

**GENERAL CONDITIONS FOR THE SUPPLY OF GOODS AND PROVISION OF SERVICES TO BAYER S.A.**

**1. General**

1.1. We hereby present the terms and conditions (hereinafter "CGF") for the purchase of products or provision of services (hereinafter referred to as "Products") to which all suppliers and service providers are subject (hereinafter referred to as "Suppliers"), as detailed in the Purchase Orders and/or any request for supply / provision of services submitted by any means (hereinafter referred to as "Purchase Order") by BAYER S.A. (hereinafter referred to as "BAYER").

1.2. The CGF is part of the Purchase Order. The acceptance of the Purchase Order also implies the acceptance of all terms of the CGF. The signature of this CGF by the representative of Supplier expressly conveys its agreement with this document, or the acceptance of the Purchase Order by any means, including electronic / digital means. The lack of express statement to the contrary by Supplier about the CGF within three (03) business days after the receipt shall be construed as full acceptance and consent with it.

1.3. The CGF shall not be modified by verbal notices or agreements.

1.4. In case of contradiction between this CGF and an contract and/or agreement established in writing with Supplier, the contract and/or agreement in writing shall prevail at all times, with exception of the obligations and responsibilities set forth in Clauses 4, 5, 6, 9, 10, 11 and 14 below.

**2. Delivery of Products**

2.1. Supplier undertakes to deliver the Products to BAYER according to the quantity, characteristic, condition, place, term and price set forth in the Purchase Order, ensure the quality of the Products and, as applicable, exempt and/or defend BAYER from/against any claim, fine, penalty or imputation of any sort eventually imposed as a consequence of the delivery of the Products in poor conditions or without the corresponding approval.

2.2. Supplier also undertakes to offer the usual after-sale warranties and services and accept full responsibility for concealed defects and/or flaws.

2.3. In case BAYER is required to deliver to Supplier materials for the preparation of the Product, Supplier shall be responsible for its quality control.

2.4. BAYER shall not receive Products without the corresponding receipt/tax document, which shall meet all legal requirements, in addition to the ones established at the discretion of BAYER.

2.5. The transportation of the Product shall comply with the traffic laws in force. Supplier shall obtain all necessary authorizations for all cases the Product needs to be transported. Safety sheet, certificate of origin and certificate of analysis (indicating lot, production date and expiration date of the lot delivered) shall be delivered together with the Products, as applicable.

2.6. The delivery and receipt of the Products do not imply their acceptance. Except term in contrary, BAYER shall have ninety (90) calendar days as of the receipt to refuse the Products. In case the term set forth above elapses without any declaration, the Products shall be considered as accepted.

2.7. In case of total or partial refusal of the Product and/or services due to any reasons indicated in the CGF, the expenses resulting from said fact shall be defrayed by Supplier.

**3. Price and Payment Currency**

3.1. The prices set forth in the Purchase Order are established for Products delivered, free from expenses, at the place of delivery indicated in the Purchase Order, duly packed for storage, control or transportation. In case of services, they shall be concluded to the full satisfaction of BAYER, within term agreed upon and at the determined place. The prices set forth in the Purchase Order are final and include all applicable taxes, with specification of all taxes that must be defrayed by BAYER for the provision of the services or sale of products.

3.2. The Purchase Order shall establish the applicable currency.

3.3. The price set forth in the invoice shall not be indexed or adjusted in any way.

**4. Invoicing and Payment**

4.1. The date of collection shall be determined according to the conditions set forth in the Purchase Order. All accounting documents shall be delivered at the address indicated in the respective Purchase Order.

4.2. The price shall not allow any addition due to retention of taxes and contributions required by law. Therefore, the financial onus resulting from any and all tax and contributions levied in the present or in the future upon this CGF shall fall under the exclusive responsibility of the party defined in tax and social security laws as taxpayer, even if the responsibility for their retention and payment is attributed to the other Party.

