

## General Terms and Conditions

Unless otherwise stipulated by the contracting parties, in all cases where **Coca-Cola HBC Magyarország Kft.** (head office: 2330 Dunaharaszti, Némedi út 104, corporate registration number: 13-09-067506, tax number: 10886861-2-44, EU tax number: HU10886861, hereinafter referred to as: "CCHBC") gets into an ordering or buying position, the provisions of the following General Terms and Conditions (hereinafter referred to as: GT&C) shall apply to the relationship between the contracting parties, including without limitation, among other things, offers requested by CCHBC or made to CCHBC without a request, and orders placed by CCHBC and the fulfilment thereof, as well as the payment of the counter-value.

By virtue of the above, unless otherwise agreed by the contracting parties, the provisions of the GT&C shall apply to all relations whereby someone manufactures, sells, or supplies any product or renders any service to CCHBC. Wherever the GT&C mentions the term „Goods”, the word „Goods” shall mean the manufacturing, the sale, and the supply of products, or the rendering of services, as well. Any party entering into any of the above-mentioned contractual relationships with CCHBC shall be hereinafter uniformly named in the GT&C as „Partner”.

If the contracting parties also conclude a separate agreement in respect of their specific legal relationship in addition to the GT&C, and they regulate certain issues in such agreement differently from the GT&C, then such separate agreement of the contracting parties shall prevail in respect of the specific legal relationship.

### **1. The Offer:**

- 1.1 CCHBC may invite the Partner to make an offer within the framework of or independently from the contractual relations of the contracting parties.
- 1.2 The Partner is obliged to make his offer in accordance with the aspects set forth in the relevant request for offer, including the tender invitation, as well. In case of any deviations from that, a relevant reference must be explicitly indicated in his offer.
- 1.3 Unless a different deadline is stipulated by CCHBC in the request for offer or in the tender invitation, the offer shall be binding on the Partner for a period of thirty (30) days as of the notification of CCHBC of the offer.
- 1.4 Making an offer – irrespective of whether it is made upon or without request, upon initiation by the Partner – shall imply no ordering obligation by CCHBC, and shall not entitle the offering party to lay a claim for any counter-service from CCHBC on the basis of the offer made.
- 1.5 Even when an offer is accepted, CCHBC shall in all cases place its order in writing.

### **2. Ordering and Samples:**

- 2.1 CCHBC shall in all cases send the orders to the Partner in a printed form especially used for this purpose, supplied with an individual order number (PO).
- 2.2 The Partner is obliged to acknowledge the orders to CCHBC in writing, within two (2) working days from receipt thereof. Should the Partner fail to meet such deadline, the order shall be deemed to be accepted by the Partner with the same contents as those of the order sent.
- 2.3 The order shall at least contain the following data:
  - a) Order number,
  - b) Reference to the individual contract if such has been concluded by and between the parties,
  - c) Description of the ordered Goods, with reference to the specification,
  - d) The ordered quantities,
  - e) The counter-value of the Goods,
  - f) The requested deadline for fulfilment,
  - g) The place of fulfilment.
- 2.4 The specified order and its written acknowledgment jointly represent the individual contract, under the terms and conditions laid down in the GT&C and/or in the individual agreement.

