

General Terms and Conditions for Purchasing

These General Terms and Conditions apply to all requests, quotes, offers, transactions, instructions and Agreements regarding the delivery of Products by the supplier to Direct Healthcare Group (DHG) and affiliates purchasing of Products from the supplier. Applicability of Supplier's general terms and conditions and other terms of whatever title, are hereby explicitly excluded.

In case of a conflict between a specific clause of the Agreement and these General Terms and Conditions, the specifically agreed clause shall prevail, without prejudice to the applicability of these General Terms and Conditions for the remainder.

1.0 Definitions

1.1 The terms/definitions below have the indicated meaning in these general terms and conditions of purchase, unless stated otherwise or a different meaning is evident from context:

Agreement: the written arrangements including appendices, agreed between DHG and the Supplier regarding the delivery of Products.

Applicable Laws: means any and all laws, ordinances, constitutions, regulations, statutes, treaties, rules, codes, licenses, certificates, franchises, permits, principles of common law, requirements and Orders adopted, enacted, implemented, promulgated, issued, entered or deemed applicable to DHG.

Component: Any component for the Tailor-Made Product.

Delivery: the moment the conditions in Clause 5 have been fulfilled.

Delivery Date: the date of Delivery of Products.

Documentation: all documentation that forms part of the Product, e.g. (digital) drawings, certificates of quality, testing or warranty, CE and UKCA certificates, manuals, instructions and any other document, needed for the use, assembly, installation and/or maintenance of the product.

Free Issue Material: all free issue material, such as products, drawings, tools and production equipment, models and calculations, to be supplied by DHG, or by a third party on behalf of DHG, to the Supplier in connection with the Agreement.

DHG: means Direct Healthcare Group Limited company number 05252571, registered in England and Wales at Unit 8 Withey Court, Western Industrial Estate, Caerphilly, Mid Glamorgan, CF83 1BF and any subsidiaries or holding companies (as defined in the Companies Act 2006) from time to time and any subsidiary of any holding company from time to time.

DHG IPR: any Intellectual Property Rights owned, used or licensed by DHG including but not limited to patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Inspection: the examination and assessment, whether or not in the interim, of the Products as regards conformity with the provisions of these General Terms and Conditions and the Agreement.

Intellectual Property Rights: any patent, copyright, registered design or unregistered design right, trademarks, methods, techniques, discoveries, inventions (whether patentable or not), formulae, formulations, technical and product specifications, equipment descriptions, plans, lay outs, drawings, computer programs and software, assembly, quality control, installation and operating procedures, operating manuals, technical information, designs, data, know-how and other information, and any application for any of the foregoing.

Off-the-shelf Products: any product manufactured or sourced by the Supplier, without having received specific instructions from DHG, for the purpose of being supplied to a wider group of customers.

Tailor Made Products: any product that is specifically manufactured or sourced by the Supplier for the purpose of only being supplied to DHG.

Packaging: all products, including disposables, which may be used for the packaging (including primary and secondary), enclosing, protection, transport, delivery and presentation of Products throughout the entire process from Supplier to DHG and/or consumer.

Parties: DHG and the Supplier.

Product: means both off the shelf Product and Tailor-Made Products

Specification: means the specification of the Product, included but not limited to drawings and materials.

Supplier: the contractual counterpart of DHG.

Working Day: a day on which banks are open for business in the home country of the Supplier (excluding Saturdays, Sundays and public holidays.)

Supplier Code of Conduct: an important part of the relationship between DHG and its Suppliers, defining the standards under which DHG expect to conduct business responsibly.

1.2 In these General Terms and Conditions, "written" or "in writing" is also taken to mean/include communication via email, fax, electronic Data Interchange ("EDI") or any other (electronic) medium, insofar as explicitly stipulated or indicated by the context.

2.0 Background

2.1 DHG relies on the Supplier's expertise to manufacture and/or source the Product and that the Supplier accordingly warrants and represents to DHG that each Product supplied by the Supplier to DHG shall conform in all respects to the specifications and terms set out in the Agreement, be of satisfactory quality and comply with all Applicable Laws and Standards applicable to the Product.

