

ARTICLE 1 - SCOPE

These General Conditions of Purchase (hereinafter "GCP") apply to all orders placed by BAYER HEALTHCARE a BAYER SA representative office (hereinafter "BAYER"), as well as to any amendments relating to such orders, according to the following modalities: (a) In the absence of General Conditions of Sale of the supplier (hereinafter the "Supplier"), the acceptance of the order imply full acceptance of these GCP.

ARTICLE 2 - ACCEPTANCE OF THE GCP AND ORDERS

The Supplier shall prepare its offer in the form of a quote in accordance with the "call for tenders", "brief", "technical specifications" (collectively "Request for Quotation") communicated by BAYER prior to the order. The Supplier's offer shall take into consideration all legal, administrative and technical constraint due to the execution of the order and, where necessary, or due to the facilities where the goods will be installed and/or the services performed. The offer shall include all the necessary supplies.

The issuance of an order by BAYER shall be interpreted as an acceptance of the offer. Only an order may be deemed as binding between the Parties. Any reservation expressed by the Supplier after the order shall only be binding after BAYER's acceptance and the placement of a new Order.

In certain cases, a budget allowance will be estimated as an indication for the set of supplies that BAYER may entrust to the Supplier over a reference period of time. It is specified that an "open" order does not bind BAYER with respect to the amount indicated in the order. Where BAYER issues an open order, only delivery calls issued by BAYER shall be interpreted as being an agreement to contract with the Supplier. Any open order issued by BAYER shall be accepted by the Supplier in order to bind the latter. In the case where the Supplier does not confirm the order, or express no rejection regarding the conditions of the order within seventy-two (72) hours of the issuance of the order, the order shall be deemed accepted and binding on the Supplier.

ARTICLE 3 - PRICING

Unless otherwise provided for between the Parties, the price contained in the order, set in accordance with the quote or the negotiated fees, shall be firm and non-revisable. The price includes the transfer of intellectual property rights to BAYER under Article 10 and 11 hereinafter. The Supplier shall be deemed to have a perfect knowledge of the documents and information necessary to assess the scope of the commitments it has undertaken, of the site, season and dates of its intervention. The Supplier may not claim for any additional expenses, reimbursement or allowances to the price or the fee negotiated in the quote.

Subject to the proper execution of the order, and unless otherwise provided for by the regulations or expressly agreed between the Parties, the price shall be payable according to the agreed payment terms.

Invoices and delivery receipt issued by the Supplier shall include all statutory compulsory mentions and shall indicate the number of the order previously notified by BAYER, and where applicable, the EU customs codes related to the delivered products, the mode of transport and the destination of the goods. Invoices shall be sent to Service Comptabilité Fournisseurs, Bayer HealthCare – Bureau de Liaison de Bayer SA – Immeuble Lake Forum, les jardins du Lac – 1053 Les Berges du Lac II-Tunis-Tunisie.

ARTICLE 4 - SUPPLIER'S OBLIGATIONS

4.1. Compliance of the goods or services: The Supplier shall deliver the goods and/or perform the services in compliance with the professional standards and practices, with the most suitable methods and means in accordance with the contractual documents. The goods and/or services shall be delivered in full state of completion, with all the documentation required for their proper use and maintenance as well as any instructions and recommendations needed to be used properly in appropriate safety conditions. The goods delivered and/or services provided by the Supplier shall (i) be fit for purpose; (ii) comply with the usual quality criteria; (iii) perform quantitatively and qualitatively as per the contractual documents or, where there are no contractual specifications, perform as BAYER is entitled to expect from goods and/or services of the same type; and (iv) shall comply with the national and/or European regulations in force. Any goods and/or services that do not fulfil such requirements shall be deemed non-compliant.

4.2. Deadlines: The order shall specify the deadlines at which the Supplier shall deliver the goods or is expected to have reached an identified situation in the performances of the services. In case of delay with respect to the contractual deadlines, except where such delay is exclusively attributable to BAYER, the Supplier shall be liable for delay penalties without the need for BAYER to send prior formal notice. Save as otherwise provided, the amount of such penalties for delays will be equal to 2% of the total amount of the order per week of delay, without prejudice to any damages that BAYER may claim in addition.

