



## STANDARD TERMS to any Purchase Order issued by

Ordering Party: **Asahi CE & Europe Services s.r.o. (ACEES)**  
Registered Office: Ovocný Trh 1096/8, Staré Město, 110 00 Praha 1, Czech Republic  
Company ID No.: 056 29 152  
VAT ID No.: CZ05629152  
Registered: in the Commercial Register kept by the Municipal Court in Prague, Section C 267700

### 1. PURPOSE AND ACCEPTANCE

1.1 These general terms and conditions (the "**Standard Terms**") form an integral part of any contractual relationship between ACEES and any of its Supplier and govern all orders for, and purchases of, the products, services, or both as described on the face of the Purchase Order ("**Goods**"). A Purchase Order is deemed accepted upon (a) the date the Supplier returns the acknowledgment of a Purchase Order to ACEES, or (b) the Supplier delivers the Goods, whichever is earlier.

### 2. COMMERCIAL TERMS

2.1 The parties must comply with their obligations in this Purchase Order.  
2.2 The price in the Purchase Order will be fixed unless otherwise expressly stated.  
2.3 To the extent the Purchase Order is fulfilled by a Supplier Associate, the Supplier must procure that the Supplier Associate complies with the obligations of the Purchase order as if it were listed as the Supplier.

### 3. QUALITY AND SPECIFICATIONS

3.1 The Supplier undertakes, warrants and represents that on delivery, and for the entire warranty period specified below, all Goods supplied;

- (a) will, and their supply will, comply with the requirements of the Purchase Order and this Standard Terms, Specifications, with all other requirements made known to the Supplier (including any sample); and
- (b) will be of high quality, free from any defects and suitable and safe for use for their intended purpose; and
- (c) will be manufactured and supplied (and any services delivered) with proper and professional skill and care by:
  - (i) personnel who are suitably skilled, experienced and qualified; and
  - (ii) using raw materials which are of a high quality appropriate for the manufacture of the Goods, and fulfil any specific requirements set out in the Purchase Order (or enable the Goods to do so); and
- (d) will comply with all Applicable Laws (including, without limitation, those relating to product standards and anti-corruption), which apply from time to time to the sourcing, supply or use of the Goods; and
- (e) will be free of any liens or other encumbrances; will not infringe any patent, published patent application, or other intellectual property rights of any third party, and will not utilize misappropriated third party trade secret information; and
- (f) will comply with any sample provided by the Supplier.

3.2 The warranty period is 12 months from the date of delivery to ACEES. These warranties survive delivery, inspection, acceptance and payment by ACEES. Claims for breach of warranty do not accrue until discovery, even if the Goods were previously inspected. Any applicable statute of limitations runs from the date of discovery. Supplier is responsible for the costs of repairing, replacing or correcting the non-conforming Goods in accordance with clause 8 below; and for all related costs, expenses and damages including, without limitation, the costs of removal, disassembly, quality and failure analysis, reinstallation, reinsertion, production stoppage, and retrofit of the non-conforming Goods or of Customer's affected end-product; all freight charges; all charges of Customer's customers, and all corrective action costs. Unless set off by ACEES, Supplier will reimburse ACEES for all these costs upon receipt of ACEES' invoice. The warranties are cumulative and in addition to any warranty provided by law.

3.3 The Supplier must undertake appropriate quality control and quality assessment procedures to ensure that it complies with the requirements of clause 3.1, and at the ACEES' request, must send to ACEES current copies of any relevant certificates, licences and approvals, and permit the ACEES' staff or their nominee to inspect or audit the Supplier's operations and facilities.

3.4 The Supplier must package, store and transport all Goods in accordance with any requirements in the Purchase Order, and all Applicable Laws, and otherwise in suitable conditions necessary to maintain their quality and security at all times prior to delivery.

3.5 The parties agree that, if and to the extent that any Goods are to be delivered with the ACEES' branding, logos or artwork (or bearing or including any other Asahi Materials), or that of any Asahi Breweries Europe Group company, or with any promotional colouring or presentation, ACEES may require the Supplier to supply proofs or samples for review. Where so requested, the Supplier shall ensure that;

- (a) it supplies all requested proofs or samples within any reasonable timescale required by ACEES; and
- (b) all finished Goods comply with samples or proofs approved by ACEES.

### 4. PAYMENT AND INVOICING

4.1 The Supplier must invoice ACEES following the acceptance of each delivery of Goods (or the completed provision of services). The invoice shall be sent to the invoicing address at [invoice@eu.asahibeer.com](mailto:invoice@eu.asahibeer.com).

4.2 Any invoice must include all particulars required by Applicable Law and this Purchase Order, including the Purchase Order number. In the event that an invoice does not include required information, ACEES may return the invoice to the Supplier for completion, pointing out the defects. In such a case, the due period for payment of the corrected invoice shall be discontinued and a new due period shall commence no earlier than upon delivery of an invoice which fully satisfies the agreed particulars.

4.3 Subject to clause 4.4 below, all sums payable under this Purchase Order are inclusive of packaging and freight to the specified ship-to location and all taxes and duties except VAT, which, if due, must be charged at the prevailing rate on a valid VAT invoice, in accordance with VAT legislation.

