STANDARD TERMS AND CONDITIONS
Asahi CE & Europe Services s.r.o.
(Asahi Brands Austria GmbH)

1. Application and Definitions

1.1. These terms and conditions ("**Standard Terms and Conditions**") should govern all Agreements for the purchase of Goods and/or performance of Services concluded between ACEES as a service organization/ACEES as a Customer/any other Asahi Group member as a Customer on one side and the Supplier on the other side, setting forth terms and conditions, and applying to the exclusion of all other terms and conditions provided or referred to by the Supplier.

1.2. In case of Acceptance of a Purchase Order or any other offer or invitation to enter into an Agreement by the Supplier with any modification shall not result in the conclusion of an Agreement even if the modification does not significantly affect the original terms and conditions. By entering into a Framework, the Supplier agrees that any Customer may place Purchase Orders, other orders of Performance or similar offers or invitations to enter into Agreements from time to time, which shall be deemed to incorporate the terms of the Framework (including, for the avoidance of doubt, these Standard Terms and Conditions) and, after an explicit or implied acceptance by the Supplier, without any changes or amendments, shall create a binding Agreement (incorporating the terms of the Framework).

1.3. The following definitions shall also apply:

"**Acceptance Protocol**" means a written confirmation of delivery of the Performance provided by the Customer;

"**ACEES**" means Asahi CE & Europe Services s.r.o. a Czech company which has its registered seat at Ovocný trh 1096/8, Staré Město, 110 00 Praha 1, Czech Republic, company number 056 29 152, entered in the commercial register maintained by the Municipal Court in Prague under the file no. C 267700. For the purpose of regional Frameworks, ACEES provides support services, including but not limited to procurement services, to certain members of the Asahi Group, which appointed ACEES to negotiate terms upon which they are entitled to purchase Goods and Services from the suppliers;

"**Agreement**" means a term referring jointly to Framework (if concluded), an Individual Agreement and Purchase Order with Supplier's written or implied acceptance;

"**Asahi Group**" means Asahi Group Holdings Ltd. (a company incorporated in Japan, company number 0106-01-036386) and any company, organizational unit (such as a branch) or other entity wherever in the world, which is its direct or indirect subsidiary and subsidiary undertaking, including among the others also Customer and ACEES.

"**Asahi Policies**" means Asahi's Supplier Code of Conduct, Asahi Anti-Bribery Policy for the Suppliers, Contractors Code of Practice and any other policy or internal rule or regulation of the Customer communicated by the Customer to the Supplier to be applicable in connection with an Agreement;

"**Customer**" means any member of the Asahi Group placing with the Supplier a Purchase Order or any other order of Performance and/or being a party to the respective Agreement, including ACEES;

"**Framework**" means a framework contract for purchase of Goods and/or Services, a framework contract for work, a framework contract for procurement of a thing or any other framework contract, agreement or arrangement entered into between ACEES and/or Customer(s) on one side and the Supplier on the other side and setting forth terms and conditions for Agreements, in any case including all its schedules and appendices;

"**Goods**" means any goods, materials or other products which the Supplier is obliged to supply to the Customer as part of any Performance;

"**Individual Agreement**" means an individual contract, a contract for work, a contract on procurement of a thing or any other contract, agreement or arrangement related to purchase of goods and/or performance of Services entered into between the Customer and the Supplier, including also contracts entered into between the Customer and the Supplier, based on a previously concluded Framework between ACEES and the Supplier and also contracts entered into by the Supplier's written or implied acceptance, without any changes or amendments, of Customer's offer or Purchase Order (e.g. by commencement of delivery of the Performance), which could be, as the case may be, also incorporating terms of a Framework, which usually sets forth specifics of the Customer's needs, in any case including all its schedules and appendices;

"**Intellectual Property**" means all intellectual property rights, including any patent, copyright, trade mark, service mark or trade name, utility model, 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;

"**Performance**" means any activity of the Supplier as agreed upon between the Customer and the Supplier in the Agreement, including delivery of Goods and/or provision of Services;

"**Purchase Order**" means the document issued by the Customer and used to order the Performance from the Supplier;

"**Services**" refers to any activity, duty, or work performed by the Supplier as specified in the Agreement, this includes, but is not limited to, the tasks, deliverables, and responsibilities outlined in the Agreement;

"**Supplier**" means an individual, a legal entity or an organization unit (with a legal capacity), each acting in the capacity of an entrepreneur that is a party to the Agreement and is obliged to deliver the Performance to the Customer under the terms of the Agreement;

"**Supplier Group**" means the Supplier and all of its direct or indirect subsidiaries and subsidiary undertakings and its holding company and all of that holding company's direct or indirect subsidiaries and subsidiary undertakings;

"**Supplier's Subcontractor**" means an individual, a legal entity or an organization unit (with a legal capacity) appointed by the Supplier as Supplier's subcontractor, distributor or agent to participate in the provision of the Performance;

"**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.

2. Specifications, Quality and Audits, Sustainability

2.1. The Supplier shall have and/or obtain all necessary permits, licences, registrations, approvals, shipping-, import-, export- and other certificates, packaging lists, exemptions, inspections, decisions and any other documents and authorizations required by applicable laws or by the Customer to fulfil Supplier's obligations arising out of the Agreement, especially relating to proper handling and use of supplied Goods and proper provision of Services. The Performance shall be prepared, provided and delivered with proper, due, and high professional skill, care and diligence and fully in accordance with the Agreement and all applicable laws, regulations, standards, and best industry practices, using appropriate high-quality raw materials and, packaging, storing and/or transporting as required by the Customer and in accordance with the requirements of the Agreement and applicable laws.

2.2. Unless a longer period and/or more stringent warranty obligations of the Supplier are applicable under relevant laws or agreed between the Supplier and the Customer, the Supplier shall ensure that the Performance delivered to the Customer shall upon delivery and for a 24-month period after the delivery ("**Warranty Period**"):

(a) fully comply with the terms and specifications included in the Agreement and applicable laws, regulations and standards concerning, among others, quality, health and safety, environment and advertising which apply from time to time to the sourcing, supply or use of the Performance; and

(b) be free from any defects, suitable, safe and fit for its intended purpose and use, including being possibly used in association with the production of beer and other products for human consumption.

In case of non-compliance with this clause, the Customer is

entitled to Customer's remedies under clause 4.1.

2.3. The Supplier shall conduct at its own cost appropriate checks and undertake appropriate quality control and quality assessment procedures to ensure that it fully complies with the Agreement. The Supplier shall keep or cause to be kept full and accurate records (the "**Records**") of the Performance provided in connection with the Agreement. The Supplier grants, and shall ensure that each Supplier's Subcontractor grants, to the Customer and any member of Asahi Group, their auditors, legal advisors and other authorised agents the right of access on reasonable notice or, in case of suspected fraudulent activity, immediately, to the Records and to any Supplier's or Supplier's Subcontractor's premises, documents and materials relating to the performance of the Agreement and shall provide at its own cost all reasonable assistance at all times during the term of the Agreement or at any time thereafter for the purposes of carrying out an audit of the Supplier's or Supplier's Subcontractors' compliance with the Agreement.

