPLIER of any of the obligations set forth in these Terms and Conditions.

5.23. SUPPLIER shall not make reference, in any means of communication and/or information, to the commercial relationship existing between SUPPLIER and the COMPANY, unless expressly authorized in writing by the COMPANY.

5.24. SUPPLIER shall be exclusively and fully liable, at all times, for the conduct of its business, acting as an independent corporation, at its own risk and cost. SUPPLIER shall render the services or deliver the Products fully in conformity with the regular and specific activities of its course of business and, consequently it is the provider of and responsible for the works to be executed by its own employees and/or third parties employed for the discharge of its obligations.

5.25. In the event any assembly, maintenance, inspection, repair or other works are performed at any of the COMPANY's facilities, such tasks shall be in accordance with the COMPANY's Safety Standards. This documentation shall be provided at the commencement of the tasks or otherwise requested from the COMPANY's Safety Division.

The COMPANY shall not be liable for any property of the SUPPLIER or SUPPLIER's personnel used at the COMPANY's facilities for the delivery of the Products.

Both at the beginning of the commercial relationship, and also for the purpose of

continuing with a previously existing or already existing commercial relationship, any type of contract must comply with all the laws and regulations applicable to the Territory (be they national, provincial, municipal, etc.). Therefore, SUPPLIER shall guarantee and obtain all such relevant permits, licenses and authorizations to perform its work, existing at the commencement of the relationship as well as those to be issued in the future. SUPPLIER shall have all such documents current and up-to-date, at its exclusive cost.

The COMPANY's documentation requirements are available at the following website: <https://www.bayer.com.ar/desarrollo-sustentable/proveedores.html>. Supplier is under the obligation to obtain and be acquainted with such requirements. It is assumed (without evidence to the contrary) that acceptance of this Purchase Order entails full acceptance of such standards by SUPPLIER.

Furthermore, those requirements are delivered and/or disclosed and/or made available to the COMPANY, as applicable, during the commercial relationship.

Without detriment to any other provisions related to the subject-matter of this section, it is expressly agreed that SUPPLIER shall hold the COMPANY harmless from and against any non-performance of the aforementioned obligations.

5.26. SUPPLIER shall be fully responsible for payment of salaries and social security contributions and the registration with an Occupational Risk Insurance or any equivalent thereof of its employees and/or third parties employed by it for the fulfillment of its obligations, as well as for performance of any other obligations under labor,

social security and tax laws. At the request of the COMPANY, SUPPLIER shall certify performance of labor obligations, for which purpose it shall deliver copies of the relevant documentation, at the COMPANY's request. In the event this requirement is not satisfied, the COMPANY shall be automatically entitled to terminate the effects of this Purchase Order for reasons exclusively attributable to SUPPLIER's fault, without the need for prior demand and without SUPPLIER being entitled to any compensation on these grounds.

5.27. SUPPLIER shall hold the COMPANY harmless from and against any liability and/or court and/or out-of-court claims from SUPPLIER's employees and/or third parties employed by it for the discharge of its obligations, and the COMPANY shall not be liable for any loss incurred by SUPPLIER, directly or indirectly attributable to its employees and/or third parties employed by it for the discharge of its obligations. If for any cause or reason or provision to be issued in the future, the COMPANY were held liable for and/or should face claims of a labor and/or social security nature filed by SUPPLIER's employees and/or staff members and/or third parties employed by SUPPLIER for the discharge of its obligations, the COMPANY shall have the right to withhold payments due and/or fully transfer to SUPPLIER all expenditures and damages incurred or sustained for such reason. SUPPLIER shall have a maximum term of ten (10) business days to reimburse any amounts the COMPANY should pay under such headings.

5.28. The COMPANY and SUPPLIER represent that no control or equity interest relationship exists between them and that they are not related companies.

5.29. SUPPLIER is obliged to accept controls and/or audits in all circumstances the COMPANY may so request, which controls and audits may be scheduled or unscheduled, as the COMPANY may determine in due course. Furthermore, the COMPANY may request, and SUPPLIER shall provide the COMPANY with documentary evidence of performance of labor, tax and any other obligations associated to this Purchase Order.

5.30 If tests are performed with respect to the Products to be provided, SUPPLIER shall bear the costs thereof, including its personnel costs.

