

Terms and conditions of purchase for the Paulaner Brauerei Gruppe

Section 1 Scope

(1) The following terms and conditions of purchase apply, insofar as there are no other agreements made between the Paulaner Brauerei Gruppe GmbH & Co. KGaA, the Hacker-Pschorr Bräu GmbH, the Auerbräu GmbH, the Rosenheimer Spezialitätenbrauerei GmbH, the Weißbierbrauerei Hopf GmbH, the Paulaner Franchise & Consulting GmbH, the Brauerei im Eiswerk GmbH, the Paulaner Getränke und Service Gesellschaft mbH, the Fürstlich Fürstenbergische Brauerei GmbH & Co. KG, the FGS Baar Getränke GmbH, the Südstar Getränke GmbH, the Biedermann Getränke GmbH & Co. KG, the Privatbrauerei Hoepfner GmbH, the Privat-Brauerei Schmucker GmbH & Co. KG, or the Fürstlichen Brauerei Thurn und Taxis Vertriebsgesellschaft mbH - hereinafter referred to as the purchaser - and the supplier/manufacturer, for all of the deliveries and services ordered by the purchaser.

(2) The supplier/manufacturer agrees to be bound by these terms and conditions through the submission of an offer or through the confirmation or execution of an order.

(3) Terms and conditions of the supplier/manufacturer or from the order letter / the invitation to tender / the order / the confirmation of an order that deviate from the terms and conditions of the purchaser apply only insofar as they have been explicitly acknowledged in writing by the purchaser.

This also applies when the supplier/manufacturer refers to their terms and conditions in a tender, the confirmation of an order or in any other way and this is not explicitly opposed.

The terms and conditions of the supplier/manufacturer therefore do not apply in case of doubt. The purchaser's terms and conditions, which are recognised by the supplier through unopposed acceptance of an invitation to tender or the purchaser's order, have priority.

Section 2 Proposal

(1) All offers are to be submitted free of charge. The supplier/manufacturer must adhere to the request or the invitation to tender issued by the purchaser in the offer respecting quality and execution, and in the event of a deviation, expressly refer this to the purchaser. Any concerns of a technical or any other nature must be declared in writing. Warranty claims that result from a deviation in quality or quantity of the contractually agreed service remain unaffected.

(2) The supplier/manufacturer adheres to their offer for three months.

(3) Before the beginning of the execution of an order drawings, drafts or similar are to be produced upon request of the purchaser. The approval of the purchaser does not release the supplier/manufacturer from their liability for the suitability of their product, the delivery item or their service. The binding execution plans, maintenance regulations and operating regulations as well as spare parts lists are to be given to the purchaser free of charge and in the requested amount upon delivery.

Section 3 Order

(1) Delivery and service contracts as well as their amendments and additions only become legally binding when they are signed by both parties. Verbal agreements are only valid when they are immediately confirmed by the purchaser in writing. The contents of the confirmation shall then be deemed as agreed.

(2) Insofar as the offer, tender or the order of the purchaser does not explicitly state otherwise, the purchaser is bound to them for a period of maximum four weeks. The date of the offer, tender or order applies as the beginning of this period. Only offers, tenders or orders of the purchaser with a corresponding order number in the form of SAP orders have a binding effect as defined above.

Section 4 Prices

(1) The agreed prices are maximum prices. The prices are 'free destination' and encompass all additional costs, such as packaging, transport, unloading, insurance of the goods, taxes, tolls and any other charges, unless otherwise agreed. Necessary auxiliary

and lifting devices are to be supplied by the supplier/manufacturer unless otherwise agreed.

(2) If the supplier/manufacturer is liable for assembly this is covered by the agreed price. Included in the price is also an induction and the associated travel costs and expenses.

(3) The packaging is to be taken back or disposed of free of charge by the supplier/manufacturer if the purchaser so wishes. The supplier/manufacturer bears the cost of the return of any packaging.

(4) A price escalation clause of the supplier/manufacturer will not be recognised by the purchaser.

(5) Should the supplier/manufacturer reduce their prices before a delivery or assembly, the reduced prices shall also apply for the order.

Section 5 Delivery / Service / Service of work

(1) Completed deliveries and services shall be confirmed by the purchaser or receiver of the delivery in legible writing on a delivery or service note - upon which the order number of the purchase order must be written - provided by the supplier. The confirmation may not exceed the maximum performance period of one calendar week and is to be submitted for signing unsolicited on the next working day after the delivery / service at the very latest. The supplier/manufacturer is responsible for the obtaining of the confirmation. Invoices can only be issued once a signed confirmation has been received.

