

MOLSON COORS BREWING COMPANY (UK) LIMITED

GENERAL CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions (unless the context otherwise requires), the following words and phrases shall have the following meanings:

"ABV" means the percentage of alcohol in a Product;

"Conditions" means these terms and conditions of sale, as amended by Molson Coors from time to time;

"Confidential Information" means any of the following: (i) any and all information, however conveyed or presented, relating to the business, affairs, operations, processes, Intellectual Property Rights, customers, clients, personnel, suppliers, budgets, requirements, plans, intentions, designs, specifications, developments, prices and pricing policies, products, investments, strategies, trade secrets, know-how and/or market opportunities of any member of the Molson Coors Group; (ii) any other information clearly designated by any member of the Molson Coors Group as being confidential or which ought reasonably be considered to be confidential; and (iii) the terms of any Contract. Such information shall be deemed 'Confidential Information' except where it becomes publicly known without a breach of confidentiality.

"Contract" means the contract for the sale and purchase of Products between Molson Coors and the Customer, incorporating these Conditions and formed in accordance with Condition 3.2;

"Customer" means the person who purchases the Products from Molson Coors under a Contract;

"Factored Products" means Products which are not owned and/or manufactured by Molson Coors;

"Intellectual Property Rights" means all intellectual and industrial property rights including patents, rights in Confidential Information, know-how, registered trade marks, registered designs, utility models, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights, rights in inventions, discoveries or processes, throughout the world and including all registrations and pending registrations and applications and pending applications of the aforementioned;

"Molson Coors" means Molson Coors Brewing Company (UK) Limited, a company registered in England and Wales under number 26018 whose registered office is at 137 High Street, Burton-on-Trent, Staffordshire DE14 1JZ, UK;

"Molson Coors Group" means Molson Coors and any parent undertaking of Molson Coors and any undertaking which, in relation to Molson Coors and/or any parent undertaking of Molson Coors, is a subsidiary undertaking from time to time. For the purposes of this definition, the words "undertaking", "subsidiary undertaking" and "parent undertaking" have the meanings set out in sections 1161 and 1162 of the Companies Act 2006;

"Molson Coors Own Brand Products" means Products which are owned and manufactured by Molson Coors, or which Molson Coors designates in writing from time to time as satisfying this definition;

"Non-Returnable Packaging" means cans, bottles, and all other items which are not Products and not Returnable Packaging;

"Order" means a Customer's order for the Products as set out in the Customer's purchase order, the Customer's written acceptance of Molson Coors' quotation, as the case may be;

"Outlets" means any premises which the Customer operates from time to time at which beverage products are sold to end consumers for consumption on those premises;

"Parties" means Molson Coors and the Customer unless otherwise stated;

"Products" means the products supplied or to be supplied to the Customer (excluding any Returnable Packaging, but including Non-Returnable Packaging) pursuant to the Contract;

"Price/s" means the price payable by the Customer for the Products as agreed with Molson Coors in the Customer's stated price list, including any variations in accordance with these Conditions;

"Retail Customer" means (where the Customer is an approved partner wholesaler of Molson Coors and purchasing Products for re-sale as such) a customer of the Customer to whom the Customer may re-sell the Products with a view to such person selling the Products by way of retail sale to the ultimate consumer, subject always to the prior approval of Molson Coors;

"Returnable Packaging" means all containers and packaging, including casks, kegs, cylinders (but excluding CO2 and mixed gas bottles), pallets, locator boards, separators, crates, including any tracking and electronic data devices attached thereto, provided to the Customer by Molson Coors or otherwise as notified by Molson Coors to Customer from time to time;

"Termination Events" means the events set out in Condition 14.2;

"Working Day" means a day, other than a Saturday, Sunday, or public holiday on which clearing banks in London are ordinarily open for business.

1.2 In these Conditions (unless the context otherwise requires):

1.2.1 construction of these Conditions shall ignore the headings (all of which are for reference only);

1.2.2 any reference to any legislative provision is a reference to it as amended, extended or re-enacted from time to time;

1.2.3 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;

1.2.4 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

2. APPLICATION

2.1 These Conditions shall govern and be incorporated into every Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate or which may be implied by trade, custom, practice or course of dealing.

2.2 Molson Coors may have a separate agreement with the Customer which incorporates these Conditions. To the extent that the two are directly contradictory, the terms of the separate agreement shall prevail.

