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Bravničarjeva 13
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Title: **General Procurement Conditions for
Purchasing Goods and Ordering Services in
the Company Bayer d.o.o.**

Valid from: **31 March 2014**

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1. Validity of General Conditions

- 1.1. These General Conditions for business cooperation of the company Bayer Slovenija d.o.o. (hereinafter referred to as "General Conditions") are conditions for business cooperation of the company Bayer with all vendors, contractors and other providers (hereinafter referred to as "the Provider(s)") in connection with equipment, services, and everything else that Bayer needs to carry out its activities, except construction works, which are subject to the conclusion of a special agreement, which is not covered by these General Conditions. These conditions do not apply to purchases of goods and services within the Bayer Group, or to purchases from the suppliers, who have entered into global agreements with the Bayer Group. These conditions do not apply to sponsorship agreements or copyright agreements.
- 1.2. General Conditions are an integral part of each order, each contract, each agreement or any other agreement (hereinafter referred to as "the Agreement") between the company Bayer and the Provider. Special conditions, which supplement or in any way amend provisions of these General Conditions, are valid only if they are agreed in writing between the company Bayer and the Provider, and incorporated in the Agreement. If there is a discrepancy between the provisions of the Agreement, which incorporates such special conditions as stated above, and the General Conditions, the provisions of the Agreement shall prevail.
- 1.3. Provider's General Conditions of business cooperation and/or any other Provider's General Conditions of operations, which the Provider refers to and/or incorporates into its offer and/or statement of receipt of Bayer's order and/or are in any other way incorporated in any other document, which the Provider submits to the company Bayer, have no legal effects whatsoever. Provider's General Conditions are valid only if Bayer accepts them by means of an explicit statement in writing in the respective case.
- 1.4. The Provider is considered to be aware of General Conditions if Bayer in its inquiry or any other correspondence with the Provider (either by e-mail, regular mail or telefax, or in any other way which ensures receipt by the Provider) informs the Provider that General Conditions are an integral part of the Agreement and that they are published on the website www.Bayer.si. Upon Provider's written request, Bayer shall also send General Conditions in paper form.
- 1.5. These General Conditions shall apply *mutatis mutandis* to the respective subject matter of the Agreement or irrespective of the fulfilment of individual obligations imposed to Bayer and the Provider under that Agreement.
- 1.6. The Agreement is valid only if it is concluded in writing and signed by legal or duly authorised representatives of the company Bayer and the Provider. This also applies to all further amendments to and modifications of the Agreement.
- 1.7. Bayer may amend these General Conditions at any time. Amended General Conditions are valid from the day they are published on Bayer's website www.bayer.si. Amended General Conditions apply to the agreements, concluded after the date of their entry into force.

2. Fulfilment of Obligations: Subject Matter

- 2.1. "Fulfilment of Obligations" in these General Conditions refers to any delivery of equipment or goods, provision or services or work, or any other fulfilment of Provider's obligations (e.g. assembly process).
- 2.2. The Provider shall fulfil all its obligations arising from the Agreement in accordance with the Agreement, with due professional care if obligations from its professional activity are fulfilled, or with due commercial care required in the relevant type of obligations if the Provider acts as a natural person according to the effective regulations, effective standards and in accordance with professional rules.
- 2.3. Any fulfilment of obligations under an Agreement regarding relevant packaging and labelling (content of hazardous substances, origin, etc.) must comply with effective regulations, effective standards and rules of the profession. Bayer is not bound to undertake any fulfilment of obligations, which would result in any deficiencies or defects, or which would exceed the agreed scope or volume.

- 2.4. Whenever an obligation is fulfilled, the Provider shall deliver a numbered delivery note, including Bayer's order number, date of fulfilment, exact description of what is to be done, and other data according to the effective regulations (hereinafter referred to as "the delivery note"). The Provider shall give one copy of the delivery note to the Contractor, and the second copy to the Bayer management. Bayer or the Contractor shall confirm receipt by signing the delivery note. By signing the delivery note, Bayer confirms only transfer of the fulfilment of an obligation, and not also that the obligation has been duly fulfilled by the Provider. If the Provider is bound by the same Agreement to fulfil the obligation at several places, the delivery note with respect to the fulfilment of the obligation shall be left at each place, and a copy of such delivery note shall be sent to the Bayer management.
- 2.5. When the obligation is fulfilled, the Provider shall deliver to Bayer all the documentation relating to the fulfilment of that obligation: e.g. accompanying documents, certificates, guarantees, testing results, instructions for use and maintenance, and other documents as requested by Bayer. The Provider shall cover the cost of such documents and their delivery to Bayer.
- 2.6. If the Provider should need any permits and/or consents by the relevant authorities and institutions in the Republic of Slovenia and/or from other countries (e.g. work permit, export permit, etc.) in order to fulfil its obligations under the Agreement, the Provider shall obtain and provide them by itself, at its own expense.
- 2.7. The Provider shall at its own expense be responsible for proper storage of the goods, which are subject matter of the fulfilment of the obligation, until the goods are delivered to Bayer. Bayer has the right to inspect the respective goods at Provider's premises at any time, and the Provider shall make it possible.

