



**TELENOR MAGYARORSZÁG ZRT.
/TELENOR HUNGARY LTD.**

GENERAL PROCUREMENT TERMS AND CONDITIONS

First issue date: 1 February 2011

First effective date: 1 February 2011

Modification date:	Modified by:	Summary of modifications:	Effective date of modification:
29. december 2011.	dr. Kancsár Tibor	§.11.8. – court provision	1. January 2012

GENERAL PROCUREMENT TERMS AND CONDITIONS

GENERAL PROCUREMENT TERMS AND CONDITIONS**1. GENERAL PROVISIONS**

- 1.1.** The purpose of these General Procurement Terms and Conditions (hereinafter **Procurement Terms and Conditions**) is to provide uniform regulations for Telenor Hungary Limited (*Telenor Magyarország Zrt.*, address: Pannon út 1, 2045 Törökbálint, company registration number: 13-10-040409, hereinafter: **Telenor**) and third parties (hereinafter **Partner**) concluding a sale and purchase, supply, mandate, services or any other contract to provide a Service (hereinafter **Contract**), or acting based upon an order made by Telenor (hereinafter **Order**) in case no contract is concluded. These regulations govern the rights and obligations of these parties and the rules applicable to Contracts and Orders.
- 1.2.** The Procurement Terms and Conditions regulate the Parties' general rights and obligations. In the event of any discrepancies between the Contract/Order and the Procurement Terms and Conditions, the terms of the Contract and/or the Order shall apply. If the Contract includes the general terms of contract between the Partner and Telenor, and one or more Occasional Orders are made under the scope of the Contract, the terms of the Occasional Order shall have priority if they contradict the terms of the Contract, while issues not regulated in the Occasional Order shall be governed by the Contract.
- 1.3.** The Parties shall conduct themselves honestly and in good faith and cooperate closely during their negotiations before concluding the Contracts, during the conclusion of the Contracts, while performing the Contracts and the Orders, and during their post-performance procedures.

- 1.4.** These Procurement Terms and Conditions shall apply to Telenor, the Partner and the Partner's Subcontractor (if the Partner has the right to engage a Subcontractor). By signing the Contract or a separate statement, the Partner agrees to be bound by the Procurement Terms and Conditions. The Partner must conclude a contract with its Subcontractor or obtain a statement from the Subcontractor declaring that the Subcontractor agrees to be bound by the obligations in these Procurement Terms and Conditions.

2. DEFINITIONS

- 2.1.** "Subcontractor" means any person or organisation with which the Partner cooperates in the course of the performance of the Contract or the Order.
- 2.2.** "Goods" means any valuable and transferable objects that can be possessed, including the forces of nature that can be utilised as an object.
- 2.3.** "Contact Person" means any person appointed by the Partner and Telenor who have the right to consult with one another in relation to the implementation of the Contract or the Order.
- 2.4.** "Order" means any order issued under the Contract and describing Telenor's expectations. Orders are submitted by Telenor to the Partner in writing and include (as necessary) the types, kinds, quantities, prices, delivery deadlines, delivery locations and payment terms of the Goods and Services ordered and any other terms of performance that may apply.
- 2.5.** "Occasional Order" means occasional orders made under this Contract. Unless these Procurement Terms and Conditions provide otherwise, Occasional Orders shall be governed by the rules applicable to Orders.

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- 2.6.** "Order item list" means the official order item list included in the Order sent to the Partner. The line contains the precise name, quantity and price of the Goods or the Service.
- 2.7.** "Contract" means the Contract between the Partner and Telenor together with all its subsequent amendments made by mutual agreement and the annexes.
- 2.8.** "Service" means an obligation specified in the Contract or the Order for the transfer of an object or the carrying out of an activity, for refraining from an activity, for liability for some obligation or for some other conduct.
- 2.9.** "Confidential Business Information" means all information, data or fact, whether of technical, business, economic or any other nature, disclosed in any manner whether verbally, electronically, visually or in written or other form either identified as confidential or proprietary or which due to its character and nature should be kept confidential to protect a legitimate interest.