4.3. Information: Given its field of expertise the Supplier is required with regard to BAYER to a duty to provide advice and information, including in the case where BAYER imposes certain types of materials, brands or suppliers. It shall check the indications on all the documents that are disclosed to it, and highlight in writing any anomalies, non-compliance and other issues that may appear. Furthermore, if necessary, it shall make any appropriate proposals to achieve the best possible results.

4.4. On-site Intervention: In case where the Supplier is operating on a BAYER site, it shall take on all the obligations. The Supplier's personnel working on site shall comply with occupational health, environmental and safety regulations contained in the internal regulations of the relevant site.

4.5. Specific Environmental Provisions: Where the supply of the goods and/or services is assumed to have an impact on the environment, BAYER will, introduce, during the implementation of the prevention plan, the Safety / Environmental policy of the relevant site and the Management's Commitment as well as the environmental objectives and targets of the relevant site. A list shall be drawn up of specific environmental impacts that may result from the Supplier's activities in normal or accidental circumstances; to each of these impacts will be given a preventive measure. The Supplier shall train its personnel in such environmental risks and may be required to provide evidence of such

training. Finally, the Supplier undertakes to comply with BAYER's regulations in

particular those relating to the management of any type of waste that it may generate, as well as noise-abatement requirements. Transport vehicles, maintenance material and heavy equipment used within the site which may constitute an annoyance to the neighbourhood, shall comply with the regulations.

4.6. Compliance with social regulations and the fight against illicit work: the Supplier shall comply with the labour law provisions in general and in particular with the regulations in force repressing concealed work. It shall provide BAYER at the latter's request, with any records that may demonstrate that it has complied with its obligations with respect to the Labour Code. Similarly, the Supplier declares that it complies with the current temporary employment legislation, with the prohibition relating to illicit supply of workers and ensures that it adapts its practices to regulatory changes. The Parties expressly agree that the Supplier's personnel and/or sub-contractors shall be under the Supplier's sole authority without any subordination in respect of BAYER.

4.7. Social and Ethical Standards: The Supplier is expected to organize its business with BAYER in line with the BAYER Supplier Code of Conduct (<http://www.supplier-code-of-conduct.bayer.com>). BAYER shall have the right to audit the sustainability performance of the supplier, either by assessment (online, paper questionnaire, etc.) or by an onsite audit, executed directly by BAYER or by a third party. The sustainability performance will be evaluated by comparing it with the Bayer Supplier Code of Conduct principles.

ARTICLE 5 - BAYER'S OBLIGATIONS

Provided that the object of the order complies with the contractual specifications and that he goods and/or services are compliant pursuant to article 4.1 above, BAYER shall proceed to the reception of the goods and/or services and pay the price in accordance with Article 3. Except as otherwise provided for by BAYER in the back of the order, for supplied goods, BAYER will proceed to the reception within eight (8) working days after their arrival at the receiving facility and, for services, upon their satisfactory and full performance by the Supplier. However, where the goods and/or services require the setting up of testing after their completion and/or delivery at BAYER, the reception shall be performed within eight (8) days from the performance of such tests aimed to prove the compliance of such goods and/or services.

Where the reception of the goods and/or services is issued with reservations, BAYER shall inform the Supplier as soon as possible. The Supplier and BAYER shall then agree on an action plan to remedy, at the Supplier's expense, any disorder detected, associated with a deadline for corrective actions that may not, in any case, exceed one (1) month. If after expiry of the deadline, the reservations have not been lifted, or if the Supplier, after being duly summoned, were not present during the reception operations, the disorders being, in that case, deemed to be jointly detected, BAYER may, without prejudice to any claims for damages, execute, by right, or have executed by a third party, the necessary purchases and services, at the Supplier's expense, upon presentation of the relevant evidence.

ARTICLE 6 - SHIPMENT OF GOODS

In case where the shipment method is not imposed by BAYER, the shipment shall be performed in its best interests. The use by the Supplier of refrigerated vehicles or vehicles at a set temperature is not allowed unless otherwise provided for on the back of the order. For railway transport, the Supplier shall obtain the lowest rate. In the event of non-compliance with this clause, it will support any overpayment resulting from the rate difference charged by the railway company. Where the shipment is by truck, by post or by postal package, the Supplier shall insure, send by certified letter and/or send the goods with a declared value where such value is higher than the maximum compensation granted by the carrier or the postal company in case of loss or damage. Package labels shall display BAYER's order references. For each delivery, the Supplier shall send without delay to the receiving facility a WAY BILL recalling BAYER's order references, the date and method of shipment, the number and description of packages, their brands, the detailed contents of each package, the gross and net weight and, where applicable, the number of carriages. For chemicals, the Supplier shall attach the analysis certificates of the products. Furthermore, the Supplier shall ensure that the goods are accompanied by the corresponding Material Safety Data Sheet (MSDS), prepared in both French and English. The Supplier shall be under this obligation for the first delivery of the goods, and subsequently for each review of the MSDS.