- 2.5 If fulfilment is carried out in several instalments, or if a part of the Goods ordered and manufactured through one order are stored by the Partner in his own warehouse, the calls for the delivery of such products are made by CCHBC also in writing.
- 2.6 In the event that the Goods in question also contain any graphic element, such graphic element specified by CCHBC or mutually accepted by the parties may be modified exclusively with prior written consent by CCHBC.
- 2.7 In case of printed Goods, the Partner shall prepare a colour and print sample (cromalin) on the basis of the graphics sent by CCHBC on a CD / by e-mail, prior to the production of the new Goods, and shall forward such samples to CCHBC in at least two (2) copies prior to the production, until the date specified by the representative of CCHBC. CCHBC shall check the cromalin, and if accepted, one (1) copy accepted and signed by CCHBC shall be given to the Partner. In the event that it becomes necessary to modify the accepted graphics, CCHBC shall notify the Partner of this fact in writing, and the Partner shall carry out the required modifications within twenty-four (24) hours from receipt of the notification.
- The Partner shall elaborate a colour range established jointly with CCHBC, and provide it to CCHBC with a view to the acceptance and the production of the jointly established limit values. The colour range serves the purpose of the checking and the acceptance of the correct colours of the labels.
- 2.8 The samples and test materials provided by the Partner to CCHBC prior to the fulfilment, or during the period of the contractual relationship between the parties, are free of charge and exempt from the obligation of returning. If the Partner provides a sample to CCHBC prior to the fulfilment, the production as well as the fulfilment may be started upon the acceptance of the sample by CCHBC, and on the basis of the accepted sample.
- 2.9 The samples and/or test materials provided by the Partner to CCHBC prior to the fulfilment, or during the period of the contractual relationship between the parties, may be freely used by CCHBC upon receipt thereof, and the Partner shall not be entitled to lay any demand or claim in relation to the usage of the provided samples and/or test materials by CCHBC and/or any third party, irrespective of the form and the extent of such usage. In the event that any samples and/or test materials provided by the Partner are protected by law in any respect, the Partner shall fully notify CCHBC of this fact prior to the provision of such samples and/or test materials, and the Partner shall have direct and unlimited liability to CCHBC and/or any third party for any and all damages arising from failure to do so.
- 2.10 CCHBC may cancel the order within ten (10) days from placement thereof, however, it is obliged to take over from the Partner any Goods already manufactured and/or purchased prior to receipt, by the Partner, of the cancellation. Even in this case, however, the Partner may not demand the reimbursement of his planning, technical, development-related as well as general or single-purpose-tool related costs, except where the given items were priced separately in the price quotation accepted by CCHBC.
- 2.11 In order to cover any contract-related losses and risks, the Partner shall effect, at his own costs, an overall liability insurance, satisfactory to CCHBC, in conformity with the contractual value, and shall maintain such insurance as long as his contractual liability to CCHBC exists. The Partner shall provide CCHBC with the documents verifying the insurance no later than upon the entry into effect of the agreement. The Partner may not cancel or fail to extend or materially modify the above-mentioned insurance coverage without prior written notice given to CCHBC thirty (30) days beforehand.
- In the event of termination of the insurance coverage, or any material modification thereof which is disadvantageous to CCHBC, CCHBC may demand from the Partner the granting of further security under the provisions of the Civil Code of Hungary.

### **3. General Obligations of the Partner:**

- 3.1 The Partner shall provide, at his own costs, the instruments, materials and other items required for fulfilment, including the uniforms, and working and protective clothes of the employees participating in the fulfilment. The Partner shall ensure, also at his own costs, that the above-mentioned items are in a condition required for contractual fulfilment at all times throughout the whole period of the contract, and shall provide for their replacement if necessary.

