

# **General Terms and Conditions**

## 1. Scope of application - Conclusion and Content of the Contract/Order

1.1. These General Terms and Conditions (hereinafter: **GTC**) aim to regulate the legal relationship between Gedeon Richter Chemical Works Public Limited Company (abbreviated name: Gedeon Richter Plc., registration number: 01-10-040944, registered office: H-1103 Budapest, Gyömrői út 19-21.) – hereinafter the **Client** -, and the entity selling goods or providing services to it, or submitting offers for the same (hereinafter the **Partner**) (Client and Partner hereinafter collectively the **Parties**), and contain the general terms of individual or framework-type supply contracts, contracts for services or works and orders between the Parties (hereinafter the Contract/Order). If the request for proposals or the Order is issued to the Partner on behalf and for the account of Gedeon Richter Plc., this GTC will also be applicable as appropriate, and Gedeon Richter Plc. is to be meant as the Client. The Client informs the Partner that the provisions of this GTC may deviate from the laws or the contractual practice applied formerly between the Parties.

No customs applied between the Parties based on agreement in their former business relationship, or practices established between them, or widely known and regularly applied practices in the same industry and between parties to similar contracts shall become a part of this Contract/Order.

1.2. The Client's request for proposals, including calls for tenders, shall be regarded as a call for proposals together with the contents of this GTC, and the Contract/Order shall constitute the acceptance of the proposal together with the contents of this GTC.

The GTC will only become a part of the Contract/Order if Gedeon Richter Plc. has made it possible for the Partner to familiarize itself with its contents, and the Partner has accepted it. It shall also be regarded as an acceptance if Gedeon Richter Plc. refers to the GTC in the Contract/Order sent by it via letter or email, and for Orders, if the Partner confirms the order via letter or email, without expressly objecting against the application of the GTC, or refers to the order of Gedeon Richter Plc. in the issued invoice.

The Client hereby excludes the application of the Partner's general terms and conditions vis-à-vis the Client. They will not be binding upon the Client, even if it has not expressly rejected them, if their contents are not expressly contradictory to this GTC, or if they contain contradictory provisions on additional or unsubstantial matters. If the Partner has confirmed or performed the order, this provision shall be regarded as accepted.

If the provisions of the GTC and the Contract/Order deviate from each other, the provisions of the Contract/Order shall prevail.

1.3. The Partner shall submit its offer upon the Client's request for proposals in writing, without charging any extra costs for the offer. Unless agreed otherwise, the offer must be submitted in the format and manner indicated by the Client, with all required data.

1.4. The Contract/Order shall be made as of the acceptance of the Partner's offer, the conclusion of the contract or the Order sent upon the offer. The Partner shall send an Order confirmation by the deadline specified in the Contract or Order, or if no deadline for confirmation is set, within three (3) working days. After expiry of the three (3) working days available for confirmation, the Client will regard the Order as confirmed. With the Partner's Order confirmation or the expiry of the three (3) working days, the Contract will also be regarded as concluded if the order deviates from the Partner's offer on substantial matters. The Partner reiterates, by the confirmation, that the contents of the Contract/Order are subject to the provisions of the Order and the GTC, and any terms contained in the Partner's offer will only be applicable to the extent that they do not contradict the order and the GTC. The Partner acknowledges that these provisions are also applicable, as appropriate, if the Partner fulfils the order without confirmation.

1.5. The Client excludes liability for any order or modification of order placed by any person other than its representative authorised to do so in writing.

## 2. Performance - General provisions

2.1. The Partner warrants that it has practical experience in the supply of goods and the provision of services subject to the Contract/Order, it meets the personal, material and legal conditions for the performance of the Contract/Order, and agrees to maintain them for the entire duration of the Contract/Order.

2.2. The Partner warrants that no third party has any right over the goods supplied or the services provided by it that would prevent or restrict the Client in acquiring the related rights.

2.3. The Partner, its employees and persons involved in performance, and their vehicles may only enter the Client's premises with the appropriate permits. When entering the Client's premises, the Partner, its employees and persons involved in performance are required to observe the rules established by the Client for its own premises. The Partner will be liable for ensuring that its employees and persons involved in performance familiarise themselves with the rules and observe them.