4.4 The following provisions will apply should any payment in respect of any invoice for the provision of services be subject by Applicable Laws to any withholding tax:

- (a) ACEES will pay the Supplier the amount owing, less a deduction for withholding tax, and will account to the relevant taxation authority for the appropriate withholding tax.
- (b) Payment of such net sum to the Supplier, and of the withholding tax to the relevant taxation authority, will constitute full settlement of any sums owed under the relevant Invoice.
- (c) At the Supplier's request, and expense, ACEES will provide any evidence that may reasonably be required of the payment of the relevant withholding tax.
- (d) The Supplier shall provide to ACEES the Supplier's original (in soft and hard copy) certificate of tax residency with the first invoice in each contract year under this Purchase Order. The Supplier acknowledges that ACEES is required by applicable law to receive such certificate before it may apply a reduced withholding tax rate (under provisions of relevant double taxation treaty) on invoice payments for the applicable Contract Year. If ACEES does not receive such certificate, the standard withholding tax rate applied in the relevant country shall

- apply. Such certificate shall be required to be submitted by the Supplier only in case of provision of Services and/or licenses.
- 4.5 Payment terms are net 90 days from receipt of an invoice at the invoicing address and receipt of conforming Goods at designated location, unless otherwise agreed between the parties on the face of the Purchase Order. Any invoiced amount shall be paid by bank transfer on the last day of the due period or on the next work day if the due date is a bank holiday in the Czech Republic. Payment shall be transferred to the Supplier's account agreed in advance. Invoiced amount shall be deemed to be paid on the day of its deduction from the ACEES' bank account.
- 4.6 If an invoice is received by ACEES, which has been issued in accordance with the Standard Terms, and is not paid by the relevant due date, then the Supplier may notify ACEES in writing that the amount is overdue. If ACEES has still not paid such invoice five (5) business days after receipt of such notice, the Supplier may charge interest on the unpaid amount specified in that invoice on a day to day basis from the date payment fell due (or such other date as may be agreed between ACEES and the Supplier), until receipt of the amount, at the rate of two (2) per cent per annum over the base lending rate of the Bank of England from time to time. The Supplier acknowledges and agrees that this paragraph provides a substantial remedy in respect of any late payment of sums due under the Purchase Order.
- 4.7 ACEES may withhold any disputed amount of any invoice until the dispute has been finally resolved. Interest shall not accrue under clause 4.6 on any invoiced amount that is subject to a dispute in good faith.
- 4.8 The parties acknowledge that there could be a change in the national currency of the Supplier (and/or ACEES) during the Term. To mitigate against a detrimental economic impact on either of the parties to this Purchase Order as a result of the adoption of a new national currency, ACEES and the Supplier agree that:
- any affected party shall notify the other party within 14 days of it suffering detriment;
  - the affected Party shall have 90 days in which to produce supporting evidence, and ACEES and the Supplier shall, if either considers it necessary, negotiate new pricing terms, provided that:
    - the re-negotiations required under this clause 4.8 will be undertaken in good faith; and
    - the objective of the negotiations shall be to make only such adjustments as are required to give effect to the original terms of this Purchase Order, or as close to the original terms as is possible; and
  - if ACEES and the Supplier cannot agree on any appropriate amendment to the terms of this Purchase Order under paragraph (b), within the 90 day period, either ACEES or the Supplier may terminate that part of this Purchase Order that relates to the affected Party (by giving 30 days' notice from, and excluding, the last day of the 90 day re-negotiation period).
- 4.9 Without prejudice to its other rights and remedies, ACEES may set-off and deduct from the sums due to the Supplier pursuant to this Purchase Order any sums (whether liquidated or not) owed by the Supplier to ACEES.
- 5. DELIVERY**
- 5.1 The Supplier must deliver Goods in full, to the place, and within the timescale, specified on the face of the Purchase Order. Except as specified on the face of the Purchase Order, all Goods shall be delivered on a DDP (Delivery Duty Paid, Incoterms 2010) basis.