- 3.2 In case of rendering services, the fulfilment shall be entered into a fulfilment sheet, which is to be kept by the Partner, and the fulfilment shall be certified by counter-signing by the representative of CCHBC. The fulfilment sheet so filled in and certified shall form the basis for invoicing.
- 3.3 In case of rendering a service, one (1) copy of the fulfilment sheet duly signed by the representative of CCHBC, and in any other cases, one (1) copy of another document duly signed by the representative of CCHBC, certifying the actual fulfilment (for example, a delivery note or a freight-bill, etc.) shall at all times be attached to the printed invoice. The invoice, as regards both its form and its contents, shall at all times be in full compliance with the relevant provisions of the applicable law, and in case there is a separate written agreement, also with the payment conditions set forth therein, and all other appendices required, if any, shall also be attached to the invoice.
- 3.4 The Partner shall fulfil his contractual obligation in accordance with the business activity of CCHBC and, in the event of fulfilment at a place of business, in accordance with the working order effective at the place of fulfilment. In case of cooperation of more than one partner, those taking part in the fulfilment of the contract are obliged to coordinate their activities.
- 3.5 The Partner is obliged to observe and cause to be observed the labour, fire, environment protection and operational safety prescriptions valid at the place of fulfilment, together with the Procurement Guidelines of CCHBC. These shall form an inseparable part of the GT&C and also the separate written agreement, if any. The Partner is also obliged to observe and cause to be observed any other similar requirements and provisions prescribed by law or other regulations, applicable to the activities carried out by the Partner. All the above shall be introduced by the Partner to his employees, sub-contractors, and any third parties, participating in the fulfilment, and the Partner shall make them certify the performance of the introduction in writing. The Partner is obliged to investigate any eventual accidents at work or other events of damage, also involving the representative of CCHBC if CCHBC is directly concerned in any respect, and draw up a record of such cases at all times. One copy of the record shall at all times be provided to CCHBC.
- The above-mentioned rules shall be duly applied also in the event that any authority institutes an investigation or procedure against the Partner, which may also affect, even if indirectly, the fulfilment of the Partner's obligations to CCHBC.
- The Partner shall have direct and unlimited liability to both CCHBC and any aggrieved third parties for any and all damages arising from failure of the above-mentioned obligations.
- 3.6 CCHBC will not undertake separate safeguarding of the things taken by the Partner, including his employees, sub-contractors, and any other persons participating in the fulfilment, to CCHBC's place of business in connection with the fulfilment, and CCHBC will not assume liability for any damages to the said things, with the exceptions of the cases listed in Section 6:152 § of the Civil Code of Hungary.
- 3.7 Within the scope of the fulfilment, the Partner may exclusively employ employees who fully comply with the requirements prescribed by the applicable labour law and other statutes. This rule shall prevail also with regard to any and all legal entities and natural persons engaged outside of employment relationship. The Partner shall have direct and unlimited liability to both CCHBC and the authorities for the fact that the persons and organisations employed or engaged by him either in employment or any other legal relationship within the scope of the fulfilment, are in full compliance with all provisions and requirements prescribed by the applicable Hungarian labour law and other regulations pertaining to their employment or engagement.
- If the nature of a task to be performed so requires, the persons, organisations, and instruments employed or engaged by the Partner under any legal title shall fully comply with the provisions prescribed by law with regard to certain food hygienic conditions of the production and marketing of food products and the regulatory inspection of food products (currently 68/2007. (VII. 26.) FVM-EüM-SZMM e. r.), including the requirement that the examinations and/or permits or licences prescribed therein have been taken and/or obtained. The Partner shall also have direct and unlimited liability to both CCHBC and the authorities for the fulfilment of the above-mentioned obligation.
- 3.8 By entering into a contractual relationship with CCHBC, the Partner represents and warrants that (i) he is entitled and authorized to carry out the activities under the contract, (ii) the Goods delivered and the services rendered to CCHBC are in full compliance with all relevant provisions prescribed by law and all relevant standards applicable in Hungary, and that all official permits

and licences required for the distribution thereof have been obtained, and (iii) the procedures and technologies applied by the Partner in the course of the fulfilment, as well as the materials and instruments provided and used by the Partner in the course of the fulfilment, are in full compliance with all relevant provisions prescribed by law and all relevant standards applicable in Hungary, and that all official permits and licences required for the use thereof, if any, have been obtained by the Partner.

In the course of the fulfilment, the Partner may exclusively use materials, technologies, etc., the usage of which is not contradictory to CCHBC's business activities pursued at the given place of business (food production, warehousing, commercial sales).

If the fulfilment (may) in any respect affect(s) industrial property rights, or copyright, and neighbouring rights, the Partner shall assume unlimited warranty for the fact that the Partner has not breached any industrial property rights, copyright, and neighbouring rights of any third party in respect of the Goods manufactured and/or sold to CCHBC by the Partner in the course of the fulfilment. The Partner shall also assume unlimited warranty for the fact that no third party has any rights over the given Goods, which would prevent, restrict, or render it impossible for CCHBC to acquire ownership and/or to exercise its right of use without limitations. The Partner also warrants that he has obtained authorization and consent of all the third parties whose intellectual works, copyright works, registered trade marks, etc., are affected by the fulfilment in any respect. The Partner agrees to immediately provide CCHBC, upon CCHBC's request, with all documents that are required for the certification of CCHBC's lawful procedure.