4.2.1. The basis for calculation and the rate applicable for the purposes of retention of taxes and/or contributions shall be determined in strict accordance with the laws in force on the date of the invoicing. The parts related to the materials and items of equipment used for the execution of this CGF and its respective Purchase Order and/or Agreement shall be deducted from the gross value of the Invoices, in order to establish the basis for calculation of the retention, according to the conditions and percentages permitted by the laws in force, and according to the terms of the Purchase Order and/or Agreement. Supplier shall present service invoices emphasizing the value of the material and/or equipment. In case any deductions proposed by Supplier are not in conformity with the provisions set forth in this Clause, or in case the documents required are not presented, BAYER shall retain the gross value of the invoice according to rate deemed applicable under the laws in force at the moment of the provision of the services.

4.3 Supplier shall notify BAYER in writing, thirty (30) days in advance, about any change to the bank account indicated for the payment of the price. In case of failure to send the notice, BAYER shall continue making the respective payments to the current account initially indicated by Supplier and under no circumstances it shall be considered as disregard of its obligations. In case the bank transfer cannot be made

as a result of closing of the account indicated by Supplier or any other reason unrelated to BAYER, an alternative method of payment shall be established by the Parties.

4.4. In order to avoid payment delays, Supplier shall include in the invoices and receipts the description of the Product, as set forth in the Purchase Order, and its respective number, in addition to all mandatory information for said documents, according to internal guidelines and policies adopted by BAYER.

4.5. Supplier accepts full responsibility for maintaining all documentation related to the Products updated according to the laws in force, in order not to sustain inaccurate retentions, and deliver the documentation requested by BAYER as soon as possible.

4.6. Supplier shall not be allowed to assign the rights and/or obligations resulting from the invoices, except by means of prior authorization in writing from BAYER. Supplier undertakes not to use this CGF or Purchase Order as guarantee, or issue, pledge, cash or negotiate securities for the services provided or supplies made to BAYER without prior consent in writing from BAYER. In addition, Supplier shall be compelled to pay BAYER penalty equivalent to twice the sums pledged or the securities issued, pledged, cashed or negotiated in any other way.

4.7. BAYER reserves the right to refute or challenge the invoice and remaining documents related to the invoicing at any moment of the business relationship.

**5. Obligations, Guarantees and Responsibility on the Part of Supplier**

5.1. Supplier undertakes to make the supply under its responsibility according to applicable laws and regulations, including all anti-bribery, anticorruption, money laundering, labor, tax and social security laws, in addition to regulations and laws in force concerning competition and/or additional regulations to be issued in the future. Furthermore, Supplier undertakes not to offer any payment or benefit, directly or indirectly, to government employees, clients, business partners, health professionals or any other person in order to ensure undue benefit or unfair business advantage, affect decisions within the private or public spheres or the behavior of the professionals at the moment of the prescription, or induce anyone to violate professional duties or standards.

5.2. Supplier expressly acknowledges and accepts that the outsourcing, delegation, attribution and/or assignment of any of its rights or obligations under this Agreement without prior consent in writing from BAYER shall not be allowed. Once the outsourcing is authorized, Supplier shall remain responsible: (a) for the quality of the services provided by such third parties and the complete fulfillment of the obligations assigned to it; (b) for any and all damage caused by them and individuals related to them to BAYER, its employees or third parties related to BAYER.

5.2.1. In case of provision of services, Supplier shall keep at the disposal of BAYER, without additional onus, staff representative responsible for the coordination and supervision of activities, control, technical and administrative direction of its employees involved in the execution and/or delivery of the Products, as the sole and exclusive employer and contractor, in case of subcontracted parties.

5.3. Supplier shall ensure to BAYER the right to freely supervise and control the Products to be delivered and/or the works to be executed, and Supplier shall provide all support for such purpose.

5.4. Supplier shall notify BAYER about any defect or imperfection of the Products delivered as soon as said defects or imperfections are identified by Supplier.