3. Fulfilment of Obligations: Place

- 3.1. The Provider shall fulfil the obligation under the Agreement at the place, specified in the Agreement.
- 3.2. Providers deliver the goods according to the clause "Delivery Duty Unpaid-DDU, Incoterms 2000" unless Bayer defines it otherwise for the respective case, which must be done explicitly in writing.
- 3.3. The Provider shall respect all the instructions given by Bayer regarding the manner of the fulfilment of the obligation (e.g. regarding transport, freight forwarding, shipment, etc.) and is responsible towards Bayer for any damage, which might occur due to non-compliance with Bayer's instructions. Irrespective of this provision, the Provider shall in its capacity notify Bayer of any deficiencies in the instructions given, which might be relevant to the fulfilment of the obligation. If non-compliance with Bayer's instructions could result in errors and/or delay in the fulfilment of the obligation, the Provider shall notify Bayer in writing of any deficiencies or defects in its instructions and after that follow Bayer's instructions only upon Bayer's explicit written request. Unless Bayer specifically defines the method of transport, it should be provided at the lowest possible cost.
- 3.4. If the fulfilment of the obligation also includes assembly of the delivered goods, the Provider shall announce such work in advance and finish it by the agreed deadline for completion.
- 3.5. The Provider shall compensate Bayer for any cost or damage, which might occur on Bayer's side due to damage, loss or destruction of goods during transport, unless explicitly defined otherwise by Bayer in a trade clause for the respective obligation.

4. Fulfilment of Obligations: Time

- 4.1. The Provider shall fulfil the obligation under the Agreement by the deadline specified in the Agreement, in any case within Contractor's working hours, i.e. from Monday to Friday from 9:00 to 15:00, unless specified otherwise in the Agreement. The Provider is considered to have fulfilled the obligation under the Agreement in due time if it has been completely fulfilled within the agreed period, at the agreed place, and if Bayer or the Recipient has confirmed the delivery by signing the delivery note. Timely and incomplete fulfilment is considered to be delayed.

- 4.2. The deadline, agreed in the Agreement, may be extended only based on a previous written consent given by Bayer.
- 4.3. Bayer is not bound to accept early fulfilment of an obligation. If Bayer accepts early fulfilment of an obligation based on its business assessment, it has the right to charge the Provider for the respective cost (e.g. cost of storage and insurance). Payment terms are not changed due to early fulfilment of an obligation.
- 4.4. If fulfilment of an obligation is specified upon recall, the Provider shall fulfil the obligation within 48 hours of the recall at the latest.

5. Delays in Fulfilment of Obligations

- 5.1. In the event of a delay in the fulfilment of an obligation, Bayer has the right: a) to charge the Provider for a penalty amounting to 1 % of the value, specified in the Agreement, for each day of delay, and b) to withdraw from the Agreement completely or partly without any obligations whatsoever, and c) to be reimbursed for any costs, which occurred due to Provider's delay in the fulfilment of the obligation. Bayer has the right to charge the Provider for a penalty whether or not any damage occurred as a result of the respective delay. If a delay on Provider's side resulted in a higher damage on Bayer's side, the Provider shall also pay the difference to the total compensation to Bayer. Bayer may ask the Provider to pay the contractual penalty within one year of the day when conditions for payment of that penalty were fulfilled, also if that right was not explicitly reserved when Provider's fulfilment of the respective obligation was received. The Provider shall pay the contractual penalty within the period specified by Bayer, which shall under no circumstances be shorter than 8 days.