3.0 Acceptance

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- 3.1 The Supplier shall ensure that the Products shall:
 - 3.2 correspond with their description and any applicable Specification;
 - 3.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by DHG expressly or by implication, and in this respect DHG relies on the Supplier's skill and judgement;
 - 3.4 comply with the stipulated acceptance tests; and
 - 3.5 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the products.
- 4.0 **Samples**
 - 4.1 The Supplier shall not commence mass production of the Tailor-Made Product until DHG has issued its approval of the pre-production samples as specifically ordered/given by DHG.
 - 4.2 The Supplier shall not commence usage of a Component in mass production of the Tailor-Made Product until DHG has issued its approval of the Component to the Supplier in writing.
- 5.0 **Delivery**
 - 5.1 Any agreed trade term shall be construed in accordance with the INCOTERMS in force at the formation of the Agreement. If no trade term has been specifically agreed, the Delivery shall be Delivery Duty Paid ("DDP"), at the delivery location named by DHG and on the Delivery Date. Partial delivery shall not be permitted, unless otherwise agreed in writing.
 - 5.2 The Supplier guarantees that every Delivery: 1) meets the specification; 2) is complete and includes the Documentation; 3) is carried out in accordance with the Supplier's guarantees as formulated in these General Terms and Conditions; and 4) is accompanied by a complete packing list, stating at least the name and address of the Supplier, Delivery Date, DHG's order number and product references, description of the article, the quantities ordered, quantities delivered and such other information that DHG may reasonably request.
 - 5.3 The Supplier undertakes to confirm in writing any purchase orders placed by DHG within **two (2) Working Days** from receipt of the purchase order. If DHG has not received confirmation from the Supplier within such period, the purchase order (including, but not limited to, DHG's proposed Delivery Date) shall, nevertheless, become binding for the Supplier, unless the purchase order deviates from the Agreement or quotation made by the Supplier (as applicable) and the Supplier has informed DHG of that in writing **within two (2) Working Days** from receipt of DHG's purchase order.
 - 5.4 Delivery is completed when: 1) the Products have been delivered at the agreed delivery location in accordance with the delivery specifications; 2) DHG has received all Documentation relating to the Products; and 3) DHG has accepted the Delivery.
 - 5.5 As soon as the Supplier knows or may reasonably anticipate that the agreed Delivery Date shall be exceeded or that it shall otherwise fail in complying with the Agreement, it is obliged to immediately notify DHG thereof giving the reasons, and to confirm this in writing as soon as possible. In that case, DHG is entitled to suspend its obligations towards the supplier.
 - 5.6 The ownership and the risk of the Product passes to DHG at the time of Delivery. Any retention of title by the Supplier is null and void.
 - 5.7 If the delay in Delivery is such that DHG is entitled to claim liquidated damages from the supplier, and if the Product is still not delivered, then DHG may by written notice to Supplier terminate the Agreement or portions thereof, at DHG's sole discretion.
 - 5.8 These Conditions shall apply to any repaired or replacement Products supplied by the supplier.
 - 5.9 DHG's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
- 6.0 **Changes**
 - 6.1 The supplier shall not implement a change to the Specification and / or Product without prior written approval from DHG.
 - 6.2 The supplier acknowledges that a change can affect the safety and/or performance of the products. This includes, but is not limited to, raw materials, components, inspection and testing methods, manufacturing processes, manufacturing location, and suppliers/subcontractors that directly affect products produced for DHG. The supplier must provide timely advanced notification to DHG for planned product change.
 - 6.3 If the changes, in the opinion of the Supplier, have consequences for the agreed fixed price and/or the Delivery Date, the Supplier shall, before executing the changes, inform DHG of the consequences in writing as soon as possible, but at least within five (5) Working Days of receiving notification of the desired changes. If in the opinion of DHG these consequences for the price and/or Delivery Date are unreasonable, the Parties will consult on the matter.
 - 6.4 The Supplier undertakes to proactively inform DHG, and in no event later than six (6) months in advance, when manufacturing of an Off-the shelf Product will be discontinued, and it shall give DHG a last opportunity to place a purchase order for such Off-the-shelf Products.
- 7.0 **Order Cancellation**
 - 7.1 DHG shall be entitled to cancel an order to the extent that the Products have not been delivered by the Supplier. DHG shall promptly inform Supplier in writing of the cancellation of the order. Upon receipt of the cancellation mentioned, the Supplier shall do everything reasonable possible to reduce costs due to the cancellation to a minimum. As the only concession DHG shall compensate the unavoidable cost that the Supplier has accrued up to the time that the notification of cancellation was received by the Supplier, net of any savings achieved as a result of the cancellation by DHG, provided that the Supplier to the satisfaction of DHG can document such cancellation costs.
- 8.0 **Documentation**
 - 8.1 The Supplier accepts and acknowledges that it shall ensure that all Documentation provided with the Products shall be in English, unless agreed otherwise by the Parties in writing.
 - 8.2 The Supplier grants or shall procure the direct grant to DHG of a fully paid up, worldwide, irrevocable and transferable, royalty-free licence to use the Documentation in any way it sees fit. Reproduction of the Documentation is permitted exclusively for DHG's own use. Use for customer information falls under the definition of own use.

