

**1. DEFINITIONS AND INTERPRETATION**

**1.1** In the General Terms, the following words and phrases shall, unless the context requires otherwise, have the following meanings:

**Business Day** any day, other than a Saturday, Sunday or public holiday in Hungary.

**Company** CooperVision CL Hungary Limited Liability Company with registration number 13-09-117271 duly registered under the company laws of Hungary trading at 3<sup>rd</sup> Building, 7100 ProLogis Business Park, Gyál, 2360, Hungary.

**Confidential Information** the contents of the Purchase Order and General Terms and all information in whatever form received or obtained by a Party (the "**Receiving Party**") or any other member of its Group from, or on behalf of, another Party (the "**Disclosing Party**") or any other member of its Group as a result of, or in connection with, the General Terms (including any reports, summaries or analyses to the extent prepared from such information) other than any information which:

- (a) was rightfully in the possession of the Receiving Party or any other member of its Group prior to the disclosure by the Disclosing Party or any other member of its Group and acquired on a non-confidential basis from sources other than the Disclosing Party or any other member of its Group;
- (b) is in the public domain otherwise than as a result of a breach of the General Terms by the Receiving Party;
- (c) is required to be disclosed by law or regulation, by any regulatory authority or body or pursuant to a court order; or
- (d) the parties have otherwise expressly agreed may be disclosed (subject to any terms and conditions governing any such disclosure).

**Data Protection Legislation** any applicable data protection or data privacy laws applicable in Hungary from time to time.

**Group** in relation to a company, that company and any parent undertaking of that company and all subsidiary undertakings of that company and its parent undertaking.

**Intellectual Property Rights** patents, trade marks, service marks, logos, get-up, trade names, business names, internet domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, copyright (including rights in computer software) and moral rights, database rights, utility models, rights to use, and protect the confidentiality of, Confidential Information (including rights in know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world and registered includes registrations and applications for registration.

**Loss** any liability, damages, losses, costs, claims or expenses (including reasonable legal expenses) of any kind.

**Party** a party to these General Terms.

**Payment Due Date** the date falling 30 days after the date of an invoice or, if such date is not a Business Day, the next following Business Day, unless otherwise agreed in the Purchase Order.

**Personal Information** any personal information (as defined in the applicable Data Protection Legislation) belonging to the Company and to which the Supplier has access during the term of these General Terms.

**Personnel** any directors, employees, agents, contractors and/or sub-contractors of the relevant Party.

**Price** in respect of:

- (a) **Goods:** the price payable by the Company to the Supplier in respect of the Goods as set out in the Purchase Order.
- (b) **Services:** the fees payable by the Company to the Supplier in respect of the Services as set out in the Purchase Order which shall include all expenses

incurred in connection with the Services and the cost of any equipment supplied in connection with the Services unless otherwise agreed.

**Purchase Order** the Company's purchase order specifying the quantity and description of Good or Services required to be provided under these General Terms.

**1.2** If there is any conflict between the terms set out in these General Terms and the terms of a Purchase Order, the terms of the Purchase Order shall prevail.

**1.3** Unless the context otherwise requires, references in these General Terms to:

**1.3.1** a "**person**" shall be construed as a reference to any individual, firm, company (including, without limitation, a limited liability company), corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

**1.3.2** any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision (including all instruments, orders or regulations made thereunder or deriving validity therefrom) as in force at the Commencement Date and as subsequently modified, amended, replaced, re-enacted or consolidated; and

**1.3.3** any time or date shall be construed as a reference to the time or date prevailing in Hungary.

**1.4** The headings in these General Terms are for convenience only and shall not affect their meaning.

**1.5** The words "other", "include" and "including" shall not imply limitation in any way.

**2. SUPPLY OF GOODS AND SERVICES**

**2.1** The Company shall place a Purchase Order with the Supplier for the goods and/or services specified in the Purchase Order (the "**Goods**" and "**Services**" respectively), and the Supplier shall accept such Purchase Order by written confirmation to the Company representative issuing the Purchase Order. Upon the acceptance of a Purchase Order, a contract is formed between the Supplier and Company consisting of the Purchase Order and these General Terms.