Any disbursements made by BAYER at the time of the arrival of the goods shall be withheld from the Supplier who redirected them, BAYER payments being made upon the receipt of an invoice from the Supplier which shall be first accepted.

ARTICLE 7 - LIABILITY-WARRANTY

The Supplier is liable to BAYER and where applicable, to third parties, for any material, personal or moral damages, to the goods and persons, that is caused by the Supplier itself or by any third party acting on its behalf, that may have occurred during the execution of the order or that may result from any non-performance or incorrect execution of the order, in particular related to defects in the design, compliance, manufacture, operation or performance of the goods and/or services and of any apparent or hidden defects. Damages may occur both, during the performance the order or after performing the order as a direct and/or indirect consequence of those obligations.

Any assistance that BAYER may provide to the Supplier in the manufacture of the goods and/or performance of the services, and any monitoring that BAYER may carry out at its discretion, may not be deemed as an acceptance of the quality of the Supplier's goods and/or services. The Supplier shall remain solely liable for such goods and/or services, in the understanding that the reception by BAYER does not exempt the Supplier from its contractual liability.

Where non-compliant goods have been used by BAYER in the manufacture of finished products, the Supplier undertakes to communicate as soon as possible to BAYER all relevant information necessary for BAYER to identify and trace the non-compliant goods, and this in order to allow BAYER to implement any actions that it deems necessary. The Supplier grants BAYER a warranty that covers, free of any cost and of any additional expenses whatsoever, the repair of the goods or correction of the services, in order to ensure their proper operation and to achieve the performance as

defined in the Request for Quotation. This warranty will be due for a minimum of one (1) year and it will enter into force on the date of reception without reservations, unless otherwise provided for in the order. Unless otherwise specified in the order, the replacement of a defective component within the warranty period launches a new warranty period that shall be equivalent to the duration of the interruption in the use caused by the defect. However, when the replacement for defect does not relate to a component of a good but to the entire system, requiring its entire replacement, a new warranty period of a minimum of one year shall be granted upon reception, without reservations, of the new supply.

ARTICLE 8 - INSURANCE

Each Party shall obtain all the insurance policies necessary to protect the other Party, their clients or third parties, from any damage under their responsibilities such as defined in the GCP. Accordingly, each Party shall provide evidence of such insurance cover and communicate to the other Party upon request, a valid certificate of insurance coverage, indicating the nature, the duration of the coverage, the limits and deductibles. These insurance requirements do not exonerate the Parties of their responsibilities pursuant to the present GCP so that they remain liable for damages not entirely or partially supported under their insurance coverage.

ARTICLE 9 - FORCE MAJEURE

Upon occurrence of an external, unforeseeable and irresistible event, the defaulting Party shall inform the other Party as soon as possible by any means, and subsequently by registered letter with acknowledgement of receipt within seventy-two (72) hours from the time at which it became aware of the event or events constituting an event of force majeure. To the best of its ability, each Party shall take any needed provisional measures to reduce the consequences of the event of force majeure. Should the force majeure event continues for at least thirty (30) calendar days from the notification of its occurrence, the order may be terminated, by registered letter with acknowledgement of receipt, by any of the Parties, even where provisional measures have been taken.

ARTICLE 10 - TRANSFER OF OWNERSHIP, CUSTODY AND RISK

Unless otherwise provided for in the Order, the transfer of risk and of ownership takes place, by default, when the goods are made available at the location agreed upon between the Parties in the order, cost and risks associated with the delivery being charged to the Supplier in accordance with the Incoterm defined in the Order. In case the supply of the goods is accompanied with an installation performed by the Supplier on BAYER's site, the risks associated with the supplied goods shall be transferred to BAYER only upon signature of the certificate of reception in accordance with the provisions of Article 5 hereinabove.