5.5. In case the Products delivered and/or services provided fail to comply with the provisions agreed upon or present any imperfection, BAYER shall be allowed to require, at its exclusive discretion: (i) that the defect be rectified or Products without defect be supplied; and/or (ii) cancel the Purchase Order or reduce the purchase price under legal provisions; and/or (iii) the remuneration or reimbursement of the unnecessary expense. The choice of one of the options does not exclude the others.

5.6. The responsibility attributed to Supplier under this CGF also comprehends any product manufactured by third parties contracted or outsourced by Supplier.

5.7. In case Supplier is notified about a defect, the limit warranty shall be extended for the time between the notice and the repair of the defect. In case the Product delivered is completely replaced for a new one, the limit warranty shall be initiated anew; in case the Product is partially replaced, the warranty term shall be initiated anew for the new parts.

5.8. The Products or services subject to complain related to warranty shall remain at the disposal of BAYER until the substitutions take place.

5.9. In urgent cases, or in case Supplier omits defect or there is flaw in the repair of defect, BAYER shall be allowed to eliminate said defect itself and reduce the payment to Supplier, or exercise one of the rights and guarantees set forth in this CGF.

5.10. The acceptance of the Products and/or services by BAYER shall not affect the obligations under the warranty provided by Supplier.

5.11. Supplier shall obtain, as applicable and at its expenses, civil liability insurance that covers any damage caused by Supplier and its employees and/or subcontracted parties as a consequence of the Products and/or services delivered and/or provided. Supplier shall deliver to BAYER copy of insurance policy indicating the amount insured for each loss as requested by BAYER. In addition, Supplier shall obtain insurance for the transportation of the Products which, in all cases, shall be defrayed by Supplier itself, except agreement to the contrary.

5.12. Any machine, device or other items loaned to BAYER for its use shall be ensured by Supplier against usual risks. Any other responsibility of BAYER related to said machines, devices and other items or damages shall be excluded, unless it is caused voluntarily or as a result of negligence.

5.13. Supplier shall choose the form of transportation more favorable and convenient to BAYER, except in case of specific instructions to the contrary from BAYER in relation to said issue.

5.14. Supplier shall pack, mark and ship dangerous Products according to suitable national or international regulations at all times. The documents that accompany

said Products shall specify any detail required by transportation norms and regulations.

5.15. Supplier shall be responsible for any damage caused as a result of disregard of said provisions and pay any expenses resulting from the default. Similarly, Supplier shall be also responsible for ensuring that said shipment requirements are complied with by its sub-contracted parties.

5.16. Any shipment of Products which cannot be accepted by BAYER due to disregard of the provisions hereunder shall be stored at the expenses and under the responsibility of Supplier. BAYER shall have the right to verify the content and conditions of said shipments.

5.17. The property over the Products or goods supplied by Supplier shall be transferred to BAYER at the moment BAYER accepts them, and Supplier shall be responsible for occasional loss until they are delivered to BAYER, to its full satisfaction.

5.18. Supplier ensures that patents, licenses or intellectual property rights of third parties will not be violated as a consequence of the delivery and/or use of the Products. For such purpose, all sums owed as a result of the licensing and/or assignment of said rights shall be exclusively defrayed by Supplier.

5.19. The molds, models, tools, films and other items that may be prepared by Supplier to ensure the execution of the Purchase Order to be paid shall become property of BAYER, even in case they remain in the possession of Supplier. Supplier shall deliver them at the request from BAYER.

5.20. Supplier shall timely deliver to BAYER, without costs to BAYER and without the need for special request to do so, all documentation necessary for the use, setting up, process, storage, operation, service, inspection, maintenance or repair of the Products.

5.21. Supplier shall be responsible for and exempt BAYER from any loss, damage or sanction imposed as a result of the violation or disregard of any obligation established under this CGF by Supplier.

