

General Terms and Conditions of Business:

Section 1 Scope of Application

1. The following General Terms and Conditions of Business (GT&Cs) shall apply exclusively to all deliveries and services between BRAU UNION EXPORT GmbH & Co KG (hereinafter called "BUX" for short) and its trading partners (hereinafter called "Customer"). They shall also apply to future transactions.
2. Terms and conditions of business of the Customer contrary hereto shall not become part of the contract, even if these are known to BUX, or if BUX's order acknowledgement deviates from the terms and conditions laid down in the Customer's order.
3. These GT&Cs shall be deemed accepted by the Customer when the Customer places an order with BUX, but no later than when the Customer accepts the deliveries and/or services.

Section 2 Conclusion of a Contract; Instruction under Section 3 KSchG [Consumer Protection Act]

1. All offers from BUX shall be non-binding and be subject to change without notice.
2. Orders from the Customer shall always be binding, but a contract shall not be brought about until BUX has expressly accepted the orders in writing. An email shall also be deemed to be "in writing". Mere confirmation of receipt of an order shall not constitute acceptance of a contract. BUX reserves the right to decline changes to orders without giving reasons.
3. Contracts entered into by a consumer outside of the business premises (e.g. at a trade fair) or by way of distance selling (e.g. online) shall be subject to the FAGG [Distance and Off-Premises Contracts Act] and entitle the consumer to cancel the contract within one week of the conclusion of the contract. Such cancellation shall be declared in writing, in the form of an express declaration, to BUX's business address. To meet the time limit for cancellation, the Customer must send off such declaration of cancellation before the time limit for cancellation expires. In all other respects, the relevant provisions of the FAGG shall apply.
4. Owing to the right to cancel within 7 days, goods shall not be delivered to consumers until after this period has expired, unless the Customer has expressly waived cancellation or its right to cancel.

Section 3 Prices / Payment Terms

1. All prices charged shall be net prices ex works, unless otherwise agreed upon in writing, and shall therefore be exclusive of value-added tax, excise duty and delivery or shipping charges.
2. Any discounts shall be calculated degressively and on the basis of the net selling price (excluding excise duty).
3. The goods shall be paid for, in the currency specified in the invoice, in accordance with the agreed payment terms. Unless otherwise agreed, all payments shall be due for payment within 10 days of receipt of the invoice, without any deduction, plus – if stated – applicable value-added tax. Any entitlement to deduct a cash discount shall be conditional upon a corresponding note in the invoice.
4. The Customer shall be responsible for the proper importation of the goods to the destination country and for passing on the taxes, customs duties and other levies relating thereto and shall hold BUX harmless in this connection, unless BUX has expressly undertaken in writing to take on this responsibility. Bank charges shall be borne by the Customer. Non-granting of an official licence (e.g. an import licence) shall not release the Customer from its obligation to pay.
5. If prices have been agreed upon, and the costs upon which these are based change, BUX shall be entitled to adjust the prices commensurately with the change in the costs.

6. Set-off or retention shall be permissible only if the Customer's counter-claims are undisputed or have been determined by a final and non-appealable court judgement.
7. Payments shall be valid only if made directly to BUX and shall only have debt-discharging effect when received or credited to the bank account.
8. In the event of default, default interest shall be deemed agreed upon at the rate of 4% in the case of a consumer or at the rate under Section 456 UGB [Austrian Commercial Code] in the case of a business owner. Moreover, BUX shall be entitled to declare due the total fee still outstanding and charge at least € 10.00 for BUX's additional costs (including, among others, reminder and processing charges). Furthermore, any further loss, including in particular any resulting higher interest charged on any credit accounts of BUX due to default in payment, shall be compensated for, regardless of fault.
9. If the fee is not paid when due, BUX shall have the right to postpone the performance of its obligations until payment has been made, and rescind the contract if a reasonable grace period is not observed. In this respect, BUX shall be entitled to declare rescission of the whole contract even in the event of partial performance.
10. If insolvency proceedings concerning the Customer's assets are instituted, or such proceedings are not instituted due to insufficient assets to cover the cost, BUX shall be entitled to declare due with immediate effect all liabilities of the Customer or withhold deliveries arising from contracts not yet performed or carry out deliveries only on an advance payment basis or rescind the contract without setting a grace period.
11. The setting of the retail prices shall, of course, be at the Customer's free discretion and lie exclusively within the Customer's sphere.

