



STANDARD TERMS AND CONDITIONS FOR PURCHASE

ASAHI EUROPE AND INTERNATIONAL LTD

1. APPLICATION AND DEFINITIONS

1.1 Unless otherwise agreed between the parties, these Standard Terms and Conditions for Purchase ("**Standard Terms and Conditions**") govern all Agreements between the Customer and the Supplier for purchase of goods and/or performance of services and apply to the exclusion of all other terms and conditions provided or referred to by the Supplier. An acceptance of a Purchase Order or of any other offer or invitation to enter into an Agreement by the Supplier with any modification shall not result in conclusion of an Agreement even if the modification does not significantly affect the original terms and conditions.

1.2 The following definitions shall also apply:

"Acceptance Protocol" means a written certificate, delivery protocol or delivery note or other similar document signed by the Customer on delivery of the Performance;

"Agreement" means a framework purchase contract or an individual purchase 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 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 contract, in any case including all its schedules and appendices;

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

"Asahi Policies" means Asahi's Supplier Code of Conduct, Asahi Anti-Bribery Policy for the Suppliers 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 the Agreement;

"Customer" means Asahi Europe and International Ltd, a company incorporated in England and Wales; Company ID Number: GB265866556, with its registered office at Asahi House, 88-100 Chertsey Road, Woking, GU21 5BJ, United Kingdom;

"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 performance of the Supplier of any kind agreed between the Customer and the Supplier, including delivery of goods and/or performance of services;

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

"Supplier" means an individual, a legal entity or an organization unit (with a legal capacity) each acting in its capacity of an entrepreneur that 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 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. QUALITY AND SPECIFICATIONS

2.1 The Supplier shall have all necessary permits, licences, registrations and authorizations required by applicable laws to fulfil its obligations arising out of the Agreement and to conduct its business as it is conducted. The Performance shall be prepared, provided and delivered with proper, due, and professional skill, care and diligence and fully in accordance with the Agreement and all applicable laws, regulations, standards, and best industry practice.

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 on 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;

(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;

(c) be produced or provided by skilled workers and in case of goods, be produced using appropriate high-quality raw materials and, solely in this instance for the shorter of the Warranty Period or the period when the Supplier's obligation for packaging, storing and/or transporting lasts, be packaged, stored and transported as required by the Customer and in accordance with the requirements of the Agreement and applicable laws.

2.3 Should the Supplier enter the Customer's premises or have an 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 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.

2.4 The Supplier shall conduct at its own cost appropriate checks and undertake appropriate quality control and quality assessment procedures to ensure that it complies with the Agreement. At the Customer's request, the Supplier shall permit, and shall ensure that each Supplier's Subcontractor permits, the Customer's representatives to inspect the Supplier's and/or the Supplier's Subcontractor's operations and facilities, to access relevant persons, materials and equipment and to submit all relevant documents to confirm Supplier's and/or Supplier's Subcontractor's compliance with the terms of the Agreement, including specific obligations of the Supplier and/or Supplier's Subcontractor related to the Performance.

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 the parties agree otherwise, the Performance shall be delivered on DDP basis (Delivery Duty Paid, Incoterms 2020) for deliveries outside European Union or DAP basis (Delivery At Place, Incoterms 2020) for deliveries within European Union.

3.2 The Supplier shall obtain all approvals, licences, permits, shipping, import and export and other certificates, packaging lists, exemptions, inspections, decisions and any other documents required by the Customer or by the applicable laws in connection with the Performance, especially relating to proper handling and use of supplied goods and proper provision of services, and shall provide it to the Customer on delivery of the Performance or, if requested so by the Customer, at any later time.