2.4. Should the Supplier enter the Customer's premises or have access to the Customer's information technology infrastructure in connection with the Performance of the Agreement, it shall ensure that all Supplier's employees, Supplier's Subcontractors and other persons participating in the Performance of the Agreement on behalf of the Supplier observe all terms and conditions agreed in the Agreement, all generally applicable laws and regulations as well as all internal applicable rules and regulations of the Customer, including, but not limited to, those regarding foodstuff safety, environment, energy efficiency, health and safety, fire prevention and information security.

2.5. The Supplier shall share annually sustainability data as requested by the Customer per each of Supplier's production plant or site. The requested data must be shared by the Supplier before June each year for the previous year.

2.6. The Supplier will make an effort to continue reducing GHG (Greenhouse Gas) emissions to support the Customer's sustainability ambitions with a focus on efficiency in operations and product development, such as lowering its own consumption of energy, using renewable electricity, using alternative fuels with lower negative impact on the environment, cooperation with own suppliers on sustainable efforts and further efforts which shall be subject to regular review with the Customer.

2.7. The Supplier shall actively cooperate with the Customer on the management of human rights impacts in its operations or within its supply chain.

3. Delivery and Acceptance

3.1. The Supplier shall deliver the Performance at its own cost and risk to the place and within the date as agreed in the Agreement. Unless agreed otherwise, the Goods shall be delivered on DDP basis (Delivery Duty Paid, Incoterms 2020) for deliveries outside European Union and the United Kingdom or DAP basis (Delivery At Place, Incoterms 2020) for deliveries within European Union and the United Kingdom.

3.2. The Supplier shall notify the Customer forthwith in writing of any possible failure to meet the deadline for delivery (including for reasons beyond the Supplier's control, such as a Force Majeure Event), without prejudice to any consequences of this failure pursuant to the Agreement. The Supplier will use best endeavours to minimize the delay and, to the extent allowed by the applicable law, give priority to the requirements of the Customer in preference to those of the Supplier's other clients.

3.3. To the fullest extent allowed by the applicable law, the Customer shall be entitled to postpone the delivery. In case of the purchase of Goods, the Supplier shall then properly package the Goods and store, preserve, secure and insure the relevant Goods separately, all at its own cost.

3.4. The Performance shall be considered delivered upon the Customer's signing and delivery to the Supplier of the Acceptance Protocol. The Customer shall have the right to sufficiently inspect the Performance before it signs the Acceptance Protocol. The performance or the non-performance of the inspection and/or the signing or non-signing of the Acceptance Protocol by the Customer shall not release the Supplier from any obligation or liability (in particular, in respect of its warranty obligations).

3.5. The Customer shall be entitled to reject to take over the Performance or its part and/or to sign the Acceptance Protocol if it considers, at its sole discretion, that the Performance or part thereof is not, in any respect, in accordance with the terms of the Agreement. If the Customer rejects the Performance or its part, it shall not be obliged to pay the Price for the rejected Performance and it shall be entitled to all of the Customer's rights under clause 4 hereof.

3.6. Ownership to the Goods shall pass to the Customer free of any lien or encumbrance at the earliest of (i) actual delivery thereof, or (ii) payment of the Price therefor. Risk of loss, damage or destruction of the Goods shall be borne by the Supplier until delivery of the Goods is completed in accordance with agreed Incoterms 2020. Risk of loss, damage or destruction of any Goods to be returned to the Supplier for whatever reason such as for replacement or repairs shall pass back to the Supplier (provided that it has passed to the Customer) upon those Goods having been made by the Customer available for pick-up by the Supplier, provided that the Customer notified the Supplier about this fact reasonably in advance.

3.7. The costs of the proper disposal of waste/recycling of recyclable materials in respect to deliveries are included in the Price. The Supplier is responsible for obtaining the necessary disposal certificates and their storage/documentation and shall make them available to the Customer free of charge on request.

4. Customer's Remedies

4.1. If the Customer considers that the Performance or part thereof is not, in any respect, fully in accordance with the terms of the Agreement, the Customer shall be entitled, at its sole discretion and regardless of whether such a non-compliance with the Agreement of the Performance or part thereof (i.e. the defect thereof) represents material or immaterial breach of Supplier's obligations under the Agreement, to any or any combination or all of the following:

(a) free-of-charge removal of the defects in any defective Performance or part thereof no later than within 5 calendar days from the day on which the Customer has notified the Supplier about the defects or within another period as may be agreed with the Customer;

(b) delivery, without undue delay, by the Supplier of new defect-free (i.e. fully compliant with the Agreement) Performance or part thereof according to alternative timescales and/or locations if so specified by the Customer;

(c) appropriate reduction of the original Price for defective Performance or part thereof ;

(d) obtain the Performance or part thereof elsewhere (from a third party), provided that any related costs (including any price increase) shall be borne by the Supplier and the Supplier shall reimburse the Customer for any such costs and expenses;

(e) terminate the Agreement as set out in clause 10.2 below.

4.2. In the case of clauses 4.1 (a) and (b) above, a new Warranty Period of 24 months for the new or repaired Performance or part thereof shall commence on the date of the later of its delivery or repair (whilst the new 24-month Warranty Period shall apply to the entire thus affected Performance even if only a part thereof required replacement or repair).

4.3. The provisions of this clause are without prejudice to any other right of the Customer under the Agreement and applicable laws.

5. Price, Payment and Invoicing

5.1. The price for the Performance ("**Price**") shall be determined in the Agreement between the parties. The Price is fixed and may be changed only upon the mutual written agreement of both parties. Unilateral increase of Price by Supplier even on grounds of a mandatory legal provision gives rise to termination rights under clause 10.2(h).

5.2. Unless expressly agreed otherwise in writing, the Price shall include all travel expenses, costs of accommodation, costs of transport, time spent travelling, costs of packaging, costs of certificates and import duties as well as any other costs, expenses, duties or levies incurred by the Supplier (and Supplier's Subcontractors) in connection with the Performance.

5.3. The Price does not include the VAT that shall be charged in the amount set out under the legal regulations effective as of the day of the date of taxable supply.

5.4. The Supplier shall be entitled to issue the invoice for the Performance only upon delivery of the Performance and the Customer signing the Acceptance Protocol. Each invoice shall meet all requirements for accounting and tax documents set out by applicable legal regulations and shall always indicate the number of the Customer's respective Purchase Order and the number of the Acceptance Protocol (if such number exists). Each invoice addressed to ACEES shall be delivered electronically, preferably in the form of a non-editable, readable pdf to the following e-mail address: invoice@eu.asahibeer.com. Invoices addressed to Customers different from ACEES shall be sent to the e-mail address provided by the Customer. If sent via email then each email can include more pdf attachments while each pdf attachment can only include not more than one invoice (with supporting evidence).

5.5. Each invoice shall be paid within the term agreed between the parties and indicated in the Purchase Order. The term shall be calculated from the date when a correct and undisputed invoice issued and delivered in accordance with clause 5.4 is received by the Customer. Should the invoice fail to meet the requirements stipulated in the Agreement, the Customer shall be entitled to return it to the Supplier, the maturity period of the returned invoice shall be discontinued and a new maturity period shall commence to run no earlier than upon delivery of the invoice fully satisfying the agreed requirements. In the event of defective Performance, the Customer has the right to withhold the payment, even if it is claimed on other legal grounds, until the due Performance is rendered in full. If the Customer delays payment for any correctly issued and delivered invoice, the Supplier will promptly notify the Customer of the delay.