2.4. In the case of a force majeure, the Client shall be relieved from the obligation to take over the ordered goods or services. The Parties regard such circumstances as a force majeure which arise after conclusion of the contract due to extraordinary, unforeseeable events that are insurmountable for both Parties (earthquake, floods, war, archeological findings etc.). These events are to be regarded as circumstances beyond the Parties' control, and if they render performance impossible, they relieve the Parties from the fulfilment of their contractual obligations provided that the circumstances concerned have arisen after the signing of the Contract/Order, or before the signing of the Contract/Order but their consequences, which hinder or delay the performance of the Contract/Order, had not been foreseeable yet at the said time. If these events lead to a temporary hindrance to the performance of the Contract/Order, the Parties have to agree in a separate agreement that they maintain their legal relationship and modify the performance, deadlines, or terminate the Contract/Order by mutual agreement. In the case of a force majeure, the Partner is not entitled to any damages, and it may not claim consideration for the goods or services before performance. Unless otherwise agreed, the Partner shall provide for proper storage of the goods or the subject-matter of the services at its own cost and risk as long as the hindrance exists.

## **2/A Provisions on performance for supply of goods**

2/A/1. The provisions of this Section 2/A shall be applicable to Contracts/Orders on the supply of goods. They only apply to Contracts/Orders on services to the extent that the Partner supplies specific goods to the Client based on the Contract/Order, as a result of the service provided.

2/A/2. The Partner shall transport the goods of the quantity, quality and type determined in the Contract/Order by the set deadline, to the place of performance, and hand over all related specifications and any other documents referred to in the Contract/Order. After execution of the Contract/Order, the Client may propose to start negotiations with the Partner on any amendments to it (in particular on quantity and deadline).

Simultaneously with the handover/takeover of goods, the Partner shall provide the Client with the quality clearance, the reports, the manufacturing certificate and the documents containing the necessary information for the proper use, maintenance, repair of the goods (such as instructions for use, valid guarantee voucher). During transport, the Partner must meet the packaging requirements specified in law or by the Client, and apply packaging that ensures the integrity of the goods for the entire duration of loading and unloading.

2/A/3. The right of disposal over the goods delivered based on the Contract/Order and the risk of damage shall shift onto the Client upon takeover.

2/A/4. Before accepting performance, the Client is entitled to examine the quantity and quality of the goods by item or randomly. For the quantitative acceptance of the transport, the establishments made by the Client on the number of pieces, sizes, weights at the place of delivery shall be relevant.

The performance deadline means the date set in the Contract/Order by which the Partner is required to offer the goods to the Client for acceptance at the place of performance. The Partner may only perform in part, in advance or in surplus after consulting with the Client, based on the Client's prior written consent.

2/A/5. The Partner must deliver the ordered goods to the address specified in the Contract/Order (place of delivery).

2/A/6. The Client may refuse to take over any cash-on-delivery transport.

2/A/7. Delivery notes must be filled in properly, according to the Client's requirements. Even without any special requirement, the delivery note must contain the number of the Contract/Order/drawdown, the name and telephone number of the requesting party indicated in the Order, the description, article number, gross and net weight of the goods and the EKAER identifier if an EKAER notification obligation applies. One delivery note shall be attached to the goods. If the Partner fails to attach a delivery note, the Client is entitled to refuse the takeover of the goods, and return the goods at the Partner's risk and cost.

## **2/B Provisions on performance for services**

2/B/1. The Partner shall provide the service contractually, at the highest possible standard, fully complying with the effective laws, standards, official and local requirements valid at the Client, which are applicable at the place of performance, in accordance with the Contract/Order.

The Partner undertakes, with full liability, to handle and fulfil its obligations under the Contract/Order with the expertise and care that can be expected from a company with significant professional and operational experience, to the best of its knowledge, with the greatest diligence, with due consideration to the Client's professional and economic aspects, in accordance with the Hungarian laws and standards, as well as the relevant professional and regulatory requirements and customs.

The Partner shall be liable for the due fulfilment of all of its obligations undertaken in the Contract/Order, and it shall also bear responsibility for the suitability and quality of the tools, methods, techniques, technologies, orders, procedures applied, the materials, devices, equipment and services used, regardless of whether they were applied, used or installed by itself or by a subcontractor or any other third party designated by the Partner.

2/B/2. The Partner is required to exercise the actual control over the operations carried out by the Partner at the Client's premises, and it shall be liable for the place where the work is performed.