5.22. Supplier shall not make any reference, by any means of communication and/or information, that Supplier and BAYER maintain business relationship, except with express authorization in writing from BAYER.

5.23. Supplier shall be exclusively responsible for the conduction of its business at all times and, therefore, no employment relationship between BAYER, Supplier and/or its third parties and/or sub-contracted parties shall be established. Furthermore, Supplier shall perform as an independent company, at its sole risk and expenses. Supplier shall deliver the Product in full conformity with the regular and specific activities of its business operations.

5.24. In case task works, maintenance, inspection, repairs and other activities are executed in any of the facilities of BAYER, said works shall be in conformity with BAYER Safety Regulation. Said documentation shall be delivered in the beginning of the works or requested to BAYER Safety Department. BAYER shall not be responsible for any property of Supplier or its staff used in the facilities of BAYER for the delivery of the Products.

5.25. Supplier shall be fully responsible for the payment of wages, social charges and registration of its employees and/or third parties employed for the fulfillment of its obligations with Occupational Risk Insurance Company, and the fulfillment of the remaining obligations resulting from labor, social security and tax laws. Supplier shall substantiate the payment of labor charges and, for such purposes, Supplier shall deliver copies of the respective documentation at the request from BAYER. In case said requirement is not complied with, BAYER shall be automatically authorized to rescind the effects of the Purchase Order as a result of exclusive willful misconduct by Supplier, without the need for prior notification or generation of any rights of indemnification to Supplier.

5.26. Supplier accepts full responsibility for the payment of all labor, social security and tax charges, including the ones resulting from alterations to the laws in force, related to its staff and sub-contracted parties. In case of labor claim involving the services provided to BAYER, Supplier shall exempt BAYER and, in case it is not possible, in the event of sentence against BAYER determining that BAYER shall pay any sums, including, but not limited to attorney's fees, BAYER shall be allowed to make compensation between the sums to be paid to Supplier and the sums already paid, or request the reimbursement for the sums expended, at its sole discretion, within unpostponable term of ten (10) business days as of the date of the payment. Said expenses shall be indexed based on the variation of the Market Price Index (IGP-M), issued by Fundação Getúlio Vargas (FGV), from the date of the payment until the date of the reimbursement.

5.27. BAYER and Supplier declare that there is no relationship of control or participation between them, and they are not related companies.

5.28. Supplier shall be compelled to accept controls and/or audits in all cases requested by BAYER, which may be scheduled or sudden events, at the convenience of BAYER.

5.29. In case tests/trials are necessary for the Products, Supplier shall absorb the costs of said tests/trials, including the expenses with its staff.

5.30. If, due to any defect in the Products, tests/trials need to be repeated or lead to additional tests/trials, Supplier shall pay for the costs with staff and other related costs. Supplier shall also pay for all costs with staff and other costs incurred as a result of tests/trials of the materials used by Supplier in the execution of the Order.

#### **6. Intellectual Property**

6.1. Supplier agrees that all rights over the creations that result from this contractual relationship, whether copyrights or industrial property, shall pertain to BAYER in an irrevocable, indefeasible and gratuitous manner, and BAYER shall be allowed to use, dispose of, reproduce and register and/or patent them in its name or in the name of third parties appointed by it, at any time and in any place, in Brazil or abroad, without any onus, and Supplier shall sign the documents and collaborate with the necessary measures for the transfer of the rights and achieving of the registration or patent. Any and all industrial property material or item made

available by BAYER to Supplier shall remain as exclusive property of BAYER, and they shall not be used for any purposes other than the ones set forth in the Purchase Order or Agreement, and they shall be immediately returned to BAYER at its request.

6.2. Supplier hereby acknowledges and agrees to respect the intellectual property of Bayer Intellectual Property and/or any company that belongs to BAYER business group, in the capacity of owner of rights, and BAYER, in the capacity of licensee of the trademarks directly or indirectly related to the purpose of the services or supply, and the right of BAYER to develop, ensure, register, license, sub-license, use and reproduce them in the trade, advertisement and promotion in Brazil.