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9.0 Packaging

- 9.1 All Products provided by the Supplier shall comply with all Applicable Laws, any additional requirements following DHG's instructions and as agreed by the Parties and where possible be packed in an environmentally friendly manner.
- 9.2 Unless otherwise stipulated in the Agreement, or agreed by the Parties in writing, all transport packaging as opposed to Product packaging shall remain the property of the Supplier and shall be promptly removed by Supplier in conjunction with or promptly after Delivery.

10.0 Price, Payment and other commercial terms of the contract

- 10.1 All prices are to be quoted exclusive of VAT and comprise all costs relating to the fulfilment by the Supplier of all its obligations to DHG including Packaging, insurance and carriage of the Products, unless agreed otherwise in writing.
- 10.2 All prices are fixed for a minimum of twelve (12) months after the date of first Delivery of the Product, unless agreed otherwise by the Parties in writing.
- 10.3 The price of the Products shall be as set out and agreed by the Parties in writing. No extra charges shall be effective unless agreed in writing with DHG.
- 10.4 Unless agreed otherwise by the Parties in writing, payment shall be made on the basis of net invoice amounts within sixty (60) days of receiving the invoice, provided DHG has accepted the Products and received an approved Documentation. Payment by DHG does not in any way constitute a waiver of rights.
- 10.5 DHG is entitled to suspend payment of an invoice if it is of the opinion that the Products delivered fail to comply with the Agreement and/or show defects, or if the Supplier otherwise fails to fulfil its obligations under the Agreement.
- 10.6 The Supplier is not permitted, without the prior permission of DHG, to assign, pledge or transfer ownership of its rights on payment from DHG in full or in part to third parties under any title whatsoever.

11.0 Invoices

- 11.1 All invoices issued to DHG by the Supplier must state DHG's order number as well as the item number(s), any applicable project number, quantities and description of the Products delivered. The invoice must also meet all statutory requirements, including but not limited to, stating the price exclusive of VAT, the VAT amount, the Supplier's VAT number, chamber of commerce file reference number and IBAN. The invoice shall be issued digitally and in the language of the country where the Goods are shipped from and in English.
- 11.2 An invoice that does not fulfil the requirements set out in Clause 11.1 shall not be accepted by DHG or runs the risk of serious delay in handing.
- 11.3 All claims on and other rights of the Supplier towards DHG, on whatever grounds, will in any event expire on the passing of one (1) year from the occurrence of the fact on the basis of which the Supplier can exercise these claims and rights against DHG.

12.0 Free Issue Material

- 12.1 The Supplier acknowledges that all Free Issue Material remains the property of DHG and all rights in the Free Issue Materials are and shall remain the exclusive property of DHG. The Supplier shall keep the Free Issue Materials in safe custody and at its own risk, maintain them in good condition until returned to the Customer and not dispose or use the same other than in accordance with DHG's instructions. The Supplier shall further store all Free Issue Material separately from material belonging to the Supplier or third parties, and shall keep such Free Issue Material properly identified by part, number and date of receipt and as the property of DHG at all times. The Supplier shall use Free Issue Material supplied by DHG on a FIFO (First-In, First-Out) basis unless otherwise instructed by DHG. The risk of loss of or damage to the Free Issue Material shall lie with the Supplier from the point of receipt to collection by the freight forwarder, whether through assembly into the Product or otherwise.
- 12.2 The Supplier shall not, either directly or indirectly, use the Free Issue Material for any other purpose than to manufacture Products, or for Delivery to DHG (as the case may be).
- 12.3 Upon termination of the Agreement, the Supplier shall return all unused Free Issue Material to DHG, or to such other person as DHG may nominate by written notice.
- 12.4 If any processing of Free Issue Materials or DHG IPR results in new Products being created, the ownership and rights to such products vests in and passes to DHG at the time of the processing.