- 5.2 The Supplier must provide ACEES, on delivery of the Goods, with all shipping, import, export and other certificates, documents and data requested by ACEES, and must assist ACEES to obtain any other documents required by it.
- 5.3 Without prejudice to the Supplier's obligation to deliver the Goods in accordance with this Purchase Order, the Supplier must notify ACEES immediately if it has any reason to believe any Goods (and/or services) may not comply with the required standards or it cannot deliver any Goods (or provide the services) on time. The Supplier acknowledges that time for delivery is of the essence. If the delivery schedule is endangered for any reason other than the Customer's fault, the Supplier shall, at its expense, deliver Goods by the most expeditious shipping method.
- 5.4 The Supplier must package and transport Goods so as to enable efficient unloading and inspection at the delivery location.
- 6. RISK AND TITLE**
- 6.1 Risk of loss, injury or damage to the Goods shall be borne by the Supplier until delivery of the Goods is completed in accordance with this Purchase Order.
- 6.2 Title to the Goods passes to ACEES upon delivery of the Goods (completion of services) at designated ship-to location.
- 7. INSPECTION AND ACCEPTANCE**
- 7.1 All Goods may be inspected and tested by ACEES at all reasonable time and places. If an inspection or a testing is made on Supplier's premises, Supplier will provide, without additional charge, all reasonable facilities and assistance required for the inspection and tests.
- 7.2 Final inspection and acceptance by ACEES will be at the ship-to location specified on the face of the Purchase Order. ACEES may inspect all or any portion of the Goods. If ACEES performs any inspection other than the standard inspection after discovering defective or non-conforming Goods, any additional costs will be paid by the Supplier. No inspection, test, analysis, approval or acceptance of the Goods relieves the Supplier from responsibility for warranty or any latent defects, fraud or negligence.
- 8. REMEDIES**
- 8.1 If ACEES become aware that the Supplier has not delivered, or will not deliver, Goods (or provide services), wholly in accordance with the Purchase Order, ACEES may in its discretion, by providing written notice to the Supplier, do any or all of the following:
- require the Supplier at its expense to deliver the Goods according to alternative timescales or locations;
  - where Goods have been delivered, which do not comply with the Purchase Order,
    - accept the Goods at an equitable reduction in price; or
    - reject the Goods and require the Supplier to deliver replacement Goods; or
    - correct and retain non-conforming Goods at Supplier's expense; or
  - replace the missing or rejected Goods, if the Supplier fails to deliver required replacement Goods promptly, with Goods from another supplier and charge the Supplier the cost thereof, including any related costs; or
  - terminate the Purchase Order (or that part to which the non-delivery or non-performance relates) for cause;
- 8.2 ACEES may reject all or any part of any Goods:
- on or within 14 days of delivery, for any visual defect which is immediately obvious to it; or
  - during the warranty period if Goods do not comply with the full requirements of the Purchase Order (including the Specifications);
- and if it does so ACEES will not be obliged to pay the Supplier for the rejected Goods, and may require the Supplier to remove the Goods and dispose of them (which may include destruction) at the Supplier's risk and expense, and in a way that will not result in them subsequently being identified with ACEES or cause damage to human health or to the environment.
- 8.3 The Supplier must assign to ACEES the benefits of any warranties or guarantees received from any third party manufacturer of any Goods.
- 8.4 The provisions of this clause 8 are without prejudice to any other right ACEES may have under this Purchase Order or by law for all damages, including all warranty remedies and damages paid by ACEES to third parties as a result of Supplier's non-conforming Goods.
- 9. INSURANCE**
- 9.1 The Supplier shall be responsible for effecting and maintaining, at no cost to ACEES, the following insurance cover, for the duration of the Purchase Order, or such longer period as is specified below:
- Public Liability insurance (minimum amount of €5 million per claim).
  - Product Liability insurance (minimum amount of €5 million per claim, on an occurrence basis in respect of all

