

Neumarkter Lammsbräu



General Terms and Conditions of Delivery

OF NEUMARKTER LAMMSBRÄU GEBR. EHRSPEGER KG

AMBERGERSTRASSE 1, 92318 NEUMARKT, GERMANY, HEREINAFTER REFERRED-TO AS "BREWERY"

1. SCOPE OF APPLICATION

The following Delivery Terms and Conditions shall be valid and applicable for business transactions with those of the Brewery's customers who are entrepreneurs themselves.

2. ORDERS

2.1. It is requested that orders be placed in good time ahead, i.e. three to four weeks prior to the date when it is desired that the products should be ready for collection. Minimum quantities for individual orders will respectively be coordinated with the Customer.

2.2. Orders passed on to the Brewery will as far as possible be taken care of and handled in compliance with order data and as soon as possible. The Brewery shall be exempt from its obligation to make the products available for collection if and as long as it is or will be prevented from its performance and completion of an order either in whole or in part because of force majeure – more particularly by a labour dispute – or if it is or will be obliged (on account of the implementation of labour dispute measures) to proceed to a temporary restriction or discontinuation of its business operations. It is agreed that orders will be handled on an ex works Brewery basis (Incoterms 2010).

2.3. The Brewery shall place the products on the collector's vehicle in line with instructions which will be given by the driving crew. Loading yards are open for collectors from Mondays to Thursdays from 6.30 to 16.00 hours, Fridays 6.30 to 14.00 hours, except for holidays.

2.4. The Brewery is not a loader within the meaning of Section 412 of the German Commercial Code. Loading in compliance with transport and operational safety standards according to the respectively applicable state of load safety technology shall be taken care of by the collector. The collector shall deploy specially trained qualified personnel for this purpose, it shall give instructions concerning the proper placement of the products on the vehicle and it shall also provide the equipment which will be required to ensure safe loading of the products. The Brewery will not monitor or check the measures which are taken by the collector or its vicarious agents in order to guarantee safe loading of the goods. The Brewery will not be liable for any damages which are due to or caused by insufficiently secured loads.

3. QUALITY AND LIABILITY

3.1. The Brewery will produce, prepare for delivery and/or deliver the beverages in perfect top quality and it will more specifically take account of and comply with any

and all respectively applicable statutory regulations which are governing for the production of the same. In this context the Brewery underlines that beer shall be stored and/or transported protected against frost, at cool temperatures and protected against sun and light; the best beer cellar temperature is seven to eight degrees Celsius.

3.2. If there are any complaints concerning the product quality the Customer shall inform the Brewery of this complaint immediately after receipt of the products. Any and all complaints or claims concerning quantities or prices which are indicated in the bills of delivery and/or the invoices shall be asserted at the latest within 10 days.

3.3. In the case of any and all beverages with regard to which rightful complaints are asserted this shall entitle to their return only but it shall, as a matter of principle not entitle to reject any other faultless beverages, nor shall it entitle the Customer to purchase beverages of a comparable type from other suppliers nor to rescind beverage-supply contracts. In cases of dispute the case shall be

decided by Technische Hochschule Weihenstephan – Chair for the Technology of Brewing I – in 85354 Freising as an arbitrator whose decision concerning the quality of a beverage shall be binding. The costs for such an expertise shall be paid for by the unsuccessful party.

3.4. In the case of negligently caused materials and financial losses the Brewery and its vicarious agents shall only be liable in case of non-compliance with any one essential contractual obligation, whereas its liability for damages will be limited to damages which are typical for this type of contract and were foreseeable at the time of the conclusion of the contract as far as the amount is concerned.

4. PRICES AND PAYMENTS.

4.1. It shall be the respectively valid list prices of the Brewery which shall be valid and governing.

4.2. It is agreed that invoices shall be paid in advance. Payments shall be made immediately and strictly net after receipt of the invoice(s). Payment of the invoices shall be made by way of the SEPA Direct Debit Scheme. If any Customer will make payments by way of some other payment system the Brewery shall be entitled to add a surcharge in line with the respectively valid price list. In cases of return debit notes the Customer will be invoiced a lump sum for damages for handling costs and collection, which will be in the amount of 20.00 EUR for every individual case.

4.3. As long as payment will not have been received the Brewery shall not be obliged to make the ordered products ready for collection.

4.4. As far as the Brewery's claims are concerned set-offs can only be made by way and on the grounds of claims which are uncontested or declared final and absolute by a Court.

5. RESERVATION OF OWNERSHIP TITLE

5.1. The Brewery reserves its ownership right and title in and to the delivered products until any and all claims resulting from and accrued on account of the business relationship will have been paid in full and until any and all outstanding balances from the Customer's current account will have been settled, and in the case of cheques until the date when they are cashed.

5.2. The products which were delivered subject to the reservation of title may only be resold in connection with the Customer's ordinary course of business. These products must neither be pledged by the Customer nor may they be assigned to any third party or parties as a security. As far as any claims are concerned which the Customer may have in relation to any third party or parties as a result of the resale of the products which are thus subject to the reservation of title, the Customer herewith assigns any and all such claims in advance to the Brewery. The Brewery herewith accepts this assignment.

5.3. In the event where the current market value of the Brewery's products which are located in the Customer's premises while still being the Brewery's property, plus the value of the assigned claims will exceed 110 % of the Brewery's unpaid claims the Brewery agrees and obliges itself to waive and abandon its ownership title in and to such products which are subject to the reservation of title and/or to declare that it waives the assigned claims. This abandonment of claims and/or the waiver concerning such products will at the Brewery's option be upheld by the Brewery until the coverage ratio for the unpaid claims will again be back to 110 %.

