

General Terms and Conditions of Purchase of BRAU UNION AG

As at 26.1.2023

1. Scope of Application

- 1.1. The following Terms and Conditions of Purchase are the exclusive business basis for deliveries and services ("orders") between the supplier (hereinafter referred to as "Contractor" or "CO") and the company of BRAU UNION AG referred to in the agreement (hereinafter referred to as "Ordering Party" or "OP"). They also apply to future transactions.
- 1.2. Conflicting terms and conditions of the Contractor shall be rejected. The legal transaction shall also come into effect under the purchasing conditions of the Ordering Party if the Contractor's order confirmation deviates from the terms of the Ordering Party's order. Oral agreements or assurances or changes to these Terms and Conditions of Purchase require the written confirmation of the Ordering Party. In the event of delivery or provision of the service, these Terms and Conditions of Purchase shall in any case be deemed to be accepted by the Contractor.

2. Orders

- 2.1. Only written or electronic orders, which take place via an order system of the Ordering Party and contain an order number of the Ordering Party, are binding. This also applies to changes to these orders.
- 2.2. Deviating orders from 2.1. (these are, in particular, orders placed orally, in writing or electronically which are not placed by the Purchasing Department of the Ordering Party) are only effective if they are confirmed by the Purchasing Department of the Ordering Party in writing or electronically. This also applies to changes to these orders.

3. Delivery Time

The agreed delivery dates shall be binding; without prejudice to its claims, the Ordering Party shall be notified immediately of any foreseeable delays. Upon receipt of this notification, the Ordering Party is entitled to withdraw from the contract, in whole or in part, without setting a grace period. The rights according to § 918 ff. ABGB [General Civil Code] remain unaffected.

4. Shipping, Shipping Instructions and Packaging

- 4.1. Each shipment must be accompanied by a numbered delivery note on which the order number is set forth. In the case of deliveries by subcontractors or when freight forwarders and delivery companies are involved, a delivery note with the above-mentioned information must also be issued by these subcontractors for each shipment. In the case of transport of dangerous goods, the Contractor is responsible for compliance with the statutory provisions. The place of fulfilment for the delivery shall be the place of destination specified by the Ordering Party within the shipping address. Unless expressly agreed otherwise, the Contractor bears the full transport risk.
- 4.2. Deliveries must be packaged appropriately and in accordance with trade practices. Contractors based in Austria have to conclude a dispensation and licencing agreement with Altstoffrecycling Austria AG (ARA) and undertake to licence packaging material with ARA and to pay the licence fees. Contractors based outside Austria must include on the invoice the goods number and net weights in kg per ordered product in accordance with the goods inventory.

5. Invoicing and Payment

- 5.1. The invoice must be sent to the Ordering Party **by e-mail** after delivery has taken place, i.e. it must not be attached to the delivery. The **first** invoice must be sent to – if OP is the company Brau Union Österreich AG - AT1-PtP@braunion.com; if the OP is the company Brauerei Fohrenburg GmbH & Co KG and Fohrenburg s'Fäscht GmbH to Kreditorenbuchhaltung@fohrenburg.at. In case of another Ordering Party, CO will be

informed about the respective e-mail address in advance. **After checking the first invoice by the Ordering Party, a confirmation will be sent to the Contractor by e-mail. Subsequently, all further invoices concerning Brau Union Österreich AG must be sent to buo.e-invoice@brauunion.com, otherwise to an e-mail address which will be announced by the OP.**

- 5.2. Invoices must fulfil all the features of § 11 UStG [VAT Act], as amended; have a valid VAT identification number, the order number and the agreed payment terms. Contractors based outside Austria must also provide the goods number and net weights in kg per ordered product in accordance with the goods inventory. Invoices that have factual or accounting defects or errors cannot become due and are returned to the Contractor.
- 5.3. The agreed payment period begins to run after receipt of the defect-free invoice by the Ordering Party. Electronic invoices are deemed to have been received if the Ordering Party can retrieve them under normal circumstances (i.e. during the Ordering Party's business hours). An electronic invoice is available to the Ordering Party when it is received in the e-mail box and stored and can be displayed on the screen or printed out. In the event of any questions regarding the invoice, Contractors should contact the Ordering Party's accounts payable department (phone +43(0)732 6979-2371, e-mail: kreditorenbuchhaltung@brauunion.com).
- 5.4. The Ordering Party shall be entitled to offset claims towards the Contractor against its claims, even if the Ordering Party's claim is not yet due or equivalent.
- 5.5. Payments made by the Ordering Party shall in no case imply acknowledgement of the correctness of the delivery and thus no waiver by the Ordering Party of any claims arising from, in particular, warranty, guarantee and damages.
- 5.6. Contractors can participate in a Supplier Finance program via Heineken B.V. This Supplier Finance program enables Contractors to sell their claims against the Ordering Party to specifically designated banks. Access to or participation in Supplier Finance programs is not linked to the agreed Terms and Conditions of Payment.