- Goods supplied by the Supplier, which shall remain in place for a minimum period of 1 year following the delivery of the Goods.
- (c) Where the Supplier is providing services, Professional indemnity insurance in a minimum amount of €3 million per claim.
- (d) Employer's liability and vehicle cover, as required by Applicable Law, and, where the Supplier is arranging transport, transport insurance, in which case such insurance shall include cover at least equivalent to the value of the Goods being transported.
- 9.2 The Supplier shall procure that insurance required in clause 7.1 shall be purchased and maintained with insurers that have a minimum Standard and Poor rating of A minus (or an equivalent rating from another rating agency).
- 9.3 The Supplier shall provide ACEES, on request, with broker's verification of insurance to demonstrate that the required cover is in place, with confirmation that the relevant premiums have been paid.
- 9.4 If for whatever reason the Supplier fails to maintain the required insurances ACEES may make alternative arrangements to obtain cover, and recover any costs incurred from the Supplier.
- 9.5 The terms of any insurance or the amount of any cover shall not relieve the Supplier of any liabilities under this Purchase Order.
10. **ETHICAL BUSINESS PRACTICES**
- 10.1 The Supplier shall comply with Applicable Laws and the Asahi Anti-Bribery Policy for Suppliers and Asahi's Code of Conduct, published by ACEES and amended by it from time to time, in performing this Purchase Order. A copy of the Anti-Bribery Policy for Suppliers and Asahi's Code of Conduct can be obtained at the link stated here: <http://www.asahibreweries.eu/about-us/corporate-policies/>, or has otherwise been communicated to the Supplier.
- 10.2 The Supplier shall comply at all times with any reasonable instructions or guidance issued by ACEES in relation to responsible sourcing. Such instructions or guidance may include:
- (a) providing data regarding the Supplier's compliance with clause 10.1;
- (b) participating in Asahi Breweries Europe Group supplier assessment processes in relation to compliance with this clause 10.
- 10.3 The Supplier shall take reasonable steps to ensure that any officers, employees, representatives or agents (each an "**Associated Party**" or collectively "**Associated Parties**"), and any sub-contractors or suppliers providing goods or services in connection with the Supplier's provision of Goods or services to ACEES under this Purchase Order (each a "**sub-contractor**") are provided with a copy of the Asahi Anti-Bribery Policy for Suppliers. When providing Goods or services under this Purchase Order, the Supplier will, and will take reasonable steps to ensure that its Associated Parties and sub-contractors will, comply with the principles set out in the Asahi Anti-Bribery Policy for Suppliers.
- 10.4 The Supplier is, and will remain, in compliance with all applicable anti-corruption laws, including the laws of the country in which the Goods are produced and/or delivered and/or services are to be performed pursuant to this Purchase Order. The Supplier will not, and nor will any of its Associated Parties or sub-contractors, directly or indirectly, make or offer any payment, gift or other advantage with respect to any matters which are the subject of this Purchase Order which; (i) would violate any anti-corruption laws or regulations applicable to the Supplier, ACEES or member of the Asahi Breweries Europe Group; (ii) is intended to, or does, influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; (iii) is made to or for a Public Official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper; in each case, for the purposes of this Standard Term a "**Corrupt Act**".
- 10.5 The Supplier undertakes not to seek, directly or indirectly, improperly or corruptly to influence or attempt to influence a Public Official, or an Associated Party or a sub-contractor, to act to the advantage of the Supplier, ACEES or member of the Asahi Breweries Europe Group in connection with the supply of Goods or services under this Purchase Order, or otherwise to perform their duties improperly, and not to use any of the proceeds of any payments made under this Purchase Order, directly or indirectly, for this purpose or otherwise for the purpose of or in connection with any Corrupt Act. For the purposes of this clause, "**Public Official**" includes, without limitation, any person holding or acting on behalf of a person holding legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a state owned or public enterprise, a public international organisation, any federal or regional government department or agency, any political party, or any candidate for political office.
- 10.6 To the best of the Supplier's knowledge and belief, and save as disclosed to ACEES, neither the Supplier nor any of its Associated Parties has, in the ten years prior to the date of Acceptance of this Purchase Order, or at any time after;
- (a) been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct);
- (b) admitted to having engaged in any Corrupt Act (or similar conduct); or
- (c) been investigated in any jurisdiction for having engaged in any Corrupt Act (or similar conduct); and
- the Supplier agrees that if, at any time, it becomes aware that any of the representations set out in this Standard Term 9.7 are no longer correct, it will notify ACEES of this immediately in writing.
- 10.7 During the Term, the Supplier shall; (i) properly and accurately record in its Books and Records any payments made by Supplier or its Associated Parties or sub-contractors, on behalf of ACEES, in connection with the supply of Goods and services to ACEES under this Purchase Order, or out of funds provided by ACEES ("**transaction records**"); (ii) provide the transaction records and/or any other such information as ACEES may reasonably require by notice in writing in order to monitor the Supplier's compliance with its obligations under clauses 10.4 to 10.7. For the purpose of this clause 9.8, "**Books and Records**" shall be deemed to include, without limitation, corporate records, bank statements, books of account, supporting documentation and other records and documentation, whether in paper or other form. The Supplier will promptly provide any information reasonably requested by ACEES in relation to the Supplier's anti-corruption programme and other controls related to corruption and cooperate fully in any investigation by ACEES of any suspected breach of clauses 10.4 to 10.7.
- 10.8 If the Supplier believes that the production or delivery of Goods (or services) under this Purchase Order has been, or may be, delayed because of demands for illegal payments from Public Officials or other third parties, the Supplier must notify ACEES immediately of any such demands. The Supplier and its Associated Parties will make no such payments unless an individual's personal safety is at risk. The Supplier will take all reasonable steps to complete the production and the delivery of the Goods (or services) as quickly as possible without making illegal payments, but the Supplier will not be in breach of delivery timing requirements under this Purchase Order to the extent (and for the length) of any reasonable delay caused by the Supplier's failure to make illegal payments, provided that the reason for, and extent of, such delay have been communicated to ACEES.
- 10.9 ACEES reserves the right to hold the Supplier responsible for the reasonable costs of the ACEES commercial accreditation process, and any on-going compliance and risk assessments regarding the Supplier, including the investigating and closing of any non-compliance issues ("**Compliance Process**"). ACEES may share the findings and results from the Compliance Process with any member of the Asahi Breweries Europe Group. If ACEES becomes aware of any breach of this clause 9 by the Supplier, ACEES may demand that the Supplier implements corrective measures, as deemed appropriate by ACEES. The Supplier may also be requested to bear the cost of any ethically-related on-site audit and/or, as the case may be, any re-audit in the event of non-compliance with Asahi's Business and Sustainability Standards.
11. **INTELLECTUAL PROPERTY**
- 11.1 The Supplier acknowledges that ownership of all Asahi Materials supplied by, or on behalf of, ACEES or any member of the Asahi Breweries Europe Group for use in relation to or incorporation into the Goods, including any modifications or adaptations of such Asahi Materials produced in the course of the Supplier performing its obligations under this Purchase Order, shall remain vested in ACEES or the relevant member