13.0 Quality

- 13.1 The Supplier shall ensure the Products are compliant with all applicable regulations, directives and CE compliance, where applicable.
- 13.2 DHG shall assess the Supplier's performance, and the Supplier shall be supervised and inspected in accordance with the Supplier's quality management system to ensure compliance with the agreed quality assurance requirements and applicable standards and regulations.
- 13.3 The Supplier's quality management system shall, as a minimum, fulfil the requirements set forth in e.g. ISO9001 (latest version) or similar third-party certification, recognised by DHG, with the obligation to set a zero-defect goal and to continuously improve its performance.
- 13.4 DHG reserves the right, through quality-audits and visits to Supplier's premises and plants, to review the compliance with the Supplier's quality system. This right shall, to the extent legally possible, also be extended to cover the work of any subcontractor(s) controlling, controlled by or under common control with Supplier. Each Party will bear its own costs in relation to such inspection. Any such quality-audits and visits shall be performed during normal working hours in such a manner as not to interfere with the Supplier's or the relevant subcontractor(s) normal design, development and integration process. Supplier shall support all quality-audits and visits made by DHG with adequate and sufficient personnel and with the documentation reasonably required by DHG.
- 13.5 If the Supplier fails to fulfil any of the requirements in this clause, DHG shall be entitled to terminate the Agreement, including all open orders, with immediate effect.