6.3. Supplier shall not be allowed to use its business relationship with BAYER for any advertising purposes, whether by means of leaflets or other form of advertisement, except with prior consent in writing from BAYER. Furthermore, Supplier shall not use the name BAYER S.A., trademarks, logotypes or drawings held by BAYER, Bayer Intellectual Property or companies associated to it, except with prior consent in writing from BAYER.

6.4. Industrial drawings, projects, utility models, inventions, any information or documents delivered by BAYER to Supplier or that are prepared by Supplier as a result of the Agreement and/or with the use of resources, means, data, materials, facilities or equipment provided by BAYER shall remain as exclusive property of BAYER, and they shall not be used for any purposes not set forth in the Agreement. In addition, they shall be immediately returned to BAYER, at its request.

#### **7. Non-Compliance**

7.1. In case of non-compliance by Supplier related to the delivery of the Products requested by means of Purchase Order, BAYER shall have the right to deduct the equivalent of two percent (2%) of the invoice of the Products delivered with delay, per day of delay, as penalty.

7.2. In addition to the provisions set forth in the previous item, BAYER reserves the right to fully or partially rescind the Purchase Order in case Supplier fails to meet the conditions of the Purchase Order and/or CGF.

#### **8. Lenience**

8.1. In case BAYER fails to request from Supplier the observance of any of the provisions set forth in this CGF at any time, said fact shall not affect in any way its right to demand the observance at any time in the future.

8.2. The failure to exercise, by BAYER, its rights and power shall not imply the waiver of any of said rights and powers, which may be exercised at its convenience.

#### **9. Validity and Legal Effect**

9.1. In case any of the provisions set forth in this CGF and/or the Purchase Order is invalid according to any current or future law, the remaining provisions shall remain in force in all its aspects.

9.2. This CGF is valid until the delivery / final execution of the Product, which shall not surpass fifty thousand Brazilian reais (R\$ 50,000.00) or, in case of successive Purchase Orders, until the limit sum of fifty thousand Brazilian reais (R\$ 50,000.00) is reached.

#### **10. Confidentiality / Data Privacy**

10.1. Supplier shall use the information and/or documentation (whether printed, verbal or provided by any means) to which it has access as a result of the issue, execution and/or closure of this CGF and/or Purchase Order or the business relationship resulting from it according to the laws in force in the Country on confidentiality and data privacy, and Supplier shall not be allowed to use them to its own benefit and/or to the benefit of third parties.

10.2. Supplier shall adopt the necessary measures to maintain its confidentiality during its legal effect and after its relationship with BAYER.

10.3. For the purposes of further clarification, all material, document, information and/or intellectual property right and/or know-how property of BAYER, which are delivered and/or conveyed to Supplier as a consequence of the Purchase Order shall remain under the possession of BAYER and shall not be used for purposes other than the ones expressly agreed upon, or reproduced or delivered to third parties by Supplier.

10.4. Supplier shall deliver to BAYER, at its request, all materials, corresponding copies and/or duplicates made, without any restriction and with no delay.

10.5. In case of violation of the confidentiality accepted by Supplier, BAYER shall have the right to claim damages and losses, without prejudice to the possibility to enforce suitable actions and criminal regulation applicable for the violation of secrecy, as applicable.

10.6. Supplier undertakes to strictly comply with the laws intended to protect and ensure the privacy and confidentiality of personal information, that is to say, data related to individual identified or identifiable, including identifying numbers, localization data or electronic identifiers, when they are related to a person ("Personal Data"). Supplier ensures that it shall not disclose the Personal Data obtained as a result of the provision of services or delivery of products to BAYER. Supplier shall take the necessary and suitable actions to protect the Personal Data against occasional violations or losses, observing the local rules in force and the international regulation related to Data Privacy. In case of violation or loss of data, Supplier shall immediately notify BAYER, the authorities and/or affected individuals, according to the provisions set forth in applicable laws, and indemnify any person that sustained damage as a result of the exclusive violation of the provisions set forth in this Clause. In case BAYER is compelled to pay for any costs, charges, expenses or indemnifications for such purpose, Supplier shall reimburse BAYER within ten (10) days as of receipt of notice for such purpose.