5.6. The Price shall be paid in the currency agreed in the Agreement by transfer to the Supplier's bank account specified in the Agreement or indicated by the Supplier in writing. The Price shall be considered paid upon disbursement from the Customer's account.

5.7. The payment of the Price or its part shall not be considered as confirmation of the Customer that the Performance has been duly performed and delivered and shall not release the Supplier from any obligation or liability (in particular, in respect of its warranty obligations).

5.8. The following provisions shall apply should any payment in respect of any invoice for the provision of the Performance be subject by applicable laws to any withholding tax:

(a) the Customer shall make payment to the Supplier of the amount owed less a deduction for such withholding tax and shall 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 shall constitute full settlement of the sums owing pursuant to the relevant invoice;

(c) on written request from the Supplier to the Customer, and at the Supplier's expense, the Customer shall provide any necessary evidence available at the Customer that may be reasonably required of the payment of the relevant withholding tax; and

(d) the Supplier shall provide to the Customer the Supplier's original (in soft and hard copy) certificate of tax residency with the first invoice in each calendar year as well as any other document required by applicable tax laws for the application of reduced withholding tax rate or withholding tax exemption, if any. The Supplier acknowledges and agrees that the Customer (i) may be required to apply full withholding tax rate according to applicable laws until it receives documents allowing it to apply reduced withholding tax rate or withholding tax exemption, (ii) has full discretion to decide whether received documents are sufficient for application of reduced withholding tax rate or withholding tax exemption. Documents required to apply a reduced withholding tax rate or withholding tax exemption may include documents confirming that the Supplier is the beneficial owner of the respective income and fulfilment of other conditions within the meaning of the applicable tax laws.

5.9. For the avoidance of doubt, each Customer shall be liable to pay only the Prices for the Performance purchased and delivered under the respective Agreement entered into by that Customer. No Customer (nor ACEES) shall be liable to make payment for, or guarantee, any payments of any other Customer or any other Asahi Group member (unless otherwise expressly agreed in writing).

5.10. If the Customer's local legislation provides for special rules for the payment of the Goods and/or Services in connection with the local VAT registration of the parties, the Supplier accepts to receive payments in accordance with the local legislation.

5.11. If the Customer's local legislation provides for special rules in case of inclusion of the Supplier on specific lists or in case of qualification of the Supplier as an "***unreliable VAT payer***" or similar labels, the Supplier:

(a) is obliged to inform the Customer immediately of its qualification or inclusion on such lists; and

(b) accepts that the VAT will be paid in accordance with the local legislation, if necessary also directly to the relevant tax authority.

5.12. If the Customer's local legislation provides for special rules relating to the nature of the Goods and/or Services or the amount thereof, such as "***split payment***" or similar mechanisms, the Supplier shall:

(a) be obliged to make the relevant special reference on the invoice in accordance with the local legislation; and

(b) accept that the VAT will be paid in accordance with the local legislation.

6. INSURANCE

6.1. For the whole term of the Agreement, and, unless agreed otherwise in writing, also during the whole remaining Warranty Period(s), the Supplier shall maintain at its own cost (i) all mandatory insurance required by applicable laws, and (ii) appropriate insurance coverage against various types of business risks such as third-party liability at the minimum level as set forth in the Agreement or otherwise required by ACEES or the Customer.

6.2. Prior to the commencement of fulfilling its obligations under the Agreement, the Supplier shall provide ACEES and/or the respective Customer with any document acceptable by ACEES and/or the respective Customer to demonstrate that the required insurance coverage against business risks is in place, together with confirmation that the relevant premiums have been paid. The Supplier shall immediately provide ACEES and/or the respective Customer with any amendment, renewal or change of any such provided document.

6.3. If the Supplier fails to effect and maintain the required insurance, both ACEES and (if applicable) the respective Customer shall be entitled to make alternative arrangements to ensure the respective insurance coverage and to recover any related costs from the Supplier.

7. LIABILITY AND SANCTIONS

7.1. The Supplier shall be liable for any damage, expenses, liabilities, losses and claims suffered or incurred by the Customer and/or any other member of the Asahi Group (including, for the avoidance of doubt, ACEES) and arising out of or in connection with any Performance or non-Performance by the Supplier of the Agreement.

7.2. To the maximum extent permitted by law, the parties to the Agreement agree to exclude liability of any and all members of the Asahi Group (including, for the avoidance of doubt, the Customer and ACEES) in respect of any damage, expenses, liabilities, losses and claims of any kind suffered by the Supplier or any third party as a result of ACEES / the respective Customer's breach of the Agreement and/or otherwise in connection with any Agreement. For the avoidance of doubt, such exclusion of liability does not relate to exclusion of liability for damage, expenses, liabilities, losses and claims of any kind caused intentionally or due to gross negligence.

7.3. If the Customer is late with the payment of the correct and undisputed invoice issued and delivered in accordance with clause 5.4, the Supplier shall be entitled to the late payment interest of 0.025% of the due amount for each day of delay.

7.4. If the Supplier is late with (i) the delivery of the defect-free Performance, (ii) removal of the defects, or (iii) the delivery of new defect-free Performance as is envisaged in clause 4.1 above, in

each of the cases the Supplier shall be obliged to pay to the Customer on demand contractual penalty in the amount of 0.5% of the Price (including VAT) of the relevant Performance for each day of delay. The Customer shall further be entitled to recover in full damages incurred as a result of the breach of the Supplier's obligation to which the contractual penalty applies.

7.5. The Supplier shall indemnify in full and hold harmless on an after-taxation basis the Customer and/or any other member of the Asahi Group (including, for the avoidance of doubt, ACEES) and their respective officers and employees (each an "**Indemnified Person**") from and against any and all claims from time to time in any jurisdiction against or otherwise involving an Indemnified Person and from all expenses which an Indemnified Person may suffer or incur from time to time (including all expenses incurred in disputing any claim, in establishing a right to be indemnified pursuant to this clause, in seeking advice regarding any claim or in any way related to or in connection with the indemnity in this clause), in any such case arising out of, based upon or in connection with, whether directly or indirectly:

(a) any breach of any Agreement by the Supplier, including any failure to perform or delay in performance of the Performance as well as the confidentiality and data protection obligations of the Supplier under clauses 9 and 12 respectively;

(b) any warranty given by the Supplier under the Framework or any Agreement being incorrect or misleading in any way; or

(c) any claim of infringement or alleged infringement of any Intellectual Property in relation to the Performance and the use or possession by the Customer or any other member of Asahi Group of the Performance. The parties agree that such indemnity given shall not apply to pre-existing Asahi Group Intellectual Property supplied by the Customer to the Supplier to enable the Performance, provided that such Intellectual Property use is strictly in accordance with the terms of the Agreement.