ARTICLE 11 - INDUSTRIAL AND INTELLECTUAL PROPERTY

BAYER and the BAYER Group retain the ownership and exclusive use of all industrial and/or intellectual property rights that belong to them, and of which the Supplier may have gained knowledge, or used during the execution of the order.

The results of studies, services and/or equipment developed specifically for BAYER by the Supplier shall become, automatically and as they accrue from time to time in the course of the execution of the order, the exclusive property of BAYER, which may use them without any restriction as they are or after adaptation. The Supplier transfers to BAYER exclusively, irrevocably and worldwide (save provisions to the contrary) all property rights over the creations that may be protected by industrial and intellectual property rights, in particular plans, drawings, diagrams, graphs, as well as any software developed on its behalf in the frame of the execution of an order, and in particular, the right to reproduce, represent, market, incorporate and adapt, for the legal life of these rights, and without any limitations of scope or purpose. Therefore, the Supplier may not conserve any right to the use of said creations.

It is up to the Supplier to obtain from third parties (i) the transfer to BAYER of all the rights according to the modalities provided hereinabove; (ii) the licensing; and (iii) any potential authorisations needed. The Supplier undertakes to bear any relevant duties, royalties or compensations or to modify the supplies, at its expense, in order to ensure their free operation by BAYER. Where the Supplier has been unable to ensure the transfer of all the rights, the Supplier undertakes to state in writing, the scope and limitations of the rights obtained by it, and shall obtain from BAYER, prior express agreement over a limitation of transfer. The Supplier indemnifies BAYER against any actions that may be brought against it by any third parties, based on industrial and/or intellectual property rights, or any other legal cases, regarding the supplies, materials, means and/or products used by the Supplier in its supply to BAYER, particularly on the basis of patents, drawings, models, brands and any other industrial and intellectual property. Where a third party brings an action, whether justified or not, the Supplier shall also reimburse BAYER in full for any expenses incurred, including in its defence.

ARTICLE 12 - USE OF DOCUMENTS – CONFIDENTIALITY

The Parties undertake to keep strictly confidential and not to disclose or allow the disclosure by any means whatsoever, of any information transmitted by the other Party and particularly the documents, data, knowhow, prototypes, information, tools, software and/or of which it may have gained knowledge in the course of its relationship with the other Party and/or that it may have developed on behalf of the other Party in the execution of the Order (hereinafter collectively "the Information"). Furthermore, both Parties undertake not to use such Information for any other purpose than those expressly authorised by the Order. The Parties undertake to disclose the Information only to members of their staff and/or sub-contractors who will need it for the successful execution of the Order, and to take any action possible to enforce their compliance with the above mentioned confidentiality obligations.

The confidentiality obligations under these GCP shall not cover any Information which the Party receiving the information may demonstrate (i) that the Information was in its possession and freely available to it before its transmission by the disclosing Party, and that it can provide evidence of this through its written records; (ii) that the Information was in the public domain at the time that it was disclosed by the disclosing Party; (iii) that the Information entered the public domain without any fault, action or omission on its part; or (iv) that the Information was made available to it without any confidentiality obligation towards a third party that was legally entitled to transmit it.

The above confidentiality obligation shall survive for ten (10) years from the time of disclosure.

The Supplier is hereby informed that the nominative records potentially transmitted by BAYER in order to achieve the services, are protected by the Data Protection Act of 6

January 1978 as amended in 2004, relating to the protection of individuals with respect to the processing of personal data. As such, the Supplier undertakes to take all necessary precaution to ensure the security of information and particularly to protect data from any accidental or illegal destruction, accidental loss, alteration, dissemination or unauthorised access, in particular where processing involves data transmission over a network, as well as from any other form of illegal processing or communication to unauthorised persons.

ARTICLE 13 - TERMINATION

Without prejudice to any claim for damages, in the case one of the Parties has committed an unjustified material breach in its obligations under this GCP, and has failed to cure such breach within thirty (30) working days after the date of reception of a written notice requiring him to remedy such failure, the other Party may terminate the order of right. The Party at fault shall be liable for any consequences that may result from the termination of the order for the reasons invoked in this paragraph and, in particular, from the use of a third party for the achievement of the services.