- of the Asahi Breweries Europe Group and/or their licensors (as the case may be).
- 11.2 To the extent that the Supplier creates, commissions or develops under this Purchase Order any material which is;
- (a) based upon, derived from, or uses, Asahi Materials or any Asahi Intellectual Property; or
  - (b) made to the design, or at the direction, of ACEES; collectively, "**New Materials**", then in consideration of the purchase price, receipt and sufficiency of which is acknowledged by the Supplier, the Supplier hereby assigns by way of future assignment (and shall procure the assignment from any employee, sub-contractor, or agent) to ACEES (or any member of the Asahi Breweries Europe Group as the case may be), all Intellectual Property rights in, or arising from, and waives all moral rights to (and shall procure such a waiver from any relevant employee, sub-contractor or agent), the New Materials.
- 11.3 If the Supplier commissions or employs a Third Party to create, assist with, or contribute to, the development or creation of any New Materials (in respect of which any Intellectual Property Rights may be created), the Supplier shall inform, and agree with, such Third Party that any Intellectual Property rights shall vest in ACEES, or a member of the Asahi Breweries Europe Group (as the case may be), that all moral rights therein shall be waived absolutely, and that the Third Party shall do, at the expense of the Supplier or Third Party, all things necessary to ensure that such rights so vest and are waived, including, without limitation, executing any assignments required.
- 11.4 The Supplier shall not:
- a) use any Asahi Materials for any purpose other than for the design and/or manufacture and/or supply of the Goods to ACEES strictly in accordance with the terms of this Purchase Order;
  - b) use any Asahi trade marks (whether or not registered) or other Asahi Intellectual Property on goods and/or services other than the Goods to be supplied to ACEES pursuant to the Purchase Orders;
  - c) challenge the ownership of any ACEES (or any member) trademarks or other Intellectual Property;
  - d) do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of Asahi Materials or New Materials, or any Asahi Intellectual Property, save as expressly granted by this Purchase Order;
  - e) use, register or procure the registration of any mark or name that is the same as, or confusingly similar to, any Asahi Mark, on, or in relation to, any goods or services whatsoever, or as a domain, trading or company name;
  - f) use any designs giving a similar overall impression to an ACEES design or the Goods;
  - g) use any Asahi Mark in any way which could tend to allow it to become generic, to lose its distinctiveness, to become liable to mislead the public, or which would otherwise be detrimental to, or inconsistent with, the good name, goodwill, reputation or image of any member of the Asahi Breweries Europe Group;
  - h) use any Asahi Marks in conjunction with any other marks or names, without the prior written consent of ACEES; and
  - i) without prejudice to any of the provisions above, infringe any Asahi Intellectual Property.
- 11.5 On expiry or termination of this Purchase Order for any reason the Supplier shall immediately refrain from further use of Asahi Materials, New Materials, or any Asahi Intellectual Property.
- 11.6 The Supplier acknowledges the importance, to ACEES and each member of the Asahi Breweries Europe Group, of the unique identity of their products. Accordingly, without prejudice to any of the provisions in this clause 11.4, during the Term, or after the expiry or termination of this Purchase Order, it shall not (other than in relation to the Goods supplied in accordance with this Purchase Order) take steps in relation to create or manufacture products or materials, and shall not use names, branding, trademarks, logos, get up, designs or identifiers, in such a way which might lead consumers to associate any products or services with the Asahi Breweries Europe Group, or any member, or lead consumers to call to mind any Asahi Breweries Europe Group or its member products or services.
- 11.7 All rights, title and interest in the Asahi Marks shall belong to, and shall always belong to, the relevant member of the Asahi Breweries Europe Group.
- 11.8 The use of all or any of the Asahi Marks by the Supplier (or an employee, agent or sub-contractor of the Supplier) for any purpose, without the agreement in writing with ACEES is strictly prohibited.
- 11.9 Irrespective of the Supplier's compliance with clause 11.8, any goodwill arising from the use by the Supplier of all or any of the Asahi Marks shall automatically accrue to ACEES (or such member of the Asahi Breweries Europe Group as ACEES shall designate), and the Supplier shall at its own cost sign a confirmatory assignment of such goodwill if requested by ACEES to do so.
- 11.10 Any Intellectual Property owned by, or licensed to the Supplier as at the date of this Purchase Order shall, unless otherwise agreed in writing, remain vested in the Supplier and/or its licensors as the case may be. To the extent that any such Intellectual Property is contained within or used in relation to any Goods supplied to ACEES, the Supplier hereby grants ACEES, and such members of the Asahi Breweries Europe Group as ACEES may designate, an irrevocable, worldwide, non-exclusive, perpetual, royalty free licence (with a right to sub-licence) to use the same in respect of the Goods. If the law of a particular jurisdiction does not permit the grant of a perpetual licence, such licence shall be for as long a term of years as the relevant jurisdiction does permit, and shall be renewable at the licensee's option, without charge, and as often as the licensee so desires.
- 11.11 The Supplier warrants that no Intellectual Property (or any rights belonging to any Third Party) is violated or infringed through the supply of any Goods by the Supplier, or through the use of such Goods.
- 11.12 The Supplier shall, on demand, indemnify and keep indemnified, on an after tax basis, ACEES and any member of the Asahi Breweries Europe Group in respect of any Losses incurred by them, arising from;
- (a) any claim of infringement, or alleged infringement, of any Third Party Intellectual Property (or any rights belonging to any Third Party), in relation to the Goods; or
  - (b) the use or possession of any Goods;
- and such indemnity shall include all expenses and costs incurred by ACEES or a member of the Asahi Breweries Europe Group, in connection with any claim made by a Third Party. The parties agree that such indemnity (and the warranty given in clause 11.4) shall not apply to the Supplier's use of Asahi Materials, to the extent that their use is strictly in accordance with the terms of this Purchase Order.
12. **CONFIDENTIALITY AND INFORMATION**
- 12.1 Each party will keep the other party's Confidential Information safe, secure and confidential. Neither party will use the other's Confidential Information for any purpose other than performing its obligations, or exercising its rights, under the Purchase Order and neither party will disclose it to any other person except:
- (a) to Supplier personnel as may be required for the purposes of performing the Supplier's obligations under the Purchase Order;
  - (b) in relation to any member of the Asahi Breweries Europe Group's employees, agents and contractors who may have a need to know the Confidential Information; and
  - (c) as required by law or a regulatory authority.
- 12.2 For these purposes "**Confidential Information**" is that which:
- (a) relates to the business of ACEES, or other members of the Asahi Breweries Europe Group;
  - (b) relates to the Supplier's business, or that of any other member of the Supplier Group;
  - (c) relates to the contents of the Purchase Order; and
  - (d) is disclosed by one party to this Purchase Order and/or its subsidiaries and/or subsidiary undertakings to the other party and/or its subsidiaries and/or subsidiary undertakings ("**the Recipient**"), other than information that:
    - (i) was in the public domain at the time disclosed (unless the information disclosed was a compilation of such publicly available information in a form not previously known);
    - (ii) passes into the public domain after it has been disclosed without the Recipient being in breach of any obligation of confidence in the information;

