

**GENERAL TERMS & CONDITIONS OF PURCHASE OF GOODS AND SERVICES**  
**(Haleon Levice, s.r.o., Levice, Slovakia, version effective from 07.04.2023)**

**1. DEFINITIONS**

- 1.1. **"Affiliate"** means an entity directly or indirectly controlled by, in Control of, under common Control with, either Supplier or Haleon as appropriate.
- 1.2. **"Agreement"** means the agreement between Haleon and the Supplier consisting of the Purchase Order, these Terms and Conditions, the Specification, and any other documents (or parts thereof) specified in the Purchase Order or otherwise expressly incorporating these Terms and Conditions.
- 1.3. **"Control"** means the ownership of more than 50% of the shares in any organization, or the legal power to direct or cause the direction of the general management of any organization.
- 1.4. **"Goods"** means all (or any) of the goods specified in the Purchase Order.
- 1.5. **"Incoterms"** means the Year 2010 edition of the International Chamber of Commerce Rules for the interpretation of trade terms.
- 1.6. **"Intellectual Property Rights"** means any and all rights in and/or to; (a) patents; (b) inventions, discoveries, utility models and improvements, whether or not capable of protection by patent or registration; (c) formulas, processes, compositions of matter, formulations, methods of use or delivery, data, reports, specifications and software or models; (d) copyrights and neighboring rights; (e) moral rights; (f) design rights; (g) rights to utility models; (h) trade marks and service marks; (i) business or trade names, domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition; (j) database rights; (k) confidential information, know-how, trade secrets; and (l) other intellectual property rights; in each case whether registered or unregistered, and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection that exist or will exist now or in the future in any part of the world.
- 1.7. **"Work/s"** means all objects of Intellectual Property Rights.
- 1.8. **"Losses"** means all damages, losses, claims, liabilities, costs, awards, damages resulting from an obligation to pay penalties, expenses (including legal fees and other professional expenses) and damages of any nature whatsoever and whether or not reasonably foreseeable or avoidable.
- 1.9. **"Packaging"** means all packaging for or relating to the Goods, including in particular, all bags, cases, carboys, cylinders, drums, pallets and other containers.
- 1.10. **"Haleon"** means the company Haleon Levice, s.r.o., with its registered seat in Industrial park Géňa at Ul. E. Sachsa 4-6, 93401 Levice, Slovak Republic, Identification No.: 47 249 153, Tax identification No.: SK2023841688, and all its Affiliates.
- 1.11. **"Purchase Order"** means Haleon's purchase order issued to the Supplier with the specification of required Goods and/or Services (e.g. written document or an electronic file setting out the number of the purchase order and Haleon's requirements for Goods or Services).
- 1.12. **"Services"** means the services specified in the Purchase Order, other than the sale or delivery of Goods.
- 1.13. **"Specification"** means the written specification for the Goods or Services supplied by Haleon to the Supplier or produced by the Supplier and agreed in writing by Haleon.
- 1.14. **"Supplier"** means the person (entrepreneur) or entity to which the Purchase Order is addressed.
- 1.15. **"Terms and Conditions"** means the terms and conditions set out in this document.
- 1.16. **"Parties"** means (in plural) Haleon and Supplier together and (in singular) any of them.
- 1.17. **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as may be later amended, changed or replaced by other regulation.

**2. STATUS OF THESE TERMS AND CONDITIONS**

- 2.1. These Terms and Conditions are applicable to the Parties' co-operation in respect of the sale and/or supply of Goods or the performance of Services set out in the Purchase Order. If the Parties have concluded a written agreement within this scope, the Terms and Conditions shall apply, unless the Parties agreed otherwise in a written agreement. The terms and conditions in any separately negotiated and signed written agreement entered into by the Parties in respect of the Goods or Services identified in the Purchase Order shall overrule these Terms and Conditions.
- 2.2. The Purchase Order constitutes an offer by Haleon to purchase the Goods or Services specified therein in accordance with these Terms and Conditions. An offer to conclude the Agreement is deemed to have been accepted by the Supplier on the earlier of: (a) the Supplier delivering to Haleon a written acceptance of the Purchase Order, or (b) the Supplier performing any act consistent with fulfilling the Purchase Order.
- 2.3. If Supplier amends, supplements or accepts with reservations an offer submitted to the Supplier by Haleon, it is considered as a new offer made by Supplier to Haleon. Haleon has the right to decide whether to accept such a new offer.
- 2.4. Under no circumstances may an absence of Haleon's answer to a statement sent by email cause an emergence, modification or termination of legal relations.
- 2.5. Haleon will not be liable in respect of any Purchase Order(s) or instructions other than those issued or confirmed on its official Purchase Order documents, whether issued in hard copy (in which case such documents shall be valid only when duly signed), or issued electronically in accordance with these Terms and Conditions.

**3. DELIVERY OF GOODS AND PROVISION OF SERVICES**

3.1. The Supplier must deliver Goods and must perform Services at the time and place specified in the Agreement or Purchase Order. The Supplier will supply Haleon with details of the anticipated lead times between placing a Purchase Order and the delivery of any Goods, and will keep Haleon informed of progress. All deliveries of Goods must be accompanied by a delivery note (and any other delivery documentation specified in the Purchase Order or otherwise in the Agreement) showing the date of the Purchase Order, the Purchase Order number, the type and quantity of Goods being delivered, special storage instructions (if any) and, if the Goods are being delivered by installment, the outstanding balance remaining to be delivered. If Goods or Services are not delivered in accordance with the Agreement, the Supplier will be responsible for any costs incurred on this account. The quantity of Goods or Services specified in the Agreement may not be changed without Haleon's prior written consent. Quantities of Goods or Services delivered in excess of those stated in the Agreement will not be accepted by Haleon, and if they are accepted, Haleon will have no obligation to pay for them, in which case the Supplier will immediately take them back at its expense.

