

General Terms and Conditions of Sale and Delivery - applicable to business with companies

of RICKERTSEN Produktionsgesellschaft mbH, Halskestraße 3, 21456 Reinbek, Germany

-coming into force from 01 oct. 2016-

1. Scope

Our General Terms and Conditions of Sale and Delivery apply only to companies within the meaning of § 14 German Civil Code.

The Conditions hereinafter apply for all individual contracts concluded between customers as purchasers (hereinafter, "the Customer(s)") and ourselves for the delivery of drinks. They apply for all future commercial relationships of this kind, irrespective of whether their validity is expressly agreed upon again. Deviating or conflicting conditions of our Customers, whose validity we have not expressly agreed to in writing, are non-binding for us, even if we do not expressly object to them. The Conditions hereinafter also apply if we carry out the order without reservation in the knowledge of deviating or conflicting conditions of the Customer. With respect to arrangements for Framework Agreements/Contracts between us and the Customer of importance and with validity for concrete business, the present conditions apply additionally and, in the event of any conflict, take precedence.

2. Conclusion of the contract

We can accept customer orders, which qualify as offers to conclude a contract, within two weeks. Customer orders becoming binding upon us only upon written confirmation ("Confirmation of Order").

3. Delays in delivery, impossibility

In the event of delays in delivery or where it is impossible for delivery to be made, we are liable to the Customer in accordance with statutory provisions, if the delay or impossibility results from intentional or negligent breach of a contractual obligation for which we are responsible, whereby fault on the part of our legal representatives or vicarious agents is to be attributed to us.

Where delay in delivery or impossibility results from simply negligent breach of a contractual obligation for which we are responsible, we will be liable only if the obligation breached is a fundamental contractual obligation; in addition, our liability in this case is limited to foreseeable damages typical of the type of contract.

4. Legal product conformity

Products delivered by us correspond in quality and declaration to national law applicable in the Federal Republic of Germany and to EU Community Law. It is exclusively the Customer's responsibility to check the prerequisites for legally-compliant sales outside Germany. Sales in the USA and Canada are prohibited in any case in view of the special product liability laws in these countries.

5. Place of performance, scope of delivery, transfer of risk

Deliveries are made, unless otherwise specified on the Confirmation of Order, "ex works" from our Reinbek headquarters; we are thereby responsible for transport-ready loading of the goods for delivery onto transport vehicles. Once loading is completed, risk transfers to the Customer.

6. Pricing, payment terms, set-off

Our prices are, unless otherwise specified in the Confirmation of Order, for the goods delivered in accordance with Article 5. Prices do not include VAT. We calculate VAT, insofar as invoicing is subject to sales taxation, additionally in the statutory amount and indicate it separately.

Delivery invoices from us are, subject to deviating provisions in the Confirmation of Order, due for payment within 14 (fourteen) calendar days from the date of invoice. Any discount deduction or payment reduction requires special, prior agreement and corresponding undertaking in the Confirmation of Order. The place of performance for payment is our business headquarters at 21456 Reinbek or the headquarters of the bank(s) indicated within our bank details in our invoice. In the event of default of payment, statutory provisions apply (default interest 9% above the currently valid basic interest rate).

The Customer only has a right of set-off where its counterclaims have been legally established, are undisputed or are acknowledged by us. The Customer is only entitled to exercise a right of retention to the extent that its counterclaim derives from the same legal relationship.

7. Material defects; compensation

We guarantee that our delivered goods are free of defects until expiry of the minimum storage life indicated within the statutory product declaration. We are liable for defects in accordance with legal regulations. No claims arise for insignificant deviations from the agreed qualities in the delivered goods.

The Customer is obliged to meet its obligation to inspect and submit complaints in compliance with § 377 German Commercial Code as a prerequisite for making any claim on the basis of defects.

Insofar as delivered goods contain defects, we are entitled, at our discretion, to supplementary performance by rectification of the defects in cases where this is appropriate, or by delivery of new, defect-free goods. The Customer must make any request for supplementary performance in writing. Where supplementary performance fails, the Customer is entitled, at its discretion, to reduce the purchase price or to withdraw from the contract; the legally-defined instances where setting a deadline can be dispensed with remain unaffected thereby.

We are liable for damages in connection with defects in the delivered goods as follows:

- For damages covered by the German Product Liability Law, we are liable in accordance with this law and irrespective of other provisions and regulations.

- Irrespective of liability pursuant to the German Product Liability Law, we are liable for personal injury (injury to life, limb or health of a person) caused by defectiveness in the purchased goods due to intent or negligence by us, our legal representative or vicarious agents and for material damages and/or financial losses in accordance with the applicable statutory provisions, for material damages and/or financial losses in cases of simple negligence, however, limited in accordance with the following conditions.

- Where material damages and/or financial losses within the meaning of the previous bullet point are caused exclusively by simple

negligence, we are only liable if the negligence relates to a fundamental contractual obligation and only to the extent that the material damages and/or financial losses are foreseeable damages typical for the type of contract. A contractual obligation is fundamental, where its fulfilment enables proper performance of the contract in the first place and upon the proper fulfilment of which the Customer relies and may rely.

- The preceding limitation on liability applies in the same way for personal liability of our legal representatives, employees and other staff and all other vicarious agents. Objectively the limitation of liability applies for claims for damages on any legal grounds, including for claims for liability in tort, but not for any possible liability under the German Product Liability Law.

The preceding regulations in relation to our liability for damages in connection with product defects apply accordingly for any liability due to culpable breach of contractual obligations causing damages without resultant defectiveness in the delivered goods.

Our liability pursuant to §§ 478, 479 German Civil Code (recourse in the event of compensation of the end user) remains unaffected by the regulations in the present Article 7.

8. Retention of title, return of goods, protective duties of the Customer

We retain title to delivered goods vis-a-vis the Customer until complete payment. In the event of the Customer acting contrary to the contract, in particular in the event of default of payment, we are entitled to request return of the delivered goods after written notice of repudiation of contract.

The Customer must handle goods subject to retention of title with due business care and must insure them against fire, natural hazards and theft at its own expense.

The Customer is entitled to sell goods subject to retention of title in the ordinary course of business.

9. Applicable law, place of jurisdiction

For legal relations between us and the Customer in the context of contractual supply relationships to which these General Terms and Conditions apply, German law shall apply exclusively, but without the rules of German international private law. Any possible applicability of the law pursuant to the United Nations Convention relating to the International Sale of Goods of 11th April 1980 (CISG) with regard to the headquarters of the Customer is excluded.

The sole place of jurisdiction, where the Customer as our contractual partner is a businessman, for all disputes resulting from the respective supply relationship is the Hamburg District Court. We are also entitled, at our discretion, to sue the Customer at its deviating place of jurisdiction, if applicable.