10.6.1. Inasmuch as Supplier collects, processes and/or uses the Personal Data on behalf of BAYER, Supplier shall:

(i) process them only according to the instructions provided by BAYER and according to mandatory legal obligations applicable in Brazil and in all relevant countries and/or jurisdictions;

- (ii) adopt, maintain and enforce suitable safety policies, such as, but not limited to: (a) access control; (b) data entry control; (c) data transfer and processing control; and (d) availability control;
- (iii) protect and safeguard BAYER Personal Data as if they belong to Supplier itself; and
- (iv) confirm that it obtained all authorizations legally required to transfer any of the BAYER Personal Data to its organization.

10.6.2. Supplier undertakes to meet the requirements on Personal Data established by BAYER in relation to the rectification, exclusion, blocking and/or assignment to third parties. BAYER shall have the right to instruct Supplier, at any time, in relation to the type, extension and procedures of the use of the Personal Data.

#### **11. Information Safety**

11.1. In relation to information protection and data privacy, Supplier ensures that the service provider it hires to supply the Products under the Purchase Order and/or Agreement shall comply with safety standards required by applicable laws in force, particularly Marco Civil da Internet, Act 12.965/14, and the safety specifications set forth in the rules ISO/IEC 27001, applicable specifically to the scope of this Agreement, ISAE 3402, SOC 2 and SOC 3, and possible subsequent updates, thus offering guarantees in relation to the availability, integrity and confidentiality of the information obtained, processed, transferred and stored.

11.2. Whenever the Products require access to BAYER data processing systems, the Parties shall jointly establish the access necessary for the execution of said activities.

11.3. Supplier shall follow the procedures (cryptography, access controls, levels of security, in addition to other measures) indicated by BAYER, related to the treatment and handling of its information. Said precautions shall only be abandoned or altered by means of prior notice in writing from BAYER.

#### **12. Pharmacovigilance (as applicable)**

12.1. In case Supplier becomes aware of adverse events, adverse reactions or other relevant information related to the safety of BAYER medicinal products, or receives technical complaints about said products, Supplier shall inform BAYER as soon as possible and, under no circumstances, after one (01) business day it becomes aware of them. For such purposes, Supplier shall contact BAYER by fax (+55 11 569451 50) or email ([drugsafety.brasil@bayer.com](mailto:drugsafety.brasil@bayer.com)).

#### **13. Consent**

13.1. By this instrument and in observance of the laws in force, Supplier expressly authorizes BAYER to use, transfer and share with third parties (including other companies of its Business Group) information that may be extracted from this business relationship to be stored, processed, conveyed, examined and/or used for the purposes of continuance of said business relationship and so that BAYER may fully attain its corporate purpose.

#### **14. Observance of Laws and Anti-corruption**

14.1. The Parties hereby declare, ensure and undertake, on their behalf and on behalf of their branches, affiliates, owners, officers, employees, workers, agents, sub-contracted parties, advisors and representatives (hereinafter referred to as "Representatives") to fulfill any and all of their respective obligations, in conformity with these conditions and under: (i) federal, state and municipal laws and regulations, general judicial or administrative, national or international decrees and norms, or international treaties, decrees, official norms, jurisprudential criteria, including, but not limited to decrees that contain anti-corruption and anti-bribery regulation related to economic, environmental, transportation, safety, health and labor aspects (hereinafter referred to as "Laws") applicable to BAYER and Supplier, their respective businesses and the products and/or services of BAYER and/or Supplier related to the CGF and/or the corresponding Purchase Order; and (ii) BAYER Compliance Corporate Policy (hereinafter referred to as "BAYER Policies"), which may be consulted at [www.bayer.com/en/corporate-compliance-policy.aspx](http://www.bayer.com/en/corporate-compliance-policy.aspx) - section "downloads", in addition to the Code of Conduct for BAYER Suppliers.