3.2. The Supplier will not deliver the Goods in installments without Haleon's prior written consent. Where it is agreed that Goods are to be delivered in installments, they may (at Haleon's discretion) be invoiced and paid for separately. However, a failure by the Supplier to deliver any one installment on time or at all, or any defectiveness in an installment will entitle Haleon to the remedies set out in Section 7 (subject to Haleon's other rights and remedies).

3.3. Time shall be of the essence in relation to the performance of any and all of Supplier's obligations pursuant to the Agreement.

#### **4. PASSING OF TITLE AND RISK IN GOODS**

4.1. Unless Incoterms are agreed (in which case the risk will pass to Haleon in accordance with the agreed Incoterms), the title and risk in the Goods will pass to Haleon on acceptance of delivery at the place specified in the Agreement.

4.2. Neither payment by Haleon, nor the passing of title or risk in the Goods or the Services to Haleon will be deemed to constitute the acceptance of the Goods or the Services.

#### **5. PRICE AND PAYMENT TERMS**

5.1. The price for the Goods or Services will be set out in the Purchase Order. The price, unless otherwise agreed in writing, includes all costs (costs of all Packaging, delivery and insurance) and fees incurred by the Supplier and covers all the financial claims of the Supplier, its employees and subcontractors on account of performing the Agreement, and Haleon's use of the Works delivered as part of the Agreement in accordance therewith. Any increase of the price, regardless of its cause, requires Haleon's express prior written consent.

5.2. The price set out in the Purchase Order is a net amount and does not include VAT; however, it includes all other public levies, in particular customs and taxes. VAT (or any other equivalent tax), where applicable, will be shown separately on all invoices. Within 14 days of delivering Haleon's request to the Supplier, the Supplier will provide Haleon with an original certificate of residence referring to the Supplier. If this document is not delivered to Haleon, or if it is delivered after the deadline, all consequences of such an event will be borne by the Supplier. This refers, in particular, to Haleon's failure to apply a tax rate resulting from a relevant international convention.

5.3. If the Supplier transfers Intellectual Property Rights to Haleon, or grants Haleon a license for them, the price set out in the Purchase Order will include remuneration on this account (in respect of all areas of application resulting from the Agreement and regardless of the benefits that Haleon will receive from exploiting a given object of Intellectual Property Rights), including all costs that the Supplier incurred in connection with obtaining licenses making it possible to perform the Agreement within this scope. In addition, the Supplier has an obligation to indicate on the invoice the price for transferring Intellectual Property Rights or granting a license with regard to them as a separate amount. If the Agreement does not set out the amount on this account, the amount will be 10% of the price specified in the Purchase Order and will be deemed included in this price.

5.4. Unless the Agreement or mandatory laws provide otherwise, the Supplier will issue an invoice or Haleon will pay the price to the Supplier only after all Goods ordered are delivered or after the Service has been entirely performed, and the above circumstances are confirmed by Haleon in writing. The payment will be made by Haleon within 60 days of the Supplier delivering to Haleon a correctly issued invoice.

5.5. All invoices issued by the Supplier must include the number of the Purchase Order. The absence of the correct number of the Purchase Order constitutes a breach of the Agreement by the Supplier making it impossible for Haleon to carry out the procedure of authorizing and paying the amount due set out in the invoice. The delivery of an invoice that does not include the correct Purchase Order number will not result in commencing the time limit for payment, whereas such invoices will be deemed as having been issued incorrectly.

5.6. The Supplier has an obligation to send invoices directly to the address of Haleon indicated in the Purchase Order. The delivery of an invoice to any other address (even the address of Haleon's registered office) constitutes a breach of the Agreement by the Supplier, resulting in the suspension of the time limit for payment of the amount indicated in the invoice until the invoice is delivered to the correct address.

5.7. If Haleon considers rightly that any invoice submitted by the Supplier is defective, or any part of it refers to Goods or Services inconsistent with the Agreement, then Haleon will be entitled to withhold payment of the disputed amount pending resolution of the dispute between the Parties.

5.8. The Supplier will not be entitled to set off any amounts payable to it by Haleon from the amounts payable by the Supplier to Haleon without the prior written consent of Haleon.

5.9. Any payment for an undisputed bona fide invoice not received by the due date shall be subject to an interest charge of 8% per annum above the European Central Bank base rate (rate applicable to main refinancing operations) from time to time.

## **6. QUALITY AND FITNESS FOR PURPOSE OF GOODS**

6.1. The Goods and Services must comply in all respects with their description and the Specification (or any modifications to the Specification that may be agreed in writing with Haleon). The Goods and Services delivered must also comply in all respects with the Agreement and all laws and instruments (including standards and norms) issued on their basis, as well as standards and norms customarily applied in the industry in which the Supplier is active, unless the application of such standards or norms provides Haleon a standard of Goods and Services less favorable for Haleon than the one resulting from the Agreement or the law.