3. BASIS OF THE SALE

3.1 Each Order placed by the Customer shall constitute an offer by the Customer to purchase the Products subject to these Conditions. It is the Customer's responsibility to ensure that the terms of the Order are complete and accurate. Molson Coors shall have no liability for any incorrect Orders.

3.2 Quotes and stated prices in any sale literature are guideline only and minimum order quantities may apply. The Contract shall only be formed when the Order is accepted by written electronic communication or confirmed in writing by an authorised representative of Molson Coors or, if earlier, upon delivery of the Products to the Customer.

3.3 The Customer shall not be entitled to cancel or vary an Order once it has been accepted by Molson Coors unless Molson Coors agrees acting in its absolute discretion that it may be cancelled or varied.

3.4 Calls relating to the placing of Orders may be monitored and/or recorded by Molson Coors in accordance with the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

3.5 Molson Coors shall be entitled to treat any Orders placed by a person reasonably purporting to represent the Customer as binding upon the Customer.

3.6 This Contract constitutes the entire agreement and understanding of the Parties with respect to its subject matter. Each of the Parties acknowledges that in entering into this Contract, it has not relied on any statement, promise or representation (oral or written) made or given by or on behalf of the other Party except as provided for in this Contract, and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Contract will limit or exclude any liability of a Party for fraud or fraudulent misrepresentation.

3.7 Molson Coors reserves the right to set a minimum Order value or quantity from time to time. Unless otherwise agreed, Molson Coors will not accept Orders for less than £100 (exc. VAT).

4. PRODUCTS

4.1 The quantity and type of the Products in respect of each Contract will be as set out in the Order.

4.2 Molson Coors shall be entitled to amend or discontinue any or all of the manufacture, supply, sale and promotion of and/or the specification or composition of any Product from time to time without the Customer's approval and without any liability to the Customer, and the Price shall only increase or decrease where Molson Coors notifies the Customer that such the change in specification necessitates such a change.

4.3 All samples, drawings, advertising, specifications, descriptions or statements made in relation to Products in these Conditions (including any brochures, presentations, price lists or labelling) are indicative only and the Customer acknowledges that no warranty, express or implied, is made by virtue of such description. All warranties implied by virtue of the Sale of Goods Act 1979 (save for the conditions implied by section 12) are, to the farthest extent permitted by law, excluded, and the Customer agrees that such exclusion is reasonable in light of the information available to the Customer prior to entering into these Conditions, and the Customer's acknowledgement that it has had the opportunity to negotiate any elements of specification which it requires to be on a binding contractual basis.

4.4 The Customer acknowledges that alcohol products are subject to tolerances in ABV as beer is a natural product with natural variances (and such tolerances are permitted by food labelling laws). Accordingly, indications of ABV (and corresponding indications of the duty payable) are indicative only.

4.5 The Customer undertakes to provide all assistance reasonably required by Molson Coors in the event that a recall of products is either required by Molson Coors (which decision, for the avoidance of doubt, shall be made by Molson Coors acting in its absolute discretion) or ordered by any relevant authority.

5. DELIVERY

5.1 Unless otherwise agreed in writing and subject to Condition 5.2, delivery of the Products shall be deemed to be complete where:

5.1.1 the Products are delivered to the agreed delivery location; or

5.1.2 the Customer collects the Products as agreed by the Parties.

5.2 If the Customer refuses or fails to take delivery of, or collect, the Products, the Products will be deemed to have been delivered on the date of the attempted delivery or the date on which the Products were notified to be ready for collection (as applicable). Molson Coors may (without prejudice to its other rights and remedies):

5.2.1 store the Products (at the Customer's cost and risk) until actual delivery is effected; and/or

