

**COCA-COLA HBC HUNGARY KFT.  
GENERAL TERMS AND CONDITIONS**

Effective from 15 January 2020

**1. Scope of the GTCs**

When **Coca-Cola HBC Hungary Ltd.** ( registered office: 2330 Dunaharaszti, Némedi út 104., company registration No.: 13-09-067506, tax registration number: 10886861-2-44, EU VAT No.: HU10886861; hereinafter: "**CCHBC**") is acting as customer or purchaser, unless otherwise agreed by the parties in an individual procurement contract, the provisions of these terms and conditions ("**GTCs**") shall apply to the relationship of the parties, including but not limited to the offers sent to CCHBC, the performance of orders placed by CCHBC and the payment of the consideration.

Based on the above, unless the parties otherwise agree, the provisions of the GTCs shall apply to all relationships based on which anyone produces, sells, delivers goods to CCHBC ("**Goods**"), provide services or perform other contracting activities for CCHBC ("**Services**"). Any party who enters into any of the listed legal relationships with CCHBC will be hereinafter referenced as "**Supplier**", while CCHBC and the Supplier will be hereinafter together referred to as "**Parties**", individually the "**Party**" in these GTCs.

**2. Orders**

- a. CCHBC always sends its orders to Supplier on a special form with a unique identification code (PO) ("**Order**").
- b. The Order must include at least the following data: order number, the ordered Goods or Services with reference to the specification, the ordered quantity, the Prices, the requested delivery date, place of performance.
- c. Supplier must confirm the Order within the deadline specified therein, or within 2 business days. If the Order is not confirmed within the applicable deadline, CCHBC considers the Order accepted.
- d. The Order and its written confirmation form the individual agreement between the Parties, with the terms and conditions laid down in the GTCs. In case of any discrepancies between these GTCs and an Order, the terms set forth in the Order shall prevail.
- e. If the performance is made in instalments, or a part of the ordered, produced Goods are kept in the warehouse of Supplier or of CCHBC, then CCHBC may only request the delivery of such Goods in writing.

**3. Prices**

- a. The consideration for the Goods and Services (hereinafter: "**Price**" or "**Prices**") and any applicable discounts provided to CCHBC will be set forth in the relevant Order. The Prices are inclusive of any and all costs incurred by Supplier but exclusive of VAT.
- b. If the Prices are 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, the Prices shall be converted into Hungarian forints in accordance with the official exchange rate published by the National Bank of Hungary, valid on the issuance date of the invoice.
- c. **Certification of Non-Collusion:** Supplier represents that it has established the Prices without collusion between Supplier and any other entity competing in the sale of the same Goods or any third party unrelated to the transaction between Supplier and CCHBC.

**4. Payment terms**

- a. **Invoicing:** Supplier may issue its invoice according to the invoicing terms set out in the Order and in compliance with applicable legal requirements. Supplier shall add to each invoice the Purchase Order Number (PO-number) and, where necessary, the declaration regarding the payment of the environmental product fee. Supplier shall attach to the invoice the performance certificate signed by CCHBC, the delivery note or the shipping note.
- b. **Payment:** CCHBC shall pay Supplier's invoices within 60 days from the date of their issuance by bank transfer to Supplier's bank account, assuming that the invoice is received by CCHBC within 5 working days from its issuance and it is issued according to the above terms and with the necessary attachments. In case of late delivery of the invoice, the payment deadline will be extended by the number of delayed days. The Parties acknowledge and accept that the above 60 days' payment period has been specifically considered and agreed by them and is fair and reasonable considering the overall commercial terms and context of this GTCs.
- c. In case of late payment, Supplier is entitled to default interest set out in the Hungarian Civil Code.
- d. The Parties agree and Supplier acknowledges and expressly accepts 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 Supplier and Coca-Cola HBC Finance B.V., and Supplier 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 Supplier of such change in writing. Such change shall take effect, in regard of Supplier, upon delivery of such written notice.

**5. Performance terms**

- a. **Place of performance:** The place of performance is specified in each Order.
- b. **Delivery Delay:** Supplier agrees to immediately notify CCHBC of any delay or anticipated delay in delivery. Supplier shall be fully liable for any damage due to the delayed delivery.
- c. **The quality of performance:** Supplier shall perform in compliance with the highest quality requirements and professional customs established in respect of the given Goods, as well as with the approved specification. If prior to starting the performance Supplier provides CCHBC with a sample of certain Goods, the Goods delivered upon the fulfilment must be in conformity in all respects with the sample provided earlier.
- d. In case of mass Goods, a deviation of +/- one (1) percent from the quantity of Goods specified in the Order is accepted.
- e. Supplier shall fulfil its contractual obligation in accordance with the business activity of CCHBC and, in the event of performance at CCHBC's premises in accordance with the working order effective at the place of performance. In case of cooperation of more than one supplier, those taking part in the performance of the contract are obliged to coordinate their activities.
- f. CCHBC will not undertake separate safeguarding of the things taken by Supplier, including his employees, sub-contractors, and any other persons participating in the performance, to CCHBC's premises in connection with the performance, and CCHBC will not assume liability for any damages to said things, with the exceptions of intentionally caused damages, and breaches of contract resulting in harm to human life, physical wellbeing or health.

