

GENERAL PURCHASING TERMS AND CONDITIONS FOR BAYER HELLAS AG

1 General

These terms and conditions of purchasing (hereafter 'General Terms') shall apply to all Products and Services purchased by Bayer Hellas AG from its suppliers (hereafter 'Supplier') and Supplier shall be deemed to accept these General Terms by supplying any Products or Services, unless specifically agreed otherwise in writing between Supplier and Bayer Hellas.

Conflicting or divergent delivery conditions or other restrictions of the Supplier shall not be acknowledged unless the Bayer Hellas has expressly agreed to these conditions in writing in each individual case.

2 Ordering

Orders from the Bayer Hellas must be in writing (Purchase Order) by a designated Purchaser of the Procurement Team only and shall be based exclusively on these General Terms to the extent the order or does not contain any regulations to the contrary, or unless specifically agreed otherwise in writing between Supplier and Bayer Hellas. In case of doubt, the content of discussions conducted verbally and by telephone shall only be binding if confirmed in writing.

The Supplier shall check orders without delay for any errors, ambiguities, incompleteness or lack of suitability in respect of the specifications selected by the Purchaser for the intended use of such orders and shall notify the Purchaser immediately of any necessity for changes to or for specifying such orders in more detail.

The Supplier is obliged to confirm all orders and amended orders in writing, treating them as separate correspondence.

3 Delivery

Orders are subject to Incoterms 2010. The transfer of title shall take place on transfer of risk.

Delivery of the Products shall take place according to the terms agreed between Supplier and Bayer Hellas, in such quantities and at such times as Bayer Hellas shall have designated in any order or other communication to Supplier.

The supplier should at all times do his utmost to meet the agreed delivery time and other contractual obligations. Insofar as the Supplier is aware that he is unable to fulfil his delivery and other 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. The acceptance of late deliveries shall not constitute a waiver by Bayer Hellas of its right to cancel an order or to refuse to accept further deliveries.

In the event that the Supplier does not complete the order within the agreed delivery period, he shall be liable in accordance with law and as may otherwise be agreed by the parties.

4 Warranty, Notification of Defects and Liability

The Supplier shall warrant that the goods supplied are without any defects, which may reduce their value or affect their usability, that they are in accordance with agreed specifications, that they are suitable for intended use and that they conform both to generally accepted technical practice and to applicable regulations.

In the event that the supplier has guaranteed the properties or durability of the goods supplied, the Bayer Hellas may also assert a claim under the terms of such a guarantee. This shall not apply to defects or damage to the object of delivery caused by:

- a) normal wear and tear;
- b) improper handling on the part of Bayer Hellas

Bayer Hellas shall notify the Supplier of any defect of the products delivered as soon as these are discovered in the regular course of business.

The Supplier's warranty shall also cover any items manufactured by subcontractors.

Products, which are subject to complaint under the warranty, shall remain at Bayer Hellas disposal until replacements have been supplied, whereupon they shall become the property of the Supplier.

If the Supplier is not able to remedy a defect, Bayer Hellas may remedy the defect at the Supplier's expense.

5 Insurance

The Supplier shall conclude at his own expense adequate third party liability insurance to cover any damage caused by the Supplier, his staff or his representatives resulting from services rendered or any goods or items delivered.

The Supplier shall provide Bayer Hellas with documentation indicating the amount insured per occurrence of damage if so requested.

6 Dispatch Requirements

The Supplier is obliged to provide for each individual consignment a detailed dispatch note on the date of dispatch, separate from goods and invoice. Goods shall be accompanied by a delivery note and a packing slip. In the event that goods are to be dispatched by ship, the dispatch documentation and invoice shall specify the names of the shipping company and the ship. If not otherwise instructed by Bayer Hellas, the Supplier shall choose a mode of transport, which is most beneficial and most suitable for Bayer Hellas. All dispatch notes, packing slips,

bills of lading and invoices as well as all outer packaging etc. must indicate the complete order reference and details concerning the unloading point specified by Bayer Hellas.

The Supplier is obliged to pack, mark and dispatch dangerous goods in accordance with relevant national and international regulations. Accompanying documentation must indicate the risk category of the goods supplied and any further stipulations, which may be required pursuant to the relevant transportation regulations.

The Supplier shall be liable for any damage caused by the non-compliance with these provisions and shall be responsible for the payment of any costs thereby incurred. The Supplier shall be responsible for ensuring compliance with said shipping requirements on the part of sub-suppliers.

7 Pricing

The price for the Products or Services to be paid by Bayer Hellas shall be inclusive of any value added tax.

For the duration of the supply relationship, no increase in the price may be made (whether on account of foreign exchange fluctuations, currency regulations, changes in duties or taxes, increase in the cost of raw materials, labour, energy, transport or otherwise), without the prior written consent of Bayer Hellas and the needed change to the Purchase Order accordingly.

If the Supplier reduces the prices and improves the conditions during the period between order and delivery, the prices or conditions valid at the date of dispatch shall apply.

8 Invoicing and Payment

Invoices are paid according to the negotiated payment terms provided in the purchase order issued by Bayer Hellas.

