

TERMS AND CONDITIONS OF SALE OF CARLSBERG MARSTON'S BREWING COMPANY LIMITED

1. Definitions

1.1 In these Conditions, the following definitions apply:

Business Day a day (other than a Saturday or a Sunday) on which banks are open for business in London.

Carlsberg Marston's Brands any Product the trademarks and/or trade names of which are owned by the Company or any of its affiliates or which the Company is exclusively licensed to distribute.

Company Carlsberg Marston's Brewing Company Limited (company no. 00078439), including its successors and assigns.

Conditions these terms and conditions as they may be amended from time to time.

Container (a) all casks, kegs, pallets and cases, (b) any other container, designated as "returnable" and in which Products are supplied, and (c) gas cylinders.

Contract the contract between the Company and the Customer for the sale and purchase of the Products, in accordance with these Conditions and any additional terms and conditions agreed by the Company in writing.

Customer the person, firm or company who purchases the Products from the Company.

Deposit a deposit payable in respect of a Container.

Equipment equipment for the dispense of draught Products, such as fonts, dispense heads and taps.

POS Materials point of sale or other branded promotional goods.

Products any products which the Company agrees in the Contract to supply to the Customer (including any of them or any part of them) but excluding any POS Materials and any Equipment.

Tax any and all taxes as referred to in the Criminal Finances Act 2017.

1.2 In these Conditions any reference to: (a) an enactment (meaning any statute or statutory provision or any other subordinate legislation or regulations made under any statute or statutory provision) shall be construed as references to that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date of the Contract; and (b) delivery includes any collection of the Products by or for the Customer.

1.3 Where the Customer is/are the trustee(s) or other official(s) of an unincorporated body, obligations entered into by them are intended to bind the trustees or other officials and the members of such body from time to time.

1.4 Where the Customer is two or more persons, firms or companies, each Customer shall be jointly and severally liable for the Customer's obligations under the Contract.

2. Applicability of Terms

2.1 Subject to any variation pursuant to Condition 2.3, these Conditions apply to the Contract to the exclusion of all other terms and conditions, including any which the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No terms endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order or other document will form part of the Contract.

2.2 Each order or acceptance of quotation by the Customer shall be deemed to be an offer by the Customer to purchase Products subject to these Conditions.

2.3 Any variation of these Conditions or any representations about the Products must be agreed in writing and signed by an authorised representative of the Company and none of the Company's employees or agents has any authority to bind the Company by an oral agreement at variance with these Conditions. For the purposes of this clause 'authorised representative' means any Director of the Company, a member of the Company's legal team or its Company Secretary.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. The Customer further acknowledges that if it does rely on any untrue statement made by the Company in entering into any Contract, the Customer shall not have any remedy unless such statement was made fraudulently.

3. Orders

3.1 All Products are offered for sale subject to availability. Orders shall be for the minimum quantities (in terms of volume and / or value) specified by the Company from time to time. The Customer will only order Products it is willing and able to pay for. The Customer shall be responsible for the accuracy of each of its orders.

3.2 All orders for Products placed by or on behalf of the Customer shall be deemed to have been placed by persons duly authorised by the Customer. By law, the Company cannot sell or supply alcohol to anyone who isn't aged 18 or over. Any person placing an order confirms by doing so that they are at least 18 years old.

3.3 No order placed by the Customer will be deemed to have been accepted by the Company until a written acknowledgment is issued by the Company or (if earlier) the Company delivers the Products, at which point the Contract shall come into existence. The Company will be entitled to reject orders for any reason.

3.4 Acceptance of delivery of the Products shall be deemed conclusive evidence of the Customer's acceptance of these Conditions.

3.5 The Customer shall not be entitled to cancel, suspend or defer any delivery of Products after the order has been accepted. If the Company adopts any changes in the manufacture or specification of the Products after an order has been placed, the Customer shall accept the Products so changed or amended in fulfilment of that order.

4. Price

4.1 Unless otherwise agreed by the Company in writing, the price for each of the Products will be as set out in the applicable Company price list published on the date (or deemed date) of delivery.