- 5.2.2 on notice to the Customer, terminate the Contract (or part of it) and charge the Customer for all additional costs incurred by Molson Coors as a result of such refusal or failure (including the costs of additional administration, storage, transport and insurance from the due date of delivery), and resell or otherwise dispose of part or all of the Products.
- 5.3 Any quoted delivery time and/or date is approximate only and time for delivery shall not be of the essence.
- 5.4 Molson Coors will not (without prejudice to Condition 13.4) be in breach of contract or have liability to the Customer for any losses (including loss of profit), damages, charges, liabilities, costs, claims or expenses howsoever caused (including as a result of negligence) arising from or in connection with any delay or failure in delivery except as set out in this Condition 5.
- 5.5 Subject to Condition 7.2.1, if Molson Coors fails to deliver any Products in accordance with the Order, Molson Coors' liability shall be limited to the following (as the Customer's sole remedy):
- 5.5.1 Molson Coors will refund to the Customer any sums which the Customer has paid to Molson Coors in respect of that Order or part/instalment of the Order which has been cancelled; and
- 5.5.2 the Customer will be under no liability to make any further payments in respect of that Order or part/instalment of the Order which has been cancelled.
- 5.6 Molson Coors shall (without prejudice to Condition 13.4) have no liability for any failure or delay in delivering any Products caused by a Force Majeure Event (as defined in Condition 20) or by any act or omission of the Customer including any failure to provide adequate delivery instructions or other instructions relevant to the supply of the Products.
- 5.7 Molson Coors will have the right to determine the method, date and time of delivery unless otherwise agreed in writing.
- 5.8 Where the Order states that Molson Coors is to deliver the Products, Molson Coors shall use its reasonable endeavours to ensure that the Products are delivered within the timescales set out in the Order. Molson Coors shall be responsible for any losses, damages, costs and charges, claims and expenses that the Customer incurs arising directly from or in connection with the off-loading of the Products at the point of delivery provided that the Customer shall procure that Molson Coors and/or its agents have sufficient rights of access and unrestricted parking at the designated point of delivery for the safe and proper delivery of the Products and shall immediately notify Molson Coors of any potential or actual restrictions that could prevent, delay or restrict delivery of the Products, including any parking restrictions.
- 5.9 Where the Order states that delivery is not to be provided by Molson Coors or the Parties agree that the Customer shall collect the Products, the Customer shall be exclusively responsible for the off-loading, loading, removal and taking of delivery of the Products and all ensuing costs and expenses. The Customer shall reimburse Molson Coors in full for any losses, damages, costs, charges, claims and expenses that Molson Coors or its agents or sub-contractors incur arising from or in connection with providing assistance in connection with the off-loading, loading, removal and/or taking delivery of the Products from the point of delivery.
- 5.10 If the Customer fails to take delivery of the Products or fails to comply with any of its obligations under Conditions 5.2, 5.6, 5.8 or 5.9 the Customer shall reimburse Molson Coors on demand for all additional costs and expenditure incurred by Molson Coors as a result.
- 5.11 The Customer shall not be entitled to reject the Products if Molson Coors delivers up to and including 5% more or less than the quantity ordered. A pro rate adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Products was delivered.
- 5.12 If delivery is effected by instalments, each instalment shall be treated as a separate Contract so that failure to deliver, or any defect in, one or more instalment shall not affect any other instalment and unless agreed otherwise in writing, each separate instalment will be invoiced and paid for separately.
- 6. STORAGE, HANDLING & RESALE OF PRODUCTS**
- 6.1 The Customer shall (and shall procure that Retail Customers shall) take all reasonable steps, to preserve the quality and appearance of the Products (including the packaging and general brand presentation) from the time of delivery until the point of supply to the ultimate consumer including observing (where appropriate) any guidelines issued from time to time by Molson Coors concerning the Products.
- 6.2 If, in the reasonable opinion of Molson Coors, there is a breach of Condition 6.1, then without prejudice to any other rights and remedies available to Molson Coors, Molson Coors may withhold further supplies from the Customer until the breach is remedied to the reasonable satisfaction of Molson Coors, and Molson Coors reserves the right to take back possession of any Product delivered in this scenario.
