

CONDITIONS OF SALE OF GOODS

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Conditions.

Business Day means a day (other than a Saturday, Sunday, or UK public holiday) when banks in London are open for business.

Conditions means the terms and conditions set out in this document.

Customer means the party which purchases the Products from the Supplier under the Agreement.

Insolvency Event means, in respect of either party:

(a) other than for the purposes of a bona fide reconstruction or amalgamation, such party passing a resolution for its winding up, or a court of competent jurisdiction making an order for it to be wound up or dissolved, or that party being otherwise dissolved; or

(b) the appointment of an administrator of, or the making of an administration order in relation to, either party, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or any part of the entity's undertaking, assets, rights or revenue; or

(c) that party entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them, or taking steps to obtain a moratorium, or making an application to a court of competent jurisdiction for protection from its creditors; or

(d) that party being unable to pay its debts, or being capable of being deemed unable to pay its debts, within the meaning of section 123 of the Insolvency Act 1986; or

(e) that party entering into any arrangement, compromise or composition in satisfaction of its debts with its creditors;

or any cessation of business or other proceedings in any jurisdiction analogous or substantially equivalent to the foregoing.

Intellectual Property Rights means intellectual property rights of any kind worldwide, whether registered or unregistered and including all applications and rights to apply for and be granted such rights.

Order means an order for the Products submitted by the Customer in accordance with clause 2.1 and confirmed in writing by the Supplier in accordance with clause 2.2.

Products means the products (or any part of them) set out in any Order or Order confirmation.

Specification means any specification for the Products that is agreed in writing between the Customer and the Supplier.

Supplier means Trilogy Beverage Brands Limited, incorporated and registered in England and Wales with company number 08504943 whose registered office is at Laurel House, 173 Chorley New Road, Bolton, BL1 4QZ.

Supplier Group means the Supplier, any subsidiary or any holding company from time to time of the Supplier, and any subsidiary from time to time of a holding company of the Supplier (in each case reference to a holding company or a subsidiary meaning a holding company or subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 as at the date of this Agreement).

Supplier Packaging means all packaging for the Products, including any tracking and electronic data devices attached thereto, provided to the Customer by the Supplier.

1.2 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it.

2. BASIS OF CONTRACT

2.1 The Customer may place an Order for Products by telephone, email or in writing. Each Order placed by the Customer constitutes

an offer by the Customer to purchase the Products subject to and in accordance with these Conditions.

2.2 The Order is placed on these Conditions and shall be confirmed in writing by the Supplier (the Order and these Conditions together constituting the "**Agreement**"). These Conditions are incorporated in every Order, and shall apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 Quotes and prices for the Products given by the Supplier or in any sale literature are for guidance only and shall not constitute an offer. The Supplier may set a minimum order value or quantity from time to time and in any event, unless otherwise agreed, the Supplier will not accept any Order for less than £100 excluding VAT.

2.4 An Order shall only be deemed to be accepted when the Supplier issues an invoice in respect of the Order, or if earlier, upon delivery of the Products to the Customer, at which point the Agreement shall come into existence.

2.5 Unless otherwise agreed in writing by the Supplier, the Customer shall not be entitled to cancel or vary an Order once it has been accepted by the Supplier.

2.6 The Agreement constitutes the entire agreement between the parties. Each party acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the other party which is not set out in the Agreement.

2.7 Any samples, drawings, descriptive matter, or advertising produced by the Supplier are produced for the sole purpose of giving an approximate idea of the Products described. They shall not form part of the Agreement or have any contractual force.

3. PRODUCTS

3.1 The quantity and type of Products will be as set out in the Order confirmation issued pursuant to clause 2.2.

3.2 The Supplier reserves the right, from time to time and without liability to the Customer, to amend the specification or composition of the Products; and/or to discontinue the manufacture, supply, sale and/or distribution of any Products.

4. DELIVERY AND RETURNS

4.1 The Products shall be delivered to the location set out in the Order or such other location as the parties may agree in writing (the "**Delivery Location**"), or collected by the Customer, as agreed in writing between the parties. Delivery of the Products shall be completed on the Products' arrival at the Delivery Location, or upon collection by the Customer, as the case may be.

4.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. In any event, unless otherwise agreed, the Supplier shall not be required to deliver any Products prior to payment for such Products being made in accordance with clause 8.8.