4.2 Any discount from the Company's applicable list price that it offers to the Customer applies to Products that are consumed at premises the Customer owns, manages or operates (**Premises**). The price to the Customer of any Product that is supplied by the Customer for consumption at any location other than the Premises (**Other Purchasers**) will be the Company's list price published on the date (or deemed date) of delivery. The Customer will provide the Company with a report upon request setting out the volume of the Products resold or supplied by the Customer and the number of stockists to whom it was resold / supplied, broken down by supplies to the Premises and Other Purchasers.

4.3 A quotation for the Products given by the Company will not constitute an offer and can be withdrawn by the Company at any time.

4.4 The price of the Products is exclusive of value added tax, and all costs or charges in relation to transport and insurance, all of which amounts the Customer will pay, in addition, when it is due to pay for the Products. Duty or any other tax or levy increases, or any third party product price increases, will be passed on to the Customer immediately, in full.

4.5 The Company may invoice the Customer for the Products on or at any time after the date (or deemed date) of delivery.

5. Payment

5.1 Unless the Company agrees to the contrary with the Customer, payment for Products must be made in pounds sterling by direct debit within two weeks of the date (or deemed date) of delivery and payments for Products may not be made by a third party on behalf of the Customer.

5.2 Time for payment shall be of the essence. No payment shall be deemed to have been made until the Company has received cleared funds. Payment by the due date is a condition precedent to future deliveries of the Products or any other products. Where the due date is not a Business Day, the Company reserves the right to collect a direct debit payment on the immediately preceding Business Day.

5.3 The Customer shall make all payments due under the Contract in full without any deduction by way of set-off, counterclaim or otherwise. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

5.4 The Company shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products may not have passed from the Company.

5.5 The Customer acknowledges that the Company may, from time to time, have credit insurance in place to cover its indebtedness to the Company for the Products purchased pursuant to the Contract. Accordingly, the Customer agrees to provide the Company with such information and assistance as it may reasonably require to ensure that such insurance remains in place and the Customer will not do anything to jeopardise the availability of such insurance. In the event that such insurance is not available to the Company for any reason, it reserves the right to vary the payment terms referred to in Condition 5.1.

5.6 The Company reserves the right (without thereby incurring any liability to the Customer) but will be under no obligation to suspend all or any part of any supply and/or to require cash payment with order where the Customer's credit limit has been, or would by virtue of the supply of Products be, exceeded or where the Customer has failed to make full payment by the relevant payment date of any sums due to the Company. The credit limit set will be based on the most recent financial information available to the Company and may be revised by it at any time at its sole discretion.

5.7 The Customer is liable to pay to the Company:

5.7.1 interest at the statutory rate together with a fixed sum by way of compensation for late payment each in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended and supplemented from time to time, including by the Late Payment of Commercial Debts Regulations 2002) on a daily basis from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgment or award in respect of the same);

5.7.2 any bank or other charges incurred by the Company as a result of late payment by the Customer or in recovering any sums due but not paid under the Contract, including in respect of cheques, direct debits and the like which are returned or not met either at first or at all.

5.8 The Company is entitled to:

5.8.1 appropriate any payment made by the Customer to the Company to such of the Products as the Company thinks fit despite any purported appropriation by the Customer;

5.8.2 withhold payment to the Customer of any agreed listing fees, marketing budgets, overrides, rebates, discounts or similar and to recover listing fees, marketing budgets, overrides, rebates, discounts and similar already paid to the Customer, if it is in breach of the Contract, or if the Company reasonably believes that a breach is about to occur.

6. Delivery

6.1 Delivery will take place at the premises agreed by the Company (**Delivery Location**). The Customer shall ensure that any of its premises to which the Products are to be delivered are compliant with all relevant health and safety legislation and codes of practice (**Compliant**). If any such premises are not Compliant, then the Company shall be entitled to suspend deliveries until they are Compliant, without liability.

6.2 Any times or dates specified by the Company for delivery of the Products are approximate only and time of delivery is not of the essence. If no times or dates are so specified, delivery will be within a reasonable time. Delivery of the Products shall be accepted at any time of day and will be completed upon arrival of the Products at the Delivery Location (whether inside the building or not and irrespective of whether the Customer or its representative is present).

