

GENERAL TERMS AND CONDITIONS

BeverageScouts production & development GmbH

1. VALIDITY OF TERMS AND CONDITIONS

The following terms and conditions exclusively apply to all transactions concluded with BEVERAGESCOUTS PRODUCTION & DEVELOPMENT GMBH (hereinafter referred to as "BSC"). These conditions are deemed to have been accepted no later than upon submission or acceptance of an order.

Agreements to the contrary only apply to BSC if these have been recognised in writing. (Email is **not** sufficient).

Any amendment of these terms and conditions and/ or notification in this regard must be agreed in writing with BSC management in a verifiable manner and also sent to BSC management (Email is **not** sufficient).

2. OFFERS AND CONTRACT

Offers from BSC are without obligation and non-binding. Declarations of acceptance and all orders of a customer/buyer require written confirmation or confirmation by telex by BSC in order to take legal effect (Email is sufficient). In this case, BSC shall produce a proforma invoice for the agreed prepayment which shall be deemed to be confirmation of the order. The content of the order confirmation shall be deemed to be accepted if this is not contradicted within 5 working days or if the payment shown on the proforma invoice has been made.

3. PRICE AND DELIVERY

Prices specified in the order confirmation shall apply plus any statutory value added tax. The prices are free ex works A-2020 Hollabrunn. Delivery shall be made through provision of goods ex works.

For production reasons, deliveries may be larger or smaller than the ordered quantities by up to ten percent. The quantity actually delivered shall be charged.

Delivery to the customer/ buyer requires a separate written agreement. The customer/buyer shall incur all costs relating to this type of shipping requested by the customer/buyer or agreed with them (freight, duty, etc.).

If and insofar as the customer/buyer does not fully meet payment obligations with respect to BSC, BSC is entitled to refuse to hand over the goods.

3.1. DEFAULT IN ACCEPTANCE

If the customer/buyer does not collect the goods provided within 14 days (default in acceptance), BSC is entitled to charge for storage costs at EUR 20.00 per commenced cubic metre and per commenced month of default in acceptance and is also entitled to retain the goods until settlement of storage fees.

If the customer/buyer does not collect the goods despite two reminders with a grace period of one month in each case, BSC is entitled to dispose of the goods at the cost of the customer/buyer. The payment obligations of the customer/buyer are unaffected by this.

If empty barrels are ordered by the customer/buyer and these are not collected by the customer/buyer despite two reminders and subject to the setting of a respective time period of one month in each case, BSC is entitled to dispose of these at the cost of the customer/buyer following the expiry of a 12 month period from storage. The payment obligations of the customer/buyer are unaffected by this.

4. PERIOD OF DELIVERY:

Delivery deadlines and delivery periods are only binding if they are confirmed in writing in the order confirmation. Delivery periods shall be extended by their full term if

a) Customer supplies are incomplete and/or do not arrive at the agreed time (label designs, recipes, ingredients) or

b) When packaging is being designed by BSC, the designs or proofs are not approved or confirmed on time by the customer/buyer

c) The customer/buyer does not comply with other obligations in a timely manner (acceptance of samples, preparations etc.).

Changes deviating from the order require written confirmation by BSC and a new delivery deadline comes into effect as a result.

In cases of force majeure, and of events which significantly impede production or render it impossible, BSC is entitled to postpone deliveries by the duration of disruption or to rescind the contract. Claims to compensation for damage of any type with reference to this shall be excluded. Any delivery period is determined by the timely receipt of the relevant payment made by the customer/buyer.

5. COPYRIGHT AND OTHER RIGHTS, BUSINESS SECRETS, PROVISION OF MATERIALS

All rights (in particular property and intellectual property rights) to sketches, drafts, logos, recipes, patterns (registered designs) and materials and films required for product manufacture which are provided or produced by BSC, remain the sole property of BSC. This also applies even if costs incurred as a result are charged separately and proportionately (e.g. development costs). BSC is in any case entitled to charge for the costs of product development (sketches, drafts, reference patterns, recipe development).

The customer/buyer shall revise motifs, publications, drawings or logos ordered himself in terms of potential infringement of third-party rights. He shall release BSC from all third-party compensation claims.

Recipes developed by BSC represent trade secrets of BSC. BSC is not obliged to publish the precise recipe regardless of whether development costs are covered in full or in part by the customer/buyer. BSC is obliged however to supply a product based on a recipe developed by BSC at current market conditions.