- 6.3 The Customer shall not resell the Products in any packaging other than the packaging in which the Products were delivered to the Customer and shall not alter or damage that packaging in any way whatsoever and the Customer shall indemnify and keep indemnified Molson Coors in full and hold it harmless on demand from and against any and all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs suffered or incurred by Molson Coors or for which Molson Coors may become liable arising out of or in connection with any claim made against Molson Coors as a result of the Purchaser failing to comply with this Condition 6.3.
- 7. RETURNS**
- 7.1 Immediately upon delivery, the Customer shall examine all Products and detail any shortages / excesses and/or damage to the Products on the delivery note.
- 7.2 Molson Coors will only assume liability for:
- 7.2.1 non-delivery if the Customer notifies Molson Coors of the claim within 5 days of the date of Molson Coors' invoice;
- 7.2.2 shortages in quantity delivered if the Customer notifies Molson Coors within 24 hours of delivery of the Products; or
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- 7.2.3 damage to or loss of all or part of the Products in transit if the Customer notifies Molson Coors within 24 hours of delivery of the Products (or in respect of damage only, if the damage would not be apparent on reasonable inspection on delivery, within 5 days of delivery).
- 7.3 Prior to any return of the Products, the Products in question ("**Rejected Products**") shall be held by the Customer at the Customer's risk and without cost to Molson Coors. The Customer shall allow Molson Coors' and/or its representatives access to the Products on any Working Day at a time at Molson Coors' convenience to examine the Rejected Products.
- 7.4 The Customer's sole remedy shall be credit (equivalent to the Price paid) for any Rejected Products which Molson Coors agrees are defective pursuant to this Condition 7.
- 8. RETURNABLE PACKAGING**
- 8.1 All Returnable Packaging shall at all times remain Molson Coors' property but risk of loss, damage and theft of the Returnable Packaging shall pass to the Customer on delivery and shall remain with the Customer until such time as the Customer returns the Returnable Packaging to Molson Coors and Molson Coors has acknowledged the return.
- 8.2 Molson Coors may at its sole discretion levy a specific deposit charge in respect of certain Returnable Packaging, which shall be payable in addition to the Price. Such deposit will be returned if the Returnable Packaging is returned to Molson Coors in good condition and within the period agreed.
- 8.3 The Customer shall ensure that the Returnable Packaging is treated at all times with all reasonable care and is returned or made available for collection at the same location, undamaged and in substantially the same condition in which it was delivered (fair wear and tear excepted) within such period as Molson Coors may reasonably specify.
- 8.4 Any Returnable Packaging not returned in accordance with Molson Coors' requirements shall be charged to the Customer at its current replacement cost.
- 9. RISK AND TITLE**
- 9.1 Risk of damage or loss of the Products shall pass to the Customer upon delivery by Molson Coors or a third party on behalf of Molson Coors.
- 9.2 Title to and ownership of the Products (whether separate and identifiable or incorporated in or mixed with other products) shall remain at all times with Molson Coors until Molson Coors has received the Price in full in cleared funds (together with any accrued interest).
- 9.3 Until ownership of the Products has passed to the Customer under Condition 9.2, the Customer shall:
- 9.3.1 hold the Products on a fiduciary basis as Molson Coors' bailee;
- 9.3.2 store the Products (at no cost to Molson Coors) separately from all other products held by the Customer in such a way that they remain readily identifiable as Molson Coors' property;
- 9.3.3 not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Products;
- 9.3.4 maintain the Products in satisfactory condition and insured with a reputable insurer for their full price against all risks from the date of delivery and hold proceeds of any such insurance on trust for Molson Coors and not mix them with any other money, nor pay the proceeds into an overdrawn bank account; and
- 9.3.5 notify Molson Coors immediately if it becomes subject to, or knows it is about to become subject to, any of the events listed in Condition 14.2.3;
- 9.4 The Customer may resell or use the Products in the ordinary course of its business, provided any such sale shall be a sale of Molson Coors' property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 9.5 At any time before title to the Products passes to the Customer, without prejudice to any other rights and remedies available to Molson Coors, Molson Coors may require the immediate delivery up to it of all or any part of the Products, and if the Customer fails to do so promptly, Molson Coors may enter any premises of the Customer or a third party where they are stored in order to recover them.
- 10. ACCESS**