The Partner shall immediately and fully exempt CCHBC from any and all claims, damages, and costs, including any reasonable costs incurred within the scope of legal representation, which arise from the fact that the Partner manufactured and/or sold, upon CCHBC's order, Goods which breach any industrial property right, copyright, or neighbouring right of any third party. CCHBC is obliged to notify the Partner of any and all claims enforced against CCHBC, within a reasonable period of time with regard to the circumstances. The Partner is entitled to proceed in his own protection in connection with the claim. CCHBC may, at its own discretion, provide support reasonably required by the Partner in respect of the settlement of claims, and raising complaints against claims, as well as mitigating damages.

- 3.9 The Partner is entitled to employ a sub-contractor only if this has been reported to CCHBC previously by providing CCHBC with the data suitable for identifying the sub-contractor, and CCHBC has not raised any objections to the employment of the sub-contractor in question within ten (10) days from the date of report.

#### **4. Fulfilment, Documentation, Qualitative and Quantitative Inspection:**

- 4.1 The place of fulfilment shall be the place (of business) indicated in the order by CCHBC. If the fulfilment is carried out partly or in full by the delivery of the Goods, the article shall be delivered to the representative of CCHBC, together with the documents accompanying the Goods that are required for the control and/or verification of contractual fulfilment, at the place (of business) indicated in the order by CCHBC. The Partner is obliged to enclose a quality certificate in each consignment.

Should the Partner deliver the Goods with deficient documents, CCHBC shall have a right to refuse to receive such Goods, but may also choose to store them at the Partner's costs and risk. In such case the rules on responsible safeguarding shall apply, provided that, even in such case, CCHBC is entitled to inspect the contents and the condition of the consignment.

- 4.2 CCHBC is entitled to modify the place of fulfilment no later than one (1) working day prior to the fulfilment deadline. CCHBC shall reimburse to the Partner any reasonable and verified additional costs incurred by the Partner in relation thereto.
- 4.3 CCHBC shall acknowledge reception of the Goods by signing and stamping the delivery note or the freight-bill. Ownership of the Goods shall pass to CCHBC upon delivery.
- 4.4 Qualitative and quantitative inspection of the Goods shall also be carried out at the place of fulfilment, as to which the provisions of the Civil Code of Hungary shall prevail. The inspection shall be primarily aimed at missing items and the visible faults of the Goods. If the quantitative deficiencies or qualitative faults are observed by CCHBC only later (so-called hidden faults),

CCHBC shall notify the Partner of such hidden faults within five (5) working days from their detection.

- 4.5 In case of mass goods, a deviation of +/- one (1) percent from the quantity of Goods specified in the order shall be allowed.
- 4.6 In the event that the Partner stores, upon CCHBC's request, the Goods stock ordered but not yet accepted by CCHBC at his own finished-goods warehouse, the costs and risk of storing shall be assumed by the Partner until the Goods are delivered by the Partner to CCHBC in accordance with the call by CCHBC. Such storage of the Goods may not exceed sixty (60) days from the starting day of storing upon CCHBC's order. Beyond the period of sixty (60) days, the rules of responsible safeguarding shall apply to such warehouse stock.
- 4.7 The Partner is obliged to provide CCHBC with all documents in Hungarian language that are required for the use of the Goods.

## **5. Fulfilment Deadline:**

- 5.1 Unless otherwise agreed by the parties, the fulfilment deadline shall be the deadline indicated in CCHBC's order, except where the fulfilment is carried out on a continuous basis during the period specified in the contract, as a result of the nature of the contractual relationship.
- 5.2 If the Partner is unable to fulfil on the fulfilment deadline date, he is obliged to notify CCHBC of this fact without delay, and, at the same time, specify an additional fulfilment deadline date.
- 5.3 The Partner may fulfil on a date other than the fulfilment deadline date or the additional fulfilment deadline date specified by him and accepted by CCHBC only with CCHBC's prior consent. This rule shall apply to partial fulfilment, as well. In the absence of prior consent by CCHBC, CCHBC is not obliged to accept fulfilment or partial fulfilment at a date other than the (additional) fulfilment deadline date.
- 5.4 The Partner shall notify CCHBC, without any delay, of any obstacles endangering fulfilment by the deadline, and the aversion thereof. The Partner is obliged to compensate CCHBC for any and all damages incurred by CCHBC due to failure or delay in notification.