6. Inspection of and Deficiencies in Fulfilment of Obligations

- 6.1. Bayer is not bound to check fulfilment of an obligation immediately upon completion; it may be checked subsequently at any time during the regular course of operations.
- 6.2. If the goods, which are subject matter of the fulfilment of an obligation, are intended for further sales without finishing or reworking procedures on Bayer's side, Bayer is not bound to inspect the goods and may deliver them to third persons without checking them. If there are legal or material deficiencies, the Provider shall be held responsible.
- 6.3. Any deficiency in the fulfilment of an obligation under the Agreement, identified by Bayer upon receipt from the Provider, shall be rectified within the period, specified by Bayer; in addition, Bayer shall be compensated for any damage incurred as a result of the respective deficiency.
- 6.4. If any deficiency is detected, the Provider shall also pay flat-rate compensation to Bayer, amounting to 5 % of the value of the respective obligation to be fulfilled.
- 6.5. If the Provider fails to rectify the deficiency in the fulfilment of an obligation under the Agreement within the period, specified by Bayer, Bayer may choose among the following possibilities:
 - rectify the deficiency itself at Provider's expense, or
 - reduce accordingly the payment to the Provider under the Agreement, or
 - withdraw from the Agreement, or
 - enforce other rights according to these General Conditions.
- 6.6. Bayer has the right to make claims for hidden defects within 6 months of the day, when such hidden defect was detected. If a defect in or regarding the fulfilment of an obligation on Provider's side can be detected only after the packaging is removed, such defect is considered to be hidden. In that case, the 6-month period starts on the day when the packaging is opened.

- 6.7. If effective regulations provide better protection to the end user (e.g. Bayer's customer, etc.) in connection with the fulfilment of an obligation, than Bayer' protection in relation to the Provider, Bayer shall have *mutatis mutandis* the same protection (rights) towards the Provider.
- 6.8. If a defect in or regarding the fulfilment of an obligation under the Agreement is claimed to be insignificant or irrelevant or non-existent, the burden of proof shall be on Provider's side.
- 6.9. The Provider expressly waives the objection to delayed criticism on Bayer's side according to art. 461 and 462 of the Code of Obligations (OZ - UPB1) (Official Gazette of the RS, No. 97/07), including subsequent amendments and modifications.

7. Warranties and Indemnities

- 7.1. The Provider guarantees to Bayer (ensures) that the fulfilment of all its obligations, which are subject matter of the Agreement, and all completed Provider's support services are (or will be):
 - in compliance with the Agreement and the General Conditions;
 - of high quality;
 - in compliance with the demands and intentions of the company Bayer, due to which Bayer has entered into the Agreement with the Provider;
 - without any defects in the production, form and material;
 - in compliance with the agreed specifications;
 - in compliance with effective regulations and standards (hereinafter referred to as "Provider's warranties").
- 7.2. Warranty period for the fulfilment of Provider's obligation is 36 months, starting from the receipt of a completed obligation from the Provider or from selling the goods to the end user in the cases mentioned in item 6.2. of these General Conditions. Rules on warranties do not affect rules on Provider's responsibility for defects in the fulfilment of its obligations.
- 7.3. If delivery of goods is subject matter of the fulfilment of obligations, the Provider shall be additionally responsible for the following:
 - undamaged and defect-free goods;
 - professional handling of goods in compliance with the effective safety and technical regulations, agreed conditions and Bayer's additional requirements;
 - compliance of goods with all effective regulations and standards;
 - the goods, delivered on the basis of a sample, shall under no circumstances differ from the sample.
- 7.4. If goods are re-ordered on the basis of previous deliveries, such previous deliveries are considered to be a sample.
- 7.5. If printing is subject matter of the fulfilment of an obligation (including packaging production), the Provider shall in advance and without additional compensation present to Bayer the proof readings, clean copy, film negative, printing example or sample. Print layout and/or delivery may be carried out only upon Bayer's approval in writing.
- 7.6. The Provider shall within the warranty period at its own cost immediately rectify all defects in or regarding the fulfilment of its obligations. Fulfilment of an obligation may be replaced if Bayer agrees with it, or must be replaced if Bayer demands it.
- 7.7. If the fulfilment of an obligation is corrected, replaced, changed or adjusted according to Provider's warranty obligation, that part or alternative part shall be subject to a new warranty period of the same duration and contents as the original part, as specified by these General Conditions, where a defect was detected. The new warranty period starts on the day when Bayer confirms that correction, replacement, change or adjustment of the detected defect has been done successfully.
- 7.8. If a defect is repeated, it is a system defect, which shall be rectified by the Provider at its own expense, also if the warranty period has expired. If Bayer enforces warranty for the fulfilment of an obligation, it may claim damage compensation from the Provider, due to a violation of Provider's warranty obligation.