- The Customer shall permit Molson Coors, its employees and/or agents access at any time to any premises of the Customer and/or shall procure such access to any premises of any third party where the Products may be stored or handled for the purpose of inspecting, auditing, verifying, monitoring or testing the Products and/or the Customer's compliance with its obligations under the Contract. Molson Coors shall use reasonable endeavours to provide reasonable notice of such inspections. However, if Molson Coors reasonably deems it necessary, Molson Coors may carry out the inspection without prior notice.
- 11. PRICE**
- 11.1 The Customer will pay the Prices for the Products.
- 11.2 The Prices for the Products can change on notice as follows:
- 11.2.1 in respect of Molson Coors Own Brand Products, Molson Coors is entitled to institute general Price increases (which will ordinarily be limited to one general Price increase once per calendar year, taking place after 1 January but before 1 March); and
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- 11.2.2 where the Customer purchases Factored Products, the Price of those Products will increase when Molson Coors' supplier of those Products institutes a Price increase, by no less than the increased price which Molson Coors must pay to its supplier; and
- 11.2.3 where there is an increase in the amount of excise duty payable in respect of any Products by virtue of the following factors listed in this Condition 11.2.3 the Price of the Products shall be increased by the amount of additional duty payable. The factors are:
- 11.2.3.1 a greater ABV content of any Product when compared against the content as at the date the Contract was formed;
 - 11.2.3.2 where the ABV of a Product is increased by virtue of a change in the specification or recipe of that Product;
 - 11.2.3.3 a change in the rate payable as implemented by the government; or
 - 11.2.3.4 any other reason.
- 11.3 Where there is a decrease in the amount of excise duty payable in respect of Products by virtue of the following factors listed in this Condition 11.3, such change shall not result in any change to the Price for that Product (or any other Price being chargeable) unless Molson Coors expressly agrees otherwise in writing. The factors are:
- 11.3.1.1 a change in the ABV of any Product which Molson Coors implements; or
 - 11.3.1.2 any other reason (except for a reduction in the rate payable implemented by the Government).
- 11.4 Where there is a decrease in the amount of excise duty payable in respect of Products by virtue of a change in the rate payable as implemented by the Government, the Price of the Products shall be reduced accordingly.
- 11.5 Molson Coors may at any time prior to acceptance by it of any Order, revise the Price on reasonable notice to the Customer.
- 11.6 Unless otherwise agreed, Prices stated are inclusive of delivery, and exclusive of VAT, excise duty or other levy applicable from time to time.
- 11.7 Unless the Customer is an approved partner wholesaler of Molson Coors and purchasing Products as such (as per Condition 11.8), all Prices are quoted on the basis of retail sale of the Products to end consumers for on premise consumption at an Outlet.
- 11.8 Where the Customer purchases as wholesaler, all Prices are quoted on the basis of sale on to retail customers who will subsequently sell on to end consumers for on premise consumption at an Outlet.
- 11.9 The Customer agrees and understands that all elements of the parties' trading relationship (including any separate trading or investment documents, and these Conditions, and the calibration of Price) is based upon the relative brand value which Molson Coors receives through all elements of the relationship, and in particular the specific route to market as set out in Conditions 11.7, 11.8, or in the separate trading agreement if different.
- 11.10 If the Customer engages in the sale of Products via means other than the pricing conditionality set out at Condition 11.7 above, (without limitation to the rights and remedies available to it as a matter of law to Molson Coors) Molson Coors reserves the right to:
- 11.10.1 charge the then-current full wholesale price for Products henceforth; and
 - 11.10.2 charge the then-current full wholesale price for Products which have previously been purchased and invoiced at the quoted price for retail as per Condition 11.7, but sold by the customer via an alternative route to market. For the avoidance of doubt in this regard, Molson Coors shall be entitled to exercise this right in respect of volumes it knows or reasonably suspects have been sold via an alternative route to market until such time as the Customer proves to Molson Coors' reasonable satisfaction that the relevant volumes were sold via the route to market set out in Condition 11.7.
 - 11.10.3 withhold any retrospective discounts or other payments which are attributable to purchases made during a period of non-compliance with the pricing conditionality set out in Condition 11.7;
 - 11.10.4 apply any moneys received against the relevant volumes, as adjusted for the incorrect route to market by which those products were (or Molson Coors suspects were) sold, and invoice for the outstanding amounts; and/or
 - 11.10.5 require immediate repayment of discounts paid over on the basis that they were conditional upon sale through the route to market set out in Condition 11.7.