## **6. Method of Packaging:**

- 6.1 The Partner is obliged to pack the Products on EUR pallets, properly fixed with bands, and secured against shifting, in compliance with the applicable safety, environmental, and other regulations and requirements, the commercial practice, and the relevant shipping regulations, in a manner that the Goods are properly protected until usage thereof (for 1 year at the maximum), whereby the Goods remain suitable to be used for their original purpose, with handling of the Goods under normal operational terms. The Partner is obliged to mark the Goods placed on each pallet according to their type. CCHBC is obliged to provide exchange pallets.

## **7. Guarantee, Delay, Erroneous Fulfilment and Legal Consequences:**

- 7.1 In case of qualitative and quantitative complaints in relation to contractual fulfilment, CCHBC is entitled to withhold a proportionate part of the purchase price or the fee until the Partner supplies the missing quantity, or fulfils his other guaranteed obligations to CCHBC.
- 7.2 In the event of missing the fulfilment deadline, including fulfilment in an unsuitable quality, the Partner is obliged to pay to CCHBC, in addition to the above, a default penalty of an amount equal to one (1) percent of the net purchase price/fee for each day of the delay. The obligation to pay such default penalty shall exist until the Partner supplies the missing quantity, or fulfils his other guaranteed obligations to CCHBC.
- 7.3 In the event of failure of fulfilment, the Partner is obliged to pay to CCHBC a failure penalty of an amount equal to twenty-five (25) percent of the net purchase price/fee.
- 7.4 If the Partner fails to fulfil by the fulfilment deadline, or fails to fulfil the required quantity and/or quality, and the additional deadline specified by him for the fulfilment, or the deadline specified for the supply of the missing quantity, or for eliminating the error, is not acceptable to CCHBC on the basis of well-founded economic reasons, CCHBC will be entitled to order the given Goods from a third party, in which case the Partner shall also be obliged to reimburse to CCHBC, in addition to the penalty as specified above, any extra costs incurred by CCHBC. The Partner may

not enforce any claim against CCHBC in relation to the refusal of fulfilment for the above-mentioned reason.

- 7.5 It shall not be considered a delay or failure of fulfilment if the fulfilment is delayed or failed due to an Act of God, i.e. events unforeseeable or unpreventable by the parties, for example, war, terror attack, etc. In such case, however, CCHBC is entitled to withdraw its order, or, if the period of the Act of God event exceeds thirty (30) days, rescind the contract.

#### **8. Fulfilled Quality:**

The Partner shall fulfil in compliance with the highest quality requirements and professional customs established in respect of the given Goods, as well as with the specification attached to the order. If prior to starting the fulfilment the Partner provides CCHBC with a sample of the given Goods, the Goods delivered upon the fulfilment must be in conformity in all respects with the sample provided earlier.