**2.2** If the Supplier is unable or unwilling to fulfil the Purchase Order (in full) by the date specified in the Purchase Order for delivery of the Goods ("**Delivery Date**") specified in, without prejudice to any other rights or remedies, the Company may cancel such order and obtain those Goods or Services that are the subject of the rejected order from an alternate supplier.

**3. SPECIFICATION AND INSPECTION OF GOODS**

**3.1** The Supplier agrees to deliver the Goods as set out in the Purchase Order.

**3.2** The Supplier shall ensure that documentation is provided with the Goods as specified in the Purchase Order and that it is suitable, appropriate and adequate for their use and does not contain any material omissions, discrepancies, ambiguities or inconsistencies.

**3.3** Without prejudice to any other provision of these General Terms, the Supplier undertakes that the Goods will:

**3.3.1** match, and will perform as stated in, any specification as set out in Purchase Order and will be free of defects in design, material, fabrication and workmanship;

**3.3.2** correspond with any specification as set out in the Purchase Order; and

**3.3.3** comply with all statutory requirements and regulations relating to the manufacture, sale or use of the Goods, and the Goods are fit for purpose.

**4. DELIVERY OF GOODS**

**4.1** On the Delivery Date the Supplier shall, unless otherwise instructed by the Company, deliver the Goods in an undamaged condition and labelled