5.31. SUPPLIER shall communicate to the COMPANY, at least seven days in advance, the date on which the Products shall be ready for testing and shall establish, by mutual agreement, a date to perform such tests. In the event the products are not delivered for testing on such date, the costs of the COMPANY's personnel shall be borne by SUPPLIER.

5.32. Should it be necessary, due to any defects in the Product, to perform the tests again or perform any other tests, SUPPLIER shall assume liability for payment of all personnel costs and costs associated with the tests. SUPPLIER shall also bear all personnel costs and any other costs incurred with respect to the testing of materials used by SUPPLIER for the fulfillment of the Purchase Order.

5.33 If appropriate, SUPPLIER shall provide PPE (Personal Protective Equipment) to its personnel involved in the provision of the services and/or supply of products contracted and shall supervise the use thereof.

5.34 "The suppliers associated with the import and export of the COMPANY

undertake to comply with the quality standards required under the Authorized Economic Operator Certification (AEO) as per General Resolution (AFIP) 4150-E/17, providing the safety conditions expected for the integrity of the international logistics chain”.

5.35 Any change, addition or replacement of name, address, officers responsible for corporate signature, change in corporate structure, responsible officers or directors shall be notified in writing to the COMPANY, and any invoices and other documents shall be made consistent with the new name, corporate name or business form so adopted.

6. Trademarks and Industrial Property

6.1. The relationship between the COMPANY and SUPPLIER does not imply that a license or authorization is granted to SUPPLIER for it to use, register or attempt at obtaining any right on the trademarks, distinctive signs or emblems owned by the COMPANY. SUPPLIER shall submit, for prior approval by the COMPANY, any use of the trademarks, distinctive signs or emblems by SUPPLIER.

6.2 SUPPLIER shall not disclose its business relationship with or obligations towards the COMPANY in any information or advertising material, unless it has obtained the COMPANY's prior written consent.

6.3 SUPPLIER acknowledges the COMPANY as the legitimate and sole owner of all and any intellectual or industrial property rights (whether registered or recorded or not, including know how), as well as copyrights of a pecuniary nature, directly or indirectly derived from and/or related to the

subject-matter of the Purchase Order, including the services, and therefore acknowledges the COMPANY's right to:

- use, exploit, reproduce, disclose, distribute, sell and assign to any third parties the industrial property rights, as well as the copyrights of a pecuniary nature, directly or indirectly derived from and/or related to the Products (where appropriate) and/or all any physical and/or electronic media that form part thereof;
- authorize any third parties to use and/or exploit industrial property rights, as well as copyrights of a pecuniary nature, whether directly or indirectly derived from and/or related to the Products;
- make any use, for commercial and/or non-commercial purposes, of the industrial property rights, as well as the copyrights of a pecuniary nature, directly or indirectly derived from and/or related to the Products and;
- in general, make any type of use for public or private purposes of any industrial property rights, as well as copyrights of a pecuniary nature, directly or indirectly derived from and/or related to the Products. In the event that SUPPLIER acquired or obtained any right directly or indirectly derived from the Products, SUPPLIER undertakes, on such date, to put on record in writing the assignment of each and every right without any consideration, including, without limitation, all current or future rights, either known or to be known, under the terms authorized by the law for the sole and exclusive benefit of the COMPANY and shall provide the COMPANY with such written document within a term of three (3) business days after having obtained such rights, all the foregoing in compliance with the laws and regulations in force.

7. Non-fulfillment of delivery obligations

7.1. Should SUPPLIER fail to comply with its obligation to deliver the Product/s and/or services required under this Purchase Order, the COMPANY shall be entitled to discount, per each day of delay in delivery, an amount equivalent to two per cent (2%) of the invoice corresponding to the Product/s and/or services/s whose delivery has been delayed, in the nature of fine or penalty, complying at all times with the regulations in force.

7.2. In addition to the stipulation in the foregoing item, the COMPANY reserves its right to terminate the Purchase Order, either in full or partially, if SUPPLIER fails to comply with the conditions set forth in the Purchase Order.

8. Tolerance

Failure by the COMPANY at any time to demand compliance by SUPPLIER with any of the provisions set forth herein shall in no manner affect its right to demand compliance at any time in the future.