#### **9. Prices and Terms of Payment:**

- 9.1 The counter-value of the Goods (hereinafter referred to as: Price) and the discounts granted to CCHBC are included in a separate agreement of the parties. The Price shall include any and all costs incurred by the Partner in relation to the fulfilment, including without limitation: the costs of preparations, all tools required for the fulfilment (which shall be owned by CCHBC following their production), tool materials, packaging, and delivery to the place of fulfilment. Furthermore, the Price shall also include the environmental product fees incurred by the Partner in connection with the packaging materials used. The Partner is obliged to make a statement in respect of the payment thereof in each and every invoice of the Partner.
- 9.2 If the Price is not specified in Hungarian forints (i) but the payment is made in Hungarian forints, or (ii) the payment is not made in Hungarian forints, but the Price has to be converted into Hungarian forints in order to specify the VAT payable, then, in both cases, the Price shall be converted into Hungarian forints in accordance with the official exchange rate published by the National Bank of Hungary, valid on the date of the issuing of the invoice, or, if it was varying, then in accordance with the mean value thereof.
- 9.3 In the event that a change of at least ten (10) percent takes place in the market price of the raw materials of the Goods delivered by the Partner, or in the market price of the Goods, any of the parties shall be entitled to initiate negotiations with regard to the Prices and the discounts. In such case, the other party may not refuse the negotiations.
- 9.4 The Partner is entitled to submit his invoice containing the Price, addressed to the Financial Department at the registered office of CCHBC, following the last working day of the month of the certified fulfilment, and is obliged to do so no later than within three (3) months therefrom. The invoice, in terms of both content and form, shall be in full compliance with all requirements pertaining to invoices, prescribed by law applicable on the date of the issuing of the invoice, furthermore, the order (PO) number of CCHBC shall be indicated in the invoice (if more than one PO is related to the invoice, then all shall be indicated), and, if necessary, the invoice shall also contain the declaration regarding the payment of the environmental product fee. The relevant fulfilment certificate, delivery note, freight-bill, etc., signed by CCHBC shall also be attached to the invoice.
- 9.5 The counter-value of the invoice issued by the Partner in full compliance with the requirements as specified above, and supplied with the required annexes, shall be paid by CCHBC, also with regard to clause 9.6 herein, by bank transfer to the Partner's bank account indicated in the invoice, within sixty (60) days from receipt of the invoice. In the event that the Partner's bank account number is changed, the Partner shall immediately notify CCHBC thereof by a letter sent to the registered office of CCHBC or by e-mail to [beszerzes.mo@cchellenic.com](mailto:beszerzes.mo@cchellenic.com). If, in accordance with a separate agreement of the parties, the starting day of the payment deadline is not the day following the receipt of the invoice by CCHBC, CCHBC must receive the invoice no later than twenty (20) days prior to the expiry of the payment deadline. In absence of that, the payment deadline shall be extended by the period of the delay. If the starting day of the payment deadline is the date of the issuing of the invoice, the date of the issuing of the invoice may not be earlier than the date of fulfilment. The starting day of the payment deadline in respect of any

invoice issued at a different, earlier date shall be the date of fulfilment. The above-mentioned rules regarding the submitting of the invoices shall be duly applied in this case, as well.

- 9.6 In the event that an invoice issued and submitted by the Partner to CCHBC is not in compliance with the requirements set forth in GT&C, especially but not limited to those set forth in this clause 9 and in the separate written agreement, for whatever reason, especially if the invoice is not issued in a printed form, or if the payment conditions indicated in the invoice are different from those set out in the contract, and also if CCHBC's PO number is not indicated in the invoice, or if the fulfilment certificate is not attached to the invoice, then CCHBC shall have a right to return such defective or incomplete invoice to the Partner. If CCHBC chooses to exercise its right to return such invoice to the Partner, the payment deadline shall be counted from receipt, by CCHBC, of the invoice reissued in full compliance with the provisions of the contract.
- 9.7 In case of default in payment, the Partner is entitled to charge a default interest pursuant to the provisions of the Civil Code of Hungary.
- 9.8 The parties agree and the Partner acknowledges and expressly accepts the fact that any and all payments by CCHBC under the contract shall be effected by bank transfer by Coca-Cola HBC Finance B.V. (registered office: Naritaweg 165, 1043 BW Amsterdam, Holland, registration number: 34154633), belonging to CCHBC's company group, instead of, for and on behalf of CCHBC. In the additional information section of the bank transfer statements it shall be indicated, in addition to reference to the relevant invoice(s), that the bank transfer is made instead of and on behalf of CCHBC. The parties agree that such manner of performance of CCHBC's payment obligation is only of technical nature and it shall not create any legal relationship between the Partner and Coca-Cola HBC Finance B.V., and the Partner may and shall enforce any possible claim arising in connection with the performance of CCHBC's payment obligation, against CCHBC.