- or marked in accordance with the Company's instructions and any applicable regulations, to the address specified in the Purchase Order (the "**Delivery Address**"). Delivery shall be made only during the Company's usual business hours. The Supplier shall off-load the Goods at its own risk.
- 4.2** Title to the Goods shall pass to the Company on delivery, but risk of damage to or loss of the Goods shall remain with the Supplier and shall not pass to the Company until the Goods have been accepted (or deemed accepted pursuant to clause 4.1). Notwithstanding risk remaining with the Supplier, the Company shall use reasonable efforts to keep the Goods secure against unauthorised access or damage.
- 4.3** In the event that there is a delay in the delivery of the Goods, save where such a delay is as a result solely of the acts or omissions of the Company, such delay shall be deemed to be a breach entitling the Company to terminate these General Terms and associated Purchase Order in accordance with clause 14.2.1.
- 4.4** If the Goods are to be delivered by instalments, these General Terms and the relevant Purchase Order will be treated as a single contract and not several, and failure by the Supplier to deliver any one instalment on time, or at all, shall entitle the Company at its option to treat the whole contract as repudiated.
- 5. ACCEPTANCE OF GOODS**
- 5.1** The Company shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery (or, in the case of latent defects, until a reasonable period after the defect has become apparent). Actual acceptance of the Goods by the Company shall be without prejudice to the terms of clause 10 which shall apply in respect of any Goods that are found to be non-compliant with these General Terms.
- 6. REQUIREMENTS FOR CERTAIN GOODS**
- 6.1** For Goods or components of Goods whose shelf life is limited, the Supplier shall provide the Company with the following:
- (a) Storage instructions required for the preservation of the Goods
  - (b) Shelf life from the date of manufacture
  - (c) Date of expiration which shall appear clearly and indelibly on the packaging of the Goods
- The Supplier shall only deliver Goods whose residual shelf life is at least equal to 80% of the total shelf life of the Goods.
- 6.2** The Supplier will promptly inform the Company in writing of any dangers and special instructions relating to the handling, storage, safe use, transportation or disposal of Goods of a hazardous nature (including any new information concerning these matters which from time to time becomes available).
- 7. SERVICES**
- 7.1** The Supplier shall provide the Services as described in the Purchase Order to the Company (and such other members of the Company's Group as the Company may from time to time direct) subject to, and in accordance with, these General Terms.
- 7.2** The Supplier undertakes that, in performing its obligations hereunder, it shall at all times act:
- 7.2.1** with all reasonable skill and care;
  - 7.2.2** in a timely and professional manner using appropriately qualified and trained personnel; and
  - 7.2.3** in compliance with all applicable laws, regulations, guidance and codes of practice.
- 7.3** Where the Supplier has provided a demonstration of the Services prior to the Commencement Date, the Service shall correspond in nature and quality with such demonstration.
- 7.4** The performance of the Supplier will be qualified in accordance with any criteria set out in the Purchase Order.
- 7.5** Nothing in these General Terms shall operate to exclude any warranty, guarantee or condition on the part of the Supplier as to the quality, fitness for purpose or any other matter implied by statute, common law, custom or trade, all of which warranties, guarantees and condition shall accordingly apply.
- 7.6** Any items supplied in conjunction with the Services shall be considered Goods for the purpose of these General Terms.
- 8. PRICE**
- 8.1** The Price of the Goods or Services shall be as stated in the Purchase Order and, unless otherwise so stated, shall be:
- 8.1.1** exclusive of any applicable Value Added Tax (which shall, if required, be payable by the Company at the appropriate rate subject to receipt of a valid VAT invoice from the Supplier) at the same time as payment is made of the sum to which the VAT relates; and
  - 8.1.2** inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than VAT.
- 8.2** No variation in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Company in writing.
- 8.3** Unless otherwise agreed, all amounts payable under a Purchase Order shall be paid in EUR.
- 9. PAYMENT TERMS**
- 9.1** The Supplier shall be entitled to invoice the Company for the Price stated on the Purchase Order (or as derived using the rates described in the Purchase Order) in respect of the provision of Goods or Services by the Supplier.
- 9.2** All invoices submitted by the Supplier to the Company in accordance with clause 9 shall reference the Order Number as specified on the Purchase Order, clearly identify the Goods or Services against which the invoice has been produced and be accompanied by all records necessary to enable the Company to calculate and/or verify the amount invoiced.
- 9.3** Invoices for the provision of Services shall be rendered in arrears upon completion of the Services (or, if progress payments are to be made, at the end of the relevant period).
- 9.4** Unless otherwise stated in the Purchase Order the Company shall, upon receipt of a valid undisputed invoice pay to the Supplier (or procure the payment to the Supplier of) on or before the Payment Due Date, the relevant instalment of the Price. Time shall not be of the essence in respect of Company's payment obligations under these General Terms.
- 9.5** The Company shall be entitled to set off against the Price any sums owed to the Company by the Supplier or any sums to be deducted from the Price under these General Terms.
- 9.6** If any undisputed sum due under these General Terms is not paid by the Payment Due Date, without prejudice to the parties other rights and remedies, that sum shall bear interest from the Payment Due Date until payment is made in full. Based on Section 6:155.§ (1) of Act No V of 2013 on Civil Code the interest on late payment shall be calculated as the sum of the Hungarian central bank base rate in effect on the first day of the calendar half-year affected by the default - if the claim is to be satisfied in a foreign currency, the base rate of the issuing central bank, or failing this the money market rate - plus 8 (eight) percentage points. The Supplier is not entitled to suspend provision of the Goods or Services as a result of any sums being outstanding.
- 10. REMEDIES**
- 10.1** Without prejudice to any other right or remedy, if the delivery of Goods or the provision of Services by the Supplier does not comply with these General Terms, or if the Supplier fails in a material respect to comply with

any term of these General Terms then the Company shall be entitled to do any one or more of the following at the Company's sole discretion:

**10.1.1** In relation to the supply of Goods:

- (a) to require the Supplier, at its own risk and expense, to supply replacement Goods in accordance with these General Terms within 5 Business Days; and/or
- (b) to treat the Purchase Order as discharged by the Supplier's breach and to reject the Goods (in whole or in part), in which case the Supplier shall at its risk and expense collect the Goods and the Supplier shall repay forthwith any part of the Price which has been paid by the Company to the Supplier in respect of the rejected Goods; and/or
- (c) to require the Supplier to issue a credit note for the purchase price of all or part the relevant Goods involved; and/or
- (d) to terminate these General Terms forthwith and claim full reimbursement from the Supplier in respect of any Price paid by the Company as at the date of such termination.