3.3 The Supplier shall complete the Performance strictly within the deadline and at the place agreed between the parties. The Supplier shall notify the Customer forthwith in writing of any possible failure to meet the deadline for delivery, without prejudice to any consequences of this failure pursuant to the Agreement. The Customer shall be entitled to postpone the delivery. In case of the purchase of goods, the Supplier shall then properly package



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the goods and store, preserve, secure and insure it 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 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 Performance shall pass to the Customer free of any lien or encumbrance at the earliest of actual delivery thereof, signing of the Acceptance Protocol, and payment of the Price therefor. Risk of loss, damage or destruction of the Performance shall be borne by the Supplier until delivery of the Performance is completed in accordance with agreed Incoterms 2020 and the Acceptance Protocol signed by the Customer is delivered to the Supplier. Risk of loss, damage or destruction of any Performance 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 that Performance having been made by the Customer available for pick-up by the Supplier (whilst the ownership to any Performance that is in the ownership of the Customer shall remain with the Customer at all times).

4. CUSTOMER'S REMEDIES

- 4.1 If the Customer considers that the Performance is not, in any respect, fully in accordance with the terms of the Agreement at any moment within the Warranty Period, the Customer shall be entitled, at its sole discretion and regardless of whether such a non-compliance with the Agreement of the Performance (i.e. the defect thereof) represents material or immaterial breach of Supplier's obligations under the Agreement, to any or all of the following:
 - (a) free-of-charge removal of the defects no later than within 5 calendar days from the day on which the Customer has notified the Supplier about the defects or within other 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 according to alternative timescales and/or locations if so specified by the Customer;
 - (c) appropriate reduction of the original Price for the defective Performance;
 - (d) obtain the Performance elsewhere, provided that any related costs (including any price increase) shall be borne by the Supplier;
 - (e) terminate the Agreement pursuant to Clause 10 below.
- 4.2 In case of points 4.1 (a) and (b) above, a new Warranty Period of 24 months for the new or repaired Performance shall commence on the date of the later of its delivery and repair (whilst the new 24-months 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 4 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 based on the agreement between the parties or, as the case may be, in accordance with mutually agreed in writing Supplier's price list. The Price is fixed and may be changed only upon the mutual written agreement of both parties. If the Supplier is obliged to raise the Price on ground of a mandatory legal provision, the Customer shall be entitled to terminate the Agreement with immediate effect.
- 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 date of taxable supply.
- 5.4 The Supplier shall be entitled to issue the invoice for the Performance only upon signing and delivery to the Supplier of the Acceptance Protocol by the Customer. 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 shall be delivered electronically, preferably in a form of non-editable, readable pdf, solely to the following e-mail address: invoiceUK@eu.asahibeer.com. 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 point 5.4 above 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 an invoice is received by the Customer and issued fully in accordance with the Agreement and is not paid by the relevant due date, then the Supplier shall provide to the Customer notice in writing thereof and the Customer shall be granted additional period of thirty (30) days for the payment.
- 5.6 The Price shall be paid in the currency indicated in the invoice by transfer to the Supplier's bank account specified by the Supplier in the Agreement or indicated by the Supplier later in writing (at the latest before the invoice with the changed bank account number is issued to the Customer). The Price shall be considered as paid upon its 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 services 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 Supplier's expense, the Customer shall provide any necessary evidence 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 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 reduced withholding tax rate or withholding tax exemption may include documents confirming that the Supplier is the beneficial owner of the respective income within the meaning of the applicable tax laws.

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 the Customer.
- 6.2 Prior to commencement of fulfilling of its obligations under the Agreement, the Supplier shall provide the Customer with broker's verification of insurance, insurance certificate, copy of the insurance policy or other document acceptable for the Customer (at the Customer's sole discretion) 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 the 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, the Customer shall be entitled to make alternative arrangements to effect the respective insurance cover and to recover any related costs from the Supplier.