12. PAYMENT

- 12.1 The Customer shall make all payments due to Molson Coors by weekly direct debit into Molson Coors' nominated bank account, with payment due on the corresponding day of the second week following delivery unless otherwise agreed in writing. Time of payment is of the essence.
- 12.2 If the Customer fails to pay any amount due to Molson Coors under any Contract on the due date, interest shall be added at the rate of 4% over the base rate for the time being of Lloyds TSB Bank Plc. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the outstanding amount and any applicable interest, both before and after judgement.
- 12.3 Molson Coors may alter or withdraw at any time any credit allowed to the Customer and will notify the Customer of any revised payment terms, where reasonably practicable providing the Customer with 20 Working Days' notice of such change.

12.4 Molson Coors may at any time without limiting any other rights or remedies it may have set off any amount owing to it from the Customer against any amount payable by Molson Coors.

12.5 All amounts payable to Molson Coors under the Contract shall become due immediately upon termination of the Contract, notwithstanding any other provision.

12.6 Where Molson Coors agrees that the Customer may pay by credit or debit card, Molson Coors shall be entitled to pass to the Customer any such fees charged by the relevant bank for processing such payments.

13. WARRANTY AND LIABILITY

13.1 Molson Coors warrants that on delivery the Products will be substantially free from defects in materials and workmanship.

13.2 Molson Coors shall have no liability for breach of the warranty at Condition 13.1 unless:

13.2.1 it is notified to Molson Coors within 24 hours of delivery or, if the defect would not be apparent on reasonable inspection on delivery, within 5 days of delivery; and

13.2.2 Molson Coors has been given a suitable opportunity to inspect the allegedly defective Products.

13.3 The Customer shall give Molson Coors a reasonable opportunity to remedy any defects for which Molson Coors is potentially liable before incurring any losses, damages, liabilities, charges, costs, claims or expenses and the Customer shall promptly provide written evidence of (i) any claims for which it is alleged Molson Coors is liable and (ii) the steps taken by the Customer to mitigate any alleged loss. In the absence of full compliance with this Condition 13.3 Molson Coors shall have no liability to the Customer for any breach of the warranty given in Condition 13.1.

13.4 Nothing in these Conditions shall limit or exclude either Party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, for breach of the terms implied by section 12 of the Sale of Goods Act 1979, arising in respect of a defective Product by virtue of the Consumer Protection Act 1987, or for any other matter for which it would be unlawful for it to limit or exclude its liability. Any explicit or implicit statement in these Conditions which may be construed as an attempt to exclude or limit liability shall in all cases be without prejudice to this Condition 13.4.

13.5 Subject to Condition 13.4, Molson Coors accepts no liability arising from or in connection with any Contract, whether for negligence, breach of contract, breach of statutory duty, misrepresentation or otherwise for:

13.5.1 loss or damage incurred by the Customer as a result of third party claims;

13.5.2 loss of actual or anticipated profits;

13.5.3 loss of business opportunity;

13.5.4 loss of anticipated savings;

13.5.5 loss of goodwill; or

13.5.6 any indirect, special or consequential loss howsoever caused.

13.6 Subject to Condition 13.4, the total aggregate liability of Molson Coors arising from or in connection with any Contract, whether for negligence, breach of contract, breach of statutory duty, misrepresentation or otherwise, shall be limited to the greater of (i) £1000; or (ii) 125% of the Price (exclusive of VAT, duty and less the benefit of any discount) paid or payable by the Customer pursuant to the Contract.

14. TERMINATION

14.1 On or at any time after the occurrence of any one of the Termination Events, Molson Coors may at its sole discretion on notice to the Customer immediately:

14.1.1 stop any Products in transit;

14.1.2 suspend further deliveries to the Customer;

14.1.3 exercise its rights under Condition 9.5; and/or

14.1.4 terminate any Contract in whole or in part.

14.2 The Termination Events are:

14.2.1 the Customer committing a material breach of the Contract, which if capable of remedy, remains unremedied for a period of 15 days;

14.2.2 the Customer failing to pay any sums when due;

14.2.3 the Customer suffering any of the following events or Molson Coors reasonably believing that one of the following events is about to occur (or any event analogous to any of the following in a jurisdiction other than England and Wales):

14.2.3.1 any person (including the Customer) presents an application for the winding-up, administration (whether out of court or otherwise), receivership (whether administrative or otherwise) reorganisation (using a voluntary arrangement, scheme or otherwise) or dissolution of the Customer;