6.3 On delivery of any Products or Containers, the Customer will, if required, sign an acknowledgement of receipt (such as a delivery note or handheld terminal), which may include signature by electronic means. Any such signature will be deemed to carry the requisite authority of the Customer and will, as between the Company and the Customer, be conclusive proof of delivery.

6.4 If for any reason the Customer fails to accept delivery of any of the Products when they are ready for delivery, or the Company is unable to deliver the Products on time because of any act or omission of the Customer (such as it not providing appropriate instructions, documents, licences or authorisations):

6.4.1 risk in the Products will pass to the Customer;

6.4.2 the Products shall be deemed to have been delivered;

6.4.3 the Company may store the Products until delivery; and

6.4.4 the Customer shall be liable for all related costs and expenses (including storage, insurance and the cost of delivery of the Products at an alternative time or date).

6.5 If the Company delivers to the Customer a quantity of Products of up to 5% less than the quantity due, the Customer shall not be entitled to object to or reject the Products or any of them by reason of the shortfall and shall pay for such Products at the pro rata Contract rate.

6.6 The Company may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

6.7 The Company accepts no liability for loss or damage to Products in transit unless the Customer:

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6.7.1 at the time of delivery, examines the Products as delivered and retains for inspection all packaging material;

6.7.2 endorses any delivery document with details of any obvious loss or damage; and

6.7.3 notifies the Company and, when applicable, any independent carrier, in writing of any claim for any such loss or damage before the expiry of the third day after delivery.

6.8 The Company accepts no liability for damage to property (other than Products) caused by a delivery of the Products unless the Customer notifies the Company and, when applicable, any independent carrier, in writing of any claim for any such loss or damage within 24 hours of the delivery.

7. Title and Risk

7.1 Where the Products are delivered using vehicles owned or hired by the Company risk in the Products shall pass to the Customer upon delivery. Where delivery is effected by the Customer or a third party, risk will pass when the Products are handed over to the relevant carrier.

7.2 Ownership of the Products shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Products, and all other sums which are or which become due to the Company from the Customer on any account.

7.3 Until ownership of the Products has passed to the Customer, the Customer must:

7.3.1 hold the Products on a fiduciary basis as the Company's bailee;

7.3.2 store the Products separately from all other products of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

7.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

7.3.4 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from delivery. On request, the Customer shall produce the policy of insurance to the Company; and

7.3.5 not mortgage, encumber or part with possession of the Products or allow any lien or encumbrance to arise over them but the Customer may resell the Products in the ordinary course of its business, provided that all sums received by the Customer in respect of such Products are held on trust by the Customer for the Company.

7.4 Provided that the relevant Products have not been resold and without limiting any other right or remedy the Company may have, if any of the events listed in Condition 15.2 occurs, or the Company reasonably believes that any such event is about to occur, before ownership of the Products has passed to the Customer, the Company may at any time require the Customer to deliver up the Products and, if the Customer fails to do so promptly, the Company, or its authorised agent, may enter any premises of the Customer or of any third party where the relevant Products are stored in order to recover them.

8. Containers

8.1 All Containers provided by the Company under the Contract shall, at all times, as between the Company and the Customer, remain the property of the Company and the Customer shall not sell, mortgage, encumber or part with possession of the Containers or allow any lien or encumbrance to arise over them, and will only use them to store and dispense the Products.

8.2 The Customer is responsible for any loss of or damage to Containers delivered to it until such time as they have been collected by the Company or an authorised collection agent, and will store them in a suitable and secure environment, and maintain them in a satisfactory condition. Certain Containers, such as kegs, can be dangerous and must not be tampered with under any circumstances.

8.3 Any Deposit will be refundable on the satisfactory return (in good condition) of the Container(s) to which such Deposit relates.

8.4 The Containers should be made available for collection by the Company or an authorised collection agent as soon as they are empty. The Customer will ensure that Containers are only collected by the Company or any such agent.

8.5 The Company reserves the right to charge the Customer, at its rates in force at the applicable time, for any Containers not returned in a sound condition after a reasonable time and to enter upon any premises of the Customer (or of any third party where the relevant Containers are stored) for the purpose of collecting those Containers.