3. THE RULES OF PERFORMANCE**3.1. Date and place of performance**

- 3.1.1. The Partner must perform by the deadlines specified in the Order or the Contract. If the Parties do not specify a deadline for performance in the Contract or the Order, or agree on a different deadline, the Partner must perform by the deadline approved in writing by Telenor's Contact Person for procurement affairs. If the Contract or the Order specifies partial deadlines, the Partner must meet these partial deadlines.
- 3.1.2. The Partner shall be required to perform its obligations at the location specified in the Contract or the Order. Unless otherwise provided in the Contract or the Order, or if not clearly specified in the Contract or the Order, or cannot be

detected from the intended use of the Service or the Goods, the place of performance shall be Telenor's registered address.

- 3.1.3. Before performance is started, Telenor is entitled to modify the place of performance originally specified but must reimburse all related costs for Partner.

- 3.1.4. If Telenor specifies a deadline for performance, the Partner shall meet the deadline, but shall notify Telenor at least 48 hours in advance of the performance, or, if the deadline for performance is shorter, as soon as possible in the given circumstances.

- 3.1.5. The Partner may only deliver partial performance, or perform before the specified date or deadline if Telenor has specifically and separately agreed to this through the procurement Contact Person in writing or orally.

3.2. Manner of performance

- 3.2.1. The Partner shall be required to perform on the basis of the prices listed in the Contract or the Order.

- 3.2.2. Telenor is entitled to check the prices of the Partner by requesting prices from other persons/entities involved in similar activities, on the basis of which it is entitled to request renegotiation of the Partner's prices. The Partner may not refuse to re-negotiate the prices.

- 3.2.3. The prices and fees specified by the Partner include all of its costs and fees that may arise, including the costs or preparation and performance, packaging and other costs, costs of transportation of the objects to the place of performance, regardless of whether transportation is carried out by the Partner or a third party appointed by the Partner.

- 3.2.4. The Partner shall be required to provide the Goods to Telenor in an appropriate

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packaging in order to protect the integrity of the Goods and to ensure that they remain in the condition specified in the relevant agreement. The packaging must be marked in a manner that allows the object to be identified easily and unambiguously. The Partner shall be responsible for the damage caused by defective or insufficient packaging or by the failure to meet contractual requirements regarding packaging. The Partner shall also be responsible for damage caused by the incorrect labelling of the Goods. In this case, the Partner shall continue to be liable, even if risk has already been transferred.

- 3.2.5. If more than one Partner are involved in the same performance of the contract (for instance, they work at the same time and at the same location on a common project), they shall be required to coordinate their efforts and cooperate with each other closely for the purpose of carrying out the works in an economical manner, in accordance with the agreement and as soon as possible. If the Partner(s) is/are in breach of its/their obligations specified in this Section, each Partner shall be responsible for its own breach only.
- 3.2.6. If under the Contract, the Order or an official or statutory requirement, the Partner is also required to hand over performance-related documents at the time of performance (such as minutes of performance, measurement or material testing, quality certificate or other documents), or if there are quality assurance requirements, standards and other provisions applicable to the performance), the delivery of these documents to Telenor shall be a preliminary requirement of due performance/supply or the due provision of the Service.
- 3.2.7. The Partner shall provide a 1-year guarantee for the Service, the object sold and for due performance in accordance

with Section 248 of the Hungarian Civil Code.