ARTICLE 14 - DATA PRIVACY

In the frame of the contractual and/or commercial relationship between the Supplier and BAYER, we would like to inform you that BAYER will process your personal data. Therefore, and based on the acceptance to these GCP, the Supplier provide its consent for allowing BAYER to collect and process its personal data, in the frame of the current commercial and/or contractual relationship. For the processing of your data we will to some extent use specialized service contractors. Such service contractors are carefully selected and regularly monitored by us. Based on respective data processing agreements, they will only process personal data in accordance with our instructions.

Your personal data may be transferred to a country for which the European Commission has not decided that it ensures an adequate level of data protection, and therefore we apply standard data protection clauses adopted by the European Commission as appropriate safeguards. You can obtain a copy of them by contacting Bayer's Data Privacy Officer cited below.

We only retain personal data for as long as is necessary for the purpose of a continuous customer relationship with you. After 2 years of inactivity, your personal data will be automatically archived for 3 years and then deleted, except where otherwise provided by law (e.g. in connection with a contractual arrangement or pending litigation).

You have the right to request from us information about your personal data, access to and rectification or erasure of personal data or restriction of processing concerning you or to object to processing as well as the right to data portability. You also have the right to lodge a complaint with the data protection supervisory authority. You may at any time revoke your consent without affecting the lawfulness of processing before the withdrawal. You are not obliged to provide your personal data and there will be no adverse consequences for you if you do not provide your personal data.

For any questions you may have with respect to data privacy and/or your consent, or if you wish to exercise your rights, please contact our company data protection officer: Bayer HealthCare – Bureau de Liaison de Bayer SA – Immeuble Lake Forum, les jardins du Lac – 1053 Les Berges du Lac II-Tunis-Tunisie or send an e-mail to data-privacy-Tunisie@bayer.com.

ARTICLE 15 SUB-CONTRACTORS

The Supplier undertakes not to sub-contract, in whole or in part, its obligations under the order, without obtaining BAYER's prior authorisation in writing. Where the Supplier is authorised to sub-contract, the supplier may use, under its own responsibility, a sub-contractor under the conditions provided and defined by Law.

ARTICLE 16 APPLICABLE LAW AND JURISDICTION

The relations between BAYER and its Supplier are governed and construed in accordance with the laws of Tunisia (no application of the conflict-of-law rules). Any dispute between the Parties relating to the validity, interpretation or execution of these GCP, is of the exclusive competence of the Tunis Court.

ARTICLE 17 GENERAL INFORMATION

14.1. Independence: BAYER and the Supplier shall each assume the normal risks of their operations and declare that they are both contracting freely and are not bound by any commitment which may jointly and severally oblige them with respect to third parties without their express consent in writing.

14.2. Amendments: The Parties may not benefit from any contractual amendment unless its terms have been expressly accepted by the way of a new Order or an amendment to the Order. Exceptionally, only in emergency situations or for safety reasons, the Supplier shall be authorized, spontaneously, to make changes and/or additions to the materials or structures, which, in the course of the execution of the order, may be necessary for safety reasons such as defined by legal standards or by the standards in the Request for Quotation; provided however, that the Supplier shall immediately inform BAYER of such by any means that allows an acknowledgement of receipt.

14.3. Dependency: The Supplier declares that it is not economically dependent with respect to the orders issued by BAYER. This situation is assumed to continue throughout the duration of the orders and the Supplier undertakes to declare to BAYER any change in its situation that may cause it to become economically dependent with respect to BAYER under applicable regulations. The Supplier declares that it is not in the situation of suspension of payment and undertakes to inform BAYER in a timely manner, of any financial difficulties that may compromise the successful and complete execution of the orders. In case of judicial settlement or liquidation of the Supplier, BAYER shall be entitled of right, to terminate the contractual commitments in progress, subject to the application of compulsory legal provisions in such matters.

14.4. Assignment: It is recalled that the order if concluded *intuitu personae* with the Supplier, whether the business is operated by an individual or as a company. Therefore, the order may not be transferred without prior agreement in writing from BAYER. Without prejudice to any claim for damages, where this obligation has been breached, BAYER reserves the right to terminate the Order of right and without prior notice. BAYER shall have the right to assign all or part of its rights and obligations under an order to an affiliate or successor of BAYER or towards an acquirer of all or parts of the business.