The Supplier has to comply with the requirements for supplier invoices, as outlined on Bayer's supplier portal <https://www.bayer.com/en/invoicing.aspx>

A payment shall not be deemed to constitute the acceptance of conditions and prices. The time of payment shall be without prejudice to the Supplier's warranty obligations.

9 Confidentiality

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 Bayer Hellas shall remain the property of the Bayer Hellas and may not be used for any other purpose, reproduced or made available to third parties by the

Supplier. The Supplier shall deliver all such documentation and all copies and duplicates thereof without delay if so requested. The Bayer Hellas shall retain the industrial property rights to all documents provided to the Supplier. The Supplier is obliged to treat all enquiries and orders and all work associated therewith with strictest confidence. The Supplier shall be liable for any loss incurred by the Bayer Hellas arising as a result of a breach of any one of these obligations by the Supplier.

The Supplier shall provide Bayer Hellas free of charge with all documents required 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.

Any standards and guidelines specified by the Bayer Hellas shall apply as amended. The Supplier shall request the Bayer Hellas in time to provide him with the Bayer Hellas factory standards and guidelines, provided these have not already been made available.

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.

10 Data Privacy

For the purposes of this Section, the definitions set out in Article 4 of Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR") shall apply.

The Supplier shall at any time comply with its obligations under applicable data protection laws (such as the Greek data protection law and/or the GDPR).

If, during and in connection with the performance of the order, the Supplier receives (or obtains access to) personal data or otherwise processes personal data for which data protection laws apply ("privacy relevance"), the parties agree hereby, in good faith, to negotiate any additional data protection arrangements (in particular a data processing agreement) that may be necessary and which are further described in the following.

Unless the parties at the time of concluding this order can determine in advance whether the execution of the order will have any privacy implications, Parties hereby agree to review the privacy relevance whenever an existing or a new obligation of the supplier is changed in the context of the order.

In the event that the parties discover privacy relevance as a result of such an evaluation, they proceed as described above.

In any event, the parties shall not commence processing personal data before meeting the requirements set out in this paragraph.

Insofar as during the execution of the supply of goods and/or services the Supplier is commissioned with the processing of personal data of the customer and thus is

considered as the order processor of the customer, the parties agree that they will negotiate a corresponding contract in good faith, with the object and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the rights and obligations of the parties (contract data processing agreement,, "Data Processing Agreement (DPA)").

If such processing on behalf of Bayer Hellas is subject to the provisions of the GDPR or Greek data protection law, the DPA must fulfill the mandatory requirements of Art. 28 GDPR.

The Supplier shall take appropriate technical and organizational measures which comply with the applicable data protection laws and which in any case ensure a risk-adequate level of security, taking into account the state of the art, the costs of implementation and the nature, scope, circumstances and the purposes of the processing and the different likelihood and severity of the risk to the rights and freedoms of natural persons.

Insofar as the processing of personal data is governed by the GDPR or Greek data protection law and to the extent that the parties jointly determine the purposes and means for processing personal data when implementing this contract within the meaning of Art. 26 GDPR, the parties shall determine in a transparent manner who of them fulfills the obligation of the GDPR, in particular as regards the exercise of the rights of the data subject, and who fulfills the information obligations under Articles 13 and 14 GDPR (if and insofar as the respective tasks of the parties have not already been regulated by European Union legislation or the Member States to which those responsible are subject).

The parties hereby agree that they will negotiate in good faith the conclusion of such agreement referred to in this Section, which duly reflects the respective roles and relationships of the parties to the data subjects and which determines a single point of contact for data subjects.

To the extent that Supplier or one of its affiliates or subcontractors receives personal data from the European Economic Area ("EEA") or gains access during the execution of the supply of goods and/or services, Supplier warrants that the processing of personal data will be limited to one Member State European Union, in a State Party to the Agreement on the European Economic Area or in a third country for which the European Commission has established an adequate level of protection, or in compliance with the provisions below

Any transfer to any country other than the Member States and countries listed above ("Third Countries") requires the prior consent of Bayer Hellas in written and compliance with the rules governing the transfer of personal data in Third Countries or international organizations (Articles 44 - 50 GDPR).

If a transfer of personal data to a Third Country requires the provision of adequate safeguards, the parties agree that the preferred safeguard is the conclusion of standard contractual clauses within the meaning of Art. 46 (2) (c) GDPR, as adopted by the European Commission were. The parties hereby agree to negotiate the conclusion of the

most recent version of these standard contractual clauses in good faith.

11 Advertising Material

The Supplier shall not refer to business relations with the Bayer Hellas in any information or advertising material without the Bayer Hellas's express written agreement.

12 Sustainability

Supplier is expected to share the principles and act in accordance with Bayer's Supplier Code of Conduct, which sets forth key social, ecological and ethical standards for business conduct. The valid Supplier Code of Conduct is available on Bayer's website <https://www.bayer.com/en/supplier-code-of-conduct.aspx>

13 Applicable Law and Place of Jurisdiction

Disputes arising under the agreement and any matter related thereto will be decided in accordance with the legislation on arbitration in Greece.