7. LIABILITY

- 7.1 The Supplier shall be liable for any damage, expenses, liabilities, losses and claims suffered or incurred by the Customer and arising out of or in connection with any late delivery, performance or non-performance by the Supplier of the Agreement.
- 7.2 To the maximum extent permitted by law, the parties agree to exclude Customer's liability 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 Customer's breach of the Agreement or otherwise in connection with the Agreement.
- 7.3 If the Customer is late with the payment of correct and undisputed invoice issued and delivered in accordance with point 5.4 above, the Supplier shall be entitled to the late payment interest of 0.025% of the due amount for each day of delay.
- 7.4 Notwithstanding any other term of this Agreement, nothing in this Agreement shall limit any liability which cannot legally be limited including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

8. INTELLECTUAL PROPERTY

- 8.1 The Supplier hereby grants to the Customer and each member of Asahi Group, for the whole duration of the relevant economic rights, the irrevocable, fully paid-up, worldwide, sub-licensable, assignable and non-exclusive licence to use, to the extent required for the full enjoyment of the Performance by the Customer as envisaged by the Agreement, any Intellectual Property (such as materials or know-how) which relates in any way to the Performance. Without limitation to the foregoing, if the Intellectual Property is created within the Performance exclusively for the Customer, the licence is granted as irrevocable, fully paid-up, unlimited (particularly sub-licensable, assignable, and worldwide), exclusive, for all means of use for the whole duration of the relevant economic rights, with the right to modify, process or otherwise change such Intellectual Property or any part thereof, or to use it in conjunction with other things (including other intellectual property, both protected and unprotected) and without the obligation of the Customer to use such Intellectual Property as a whole or any part thereof.
- 8.2 The Supplier shall ensure that the Performance and the use and purpose for which the Customer requires the Performance do not infringe any Intellectual Property of any third party. The Supplier shall, in particular, ensure all rights to third parties' property (including Intellectual Property) required for undisturbed use of the Performance and for the granting of the licences under Clause 8.1 above.
- 8.3 The licence fee is fully included in the Price of the respective Performance. The Supplier alone shall be responsible for all fees, rewards and other payments belonging to authors, creators and right-holders pursuant to applicable laws and shall not be entitled to any reimbursement of such costs by the Customer or any other member of Asahi Group. The Supplier shall ensure that the

authors, creators and right-holders waive, to the maximum extent permitted by applicable laws, all moral rights to which they may be entitled in connection with any Intellectual Property which relates in any way to the Performance.

- 8.4 The Supplier shall indemnify on demand and keep indemnified in full the Customer and other members of the Asahi Group against all losses incurred by them and arising from 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.

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 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, 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 9 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.
- 9.5 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.



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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 with the other means of amendment to the Agreement being hereby expressly excluded by the 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 the Customer to terminate the Agreement stipulated in the Agreement, the Customer shall be entitled to terminate the Agreement with immediate effect by written notice sent to the Supplier:
- (a) for convenience and without any liability or other form of compensation on three (3) months' written Notice;
 - (b) if the Supplier breaches obligations resulting from the Agreement, the 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 13.1 below.
- 10.3 Unless otherwise agreed between the parties in writing, termination of the Agreement shall not have any influence on the duration of any other Agreement, be it an individual agreement or a framework agreement (even if the terminated Agreement was entered into within the scope of the respective framework Agreement or if the individual Agreements fall within the scope of the terminated Agreement).
- 10.4 The Supplier shall be entitled to terminate the Agreement (such termination to be effectuated by a written termination notice delivered to the Customer) 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.
- 10.5 Unless otherwise agreed between the parties, following termination or expiration of the Agreement, the Supplier must immediately return or, at the 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 that it received in connection with the Agreement.
- 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 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 below.
- 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 (EU) 2016/679, including the regulation as was retained as part of UK Data Protection Act 2018 ("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 the Agreement are familiar with the basic information defined in Articles 13 and 14 of the GDPR. The 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 Agreement, the Supplier processes the Personal Data on behalf of 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 the Customer), the Supplier shall enter into a separate Customer's data processing agreement ("DPA"). The Supplier shall notify the Customer 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 point 12.3 above but a separate DPA is not concluded between the parties, provisions in points 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, the Customer, the Supplier shall:
- (a) process such Personal Data: (i) only for the purposes set out in the Agreement or otherwise expressly authorized by the Customer, (ii) only in accordance with Customer's written instructions from time to time (including those set out in the Agreement), and (iii) only for the duration of the 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 the 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 the Customer;
 - (e) inform the 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 the Customer;
 - (g) not disclose any Personal Data to any data subject or to a third party other than at the written request of the Customer or as expressly provided for in the Agreement;
 - (h) as the Customer so directs, return or irretrievably delete all Personal Data on termination or expiry of the 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 the Customer thereof accordingly);