- 14.2.3.2 the Customer 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 it being otherwise dissolved;
- 14.2.3.3 the appointment of (or the giving notice of its intention to appoint) a liquidator (both provisional and following a winding up) an administrator of or, the making of an administration order in relation to the Customer or the appointment of (or the giving notice of its intention to appoint) a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the Customer's undertaking, assets, rights or revenue;
- 14.2.3.4 the Customer entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or makes an application to a court of competent jurisdiction for protection from its creditors;
- 14.2.3.5 the Customer 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;
- 14.2.3.6 any expropriation, attachment, sequestration, distress, execution, enforcement of security or other legal process is levied, enforced or sued out on or against, or affects, any of the Customer's assets and is not discharged or stayed within twenty one (21) days;
- 14.2.3.7 the Customer suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business; or
- 14.2.4 the Customer undergoes a change in its Control (where "Control" has the meaning given in section 1124 of the Corporation Tax Act 2010); or
- 14.2.5 in the event of a breach by the Customer of Condition 22.
- 14.3 Termination of the Contract however arising is without prejudice to the rights, duties and liabilities of either Party accrued prior to termination.
- 14.4 Conditions 6, 7, 8, 9, 11, 12, 13, 14.3, 15, 16, 18 and 21 and such other Conditions which expressly or impliedly have effect after termination, will continue to be enforceable notwithstanding termination.
- 15. CONFIDENTIALITY**
- The Customer shall and shall procure that its employees shall with effect from the date of the Contract and afterwards as an on-going obligation treat as confidential all Confidential Information and shall not disclose it to any third party without Molson Coors' prior written consent or use it for any purpose whatsoever other than as strictly necessary for the proper performance of its obligations under the Contract. The obligations set out in this Condition 15 shall not apply to information which is or becomes available to the Customer otherwise than from any member of the Molson Coors Group and free of any restrictions as to its use or disclosure or is required to be disclosed by law or a court of competent jurisdiction.
- 16. DATA USE AND DISCLOSURE**
- Molson Coors shall be entitled to use the information provided by the Customer for the purpose of administering the Customer account, for carrying out Molson Coors' obligations and exercising its rights under any Contract.
- 17. NON-RETURNABLE PACKAGING**
- The Customer will dispose of all non-returnable packaging at its own cost, responsibly and in accordance with all applicable laws and regulations including relating to the protection of the environment.
- 18. INTELLECTUAL PROPERTY RIGHTS**
- No right or licence is granted to the Customer in respect of the Intellectual Property Rights of Molson Coors, except the right to use or re-sell the Products in the Customer's ordinary course of business unless otherwise agreed in writing.
- 19. HEALTH AND SAFETY**
- 19.1 The Customer will take any steps specified by Molson Coors from time to time in addition to such other steps as are necessary to ensure that the Products will be safe and without risks to health at all times when they are being collected, delivered, stored, used, consumed, checked, cleaned or maintained by any person at work, or when they are being dismantled or disposed of.
- 19.2 The Customer shall, and shall procure that its employees, contractors and agents shall, at all times comply with all laws, codes of practice, and industry best practice relating to the handling, storage, sale and marketing of the Products. In particular, the Customer shall ensure that the Products are not the subject of any promotions or activity otherwise than in accordance with guidance published by the Advertising Standards Authority, Portman Group and the British Beer and Pub Association, or similar organisations, relating to responsible drinking and promotions.
- 20. FORCE MAJEURE**
- 20.1 In this Condition 20, "Force Majeure Event" means any circumstance beyond the control of Molson Coors. Such definition shall include, without limitation, acts of God, fire, explosion, adverse weather conditions, terrorism, civil commotion, war, hostilities, strikes, work stoppages, slow-downs or other industrial disputes, accidents, compliance with any law or governmental order, rule, regulation or direction or industry codes of practice, accident, malicious damage, breakdown of machinery, lack of power and default or delays by suppliers or sub-contractors or delays in transportation or materials shortages, howsoever any of the foregoing may arise.
- 20.2 If a Force Majeure Event occurs, Molson Coors will not be deemed to be in breach of any Contract due to such Force Majeure Event and may without liability for any loss suffered by the Customer:
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- 20.2.1 suspend deliveries while the Force Majeure Event continues;
- 20.2.2 apportion available stocks of Products between its customers if Molson Coors has insufficient stocks to meet orders; and/or
- 20.2.3 terminate any Contract immediately on written notice to the Customer.
- 20.3 If the Force Majeure Event in question continues for more than 8 weeks, either Party may give written notice to the other to terminate the Contract.
- 21. ASSIGNMENT**
- The Customer may not assign, transfer, delegate, licence, hold on trust, charge, sub-contract or deal in any way with all or any of its rights or obligations under a Contract without the prior written consent of Molson Coors.