- (iii) is given to the Recipient by a Third Party who is lawfully entitled to disclose it and has no duty to respect any obligation of confidence in the information;
- (iv) was known (or was independently generated) by the Recipient prior to its receipt or disclosure.
- 12.3 Without prejudice to its obligations under clause 10, the Supplier shall keep or cause to be kept full and accurate records ("Records") of all Goods (and/or services) provided in connection with the Purchase Order and provide access to such Records to ACEES upon request.
- 12.4 The Supplier shall grant to ACEES, any member of the Asahi Breweries Europe Group, the auditors of ACEES and the members of the Asahi Breweries Europe Group, and to their respective authorised agents the right of access on reasonable notice to the Records and/or to any Supplier premises and shall provide all reasonable assistance at all times during the term of the Purchase Order and for a period of two (2) years thereafter for the purposes of carrying out an audit of the Supplier's compliance with the Purchase Order, including all activities of the Supplier, the charges and the performance, security and integrity of the Supplier in providing the Goods (and/or services) under the Purchase Order.
- 12.5 In addition to the provisions of clause 12.4, in the event of an investigation into suspected fraudulent activity, non-compliance with the requirements set out in clause 10 or other impropriety by the Supplier or any Third Party, ACEES, any member of the Asahi Breweries Europe Group and/or any auditors or legal advisers to them, and their respective authorised agents shall have the right of immediate access to the Records and/or any Supplier premises and/or any other documents or materials relating to the provision of the Goods (and/or services) and the Supplier agrees to render all necessary assistance to the conduct of such investigation at all times during the term of the Purchase Order or at any time thereafter.
- 12.6 Nothing in this clause 12 shall limit any ACEES' rights, as set out in clause 10.
- 13. ASSIGNMENT AND SUBCONTRACTING**
- 13.1 The Supplier may not assign, novate, subcontract, charge, delegate, or otherwise transfer, in any manner whatsoever, its rights or obligations under the Purchase Order without ACEES' written consent.
- 13.2 ACEES may at any time assign, novate, charge, subcontract, delegate, or otherwise transfer, in any manner whatsoever, its rights or obligations under this Purchase Order, or any of the rights arising out of or in connection with it, in whole or in part, at any time and on more than one occasion to:
- (a) one or more members of the Asahi Breweries Europe Group (and such transferee may do the same); or
- (b) any successor-in-interest or title to that part of the Asahi Breweries Europe Group's business to which this Purchase Order (or the relevant part of it) is relevant (and such transferee may do the same);
- in each case without any further consent from the Supplier (and by accepting this Purchase Order, the Supplier confirms its consent to such assignment, novation, charge, subcontracting, delegation or transfer), and the Supplier will, at ACEES' request, execute all documents and do all acts that may be required for the purpose of transferring the full benefit and burden of the provisions of this Purchase Order (or any part of it) under this clause 13.2.
- 14. VARIATION AND WAIVER**
- 14.1 A variation of or amendment to this Purchase Order is only valid if it is in writing and signed by ACEES and the Supplier, or their authorised representatives.
- 14.2 No failure or delay by any party to exercise any right, power or remedy (and in particular, without limitation, no acceptance of late, incomplete or defective deliveries) will operate as a waiver of any rights under this Purchase Order, nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy (whether provided by law, equity, or this Purchase Order).
- 15. NOTICES**
- 15.1 All notices must be served using the contact details set out in this Purchase Order or such other details as are formally notified by the relevant person.
- 15.2 No termination notices will be valid if served by email unless specifically agreed.
- 15.3 A party may by notice change any of the contact details for it referred to in this Purchase Order.
- 15.4 Any notice is deemed to be received:
- (a) upon receipt, in the case of deliveries by hand during business hours, or by prepaid recorded mail; and
- (b) upon receipt of a transmission slip confirming receipt, when sent by fax;
- (c) on the next business day (being a day on which banks in the principal place of business of the relevant Customer are open for over the counter banking business, except a Saturday, Sunday or public holiday) following the date of any electronic communication.
- 16. TERMINATION**
- 16.1 ACEES may terminate this Purchase Order, in whole or in part, immediately, if the Supplier materially breaches it or the Supplier becomes Insolvent or there is a change in the ownership, control or management of the Supplier (or any Supplier Associate).
- 16.2 For these purposes a party shall be deemed "Insolvent" upon commencement of, or any application, agreement, resolution or appointment being made for a distress, execution, composition, or arrangement with creditors, insolvency proceedings, winding up, dissolution, administration, liquidation, receivership (administrative or otherwise), bankruptcy, the suspension of payments, any form of seizure not lifted within two months, a moratorium of indebtedness, or any similar proceedings in any jurisdiction in each case in respect of that party.
- 16.3 The Supplier's only right of termination will be to terminate an Order if ACEES fails to pay an amount due under a valid invoice submitted by the Supplier (and the amount of such invoice is not subject to a genuine dispute), and that failure has not been rectified within thirty (30) days of receipt of the second of two written notices being at least fourteen (14) days apart requiring payment to be made.
- 16.4 Following termination or expiry of the Purchase Order (as the case may be) the Supplier must immediately return or, at the ACEES' request, destroy all property, materials or records in its possession or under its control belonging or relating to ACEES or any member of the Asahi Breweries Europe Group to which the Purchase Order relates.
- 16.5 Those provisions of the Purchase Order which expressly or impliedly are intended to come into or remain in force on or after termination or expiry will continue in full force and effect, including clauses 11.7 and 12.
- 16.6 Termination or expiry of the Purchase Order will be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination or expiry.
- 17. MISCELLANEOUS**
- 17.1 This Purchase Order contains the entire agreement of the parties and supersedes all prior agreements, understandings or arrangements relating to the relevant subject matter of this Purchase Order.
- 17.2 For the avoidance of doubt, any other terms and conditions upon which the Supplier (or any Supplier Associate) accepts a Purchase Order, or purports to accept a Purchase Order, or to issue any invoice or supply any Goods, or deliver any services, are expressly excluded and shall not apply. Each party acknowledges that in entering into this Purchase Order it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other party in relation to the subject-matter of this Purchase Order at any time before its acceptance, other than those which are set out in this Purchase Order.
- 17.3 Nothing in the Purchase Order excludes or restricts a party's rights, remedies or liability regarding fraud or any misrepresentations made by, or on behalf of, the other.
- 17.4 The rights and remedies provided by this Purchase Order are cumulative and except as stated do not exclude any rights and remedies provided by law.
- 17.5 Save where expressly stated to the contrary (and, in particular, in the case of the indemnity in Standard Term 11.12, which is given for the benefit of all other members of the Asahi Breweries Europe Group) no one other than a party to this Purchase Order shall have a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Purchase Order. The parties may vary, rescind and/or