8. Intellectual Property

8.1. Except with respect to Supplier IP and Third Party IP (as defined below):

(a) the Supplier hereby grants to the Customer and all members of Asahi Group a worldwide, perpetual (insofar as the law of a particular jurisdiction permits the grant of a perpetual licence or, to the extent that it does not, a licence for as long a term of years as such jurisdiction does permit that is renewable at the licensee's option without charge and as often as the licensee so desires), exclusive licence (with the right to sub-license) to use (in whole or in part) in such manner and for such purpose as the Customer or the members of the Asahi Group, in their sole discretion, may determine with respect to all Intellectual Property in or arising from the Performance, solely for the purpose of utilizing the Performance as intended under this Agreement, (whether the Performance was performed before, on or after the date of this Agreement), together with all rights of action and remedies (including, without limitation, the right to sue for damages) in relation to infringements thereof accrued prior to the date of this Agreement.

(b) This Intellectual Property licensed under this clause shall be deemed the Customer's Confidential Information.

8.2. At the request of the Customer (whether during the term of this Agreement or thereafter), the Supplier shall take all such actions and execute all such documents as may in the Customer's reasonable opinion be necessary to give full effect to clause 8.1 and to vest title in the Customer, and to enable the Customer to obtain, defend or enforce its rights in any rights arising from the Performance, and shall not do or fail to do any act which would or might prejudice the Customer's rights under this clause.

8.3. The Supplier waives irrevocably all moral rights (including, without limitation, all rights of a similar nature or effect anywhere in the world) in or arising from the Performance and will procure that such rights are waived by any third party (including any moral rights of any employee), so that the Customer may use the Performance in whatsoever way the Customer determines.

8.4. Notwithstanding the foregoing, the Supplier or its licensors (as applicable) shall retain all rights, titles and interests in and to:

(a) any and all generic business information, software, processes or procedures used, created or developed by the Supplier in the general conduct of its business, including, without limitation, databases of information and specialised database applications, software applications, computer programming and/or coding developed by or for the Supplier which are used by the Supplier in the Performance and which are not developed specifically for the Customer ("**Supplier IP**");

(b) any and all materials which are owned, or which if not yet in existence, will be owned by a third party at the time it is desired to make use of them for the purposes of the Services ("**Third Party IP**") which the Supplier agrees must be dealt with in accordance with clause 8.6.

8.5. If the Supplier proposes to use any Supplier IP in the course of or as part of any Performance:

(a) the Supplier must obtain the Customer's prior written approval before using such IP and shall not use any Supplier IP in or as part of the Performance without securing such approval;

(b) where any Supplier IP is included in or required for the use of the Performance, the Supplier hereby grants a worldwide, perpetual, (insofar as the law of a particular jurisdiction permits the grant of a perpetual licence or, to the extent that it does not, a licence for as long a term of years as such jurisdiction does permit that is renewable at the licensee's option without charge and as often as the licensee so desires) non-exclusive, non-transferable licence (with the right to sub-license) to the Customer and the other members of the Asahi Group, as the case may be, to use for the benefit of the Customer and/or any other member of the Asahi Group, Supplier IP as integrated into or required for the use of the relevant Performance.

8.6. If the Supplier proposes to use any Third Party IP in the course of or as part of any Performance:

(a) the Supplier shall take instructions from the Customer regarding the basis upon which the Customer is prepared to pay for the Third Party IP and the required scope of use, including whether the Customer requires a full assignment of the Intellectual Property in the Third Party IP. The Supplier shall, unless otherwise instructed, use its best endeavours to secure an assignment of the Intellectual Property in the Third Party IP to the Customer (or to the Supplier, for onward assignment to the Customer pursuant to clause 8.5). However, if this is not possible on terms acceptable to the Customer, the Supplier shall negotiate the grant of the required usage rights at pre-agreed cost to the Supplier. The Supplier shall not commission any Performance reliant on Third Party IP or further progress the affected Agreement or element of it without securing such rights to the satisfaction of the Customer, to be confirmed in writing.

8.7. The parties acknowledge and agree that the granting of all licenses under this Agreement is ancillary to the primary purpose of the Agreement, which is the provision of the Performance, and does not constitute a separate transaction or standalone licensing arrangement. No additional or separate remuneration is due or payable in consideration for such license rights, with the sole exception of any payment due in relation to Third Party IP, where relevant, in accordance with clause 8.6. If such licence rights are included in the Performance remuneration, part of remuneration related to such licence rights will be quantified separately in the invoice and the Supplier undertakes to provide any information required by the Customer with regard to the IP characteristics.

8.8. If the Supplier fails to act in accordance with clauses 8.5 and 8.6, it shall be deemed to have granted licences for the use of Supplier IP and Third Party IP in accordance with clause 8.5(b), without affecting any other rights the Customer may have for breach of clauses 8.5 and 8.6.

8.9. The Supplier shall keep adequate records of all permissions, releases and other consents and all assignments and licences concerning Supplier IP and Third Party IP to establish the rights of the Asahi Group.

8.10. The Customer will have the sole right to assume the defence of any third-party action against the Supplier which arises out of this Agreement and challenges the Customer's ownership of, title to or other interests in Intellectual Property arising in or from the Performance or pre-existing Asahi Group Intellectual Property.

8.11. The Customer will have the sole right to determine whether to

institute litigation or prosecute any claims or suits for infringement of the Customer's or Asahi Group's rights in any Intellectual Property in its own name or, with the Supplier's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned), in the name of the Supplier or to join the Supplier as a party thereto. Any recovery that may be obtained will be the exclusive property of the Customer. The Supplier will notify the Customer in writing no later than five (5) business days after they first learnt about it, of any actual or alleged infringement of its or Asahi Group's Intellectual Property arising from the Performance which may come to the Supplier's attention and agrees to cooperate as reasonably requested by the Customer in connection with any such action, claim or suit (at the Customer's expense, but excluding the costs and expenses of the Supplier's employees and legal counsel).

9. Confidentiality

9.1. Each party shall keep the other party's Confidential Information safe, secure and confidential. Neither party shall use the other's Confidential Information for any purpose other than performing its obligations under the Agreement and neither party shall disclose it to any other person except:

(a) in relation to the Supplier, to its employees, agents, professional advisers and Supplier's Subcontractors as strictly required for the purposes of performing the Supplier's obligations under the Agreement, while the Supplier shall ensure that those persons maintain safety, security and confidentiality of the Confidential Information to no lesser extent than the Supplier under the Agreement;

(b) in relation to the Customer and to any member of Asahi Group (including, for the avoidance of doubt, ACEES), to any other member of Asahi Group, their employees, agents, professional advisers and contractors, who may have a need to know the Confidential Information; and

(c) as required by law, legal process or regulatory or other public authority.

9.2. For these purposes "**Confidential Information**" is the information which:

(a) relates to the business of any member of Asahi Group or Supplier Group or relates to the content of the Agreement; and

(b) is disclosed by any member of the Asahi Group or of the Supplier Group to any member of the other group (the **"Recipient"**); and

(c) other than the information that:

(i) was in the public domain at the time when it was 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.

9.3. Unless otherwise agreed between the parties, this clause applies in addition and does not supersede any non-disclosure agreement or other similar arrangement that may be entered into between the Customer and the Supplier in connection with the performance of the Agreement.