14.0 Conformity, Inspection and Defects

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- 14.1 DHG accepts no limitation on its maximum rights towards the Supplier, as specified in Applicable Laws, regarding a claim on absence of conformity (or the consequences of a claim) by any consumer of DHG that the delivered Products do not correspond with the Agreement.
- 14.2 DHG, all at times, reserves the right to instruct or perform Inspections of the Products and the Supplier's fulfilment of the General Terms and Conditions and the Agreement, be it during production, processing, storage or after Delivery, which Inspection will not be regarded as acceptance of the Products. The supplier will provide its cooperation to the Inspection and at no expense.
- 14.3 If DHG, following an Inspection, decides to reject all, or part of, the Products, DHG is entitled to suspend its payment obligations proportionately and exercise the right referred to in clause 20.
- 14.4 If the Supplier does not collect the rejected Products within then (10) Working Days, DHG will be entitled to return the Products to the Supplier at the Supplier's risk and expense.
- 14.5 DHG reserves the right to the refuse the Delivery of Products that show transport damage, without prejudice to all its other rights.
- 15.0 **Guarantee**
 - 15.1 The Supplier guarantees that the Products comply with the Agreement and the Specification and that they have the properties agreed on, including full compliance with the Documentation, are free from defects and have been made of materials that are suitable for their intended purpose and comply with the Group Purchasing Policy and any and all statutory requirements, applicable laws and other applicable legislation and/or generally accepted standards and guidelines with regard to quality, health and the environment such as, but no limited to, the REACH and RoHS EU directives, both at national and international level, all as applicable at the time of Delivery of the Products.
 - 15.2 Upon DHG's request, the Supplier shall provide necessary documentation and/or Certificates of relevant Products and the country of origin.
 - 15.3 The Supplier undertakes, at its own expense, to timely apply for, and to submit, all official approvals, permits, licenses and documentation necessary for the purchase, shipment and use of the Products, and only to supply Products that comply with all applicable legal requirements, in particular those of the country in which the DHG production facility receiving the Products is situated.
 - 15.4 If the Agreement or applicable legislation or rules do not stipulate otherwise, the Supplier shall finish full warranty on the Products for a period of **twenty-four (24)** months after Delivery. When applicable, the date of acceptance by DHG instead of the Delivery Date shall be regarded as the warranty period start date.
 - 15.5 If DHG purchases Products based on a formally approved sample, such to be agreed upon in writing between the Parties, the delivered Products must comply with the formally approved sample at all times.
- 16.0 **Recall**
 - 16.1 DHG shall notify the Supplier about any event or Product defects that could result in a Product recall.
 - 16.2 Without limiting any other remedies available to DHG under the General Terms and Conditions, DHG is entitled to cease the sale of and require the Supplier to recall any Products supplied by the Supplier that do not meet the applicable quality standards or Applicable Laws and/or the Specification.
 - 16.3 As soon as the Supplier becomes aware of such a situation, it shall immediately take all necessary actions to analyse and investigate what has created the recall event or the potential recall event and consider appropriate remedies. The cost of implementing a recall or any other actions necessary to remedy a recall event hereunder will be borne by the Supplier by way of the Supplier without delay providing DHG with a credit-invoice for the purchase value of all the recalled Products plus a handling fee of 25% of said applicable purchase value.
- 17.0 **Intellectual Property Rights**
 - 17.1 The Supplier grants DHG a non-exclusive, irrevocable licence, subject to any Intellectual Property Rights and other exclusive rights regarding the Products supplied. Pursuant to this licence, DHG shall have the right to use and apply, the inventions and know-how incorporated into the Products to the extent these are protected by the rights referred to, including to repair the Products and/or to cause them to be repaired, and DHG shall also be authorised to supply the Products to third parties, whether or not the Products are supplied to the third parties as a component of other goods.
 - 17.2 The Supplier warrants that the Products do not infringe the Intellectual Property Rights of any third parties and shall defend and indemnify DHG, companies affiliated with DHG and DHG's clients and customers for all costs, loss or harm that may arise as the result of any infringement or alleged infringement of such rights. DHG reserves the right to determine the credibility of such third-party claims. DHG reserves the right, with a timing of its own election, to take measures DHG Considers appropriate, including but not limited to reaching settlement with the relevant third party under conditions that are acceptable to DHG. DHG is entitled to charge the resulting (e.g. financial) consequences to the Supplier. DHG will endeavour to limit the consequences and costs to a reasonable level.
 - 17.3 If the Agreement provides for the development of software or if the Delivery of Products also comprises availability of software, the Supplier is, at DHG's request, obliged to provide DHG with the relevant source code or to be agreed on, enabling DHG to gain access to this source code in the event of the Supplier's insolvency or in the event the Supplier is no longer able or willing to maintain software or make the software available.
 - 17.4 The title to all Intellectual Property Rights in respect of any improvement made, developed or acquired by either Party shall vest in DHG and the Supplier shall procure that all Intellectual Property Rights in respect of any improvement made, developed or acquired by any subcontractor of the Supplier shall be assigned to DHG. Article 19.5 shall apply mutatis mutandis.
- 18.0 **DHG IPR**
 - 18.1 If DHG needs to disclose to the Supplier any DHG IPR necessary to enable the Supplier to manufacture or source the Product, the Parties shall sign a separate non-disclosure agreement regarding the DHG IPR and confidential information.
 - 18.2 DHG authorises the Supplier to use the DHG IPR disclosed under clause 18.1 and the separate non-disclosure agreement only

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for the purposes of performing its obligations under the Agreement.

18.3 DHG owns and retains all DHG IPR provided to the Supplier, and the Supplier shall have no rights in respect of any DHG IPR. The Supplier shall not supply Products produced through the use of DHG IPR to any person other than DHG and shall not use any DHG IPR except for the purposes specified in this Article 18.2. The Supplier shall, after termination of the Agreement, refrain from any form of disclosure, reproduction or distribution of any DHG IPR.

18.4 The Supplier shall use DHG’s trademarks on or in relation to the Product only in the form and manner specified by DHG from time to time.

18.5 The Supplier shall promptly and fully notify DHG of any actual or threatened infringement of any DHG IPR which comes to the Supplier’s notice, or which the Supplier suspects has taken place.

19.0 Corporate Responsibility

19.1 The Supplier shall, at all times, during the term of the Agreement and/or in conjunction with manufacture and supply of Products to DHG follow the Supplier Code of Conduct as made available to the supplier by DHG and follow ethical and environmental requirements of applicable standards and legislation. DHG shall through audits and/or visits to Supplier’s premises and plants, have the right to review the compliance with the above.