3.3. Delay in performance

- 3.3.1. If any conditions arise during the performance of the Contract or the Order which hinder the Partner from performance within the required deadline, the Partner must notify Telenor without delay in writing, explaining the reasons of the delay and its expected duration and effect. If the notification is not made in time, Telenor shall be entitled to demand payment of a penalty as specified in Section 7.4.
- 3.3.2. Telenor may grant an extension of the Partner's deadline at its discretion. However, this may not be regarded as a waiver of Telenor's claim for penalty and for damages. The extension shall only be valid if in writing, in the form of a modification of the Order or the Contract.
- 3.3.3. If, due to the Partner's delay, Telenor is obliged to engage the services of a third party and contracts with this third party to carry out the performance specified in the Contract or the Order, or if Telenor itself carries out the performance, and Telenor must bear additional costs as a result, Telenor may be entitled to offset these costs against the Partner's invoice or require the Partner to reimburse these costs directly.
- 3.3.4. If the Partner is late in performing its obligations, the penalty provisions listed in Section 7 of these Procurement Terms and Conditions shall apply accordingly.

3.4. Employing subcontractors

- 3.4.1. The Partner shall only have the right to employ a subcontractor for performance if the engagement is not of a personal nature and if Telenor has granted its

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written approval thereto in advance. Telenor is authorised to specify terms for the employment of subcontractors. The Partner shall be required to take these expectations into consideration. The Partner shall be responsible for the conduct of the Subcontractor as if the performance was carried out by the Partner itself or if the Partner employ a Subcontractor without authorisation, the Partner shall be liable for all damage caused by employment of the Subcontractor.

3.4.2. Telenor is entitled to refuse the application of the Subcontractor recommended by the Partner in writing, specifying the reason. Telenor's rejection of the Subcontractor proposed by the Partner may not be a reason for failure to perform by Partner in accordance with the Agreement.

3.4.3. In justified cases, Telenor may request in writing that an accepted Subcontractor be replaced. The Partner must comply with this request.

3.5. The Partner shall prepare a detailed report for evidencing his due performance and hand it over to Telenor before Telenor confirms the performance.

3.6. If the obligations have been duly performed, Telenor shall issue a certificate of performance or sign the Partner's receipt in confirmation of the delivery of the products (hereinafter jointly referred to as confirmation of performance). The Partner shall only be entitled to issue its invoice specified in Section 5.1 after the confirmation of performance has been issued.

4. RULES APPLICABLE TO ELECTRONIC ORDERS

4.1. If Telenor makes an Order through its electronic mailing system (by e-mail), the Procurement Terms and Conditions shall apply, but with the exceptions specified in this Section 4.

4.2. An Electronic Order is an Order made by Telenor on the basis of a Partner's offer if the order is made by an email sent to the primary email address of the Partner or to the email address of the person specified by the Partner (its Contact Person in particular). An Electronic Order shall be considered accepted if receipt is confirmed by the Partner through its primary email address or from the email address of the person specified by the Partner through a message sent by the email system of the Partner to Telenor and when this confirmation email is received by Telenor. The obligation to fulfil the Order becomes binding on the Partner from the moment of receipt.

4.3. If the confirmation of receipt sent by the Partner to Telenor arrives to Telenor, the Partner shall not have the right to claim that the Electronic Order has not been delivered.

4.4. Otherwise, the Rules applicable to Orders shall also apply to Electronic Orders.

5. PAYMENT TERMS

5.1. The Partner shall be entitled to issue an invoice to Telenor after it has received Telenor's confirmation of due performance. Only the prices and fees specified in the Contract or the Order (or agreed in writing by Telenor if different prices and fees are used) shall be used as the basis of the invoiced amount. In any other case, Telenor may consider the invoice to have been improperly issued and shall have the right to return it without payment.

5.2. The Partner's invoice must bear Telenor's name, registered address (business site or branch), tax number, and the identifier or number of the Contract or the Order. The invoice must meet all effective statutory requirements applicable to invoices.

5.3. If the Partner only provides a part of its performance, it shall only be entitled to issue an

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invoice on the quantity as shown in Telenor's confirmation of partial performance if the Contract or the Order allows partial performance.