9.4. Termination of the Agreement shall have no effect on the obligation to keep the other party's Confidential Information safe, secure and confidential; such obligation shall continue in full force until the Confidential Information ceases to be confidential.

10. Amendment and Termination

10.1. Any amendment to the Agreement must be made in writing and must be signed by authorised representatives of both parties.

10.2. In addition to other events of termination (including, for the avoidance of doubt, withdrawal) provided for in applicable laws and without prejudice to other rights of ACEES and the Customer to terminate the Agreement stipulated in the Agreement, (i) ACEES is entitled to terminate the Framework (if concluded) and/or any Individual Agreement at its sole discretion and (ii) the respective Customer is entitled to terminate the respective Individual Agreement:

(a) for convenience and without any liability or other form of compensation on three (3) months' written notice; or

with immediate effect by written notice sent to the Supplier:

(b) if the Supplier breaches obligations resulting from the Agreement, ACEES or the respective Customer has notified the Supplier of the breach and the Supplier fails to remedy the breach within a reasonable period granted by the Customer;

(c) if the Supplier becomes insolvent or bankrupt (declared or applied for) or other similar proceedings have commenced with respect to the Supplier;

(d) if a decision has been made on the dissolution and/or liquidation of the Supplier or if its business is closed down for any reason (even temporarily);

(e) if there is a change in the ownership of the Supplier;

(f) if the Supplier or Supplier's Subcontractor breaches the Asahi Policies set forth in clause 14.1 or does not comply with the sanctions provision in clause 14;

(g) if the Framework or any Individual Agreement has been terminated by any party or expired for any reason; and

(h) if the Supplier is obliged to raise the Price on grounds of a mandatory legal provision.

10.3. The Supplier shall be entitled to terminate the Agreement solely if the Customer fails to pay an amount due under a valid undisputed invoice compliant with the Agreement and does not rectify such failure within thirty (30) days of receipt of Supplier's written notice requesting the payment of the due amount under clause 5.5.

10.4. Unless the Agreement or applicable laws stipulate otherwise, any termination of any Agreement will be effective upon delivery of a written termination notice to the other party.

10.5. Unless otherwise agreed, following termination or expiration of the Agreement, the Supplier must immediately return or, at (with respect to termination or expiration of the Framework and any Individual Agreements thereunder) ACEES' or (with respect to termination or expiry of the respective Individual Agreement only) the respective Customer's request, destroy all property, materials or records in its possession or under its control belonging or relating to the Customer or any member of Asahi Group (including, for the avoidance of doubt, ACEES) that it received in connection with the Agreement as applicable.

10.6. Those rights and obligations of the parties under the Agreement which are expressly or impliedly intended to come into or remain in force on or after termination or expiry of the Agreement such as rights and obligations under clauses 8, 9 and 12 hereof and unexpired Supplier's warranty obligations shall remain in full force and effect after the termination or expiry of the Agreement.

11. Communication Between the Parties

11.1. The parties shall communicate with each other in writing using the addresses or email addresses set out in the Agreement or in person through their contact persons or authorized representatives, as may be appropriate. Each party may by a proper written notice change any of the contact details, including addresses or email addresses, referred to in the Agreement. Documents having the nature of a legal action, in particular those relating, even indirectly, to duration, effectiveness, change or termination of the Agreement, must be delivered in person, via courier service, via registered mail with advice of delivery, via data box or electronically and must be signed by authorized representatives with a signature having the force and effects of a handwritten signature under the applicable laws and clause 11.2.

11.2. To the extent permitted by applicable laws, documents signed by electronic signature (including signature through DocuSign services or electronically scanned and transmitted versions of handwritten signature) shall be considered as documents in a written form with handwritten signature for all purposes and shall have the same force and effect as if signed by hand.

12. Data Protection

12.1. For the term of the Agreement and the necessary time after its termination, parties may provide each other with personal data

within the meaning of GDPR (e.g. identification and contact details of signatories or contact persons; "**Personal Data**") of the other party or its employees to the extent as may be necessary to conclude and maintain the business relationship between the parties. Each party undertakes to process the Personal Data provided by the other party in a manner that minimizes the risk of loss or misuse of such data and to meet its obligations under the General Data Protection Regulation ("**GDPR**") and other applicable Personal Data protection laws (GDPR and other Personal Data protection laws as "**Data Protection Laws**").

12.2. Each party declares that its employees and other individuals involved in performance of any Agreement are familiar with the basic information defined in Articles 13 and 14 of the GDPR. ACEES (and thus also each Customer) provides to the Supplier its Privacy Policy available at the following link: https://www.asahiinternational.com/about-us/corporate-policies/.

12.3. If, in connection with the Framework and/or any Agreement, the Supplier processes the Personal Data on behalf of ACEES and/or the Customer pursuant to Article 28 of the GDPR (other than the processing of the Personal Data needed for conclusion and maintenance of the business relationship with ACEES and the Customers), the Supplier shall enter into a separate ACEES' or the Customer´s data processing agreement ("**DPA**"), as will be appropriate. The Supplier shall notify ACEES and (if applicable) the respective Customer(s) about the need to conclude such DPA and undertake all steps necessary for conclusion of the DPA within a reasonable time before it commences with the processing of the Personal Data.

12.4. If the Supplier processes the Personal Data as outlined in clause 12.3 but a separate DPA is not concluded between the respective parties, provisions in clauses 12.5 and 12.6 below apply.

12.5. Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available on request.

12.6. To the extent the Supplier receives from, or processes any Personal Data on behalf of, ACEES and/or a Customer, the Supplier shall:

(a) process such Personal Data: (i) only for the purposes set out in Framework and (if applicable) the respective Agreement or otherwise expressly authorized by ACEES or (if applicable) the respective Customer, (ii) only in accordance with ACEES' and (if applicable) the respective Customer's written instructions from time to time (including those set out in the Framework and (if applicable) the respective Agreement), and (iii) only for the duration of the Framework and (if applicable) the respective Agreement, unless it is otherwise required by applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, the Supplier shall notify ACEES and (if applicable) the respective Customer of the relevant legal requirement before processing the Personal Data);

(b) take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data;

(c) implement and maintain technical and organizational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorized destruction, loss, alteration, disclosure, dissemination or access;

(d) not transfer such Personal Data outside the European Economic Area and the UK without the prior written consent of ACEES or (if applicable) the respective Customer;

(e) inform ACEES and (if applicable) the respective Customer within 24 hours if any such Personal Data is (while within the Supplier's or its Supplier's Subcontractors' possession or control) subject to a Personal Data breach (as defined in Article 4 of GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;

(f) only appoint a third party (including any Supplier's Subcontractors) to process such Personal Data with the prior written consent of ACEES or (if applicable) the respective Customer;

(g) not disclose any Personal Data to any data subject or to a third party other than at the written request of ACEES or (if applicable) the respective Customer or as expressly provided for in the Framework and (if applicable) the respective Agreement;

(h) as ACEES or (if applicable) the respective Customer so directs, return or irretrievably delete all thereto related Personal Data on termination or expiry of the Framework or (if applicable) the respective Agreement, and not make any further use of such Personal Data (except to the extent applicable law requires continued storage of the Personal Data by the Supplier and the Supplier has notified ACEES and (if applicable) the respective Customer thereof accordingly);

(i) provide to ACEES and (if applicable) the respective Customer and any Data Protection regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this clause and/or the Data Protection Laws;

(j) take such steps as are reasonably required to assist ACEES and any other member of the Asahi Group (including, for the avoidance of doubt, any Customer) in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR; and

(k) notify ACEES and (if applicable) the respective Customer within two (2) business days if it receives a request from a data subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data and provide ACEES and any other member of the Asahi Group (including, for the avoidance of doubt, any Customer) with its full co-operation and assistance in relation to any request made by a data subject under the Data Protection Laws.

