

General Terms and Conditions of Purchase

These terms and conditions (“T&Cs”) and any other documents referred to herein apply to any Purchase Order for goods or services (“PO”) placed by **HH Global entity (“HHG”)**, on the supplier (“**Supplier**”). HHG does not agree to any changes to these T&Cs unless agreed in writing. No statement by Supplier shall affect these T&Cs. Supplier’s standard or printed terms of supply or quotation shall not apply to this PO.

1. Definitions:

- 1.1 “Confidential Information” means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of HHG, together with all information derived by Supplier from any such information and any other information which HHG designates as confidential at the time of disclosure or which ought reasonably be considered to be confidential by Supplier;
- 1.2 “End-Customer” means HHG’s customer who has contracted or is intending to contract with HHG for the provision of the Goods and Services;
- 1.3 “End-Customer Agreement” means the actual or proposed contract between HHG and an End-Customer;
- 1.4 “Goods” and “Services” means the products and services which HHG can purchase from the Supplier and which will be detailed in each PO;
- 1.5 “Purchase Order” or “PO” means the purchase order issued by HHG to Supplier for the purchase of the Goods and Services;
- 1.6 “Specifications” means the necessary conditions of the Goods and Services under each PO. In addition to written Specifications, this can include any samples provided by Supplier.

2. Quotes and Prices:

- 2.1 HHG will communicate a Purchase Order Number (“PO Number”) to Supplier by telephone, fax or e-mail. Supplier shall include the PO Number on every packing sheet, invoice and every other communication related to this PO.
- 2.2 Quoted prices will include the costs of packaging, insurance, customs and other duties or taxes and carriage of the Goods to the location detailed in the Specifications unless otherwise stated by the Supplier in the quote.
- 2.3 All prices quoted by the Supplier are exclusive of taxes.
- 2.4 Once HHG issues a PO based on a quote, the prices in the quote are fixed for that PO, unless the parties agree to modify the quote and/or pricing, in which case HHG will send a revised PO to Supplier.

3. Quality and Warranty:

- 3.1 Supplier shall (as applicable) manufacture, pack, supply and deliver the Goods and Services as follows:
 - a. Goods and Services must conform to the Specifications detailed for each PO and must match any samples approved by HHG.
 - b. Goods and Services must be of at least standard quality, free from any defects, such as faults in design, material and manufacturing, and fit for the End-Customer’s intended use. Supplier confirms that it is aware of the End-Customer’s intended use.
 - c. Goods and Services will be free of any third party rights and must comply with all applicable laws and generally accepted industry standards and practices.
- 3.2 Supplier shall perform the Services with the skill and professionalism and state of the art technology which is generally expected in the market from a supplier of goods and services of the type covered by this PO.
- 3.3 Supplier gives a warranty of three (3) months from the date of delivery for printed materials and for twelve (12) months from the date of delivery for all other Goods (including point of sale materials or promotional goods). If any defect in the Goods is

discovered during the warranty period, Supplier shall correct such defects or replace the Goods free of charge.

4. Delivery and Acceptance:

- 4.1 Delivery of the Goods and Services on time is a critical factor in the End-Customer Agreements between HHG and its End-Customers. Therefore, Supplier must deliver all Goods and Services in the correct quantity on the date and to the location stated in the Specifications or the PO or as requested by HHG with reasonable advance notice. Supplier will reimburse HHG for compensation for any delay in delivery against a deadline agreed upon.
- 4.2 Supplier shall insure the Goods for full replacement value until delivery. Supplier warrants title to all Goods sold and bears the risk of loss or damages to the items purchased under this PO until they are delivered in conformity with this PO at HHG’s delivery point specified in this PO or as required, and, upon such delivery, title shall pass to HHG. Passing of title shall not constitute acceptance of the items by HHG.
- 4.3 HHG, and where applicable the End-Customer, shall have an acceptance period to inspect the Goods or Services and to notify any defect to Supplier (hereinafter in this clause referred to as “Acceptance Period”). The Acceptance Period is 30 days from the date of delivery.