6.2. Notwithstanding Section 6.1, the Goods must be supplied with adequate instructions as to use, and no later than before the lapse of 1/10 of the use-by period, fit for the purpose for which they are intended, of the highest quality, free from defects in design, material and workmanship.

6.3. The Supplier will ensure that the Goods comply with all requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods resulting from the laws, as well as the standards or industry norms customarily applied in the industry in which the Supplier is active, unless the application of such standards or norms provides Haleon a standard of Goods and Services less favorable for Haleon than the one resulting from the Agreement or laws.

6.4. The Goods must be supplied free from liens and encumbrances and any other rights of third persons and any other legal defects.

## **7. REJECTION, REPAIR AND REPLACEMENT OF GOODS**

7.1. In the event that the Goods do not conform with the Agreement, and without limiting any of its other rights and remedies, Haleon may, at its discretion:

7.1.1. reject all or part of the Goods and return them to the Supplier at the Supplier's own risk and expense; and/or

7.1.2. require the Supplier to either repair or replace the Goods at the site of delivery or the Supplier's premises as soon as practically possible, whichever Haleon determines, or to refund to Haleon any amounts paid in respect of any Goods that do not correspond with the Agreement (and repaired or replacement Goods will themselves be subject to the obligations in the Agreement); and/or

7.1.3. in the case of incorrect delivery, require the Supplier to promptly reimburse Haleon in respect of any costs (including, but not limited to, freight, clearance, duty and storage charges) incurred by Haleon; and/or

7.1.4. purchase Goods elsewhere that, as nearly as practicable, comply with the Agreement (and any extra expense thus incurred will be paid by the Supplier to Haleon on demand), provided that, before exercising the right to purchase elsewhere, Haleon will give the Supplier a reasonable opportunity to replace the rejected Goods with goods that conform with the Agreement; and/or

7.1.5. claim damages for any other costs, losses or expenses incurred by Haleon that are attributable to the Supplier's failure to carry out its obligations under the Agreement.

7.2. In the event of a rejection of all or part of the Goods in accordance with Section 7.1 above, Haleon will notify the Supplier in writing, and the payment obligation in relation to any such delivery will be suspended.

## **8. STANDARD OF PERFORMANCE OF AGREEMENT**

8.1. While performing any activities aimed at completing the tasks entrusted to it under the Agreement, the Supplier has an obligation to act with the utmost care, which will be assessed taking into account the professional nature of the Supplier's industry.

8.2. The Supplier warrants and represents that all activities it undertakes to perform the Agreement, and delivered Goods and/or performed Services, will comply with applicable laws and regulations and will not violate any third-party rights. If a third-party consent is required in order to obtain a right to perform a given aspect of the Agreement (including the consent of an administrative body), the Supplier has an obligation to obtain that consent.

8.3. The Supplier will ensure that all of its personnel and sub-contractors have relevant competences and qualifications to perform the Services, and that all the licenses, consents, permits and other authorizations, that are necessary for carrying out its obligations under the Agreement, have been properly obtained.

8.4. If any materials necessary for the provision of the Services are not delivered fully in accordance with the stipulations in the Agreement, the Supplier will immediately make the correct delivery and will be responsible for all additional costs and expenses incurred by the parties in so doing.

8.5. Haleon has the right to suspend any payment obligation in respect of the Services if the performance does not conform with the stipulations in the Agreement, or if the performance is delayed.

8.6. If the Services do not conform with the Agreement, Haleon has the right to purchase Services from elsewhere, which as far as practicable will conform to the Agreement, and any extra expense incurred in so doing will be paid by the Supplier to Haleon. Before exercising the right to purchase the Services from an alternative supplier, Haleon will give the Supplier an opportunity to replace the Services in respect of which payment was cancelled with Services that conform with the Agreement.

## **9. PACKAGING**

The Supplier will package and label the Goods in a manner suitable for transit and storage so as to enable them to reach their destination in a condition consistent with the stipulations of the Agreement. Haleon will not pay for or return Packaging materials unless previously agreed between the Parties and confirmed in writing. The Supplier will

ensure that Packaging complies with the law, including requirements pertaining to environmental and occupational health and safety standards. The Supplier has an obligation to introduce environmental improvements to Packaging and will, where practicable, use minimal Packaging, recyclable Packaging and recycled Packaging materials.

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1. All materials provided to the Supplier by Haleon, or an entity commissioned by it, in particular Specifications, assumptions, source materials especially in the form of trade marks, photographs, graphics, as well as the know-how and the potential creative contribution of Haleon's employees into the performance of the Agreement, etc. are owned by or reserved only for Haleon or its Affiliate, and will be used by the Supplier exclusively for the purpose of properly performing the Agreement. All Intellectual Property Rights to the above materials will remain with Haleon or its relevant Affiliate.

10.2. The Parties agree that:

10.2.1. on the date of transferring Works to Haleon, the Supplier will be entitled to Intellectual Property Rights to the Works and the ownership right to copies of Works within the scope necessary to perform the Supplier's obligations resulting from the Agreement, and all due financial claims of third parties connected with the Supplier performing or obtaining rights to Works and their copies will be fully satisfied;

10.2.2. without the prior written consent of Haleon, the Works will not be made available to the public or publicized in any other manner before the date of transferring the Works to Haleon, unless the Works were created before the Supplier initiated co-operation with Haleon and they do not include Haleon's materials described in Section 10.1 above.