7.9. The Provider shall particularly and explicitly guarantee to Bayer:

- that there are and will be no copyright infringements and/or industrial property infringements and/or infringements of third party's rights during the fulfilment of its obligations under the Agreement and during the implementation of the Agreement;
- that no-one shall enforce any pecuniary claims and/or any other claims towards Bayer in connection with any rights, acquired by Bayer according to the Agreement, or restrict Bayer in any other way within the scope of its acquired rights under the Agreement;
- contractual regulation of all relations to its co-workers, sub-contractors and other third parties, who have supported or will support the fulfilment of an obligation under the Agreement, and due regulation of any other issues in order to guarantee all Bayer's rights under the Agreement.

8. Liability for Damages

- 8.1. Irrespective of these General Conditions with respect to the flat-rate contractual penalty, the Provider shall be liable to Bayer for any damage incurred as a result of any infringement of these General Conditions or the Agreement on Provider's side (or any third party's side under Provider's direct or indirect responsibility), according to the effective regulations.
- 8.2. The Provider waives the right to transfer liability for the fulfilment of an obligation to its sub-contractor so that when the risk materialises Bayer may claim the compensation directly from the Provider if an obligation has not been fulfilled accordingly.

9. Staff, Sub-Contractors and Transfer of Agreement

- 9.1. The Provider may implement the Agreement, concluded with Bayer, via third parties, or its sub-contractors (hereinafter referred to as "sub-contractor(s)") only based on Bayer's previous consent given in writing. Irrespective of that notification, sub-contractors are always in a contractual relationship only with the Provider.
- 9.2. Bayer may ask the Provider at any time, and the Provider shall immediately comply with that request, that the Provider replaces (substitutes) a sub-contractor with another one.
- 9.3. Although the Provider notifies Bayer of certain sub-contractors and irrespective of a possible replacement at Bayer's request, sub-contractors are always deemed to have been chosen by the Provider, who shall have unlimited liability for them, according to these General Conditions.
- 9.4. Within the scope of fulfilling its obligations under the Agreement or within the implementation of the Agreement, the Provider shall be liable for its staff (permanent, contractual or any other staff) to the same extent as for itself; thus, each obligation under the Agreement shall be deemed to have been completed or not completed by the Provider.
- 9.5. Transfer of the entire Agreement by the Provider to a transferee is subject to Bayer's explicit prior consent given in writing.

10. Professional Secrecy and Data Protection

- 10.1. Contents of the Agreement and any data obtained about Bayer and its operations shall be professional secrecy for the Provider; they shall be protected to the required degree of diligence and the Provider shall be liable for fulfilling this obligation on behalf of its entire staff (permanent, contractual or other staff), as well as of his co-workers and assistants, sub-contractors or any other third parties, through which or by means of which this Agreement is implemented, to the same degree as for itself. The Provider may use any data, considered as professional secrecy, solely for the purpose of fulfilling its obligations under the Agreement and for no other purpose. Upon termination of the Agreement, the

Provider shall within eight days return to Bayer everything that was in its possession on the day of termination (in any form whatsoever) and whose owner is Bayer (either due to the Agreement or any other reason). The obligation of professional secrecy applies to the Provider permanently and without time limits (irrespective of the validity of the Agreement).

- 10.2. The Provider shall maintain secrecy of the documentation, made available to the Provider by Bayer. The Provider shall check its accuracy, completeness and technical conformity, and return it to Bayer upon the fulfilment of the obligation.
- 10.3. The Provider shall handle the documentation, prepared within the fulfilment of its obligation towards Bayer, as Bayer's documentation and observe provisions of items 10.1. and 10.2 hereof. Such documentation is Bayer's property and the Provider shall deliver it to Bayer within eight days of the fulfilment of the obligation or upon termination of the Agreement.
- 10.4. The Provider shall under no circumstances (even upon termination of the Agreement) supply any third parties with the goods labelled with Bayer marks (particularly on packaging).
- 10.5. If the Provider receives or becomes familiar with personal data, provided by Bayer in any way or which are available at Bayer premises, during and/or regarding and/or based on the fulfilment of obligations under the Agreement or in any way relating to the Agreement, the Provider is bound to protect unconditionally all such personal data and handle them in compliance with the Personal Data Protection Act (ZVOP-1-UPB1, Official Gazette of the RS, No. 94/2007), including all subsequent amendments and modifications, and to process them solely under the authorisation of Bayer. Without Bayer's authorisation, the Provider shall under no circumstances use, forward or make available such personal data to any third parties or institutions, or otherwise process them, except in the cases, defined by the law. During the fulfilment of obligations under the Agreement relating to personal data processing, the Provider shall by means of organisational, technical and logistic-technical procedures and measures ensure such data protection, which prevents accidental or intentional unauthorised destruction of the data, their modification or loss, or unauthorised processing. Data protection procedures and measures, which shall be introduced by the Provider, will be described in more detail in a separate Personal Data Processing Agreement, which shall be concluded with the Provider as required by Bayer. The Provider shall carry out such data protection procedures and measures, as defined in this paragraph, for each personal data processing; they shall be described in more detail in the Personal Data Processing Agreement. Bayer may supervise all data protection procedures and measures with the Provider.