8.6 On request, the Customer will provide the Company with any information it may reasonably require in relation to any Containers delivered to the Customer.

8.7 Any audit or check by the Company of the Containers delivered to the Customer will not relieve the Customer of any of its obligations under the Contract.

8.8 The Customer shall adhere to the CHEP/LPR pallet industry standards and the BBPA's Container Management Best Practice guidelines (Keg and Cask Supply Chain Best Practice).

9. Gas Cylinders

9.1 Any gas cylinders delivered to the Customer will be charged to the Customer, in addition to the price for the Products and the gas, at the daily rate per cylinder notified to the Customer.

9.2 Invoices will be sent on a monthly basis and paid in accordance with payment terms set out in Condition 5.1. Any discrepancies must be notified to the Company within 7 days of the date of the invoice otherwise the sums charged will be deemed to have been accepted by the Customer. Any requests for credit need to be supported by proof that gas cylinders were returned and that there has been an error on the Company's part. Proof would be signed delivery notes showing returns that are not reflected in the invoice.

10. Storage, Handling and Quality Standards

10.1 The Company shall ensure that the Products are properly packed and secured in such manner as to be reasonably likely to enable them to reach the Delivery Location in good condition.

10.2 The Company shall obtain all licences, permissions, authorisations, consents and permits needed to supply the Products in accordance with the Contract, and shall comply with all applicable laws relating to the supply and delivery of the Products.

10.3 The Company warrants that the Products supplied to the Customer under the Contract shall, on delivery:

10.3.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and, where the Products are beverages, fit for human consumption; and

10.3.2 comply with all applicable statutory and regulatory requirements.

10.4 The Customer shall store and on sell the Products supplied to it under the Contract in accordance with all applicable generally accepted industry standards and practices, statutory and regulatory requirements, and any requirements reasonably specified by the Company, relating to the quality, storage, refrigeration, handling, delivery, dispense and sale of the Products, including:

10.4.1 storing the Products indoors in a dry, ventilated, clean room and at moderate temperatures, and ensuring that the Products do not freeze at any time. Cask Products must be stored in a chilled cellar capable of maintaining a temperature of 11 - 13 degrees centigrade;

10.4.2 sheltering the Products from excessive light or ultra violet rays and removing any protection films as late as possible;

10.4.3 ensuring traceability of the Products and rotating the Products so that the oldest are sold first. No credit will be given for out of date Products nor will they be exchanged;

10.4.4 ordering keg and cask Products in container sizes which ensure the contents are consumed within 3 (cask) or 5 (keg) days of being placed on dispense;

10.4.5 cleaning and sanitising Equipment weekly and in accordance with good cleaning practices and maintaining the cellar in a clean and tidy condition;

10.4.6 testing the brightness, taste and foam head of each Product dispensed on draught after the cleaning of the relevant Equipment and prior to recommencing dispense of the Product;

10.4.7 adhering to the Portman Group's Code of Practice on the Naming, Packaging and Promotion of Alcoholic Drinks;

10.4.8 immediately removing any defective (or allegedly defective) Product from sale; and

10.4.9 sampling all keg and cask Products before they are placed on sale - all cask Products should be sampled from the cask and all keg Products should be connected and sampled at the tap.

10.5 The Customer will ensure that all draught Carlsberg Marston's Brands are served only through or by means of Equipment supplied by or on behalf of the Company or approved in writing by the Company prior to use. Unless otherwise approved by the Company in writing, Equipment supplied by the Company shall not be used for the dispense of products other than Carlsberg Marston's Brands supplied directly by the Company.

10.6 The Customer shall obtain and maintain in force all licences, permissions, authorisations, consents and permits, and ensure it has received the appropriate training, needed to store, handle, deliver, dispense and on sell the Products.

11. Ullage, Acceptance and Defective Products

11.1 The Customer may reject any Products delivered to it that do not comply with Condition 10.3 in any material respect, provided that notice of rejection is given to the Company:

11.1.1 in the case of a defect that is apparent on normal visual inspection, on delivery; or

11.1.2 in the case of a latent defect, within 3 days of the latent defect having become apparent.