6. Warranty, Damages/Product Liability, Errors

- 6.1. Unless expressly agreed otherwise, a warranty period of 24 months from receipt of the delivery shall apply.
- 6.2. If a defect is present and if it is rectified, exchanged and/or if products are subsequently delivered, the warranty period for the relevant scope of supply and services begins to run anew after successful rectification/replacement. In addition, the warranty period begins to run anew for the entire scope of delivery and service, provided that it is a defect that significantly limits or prevents the functionality or use of the delivery/service. The warranty period is interrupted by periods during which the delivery or service cannot be used or utilised. This applies in particular to the period of defects rectification work.
- 6.3. The Ordering Party shall not be obliged to check or complain when taking over or accepting the supplies or services of the Contractor. § 377f UGB [Companies Code] is expressly disclaimed.
- 6.4. The Contractor shall be liable within the scope of the statutory provisions (including the product liability provisions) for damage caused by it.
- 6.5. The Contractor waives the right to object to the contract for *laesio enormis* (lesion beyond moiety) as well as for errors, in particular miscalculation.

7. Delivery and Safety Provisions

The delivered items, if they are machines or technical installations or parts thereof, have to be delivered with its technical documentation and must comply with all Austrian safety regulations (laws, standards, etc.) applicable to them, but in particular with the General Service Provider Protection Regulation, the Machinery Protection Device Regulation and the regulations for electronics. For deliveries of chemicals, cleaning agents and the like, a data sheet must be provided. The Contractor shall indemnify the Ordering Party from all claims under product liability law which third parties have against the Ordering Party, due to errors of the goods, under Austrian law. The Contractor will support the Ordering Party in the best possible way in defending such claims. Furthermore, the Contractor shall continuously monitor the goods delivered to the Ordering Party and inform the Ordering Party immediately in detail about any errors, in particular design and manufacturing errors. The same applies to changes in the state of the art of science and technology. The Contractor shall, if necessary, draw attention to any possible risks of use by means of clear, permanent

information. Limitations of any kind of the obligations arising for the Contractor under the Product Liability Act, as well as limitations of any kind of the Ordering Party as a buyer under this Law or other provisions shall be deemed to be expressly waived. The Contractor undertakes to supply only raw materials and auxiliaries which have not undergone any genetic modification and which have been produced on the basis of genetically unmodified seed. In the case of auxiliary materials, this obligation applies, including the entire manufacturing process or the precursors.

8. Force Majeure

- 8.1. The parties shall be exempt from fulfilment of the contract in full or in part in due time if they are prevented from doing so by events of force majeure.
- 8.2. The events of force majeure are exclusively war, strikes organised by unions, riots, natural forces and fire.
- 8.3. However, the Contractor can only rely on an event of force majeure if it informs the Ordering Party immediately, but at the latest 5 calendar days after the occurrence of the event, of the beginning and the expected end of the obstruction. The parties have a reciprocal obligation to reduce damage. Dates or time limits that cannot be met by the event of the force majeure shall be extended by the duration thereof. If a circumstance of force majeure lasts longer than 4 weeks, the Contractor and Ordering Party will discuss in the course of negotiations a regulation of the processing effects. If a circumstance of force majeure lasts longer than 6 months and no mutually agreed solution can be achieved, each Contractual Party has the right to withdraw from the contract in whole or in part.

9. Environment, Safety, Regulatory Compliance

The Contractor shall ensure compliance with the provisions of commercial law. It ensures that its assistants (employees, subcontractors, etc.) comply with the legal provisions for the protection of the life and health of workers and the protection of the environment. The Contractor is obliged to comply with its legal control obligations with regard to its employed foreigners within the meaning of the *Ausländerbeschäftigungsgesetz* (Act on the Employment of Foreigners), as amended. The Contractor shall prove compliance with this duty of control before taking up work by submitting all documents (residence permit, employment permit, etc.) to the Ordering Party without request. The Contractor shall indemnify and hold harmless the Ordering Party and its corporate bodies as well as employees for all damages and liabilities resulting from a violation of these duties.

10. Assignment, Receivables Compensation and Retention Rights

The Contractor is not permitted to assign or pledge claims arising from deliveries to the Ordering Party to third parties, with the exception of point 5.5. The Contractor is not entitled to offset its claims against counterclaims from the Ordering Party. Any rights of retention of title of the Contractor shall, insofar as permitted by law, be expressly waived.

11. Protective Rights

The Contractor guarantees that no rights of third parties are infringed by the delivery or service provided by the Contractor in the country or a contractually agreed country of destination. It shall indemnify the Ordering Party against any third-party claims. Ownership and all copyrights, trademark rights, design rights and patent rights in objects, documents and samples made available remain with the Ordering Party. These may be requested back by the Ordering Party at any time.

12. Confidentiality

The Contractor undertakes to keep confidential all data of the Ordering Party which become known to it on the basis of the business relationship, the order and the work in this regard. It shall be liable for all damages caused to the Ordering Party by the breach of one of these obligations by the Contractor or its employees and agents. Any claims for damages are reserved by the Ordering Party.

13. Place of Jurisdiction

The materially competent court of Linz is the agreed place of jurisdiction. Austrian law shall apply exclusively, excluding its rules of referral and excluding the UN Sales Convention.