6. EMPTIES

6.1. Any and all empties (crates, returnable bottles, casks, kegs, beverage containers, pallets of the Brewery or of any one of its trading partners, as well as

neutral transport containers or packages, etc.) will be left to the Customer for nothing but their intended use, and they will remain the inalienable property of the Brewery.

6.2. The Brewery will charge deposits for such empties in line with the respectively valid price list; these amounts are due for payment together with the purchase price for the delivery of the products concerned, plus value-added tax. The amounts of these deposits serve as a security only. They shall in no case be considered as an assessment basis for deductions and incentives of whatever nature which are allowed by the Customer.

6.3. The Customer shall immediately and at the Brewery's option either return such empties sorted, in the same numbers and qualities at the latest within six months and at its own expenses or hold them ready for collection. The Brewery may reject the return of empties the value of which exceeds 20 % of the value of the empties which must be returned. The Brewery will only be obliged to take back crates with the respective types of bottles for which they are meant, – which were delivered by the Brewery (so-called sorted reusable empties). If and when the business relationship will be terminated or in the case of a changeover of empties any empties which are still in circulation will only be taken back within a time period of six months counted as from the termination of the contract or the changeover of the empties on.

6.4. The Brewery will respectively issue credit notes for returned empties, inclusive of TVA.

6.5. In the case of empties which are not returned on time or which are damaged or cannot be used any more, damages will be invoiced at net replacement prices for new empties, less a 20% reduction new for old. It will be up to the Customer to provide evidence to prove that no damage was caused or that the damage amounted to a lesser sum. The costs which will be charged in this respect will be calculated on the basis of the shortfall quantities which will be evidenced in and by the empties accounts.

7. ACCOUNTING

The Customer shall verify invoices, empties accounts, balances confirmations and other accounts to check the same for their correctness and completeness, and it shall, within a term of two weeks following receipt of the balances confirmations or accounts submit objections in writing to the Brewery within a term of two weeks after receipt of the balances confirmation or account, otherwise the same shall be deemed to have been approved, if the Brewery will have drawn the Customer's attention to this opportunity to object.

8. OTHER PROVISIONS

8.1. If the Customer were to fail to comply with any exclusivity obligation in favour of the Brewery the latter shall be entitled to an immediately payable compensation from the Customer, such compensation then being in the amount of 50.00 EUR for every hectoliter of beer or for every hectoliter of beer-mixed beverages, and of 25.00 EUR for every hectoliter of non-alcoholic beverages for every hectoliter which was purchased in infringement of the contract. Amounts which are or were paid in compensation for shortfalls in purchased quantities will be taken into account. The Customer has the option to submit evidence to prove that no damage or lesser damage was caused.

8.2. If the Customer were not to discontinue external procurement despite written notice and warning the entire compensation which is due and is to be paid for the remaining term of the contract shall become due for immediate payment, with an interest discount in the amount of 5.5 %. As far as future lost sales are concerned the Brewery will make an estimate of the same, taking account of the average purchases so far transacted or other appropriate circumstances.

8.3. Even in the case of repeated leniencies on the part of the Brewery, which may more specifically be granted in the case of temporary facilities or concessions concerning Customer's payment commitments, such leniencies shall not entail or give rise to any pertinent rights for the future and this shall not be construed as a permission for any such future violations of commitments or delays, nor as a tacit modification or amendment of the contract.

8.4. Orally agreed-upon collateral covenants need to be confirmed by the Brewery in writing for these covenants to be valid in law.

8.5. If the Customer is made up by a plurality of persons, these latter authorize each other mutually to receive statements or declarations. Statements or declarations made by only one of the Customer's persons will also be binding for the other person or persons of the Customer.

8.6. If any one of the above-mentioned provisions is or will be invalid or void in whole or in part, then this shall not affect the validity of the other remaining provisions.

8.7. The Customer's personal data will be processed by Neumarkter Lammsbräu Gebr. Ehrnsperger KG, Amberger Str. 1, 92318 Neumarkt, Germany, Telephone: 09181/4040, E-mail: info@lammsbraeu.de as responsible company. These data will exclusively be processed for the purposes of the initiation of a contract and of the creation and the implementation of a contractual relationship under Art. 6, para.1 phrase 1 lit a to c and f of the General Data Protection Regulation (EU) (GDPR). No data will be communicated to any third party or parties without previous consent. As far as the Customer in its quality of Party is concerned the Customer is and will be entitled to obtain information concerning any such data processing (Art. 15 GDPR), correction, deletion and restriction of personal data (Art. 16, 17, 18 GDPR), the right to the transfer or communication of data (Art. 20 GDPR) or the right to object in case of processing under Art. 6 para 1 phr. 1 lit f GDPR in relation to Neumarkter Lammsbraeu Gebr. Ehrnsperger KG. If such an underlying purpose will no longer exist the said data will be deleted unless this will be prohibited under statutory regulations which provide for certain periods of retention. In addition the Customer is entitled to submit objections to Bayerisches Landesamt für Datenschutzaufsicht (BayLDA, i.e. Bavarian Supervisory Authority for Data Protection), Promenade 27, 91522 Ansbach, Germany. More detailed information concerning such data processing will be available as per <https://www.lammsbraeu.de/datenschutz> or can be obtained from the Brewery upon request either by electronic or postal communication as per the above-indicated address <https://lammsbraeu.de/datenschutz>, or by electronic or postal request as per the above-indicated address data.

8.8. The place of performance and jurisdiction shall be Neumarkt, Germany.

8.9. The laws of the Federal Republic of Germany shall be governing, with the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) being barred and precluded.

8.10. In case of doubt the German version of these Terms and Conditions shall be governing.

Noted:

Date

Signature