Section 4 Delivery / Performance

1. BUX's respective agreed supply plant shall be the place of performance for the delivery.
2. Unless otherwise agreed upon in writing, shipment and transportation shall take place at the Customer's expense and risk (Incoterms 2020 FCA place of performance). In any event, BUX's delivery shall be deemed made once it is offered to the Customer at the place of performance. All risk shall thereupon also pass to the Customer.
3. Deliveries shall be made only on business days and during the set opening times at the respective sales depot or at the business establishment. BUX shall be entitled to invoice for all extra costs incurred in connection with deliveries made outside of the normal business hours at the Customer's request.
4. The cost of any insurance of the consignment at the Customer's request shall be borne by the Customer. The implementation of any special loading or shipping instruction issued by the Customer shall take place at the Customer's risk and expense. If packaging is necessary in the brewer's opinion, this shall take place in the manner customary in the trade and at the Customer's expense.
5. As a rule, set periods for delivery shall be non-binding. Events of force majeure shall entitle BUX to postpone the delivery date and deliver on an alternative date or rescind the contract or refrain from carrying out the delivery. The following shall be deemed to be force majeure: any elementary event that impacts from the outside, occurs irregularly or would be expected to occur irregularly and could not have been averted by exercising utmost reasonable care or be made harmless in terms of its consequences (e.g. natural disasters, war, pandemics).

6. If BUX defaults on delivery, a new delivery period shall be agreed upon with the Customer. In any event, however, a grace period of at least 20 business days shall apply. Damage claims based on default in delivery shall be ruled out, except in cases of wrongful intent or gross negligence.
7. BUX shall be entitled, but not obliged, to make subdeliveries.
8. In the event of default in acceptance, all risks shall pass to the Customer (e.g. risk of damage, loss, etc.), and the Customer shall be liable to BUX for all expenditure arising from default in acceptance. BUX shall be entitled to store the goods at the Customer's risk and, for this, invoice to the Customer an appropriate fee and any costs resulting therefrom, e.g. storage costs. The legal consequences of default in acceptance shall also apply in the case of subdeliveries.
9. In the case of collections, the Customer's means of freight transportation, or those of the forwarder appointed, must meet the following requirements: Lorries – emission class at least corresponding to EURO V, bodies conforming to EN 12642 XL, loadable on both sides, no closed bodies with only rear-end loading/unloading. The lorry driver shall be responsible for the securing of loads. In cases of collection, BUX shall give time slots for the loading and unloading of lorries. These must be adhered to by the Customer or the forwarder appointed by it, otherwise it shall not be possible to guarantee the loading.

Section 5 Accuracy of the Statement of Account

1. The Customer shall check the accuracy and completeness of all statements of account (invoices / empties balance / delivery notes / account statements / loan slips) and lodge any objections with BUX in writing within 14 days of receipt. They shall be deemed accepted by the Customer as being accurate and complete if the Customer does not object within this period.

Section 6 Retention of Title

1. All goods delivered shall remain BUX's property until fully paid for.
2. If the Customer resells the goods that have been delivered under retention of title, the Customer shall, at BUX's request, assign to BUX up to the sum of its liability existing against BUX the claim to which the Customer is entitled from this reselling. Until further notice, the Customer shall be authorised to collect in its own name on BUX's account the claim assigned. The authorisation to resell shall end upon the cessation of payments by the Customer, the institution of insolvency proceedings or the rejection of such proceedings due to insufficient assets to cover the cost.
3. The Customer shall inform BUX of any reselling and also inform its customers that the claim has been assigned to BUX. The assignment may be disclosed by BUX to the Customer's customer if the Customer fails to properly meet its payment obligations in relation to BUX.
4. The Customer shall not pledge the goods or assign the goods to third parties as security or otherwise encumber the goods. If third parties attach the goods that are under retention of title, the Customer shall point out BUX's retention of title and notify BUX without delay.