Documents provided by the customer/buyer must only be retained and returned by BSC if this has been agreed in writing when the documents were handed over.

BSC is entitled to dispose of ingredients provided by the customer/buyer following expiry of the best-before-date at the cost of the customer/buyer.

With regard to goods ordered and provided by the customer/buyer and labels used by him (logos, registered designs, etc.) and product descriptions, the customer/buyer undertakes to indemnify and hold BSC fully harmless in case of any accusations of imitation or breach of other (intellectual property) rights of any type, in particular in the case of breach of trademark, design protection and patent rights or similar. The above shall apply accordingly in case of breach of competition rules.

6. LIABILITY, LUMP SUM COMPENSATION FOR DAMAGE AND WARRANTY RESTRICTIONS

Liability for damage verifiably caused by BSC — excluding personal injury — is limited to 10% of the order amount. Liability of BSC for negligence and for consequential harm caused by a defect and for economic loss — excluding personal injury — is excluded. Liability of BSC is limited in any case to compensation for foreseeable damage.

If the customer/buyer provides BSC with ingredients whose value exceeds 10% of the order amount, he must make BSC aware of this by notifying management in advance in writing and in a verifiable manner (email is not sufficient), if this is not the case — even under warranty — BSC is released from compensation of higher value ingredients. The same applies if the customer/buyer has made higher value barrels available.

Liability for further damages is excluded by mutual consent.

7. WARRANTY AND RETURNING GOODS

The buyer shall undertake to check the quality and quantity of goods delivered upon acceptance without delay. The delivery shall be deemed as approved if written notification of defects is not received within 3 days including a full statement of the defects. In case of defects, BSC is entitled at their discretion to remedy the defect or make a substitute delivery. If the goods are collected by an agent of the customer/buyer (carrier etc.), this obligation to check applies upon acceptance. This also applies in the case that the goods are shipped at the request of the customer/buyer.

In this regard, BSC recommends that the goods are checked for transport damage immediately upon acceptance from a transport company and that the transport company is notified of any transport damage upon acceptance without delay. As BSC has only arranged for deliveries to the transport company at the request of the customer/buyer, BSC shall not be liable for transport damage and for this reason claims for damages must be made against the transport company.

Please note that in the case of transport damage (leakage from a drink barrel) the entire tray must be disposed of without exception.

8. RETENTION OF OWNERSHIP

The goods delivered remain the property of BSC until full payment and settlement of all claims arising from the business relationship due to BSC against the buyer. Claims from resale of the goods supplied are herewith assigned to BSC. The customer/buyer shall notify his customer of this assignment at the request of BSC and shall request him only to make payment to BSC. If the value of the security existing for BSC exceeds BSC's demands by more than 50%, BSC shall be prepared to release an appropriate portion of the security interest upon the request of the customer/buyer.

9. PASSING OF RISK

Risk and coincidence pass to the buyer on handover or at the point in time stipulated for the handover (default in acceptance). If delivery is made at the request/order of the customer by means of handover to a third-party (carrier), risk and coincidence shall pass to the buyer upon handover to this third-party.

10. PAYMENT

Unless otherwise agreed, a prepayment of 100% of the sum stated in the order confirmation is deemed as agreed. If BSC begins production before receipt of payment, this does not affect the payment obligation of the customer/buyer.

11. SETTING OFF AND RETENTION

The buyer may set off against claims of BSC or exercise a right of retention if his counter demand has been recognised by BSC in writing or has been declared to be final and conclusive. The customer/buyer may not assign claims from this contract without the prior written consent of BSC.

12. PLACE OF PERFORMANCE, CHOICE OF LAW, JURISDICTION, OTHER

The place of performance is the registered office of BSC in A-2020 Hollabrunn. The jurisdiction for all disputes resulting from this contractual relationship, in as much as it is legally permissible, shall be the factual and local competent court for A-2020 Hollabrunn.

This agreement is subject to Austrian law with the exception of the United Nations Convention on Contracts for the International Sale of Goods (UN sale law) and any European sales law.

Unless otherwise governed by this agreement, claims of the customer/buyer shall come under the statute of limitations on whatever grounds within one year unless opposed by mandatory law. The shortest possible limitation period shall be agreed in any case.

If not explicitly regulated otherwise in this agreement, notification via email shall be sufficient for fulfilling the requirement of the written form of declarations.

Should one or more of the provisions of these general terms and conditions be or become invalid, the validity of the other provisions or agreements shall be unaffected by this.