2/B/3. The Partner shall issue a certificate of performance of the service completed, and have it signed by the Client's representatives who are authorised to certify performance. The certificate of performance shall contain the number of Order/Contract/drawdown, the name and telephone number of the requesting party, the subject-matter, time or duration of the service, the actually performed service volumes, and the price.

2/B/4. Unless otherwise agreed, the place of performance shall be the Client's registered address. In the course of performing the Contract/Order, the Partner shall meet the statutory and official requirements, as well as the general, environmental protection, safety, GMP requirements prescribed and provided by the Client attached to the Contract/Order.

## **3. Liquidated damages**

If the Partner fails to perform the Contract/Order or performs it in a way that is contrary to the Contract for a reason attributable to the Partner (including but not limited to delay, defective performance, cancellation, failure), it shall pay liquidated damages.

The obligation to pay liquidated damages will be calculated based on the price of the goods or services affected by the delayed or defective performance of the Contract/Order or the failure of the Contract/Order, and the rate is 1% of the net value per day. The total amount of liquidated damages may not exceed 20% of the net value.

### **3.1. Delay**

The liquidated damages for delay shall become due when the delay ends or the liquidated damages reach the set maximum amount.

### **3.2. Defective performance**

3.2.1. The Partner warrants and guarantees to the Client that it will perform in accordance with the Contract, which means that, at the time of performance, the goods or services

- meet the terms of the Contract/Order, the laws and the official requirements;
- are fit for the purpose for which they were produced and sold, for which the Client will use the goods, and also for the special purposes of which the Partner knows or should know;
- are free from any defects (including both manifest and hidden defects);
- are free from any third-party claims or rights.

Unless provided otherwise, the Partner shall provide a 12-month guarantee and the statutory warranty except where a longer guarantee/warranty period is prescribed by the law, in which case this longer statutory period shall apply.

3.2.2. The Client is entitled to examine and object to any quality defect, whether hidden or manifest, at any time before the end of the limitation period defined under Section 3.2.1.

3.2.3. In the case of defective performance, the Client may, at its option, request repair or replacement, or if the Partner does not agree to provide for repair or replacement, or the Client is no longer interested in repair or replacement (especially in cases of prolonged quality complaint procedures), it is entitled to repair the defects or have them repaired at the Partner's cost, or rescind the contract. In the case of rescission or termination, the Client is entitled to procure the defectively delivered goods or defective services from a third party, at the Partner's cost and risk, by means of a hedging transaction. The Client is further entitled to return any defective goods at the Partner's cost and risk, while the Partner is required to reimburse the price of the goods to the Client.

3.2.4. In case of defective performance, the rules on the Partner's delay shall be applicable, as appropriate, including the obligation to pay liquidated damages, until the actual performance. In the case of defective performance, the liquidated damages shall become due upon the communication of the Client's objection to the Partner.

The Client reserves the right to exercise its warranty rights in addition to claiming liquidated damages for defective performance.

3.2.5. The Partner shall be liable for damages arising from any third-party claims made against the Client arising from or related to the violation of warranty rights.

### **3.3. Failure**

The Client may claim liquidated damages for failure if the partial or total failure to perform or the impossibility of performance is attributable to the Partner [if the Partner cannot (nullification) or does not want to (refusal of performance) perform at all, for any reason], or if the Client exercises its rescission or termination right due to an action or non-action attributable to the Partner. The liquidated damages for failure shall become due when the Client gains knowledge of the failure.

If the Partner performs late, and the delay lasts for over thirty (30) days, the Client will be entitled to rescind the Contract/Order regarding the goods or services affected by the delay, in addition to claiming liquidated damages for failure.

### **3.4. Breach of contract, rescission, termination, notices**

3.4.1. The Client shall be entitled to rescind the Contract/Order, or terminate it with immediate effect if

- the Partner gravely or repeatedly violates its obligations arising from the Contract/Order or the GTC, or fails to fulfil its obligations even by the set extended deadline; or
- the Partner exercises its rights or fulfils its obligations related to the Contract/Order in violation of the requirements of good faith and fairness, due to which the Client cannot be expected to maintain the legal relationship any longer;
- if a liquidation procedure has been initiated against the Partner, the Partner's competent body decides on voluntary liquidation or the submission of a request for bankruptcy proceedings, or the Partner becomes insolvent for any other reason.

3.4.2. The Partner may only rescind the Contract/Order, or terminate it with immediate effect, on grounds of the Client's payment delay if it has demanded payment from the Client in writing, allowing an extension of at least thirty (30) days, and this extended deadline has passed without any result.