10.3. Subject to the stipulations below, envisaging further rights of Haleon and the obligations of the Supplier, the moment a Work is issued or made available to Haleon, a non-exclusive licence is granted to Haleon by the Supplier for the unlimited period of time without any territorial or other limitation, to use the Works in all areas of application and forms of exploitation, and in particular:

10.3.1. within the scope of recording and reproducing the Work – making copies of the Work by any known technique;

10.3.2. within the scope of trade in the original or copies on which the Work was recorded – marketing, lending for use or the lease of the original or copies for any compensation or for free;

10.3.3. within the scope of publicizing the Work in a manner other than specified in Section 10.3.2 – performing in public, exhibiting, displaying, reproducing, and broadcasting and re-emitting, as well as making the Work publicly everyone may have access thereto at a place and time they choose, including the internet;

10.3.4. within the scope of the translation, adaptation and modification of the Work, or any other changes to the Work with the preservation of the rights of the person who made the changes.

10.4. The Supplier authorizes Haleon and expresses its consent to Haleon making compilations of Works, in particular alterations and adaptations. If such alterations and other compilations of Works constitute an object of derivative copyrights, the Supplier hereby expresses its consent to Haleon's disposal and use of such an object. The Supplier transfers to Haleon the right to license the performance of a derivative copyright.

10.5. If a Work contains other work protected by the copyright, the Supplier declares that it is entitled to authorize Haleon to use such a work and authorizes Haleon to exploit such a work as a part of the Work within the scope described in Section 10.3 above.

10.6. The Supplier undertakes to Haleon that the authors (co-authors) of Work will not seek against Haleon the rights to make payment of any amounts or any other claims on the account of Haleon's use of rights acquired on the basis of the Agreement, such use being consistent with the Agreement, regardless of the scope of exploitation, nor will they pursue any rights of the author (co-author) specified in the respective laws. In particular, Haleon will be entitled to mark the objects of Intellectual Property Rights (e.g. Works) in the manner of its choosing.

10.7. If the Supplier – as part of performing the Agreement – creates a database that does not meet the criteria of copyright protection as a work, it is deemed that Haleon is the producer of such a database, and that all the rights to the database will be vested in Haleon.

10.8. Within the scope in which Works contain or refer to Haleon's materials described in Section 10.1 above, or within the scope in which Works were created for the first time in connection with concluding or performing the Agreement in favor of Haleon, at the request of Haleon which may be submitted by Haleon to the Supplier within 10 years from concluding the Agreement, the Supplier will conclude a written agreement for transferring to Haleon the Intellectual Property Rights to such Works, to the broadest extent admissible by the law, without any limitations as to the territory and time of exploitation, as well as with the application of all the provisions of this Section, including in particular the areas of application and scope of exploitation. The Supplier will immediately conclude an agreement with Haleon within the above scope, no later than within seven days from the date of Haleon's request. Concluding the agreement will not constitute a basis for requesting Haleon to pay any amounts. This stipulation of the Agreement has the nature of a preliminary agreement.

10.9. The Supplier represents and undertakes that Haleon's use and disposal of the objects of Intellectual Property Rights, within the limits of rights vested in Haleon by the Agreement, will not violate any third-party rights. If the Supplier's statement set out in the preceding sentence proves untrue, the Supplier will be liable for violations of Intellectual Property Rights and represents that in the case of disputes and third-party claims, they will satisfy all justified claims of such third parties, and Losses, and will reimburse to Haleon reasonable costs incurred in connection with third-party rights, in particular the costs of legal representation of Haleon in court and arbitration proceedings. Haleon will inform the Supplier immediately about claims raised against Haleon, and it will not accept a claim without the Supplier's prior consent.

## 11. CONFIDENTIALITY AND PUBLICITY

The Supplier will, and will ensure that its employees and sub-contractors will, keep confidential all information of a commercial or technical nature disclosed to the Supplier by or on behalf of HALEON for the purpose of the Agreement, and will not disclose such information to any third party, nor use it for purposes other than the performance of the Agreement, without HALEON's prior written consent. The Supplier will not, without HALEON's prior written consent, disclose, copy, publicize or publish the fact of concluding or bringing into force the Agreement or any information related to the Agreement, including the name of HALEON, any HALEON Affiliate, the Goods, Services, or the place of delivery or performance.

## 12. FORCE MAJEURE

12.1. Neither Party shall be liable for, nor be deemed to be in default of the Agreement, on account of any delay in completion or the performance of any other act under the Agreement due to circumstances which could not have been contemplated by the Parties and which are beyond the Party's reasonable control ("**Force Majeure**"), provided that the Party claiming hereunder shall notify the other as soon as possible specifying the cause and probable duration of the delay or non-performance and shall minimize the effects of such delay or non-performance.

12.2. If the performance by either Party of any of its obligations under the Agreement is prevented or delayed by Force Majeure:<sup>[1]</sup><sub>[2]</sub>

12.2.1. for a consecutive period in excess of 5 working days, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances; and

12.2.2. for a period in excess of 60 days cumulatively or consecutively, then the other Party shall in its discretion have the right to immediately terminate the Agreement upon written notice.

12.3. In the event of Force Majeure arising, HALEON may by notice in writing to Supplier, cancel any deliveries of Goods or Services (and the applicable Purchase Orders or parts thereof) which in HALEON's opinion cannot be made within a reasonable time after the due date without incurring any liability on the part of HALEON.