Section 7 Exchange and Return

1. Unless otherwise agreed upon in writing, and except in the case of defective goods, the Customer shall have no right of exchange or return.

Section 8 Warranty and Liability

1. BUX shall be liable to consumers to the statutory extent, to business owners only in cases of wrongful intent or gross negligence. This limitation of liability shall also apply in favour

of its authorised agents. Damage claims shall become statute-barred 6 months after the loss and the liable party have become known, but in any event three years after delivery.

2. BUX warrants that the goods shall be free of defects in accordance with the statutory provisions. However, the warranty period shall only correspond to the minimum shelf life of the goods. This period shall begin to run as soon as BUX offers the goods to the Customer at the place of performance, or the Customer collects the goods. BUX shall not be liable for indirect loss or defect-related consequential loss.
3. If the Customer is a business owner, it shall be obliged to examine without delay, in terms of quantity, quality, type and packaging, the goods that it receives, and shall have any and all defects reported without delay on the freight document (CMR) by means of the driver, but shall report defects to BUX no later than within 5 business days, along with corresponding proof (e.g. samples of the goods complained of, or a digital photo); otherwise, all claims arising from the warranty shall be ruled out. At BUX's request, the Customer shall acquiesce to an inspection of the goods by a person designated by BUX (e.g. an employee of the supplier, an appraiser).
4. In the case of a justified notification of defects, BUX shall have the option of remedying the defect by exchanging or rectifying the goods within a reasonable period, granting a price reduction or taking back the goods and refunding the selling price, excluding excise duty. It shall be incumbent upon the Customer to reclaim excise duty and customs duty. In any event, however, the warranty period shall end when the minimum shelf life expires, even in the case of exchange.
5. The returning of goods complained of shall require BUX's express prior consent and take place at the Customer's expense and risk. The Customer shall also bear incidental expenses (e.g. storage, railway or container demurrage charges) arising as a result of such returning. If the goods are returned without prior consent, BUX shall be entitled to refuse to accept the goods returned and return them to the Customer at the Customer's expense.
6. The Customer shall report without delay at the time of delivery any defects or damage that have arisen in the course of the delivery and shall have this confirmed on the freight document (CMR) by the driver; otherwise, any claims shall be lost.
7. BUX shall not be liable for damage to, or defects in, the goods that arise as a result of any failure to properly store the goods (frost-free, cooled and protected against the sun and light) and transport the goods or as a result of improper dispensing by the Customer or third parties. If such defects are claimed, the Customer shall prove proper storage, safekeeping, use or transportation.
8. Samples may deviate from the delivery in terms of quality and packaging.
9. BUX shall provide no warranty for product-related details contained in catalogues, advertising letters, brochures, meal menus or drinks menus, etc.
10. Regarding the delivery of food products, BUX provides no warranty that the goods are permitted to be distributed outside of the European Union. The Customer must clarify this itself.

Section 9 Trademark Rights, Logos, CI

1. The commercial use of brand names and logos, advertising themes, photos and images owned by BUX shall require BUX's written consent and shall take place exclusively in accordance with the respective valid CI guidelines relating to the brand. This shall apply also, and in particular, if this occurs for the purpose of marketing the products distributed by BUX.