**10.1.2** In relation to the provision of Services:

- (a) to require the Supplier to re-perform the relevant part of the Services in a timely manner without further charge to the Company; and/or
- (b) to make good the defective services (in whole or part), in which case the Supplier shall reimburse the Company for any expenses it incurs in making good such defective services; and/or
- (c) to terminate these General Terms forthwith and claim full reimbursement from the Supplier in respect of any Price paid by the Company as at the date of such termination.

**11. INTELLECTUAL PROPERTY**

**11.1** The Supplier warrants that:

- 11.1.1** it has, and shall at its own cost ensure that it maintains, all necessary rights and licences to any Intellectual Property Rights subsisting in any matter, thing or process used or to be used by it in providing the Goods or Services to the Company under these General Terms, including all rights to grant the licences to the Company set out in this clause 11; and
- 11.1.2** the use by the Company of the Goods as envisaged by these General Terms will not infringe the Intellectual Property Rights of any person or any other rights or laws.

**11.2** Where the Supplier or any sub-contractor owns the Intellectual Property Rights in any of the Goods, the Supplier shall procure the grant to the Company of a non-exclusive and royalty-free right to use such component, its design and the information relating to it such Intellectual Property Rights, in order to use the Goods.

**11.3** Subject to the further provisions of clause 12, any information or other material relating to the Goods or Services which is supplied by the Company to the Supplier and all Intellectual Property Rights therein shall remain the sole property of the Company, and shall be returned to the Company forthwith upon the Company requesting the same.

**11.4** Ownership of any Intellectual Property Rights in any specification or matter which may arise or are created by or on behalf of the Supplier or any of its Personnel for the Company in connection with performing a Purchase Order shall vest automatically in and be the exclusive property of the Company and the Supplier hereby assigns, cedes, transfers and makes over to the Company and the Company accepts such cession, transfer and making over of all such Intellectual Property Rights, both present and future with full title guarantee. For the avoidance of doubt, Parties state that the Price of the Goods or Services shall contain the remuneration of the above assignment, cession, transfer and making over of the Intellectual Property Rights described in this section. The Supplier shall not disclose to any third party or use any such material except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the General Terms.

**11.5** The Company grants the Supplier a non-exclusive, non-transferable and royalty-free licence to use the Intellectual Property Rights referred to in clauses 11.3 and 11.4 solely to the extent necessary to enable the Supplier to perform its obligations under these General Terms. Such licence shall cease upon the termination of these General Terms.

**12. DATA PROTECTION**

**12.1** The Supplier shall use any Personal Information provided to it by the Company only for purposes of supplying the Goods and providing the Services and in accordance with the applicable Data Protection Legislation.

**12.2** The Supplier will at all times during the processing (including storing) of such Personal Information have in place appropriate security, technical and organizational measures (having regard to the state of technological development and the cost of implementing such measures) to protect the Personal Information against unauthorized or unlawful forms of processing and unauthorized access to, or unauthorized alteration, disclosure or destruction of the Personal Information. The Supplier shall ensure that persons employed by it and any other persons at its premises are aware of and comply with the relevant measures, programs and procedures.

**12.3** In order to give effect to clause 12.2, the Supplier must conduct its own regular assessments to:

- 12.3.1** identify all reasonable foreseeable internal and external risks to the Personal Information in its possession or control;
- 12.3.2** establish and maintain appropriate safeguards against the risks identified;
- 12.3.3** verify the safeguards are effectively implemented; and
- 12.3.4** ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.

**12.4** The Supplier shall not transfer Personal Data across the border of Hungary without the prior written consent of the Company.

**12.5** If during the fulfilment of the Purchase Order, especially during service provision personal data of natural persons are to be processed, a separate agreement to this and shall be concluded according to the provisions of national and EU regulations in force.