13. ARTIFICIAL INTELLIGENCE

13.1. For the purposes of this clause 13:

"AI System" means a machine-based system designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers from the input it receives how to generate outputs such as predictions, content, recommendations, or decisions. For the avoidance of any doubt, AI System refers to both to stand-alone AI solutions and to AI functionalities embedded in otherwise non-AI software products and services.

"AI Input" means any data, prompts, parameters, or other information provided by or on behalf of either party to an AI System during and or in relation to provision of Services.

"AI Output" means any content, code, analysis, prediction, or other results generated by using an AI System during or as a result of the performance of the Services by Supplier.

"Applicable AI Laws" means all laws, regulations and binding regulatory requirements relating to the development, placement on the market, putting into service, deployment or use of AI Systems, including Regulation (EU) 2024/1689 (the **"AI Act"**).

"Core Brands" means Customer's major brands: Asahi Super Dry, Peroni Nastro Azzurro, Kozel, Pilsner Urquell, Grolsch and their extensions.

Scope

13.2. This clause 13 applies to the Supplier in either of the following cases:

(a) the Supplier uses an AI System (including third-party AI systems) in relation to performance of the Services or in relation to creating of any deliverables for Customer (e.g., marketing materials, content, designs, drafts, analyses, source code or reports); or

(b) the Supplier delivers to the Customer a software solution that contains an AI functionality or feature but is not a stand-alone AI system.

13.3. Where the Supplier delivers or implements a stand-alone AI System (including third-party AI systems) for the Customer, the Asahi Terms and Conditions for AI providers apply

instead of this clause 1313.1(with the exception of Clause 13.1 that shall apply).

13.4. For Suppliers using AI systems classified as high risk according to AI Act, additional rules in Addendum for High-Risk AI Systems apply.

Transparency

13.5. Supplier shall clearly identify to the Customer any and all Services that incorporate, use, enable, or rely upon any AI System, and shall provide the disclosure in writing prior to commencement of the relevant Services and thereafter upon request and upon any material change. This obligation can be fulfilled by filling the AI-self assessment questionnaire provided by the Customer.

13.6. Should the situation change and the Supplier decides to incorporate, use, enable, or rely upon any AI System during the provision of Services, the Supplier is obliged in advance and in writing to notify the Customer and disclose the following: (i) description of the AI System specific to the relevant Services; (ii) the intended purpose(s) of the AI System; (iii) whether the AI System is classified as high-risk under the AI Act and the basis for that classification; and (iv) identification of Supplier's role(s) in the AI value chain (e.g., provider, deployer, importer, distributor) and, where Supplier is not the provider, identification of the relevant upstream provider(s) to the extent known to Supplier. Supplier shall not engage in any use of AI System during the provision of Services unless such use was notified to Customer.

13.7. If the Customer determines that the Supplier's disclosed use of the AI System poses a risk to the Services, the clause 13.11 will apply.

Regulatory Compliance

13.8. Supplier represents and warrants that it complies with Applicable AI Laws to the extent applicable to Supplier's role(s) and the AI System(s) used in the Services.

13.9. Supplier remains fully responsible for the accuracy, quality and compliance of the Services and deliverables irrespective of any AI use, and shall ensure AI Outputs are reviewed by qualified personnel prior to delivery.

13.10. Supplier shall not implement or enable any material change to an AI System used during the performance of the Services that reasonably affects (i) the AI System's intended purpose, (ii) its risk classification under the AI Act, or (iii) the Customer's compliance obligations as a deployer, without the Customer's prior written consent.

13.11. Where the Supplier either (i) identifies the AI System used during the performance the Services as a high-risk AI system under the AI Act, or (ii) notifies the Customer pursuant to sections 13.5 - 13.6 and the Customer determines that the Supplier's disclosed use of the AI System poses a risk to the Services then the Customer may suspend, restrict or prohibit the provision of Services where Customer reasonably determines a material compliance risk exists. This clause also applies where the Supplier delivers software solution to Customer that includes an AI functionality or feature qualifying as a high-risk AI System.

Data Sovereignty; Confidentiality; Prohibition on Model Training

13.12. Supplier acknowledges that AI Inputs and AI Outputs may contain the Customer's Confidential Information or Personal Data. Supplier shall process AI Inputs and AI Outputs only as necessary to provide the Services, maintain security, prevent fraud or abuse, comply with law, and perform maintenance or support in accordance with the Agreement. (see clause 9 and clause 12).

13.13. Notwithstanding anything to the contrary in the Agreement, Supplier is prohibited from using Customer's Confidential Information, including the Customer's Confidential Information contained in AI Outputs or AI Inputs, to develop, train, fine-tune or improve any algorithms, machine learning models, large language models or AI Systems, whether for Supplier's internal purposes or for the benefit of any third party, unless the Customer has provided explicit prior written authorisation (which may be granted or withheld in Customer's sole discretion).

13.14. Supplier must ensure that no Customer's Confidential Information (including AI Inputs and/or AI Outputs) is entered into any external or publicly accessible AI System, unless explicitly authorised in writing by Customer.

Intellectual Property in AI Inputs and AI Outputs; Indemnification

13.15. The Customer retains all right, title and interest in and to the AI Inputs to the extent the AI Inputs represent or include Customer´s Intellectual Property. Supplier is prohibited from using Customer´s Intellectual Property to develop, train, fine-tune or improve any algorithms, machine learning models, large language models or AI Systems, whether for Supplier's internal purposes or for the benefit of any third party, unless the Customer has provided explicit prior written authorisation (which may be granted or withheld at Customer's sole discretion).

13.16. Parties acknowledge that AI Outputs may not be protectable as Intellectual Property under applicable law. Supplier hereby assigns to the Customer all right, title and interest (including all Intellectual Property rights) that Supplier may hold in and to the AI Outputs which form either partially or fully the Services, upon creation, to the extent applicable law provides for an ownership right in relation to the AI Output (whether an Intellectual Property right or otherwise).

13.17. Supplier shall ensure that its use of AI System does not impose any additional licence terms, attribution requirements or use restrictions on Customer's deliverables/AI Outputs and shall procure all necessary rights from any third-party AI System providers to give Customer the rights set out in this Agreement.

13.18. For the avoidance of doubt, nothing in this clause transfers or assigns: (i) Supplier IP or generic business information, software, processes or procedures retained by Supplier under clause 8, or (ii) Third Party IP dealt with under clause 8. Any such Supplier IP or Third-Party IP that is included in or required for use of AI Outputs shall be licensed to the Customer in accordance with clause 8 (as applicable).