3.4.3. The Partner shall immediately notify the Client in writing of any circumstance that prevents or endangers the timely fulfilment of the obligations specified in the Order/Contract, or results in an unreasonable cost increase. Any damage arising from the failure to send such a notice shall be borne by the Partner.

### **3.5. Damages**

3.5.1. The Partner shall be liable for any damage caused or brought about by its breach of contract, or in tort, according to the relevant rules of Act V of 2013 on Civil Code. The Partner shall also indemnify the Client for all third-party claims resulting from the Partner's breach of contract.

## **4. Invoicing and payment terms**

4.1 The Partner is entitled to claim the fee specified in the Contract/Order, which comprises all costs and charges related to contractual performance.

4.2 The currency of the invoice shall be the currency indicated in the Contract/Order.

4.3. Unless otherwise agreed, the Client shall pay the price of the goods delivered or the services provided within thirty (30) days from receipt of an invoice issued after the acceptance of the contractual performance that complies with all formal and substantive requirements, via bank transfer. The Client will only regard an invoice delivered if received at the address indicated in the Order/Contract, via post. If the Client objects against a submitted invoice, it must return the invoice to the Partner within ten (10) working days. In such a case, the deadline for the transfer must be calculated from the receipt of the corrected invoice.

The Parties will regard the day when the Client's account is debited as the date of payment. If the last day of the payment deadline is a public holiday or a bank holiday, the Client shall be entitled to make the payment on the following working day.

4.4. The Partner shall indicate, in the submitted invoice, the Contract/Order number and the name of the Client's administrator, and attach a delivery note and/or a certificate of performance confirmed by the Client.

4.5. No claims against the Client arising from the Contract/Order may be assigned to a third party, or be subject to a lien or factoring unless with the Client's prior written consent.

## **5. Publication, amendments**

5.1. The Client will publish this GTC on its website or hand it over to the Partner upon the conclusion of the Contract/Order.

5.2. The Client may, at all times, amend the GTC unilaterally. The amendment to the GTC shall be effective as of the calendar day following the publication of the Hungarian version of the amended GTC on the above-mentioned website, and it shall not affect any Contracts/Orders made before the effective date. If the GTC is amended, the Client will publish the different text versions as effective at different times, indicating their effective dates.

## **6. Subcontractors**

6.1. At the Client's request, the Partner shall inform the Client of any subcontractor it intends to involve into the performance. The Client reserves the right to exclude the involvement of or object against certain subcontractors. The Client will not be obliged to accept the performance by any third party used without authorisation. Notwithstanding the involvement of any subcontractors, the Partner will remain fully and directly responsible for the performance of the Contract/Order.

## **7. Confidentiality**

7.1. Since the Partner receives or may receive, during the preparation, negotiations and conclusion of the Contract/Order, both as intended and indirectly, certain information pertaining strictly to the Client's scope of interest, regardless of its format (in particular tactics and strategy, technologies and other manufacturing details, capacities, business plans, contractual relationships, business procedures, the degree of organisation and other circumstances of operation etc.) which, when disclosed to the public or accessed or used by unauthorised persons, could influence the Client's general judgement and market position, compromise or endanger the Client's legitimate financial, economic or market interests, and whose confidentiality is in the Client's reasonable interest, the Partner agrees to regard and treat all information created orally or in writing that it learns during its cooperation and relationship with the Client as trade secrets (hereinafter the "Trade Secret"). The Partner shall also enforce this obligation against or regarding any subcontractor, and ensure that they also observe it. Any information created in writing shall be regarded and treated as a Trade Secret regardless of whether any Party places any text on it that refers to such qualification.

7.2. The Partner shall treat the Trade Secret strictly confidentially, and may only use it in connection with the negotiations between the Parties, and for the conclusion and implementation of the agreements (with subcontractors, authorities etc.) that may be necessary for performance. Apart from that, and generally speaking, the Partner may only disclose the Trade Secret to the public and/or to any third party with the Client's prior written consent.

7.3. The Partner accepts that if the Partner obtains the Trade Secret unlawfully, or processes or uses an otherwise lawfully obtained Trade Secret in a way that does not comply with these rules, or makes it available or discloses it to the public without the Client's permission, it shall bear full and unlimited civil and criminal liability for the breach of the confidentiality obligations set out in this Section.