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- (i) provide to the Customer and any Data Protection regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this Clause 12 and/or the Data Protection Laws;
- (j) take such steps as are reasonably required to assist the Customer in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
- (k) notify the 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 the Customer with its full co-operation and assistance in relation to any request made by a data subject under the Data Protection Laws.

13. ETHICAL BUSINESS PRACTICES

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

14. ASSIGNMENT AND NOVATION

14.1 The Supplier shall not assign, novate or transfer any rights or obligations under the Agreement without the 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 (for the avoidance of doubt: whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

14.2 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.

15. FORCE MAJEURE

15.1 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,
- (b) fire, flood, earthquake or other natural disasters,
- (c) actions of government that prevent the affected party from performing its obligations.

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.

15.2 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 15.2, 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, and (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 mitigate and/or overcome the effect of the Force Majeure Event. Without limitation to the foregoing, the Supplier shall not be released from any of its obligations by a Force Majeure Event which affects the Customer.

15.3 If any Force Majeure Event lasts for more than 60 days, the Customer shall be entitled to unilaterally terminate the Agreement with immediate effect.

16. LAW AND JURISDICTION

16.1 The Agreement as well as, for the avoidance of doubt, any issues, disputes or claims arising out of or in connection with its subject matter or formation (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales. For the avoidance of doubt, the application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

16.2 All claims, issues or disputes arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the courts of England.

17. FINAL PROVISIONS

17.1 If there is any inconsistency between these Standard Terms and Conditions or other standard terms and conditions and other parts of the relevant Agreement, terms in other parts of the relevant Agreement shall prevail.

17.2 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 Customer's consent save for as expressly stipulated in the Agreement.

17.3 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.

17.4 The Customer is not obliged to buy any minimum volumes of the Performance from the Supplier. Any volume forecasts set out in the Agreement are not binding and may be unilaterally changed by the Customer from time to time. The Customer is entitled to source the Performance also from other suppliers than from the Supplier.

17.5 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.

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

17.7 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.

17.8 Nothing in the Agreement, and no action taken by the parties pursuant to the Agreement, creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

17.9 The parties shall each, to the extent that the respective party is reasonably able to do so and at the other party's cost, execute all documents and do all acts and things reasonably required by the other party to give effect to the terms of the Agreement and the Supplier shall use best endeavours to ensure that the Supplier's Subcontractors do so.

17.10 Save as expressly provided in the Agreement, a failure to exercise or delay in exercising a right or remedy provided by the Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the Agreement or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy.

17.11 The rights, powers and remedies provided in the Agreement are cumulative and not exclusive of any rights and remedies provided by law and no single or partial exercise of any right or remedy under the Agreement or provided by law will hinder or prevent



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further exercise of such or other rights or remedies unless otherwise expressly stipulated in the Agreement.

17.12 The following rules of interpretation shall apply:

- (a) headings are inserted for convenience only and shall not affect the interpretation or construction of the Agreement;
- (b) words expressed in the singular shall include the plural and vice-versa;
- (c) references to a person include an individual, company, unincorporated association, firm, partnership or other legal entity;
- (d) references to any law include the same as varied from time to time;
- (e) words like 'other', 'including', 'such as', and 'in particular' shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible;
- (f) a reference to writing or written includes e-mails;
- (g) terms 'company', 'holding company', 'subsidiary undertaking' and 'parent undertaking' shall have the meanings given to them in the English Companies Act 2006; and
- (h) losses and damages recoverable by the Customer under or in connection with the Agreement, including under Clause 7.1 above and liability under any indemnity such as under Clause 8.4 above, shall always include any and all losses, claims, damage, liability, cost or expense (including reasonable legal costs).