Failure by the COMPANY to exercise its rights and powers shall not be regarded as a waiver thereof, and the COMPANY hereby reserves its right to exercise its rights in the manner and at the time it deems advisable.

9. Validity

Should any of the provisions of this Purchase Order be considered null and void pursuant to any current or future law, the remaining provisions shall remain effective in any other respect.

10. Confidentiality/Data Privacy

SUPPLIER shall use the information and/or documentation (either written or oral or by any media) to which it may

have access by virtue of the issuance, fulfillment and/or completion of this Purchase Order or the commercial relationship resulting therefrom, pursuant to the laws in force in the territory regarding confidentiality and data privacy and shall not use such information for its own benefit and/or that of third parties, unless the COMPANY's prior written authorization is obtained.

10.1. SUPPLIER shall take all measures as may be required to preserve the confidential nature of the information during the effective term and following the end of the relationship with the COMPANY.

10.2 For the avoidance of doubt, SUPPLIER undertakes not to disclose to third parties, use, copy or allow third parties to copy or have access to any source code, database, know-how, sample of substance, product or good or any other presumably secret data or that represents Confidential Information of the COMPANY to which it has had access by virtue of the Purchase Order. Such information shall remain the COMPANY's property and shall not be used for any other reasons or purposes other than those expressly agreed upon, or reproduced or delivered to third parties by SUPPLIER.

10.3. SUPPLIER shall deliver all materials, copies and/or duplicates issued, without limitations and delay, to the COMPANY.

10.4. In the event of violation of the duty of confidentiality undertaken by SUPPLIER, the COMPANY shall have the right to claim redress for damages, irrespective of any actions to which it may be entitled and the criminal rules that may be applicable regarding the infringement of secrets, if appropriate.

10.5. SUPPLIER undertakes to strictly comply with the laws intended to protect and guarantee the privacy and confidentiality of any information received by it. SUPPLIER shall under no circumstances disclose Confidential Information to third parties without the COMPANY's express written consent, or authorize that the Confidential Information be used by or revealed to third parties. There is no term for termination or expiration of the confidentiality obligation.

SUPPLIER shall take all necessary steps to protect information received from against potential infringements or losses, in compliance with the legal regulations in force and the international rules governing Data Privacy. In the event of any infringement or loss of data, SUPPLIER shall give prompt notice to the COMPANY, the authorities (if applicable) and/or the aggrieved persons, as stipulated in the applicable laws. In all cases SUPPLIER shall hold the COMPANY harmless from and against any claims by virtue of infringements or losses of data.

10.6. In the event SUPPLIER outsources the performance of works contracted by the COMPANY to third party providers, upon the COMPANY's prior consent in writing, it shall ensure, guarantee and provide evidence to the COMPANY that such third party provider complies with all terms and conditions required by the COMPANY from SUPPLIER, pursuant to the applicable laws in force in the territory where the commercial relationship exists.

10.7. In the event SUPPLIER should disclose SUPPLIER's own information or third parties' data to the COMPANY, it shall guarantee that the relevant rights or consents have been obtained in order to be fully compliant with local and European regulations regarding data protection.

11. Pharmacovigilance (to be used according to the subject-matter of the agreement).

For all contractual relationships that, directly or indirectly, involve any kind of medicinal products owned by the COMPANY, if required by law, at the discretion and request of the COMPANY, the Parties shall execute, as soon as possible, a pharmacovigilance agreement describing the pharmacovigilance obligations of the Parties. The price agreed upon by the Parties includes and covers all pharmacovigilance tasks, and no additional costs shall be borne by the COMPANY. Until the execution of the pharmacovigilance agreement, if SUPPLIER becomes aware of any adverse events, adverse reactions or any relevant information relative to the safety of the COMPANY's medicinal products, or otherwise receives technical complaints regarding such products, it shall give notice of this circumstance to the COMPANY as soon as possible and, in no case, after more than one (1) business day have elapsed since it became aware of such events. For such purpose, SUPPLIER shall contact the COMPANY, at the following e-mail addresses:

Republic of Argentina:

farmacovigilancia.argentina@bayer.com

Republic of Chile:

farmacovigilanciachile@bayer.com

Plurinational State of Bolivia:

eventos.adversos.bo@bayer.com

Republic of Paraguay:

eventos.adversos.py@bayer.com

Republic of Uruguay:

pharmacovigilance.uruguay@bayer.com

12. Consent

In accepting the terms and conditions of this Purchase Order (in accordance with the provisions of section 2 above), pursuant to the laws in force, the

RESTRICTED

SUPPLIER expressly authorizes the COMPANY to use, transfer and share with third parties (including other Group companies) the information that may derive from the existing commercial relationship, so that it may be stored, processed, managed, reviewed and/or used to move the commercial relationship forward and enable the COMPANY to fully achieve its corporate objectives. Likewise, SUPPLIER undertakes to obtain, at its own cost, such consents as may be required from third contracting parties for the purpose of complying with its obligations to the COMPANY. SUPPLIER shall hold the COMPANY harmless from and against any claims arising from non-performance of its obligations.

SUPPLIER and/or any other user that, for any reason relative to its relationship with the COMPANY, makes use of systems for such purpose, hereby renders its full consent to the use of its cookies for monitoring and/or analysis purposes.

13. Permits and licenses

SUPPLIER shall carry out the appropriate formalities to request, process, obtain and maintain in effect all such permits, licenses, authorizations, approvals, registrations and certifications as may be required to discharge its obligations, accepting all responsibility arising therefrom and assuming the risks of non-compliance.

14. No Exclusivity

The Purchase Order and these terms and conditions do not imply that the COMPANY is under the obligation to purchase the Products from SUPPLIER on an exclusive basis. Therefore, the COMPANY may arrange, request or enter into agreements with third parties regarding any services and/or products,

without incurring any liability and acting at its full discretion.

15. Intellectual Property.

All original documentation, works of any kind and/or nature and work performed and/or created in connection with the products, as well as the result of services rendered by SUPPLIER under the Purchase Order, including reports, records, data, studies, know-how, creative ideas, works, logotypes, charts, plans, software, materials created for the COMPANY, shall be the COMPANY's sole and exclusive property, regardless of whether same are already completed or are in progress. SUPPLIER undertakes to prepare all the documents and take all necessary steps and/or measures required by the COMPANY to perfect the copyrights and intellectual property rights of the COMPANY.

16. Compliance with laws and anti-corruption.

Both parties represent, warrant and undertake that they and their affiliates, subsidiaries, owners, executives, employees, officers, agents, subcontractors, advisors and representatives (hereinafter referred to as the "Representatives") shall comply with each and every obligation respectively undertaken by them, pursuant to these Conditions and the applicable laws, including, without limitation: (i) federal, state and municipal laws and regulations, ordinances and general rules of legal or administrative nature, or arising from international treaties, executive orders, official rules, criteria laid down by case law, including, without limitation, legislation containing anti-corruption, anti-bribery, economic competition, environmental, transportation, safety, health and labor-related rules (hereinafter collectively referred to as the "Laws") applicable to the COMPANY and SUPPLIER, their

respective businesses and/or the Products of the COMPANY and/or the COMPANY in connection with the relevant agreement and/or purchase order, and (ii) the COMPANY's Corporate Compliance Policy (hereinafter referred to as the "COMPANY's Policies"), that may be found at www.bayer.com/en/corporate-compliance-policy.aspx - downloads section, as well as the COMPANY's Code of Conduct for Vendors. The COMPANY shall have the right to evaluate the sustainability performance of the supplier, either by assessment (online, paper questionnaire, etc.) or by an onsite audit, executed directly by the COMPANY or by a third party. The COMPANY shall be entitled to review SUPPLIER's sustainability performance, either by means of an assessment (whether online, written questionnaire, etc.) or an on-site audit conducted by the COMPANY itself or a third party.

SUPPLIER represents and warrants that neither it nor any of its members and/or subordinates, are subject to any grounds for disqualification or conflicts of interest, either statutory, regulatory or contractual, that may prevent them from executing this purchase order with the COMPANY. If SUPPLIER or any of its members and/or subordinates discharge duties in a public or private institution other than SUPPLIER's, as officer, employee, contractor or in any other capacity, SUPPLIER represents and warrants that all authorizations required for the execution of this purchase order have been obtained.