## 13. INSPECTION

13.1. HALEON, and any third party it appoints on its behalf, will have the right, upon prior notice, to inspect and carry out any tests or batch sampling it wishes on all Goods at the Supplier's premises (and the Supplier will ensure equivalent rights for HALEON in relation to the premises of any sub-contractors and on any premises where the Services are provided). Where pre-shipped inspection is stipulated, the Supplier must, at its expense, facilitate the same and provide any or all relevant certificates of analysis. If, following any such inspection or testing, HALEON considers that the Goods or Services are unlikely to comply with the Agreement, HALEON will inform the Supplier and the Supplier will immediately take such remedial action as is necessary to ensure compliance. HALEON will have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

13.2. Any inspections, tests, approvals or acceptance given on behalf of HALEON in relation to the Goods or Services will not relieve the Supplier from its obligations or liabilities under the Agreement and/or respective laws.

13.3. The Supplier will, and will ensure that its sub-contractors will, grant a right of access to HALEON and any third party it appoints in order to inspect and test the Goods for compliance with relevant environmental, occupational health and safety legislation and other requirements such as HALEON standards or any requirements set out in the Specification.

## 14. DATA PROTECTION

14.1. With reference to Suppliers who are natural persons, the Supplier acknowledges and accepts that its personal data obtained by HALEON in connection with initiating or carrying out co-operation on the basis of the Agreement, including in particular the first name, surname, address, contact details, designation of the business activity conducted by the Supplier, the content of agreements and correspondence between the Supplier and HALEON, details included in VAT invoices, bookkeeping notes, accounts and other documents connected with the Parties' co-operation, as well as details of the Supplier's bank account, will be processed by HALEON for purposes connected with the initiation, performance, settlement and reporting in respect of co-operation carried out with the Supplier, as well as for the purpose of exercising HALEON's rights and obligations resulting from the Agreement concluded with the Supplier and the provisions of law. HALEON is the controller of such personal data. Data may be made available to the other parties in accordance with GDPR which is the administrator of this data within the scope of justified purposes, and belonging to the HALEON Affiliate. The Supplier will be entitled to access the content of its data and have the possibility to correct them. The data are provided by the Supplier voluntarily, though without providing such data it will not be possible to carry out co-operation with HALEON.

14.2. HALEON, as the controller of personal data processed for the purposes of fulfillment of the Agreement, hereby entrusts the processing of such data to the Supplier (entrusting data processing). The Supplier is the processor of such data within the meaning referred to in Article 28 of GDPR.

14.3. Processing personal data for the purposes of the Agreement includes all activities covered by the scope of delivering Goods or Services as defined in the Agreement, as well as deleting all data from data storage media belonging to the Supplier at the request of HALEON.

14.4. The Supplier undertakes to process personal data only in the scope and for the purpose of performing the Supplier's obligations defined in the Agreement and only upon the instructions from the HALEON.

14.5. Prior to commencing data processing, the Supplier undertakes to perform measures to secure the data file, as mentioned in Article 32 of GDPR, and to meet other requirements applicable to the processor (data processor)

specified in GDPR and other respective laws. Within the scope of observing such requirements, the Supplier will bear the same responsibility as the data controller.

14.6. To the extent permissible by the respective laws, within the scope of personal data protection the Supplier also undertakes to observe all instructions and policies of Haleon that are presented to it by Haleon.

14.7. At Haleon's request, the Supplier will immediately, and in any case no later than within two business days, permanently remove from its resources or hand over to Haleon, or an entity indicated by Haleon in writing, both the personal data and all materials including personal data entrusted to the Supplier by Haleon. In the absence of a separate request from Haleon, the Supplier at any time will cease to process personal data if the processing is no longer necessary for the performance of the Agreement. The above refers in particular to any situation when the Agreement expires.

14.8. The Supplier will immediately notify Haleon of any person or public authority submitting any comments, reservations, conclusions or commencing any action in respect of personal data.

14.9. If Haleon has reasonable doubts as to the correctness of the procedure of data processing by the Supplier, or if such doubts are voiced by third parties, the Supplier will immediately provide Haleon with access to personal data, as well as the premises and systems in which such data is processed by the Supplier, and make available to Haleon all information necessary to demonstrate compliance with the obligations laid down in this Section 14 and allow for and contribute to audits, including inspections, conducted by Haleon or another auditor mandated by Haleon.

14.10. The Supplier undertakes:

14.10.1. not to process or transfer any personal data outside the European Economic Area, without obtaining prior written consent from Haleon;

14.10.2. to ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

14.10.3. not to engage another processor without prior specific written authorization of the Haleon;

14.10.4. to assist Haleon by appropriate technical and organizational measures (taking into account the nature of the processing), insofar as this is possible, for the fulfillment of the Haleon's obligation to respond to requests for exercising the data subject's rights specified in GDPR;

14.10.5. to assist Haleon in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR (taking into account the nature of the processing and the information available to the Supplier);

14.11. Where the Supplier, upon prior written authorization of the Haleon, engages another processor for carrying out specific processing activities on behalf of the Haleon, the same data protection obligations as set out in the Terms and Conditions, the Agreement or other legal act between the Haleon and the Supplier shall be imposed on that other processor by way of a contract or other legal act, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of GDPR. Where that other processor fails to fulfill its data protection obligations, the Supplier shall remain fully liable to the Haleon for the performance of that other processor's obligations.