11.2 If the Customer fails to give notice of rejection in accordance with Condition 11.1, it shall be deemed to have accepted such Products. Any notice of rejection must include such details regarding the Product as the Company may reasonably require including (where applicable) the best before date, the reason for the rejection, the estimated volume remaining in the relevant Container, the Julian code and the brew number.

11.3 Subject to Condition 11.5, if the Customer rejects Products under Condition 11.1, then the Company may inspect and/or sample such Products and if it determines that such Products do not comply with Condition 10.3 shall (at its option) either replace the rejected Products or repay the price of them in full and the Company will collect the rejected Products from the Premises. The determination of the Company shall be final and binding on the Customer save in the case of manifest error.

11.4 Once the Company has complied with its obligations under Condition 11.3, it shall have no further liability to the Customer in respect of the rejected Products' failure to comply with Condition 10.3. The terms of the Contract shall apply to any replacement Products supplied by the Company.

11.5 The Company will have no liability in respect of any Product that does not comply with Condition 10.3 unless:

11.5.1 in respect of a keg or cask Product, less than 3 gallons have been dispensed from the container at the time it is collected by the Company (regardless of its size) and the keg extractor has not been tampered with;

11.5.2 the issue with the Product is reported to the Company before the expiry of the best before date applicable to that Product;

11.5.3 the Product has not been adulterated in any way;

11.5.4 the Customer has complied with its obligations under Condition 10.4; and

11.5.5 in respect of a keg or cask Product, the best before label and container label have not been removed or defaced in any way. If a keg or cask is delivered without a best before label or container label, the Customer must immediately notify the Company and the keg or cask should not be broached.

12. Technical Services

12.1 Where the Company supplies any Equipment, or related installation, maintenance or support services to the Customer, these terms will not apply in relation to such supplies, and the Customer agrees that such supplies will instead be governed exclusively by the Company's terms and conditions for the supply and maintenance of technical services equipment, the current version of which is located at <https://www.carlsbergmarstons.co.uk/terms-and-conditions/>.

13. POS Materials

13.1 Where the Company supplies any POS Materials to the Customer, these terms will not apply in relation to such supplies, and the Customer agrees that such supplies will instead be governed exclusively by the Company's terms and conditions for the supply of POS and related material, the current version of which is located at <https://www.carlsbergmarstons.co.uk/terms-and-conditions/>.

14. Limitation of Liability

14.1 There are no conditions, warranties, representations or terms, express or implied, that are binding on the Company except as specifically stated in these Conditions. Any condition, warranty, representation or term concerning the Products which might otherwise be implied into or incorporated in these Conditions or any Contract, whether by statute, common law or otherwise, is hereby expressly excluded.

14.2 This Condition 14 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of any breach of the Contract, any use made or resale of the Products by the Customer, and any representation, statement or tortious act or omission (including negligence), arising under or in connection with the Contract.

14.3 Nothing in the Contract shall limit or exclude the liability of the Company:

14.3.1 for fraud, fraudulent misrepresentation, or death or personal injury resulting from its negligence or that of its employees;

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14.3.2 for breach of the terms implied by section 12 of the Sale of Goods Act 1979 or of section 2 of the Consumer Protection Act 1987;

14.3.3 to the extent that such exclusion or limitation is not permitted by applicable law.

14.4 Without prejudice to Condition 14.3, the Company shall not be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information, or for any special, indirect or consequential damage or loss suffered by the Customer that arises under or in connection with the Contract.

14.5 Without prejudice to Condition 14.3, the Company's total liability arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the invoiced value of the Products delivered in the consignment in relation to which the claim arises.

14.6 Without prejudice to Condition 14.3, the Company shall not be liable to any purchaser of the Products in respect of any claim whatsoever.

14.7 The Customer shall, in relation to any loss or damage that may give rise to a claim under the Contract against the Company, take all reasonable steps to avoid or mitigate that loss or damage, including by pursuing any relevant third party, or claiming under any relevant insurance policy in respect of the loss or damage.