20.0 Liability

20.1 Each party’s direct liability to the other party in connection with the Agreement will be limited to the higher of (1) the aggregated amount DHG has paid the Supplier under the Agreement, or (2) € 1,000,000. To the maximum extent permitted by Applicable Laws, neither the Supplier nor DHG will be legally responsible for any indirect or consequential damages in connection with this Agreement.

20.2 The limitation of liability as set out clause 20.1 does not apply to Supplier’s liability to DHG for (1) violation of its confidentiality obligation or violation of DHG’s intellectual property rights, or for (2) damages resulting from gross negligence or wilful misconduct. Further and without prejudice to the aforesaid the Supplier Shall indemnify DHG against all financial consequences of third-party claims, related in any way to the Agreement, including product liability claims caused by the Supplier.

20.3 During the term of the Agreement and for a period of 5 years afterwards, the Supplier shall, at its own cost, procure and maintain, from a reputable insurance company sufficient professional indemnity insurance, product liability insurance, public liability insurance and property insurance to cover the liabilities that may arise under or in connection with the Agreement including coverage for all stock.

20.4 The Supplier shall compensate all legal costs, including judicial costs and reasonable attorneys’ fees of DHG related to any shortcoming on the part of the Supplier.

21.0 Shortcomings

21.1 An attributable shortcoming on the part of the Supplier, barring prompt evidence to the contrary, occurs if, but is not limited to, where: (1) the delivered Products or part of the delivered Products, does not meet the conditions of the Agreement; (2) a defect regarding the quality or the capacity of the delivered Products, does not meet the conditions of the Agreement; (3) the Delivery, or a part of the Delivery, is not delivered on the Delivery Date; or (4) the Supplier fails or has failed to live up to any guarantee provided by the Supplier.

21.2 If one of the incidents set out in clause 21.1 occurs, DHG shall communicate such to the Supplier in a timely, reasonable and motivated manner.

21.3 In case of non-, late or inadequate performance by the Supplier (e.g. if the Products deviates from the agreed Specification), DHG is entitled, at its own discretion and without prejudice to its other rights by virtue of law, the Agreement and these General Terms and Conditions, to claim: (1) immediate replacement of the Products at no expense; (2) immediate repair of the Products; (3) immediate Delivery of the missing Products; (4) reduction of the purchase price; (5) full or partial dissolution of the underlying Agreement; and/or (6) full or partial dissolution of all current Agreement.

21.4 The term “immediate” in this Article 21 is defined as five (5) Working Days, unless DHG agrees in writing to a longer period, or less than five (5) Working Days if DHG presents adequate grounds to demand a shorter period, which the Supplier may still reasonably comply with. If the Supplier does not fulfil its obligations or if urgency so dictates, DHG, without prejudice to its own rights, is entitled to acquire the relevant Products, at the Supplier’s expense, from a third party, or to instruct a third party to carry out repairs and to charge the resulting costs to the Supplier, subject to the limitations set forth in Article 20.1. The Supplier shall on request and at no expense provide DHG with all components required to remedy the defects in the Products.

21.5 If DHG stores, waiting for repair of or replacement of Products that do not meet the terms of the Agreement, and/or specifications, such storage by DHG will be for the risk and account of the Supplier.

21.6 In the event of non-attributable shortcoming, for example acts of civil or military authority, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, lockouts, breakdown, the Party in question shall give the other Party written notice of such event as soon as possible, but at the latest within ten (10) Working Days after the occurrence of the non-attributable shortcoming, and the obligations of both parties shall be suspended for the duration of that event with a maximum of four (4) weeks. The Parties will during that period consult with one another in order to find an acceptable solution.

21.7 If the Supplier enters insolvency-proceeding, is granted a (provisional) moratorium or a debt rescheduling scheme, ceases its business operations, or if attachment is imposed on its business assets, or parts thereof, or Products required for the performance of the Agreement, and such attachment is not lifted within a reasonable period of time set by DHG, all claims of DHG become collectable and DHG is furthermore entitled to dissolve the Agreement with immediate effect, without prejudice to DHG’s other rights.