5. Payment and Invoicing:

- 5.1 Unless otherwise agreed in a PO, Supplier will only invoice HHG once all the Goods or Services under the PO have been delivered to the specified location and have been accepted under Clause 4 (Delivery and Acceptance).
- 5.2 Unless otherwise agreed in a PO, HHG will pay Supplier's invoice within ninety (90) days from the date of receipt of a valid invoice from Supplier, if the following requirements are met:
 - a. The invoice references the PO Number;
 - b. The invoice is addressed to the HHG entity who issued the PO;
 - c. The invoice value matches the PO value and is in the same currency; and
 - d. Supplier has provided HHG with the electronic proof of delivery or any other proof of delivery as separately agreed upon between HHG and Supplier.
- 5.3 If HHG disputes any invoice or other statement of monies due, HHG shall notify Supplier in writing. The parties shall negotiate in good faith to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Supplier’s obligations to supply the Goods and Services shall not be affected by any payment dispute.

6. **Intellectual Property Rights:** Supplier warrants that all the Goods and Services supplied under this PO shall not infringe on any third party's patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary right (together referred to as “Intellectual Property Rights” or “IPRs”). All IPRs in the Goods and Services specifically created for HHG shall belong to HHG and HHG may assign such IPR to the End-Customer. Other IPRs contained in the Goods and Services will remain the IPR of Supplier, but Supplier grants to HHG and End-Customer a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such IPR as part of the Goods and Services. Supplier agrees to provide to HHG all assistance

reasonably requested by HHG to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the IPR in such materials in HHG.

7. Subcontracting and Assignment: Supplier shall not assign this PO or any rights hereunder, nor delegate any duties, nor subcontract any work, without the prior written approval of HHG. The price quoted by Supplier includes the price of any goods or services obtained from any subcontractor or supplier to Supplier, unless otherwise agreed in advance by HHG. Supplier shall remain fully responsible for all work performed by such third parties and shall indemnify and hold HHG harmless for any payment required to be made to any such parties.

8. Confidentiality:

- 8.1 Except to the extent set out in this clause, or where disclosure is expressly permitted elsewhere in these T&Cs, Supplier shall only use HHG's Confidential Information to achieve the purposes contemplated in these T&Cs and shall (i) treat HHG's Confidential Information as confidential; (ii) not disclose HHG's Confidential Information to any other person without HHG's prior written consent.
- 8.2 Supplier can only disclose HHG's Confidential Information to (a) Supplier's personnel who are involved in the provision of the Services and who need to know such information. Supplier shall ensure that its personnel are aware of, and comply with, these confidentiality obligations; and (b) to Supplier's auditors, professional advisors, and any court or regulatory body having a statutory or regulatory right to request and receive that information.
- 8.3 HHG shall be permitted to disclose Supplier's Confidential Information to its affiliates and their employees and to End

Customer to enable the provision of the Goods and Services and otherwise to fulfill the purposes of these T&Cs.

8.4 The parties acknowledge that remedies at law for any breach of this clause (including, without limitation, damages) may not be adequate and that HHG will be entitled to seek equitable relief for any such breach including injunctive relief.

9. Indemnification and Limitation of Liability. Supplier shall defend, indemnify, and hold harmless HHG, and its affiliates, and their shareholders, directors, officers, employees, and agents from and against any and all suits, claims, actions, liabilities, losses, damages, judgments, costs and expenses (including, but not limited to, attorney's fees) arising out of or resulting from Supplier's breach of any terms and/or conditions of this Agreement. IN NO EVENT WILL HHG BE LIABLE TO SUPPLIER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT HHG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Code of Conduct: Supplier agrees to strictly comply at all times with the HH Global Supplier Code of Conduct ("Code"). Supplier acknowledges that it has received a copy of the Code at the time that HHG issues a PO to Supplier, and that Supplier has read and understood the Code.

11. Governing Law: These T&Cs shall be governed by and construed in accordance with the laws of the country where HHG entity placing the PO has its place of business.