15. Termination

15.1 If any of the events listed in Condition 15.2 occurs or the Company reasonably believes that any such event is about to occur and notifies the Customer accordingly then, without limiting any other right or remedy available to the Company and without incurring any liability to the Customer, the Company may:

15.1.1 cancel or suspend all further deliveries under the Contract or any other contract between the Customer and the Company;

15.1.2 terminate the Contract without notice; and

15.1.3 declare all outstanding sums in respect of Products delivered to the Customer and all other sums due from the Customer under the Contract and/or these Conditions to be immediately payable.

15.2 The events referred to in Conditions 7.4 and 15.1 are:

15.2.1 the Customer fails to observe or perform any of its obligations or duties under the Contract or any other contract between the Company and the Customer;

15.2.2 the Customer fails to pay any amount due to the Company under the Contract or any other contract between the Customer and the Company;

15.2.3 a petition is presented, or a meeting is convened for the purpose of considering a resolution or other steps are taken by any person with a view to the appointment of an administrator (whether out of court or otherwise) against or for the winding up of the Customer or an administration order or a winding up order is made against or a provisional liquidator appointed with respect to the Customer;

15.2.4 an encumbrancer takes possession of, or a trustee or administrative receiver or similar officer is appointed in respect of, all or any part of the business or assets of the Customer, or distress or any form of execution is levied or enforced upon or sued out against any of those assets and is not discharged within 7 days of being levied, enforced or sued out;

15.2.5 the Customer is unable to pay its debts as they fall due or the value of its assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities, or the Customer suspends, threatens to suspend, ceases, or threatens to cease (i) carrying on all or substantially the whole of its business; or (ii) making payments with respect to all or any class of its debts;

15.2.6 any voluntary arrangement is proposed in respect of the Customer or the Customer proposes or makes any composition or arrangement with, or any assignment for the benefit of, its creditors, or the Customer applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

15.2.7 the Customer (being an individual) dies or becomes in the Company's opinion, incapable of managing his or her affairs, or is the subject of a bankruptcy petition or order;

15.2.8 any event occurs which the Company determines may have an adverse effect on the Customer's financial condition, business or ability to perform its obligations under the Contract.

15.3 The termination of the Contract howsoever arising shall be without prejudice to the rights and duties of either the Customer or the Company accrued prior to termination.

16. Force Majeure

16.1 The Company shall not be liable or be deemed to be in breach of contract for any failure or delay in performance of its obligations to the Customer under the Contract as a result of causes beyond the Company's reasonable control, including (but not limited to) strikes, pandemic, lock outs, trade disputes, adverse weather conditions, default of suppliers or sub-contractors, failure of energy sources or transport networks, breakdown of plant or equipment, or inability or delay in obtaining supplies of adequate or suitable materials (**Force Majeure Event**) nor shall any such failure or delay entitle the Customer to avoid the order to which the failure or delay relates.

16.2 If the Company is of the reasonable opinion that the supply of the Products is rendered impracticable due to a Force Majeure Event, the Company may terminate the Contract by written notice to the Customer, and the Customer shall pay any sums due to the Company for any Products delivered.

17. Business Ethics

17.1 In connection with the Contract, the Customer will, and will procure that its officers, directors, employees, or any other party acting on its behalf (including without limitation, subcontractors or agents) will, comply with all applicable foreign and domestic laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption as amended from time to time including but not limited to the Bribery Act 2010 (**Anti-Corruption Laws**). The Customer agrees to keep full and accurate books and records of all payments made in respect of any transaction or business effected in connection with the Contract and shall make all such books and records available to the Company's representatives on request. The Customer shall indemnify and hold harmless the Company from and against all claims, actions, proceedings, suits, investigations, penalties and fines of any kind resulting from any breach of this Condition, which shall survive any termination or expiry of the Contract.

18. Intellectual Property

18.1 All recipes, logos, trade marks, copyright and related rights, design rights, patents, domain names and other intellectual property, whether registered or not, relating to the Products or in any materials, POS Materials, Equipment, Containers or Product packaging shall, as between the Company and the Customer, remain at all times the property of the Company.

18.2 The Company grants the Customer a non-exclusive licence to use the Company's intellectual property rights recorded or embodied in the Carlsberg Marston's Brands (**Carlsberg Marston's IPR**) to the extent reasonably necessary to promote and sell the Products at the Premises. The Company warrants that to the best of its knowledge and belief, the exercise of the rights granted to the Customer under these Conditions in respect of the Carlsberg Marston's IPR will not result in the infringement of any valid intellectual property rights of third parties, provided such rights are exercised in accordance with these Conditions.