22.0 Confidentiality

22.1 Each party undertakes that it shall not at any time during the term of the relevant Agreement and for a period of three years after its expiry or termination disclose to any person any confidential information concerning the business, affairs, strategy, product, clients or suppliers of the other party, except as permitted by clause **Error! Reference source not found.**

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- 22.2** Subject always to the provisions of clause 22.1, each party may disclose the other party's confidential information:
- 22.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations pursuant to the Contract. Each party shall ensure that any such person to whom it discloses the other party's confidential information comply with this clause 22; and
 - 22.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 22.3** Neither party shall use the other party's confidential information for any purpose other than to perform its obligations pursuant to the Agreement.
- 22.4** All drawings designs, Specifications and information submitted by DHG, including the Products and / or Documentations, shall be confidential information.
- 23.0 Other Provisions**
- 23.1** If these General Terms and Conditions are amended by DHG, the amended version will form part of every Agreement concluded between the Supplier and DHG after the amended version comes into effect.
- 23.2** Any waiver by either Party of a breach of any provision of the Agreement or the General Terms and Conditions shall not be considered as a waiver of any subsequent breach of the same or any other provision and a Party's failure to exercise or delay in exercising and right, power or privilege shall not operate or be confirmed as a waiver or a consent to the modification of the terms of the Agreement or the General Terms and Conditions unless given by the Party in writing.
- 23.3** If one or more provisions of these General Terms and Conditions are invalid, void or voidable, it shall not affect the validity of the other provisions. Such provisions shall be replaced with a provision that shall reflect the purport and meaning of the original provision as closely as possible.
- 23.4** Unless approved in writing by DHG, the Supplier may not use a subcontractor for the Manufacturing of Tailor-Made Products. If the Supplier has received such approval from DHG to use a subcontractor, the Supplier shall be jointly and severally liable for damages caused by the subcontractor.
- 24.0 Termination of the Agreement**
- 24.1** DHG is entitled to terminate the Agreement by giving 90days written notice to the Supplier.
- 24.2** In the event of a Supplier breaches the Supplier Code of Conduct, DHG is entitled to terminate the Agreement with immediate effect.
- 24.3** The right to terminate the Agreement shall not prejudice any other right or remedy of the Supplier in respect of the breach concerned (if any) or any other breach.
- 24.4** On the termination of the Agreement for any reason, the Supplier shall offer to sell to DHG all Tailor- Made Products that have been manufactured by the Supplier but not delivered to DHG at the date of termination at the price set out in the Agreement. Usable but unused stocks of labelling and packaging or components for the Product bearing any of DHG's trademarks shall be offered at the price equal to their cost to the Supplier.
- 24.5** Subject to clause 24.4, on the termination of the Agreement for any reason the Supplier shall immediately: (1) cease to manufacture and sell any Tailor Made Products; (2) cease to use, either directly or indirectly, any DHG IPR; (3) return to DHG any documents, discs or any other data storage medium in its possession or control which contain or record any part of any DHG IPR; (4) consent to the cancellation of any formal licence granted to it, or of any record of it in any register, in respect of any DHG IPR; and (5) return any Free Issue Material to DHG.
- 24.6** Obligations, such as warranties, assumed by the Parties that, according to their nature, are destined to continue after termination or lapsing of the term of the Agreement, shall remain in full force and effect.
- 25.0 General**
- 25.1** The Supplier may not assign, transfer or subcontract any of its rights or obligations under the Agreement (or purport to do so) without first having obtained DHG's written consent. DHG may assign, transfer mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any and all of its rights or obligations under the Agreement, or any part of them, to any person.
- 25.2** If any provision of these Conditions or Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the modification necessary to give effect to the commercial intention of the parties.
- 25.3** Any waiver or delay by DHG in exercising any right, power or remedy pursuant to the Agreement and/or by law (such waiver to be in writing) does not constitute a waiver of such right, power or remedy or a waiver of any other rights power or remedy. No single or partial exercise of a right, power or remedy shall prevent any further exercise of the right, power or remedy or the exercise of another right, power or remedy.
- 26.0 Governing Law and Jurisdiction**
- 26.1** Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be governed by or construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter of formation.
- 26.2** The Parties will only bring a dispute to arbitration after they have made every effort to settle the dispute by mutual agreement.
- 26.3** A dispute between the Parties shall never constitute a reason for the Parties to suspend their obligations under the Agreement.