13.19. To the extent an assignment in clause 13.17 is invalid or unenforceable under applicable law, Supplier grants to the Customer a perpetual, irrevocable, worldwide, royalty-free licence (with the right to sub-license within the Asahi Group) to use, reproduce, modify (also via third party suppliers) and distribute the AI Outputs which form either partially or fully the Services and/or deliverables for the Customer's business purposes, to the extent such licence can be granted under applicable law.

13.20. Supplier warrants that AI Outputs and Services created using AI System will not infringe third-party intellectual property rights. This provision shall not apply where the Supplier's use of an AI System results solely from the Customer's express selection or instruction, provided that the Supplier has duly informed the Customer of its concerns regarding such use and the Customer has nonetheless directed the Supplier to proceed.

13.21. If the Supplier uses any AI system to create any Services and/or deliverables or their part, the Supplier must identify which parts of the Services and/or deliverables are AI-generated.

13.22. Without prejudice to clause 13.21, the Supplier shall not, without prior explicit Customer's written approval, use any AI System, to create or modify any Customer's Core Brand names, slogans or logos intended for or associated with Customer's Core Brands.

13.23. Where the Customer reasonably expects to own Intellectual Property rights in the Services and/or deliverables given the nature of the Services and/or deliverables, such as marketing materials, branding, or custom software, the Supplier shall not use AI Systems unless specifically agreed in advance in writing or in the Agreement otherwise.

13.24. If, in violation of the clause 13.23, the Supplier used an AI System when providing the Services and/or deliverables and, as a result, the Services and/or deliverables do not qualify for Intellectual Property protection under applicable law, the Supplier shall indemnify the Customer against all resulting losses, claims, damages, and reasonable legal costs.

Suspension, Remediation and Remedies

13.25. If the Customer reasonably determines that either (i) the Supplier's continued use of an AI System during the performance of the Services, or (ii) the Supplier's delivery of a software solution that includes an AI functionality or feature, creates a material compliance risk or materially deviates from the disclosures or limitations in this clause 13, the Customer may suspend the

affected Services without penalty. The suspension continues until the Supplier remediates the issue or provides an acceptable workaround.

13.26. Any material breach of this clause **Chyba! Nenalezen zdroj odkazů.**13 shall be deemed a breach of the Agreement, and the Customer may exercise its remedies under clause 4 and/or terminate under clause 10, without prejudice to any other rights under the Agreement or applicable law.

14. Ethical Business Practices and Sanctions

14.1. The Supplier shall familiarize itself with the Asahi Policies and undertake to fully abide by them while performing the Agreement. A copy of the Asahi's Supplier Code of Conduct, Contractor's Code of Practice and the Asahi Anti-Bribery Policy for Suppliers is available at https://www.asahiinternational.com/about-us/corporate-policies/.

14.2. The Supplier hereby represents and warrants that neither the Supplier nor any of the Supplier's Subcontractors or any other contractual partners or any third persons or entities participating in any way on the provision of the Performance, including financial institutions administrating any and all payments or other transactions in connection to the provision of the Performance, are a "**Sanctioned Person**". A "**Sanctioned Person**" is defined as:

(a) any individual or entity: named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("**OFAC**") list of Specially Designated Nationals and Blocked Persons, the OFAC Sectoral Sanctions Identifications List, the World Bank List of Debarred Firms and Individuals, the UN Security Council (UNSC) Consolidated Sanctions List, the EU Consolidated List of Sanctioned Persons Groups and Entities and the sanctions lists under any other Sanctions Laws;

(b) any individual or entity organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People's Republic, or so-called Luhansk People's Republic regions of Ukraine/Russia), other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and/or the United Nations ("**Sanctioned Jurisdictions**"); or

(c) any individual or entity meeting the definition of a beneficial owner under the Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, as amended, of any of the foregoing, or being otherwise materially or formally involved in the management or control of any of the foregoing.

14.3. Relating to this Agreement, both parties shall be in compliance with and will continue to comply with all economic sanctions laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations ("**Sanctions Laws**"). The parties will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. The parties will not take any action that would cause the other party to be in violation of the Sanctions Laws.

14.4. Notwithstanding any of the above, the parties will not sell, export, re-export, divert, use, or otherwise transfer any products, services, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Parties will not source any components, technology, software, or data for utilization in Services: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions.

14.5. Supplier's failure to comply with this provision will be deemed a material breach of the Agreement, and Customer will notify the Supplier immediately if it violates, or reasonably believes that it will violate, any terms of this provision. The Supplier agrees that the Customer may take any and all actions required (including but limited to the immediate termination of this Agreement) to ensure full compliance with all Sanctions Laws. Such action may be executed without prior notice or penalty, and the Supplier shall hold the Asahi Group harmless from any consequences arising from the exercise of this right.

15. Assignment

15.1. The Supplier shall not assign, novate or transfer any rights or obligations under any Agreement without ACEES' (where applicable) or respective Customer's prior written consent. No other party than the Supplier shall be entitled to enforce any of the Supplier's rights under the Agreement.

15.2. In case of Framework, ACEES shall be entitled to assign, novate or transfer any of its rights or obligations under the Framework and any Individual Agreements thereunder to any member of Asahi Group at any time without any further consent from the Supplier. The Customer shall be entitled to assign, novate or transfer any of its rights or obligations under the Agreement to any member of Asahi Group at any time without any further consent from the Supplier.

16. Force Majeure

16.1. The "**Force Majeure Event**" means an extraordinary event arising after the conclusion of the Agreement which is unforeseeable, unavoidable and beyond control of the affected party, including (provided that the prior conditions are satisfied):

(a) war, explosion, acts or threatened acts of terrorism, riot, civil disorder, rebellion or revolution, embargo on import or export, or

(b) fire, flood, earthquake or other natural disasters, or

(c) actions of government that prevent the affected party from performing its obligations.

16.2. Any mechanical breakdowns, production delays or strikes on the side of the Supplier or any events affecting Supplier's Subcontractors shall never be considered as the Force Majeure Events in respect of the Supplier's obligations.

16.3. Neither party shall be liable for its failure to duly perform its contractual obligations if the Force Majeure Event causes such non-performance but in each case only if and to the extent that the non-performing party and its subcontractors is without fault in causing the breach or delay, the breach or delay was not caused by a breach of any provision of the Agreement or of applicable laws by the non-performing party and the breach or delay could not have been prevented without unreasonable expense by the non-performing party and cannot be circumvented by the non-performing party at its expense through the use of maximum efforts and best industry practice, including the use of alternate sources, work-around plans and/or other means. In order to be able to benefit from the previous sentence of this clause, the party that is prevented from due performance of its obligations by a Force Majeure Event shall inform accordingly the other party in writing not later than within 7 days of the later of (i) when the Force Majeure Event arises, or (ii) when the Force Majeure Event stops preventing it from making such a notification, presenting evidence that the Force Majeure Event has a decisive impact on the performance of its contractual obligations. The party affected by a Force Majeure Event shall inform the other party of the Force Majeure Event coming to an end no later than within 7 days thereof. The party prevented from due performance of its obligations by a Force Majeure Event undertakes to exert maximum effort and best industry practice in order to overcome the consequences caused by the Force Majeure Event. Without limitation to the foregoing, if a Force Majeure Event affects both the Supplier, ACEES and/or the Customer, the Supplier shall not be released from any of its obligations.