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**6. Warranties, default in performance**

- a. Supplier represents and warrants that (i) it is entitled to perform the activities to CCHBC, (ii) that all Goods will conform to the quality requirements agreed between CCHBC and Supplier and set out in the applicable laws (iii) the Goods will be fit for intended uses set out in the Order (iv) no third party has any rights over the given Goods, which would prevent, restrict, or render it impossible for CCHBC to acquire ownership and that would decrease its value (v) it will only use such material, technology, etc. during performance that conforms to CCHBC's business activity performed at its premises (manufacturing of food, warehousing, commercial sales)
- b. In case of qualitative and quantitative complaints in relation to contractual performance, CCHBC is entitled to withhold a proportionate part of the Prices until Supplier supplies the missing quantity or fulfils his other guaranteed obligations to CCHBC.
- c. In the event of missing the fulfilment deadline, including fulfilment in an unsuitable quality, Supplier 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 Prices for each day of the delay. The obligation to pay such default penalty shall exist until Supplier supplies the missing quantity or fulfils his other guaranteed obligations to CCHBC.
- d. In the event of failure of performance, Supplier is obliged to pay to CCHBC a failure penalty of the amount equal to twenty-five (25) percent of the net Prices. It is considered a failure of performance, amongst others, if the Supplier fails to fulfil by the fulfilment deadline, or fails to fulfil the required quantity and/or quality, and the additional deadline specified 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. In such cases, CCHBC will be entitled to order the given Goods /Services from a third party, in which case Supplier shall also be obliged to reimburse to CCHBC, in addition to the penalty as specified above, any extra costs incurred by CCHBC. Supplier may not enforce any claim against CCHBC in relation to the refusal of fulfilment for the above-mentioned reason.
- e. In the case of delay, defective performance or failure to perform, Supplier shall compensate CCHBC Supplier for any damages in excess of the above penalties. The damages shall cover all direct damages, related costs and the loss in profit. Supplier acknowledges that the failure of Supplier to perform the contract may influence the manufacturing and sales activities of CCHBC, especially, but not limited to an increase of manufacturing costs, scrapping costs and loss of profit due to the lack of product sales.
- f. **Force Majeure Event:** It may not be considered a delay, or failure of performance, if the performance is delayed or hindered due to events which could not have been foreseen and prevented and which could not reasonably have been expected by the Parties, including, but not limited to war, act of terror, etc.
- g. **Suspended Performance:** In these cases Supplier shall be entitled to relief from performing the obligations for thirty (30) days if Supplier: (i) gives CCHBC written notice of Force Majeure Event within seven (7) days of the occurrence describing in reasonable detail the nature of Force Majeure Event; and (ii) uses all reasonable efforts to mitigate the effects of Force Majeure Event and endeavors to perform its obligations under these GTCs.
- h. **Termination right:** If Force Majeure Event continues for a period of thirty (30) days or longer, CCHBC shall have the right to either terminate the Order with notice sent to Supplier or alternatively, source Goods or Services from an alternative supplier until such time as Force Majeure Event is remedied.

**7. Insurance**

Unless the Parties agree otherwise, in order to cover its obligations under or in connection with these GTCs and the Order, Supplier shall take out at his own costs an overall liability insurance, that is satisfactory to CCHBC, in conformity with the contractual value and shall maintain such insurance as long as Suppliers contractual liability towards CCHBC exists. Supplier shall provide CCHBC with the proof of the insurance no later than upon the submission of the first Order.

In the event of termination or substantial disadvantageous modification of the insurance coverage, CCHBC may require Supplier to provide other security pursuant to the provision of the Civil Code.

**8. Confidentiality**

- a. Supplier agrees and accepts that the agreement concluded by and between the Parties based on the GTCs, and all documents and information in connection with the said agreement, as well as all data and information obtained by Supplier about CCHBC and its business partners and their activities, in the course of or in connection with the performance of the agreement, shall be considered business secrets, which may not be disclosed by Supplier to any third parties, or may not be made public in any other manner, and may only be used by Supplier, with the exception to the fulfilment of his obligations deriving from the contract, with CCHBC's 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.
- b. The obligation of confidentiality shall also apply to Supplier's employees and sub-contractors, as well as any third persons whose cooperation is used by Supplier in relation to the performance. It is Supplier's obligation to have the above persons acquainted with and accept the confidentiality provisions of the GTCS, and Supplier shall ensure that such provisions are duly observed by the above persons.  
For the sake of clarity, 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.