(2) In regards to service contracts, instead of the signing of a delivery or service note, the purchaser is required to sign an acceptance report, insofar as the purchaser declares the acceptance.

(3) Additional items outside of the order / service specification that first arise during the delivery / service are to incur costs (at the very least estimated costs) which are to be shared by the purchaser / receiver before the execution of the order / service. Hourly rate services are to be accounted for as specified in the service specification.

(4) The purchaser possesses the right to view the item of delivery / service, after giving reasonable notice, on site by the supplier. This is not associated with acceptance of the item.

(5) The supplier/manufacturer confirms through the acceptance of the order to adhere to a quality assurance system. Upon request of the purchaser the supplier/manufacturer must prove the existence of such a system.

Section 6 Terms of payment

(1) The payment of the purchase price is to be made after the goods arrive at the purchaser / receiver or after the acceptance of the service and after the receipt of an invoice, if applicable, with all relevant documents to the delivery item within 30 days plus the respectively applicable statutory value added tax (VAT). When the payment is made within 20 days the purchaser is entitled to a 3% discount of the net sum of the invoice, unless otherwise agreed. This also applies for partial invoices. Incorrectly issued invoices shall only deem to have been received after the receipt of the correctly issued invoice by the purchaser.

(2) The purchaser is entitled to exercise a right to set off counterclaims even if these are based on other legal relationships.

(3) Payments shall be made by bank transfer or cheque. When paying by cheque, the payment occurs when the cheque arrives at the supplier/manufacturer. When paying by bank transfer, the payment occurs with the receipt of the transfer order at the bank of the purchaser.

(4) The execution of the contractual obligations of the supplier/manufacturer are not confirmed by the payment. In the case of inadequate delivery / service the purchaser is entitled - without affecting their warranty rights - to withhold their payment in the amount of the anticipated costs of correcting the defect until proper fulfilment has been completed.

(5) The supplier/manufacturer ensures that the invoices they issue comply with the necessary value added tax requirements. If this is not the case the purchaser is entitled to reject the invoice.

Section 7 Delivery time and consequences of delay

(1) The delivery / execution dates indicated on behalf of the purchaser are binding. Decisive for the adherence to the delivery date is the arrival of the goods or the service provision at the destination.

(2) The delivery period indicated by the purchaser begins on the date of the order confirmation. The decisive factor in determining the adherence to the delivery period is the arrival of the goods or the service provision at the destination.

(3) Should delays be anticipated the supplier/manufacturer must inform the purchaser of the

reason(s) and expected length of the delay immediately by fax or email. In the case of substantial delays the supplier/manufacturer must obtain the decision of the purchaser on the upholding of the order. As long as the purchaser, who must inform the supplier / provider immediately of their decision, decides to carry out the order, the purchaser then acts at their own risk. The supplier/manufacturer shall make use of faster modes of transport, without the purchaser bearing the extra cost, in order to meet the agreed deadlines.

(4) Should the supplier/manufacturer fall behind with the delivery / service the purchaser is entitled to receive compensation in the sum 0.2% of the cost of the delivery / service for every full calendar day that the delivery is delayed, however this sum cannot amount to more than 5% of the relevant delivery / service cost. The supplier/manufacturer is entitled to prove that the delay / damage was considerably less or did not occur at all. The purchaser remains at liberty to assert specific damages or any further rights.

(5) The supplier/manufacturer bears the risk of procurement for the contractual object.

Section 8 Transport, risk assumption, insurance, packaging and waste

(1) Insofar as the supplier/manufacturer does not choose a faster mode of transport in order to meet the agreed delivery / service date or deadline, the shipment is to be carried out by the shipping method specified in the order.

(2) The supplier/manufacturer must carry out delivery / shipment at their own expense to the destination specified by the purchaser. The specified destination is the purchaser's registered address, unless the purchaser has explicitly and in writing specified another destination. The supplier/manufacturer bears the risk of the shipment until the delivery is handed over at the place of use. The supplier/manufacturer is also responsible for suitable packaging. The supplier/manufacturer must draw the attention of the purchaser explicitly and in writing to the keeping of special carefulness in case of removing auxiliary constructions or similar.

(3) The supplier/manufacturer is responsible for taking out transport insurance that covers the transport until the specified place of use of the purchaser.