- 5.4.** If the obligations specified in Sections 5.1, 5.2 and 5.3 are breached, Telenor shall be entitled to reject the invoice issued by the Partner and return it to the Partner. The legal consequences of a delay in payment shall not apply in this case.
- 5.5.** Telenor shall pay the invoice by bank transfer to the account specified on the Partner's invoice. The payment deadline shall be 60 (sixty) days from the day the invoice is received by Telenor.
- 5.6.** If Telenor fails to pay the invoice within the deadline specified in Section 5.5, the Partner shall be entitled to charge a late-payment interest equal to the central bank base rate valid on the last day of the calendar half year of the delay.

6. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE PARTIES

- 6.1.** The Partner is required to provide Telenor with the Service and the Goods defined in the Order or the Contract in a manner that the Service or the object is/are suitable for the purpose specified by Telenor or for the intended purpose of the Service or Goods.
- 6.2.** The Partner warrants that no person shall have a right over the Goods or Service provided under the Contract or the Order that would exclude, limit or hinder Telenor's obtaining the relevant rights, including but not limited to obtaining the ownership, the possession of the object and the right of disposal (warranty of title).
- 6.3.** When Telenor has fulfilled its payment obligations, it shall obtain rights of use over any intellectual property transferred to Telenor by the Partner. The rights of use shall be unlimited concerning time, location and method of exploitation, they shall be exclu-

sive rights of use and exploitation and shall specifically include the right of adaptation. Regarding these intellectual properties, the Partner warrants that no third party shall have a right on these properties that would prevent Telenor from or hinder Telenor in exercising the right of exploitation granted to Telenor.

- 6.4.** The Partner agrees that if its performance violates a third party's right (particularly a third party's right to an intellectual property such as copyright or trade mark rights), and if the third party makes a claim against Telenor in relation to the violation of its rights, the Partner shall indemnify Telenor against any claim made before court and outside of court. In the course of fulfilling its indemnification obligations, the Partner shall consult with Telenor in advance and obtain Telenor's approval before it takes any related action or makes any related statement. The Partner undertakes the obligation to indemnify Telenor immediately for all damage and costs arising regarding the claim of defence without delay. Telenor shall be indemnified against any such claims and damages.
- 6.5.** The Partner shall compensate Telenor for all damage caused by the Partner to Telenor and shall indemnify Telenor against all damage, expenses and third-party claims arising from the Partner's act or omission in connection with the Contract or the Order. The Partner may not limit the legal ground or the extent of damages.
- 6.6.** The Partner represents that it holds the necessary official licences to perform the activities specified in this Contract and the Order and warrants that, should Telenor suffer damage due to the absence of authorisation, it shall fully indemnify Telenor in this regard.
- 6.7.** The Partner shall only act in its own name and shall not have the right to represent Telenor unless Telenor grants an explicit authorisation to that end in advance and in writing.

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- 6.8.** The use of Telenor's name and trademark in any form and the Service or manufacturing and construction work provided to Telenor may only be used as a reference if discussed with and agreed to by Telenor in writing. The Partner shall bear sole responsibility for any damage arising from the use of the name. The Partner shall also maintain and protect Telenor's reputation. If the Partner's conduct is susceptible of damaging Telenor's reputation, the Partner shall compensate Telenor for any material and non-material damage.
- 6.9.** The Partner undertakes that it and its Sub-contractors shall perform their obligations hereunder as independent persons/entities and their owners and employees shall not be employed by Telenor.
- 6.10.** With respect to their obligation to cooperate mutually, the Parties shall inform one another of any significant circumstance that may have an effect on the performance of the Contract or the fulfilment of the Order.
- 6.11.** The Parties shall notify one another immediately of any change in the conditions affecting the Contract and the Order (e.g. any factors preventing performance, expected delay in performance, etc.) and in the Parties' data and the contact information of the contact persons. The Partner shall be required to comply with this obligation in addition to the notification obligation specified in Section 3.3.1. Also, the Parties shall notify each other if a reorganisation or a voluntary winding-up procedure is started against them before a competent court, if an involuntary liquidation procedure has been irrevocably started against them or if any other significant change occurs in the party's ability to perform its obligations. If a Party fails to notify the other Party or is late in notifying the other Party, it shall be fully liable to compensate the other Party for all the damage arising out of the failure or the delay in accordance with sections 318 (1) and 339 (1) of the Hungarian Civil Code.
- 6.12.** The Partner shall be liable for faulty performance in accordance with the Civil Code with the proviso that Telenor shall have the right to choose freely from the rights granted in Section 306 (1) of the Civil Code and shall not be bound by the order specified therein.
- 6.13.** The Partner shall consult with Telenor in advance and obtain Telenor's written approval of any information provided in relation to the Contract or Telenor including but not limited to press releases and statements, press conferences, commercial information disclosed through the Internet or otherwise and the content of brochures. The Partner shall only participate in media appearances, provide information and give approvals if and as approved in writing and must comply with the terms of any such approval.