**9. Contact**

- a. In the course of performance of the agreement concluded under these GTCs, any effective legal declarations, excluding giving instructions that are essential for contractual fulfilment, may exclusively be made by the appointed responsible managers, contact persons of the Parties.
- b. If, due to the nature of the contractual relationship, CCHBC is entitled to give instructions to Supplier in connection with the performance, the instructions, except for those necessary to prevent the threat of accidents and damages, shall not extend to the organization of the work. Supplier's employees, subcontractors, and other persons involved in the performance will be managed, as required by CCHBC's professional guidance, by Supplier's (local) representative (team leader). The Parties must immediately notify each other of any circumstances that threaten to jeopardize their contractual performance.
- c. The Parties shall notify each other in writing of any change in their details (company name, registered office, premises, bank account etc.) immediately, but no later than three (3) days after the change takes effect. Failure to do so for any reason is the responsibility of the defaulting Party.
- d. The Parties unless otherwise specified in the GTCS or the Order, may make their written statements by means of e-mail, registered mail and / or personal delivery, provided that it is duly acknowledged by the other Party. A declaration sent by registered post shall be deemed to have been received within five (5) days of its posting, even if it has „not been sought“, „accepted“, „known or moved“, or if it has been certified by the sender mailed to the address / registered address of the consignee and / or registered in the commercial register.

**10. Modification and termination of the Order**

- a. The agreement concluded between the Parties based on the Order and the GTCs including the annexes thereof, may only be modified by mutual agreement of the Parties and only in writing.
- b. The Order may be terminated by the aggrieved party with immediate effect by a written notice if the other Party commits a material breach of any of his/its obligations set forth in the agreement 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

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fulfilment of its obligations to third parties, or 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.

Under this point, it shall also be considered as a material breach of contract if (i) any of Supplier's employees, officers, members, sub-contractors, or any other person participating in the performance, intends to enter CCHBC's place of business in a drunken state, or under similar intoxicated 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 admission, such fact has been unambiguously proven upon inspection by the Security Service, (ii) the persons who listed in subsection (i) intend to remove any property, in particular finished goods, from any site of CCHBC without permission or in any other manner and / or quantity, or otherwise in violation of their export regulations.

- c. CCHBC is entitled to terminate the contract with immediate effect, or cancel the Orders already placed, if (i) Supplier is subject to enforcement, liquidation, winding up or other cancellation proceedings, (ii) a third party gains a majority interest in the legal person Supplier, (iii) a private entrepreneur Suppliers is suspended, terminated for any reason and in any way.

**11. Personal data protection, data processing notice**

- a. Supplier warrants that it shall procure that its employees, agents and sub-contractors shall, at all times, comply with the European Union Data Protection Regulation 2016/679 ("GDPR") and other applicable laws and regulations regarding personal data protection in relation to personal data received from CCHBC under these GTCs and that it shall only process personal data so received in accordance with the instructions of CCHBC.
- b. CCHBC informs Supplier's contact persons and other representatives acting in connection with the performance of the Order (the "Data Subjects") that it processes the personal data provided under the GTCs for the purposes of (i) exercising the rights and performing the obligations arising from the agreement between the Parties (ii) keeping contact with Supplier (iii) monitoring the contractual relationship.
- c. **Legal basis of data processing, legitimate interests:** If Supplier is an individual (private entrepreneur), the legal basis of the processing of their personal data is usually Article 6. (1) (b) of the GDPR (data processing is necessary for the performance of the agreement between CCHBC and Supplier). The data processing is also based on the legitimate interest of CCHBC to ensure the contact between Supplier and CCHBC in order to perform the agreement [Article 6. (1) (f) of the GDPR], further it is possible that the processing of the personal data of Data Subjects and Supplier is necessary for tax, accounting reasons, or due to authority or court inquiries [Article 6. (1) (c) and (e) of the GDPR].
- d. **Retention of Data:** the personal data in contracts, communications, business letters, accounting documents must be retained for 8 years as required by law
- e. Detailed information relating to the processing of personal data, e.g. the recipients of personal data can be found in the data protection notice uploaded to the <https://hu.coca-colahellenic.com/en/privacy-and-cookie-notice/> website.