4.3 Where the Supplier is required to deliver the Products to the Customer, the Customer shall ensure that sufficient access and parking is made available to the Supplier at the designated point of delivery, for the safe and proper delivery of the Products.

4.4 Where the parties have agreed that the Customer will collect the Products, the Customer shall have the sole responsibility for off-loading, loading, removal and taking delivery of the Products and for all associated costs and expenses.

4.5 If the Customer fails to accept delivery of the Products, or to collect the Products on the designated date, then delivery of the Products shall be deemed to have been completed on the date of attempted delivery, or the date the Products were notified to the Customer as ready for collection (as the case may be). The Supplier shall store the Products until delivery takes place, and may charge the Customer for all related costs and expenses (including insurance).

4.6 If 10 Business Days after the date on which the Supplier attempted delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Products without liability to the Customer.

4.7 The Customer shall not be entitled to reject the Products if the Supplier delivers up to and including 5% more or less than the quantity of Products ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Products was delivered.

4.8 The Supplier may deliver the Products by instalments, which may be invoiced and paid for separately. Each instalment shall constitute a separate Agreement. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.9 Immediately upon delivery, the Customer shall examine all Products and shall detail any shortfall in quantity and/or damage to the Products on the delivery note.

4.10 The Supplier shall assume liability to the Customer for non-delivery, (without prejudice to clause 4.8) a shortfall in quantity delivered, or damage to or loss of Products, only if the Customer notifies the Supplier of a claim within 24 hours of delivery of the relevant Products (or, in the case of a claim for non-delivery, within 5 days of the date of the relevant invoice).

4.11 The Supplier shall have no liability for any failure to deliver, or any delay in delivering, the Products to the extent that such failure is caused by the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

4.12 The Customer's sole remedy for any non-delivery, shortfall in quantity or damage to or loss of Products shall be an entitlement to a refund or credit equivalent to the price paid for such Products. The Supplier shall not have any liability to the Customer in respect of any failure or delay in the delivery of the Products, except as set out in this clause 4.

5. QUALITY

5.1 The Supplier warrants that on delivery, the Products shall conform in all material respects with the Specification and the Order.

5.2 Subject to clause 5.3, if the Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out at clause 5.1 (being not later than 5 days following the date of delivery); the Supplier is given a reasonable opportunity of examining such Products; and the Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, replace the defective Products, or refund the price of the defective Products in full.

5.3 The Supplier shall not be liable for Products' failure to comply with the warranty set out in clause 5.1 in any of the following events:

5.3.1 the Customer makes further use of such Products after giving notice in accordance with clause 5.2;

5.3.2 the defect arises because the Customer has failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;

5.3.3 the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer; the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

5.3.4 the Products differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 The Supplier's warranties and obligations pursuant to this clause 5 do not cover proprietary or other items not of the Supplier's manufacture, but it will as far as reasonably practicable pass on the benefits of any warranty given by the manufacturer in respect thereof.

5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 5.1.

5.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are to the fullest extent permitted by law, excluded from the Agreement.

5.7 These Conditions shall apply to any replacement Products supplied by the Supplier.

6. CUSTOMER OBLIGATIONS

6.1 Product Quality

6.1.1 The Customer shall take all reasonable steps to maintain the quality and appearance of the Products (including the packaging, branding and other general presentation) until the point of supply to the ultimate consumer and shall comply with all reasonable instructions issued by the Supplier in relation to the Products. Where the Customer supplies Products to a retail customer for the purpose of re-sale (which supply shall in all cases be subject to the prior written consent of the Supplier) the Customer shall procure that such retail customer complies with the provisions of this clause 6.1.1.

6.1.2 In circumstances where the Customer is in breach of clause 6.1.1, without prejudice to any other rights and remedies available to the Supplier, the Supplier may suspend further supplies to the Customer until the breach is remedied and/or appropriate measures are implemented by the Customer in order to prevent a recurrence of the relevant breach, to the reasonable satisfaction of the Supplier.

6.2 Packaging

6.2.1 Title to the Supplier Packaging shall at all times remain with the Supplier, but risk in the Supplier Packaging shall pass to the Customer on delivery and shall remain with the Customer until such time as the Customer returns the Supplier Packaging to the Supplier.