7.4. The Client may grant its consent in written for the Partner to refer to the completion of tasks under the Contract/Order in professional publications or to mention it as a reference work, with particular regard to Section 7 concerning details and content aspects. The Partner accepts that this consent by the Client may not be construed as an exemption from the obligation to keep Trade Secrets.

7.5. The Partner's confidentiality obligation shall survive the termination of the Contract/Order, and remain effective for seven (7) years afterwards. The Partner shall fully comply with and ensure compliance with the rules specified in Section 7.

## **8. Personal data protection**

8.1. The Partner declares that it processes the personal data obtained from the Client in the course of the conclusion and fulfilment of and in connection with the Contract/Order in accordance with the applicable legislation. The Partner undertakes to take the necessary technical and organizational measures in order to ensure the protection of personal data, and to prevent data from unauthorized access.

8.2. The Parties acknowledge that personal data (e.g. name, contact details, position and organizational unit) of the other Party's employees or other persons acting on behalf of such Party (data subject) obtained during, and in connection with the conclusion and fulfilment of the Contract/Order, in particular for the purposes of the settlement, instruction, control over the fulfilment and communication are processed on legitimate interest basis. The Parties acknowledge that they both have lawful business interest to process the personal data of the above data subjects for the above purposes, where the data processing is necessary to establish the Contract/Order and to fulfil the rights and obligations of the Parties under the Contract/Order. The Partner independently shall ensure that the data subjects acting on behalf of the Partner are informed about the above data processing, and the legal basis of the above data processing and the data transfer to the Client is established, furthermore it will carry out any other data processing activity lawfully.

8.3. In order to fulfil the tax and accounting obligations under the applicable legal regulations, the Parties are entitled to process the personal data of the other Party's data subjects in accordance with such legal regulations. Each Party independently shall ensure that data subjects acting on behalf of them are informed about the data processing carried out for this purpose and on this legal basis.

8.4. If the performance of the Contract/Order requires the definition of the data processing circumstances, tasks, status and responsibilities connected to the data processing of third party natural persons other than the data subjects mentioned above, the Parties shall establish a separate written agreement for this other data processing. In such case, the Parties are not allowed to start any data processing activity as long as they do not conclude the relevant agreement.

## **9. Contact details and Contacts**

9.1. The Parties expressly authorise their designated contact persons to maintain contact and make legal statements related to the preparation and performance of the Contract/Order. Each Party shall send all notices and information related to the Contract/Order in writing, via letter or courier to the designated contact person, addressed to the other Party's registered office, unless provided otherwise.

Notices posted as registered mail with the acknowledgement of receipt shall be regarded as delivered on the 10<sup>th</sup> (tenth) working day following attempted delivery if, according to the return receipt, delivery was unsuccessful because the addressee is unknown, has moved to an unknown place, or the document has been returned to the sender with the indication "not sought for". If the addressee refuses to take delivery, the presumption of delivery will apply upon refusal.

The Parties shall cooperate in the course of performing the Contract/Order, and promptly notify each other of all substantial data, facts or circumstances arising in their scopes of interest which affect the performance of the Contract/Order.

9.2. Any claims arising from the Contract/Order which the Partner has not enforced in the settlement or handover-takeover completed by the Parties upon termination of the Contract/Order shall be regarded as waived by the Partner. Such claims may not be enforced subsequently unless the Partner has expressly reserved this right in writing.

## **10. Liability insurance**

10.1. In the case of services, the Partner shall take out and maintain, for the duration of the Contract/Order, a liability insurance with a minimum coverage corresponding to the amount specified in the Contract/Order. The Partner shall present the insurance policy and the document verifying the payment of the insurance premium upon the Client's request, and hand over copies to the Client, on demand.

**11. Governing law, dispute resolution**

11.1. Unless expressly agreed otherwise in writing, the Hungarian substantive and procedural law shall be governing for the legal relationship between the Parties. The Parties shall attempt to resolve their legal disputes arising from the Contract/Order amicably, primarily by way of personal negotiations. Should this prove unsuccessful, the court with competence and jurisdiction based on Act CXXX of 2016 on Civil Procedure shall settle the dispute.

11.2. If the Partner could not become aware of the relevant documents referred to in this GTC via the access route provided, it may request supply of the documents in writing, stating the reason for hindrances. If the Partner fails to do so, it may not rely on the lack of knowledge of these requirements.