14.2. Supplier ensures and represents that neither Supplier or its Representatives shall take measures that may lead BAYER to disregard and/or violate any of said Laws. Supplier shall immediately inform BAYER in case it becomes aware or suspects of any disregard and/or violation of any of the Laws by Supplier and/or its Representatives and/or BAYER Representatives during the fulfillment of its obligations resulting from the Agreement and/or the corresponding Purchase Order.

#### **15. Human Rights**

15.1. BAYER accedes to and respects the Human Rights in all places where it operates, both internally and externally. Therefore, Supplier undertakes to perform in a fair and legal manner, and respect and promote the respect of the human rights also in its chain of supply. Supplier shall ensure that safety measures be taken by the staff under its responsibility, so that the obligations set forth in the Purchase Order be fulfilled. In addition to others, it includes the safe control of work tools and the supply of suitable safety equipment to the employees, as applicable. The position of BAYER in relation to the Human Rights is unequivocal and, consequently, Supplier undertakes: (i) not to employ individuals under sixteen (16) years old, except in the condition of apprentice, only as of fourteen (14) years old, and require that the sub-contracted parties authorized by BAYER also fulfill said obligation; (ii) not to hire individuals under eighteen (18) years old to execute work during night shifts, dangerous or unhealthy works, and require that the sub-contracted parties authorized by BAYER also comply with said obligation; and (iii) not to exploit, under any circumstances, slave work, child work and not to employ teenagers in activities to be executed during night shifts, dangerous or unhealthy activities, thus respecting the provisions set forth in the Act 8.069/90 – Child and Teenager Statute.

#### **16. Unforeseeable Circumstances or Events of Force Majeure**

16.1. None of the Parties shall be considered as responsible, or shall be subject to the imposition of sanctions for the disregard or delay of its obligations under this CGF and/or the Purchase Order when said disregard or delay is caused by unforeseeable circumstances or events of *force majeure*, according to the laws in force. In addition to others, the following events shall be considered as

unforeseeable circumstances or events of *force majeure*: war, guerrilla, acts of terrorism, kidnapping, riot, disturbance, picket, fire, flood, trembling, earthquake, erosion, cataclysm, alterations to laws or regulations (without limitation to foreign exchange regulations) or, in general, any cause outside the control of one of the Parties or not attributable to them, whenever said events prevent the delivery of the Products. In such case, the Party affected shall notify the situation to the other Party within five (05) days following the event, including all available information related to it, as permitted by the circumstances. For the purposes of this Clause, strikes shall not be considered as unforeseeable circumstances or events of *force majeure*, unless they are related to unforeseen or unpredictable labor movements or the totality of any industry involved in the delivery of the Products.

#### **17. Notices and Applicable Law**

17.1. All notices or information sent as a result of the Purchase Order shall be forwarded in writing, by any means that ensure the delivery, with acknowledgement of receipt. For such purposes, Supplier and BAYER establish their domicile as the one indicated in the Purchase Order.

17.2. The Parties shall employ their best efforts to amicably settle any doubts or disputes resulting from the interpretation of the Clauses under this CGF, in addition to any other issues concerning the relations established between the Parties ("Dispute"). However, in case it is not possible to reach an amicable solution within twenty (20) days as of the date of notice sent by one Party to the other about the existence of a Dispute, said issue shall be submitted to the judicial system. In order to settle any dispute, the Parties agree to submit to the Brazilian laws and the jurisdiction and competence of the Courthouse of the Judicial District of the Capital of the State of São Paulo, waiving any other corresponding courthouse and/or jurisdiction.