6.2.2 The Customer shall ensure that the Supplier Packaging is returned to the Supplier in substantially the same condition in which it was delivered (except for fair wear and tear), within such reasonable period as the Supplier may require by notice in writing.

6.2.3 The Supplier may from time to time levy a returnable deposit charge in respect of Supplier Packaging. Such charge shall be payable in addition to the price of the Products, but shall be returned to the Customer following return of the Supplier Packaging to the Supplier, in the condition and within the period specified by the Supplier.

6.2.4 If the Customer fails to return any Supplier Packaging to the Supplier, in the condition and within the period specified by the Supplier, the Customer shall be liable to the Supplier for the then current replacement cost of the relevant Supplier Packaging.

6.2.5 The Customer shall be responsible for the disposal of all packaging other than Supplier Packaging, and shall comply with all applicable laws and regulations in relation thereto.

6.3 Access

The Customer shall ensure that the Supplier, and its employees, agents and representatives, are permitted to access the Customer's premises, and any other premises where the Products may be stored or handled, at any time during normal business hours, for the purposes of inspecting, auditing, monitoring and testing the Products and/or the Customer's compliance with its obligations under this Agreement. The Supplier shall use reasonable endeavours to give reasonable advance notice of any requirement for such access, but shall in any event be entitled to exercise its

rights of access without prior notice where the Supplier reasonably deems it necessary to do so.

6.4 Health and Safety

The Customer shall comply with law, applicable regulations and/or codes of practice and best industry practice, and any express written instructions from the Supplier, in connection with the safe delivery, storage, use, maintenance and consumption of the Products; and the marketing of the Products (including, without limitation, complying with guidance published by any relevant organisation in relation to responsible drinking).

7. TITLE AND RISK

7.1 The risk in the Products shall pass to the Customer on completion of delivery.

7.2 Title to the Products shall not pass to the Customer until the earlier of the Supplier receiving payment in full (in cash or cleared funds) for the Products; and the Customer reselling the Products, in which case title to the Products shall pass to the Customer at the time specified in clause 7.4.

7.3 Until title to the Products has passed to the Customer, the Customer shall: (i) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Products; (iii) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (iv) notify the Supplier immediately if it becomes subject to any of the events listed in clause [9.2]; and (v) give the Supplier such information relating to the Products as the Supplier may require from time to time.

7.4 Subject to clause 7.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Products. However, if the Customer resells the Products before that time, title to the Products shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

7.5 If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2 then, without limiting any other right or remedy the Supplier may have:

7.5.1 the Customer's right to resell the Products or use them in the ordinary course of its business ceases immediately; and

7.5.2 the Supplier may at any time require the Customer to delivery up all Products in its possession which have not been resold; and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

8. PRICE AND PAYMENT

8.1 The price of the Products shall be the price agreed in writing between the parties, or if there is no such agreement, the price set out in the Supplier's published price list in force as at the date of delivery.

8.2 The Supplier may from time to time increase the price of the Products, be giving notice to the Customer at any time prior to acceptance by it of any Order, or at any time where such price increase arises as a result of:

8.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

8.2.2 any request by the Customer to change the delivery date(s), quantities or types of Products ordered, or the Specification; or

8.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

8.3 The price of the Products is exclusive of the costs and charges of packaging, insurance, excise duty or any other levy, and transport of the Products, which shall be invoiced to the Customer.

8.4 The price of the Products is exclusive of amounts in respect of value added tax ("VAT"). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Products.

8.5 If the Customer is an approved partner wholesaler of the Supplier and purchasing Products in that capacity, all prices are quoted on the assumption that the Customer will sell on to retail customers who in turn will sell on to end consumers for on premise consumption at an outlet owned and/or operated by that retail customer.

8.6 Save where clause 8.5 applies, all prices are quoted on the assumption that the Customer purchases Products as an end consumer for on premise consumption at an outlet owned and/or operated by the Customer.

8.7 The parties acknowledge and agree that the price of the Products is based on the trading relationship between the parties and the assumed route to market of the Products as set out in clauses 8.5 and 8.6. If this relationship changes in any way and in particular if the Customer intends to engage in the sale of Products other than as described pursuant to clause 8.5 or clause 8.6 (as the case may be), the Supplier may amend its prices so as to charge the Customer the then current full wholesale price for such Products.