CCHBC shall be entitled to unilaterally change, for the future, the rules of payment as detailed above, in accordance with its internal rules and regulations, at any time, by replacing Coca-Cola HBC Finance B.V. by another party as the payer, including the case that CCHBC itself shall effect the payments directly. CCHBC shall notify the Partner of such change in writing. Such change shall take effect, in regard of the Partner, upon delivery of such written notice.

## **10. Confidentiality, Restrictions:**

- 10.1 The Partner agrees and accepts that the contract concluded by and between the parties, and all documents and information in connection with the said contract, as well as all data and information obtained by the Partner about CCHBC and its business partners and their activities in the course of or in connection with the fulfilling of the contract, shall be considered as business secrets, which may not be disclosed by the Partner to any third parties, or may not be made public in any other manner, and may only be used by the Partner, in excess to the fulfilment of his obligations deriving from the contract, with CCHBC's the prior written consent. Data and information lawfully published by CCHBC, or its member, or employee, or any authorized persons or organizations, shall not be qualified as business secrets.

The obligation of confidentiality shall also apply to the Partner's employees and sub-contractors, as well as any third persons whose cooperation is used by the Partner in relation to the fulfilment. It is the Partner's obligation to have the above persons acquainted with and accept the confidentiality provisions of the GT&C, and the Partner shall ensure that such provisions are duly observed by the above persons.

For the sake of avoiding any doubt, the parties declare that disclosure of any confidential information to any financial or legal advisors of the parties, bound by the obligation of confidentiality in any case, or disclosure prescribed by law or ordered by a final official or court order, shall not be deemed a breach of the obligation of confidentiality.

- 10.2 The contractual relationship between the parties shall not make the Partner, its members, its owners, its employees, and/or any third parties represented by them, become CCHBC's agent or representative, and shall not establish a joint enterprise or any legal relationship between them other than the legal relationship as specified herein.
- 10.3 Furthermore, the contractual relationship shall not entitle the Partner to use the names, or any trade marks, or any other things or properties falling under copyright or industrial property right

protection, of CCHBC, or The Coca-Cola Company, or the Coca-Cola Hellenic Group, or any subsidiaries thereof, in any way for any purpose other than the fulfilment of its obligations under the contract.

The Partner may make any references to the contract and the services rendered thereunder solely with the prior written consent of CCHBC.

- 10.4 Upon termination of the contract, the Partner shall immediately return to CCHBC, upon CCHBC's request and without any remuneration, any and all things in his possession, obtained by him from CCHBC or a third party in the course of the fulfilment of the contractual obligations, containing any trade mark of any of the companies listed in clause 10.3 herein, suitable for performing the fact of the infringement of a trade mark.
- 10.5 The Partner shall have direct and unlimited liability for any and all damages caused to CCHBC and/or any third parties by the infringement of his obligations undertaken in clause 10 of the GT&C.

### **11. Modification and Termination of the Contract :**

- 11.1 Upon the entry into effect of the contract, the contract shall supersede any and all contracts and agreements, oral or written, made earlier by the contracting parties in respect of the subject matter of the contract.
- 11.2 The contract, including the annexes thereof, may solely be modified by mutual agreement of the parties and only in writing.
- 11.3 The contract may be terminated by the aggrieved party with immediate effect by a written notice if either the Partner or CCHBC commits a material breach of any of his/its obligations set forth in the contract or prescribed by law, and especially if, by doing so, the party in breach causes damages to the other party, or infringes or endangers the fulfilment of his/its obligations to third parties, or his/its business activities, or good reputation, and fails to restore the lawful or contractual status within a reasonable deadline specified in a written notice by the aggrieved party.
- 11.4 It shall also be qualified as a material breach of the contract if any of the Partner's employees, officers, members, or sub-contractors, or any other person participating in the fulfilment, intends to enter CCHBC's place of business in a drunken state, or in another non-permitted state, or stays there in a state under such influence, and acknowledges such fact in a record upon request of the Security Service of CCHBC, or in the absence of that, such fact has been unambiguously proven upon inspection by the Security Service. As a legal consequence thereof, CCHBC is entitled to refuse the entry of any such person to its place of business, or remove such person from the place of business. In addition thereto, besides the application of the other legal consequences of the breach of the contract, the Partner is also obliged to pay to CCHBC a penalty of HUF 20,000 (twenty thousand) per each such person in each such case. The above-mentioned legal consequences may also be applied if a person called for inspection has refused the inspection without any well-founded reason, and the Security Service of CCHBC has drawn up a proper record (signed by two witnesses).