7. PENALTY

- 7.1.** If the Partner performs in delay or its performance is faulty, it shall be required to pay a penalty in the daily amount of 1% of either the consideration specified in the Order or in the Contract or of the net amount of the Order item list for each day of delay between the first day of delay/faulty performance until the day on which the repair or replacement is provided and Telenor accepts the performance or until the day on which the delayed performance is actually carried out (penalty for faulty performance). If the penalty payable by the Partner under this section reaches 20% of either the consideration specified in the Order or in the Contract or of the net amount of the Order item list, Telenor shall be entitled to terminate the relevant Contract with immediate effect or cancel the Order with no legal consequences.
- 7.2.** The acceptance of delayed performance of the Partner shall not be considered a waiver of the penalty by Telenor.
- 7.3.** The Partner shall be obliged to pay liquidated damages even if the Contract is not performed or the Order is not fulfilled for a reason imputable to the Partner (frustration penalty). In this case, the amount of the

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penalty shall be equal to 56% of the consideration specified in the Order or in the Contract or of the net amount of the Order item list.

7.4. If the Partner breaches its notification obligation in Section 3.3.1 of these Procurement Terms and Conditions, the amount of the penalty shall be equal to 20% of either the consideration specified in the Order or in the Contract or of the net amount of the Order item list.

7.5. If an obligation to pay penalty arises, Telenor shall be entitled to notify the Partner in writing of any claims for penalty with a 14- (fourteen-) day payment deadline.

7.6. Telenor must notify its Partners in writing of its penalty claims. The Partner is required to make payment within 14 (fourteen) days by bank transfer to the account specified in Telenor's letter of demand. If Telenor owes money to the Partner under any Contract or Order, it shall be entitled to offset its penalty claim against the amount owed to the Partner. The Partner's liability to pay penalty shall terminate to the extent of the offset amount. The offsetting shall not affect the Partner's liability to pay VAT.

7.7. If Telenor does not claim penalty from the Partner, it does not exclude its right to claim damages at the same time. Telenor is entitled to make a penalty claim against a Partner on multiple legal grounds.

8. CONFIDENTIALITY

8.1. The Partner shall be required to handle all Confidential Business Information confidential it receives that is related to Telenor or its Partners, or any additional Confidential Business Information related to such information that the Partner had been disclosed during the negotiations before the Contract was signed or the Order was made or that the Partner learns in the course of fulfilling the Order.

8.2. The Partner agrees that as from the date of disclosure of any Confidential Business Information, it shall

8.2.1. only use Telenor's Confidential Business Information for the purpose performing the Contract and/or fulfilling the Order;

8.2.2. not disclose Telenor's Confidential Business Information to any other person or to the public;

8.2.3. limit disclosure of Telenor's Confidential Business Information to persons within its organisation and to those third party contractors performing tasks related to the Contract or the Order and who are bound to protect the confidentiality of such Confidential Information as if they were the Partner (hereinafter referred to as "Business partners");

8.2.4. keep and maintain Telenor's Confidential Business Information confidential in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own;

8.2.5. not disclose Telenor's Confidential Business Information to any third party (except Business Partners) without the prior written consent of Telenor. Where such prior written consent has been given by Telenor, the third party shall then be deemed to be a permitted recipient of the Confidential Business Information.