19. Information and Money Laundering

19.1 By placing an order, the Customer confirms that it is acting in the course of its business and requires the Products for business purposes.

19.2 The Customer agrees that any information relating to the Company, or the existence, terms and contents of the Contract, is confidential and may only be disclosed to a third party with the Company's prior written consent.

19.3 The Customer is responsible for notifying the Company of all relevant account numbers relating to its orders, and of any change of address or other relevant details.

19.4 If the Company agrees to supply the Customer with Products upon which excise duty (or other duties, tariffs or taxes) has not been paid, such supply will be conditional upon the Customer's compliance with all applicable laws and procedures relating to excise duty suspension.

19.5 The Customer will provide the Company with such information and assistance as it reasonably requires to enable the Company to comply with legislation and regulations designed to combat the laundering of the proceeds of crime, and to ensure compliance the Company reserves the right (and without thereby incurring any liability) to cease trading with the Customer and/or refuse to accept cash payments.

19.6 The Company is committed to the prevention, deterrence and detection of criminal Tax evasion and of the criminal facilitation of Tax evasion. The Company's policy on this topic is available at <https://www.carlsbergmarstons.co.uk/media/21742/group-tax-policy.pdf>. The Customer will, and will procure that its officers, directors, employees and any other party acting on its behalf (including but not limited to, subcontractors and agents) will, read and at all times comply with this policy.

20. Data Protection

20.1 The Company collects and processes contact details, transaction history, payment details, employment information, and other necessary personal data, about the Customer and its personnel, in order to enter into and fulfil contracts, as well as for legitimate business purposes, including to maintain the business relationship, to facilitate the provision of the agreed products or services, to settle payments, to conduct certain checks for anti-fraud or other reasons, for auditing purposes and for internal evaluation. To fulfil these purposes, the Customer's data may be shared with the Company's other group companies, service providers, suppliers or business partners within and outside the EU/EEA. Where these group companies or third parties are located outside the EU/EEA, the Company will ensure appropriate safeguards are put in place. The Customer's data will be treated as confidential, protected by appropriate security measures, and retained only for so long as the law allows, after which time it will be deleted. At any time, the Customer may request further information about the processing of its personal data and ask that it be corrected, deleted or restricted in processing. To do so, please contact privacy@carlsbergmarstons.co.uk. If the Customer has any complaints about the Company's processing of its personal data, the Customer may contact its local data protection authority. In the UK, this is the Information Commissioner's Office (<https://ico.org.uk/global/contact-us/>). Full details about the types of data the Company collects, what it's used for and the Customer's related rights are set out in the Company's privacy notification, a copy of which can be accessed at <https://www.carlsbergmarstons.co.uk/privacy-notification/>.

21 Miscellaneous

21.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law, and the parties submit to the exclusive jurisdiction of the English Courts with regard to any such dispute or claim.

21.2 The Company may assign, novate or sub-contract the Contract or any part of it to any person, firm or company. The Customer shall not be entitled to assign or novate the Contract or any part of it without the prior written consent of the Company.

21.3 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

21.4 If any of the terms or conditions of the Contract is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other terms and conditions and the remainder of the provision of the Contract in question will not be affected thereby.

21.5 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

21.6 No provisions of the Contract are intended to create any rights or benefit enforceable by third parties against the Company or the Customer under the Contracts (Rights of Third Parties) Act 1999.

21.7 If the Customer wishes to notify the Company of any matter in respect of the Contract, such notice should be addressed and delivered to the Company's registered office (and in the case of Marston's Beer Company Limited, to its UK establishment office) (for the attention of the Legal Department) or to such other address as the Company notifies to the Customer in writing. Any such notice will be deemed to have been given only on actual receipt by the Company. If the Company needs to notify the Customer of any matter in respect of the Contract, the Company will send such notice to any of its places of business or to such other address as the Customer notifies to the Company in writing. Such notice will take effect on the second Business Day following the day on which it was despatched by first class mail.