11. Title and Intellectual Property Rights

- 11.1. Bayer and the Provider agree that by receiving the fulfilled obligation, Bayer acquires and retains unrestricted title (title holder) to all objects, which refer to the fulfilment of Provider's obligation under the Agreement, and whose legal nature allows Bayer to acquire the title (e.g. hardware).
- 11.2. Bayer shall hold exclusive, substantial, spatial and permanent material copyright title to any copyright works, resulting from the fulfilment of Provider's obligations under the Agreement. Regarding any works, whose legal nature allows acquisition of patent, model or brand rights, Bayer shall hold exclusive, substantial, spatial and permanent title to patent, model and brand rights, which may be subject matter of legal transactions according to the effective regulations.
- 11.3. Without Bayer's explicit prior consent given in writing, the Provider shall not use Bayer brands and/or any other signs, connected with the company, or brands, which are Bayer's property.
- 11.4. For the avoidance of any doubt, Bayer and the Provider agree that Bayer shall not owe the Provider any additional and/or special payments or compensations for any rights, acquired under the Agreement; it is agreed that payment of all rights or any specific right, acquired by Bayer under the Agreement, is complete and final, and it is covered by the payments explicitly defined in the Agreement.

12. Payment Terms

- 12.1. The Provider shall charge Bayer for the fulfilment of obligations in full upon receipt of the fulfilled obligation by Bayer. The Provider shall issue invoices by regular mail to the address: Bayer d.o.o., Bravničarjeva 13, 1000 Ljubljana.
- 12.2. The invoice shall contain:
 - number and date of the order, and name or department of Bayer;
 - number and date of the delivery note.
- 12.3. The Provider shall issue a separate invoice for each partial fulfilment of obligations.
- 12.4. The payment period is 45 days, except if it is agreed otherwise.

13. Prohibition of Assignment and Retention of Title

- 13.1. The Provider shall under no circumstances assign its receivables from Bayer to a third party.
- 13.2. The Provider shall under no circumstances retain the title to moveable assets, delivered to Bayer within the fulfilment of obligations.

14. Termination of the Agreement

- 14.1. If the Agreement is of unlimited duration, Bayer may rescind it by means of a notice given in writing, and as a result, the Agreement ceases to be in force upon expiry of three months after Bayer's notice was sent by registered mail to Provider's address. The Provider may also rescind the Agreement by means of a notice given in writing, and as a result, the Agreement ceases to be in force upon expiry of six months after Provider's notice was sent by registered mail to Bayer's address.
- 14.2. Bayer may rescind the Agreement without notice and with immediate effect in the following cases:
 - if bankruptcy or winding-up or liquidation proceedings were filed against the Provider;
 - if the Provider violates its obligations relating to professional secrecy and/or data protection;
 - if the Provider fails to correct the violation of any obligation under the Agreement even after Bayer's special reminder, within the period specified by Bayer;
 - if there is a delay in Provider's fulfilment of obligations;
 - due to legal and factual errors in the fulfilment of obligations.
- 14.3. Following termination of the Agreement (irrespective of its validity and irrespective of the reason for termination), Bayer is not bound to reimburse (compensate) the Provider for any of its investments or expenses, incurred during implementation of the Agreement, and has no other obligations towards the Provider following termination of the Agreement, except those, explicitly stipulated by the Agreement.
- 14.4. If the Agreement ceases to be in force for reasons attributable to the Provider, consequential damage incurred by Bayer shall also include all the resulting costs relating to the establishment of a new business relationship with a third party, which will replace (partly or fully) the previous business relationship with the Provider according to the terminated Agreement.

15. Right to Equal Benefits

- 15.1. If the Provider offers better benefits to a third party for the same and/or similar obligations than the obligations under the Agreement (e.g. lower prices, more favourable payment terms, larger or better warranties, etc.) as compared to the benefits offered to Bayer, the Provider shall immediately offer to Bayer substantially (*mutatis mutandis*) equal benefits and at Bayer's request accept also relevant consequential amendments to and/or modifications of the Agreement.