- 22. COMPLIANCE**
- 22.1 Both Parties shall:
- 22.1.1 comply with all applicable laws statutes, regulations, and codes, and in particular but not limited to those relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010, US Foreign Corrupt Practices Act and any other similar laws in the relevant territory;
- 22.1.2 obtain and maintain all necessary licenses and permits required to buy, sell and distribute the Product (as applicable) and operate its business, and comply with all laws and regulations, any required tax identification and any labelling requirements.
- 22.2 Without prejudice to the general obligations set out at Condition 22.1, the Customer further covenants and agrees:
- 22.2.1 to comply with the applicable requirements (including any requirement to hold a AWRs registration number if it is required to do so) of the Alcohol Wholesaler Registration Scheme (as introduced by the Finance Act 2015), and shall provide Molson Coors with all reasonable assistance that Molson Coors requires enabling it to comply with its own obligations under the Alcohol Wholesale Registration Scheme;
- 22.2.2 that it, and its employees, officers, agents, sub-contractors and any other person who performs services within the Customer's supply chain, comply with all applicable laws, statutes, regulations and codes relating to anti-slavery and human trafficking including (but not limited to) those set out within the Modern Slavery Act 2015;
- 22.2.3 that the Customer will not engage in any transactions with: (i) any person, company, or any other entity that appears on the list of Specially Designated Nationals and Blocked Persons, Appendix A to the Foreign Assets Control Regulations of the United States Treasury Department, 31 C.F.R., Subtitle B, Chapter V, as amended (the "OFAC Regulations") and any other relevant export control laws; (ii) any country, including any political subdivision, agency, or instrumentality thereof, against which the United States maintains economic sanctions or embargoes under the OFAC Regulations or Executive Order, as amended from time to time; (iii) nationals of countries against which the United States maintains economic sanctions or embargoes, when required under the OFAC Regulations or Executive Order; (iv) a person acting or purporting to act, directly or indirectly, on behalf of, or an entity owned or controlled by, any government, individual, or group against which the United States maintains economic sanctions or embargoes under the OFAC Regulations or Executive Order; (v) a person who is described in section 1 of Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001; (vi) a person on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules or regulations of OFAC or pursuant to any other Executive Order; or (vii) a person in violation of any other law or order of similar import, as each such law has been or may be amended, adjusted, or modified, or reviewed from time to time.
- 22.3 The Parties acknowledge and agree that any breach of this Condition 22 shall be deemed a material breach which is incapable of remedy for the purpose of Condition 14.2.1 of these Conditions.
- 23. MISCELLANEOUS PROVISIONS**
- 23.1 Any notice given by one Party to the other must be in writing and may be delivered: (i) personally; or (ii) by pre-paid first class post. Notices shall be delivered or sent to the last known addresses of the Parties or to any other address notified in writing by one Party to the other for the purpose of receiving notices in connection with a Contract. Each Party may specify by notice to the other a particular individual or office holder to whom any notices served on it are to be addressed, in which case a notice shall not be validly given unless so addressed. Notices will be deemed duly served: (i) if delivered personally then the next Working Day after delivery; and (ii) if sent by pre-paid first class post, two Working Days after posting.
- 23.2 No remedy available to Molson Coors specified herein shall be deemed to be Molson Coors' exclusive remedy, and accordingly, in addition to all of the rights and remedies provided for in these Conditions, Molson Coors shall have all other rights and remedies provided to it by applicable law, rule or regulation.
- 23.3 If any of these Conditions is or becomes illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other Conditions which shall remain in full force and effect.
- 23.4 Save that any member of the Molson Coors Group shall have the right to enforce any Contract, a person who is not party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract.
- 23.5 No failure or delay on the part of either Party to exercise any right or remedy under a Contract shall be construed or operate as a waiver thereof nor preclude or restrict the further exercise of that or any other right or remedy, nor shall any single or partial exercise of any right or remedy preclude or restrict the further exercise of that or any other right or remedy.
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- 23.6 Molson Coors may from time to time amend these Conditions on providing no less than 10 Working Days' written notice to the Customer and the amended Conditions shall apply to any and all Contracts entered into following that date.
- 23.7 These Conditions and any matter arising from or in connection with them and/or any Contract including any non-contractual obligations shall be governed by and construed in accordance with English law.
- 23.8 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with these Conditions and/or any Contract
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