**12. Intellectual Property**

- a. The contractual relationship shall not authorize Supplier 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. Supplier may make any references to the supplier relationship with CCHBC and the services rendered thereunder solely with the prior written consent of CCHBC.
- b. After termination of the contract, Supplier shall return to CCHBC, free of charge, without further notice from CCHBC items in its possession containing the trademarks of the companies listed in Clause 12.a and capable of trademark infringement.
- c. If performance may affect intellectual property, copyright, or related rights, Supplier warrants that Supplier will not infringe any intellectual property, copyright or related rights of any third-party in respect of any product manufactured or sold to CCHBC. Supplier warrants that third-party will not have any right that would render, restrict or impede CCHBC's property right or usage right. Supplier warrants that it has the permission and consent of third parties whose intellectual creation, trademark and copyright are affected by the performance. Supplier undertakes to provide CCHBC, upon request, with all documents necessary for the proof of due process.
- d. Supplier 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 Supplier manufactured and/or sold, upon CCHBC's Order, Goods or provided Services, which breach any industrial property right, copyright, or neighboring right of any third party. CCHBC is obliged to notify Supplier of any and all claims enforced against CCHBC, within a reasonable period with regard to the circumstances. Supplier is entitled to proceed in his own protection in connection with the claim. CCHBC may, at its own discretion, provide support reasonably required by Supplier in respect of the settlement of claims, and raising complaints against claims, as well as mitigating damages. CCHBC will, in its sole discretion, provide the assistance requested to settle claims, raise objections to claims and reduce damages.

**13. Miscellaneous**

**a. Compliance with CCHBC's Policies:**

- Supplier represents that it has familiarized itself with the content of CCHBC's 'Supplier Guiding Principles', as well as the 'Code of Business Conduct' and 'Anti-Bribery Code & Compliance Handbook', which are stated at CCHBC's web-site at <http://hu.coca-colahellenic.com/hu/rólunk/irányelveink/>
- If a Product is delivered to, or a Service is provided at CCHBC's premises, Supplier is required to comply with the prevailing health and safety, fire safety and environmental regulations and the site policy, which form an inseparable part of the GTCs. Supplier must comply with and make others to comply with similar laws and regulations relating to the same and applicable to the activities performed. Supplier must share the above with his employees, subcontractors and third parties and confirm this to CCHBC in writing. Supplier must investigate any work accident, or any damage occurring and keep a record of such events. If CCHBC is in any way involved in the work accident or damage CCHBC's representative should also be involved in the investigation as necessary. A copy of the record shall be sent to the CCBHC.
- If Supplier is subject to an official investigation or procedure and this affects directly or indirectly the performance of Supplier's obligations, the above rules shall apply.
- Supplier shall be liable directly and exclusively towards CCHBC and any third parties for any damages arising from failure to comply with the above obligations.

**b. Assignment and Subcontracting**

Supplier may not assign nor subcontract any or all its rights or obligations under these GTCs or any Order without the prior written consent of CCHBC. Within the scope of the performance, Supplier may exclusively employ employees who fully comply with the requirements prescribed by the applicable labor law and other regulations. This rule shall prevail also regarding any and all legal entities and natural persons engaged outside of employment relationship. Supplier shall have direct and unlimited liability to both CCHBC and the authorities for the fact that the persons and legal entities employed or engaged by Supplier either in an employment or any other legal relationship within the scope of the performance, are in full compliance with all provisions and requirements prescribed by the applicable Hungarian labor law and other regulations pertaining to their employment or engagement. If the nature of a task to be performed so requires, the persons, legal entities, and

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instruments employed, engaged or used by Supplier 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 licenses prescribed therein have been taken and/or obtained. Supplier shall also have direct and unlimited liability towards both CCHBC and the authorities for the fulfilment of the above-mentioned obligation.

- c. **Survival:** Clauses 7 (Confidentiality), 11 (Data Protection), 12 (Intellectual Property) shall survive termination or completion of any Order.
- d. **Governing Law and Jurisdiction:** These GTCs and all Orders shall be governed by the laws of Hungary. The Parties undertake 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 Szigetszentmiklós District Court or the Budapest Environs Regional Court shall have exclusive competence, considering the rules of competence. If the stipulation of the exclusive competence of the Budapest Environs Regional Court is forbidden by law or based on the competence rules of the Hungarian Civil Procedure Code the court with competence is not the Budapest Environs Regional Court, then the Kecskemét Regional Court shall have exclusive competence.
- e. **Entire Agreement:** These GTCs together with CCHBC's Orders constitute the entire agreement between CCHBC and Supplier with respect to the supply of Goods and/or Services to CCHBC. Unless otherwise agreed by the Parties, the agreement between Supplier and CCHBC supersedes and take precedence over any previous agreement and other declaration (oral, written or other).
- f. **Partial Invalidity:** If a provision of the GTCs or the agreements based on the GTCs is invalid or unenforceable, the other provisions shall remain in full force and effect. The Parties agree to replace the invalid or unenforceable provision with the appropriate provision of the prevailing laws.
- g. The contractual relationship of the Parties does not make Supplier, its members, owners, employees and/or any third- party they represent, a proxy or representative of CCHBC and it does not construe any joint venture or a relationship other than a contractual relationship between the Parties.