16. Corporate Compliance, Code of Conduct and Prevention of Corruption

- 16.1. The Provider declares that it is familiar with the contents of the documents "Corporate Compliance Policy" and "Supplier Code of Conduct", which are underlying documents for the contractual relationship between Bayer and the Provider and available on the website www.bayer.si. The Provider can also receive them in writing from Bayer. In connection with implementing this Agreement, the Provider ensures that its management and employees have been informed of the provisions of these documents and that relevant measures have been introduced to ensure that they are observed.
- 16.2. The Provider shall perform all work performed as part of the contractual relationship with Bayer in a manner consistent with all applicable laws and regulations including all applicable anti-bribery and antitrust laws. The Provider has not made or provided, and will not make or provide, any payment or benefit, directly or indirectly, to government officials, customers, business partners, healthcare professionals or any other person in order to secure an improper benefit or unfair business advantage, affect private or official decision-making, affect prescription behaviour, or induce someone to breach professional duties or standards.
- 16.3. The Provider will immediately report to Bayer in writing any suspected or detected violation of the above principles in connection with Bayer's business and, in such cases, will cooperate fully with Bayer in reviewing the matter. In the event that Bayer believes, in good faith, that the Provider has violated any of the above principles, Bayer shall have the unilateral right to terminate the contractual relationship with immediate effect.
- 16.4. The Provider acknowledges that it is prohibited from subcontracting, delegating or assigning any of its rights or obligations under the agreement without Bayer's prior written consent. In case of subcontracting The Provider shall enter into a written agreement with the subcontractor containing terms that are similar to and at least as stringent as the terms of this Agreement.
- 16.5. During the term of this Agreement and for the one (1) year period following the termination or expiration of this Agreement, Bayer or its duly authorized third-party auditor, upon reasonable advance notice to the Provider and at Bayer's sole expense, shall have the right during normal business hours to examine and copy such books, records, and other documents and materials, except individual salary information, for the sole purpose of verifying whether the Provider has complied with the compliance and anti-corruption obligations.
- 16.6. The Provider shall inform Bayer at the latest upon submission of the quotation if the Provider or any member of its management has been convicted of bribing an official within the five-year period prior to submission of the quotation to Bayer; the Provider shall also inform Bayer immediately if the Provider or any member of its management has been convicted of bribing an official at any time between submission of the quotation to Bayer and acceptance of Provider's deliveries/services.
- 16.7. Any agreement, concluded with a public authority or organisation, shall be deemed invalid, if anyone on behalf or on the account of another contractual party promises, offers or gives to a representative or an agent of a public authority or organisation any illicit benefit in acquiring a business deal or for the purpose of concluding a business deal under more favourable conditions, or for the purpose of discontinuing due control over fulfilment of contractual obligations, or for the purpose of any other act or waiver, which would result in damage to the public authority or organisation, or which would allow a representative or agent of public authority or organisation, another contractual party or its representative or agent to gain illicit benefit.

17. Business Relations in Communications

- 17.1. Prior to obtaining a written consent, the Provider shall not mention Bayer in any of its communications as its business partner or as reference for obtaining new business partners, expansion of sales network or for other promotional purposes.

18. Applicable Law, Jurisdiction, Language of Communication, Miscellaneous

- 18.1. Any issues regarding the relations between Bayer and the Provider in connection with the Agreement, which are not covered by these General Conditions, and any disputes between Bayer and the Provider in connection with the Agreement shall be governed by the law of the Republic of Slovenia; any disputes between Bayer and the Provider shall be referred to the court of local (material) jurisdiction in Ljubljana.
- 18.2. Irrespective of the above provision, Bayer may in a dispute with the Provider initiate judicial and/or other proceedings also before the court of jurisdiction and/or other competent authority and/or institution of material and local jurisdiction according to regulations of the country, where the Provider has its registered office.
- 18.3. General Conditions are written in Slovene and English. The Slovene version of these General Conditions shall be authentic and relevant for interpretation; it is also applied in the event of a dispute. The English version is provided for information only.
- 18.4. Bayer reserves the right to offset Provider's liabilities with its receivables from Bayer.
- 18.5. Should any provision in these General Conditions become invalid or void for any reason, this shall not affect the remaining provisions of these General Conditions.

Ljubljana, 31 March 2014