14.12. If the Supplier violates the provisions of this Agreement or applicable laws within the scope of personal data protection entrusted by this Agreement, the Supplier will indemnify Haleon or its officers and employees against all liability and Losses connected therewith.

14.13. The Supplier is under an obligation to conclude a written agreement with Haleon confirming the obligations set out in this Section 14 of the Terms and Conditions, no later than within seven days of Haleon delivering a request to this extent.

## **15. HAZARDS**

15.1. The Supplier will, and will ensure that its staff and those of any sub-contractor will, when working on any site in connection with the Agreement, comply with all relevant environmental, occupational health and safety legislation and any other appropriate standards, policies and procedures notified by Haleon from time to time.

15.2. The Supplier will provide applicable hazard information such as material safety data sheets, and will inform Haleon of all regulations and guidance (statutory or otherwise) that the Supplier knows or believes to be associated with the Goods, and any combination of the Goods with another product.

15.3. The Supplier will indemnify Haleon and its Affiliates, and keep them indemnified, on demand, from and against all Losses incurred or suffered as a result of or in connection with any third party claim arising from actions by the Supplier or the Supplier's sub-contractors, resulting in the alleged release of any waste, hazardous substance or other pollutant.

15.4. The Supplier will endeavor to exceed any statutory minimum environmental, occupational health and safety requirements in accordance with generally accepted best working practices and any specific standards or other requirements of Haleon.

## **16. RESPONSIBILITY FOR INFORMATION**

The Supplier will be responsible for any errors or omissions in any drawings, calculations, Packaging details or other particulars supplied by the Supplier, whether such information has been approved by Haleon or not, provided that such errors or omissions are not due to inaccurate information furnished in writing by Haleon.

## **17. SUPPLIER'S EMPLOYEES AND SUBCONTRACTORS**

17.1. For the duration of the period in which any Services are being provided, the employment of any employee of the Supplier will remain with the Supplier and will not pass or otherwise transfer to Haleon or its Affiliates, and nothing in the Agreement will be construed or have effect as constituting any relationship of employer and employee

between HALEON (or its Affiliates) and the employees and/or sub-contractors of the Supplier. The Supplier agrees that it is performing the Services as an independent contractor and will retain all responsibility for payment of any income tax, national insurance contributions, and any other taxation that may arise from the provision of the Services, and will indemnify HALEON and its Affiliates, and keep them indemnified, on demand, from and against all Losses incurred or suffered as a result of or in connection with HALEON or its Affiliates having to pay any tax, income tax or national insurance contributions and/or make any deductions at source in respect of the Services.

17.2. Supplier shall not entrust performance of any of its obligations under the Agreement to any third party or subcontractor unless Supplier has obtained prior HALEON's written approval. In case Supplier intends to engage third party or subcontractor it shall immediately inform HALEON thereof and shall apply for HALEON's consent providing HALEON with justification for use of third party or subcontractor. In all events Supplier shall be liable for any and all acts or omissions of third parties or subcontractors as for its own acts or omissions and shall ensure that such third party or subcontractor shall agree to be bound by terms of the Agreement.

17.3. Before Supplier engages third party or supplier it shall make sure that there exists no conflict of interest between subcontractor/third party and HALEON and that subcontractor/third party are not linked or affiliated with HALEON and its employees by way of connections of financial, personal or other kind.

17.4. Before Supplier engages new third party or subcontractor, Supplier shall inform HALEON about this 2 months in advance to enable HALEON to verify the subcontractor/third party.

17.5. Supplier hereby declares that in case of performance of all or part of the Agreement with use of subcontractors, before such use takes place it shall hand over to subcontractor "HALEON's Principles of Co-operation with Business Partners" and obtain written approval thereof.

## **18. SOFTWARE DEFECTS**

18.1. The Supplier warrants that any Goods or Services comprising computer hardware or software, and supplied by Supplier to HALEON (the "**Products**"):

18.1.1. are free from viruses, defects, disabling codes, software routines or hardware components designed to permit (either automatically or through externally applied controls) unauthorized access or allow the Products to be disabled, have content erased, or otherwise be harmed, have been duly tested to ensure that there are no hazards described above, and are subject to recognized and appropriate release procedures including the latest version of a proprietary virus detection software package approved by HALEON, and the Supplier will ensure that corresponding obligations are imposed with its sub-contractors or agents;

18.1.2. have been obtained from a reputable and reliable software developer and not through any interest group or multi-organizational software sharing scheme, and do not include any open source, freeware or shareware (unless otherwise agreed in writing in advance by HALEON); and

18.1.3. will comply and function substantially in accordance with any related user documentation.

18.2. The Supplier warrants that neither the performance nor the functionality of the Products will be adversely affected by any changes caused by the advent of a particular calendar date.

18.3. The Supplier will indemnify HALEON and its Affiliates, and keep them indemnified, on demand from and against all Losses incurred or suffered as a result of or in connection with the Supplier's breach of the warranties set out in Sections 18.1 and 18.2 above.

## **19. INDEMNITY AND INSURANCE**

19.1. The Supplier will indemnify HALEON and its Affiliates and keep them indemnified on demand from and against all Losses incurred or suffered as a result of or in connection with any defect in the Goods or Services, or any breach by the Supplier of its obligations hereunder or of any statutory duty, or from any act or omission of the Supplier's employees, representatives or sub-contractors.