16.4. If any Force Majeure Event lasts for more than 60 days, ACEES shall be entitled to unilaterally terminate the Framework (if concluded) and any and all Individual Agreements thereunder with immediate effect and the Customer shall be entitled to unilaterally terminate the respective Agreement with immediate effect.

17. Law and Jurisdiction

17.1. The Agreement(s) as well as non-contractual obligations arising out of or in connection with it shall be governed by Czech law. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

17.2. All claims, issues or disputes arising out of or in connection with the Agreement(s) shall be subject to the exclusive jurisdiction of the Czech courts competent pursuant to the registered office of ACEES.

17.3. Supplier must notify the Customer about all claims, issues or disputes ("**Dispute**") commenced by a third party arising out of or in connection with the Customer's breach of the Agreement without undue delay. Upon Customer's request, Supplier will use its best endeavours to ensure that Customer is involved and has the right to defend both Customer's and Supplier's rights in any such Dispute to the maximum extent possible under applicable law to prevent any (negative) impact on Customer or any other member of Asahi Group.

18. Final Provisions

18.1. If there is any inconsistency between these Standard Terms and Conditions and other parts of the relevant Agreement, terms in other parts of the relevant Agreement shall prevail. The Individual Agreement shall prevail over any Framework in case of inconsistencies between them.

18.2. Nothing in these Standard Terms and Conditions or any Agreement shall be deemed to constitute a partnership between any of the parties nor constitute any party the agent of any other party for any purpose.

18.3. The rights of each party under these Standard Terms and Conditions, the Framework or the relevant Individual Agreement may be exercised as often as necessary, are cumulative and not exclusive of rights and remedies provided by applicable law, and may be waived only in writing and specifically. Delay in exercising or non-exercise of any such right is not a waiver of that right. A waiver (whether express or implied) by; one of the parties of any of the provisions of these Standard Terms and Conditions, the Framework or the Individual Agreement or of any breach of or default by the other party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving party from subsequently enforcing any of the provisions of these Standard Terms and Conditions, the Framework or the Individual Agreement not waived or from acting on any subsequent breach of or default by the other party under any of the provisions of these Standard Terms and Conditions, the Framework or the Individual Agreement.

18.4. The Supplier accepts and undertakes the risk of change in circumstances. For the avoidance of doubt, the Supplier shall not be entitled (by operation of any court or otherwise) to any amendment or termination of the Agreement without the ACEES' (with respect to Framework) or Customer's (with respect to Individual Agreement) consent save for as expressly stipulated in the Agreement.

18.5. The Supplier shall procure that the Supplier's Subcontractors fully comply with the terms and conditions of the Agreement. The Supplier itself shall be fully responsible and liable for the delivery of the Performance, including for any actions or omissions of the Supplier's Subcontractors and its personnel.

18.6. Neither ACEES nor any Customer is obliged to buy any minimum volumes of the Performance from the Supplier. Any volume forecasts set out in any Agreement are not binding and may be unilaterally changed by ACEES or the Customer (as applicable) from time to time. ACEES and all Customers are entitled to source the Performance also from other suppliers than from the Supplier.

18.7. If any provision of the Agreement is held to be illegal, invalid or otherwise unenforceable in whole or in part, the other provisions shall remain in full force and effect. The parties shall negotiate in good faith to amend the Agreement in order to be fully valid and enforceable, and, to the greatest extent possible, to achieve the parties' original commercial intentions.

18.8. The parties have agreed, for the avoidance of doubt, that neither the Agreement nor any part thereof shall be considered an adhesion contract.

18.9. The Supplier confirms that it has read and fully understood all terms and conditions of the Agreement (including these Standard Terms and Conditions) and it expressly accepts them. The Supplier further confirms that (i) it had the opportunity to negotiate and affect each of the terms and conditions (even if the Supplier has not taken direct advantage of that opportunity due to the terms and conditions being acceptable for it without any modifications), (ii) it had the opportunity to freely decide not to enter into the Agreement, and (iii) that it is an established practice in its business as well as in its industry that orders are binding upon the Supplier (and suppliers generally) even without any explicit confirmation.

18.10. The language of these Standard Terms and Conditions, any Agreement and the transactions envisaged by them is English and all notices, demands, requests, statements, certificates or other documents or communications must be in English unless otherwise agreed in writing. If these Standard Terms and Conditions, the Agreement are translated into another language, the English version shall prevail.

19. Adjustments to Standard Terms and Conditions applicable for Asahi Brands AustRia GmbH

19.1. The following adjustments from these Standard Terms and Conditions apply if the Customer is **Asahi Brands Austria GmbH**, with its registered office at the address IZ NÖ-Süd, Straße 2, Objekt M6, 2355 Wiener Neudorf, registered in the register of the Regional Court in Wiener Neustadt under the number FN 532792 v ("**ABAT**").

19.2. For contractual relationships between the Supplier and ABAT as the Customer, the Code of Commercial Communications is part of the Asahi Principles. The Code of Commercial Communications is available at this link: AEI_POCC_Policy_On_Commercial_Communication_AJ_for_AT_FINAL.pdf

19.3. In accordance with the clause 5.4 of these Standard Terms and Conditions , the Supplier is obliged to send the invoices intended for ABAT electronically to the e-mail address: austria@eu.asahibeer.com.

19.4. In the event that ABAT and the Supplier agree on a payment term of more than 60 days, a new clause 5.13. is added to the clause 5 of these Standard Terms and Conditions, which reads as follows:

"*5.13. ABAT and the Supplier declare that the agreed payment term is reasonable with regard to the cooperation arising from the concluded contract, is justified by the nature of the obligation and that, in view of the circumstances and conditions of the case, it is not grossly unfair for the Supplier.*"

19.5. The link referred to in the clause 12.2 of these Standard Terms and Conditions is replaced by the following link: Wichtige Dokumente - Asahi Österreich.

19.6. The link referred to in the clause 14.1 of these Standard Terms and Conditions is replaced by the following link: Wichtige Dokumente - Asahi Österreich.

19.7. The information listed in the clause 17.1 of these Standard Terms and Conditions shall be replaced by the following version:

"*17.1. The Agreement(s) and any non-contractual obligations arising out of or in connection with the Agreement(s) shall be governed by Austrian law. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.*'

19.8. The information listed in the clause 17.2 of these Standard Terms and Conditions shall be replaced by the following version:

"*17.2. All claims, questions and disputes arising out of or in connection with the Agreement(s) shall be subject to the exclusive jurisdiction of the Austrian courts having jurisdiction depending on ABAT's registered office.*"

19.9. The information listed in the clause 18.10 of these Standard Terms and Conditions shall be replaced by the following version:

"*18.10. The language of these Standard Terms and Conditions, all contracts and the transactions contemplated therein shall be German and all notices, requests, requests, statements, certificates or other documents or communications shall be in the German language, unless otherwise agreed in writing. If these Standard Terms and Conditions and the Agreement are translated into another language, the German language version shall prevail."*