**13. LIABILITY AND INDEMNITY**

**13.1** The Supplier shall be liable for, and shall indemnify and keep indemnified the Company and, where any Goods are provided to or Services are performed for a member of the Company's Group, such member of its Group, on demand, from and against any Loss arising directly or indirectly from:

- 13.1.1** any breach of any warranty or undertaking or any other provision of these General Terms by the Supplier;
- 13.1.2** any claim made by a third party that, inter alia, the possession, ownership or use of the Goods by the Company or Supplier, or receipt or use of the Services (including, without limitation, any claim made by a third party that, inter alia, the possession, ownership, use, adoption or development by the Company of any Intellectual Property Rights referred to in clause 11) by the Company or Supplier infringes the Intellectual Property Rights of any third party;
- 13.1.3** any claim made against the Company and/or such member of its Group by any of the Supplier's employees, agents, contractors and/or sub-contractors in connection with the Services;
- 13.1.4** any negligence or other act of, or omission by, the Supplier and/or any of its personnel, employees, agents, contractors and/or sub-contractors in designing, manufacturing, and/or delivering the Goods or providing the Services;
- 13.1.5** any fine, penalty or other sanction imposed on the Company for failure of the Goods to comply with, any applicable law, regulation, guidance or code of practice (including any liability under the Consumer Protection Act, CLV of 1997 ("CPA")); and
- 13.1.6** any penalty imposed on the Company and/or such member of its Group for breach by the Supplier, or failure by the Supplier to comply with any applicable law, regulation, guidance or code of practice in connection with the performance of the Services.

**13.2** Without prejudice to clauses 13.1 and 13.3 and to the extent permissible by applicable laws:

**13.2.1** neither Party nor any other member of its respective Group shall be liable to the other Party or any other member of the other Party's Group (whether such liability arises in contract, delict (including negligence) or otherwise) for:

- (a) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind; and/or
- (b) any Loss arising from a failure or delay in performing its obligations under these General Terms to the extent that such failure or delay was caused by an act or omission of the other Party or any member of the other Party's Group;

**13.2.2** the total liability of a Party and each other member of its Group in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the General Terms shall not exceed, the full Price paid or to be paid under the Purchase Order (provided that the Company shall in addition be liable to pay the Price when due).

**13.3** The exclusions and limitations of liability in the General Terms shall not apply in respect of any Loss suffered by any person arising out of:

- 13.3.1** a breach by the Supplier of clause 11;
- 13.3.2** the fraud and/or fraudulent misrepresentation of the person seeking to rely on the exclusion or limitation; and
- 13.3.3** death or personal injury resulting from negligence on the part of the person seeking to rely on the exclusion or limitation.

**14. TERMINATION**

**14.1** These General Terms shall commence on acceptance of the Purchase Order and shall continue in full force and effect until the Goods and/or Services have been provided or until terminated in accordance with the provisions of these General Terms.

**14.2** Without prejudice to its other rights and remedies, either Party (the "Non-Breaching Party") may terminate the General Terms forthwith by notice in writing to the other Party (the "Breaching Party") if the Breaching Party:

- 14.2.1** commits an irremediable breach of the General Terms;
- 14.2.2** commits a breach of the General Terms which is capable of remedy but fails to remedy such breach within 10 Business Days of receipt of notice from the Non-Breaching Party notifying it of the breach and requiring it to be remedied;
- 14.2.3** commits the same or substantially similar breaches of its obligations under these General Terms 3 times or more in any period of 4 consecutive months;
- 14.2.4** commits an act of insolvency as defined in Act No XLIX of 1991 on Bankruptcy Proceedings and Liquidation Proceedings ("Insolvency Act");
- 14.2.5** is subject to any one or more of the following:
  - (a) a notice is issued to convene a meeting seeking a winding up, or a resolution is passed to seek a winding up, or a petition for a winding up order is presented against it, or such an order is made;
  - (b) a receiver, administrative receiver, receiver and manager, interim receiver, custodian, sequestrator, administrator or similar officer is appointed in respect of that Party or over a substantial part of its assets;
  - (c) a proposal for a voluntary arrangement is made in terms of the Insolvency Act;
  - (d) any step or event is taken or arises outside Hungary which is similar or analogous to any of the steps or events listed (a) to (c) above;
  - (e) it takes any step (including starting negotiations) with a view to readjusting, rescheduling or deferring any part of its indebtedness, or it makes or suspends or threatens to suspend making payments to all or some of its creditors or it submits to any type of voluntary arrangement;
  - (f) it suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
  - (g) any of the events in (a) to (g) above occurs in relation to any of its affiliated or Group companies.