8.8 The Supplier may invoice the Customer for the Products on or at any time after the receipt of the Order pursuant to clause 2.2.

8.9 The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Cash payments will only be accepted if agreed in advance and in writing by the Supplier, and in any event the Supplier shall not accept any cash payment (including a related series of payments or payments made within a 90 day period) above an amount equal to the value of €10,000. Time of payment is of the essence.

8.10 If the Customer fails to make any payment due to the Supplier under the Agreement by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.11 The Customer shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. TERMINATION AND SUSPENSION

9.1 If the Customer becomes subject to any of the events listed in clause 9.2, the Supplier may terminate the Agreement with immediate effect by giving written notice to the Customer.

9.2 For the purposes of clause 9.1, the relevant events are:

9.2.1 the Customer becomes subject to an Insolvency Event;

9.2.2 the Customer commits a material breach of its obligations under the Agreement, which breach (if capable of remedy) remains unremedied 15 Business Days following notice of such breach from the Supplier;

9.2.3 the Customer fails to pay any sums when due;

9.2.4 the Customer is subject to a change of control (where "control" has the meaning given to that term in section 1124 of the Corporation Tax Act 2010);

9.2.5 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

9.3 On termination of the Agreement for any reason the Customer shall immediately pay to the Supplier all of the Supplier's unpaid invoices and interest, and shall immediately return all Supplier Packaging to the Supplier.

9.4 Termination of the Agreement, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

9.5 Clauses which expressly or by implication survive termination of the Agreement shall continue in full force and effect.

10. LIMITATION OF LIABILITY

10.1 Nothing in the Agreement shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

10.2 Subject to clause 10.1:

10.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort, including negligence, breach of statutory duty, or otherwise, for any third party claims against the Customer, loss of profit, loss of business opportunity, loss of goodwill, loss of anticipated savings, or any special, indirect or consequential loss arising under or in connection with the Agreement; and

10.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort, including negligence, breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products (exclusive of any taxes which may be payable thereon).

11. FORCE MAJEURE

11.1 Neither party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

11.2 If a Force Majeure Event continues for more than 16 weeks, either party may give written notice to the other to terminate the Agreement.

12. GENERAL

12.1 Assignment and other dealings

12.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

12.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of the Supplier.

12.2 Notices

12.2.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office, and shall be delivered personally, sent by certified or registered delivery service, fax or email.

12.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the relevant party's registered office; if delivered by certified or registered

delivery service, on the date and at the time that the delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

12.3 Severance: If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

12.4 Waiver: A waiver of any right or remedy under the Agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 Third party rights

12.5.1 The Supplier enters into the Agreement on its own behalf and on behalf of the Supplier Group and accordingly, on the written direction of the Supplier: (i) any member of the Supplier Group may receive the benefit of the Agreement as if it were a party thereto; (ii) any member of the Supplier Group may carry out any of the Supplier's obligations under the Agreement; and (iii) the Supplier may enforce the terms of the Agreement on behalf of any member of the Supplier Group.

12.5.2 Subject to clause 12.5.1, a person who is not a party to the Agreement shall not have any rights to enforce its terms.

12.5.3 The parties to the Agreement may vary, terminate or rescind the Agreement without the consent of any other member of the Supplier Group.

12.6 Variations: Except as set out in these Conditions, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is in writing, notified to the Customer not less than 10 Business Days in advance of taking effect, and signed by the Supplier.

12.7 Confidentiality

12.7.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, including the relationship of the parties and any Agreement between the parties, except as permitted by clause 12.7.2.

12.7.2 Each party may disclose the other party's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.7; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.7.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

12.8 Intellectual Property Rights: Unless otherwise agreed in writing between the parties, no right or licence is granted to the Customer in respect of the Intellectual Property Rights of the Supplier or otherwise in relation to the Products, except the right to use or resell the Products in the Customer's ordinary course of business.

12.9 Anti-Bribery: The parties shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption, including without limitation the Bribery Act 2010. Any breach of this

clause 12.9 shall constitute a material breach of the Agreement entitling the party not in breach to terminate the Agreement.

12.10 No Partnership or Agency: Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

12.11 Governing Law: The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the law of England.

12.12 Jurisdiction: Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).