terminate this Purchase Order without the consent of any other members of the Asahi Breweries Europe Group.

- 17.6 The Purchase Order does not establish a partnership, a joint venture or the relationship of principal and agent.
- 17.7 Based on this Standard Terms and for the purpose of the performance of purchase of Goods under the Purchase Order, for the duration of the Purchase Order and the necessary time after its termination (maximum 10 years), parties may provide each other with, and processes, personal data of the other party (if a natural person) and/or its employees in the scope of title, name, surname, job title, functional department, place of work, telephone number, fax number, e-mail address and employer identification data. Each party undertakes to use personal data to avoid loss or misuse of such data and to meet all of its obligations under the General Data Protection Regulation (the "GDPR") and applicable legislation related to personal data protection. In particular, each party undertakes to use personal data exclusively for the above purpose, unless otherwise provided for in a special regulation. Each party will provide the other party with necessary assistance to achieve the full compliance with the GDPR, namely each party declares that its employees are familiar with the basic information defined in Article 14 (1) of the GDPR. ACEES hereby provides to the Supplier the Information Notice at the link stated here: [http://www.asahibreweries.eu/documents/Corporate\\_Policies/GDPR/Privacy\\_Notice.pdf](http://www.asahibreweries.eu/documents/Corporate_Policies/GDPR/Privacy_Notice.pdf) and its Privacy Policy at the link stated here: <http://www.asahibreweries.eu/about-us/corporate-policies/> in order for the relevant mandatory information to be provided under Article 13 (1) and (2) of ("the GDPR"). By accepting the Purchase Order Supplier undertakes to communicate the Information Notice and the Privacy Policy to all individuals involved from the Supplier's side into the signature and execution of the Purchase Order.