**14.2.6** is a Party affected by an event outside of its reasonable control for the purpose of clause 16 who has invoked it as a Force Majeure Event, and that event that continues for a period of 20 Business Days or more.

**14.3** For the purpose of clause 14.2.1 and 14.2.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

**14.4** The Company shall be entitled to cancel an order in respect of all or part only of the Goods or Services by giving notice to the Supplier at any time, and the parties shall (save in respect of the provisions of the General Terms dealing with ownership of Intellectual Property Rights, Data Protection and the protection of Confidential Information, and save as provided in the remaining part of this clause 14.4) have no further obligation to each other in respect of the elements of the Goods or Services cancelled. In the event of such cancellation:

**14.4.1** the Company's sole liability in respect of such cancellation shall be to pay to the Supplier those elements of the Price attributable to the Goods or Services in respect of which the Company has exercised its right of cancellation, less the net savings of cost which the Supplier can reasonably make in respect of the cancelled items, including through redeployment of staff, cancellation of sub-contracted orders and re-use of components and other elements of the Goods or Services, and any remaining costs which the Supplier cannot mitigate shall be justified by the Supplier to the Company's reasonable satisfaction in a schedule of costs;

**14.4.2** the total Price of all deliverables which have not been cancelled, and which remains payable subject to the terms of these General Terms, shall be reduced to reflect those elements of the Price attributable to the Goods or Services in respect of which the Company has exercised its right of cancellation; and

**14.4.3** the Supplier shall repay a proportionate element of any pre-payments made by the Company to the extent that they exceed sums due under clause 14.4.2 above.

**15. CONSEQUENCES OF TERMINATION**

**15.1** The expiry or termination of the General Terms (howsoever caused) shall be without prejudice to:

- 15.1.1** any other rights which either Party may have under or in connection with the General Terms;
- 15.1.2** any liabilities accrued prior to the date on which the expiry or termination takes effect; and
- 15.1.3** any rights or obligations of a person which are expressly stated to survive, or which by their nature survive, expiry or termination of the General Terms. These shall in all cases include clauses 8 to 13 (inclusive), 15, 18 and 20 to 22 (inclusive).

**16. FORCE MAJEURE**

**16.1** **Force Majeure Event** shall mean any event or circumstance which is beyond the reasonable control of the affected Party, including, but not limited to, flood, lightning, subsidence, terrorist act, fire, war, failure or shortage of power supplies, acts of government or industrial action of any kind.

**16.2** Events not covered by Force Majeure shall include, but not be limited to, industrial action of the Supplier's employees, shortage of raw materials, default of any sub-contractors or third party suppliers.

**16.3** The affected Party shall not be under any liability to the other Party or any other member of the other Party's Group for any failure or delay in performing this General Terms or any part of it to the extent that such failure or delay is caused by a Force Majeure Event and shall be entitled to a reasonable extension of time for performing its relevant obligations.

**16.4** The affected Party shall:

**16.4.1** within two Business Days of a Force Majeure Event occurring, provide the other Party with full written details of the nature and extent of the

Force Majeure Event in question, including the affected Party's best estimate of the likely extent and duration of its inability to perform its obligations under this General Terms as a result of such Force Majeure Event, and, thereafter, promptly provide any further information which the other Party reasonably requires;

- 16.4.2 use all reasonable endeavours to avoid or minimise the consequences of the Force Majeure Event in question and carry out its obligations and duties in such other ways as may be reasonably practicable; and
- 16.4.3 use all reasonable endeavours to bring the Force Majeure Event in question to a close as soon as reasonably practicable.

**17. ACCESS TO INFORMATION**

- 17.1 The Supplier will permit the Company or its representatives or authorised agents in reasonable numbers to enter its premises and to have access to all documents and information kept by the Supplier, whether electronically (and in such case in machine-readable form and format) or otherwise, relating to the performance of the Services, during business hours on 24 hours' notice, for the purposes of ascertaining whether the Supplier is complying, or has complied, with these General Terms.