CCHBC is obliged to notify the Partner's representative, within the shortest time possible, by providing it with a copy of the record, of the call for inspection and the result thereof, as well as of the measure taken if the inspection was refused or if the result thereof was positive and any measure was actually taken.

Any case shall be regarded the same as specified above, in which any of the persons listed above intends to take away any property, especially finished goods, from any of CCHBC's places of business without permission, or in a manner and/or quantity other than as permitted, or violating in any other respect the requirements and regulations pertaining to the take-away thereof. In such cases the above rules shall be duly applied, provided that the rate of the penalty in each occasion shall be ten times (10X) the value of the property (properties) attempted to be taken away irregularly, or, in case of finished goods, ten times (10X) the inventory value.

- 11.5 CCHBC is entitled to terminate the contract with immediate effect, or cancel the orders already placed, in compliance with the provisions of clause 2.10 herein, if a judicial execution procedure or a bankruptcy procedure or a liquidation procedure or a dissolution procedure has been instituted against the Partner, or if the competent court of firms has instituted an automatic



cancellation procedure against the Partner. In the event that the Partner is a private entrepreneur, CCHBC shall be entitled to the same if the Partner has temporarily suspended or has ceased its private entrepreneur's activity, or if it has been ceased in any manner, for whatever reason.

## **12. Other Provisions, Legal Dispute, Applicable Law:**

- 12.1 In the course of the fulfilment of the contract, any effective legal declarations, excluding the giving of instructions absolutely necessary for contractual fulfilment, may exclusively be made by the appointed responsible managers or contact persons of the parties.  
If, following from the nature of the contractual relationship, in the course of the fulfilment, CCHBC is entitled to give instructions to the Partner in connection with the fulfilment, the instructions may not regard the organisation of work, except for instructions necessary or required for the prevention of accident risks and damages. The Partner's employees, sub-contractors and other persons participating in the fulfilment shall be controlled by the (local) representative (head of section) of the Partner, if necessary, on the basis of the professional guidelines by CCHBC. CCHBC is obliged to immediately notify the Partner of any and all circumstances that endanger the contractual fulfilment on his behalf.
- 12.2 The contracting parties are obliged to report in writing to the other party any and all changes in their respective data affecting the contractual fulfilment (corporate name, head office, place of business, bank account, etc.), immediately, but not later than within three (3) days from the entry into effect of such changes. Any party in default shall be liable for any and all damages arising from failure of doing so for any reason.
- 12.3 Any declarations to be made by the parties in writing may be made by e-mail, or fax, or registered mail, and/or personal delivery, provided that the receipt thereof by the other party can be appropriately verified. Any declaration sent by registered mail shall also be regarded as delivered upon the expiry of five (5) days from mailing if returned to the sender with a note "not called for" or "rejected" or "addressee unknown" or "addressee moved" or any other note having a similar meaning, provided that such declaration is proven to have been sent by the sender to the addressee's address/head office reported to the sender by the addressee and/or registered in the register of companies.
- 12.4 The parties undertake commitment to attempt to settle any dispute in relation to their contractual relationship primarily through negotiations. The parties agree that in the event of failure of doing so, the Municipal Court of Ráckeve (and its legal successor as of 1 January 2013) or the Court of Budapest Region (Budapest Környéki Törvényszék) shall have exclusive competence, taking into account the rules of competence. In the event that the stipulation of the exclusive competence of the Court of Budapest Region is made impossible by law, the Court of Kecskemét shall have exclusive competence.
- 12.5 As to any issues not regulated by the GT&C or a separate agreement of the parties, the provisions of the Civil Code of Hungary shall prevail.

Coca-Cola HBC Magyarország Kft.