19.2. If requested by HALEON in appropriate cases, the Supplier shall maintain in force an insurance in respect of its liabilities under the Agreement (at all times during the term of the Agreement) for adequate sum insured and, if so requested at any time by HALEON, submit the policy of insurance and proof of payment of premium to HALEON for its inspection. The Supplier agrees that any monies received by the Supplier from the insurance company in full or part settlement of a claim arising out of the Agreement and paid by or due to HALEON shall be paid immediately to HALEON without offset or counter claim.

19.3. Any limitation, monetary or otherwise in such insurance policy referred to in Section 19.2 above shall not be construed as a limitation on Supplier's liability and Supplier shall, notwithstanding such limitation, remain liable in full for any matters and to any extent not covered by the policy.

## **20. ETHICAL STANDARDS AND HUMAN RIGHTS**

20.1. Unless otherwise required or more strictly regulated by law, the Supplier warrants that, in relation to the performance of the Agreement:

20.1.1. it does not employ, engage or otherwise use any child labor in circumstances such that the tasks performed by any such child labor could reasonably be foreseen to cause either physical or emotional impairment to the development of such child;

20.1.2. it does not use forced labor in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge papers or deposits on starting work;

20.1.3. it provides a safe and healthy workplace, presenting no immediate hazards to its employees, any housing provided by the Supplier to its employees is safe for habitation, and it provides access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents at the Supplier's workplace;

20.1.4. it does not discriminate against any employees on any grounds (including race, religion, disability or gender);

20.1.5. it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse, and does not use cruel or abusive disciplinary practices in the workplace;

20.1.6. it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage (whichever is the higher), and provides every employee with all legally mandated benefits;

20.1.7. it complies with the laws on working hours and employment rights in the countries in which it operates;

20.1.8. it is respectful of its employees' right to join and form independent trade unions and freedom of association.

20.2. The Supplier agrees that it is responsible for controlling its own supply chain and that it will encourage compliance with ethical standards and human rights by suppliers of goods and services that are used by the Supplier when performing its obligations under the Agreement.

20.3. The Supplier will ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies. In the case of any complaints, the Supplier shall report the alleged complaint and proposed remedy to Haleon.

20.4. Haleon reserves the right, upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary), to enter the Supplier's premises to monitor the Supplier's compliance with the warranties set out in Section 20.1 above, and the Supplier will, to the extent permissible by the law, provide Haleon with any relevant documents requested by Haleon in relation thereto.

## **21. ANTI-BRIBERY AND CORRUPTION**

21.1. The Supplier agrees that it shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that it has not, and covenants that it will not, in connection with the performance of the Agreement, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it or Haleon in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which Haleon is legally entitled.

21.2. Haleon shall be entitled to terminate the Agreement immediately on written notice to the Supplier, if the Supplier fails to perform its obligations in accordance with this Section 21. The Supplier shall have no claim against Haleon for compensation for any loss of whatever nature by virtue of the termination of the Agreement in accordance with this Section 21.2.

21.3. The Supplier shall not contact, or otherwise knowingly meet with any Government Official for the purpose of discussing activities arising out of or in connection with the Agreement, without the prior written approval of Haleon and, when requested by Haleon, only in the presence of Haleon's designated representative.

21.4. For the purpose of this Terms and Conditions "Government Official" (where 'government' means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organization such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above.

21.5. The Supplier shall inform Haleon in writing, if, during the course of the Agreement, it is convicted of or pleads guilty to a criminal offence involving fraud or corruption, or becomes the subject of any government investigation for such offenses, or is listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.

21.6. The Supplier represents and warrants that except as disclosed to Haleon in writing prior to the commencement of the Agreement: (a) it does not have any interest which directly or indirectly conflicts with its proper and ethical performance of the Agreement; (b) it shall inform Haleon in writing at the earliest possible opportunity of any conflict of interest that arises during the performance of the Agreement; and (c) it shall maintain arm's length relations with all third parties with which it deals for or on behalf of Haleon in performance of the Agreement.

21.7. Haleon shall have the right during the terms of the Agreement to conduct an audit of Supplier's activities under the Agreement to monitor compliance with the terms of this Section 21. The Supplier shall cooperate fully with such audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of Haleon.

21.8. The Supplier shall ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records and each document upon which entries such books and records are based is complete and accurate in all material respects. The Supplier must maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.

21.9. The Supplier agrees that in the event that Haleon believes that there has been a possible violation of the terms of this Section 21, Haleon may make full disclosure of such belief and related information at any time and for any reason to any competent government bodies and its agencies, and to whomsoever Haleon determines in good faith has a legitimate need to know.

21.10. The Supplier shall provide anti-bribery and anti-corruption training to relevant personnel, including any relevant subcontractors, at Supplier who act on behalf of Haleon or interact with government officials during the course of any services provided to Haleon. The Supplier shall provide Haleon the opportunity to evaluate the training



to determine whether it abides by Haleon's standards and shall conduct additional training, as requested by Haleon. The Supplier, upon request by Haleon, shall certify that the anti-bribery and anti-corruption training has taken place.