Additionally, in order to avoid those circumstances where personal activities and interests may be in conflict with the responsibilities undertaken towards the

COMPANY, SUPPLIER commits to give notice about any potential situations of conflicts of interest that may exist between SUPPLIER and any of its members and/or subordinates and the COMPANY.

17. Human Rights

The COMPANY adheres and respects human rights wherever it carries out its business, both internally and within its external sphere of influence. Accordingly, SUPPLIER undertakes to behave in a fair and legal manner, respecting and encouraging respect for human rights, also in its supply chain. SUPPLIER shall be responsible for ensuring that safety measures are taken by personnel in charge of fulfilling the obligations set forth in the Purchase Order. This includes, without limitation, the safe handling of work items and providing employees with adequate safety equipment, as appropriate. The COMPANY's stance in terms of human rights is unequivocal and, therefore, SUPPLIER adheres to the absolute forbiddance of forced and child labor. "Child labor" means any kind of work that is mentally, physically, socially or morally dangerous and harmful for children under 15 years of age and that: (i) interferes with their education: (a) preventing them from attending school; (b) forcing them to leave school prematurely; or (c) requiring a combination between schooling with hard work and excessively long tasks, and (ii) does not consist in activities such as helping their parents at home, helping with the family business or any other minor activities beyond school hours and during academic holidays.

18. Notices and Applicable Law

18.1. All communications or information to be sent in connection with the Purchase Order shall be given in writing

by any means that ensure receipt thereof, acknowledgment of receipt requested. For such purposes:

a. SUPPLIER establishes its domicile and e-mail address at the domicile reported in the form to add new vendors to the vendor database, as stipulated in Section 2.1 above.

b. The COMPANY establishes domicile at:

(b.i) Argentina: Ricardo Gutiérrez 3652, Munro, Province of Buenos Aires, Republic of Argentina

(b.ii) Chile: Av. Andrés Bello 2457 Office 2101 21st Floor, Providencia, Santiago Chile, Republic of Chile

(b.iii) Bolivia: Av. Las Ramblas s/n Edificio Tacuaral II – 2nd Floor, Santa Cruz de la Sierra, Plurinational State of Bolivia

(b.iii) Paraguay: Avda. Santa Teresa N° 2245, City of Asunción, Republic of Paraguay

(b.iiii) Uruguay: Av. Luis Alberto de Herrera 1248, WTC Torre III, 20th Floor, Montevideo, Republic of Uruguay.

18.2. For the purpose of settling any disputes, the parties shall submit to the following competent jurisdictions:

a) in case of contracts in Argentina: failing any prior written stipulation to the contrary by the parties, they shall submit any controversy to the ordinary courts of the City of Buenos Aires, unless the COMPANY resolves to bring legal actions before the courts sitting in the jurisdiction of debtor's domicile.

b) in case of contracts in Chile: they agree to be governed by the Chilean law and to submit to the competent jurisdiction of the ordinary courts of the City of Santiago de Chile, waiving any other venue and/or jurisdiction to which they may be entitled.

c) in case of contracts in Bolivia: they agree to be governed by the Bolivian law and to submit to the competent jurisdiction of the ordinary courts sitting in Santa Cruz de la Sierra, waiving any other venue and/or jurisdiction to which they may be entitled.

d) in case of contracts in Paraguay: they agree to be governed by the Paraguayan law and to submit to the competent jurisdiction of the ordinary courts sitting in the City of Asunción, waiving any other venue and/or jurisdiction to which they may be entitled.

e) in case of contracts in Uruguay: they agree to be governed by the Uruguayan law and to submit to the competent jurisdiction of the courts sitting in the City of Montevideo, waiving any other venue and/or jurisdiction to which they may be entitled.

19. Acts of God or Force Majeure

Neither Party shall be deemed liable or subject to sanctions imposed for failure or delay in performing its obligations under this Purchase Order, to the extent such non-performance or delay is caused by an Act of God or force majeure event pursuant to the legislation in force. Among others, Acts of God or force majeure events include, among others: war, guerrilla, acts of terrorism, kidnapping, riot, disturbance, picket, fire, flood, tremor, earthquake, erosion, cataclysm, legislative or regulatory amendments (not limited to foreign exchange regulations) or, in general, any reasons beyond the control of either party or not attributable to the parties, always provided that the delivery of the Products and/or provision of the services is prevented. In such case, the party detrimentally affected by this situation shall give notice thereof to the other party within a term of five (5)

business days upon the occurrence thereof, including all information available regarding such event, to the extent it is permitted by the circumstances. For the purposes of this Section, strikes shall not be regarded as Acts of God or force majeure events, unless they consist in unforeseen or unforeseeable labor action or they are related to any industry, in its entirety, involved in the delivery of the Products.