Section 10 Empties

1. The empties that are intended for reuse and bear the company's marking, lettering or labelling (boxes, returnable bottles, barrels, drinks containers and pallets) shall be made available to the Customer for the intended use. These shall remain BUX's inalienable property.
2. BUX shall be entitled to charge a deposit for empties in accordance with its valid price lists or in accordance with the respective agreement.
3. The Customer shall return the empties in proper condition. Empty bottles shall be packed, unmixed, in the respective delivery boxes. BUX shall take back the packaging that was subject to a deposit, namely its own packaging bearing its permanent marking (the box's permanent marking shall be decisive in the case of boxes containing bottles), and fully refund the deposit. BUX shall take back all other packaging, and refund the deposit, to the extent that this packaging has been handed over in the normal course of the business relations between the supplier and the purchaser or in accordance with the customary market conditions, with due regard being given to the normal seasonal and logistical fluctuations. Compensation up to the respective replacement value shall, subject to crediting of the deposit balance paid in, be paid for empties not returned or not properly returned.
4. For empty crates returned, the Customer shall receive a refund at BUX's rates valid at the time of return.
5. In the case of the delivery of exchangeable pallets, BUX shall take back pallets of equal or better quality. If the Customer fails to return equivalent pallets, the exchangeable pallets delivered shall be invoiced by BUX at the valid price.

Section 11 Loaned Items

1. Loaned items shall be BUX's property and only be made available to the Customer for the agreed period and with the exclusion of all liability whatsoever for any personal injury or property damage ensuing from use. BUX may exchange the loaned items at any time or reclaim these at the Customer's expense.
2. Loaned items shall be adequately insured by the Customer against fire, storm damage and theft.
3. When the business relationship ends, and/or after the agreed loan period has expired, the Customer shall return the loaned items fully and in good condition, with due regard being given to normal wear and tear. Loaned items not returned shall be compensated for by the Customer at their replacement price. Maintenance costs, recurring costs and repair costs shall always be borne by the Customer.
4. The Customer itself shall ensure, where applicable, that all permits under administrative law are complied with, and all taxes are paid. BUX rules out all responsibility for any taxes levied for use of the material. The Customer shall release BUX from all liability arising on any legal basis whatsoever and

waives all claims against BUX. BUX expressly accepts this waiver.

5. Furthermore, the Customer undertakes to use the material exclusively for the sale of beer of the distributed BUX brands in barrels and bottles. If the Customer acts contrary to this, it shall immediately return the material at BUX's request.
6. The material shall be undamaged at the time of hand-over; otherwise, the Customer shall inform BUX in writing within 3 business days.

Section 12 Final Provisions

1. Claims of the Customer against BUX shall not be assigned without BUX's consent.
2. Avoidance on grounds of error or gross disparity is ruled out; this shall not apply if the Customer is a consumer.
3. All agreements, subsequent amendments, supplements, side agreements, etc. shall only be valid if drawn up in writing, i.e. with the signature of a person with power of representation.
4. Until the contract has been fully performed, the Customer shall communicate any changes of its residential or business address; otherwise, declarations shall be deemed received even if sent to the address last communicated.
5. If any provision in these terms and conditions is or becomes ineffective, this shall not affect the validity of any of the other provisions of these Terms and Conditions of Business.
6. Austrian substantive law shall apply. Applicability of the UN Sales Convention is ruled out. The contractual language is German. If a contract is concluded in German and in another language, the German text shall be applicable for the interpretation of the contract and of these terms and conditions.
7. In relation to a consumer, the place of jurisdiction shall be deemed to be the court that has substantive jurisdiction at the consumer's place of residence. In relation to a business owner, it shall be deemed to be the court that has substantive jurisdiction at the place where BUX's registered office is situated.

Section 13 Data Privacy Policy

1. Brau Union Export GmbH & Co KG shall be responsible for ensuring that the processing of the Customer's personal data conforms to the law.
2. The Customer shall be entitled to request at any time information on the data stored relating to its person.
3. Moreover, the Customer shall have the right to obtain from BUX at any time the rectification, erasure or restriction of processing of personal data. To assert these rights, the Customer must send an email to export@brauunion.com. In all other respects, reference is made to the Data Privacy Statement accessible at <https://www.brauunion.at/export/>.