## 18. CONSTRUCTION

18.1 The following rules of interpretation apply:

- (a) headings are inserted for convenience only and shall not affect the interpretation or construction of this Standard Terms;
- (b) words expressed in the singular shall include the plural and vice-versa;
- (c) references to a person include an individual, company, unincorporated association, firm, partnership or other legal entity;
- (d) references to the Supplier shall be deemed, where appropriate, to refer to any Supplier Associate involved in supplying the Goods or providing the Services (and the Supplier must ensure that any such Supplier Associate complies with the obligations of the Purchase Order);
- (e) references to any law include the same as varied from time to time, or the nearest equivalent legal concept in an applicable jurisdiction; and
- (f) the words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible;
- (g) a reference to writing or written includes e-mails.
- 18.2 In the case of conflict or ambiguity, any explicit written contract or agreement between the parties shall take precedence over this Purchase Order, and in the event of any conflict between the provisions of Purchase Order and the Standard Terms, the Purchase Order shall take precedence over these Standard Terms.
- 17.3 The following definitions shall apply:
- (a) "ACEES" means Asahi CE & Europe Services s.r.o., a Czech company which has its registered office at Ovocný trh 1096/8, Staré Město, 110 00 Praha 1, Czech Republic, with Company ID number 056 29 152;
- (b) "Purchase Order" is an order issued by ACEES for the purchase of Goods, together with the specifications, these Standard terms, or other documents referred to, attached to, or incorporated by reference on the face of a Purchase Order and accepted by the Supplier;
- (c) "Applicable Laws" means all regional, national and international laws, rules, regulations and standards, including those imposed by any governmental or regulatory authority and any local regulatory requirements (including, without limitation, those specified in the Specifications), and all applicable industry standards which apply from time to time to the

production, supply or use or re-sale of the Goods, in those countries where this Purchase Order will be performed, the Goods will be produced, and those Goods will be distributed or used, or services performed and received;

- (d) "Asahi Breweries Europe Group" means Asahi Breweries Europe Limited (a company incorporated in England and Wales, company number 10609034, which has its registered address at Ground Floor (Front Suite), Goldvale House, Church Street West, Woking, Surrey, GU21 6DH), and all of its direct or indirect subsidiaries and subsidiary undertakings (including Asahi CE & Europe Services s.r.o.), and its holding company, and their direct or indirect subsidiaries and subsidiary undertakings;
- (e) "Asahi Intellectual Property" means Intellectual Property owned by or licensed to ACEES or a member of the Asahi Breweries Europe Group;
- (f) "Asahi Materials" means all works, designs, drawings, artwork, text, logos, other branding and any other materials, embodied in any medium, supplied by ACEES or member of the Asahi Breweries Europe Group to the Supplier, any Supplier Associate, and/or its or their employees, officers, agents, sub-contractors, or authorised representatives from time to time;
- (g) "Asahi Mark" means any brand name, trade mark, trade name or logo, whether or not registered, owned by, used by or licensed to any member of the Asahi Breweries Europe Group;
- (h) "company", "holding company" "subsidiary" and "subsidiary undertaking" have the meanings given in the English Companies Act 2006 or the Act No. 90/2012 on Business Corporation, if the Czech Law is the governing law;
- (i) "Intellectual Property" means all intellectual property rights including any patent, copyright, trade mark, service mark or trade name, utility models, design right, database right, right relating to passing off, domain name and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in any jurisdiction;
- (j) "Losses" means all losses, claims, liabilities, costs, charges, expenses and damages of any kind;
- (k) "Specifications" means the technical or other specifications relating to Goods to be supplied under this Purchase Order, as agreed with the Supplier;
- (l) "Supplier Associate" means any member of the Supplier Group and any distributor, agent or sub-contractor appointed by a member of the Supplier Group for the supply of the Goods set out in the Commercial Terms;
- (m) "Supplier Group" means the Supplier and all of its subsidiaries and subsidiary undertakings and its holding companies and their subsidiaries and subsidiary undertakings;
- (n) "Supplier" means for the purposes of the Purchase Order, the company upon which this Order is placed;
- (o) "Third Party" means a person who is not a party to this Purchase Order; and
- (p) "VAT" means; (a) for each state within the European Union, the tax which is imposed by Member States pursuant to Council Directive 2006/112/EC of the European Union and which is known in English as "Value Added Tax"; and (b) for each state outside the European Union, that tax, by whatever names called, which is computed by reference to all or part of turnover or sales and which most closely approximates to Value Added Tax and includes, for those states where it is relevant, sales tax or (as the case may be) goods and services tax, in each case together with any related interest penalties, fines and charges.



19. **SEVERABILITY**

19.1 If at any time any part of the Standard Terms is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Laws, the same shall be deemed omitted from the Purchase Order and the validity and/or enforceability of the remaining provisions shall not in any way be affected or impaired as a result of that omission.

20. **FURTHER ASSURANCE**

20.1 The Supplier shall do, or cause to be done, at its own cost, all things necessary to give full effect to the transactions contemplated by this Purchase Order, as expeditiously as practicable, including, without limitation, the performance of such further acts or the execution and delivery of any additional instruments or documents as ACEES may reasonably request for effecting the purposes of and the transactions contemplated by the Purchase Order.

21. **LAW AND JURISDICTION**

21.1 **If the Supplier is a legal entity formed outside the Czech Republic, clause 21.1 applies:** This Purchase Order, and any issues, disputes or claim (whether contractual or non-contractual in nature) arising out of, or in relation to, it or them will be governed by English law. All claims, issues or disputes arising out of or in connection with this Purchase Order will be subject to the jurisdiction of the courts of England.

21.2 **If the Supplier is a legal entity formed in the Czech Republic, clause 21.2 applies:** this Purchase Order, and any issues, disputes or claim (whether contractual or non-contractual in nature) arising out of, or in relation to, it or them will be governed by Czech law. All claims, issues or disputes arising out of or in connection with this Purchase Order will be subject to the jurisdiction of the courts of the Czech Republic.