20. The COMPANY may transfer this Purchase Order and its contractual position arising from the Relationship, in case of change of control, reorganization, merger, spin-off, sale or transfer of its shares, or a portion thereof, or of the assets related to the part of its business that is relevant to the subject-matter hereof, either independently or together with other businesses of the COMPANY as part of a general reorganization of the COMPANY. SUPPLIER hereby consents to such assignment.

In addition, the COMPANY shall be entitled to assign its rights and obligations and delegate the performance of its obligations hereunder, in full or in part, to its related companies.

In either case, the assignment shall become effective upon notice thereof being given to SUPPLIER by conclusive means, whereupon the COMPANY shall be released from any obligation arising from the acceptance of these presents pursuant to the terms of section 1637 of the Argentine Civil and Commercial Code.

21. The COMPANY may terminate the Relationship and close the Purchase Order in the following events: (i) Termination without Cause: The COMPANY may terminate the Relationship and close the Purchase Order at any time, without cause and/or for no reason (i.e. of its own will),

provided that such decision is notified to SUPPLIER by conclusive means via demand letter ("*carta documento*") at least thirty (30) calendar days before termination, and SUPPLIER shall have no claim whatsoever in contract, at law or in tort, hereby waiving any action or claim, including, without limitation, claims for damages, loss of chance, pain and suffering, indirect, remote and consequential damages. Notwithstanding the foregoing, in the event of early termination, the COMPANY shall pay SUPPLIER for any portion of the Supply actually delivered by SUPPLIER until the date of actual termination; (ii) Termination for Default: Upon a material default, as such term is defined in section 1084 of the Argentine Civil and Commercial Code, on any obligation undertaken under this Purchase Order, the Parties shall abide by the provisions of Section 1088 of the Argentine Civil and Commercial Code, i.e. the non-defaulting party shall request the defaulting party to cure such default within a term of not less than 15 business days under warning of terminating the Relationship and closing the Purchase Order; (iii) Automatic Termination: the Relationship may be automatically terminated and the Purchase Order closed, without compensation of any nature, if either Party (a) files a petition for liquidation proceedings, is subject to a petition in bankruptcy, enters into out-of-court preliminary reorganization agreements with its creditors; or (b) is placed under court control or a trustee or administrator is appointed; or (c) becomes insolvent or is held to be bankrupt or under reorganization.

Termination of the Relationship and closing of the Purchase Order for any reason shall not release the Parties from the obligations undertaken under the Relationship, to the extent they have accrued prior to termination, or prevent

them (in the events of clauses (ii) and (iii) above) from exercising any right or remedy thereunder or granted by law, including the right to compensation for damages. In any event, termination of the Relationship and closing of the Purchase Order for any reason shall not release the Parties from the confidentiality obligation under the General Conditions. Upon termination of the Relationship and closing of the Purchase Order, SUPPLIER shall deliver to the COMPANY any documents and information received or produced in relation to the Supply and the COMPANY may use them without restriction.

22. IT Policies and Standards of the COMPANY: SUPPLIER shall observe and act in strict compliance with the COMPANY's IT Policies and Standards, as amended, to be provided in writing by the COMPANY to SUPPLIER to the email so designated by it, upon performing the Services and/or developing applications, systems, source codes, object codes, programs, software, etc. designed and developed by SUPPLIER for the COMPANY under the Relationship.

Receipt of the COMPANY's IT Policies and Standards shall be deemed as a representation and warranty of reading, knowledge and comprehension thereof by SUPPLIER. SUPPLIER agrees that it shall allow the COMPANY's representatives or third parties designated by the COMPANY for such purposes to conduct audits at any time during the term of the Relationship so as to determine whether SUPPLIER is in compliance with the COMPANY's IT Policies.