8.3. The Partner shall notify Telenor immediately if the Partner learns of any unauthorised possession, use or knowledge of Telenor's Confidential Business Information or the existence of materials containing such Confidential Business Information.

8.4. If any Confidential Business Information of Telenor is disclosed to the public or to a third party through a breach of confidentiality and due to the Partner's fault (including direct or

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indirect breaches of confidentiality by persons acting in the Partner's interest), the Partner shall make all reasonable efforts to cooperate with Telenor in preventing and stopping the use, distribution, sale or disclosure of the Confidential Business Information. This shall naturally not limit any additional rights Telenor may have.

8.5. The Partner shall be fully responsible for any breach of its obligations related to Confidential Business Information and it shall also be liable for any related damage if the breach of confidentiality or the damage is imputable to or otherwise caused by the Partner (including its staff, Business Partners and permitted recipients).

8.6. Telenor or the relevant third party, as the case may be, retains all right to its Confidential Business Information, including any related intellectual property rights.

8.7. The confidentiality obligation shall not apply to the following Confidential Business Information:

- that has been disclosed or that is being disclosed without a breach of confidentiality, or
- that had already been disclosed to the recipient party in a legal manner at the time it was disclosed by Telenor (and this can be proven), or
- that the Partner has obtained in a legal manner from a third party authorised to disclose it without restrictions, or
- that has been independently developed by the Partner without using the Confidential Business Information and the Partner has written evidence to prove this, or
- that has been disclosed under a relevant statutory or regulatory obligation, including obligations related to a listing on an official stock exchange. In such cases, the Partner shall be required to

notify Telenor in writing in advance and without delay of its data disclosure obligation in order to allow Telenor to protect its rights.

9. FORCE MAJEURE

9.1. When either Party is unable to fulfil a contractual obligation due to an unexpected and unavoidable cause or event, especially natural disaster, war or any similar event, the Party unable to perform shall inform the other Party without delay or as soon as the circumstances allow. When the Party fails, without justifiable reason, to provide this information, the Party shall be liable for any damage caused by the failure to fulfil the obligation to provide information.

9.2. When the duration of force majeure exceeds at least half the time frame allotted for performance, either Party is entitled to request the amendment of the Agreement or the Order affected by force majeure. If negotiations do not produce results within 2 (two) weeks, Telenor is entitled to terminate the Contract with immediate effect and cancel the Order.

9.3. Telenor may also cancel the Order and terminate the Contract with immediate effect without using the time frame defined in clause 9.2. or conducting any negotiations, if, for any reason, it required performance at a specified date and at no other time, provided that

- (i) in the circumstances, there is reason to believe that the Partner will not be able to perform the Contract or fulfil the Order at the specified date or by the deadline and
- (ii) a third party agrees to perform the Contract or fulfil the Order.

In the case of cancellation under this clause, the Partner may not claim any damages from Telenor.

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9.4. In the event of force majeure, the Parties' contractual rights and obligations are suspended with the exception of rights and obligations in this clause.

10. AMENDMENT AND TERMINATION OF THE CONTRACT OR THE ORDER

10.1. The Parties may amend the terms and conditions of the Contract or the Order at any time.

10.2. Telenor may amend the provisions of these Procurement Terms and Conditions at any time, in which case it shall notify the Partner. Any such amendments to the Procurement Terms and Conditions shall only apply to Contracts concluded and Orders placed after the Partner was notified.

10.3. The Parties may terminate the Contract by mutual agreement at any time. Telenor is entitled to terminate the contract by giving a 3-month notice without having to provide justification, unless otherwise provided for in the Contract.

10.4. Either Party may terminate the contract by extraordinary termination in the case of a serious breach of contract by the other Party.

10.5. Material breach is considered, but are not limited to, the following:

10.5.1. The Partner, through its own fault, is in such delay with the delivery deadlines set in the Order - even if this only affects a single item - that it is no longer in Telenor's interest to maintain the contract or to fulfil the Order.