## **22. ENVIRONMENT & COMMUNITY, HEALTH & SAFETY**

22.1. The Supplier is responsible for:

- 22.1.1. maintain compliance with all applicable laws, regulations, licenses, permits, information registrations and restrictions;
- 22.1.2. have implemented an EHS policy and risk-based management system with a commitment to provide a safe and healthy workplace and protect the environment;
- 22.1.3. ensure there is at least one senior executive with responsibility for EHS and the organization has access to technical expertise to support the Supplier in meeting EHS legal obligations;
- 22.1.4. disclose and report proactively to Haleon on incidents requiring notification to EHS regulators and any associated fines, prosecutions or civil actions;
- 22.1.5. provide relevant information, education and training to its employees and subcontractors on the hazards, risks and controls associated with their job;
- 22.1.6. provide the physical infrastructure and engineering controls necessary to ensure safe storage, handling and processing of materials and waste in order to protect people, the environment and local communities from harm;
- 22.1.7. provide and maintain emergency detection systems and an effective response capability.

## **23. TERMINATION OF THE AGREEMENT**

23.1. If either party to the Agreement is in breach of the Agreement and does not remedy the breach within 30 days of notice from the other party to do so (if capable of remedy), then the other party may terminate the Agreement immediately by notice to the party in breach.

23.2. If, at any time during the term of the Agreement, there is any change in the legal or beneficial ownership or Control of the Supplier:

23.2.1. the Supplier will immediately notify Haleon, in writing; and

23.2.2. Haleon may, upon receiving notice or otherwise becoming aware of a change in the legal or beneficial ownership or Control of the Supplier, terminate the Agreement immediately by notice, in writing, to the Supplier if it considers, at its sole discretion, that the change of ownership or Control is prejudicial to its interests.

23.3. Notwithstanding the above stipulations, Haleon has the right to terminate the Agreement at any time for any reason whatsoever, by giving the Supplier notice, in writing, in compliance with a notice period of at least 14 days.

## **24. CONSEQUENCES OF TERMINATION**

24.1. Within seven days after the termination of the Agreement for any reason, the Supplier will:

24.1.1. at Haleon's option and expense, deliver to Haleon (or as Haleon directs) all the quantities of the Goods in its possession that comply with the Agreement;

24.1.2. at the Supplier's expense, return to Haleon all documents provided to the Supplier by Haleon; and

24.1.3. at the Supplier's expense, ensure that all materials (documents) containing Intellectual Property Rights and/or any information of a technical nature relating to the Goods, the manufacture of the Goods and the provision of Services, or of a confidential nature and supplied by Haleon to the Supplier, are returned to Haleon or destroyed by the Supplier at Haleon's discretion.

24.2. With effect from the termination of the Agreement, the Supplier will not make any use, for any purpose whatsoever, of any Intellectual Property Right that is the property of Haleon.

24.3. The termination of the Agreement or the withdrawal of any Goods or Services from the Agreement will be without prejudice to the continuation in force of Sections 1, 2, 7, 10, 11, 14, 17, 18, 19, 20, 21, 22, 24, 25, 26.4, 26.6 and 26.7. The Supplier will provide Haleon with support in respect of any investigations carried out by Haleon or any regulator with respect to the Goods or Services carried out prior to or after such termination or withdrawal. Haleon will reimburse the Supplier's reasonable expenses in providing such assistance.

24.4. The termination or expiry of the Agreement will not release either party from any liability or consequences of events occurring prior to the termination or expiry. A fair and reasonable price will be paid for all completed Services that have been delivered to Haleon and which comply with the Agreement.

## **25. ASSIGNMENT OF RIGHTS OR OBLIGATIONS**

25.1. No part of the Supplier's rights and obligations under the Agreement may be assigned without the prior written consent of Haleon (acting at its sole discretion), and any such consent will not be deemed to relieve the Supplier of any of its obligations and liability to Haleon pursuant to the Agreement.

25.2. Haleon is entitled at any time, by notice in writing to the Supplier, to assign all or any part of its rights and obligations under the Agreement to any Affiliate or to any successor in title to all or part of that part of Haleon's business that relates to the Goods or Services.

## **26. GENERAL PROVISIONS**

26.1. The Agreement contains the whole agreement between the Parties in respect of the subject matter of the Agreement, and supersedes all prior written or oral agreements, arrangements and understandings between them relating to that subject matter.

26.2. Nothing in the Agreement will create, or be deemed to create a partnership, joint venture or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

26.3. No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy and nor shall it preclude or restrict its further exercise. In addition, no single or partial exercise of any such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

26.4. If any provision of the Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision. The Parties undertake to negotiate in good faith, in order to replace the invalid or unenforceable provision with another alternative provision that is consistent with the law and analogous to the respective invalid or unenforceable provision.

26.5. These Terms and Conditions will apply to Agreements concluded between the Parties after the date of effectiveness of the Terms and Conditions indicated in the heading of this document. Haleon is entitled to amend the Terms and Conditions at any time by posting the updated version of the Terms and Conditions at its official webpage. In the case of Suppliers on whom the Agreement was binding at the date of introducing a new version of the Terms and Conditions, the new version of the Terms and Conditions will be communicated to the Supplier at least seven days in advance, in such a manner that it may easily familiarize itself with the content of the new Terms and Conditions, in particular through the delivery of a written document or by e-mail. The remaining extent of the Agreement may be altered only in the form of a written document signed by duly authorized representatives of both Parties.

26.6. The Agreement is governed by and will be construed by Slovak law. The Parties fully preclude the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 to the Agreement. Any references in the content of the Terms and Conditions to specific legislation will be references to legislation applicable in Slovak Republic.

26.7. The Parties irrevocably agree that Slovak courts will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter. The disputes or claims referred to above will be resolved by a common court with jurisdiction over the registered office of Haleon, unless otherwise provided by law.

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