**18. CONFIDENTIALITY**

- 18.1 Each Party undertakes that it will use Confidential Information disclosed to it only for the purposes of these General Terms and will not disclose any Confidential Information to any person other than to its Personnel and/or professional advisors (but in each case solely in connection with these General Terms and subject to them, in each case, being placed under obligations of confidentiality and non-use equivalent to those in these General Terms) or otherwise in accordance with these General Terms.

**19. INSURANCE**

- 19.1 With effect from the Commencement Date, the Supplier shall ensure that it has in place with reputable insurers:
  - 19.1.1 public liability and professional indemnity insurance policies in respect of liabilities which may arise to the Company in connection with the Goods each having an insured amount of no less than EUR 10,000,000;
  - 19.1.2 suitable public liability and employer's liability insurance in respect of the Services; and
  - 19.1.3 professional indemnity insurance of an amount appropriate to the provision of Services at a level approved by the Company.
- 19.2 The Supplier shall maintain such policies in full force and effect throughout the term of these General Terms.
- 19.3 At the Company's request, the Supplier shall promptly provide the Company with a copy of the insurance policies referred to in clause 19.1 and confirmation that all premiums have been paid for those policies for the year (or other relevant period) in which the request is made.

**20. SUPPLIER CODE OF CONDUCT**

- 20.1 By accepting the Purchase Order, the Supplier consents to be bound by the provisions of the Supplier Code of Conduct, which represents Annex no. 1 to this General Terms and to comply with all the conditions set forth therein.

**21. ENTIRE AGREEMENT**

- 21.1 These General Terms and the associated Purchase Order constitute the entire agreement between the parties relating to its subject matter and

supersede and extinguish any prior drafts, undertakings, representations, warranties and arrangements of any nature, whatsoever, whether or not in writing relating thereto (and any terms and conditions of the Supplier whether notified by the Supplier to the Company before and/or after the date of the relevant Purchase Order).

- 21.2 In accepting a Purchase Order the Supplier agrees to be bound by these General Terms and it does so without reliance on any undertaking or representation given by or on behalf of the Company other than as expressly contained in the General Terms, provided that nothing in this clause 20.2 shall limit or exclude the liability of the Company for fraud or fraudulent misrepresentation.

**22. GENERAL**

- 22.1 Any amendment or variation to the Purchase Order or General Terms must be in writing and signed by the parties and expressed to be such a variation.
- 22.2 No waiver by either Party of a breach of the General Terms by the other Party shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 22.3 The Purchase Order and General Terms are personal to the Supplier and the Supplier shall not without the prior written approval of the Company (such approval not to be unreasonably withheld) assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the General Terms.
- 22.4 Nothing in the General Terms shall create, or be deemed to create, a partnership, a joint venture, an agency, or other relationship of employer and employee between the parties and each Party has agreed to the General Terms as an independent contract.
- 22.5 If any provision of the General Terms is held by any competent authority to be invalid or unenforceable in whole or in part it shall, to the extent of such invalidity or unenforceability, be deemed severable, and the remaining provisions of the General Terms and the remainder of the provision in question shall not be affected thereby and shall continue in full force and effect.
- 22.6 Save as otherwise expressly provided in the General Terms, or where any provision is expressed to be for the benefit of a member of either Party's Group which is not a Party to the General Terms, no person other than the parties hereto shall be entitled to any rights as a result of the General Terms. The General Terms may be terminated, rescinded or varied in any way by the parties without the consent of any third party who may be expressly entitled to the benefit of any provision of the General Terms.
- 22.7 Any notice, request or other communication to be made under the General Terms shall be made in writing, sent by post to the address of the relevant Party set out in the General Terms and/or the Purchase Order and shall be deemed received on the fifth Business Day after posting.

**23. GOVERNING LAW**

These General Terms shall be governed by and construed in all respects in accordance with the laws of Hungary and the Parties agree to submit to the exclusive jurisdiction of the Hungarian courts (including for non-contractual disputes or claims).