10.5.2. The Partner breaches any of the provisions set out in the Contract or any of the obligations set out in the Order and fails to remedy said breach within the appropriate period set by Telenor in a separate notification. No preliminary notification shall be required prior to an extraordinary termination if the nature

or severity of the breach does not justify it or if it cannot be expected from Telenor.

10.5.3. If the Partner intends to assign or assigns its rights and obligations to a third party without the written authorisation of Telenor.

10.5.4. If there is a material change in the Partner's capacity to perform this Agreement (e.g. finances, marketing rights, number of qualified staff, etc.) which would give grounds for the presumption that it will not be able to fulfil its contractual obligations.

10.5.5. A court enforcement procedure or bankruptcy proceedings have been initiated against the Partner, or its involuntary liquidation has been ordered by a final court decision.

10.5.6. Telenor fails to fulfil its payment obligation within 30 days after the payment despite receiving a written warning from the Partner, provided that Telenor has received an invoice from the Partner and did not raise any objections or offset any amounts.

11. OTHER PROVISIONS

11.1. With respect to these Procurement Terms and Conditions, letters, emails and fax messages shall be considered as written forms of communication between the Parties; while only paper-based communication shall be considered as a suitable means for amending or terminating the Contract.

11.2. Having regard to special provisions for Electronic Orders, any information provided under these Procurement Terms and Conditions shall only come into effect when the other Party becomes aware of it. The other Party is deemed to have become aware of the information:

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- (i) on the day of receipt of e-mail and fax messages, if sent during working hours (between 8 AM and 5 PM on weekdays);
- (ii) on the working day following the day of receipt of the e-mail and fax messages, if sent outside working hours (between 5 PM and 8 AM on weekdays; or on public holidays in Hungary);
- (iii) 5 days after the information is posted (within Hungary) by registered mail without return receipt;
- (iv) on the day indicated on the return receipt if sent by registered mail with return receipt.

Under points (i)-(iv) of this clause, the recipient Party may prove that, despite exercising due care, it was not able to become aware of the information sent, because of e.g. technical failures not caused by the Party's negligence, late delivery by the postal service provider or force majeure.

11.3. In the course of the performance of the Contract and the Order, Telenor and the Partner shall maintain contact through Contact Persons specified in the Contract and the Order. The appointment of a Contact Person is made for informational purposes only, and the appointment in itself does not authorise the Contact Person to represent either of the Parties. However, the Agreement or the Order may provide expressly in writing for the Contact Person(s) of Telenor to be able to accept (certify) the performance of the Partner. If the Contact Person is replaced, the Parties shall inform each another of the replacement and of the identity of the new Contact Person without delay (within three working days at the latest).

11.4. Telenor and the Partner each expect one another to comply with international and national legal norms on social responsibil-

ity, and the application of international human rights instruments and labour law rules with due consideration to local practices.

11.5. The invalidity of any section or provision of this Contract shall not affect the validity of the other provisions – unless the provision is such that the Parties would not have concluded the Contract without the provision in question – however, the Parties must promptly enter into negotiations with one another in order to eliminate the reason for invalidity and to come to an agreement on a provision that is as close as possible in content to the invalid provision.

11.6. Cooperation under the Contract or the Order shall not affect the independent status of Telenor and of the Partner, and it shall not constitute any form of ownership interest nor any other legal relationship under company law between the Parties. Neither Party shall be entitled to undertake obligations on behalf of the other.

11.7. The Parties agree that the laws of Hungary shall apply to the Contracts, the Orders and these Procurement Terms and Conditions.

11.8. The Parties have the obligation to cooperate with one another in settling their disputes amicably, out of court, and through negotiation insofar as possible. Should such negotiations fail, the Budaörs Town Court (*Budaörsi Városi Bíróság*) or the Court of law in Székesfehérvár (*Székesfehérvári Törvényszék*) shall have exclusive jurisdiction, depending on the amount in dispute.