(4) On the day of shipment the purchaser must be sent a dispatch note by fax, email or EDI. The note must include the order number, date of the order, date of shipment, type of packaging, exact contents and weight of the shipment. A dispatch note must also be supplied with the shipment itself. A delivery note is also to be enclosed with all deliveries.

(5) The supplier/manufacturer is responsible for the unloading of the vehicle insofar as nothing else has been agreed.

(6) The costs of proper disposal of waste / recycling or reusing of recyclable or reusable material is include in the price. The supplier/manufacturer is responsible for the collection and storage of necessary disposal records and, upon request, will make them available to the purchaser free of charge.

Section 9 Warranty, liability

(1) The supplier/manufacturer is liable to ensure that their deliveries and services exhibit the contractually assured characteristics, that they correspond to the latest technology, that all relevant legal regulations (e.g. food and environment protection regulations, building regulations, the Product Safety Act, CE marking, the Electrical and Electronic Equipment Directive, 2011/65/EU, 2002/96/EG) as well as the applicable standards and guidelines of the relevant specialist authorities, trade associations and professional associations are observed and that all remaining functions and specifications are given according to the contract. When using drinking vessels the supplier/manufacturer is responsible for the proper installation of oak according to the relevant German / EU legal requirements.

(2) The purchaser shall notify the supplier/manufacturer about any deficiencies of a delivery / service as soon as such deficiencies have been discovered in the course of an orderly business practice and not later than 10 days after the delivery / assembly. If the purchaser of the goods has, in the normal course of business, forwarded the goods to anywhere else apart from the delivery destination and informs the supplier of this in a timely manner the inspection and objection period shall be extended accordingly.

If a defect becomes apparent later, for example through further processing or installation, the purchaser must immediately, or 10 days after the discovery of the defect at the latest, issue notice of the defect.

In the event of weight differences or shortfalls the weights and amounts determined at the time of the delivery apply until otherwise proven by the supplier/manufacturer. The purchaser is to inform the supplier/manufacturer of any differences in weight or shortfalls within the period stated in this section.

(3) Should the goods exhibit a quality defect at the time of passing of risk the purchaser can demand retrospective fulfilment or a reduction of the price. If the amount of items delivered by the supplier/manufacturer is lower than that agreed in the order, the order shall be treated as defective. The subsequent performance is carried out at the discretion of the purchaser in the form of remedial action or a replacement delivery. The costs incurred shall be borne by the supplier.

(4) Should the supplier/manufacturer undertake an unsuccessful subsequent performance, unjustifiably refuse the subsequent performance or not comply to a reasonable extension period, the purchaser can remedy the defect themselves and request compensation for the necessary expenses. The statutory right of cancellation, the right to claim damages in particular the right to claim damages instead of the service and the right of recourse in accordance with section 478 of the German Civil Code remain reserved.

(5) Insofar as the supplier/manufacturer is culpable for material defects, as set out in the previous clauses (3) and (4), the supplier/manufacturer is liable for all faults.

(6) Should the supplier/manufacturer deliver more than the specified amount, the supplier/manufacturer cannot require additional compensation, insofar as the purchaser has not explicitly and in writing declared their understanding with the excess delivery.

(7) Provided that the supplier/manufacturer is committed to liability for compensation of the purchaser, the amount of this liability is unlimited.

(8) Should any defects lead to property or financial damages/losses the supplier/manufacturer is also liable for these. This also includes such damages/losses that arise for the purchaser through third parties, for which the purchaser is liable, because of damages/losses that have occurred to the third party as a result of defects in the goods supplied.

(9) Claims against the supplier/manufacturer owing to defects expire after 2 years, unless a longer limitation period is issued. Section 479 of the German Civil Code remains unaffected. The limitation period begins when the delivery takes place at the delivery destination. If assembly by the supplier/manufacturer is included in the delivery, the limitation period begins when the assembly is completed. For service contracts, for example devices, machines and systems, the warranty period

begins on the acceptance date given in the written declaration of acceptance. In addition, section 640 of the German Civil Code applies to service contracts. In case of remedial action, another warranty period of 2 years commences for the parts that have been repaired or replaced through the remedial action.

(10) The supplier/manufacturer assures the purchaser a replacement parts warranty of 10 years after delivery.

(11) The supplier/manufacturer will only employ subcontractors after written consent from the purchaser.

(12) The supplier/manufacturer ensures that the personnel they employ are not to be considered as employees of the purchaser. The supplier/manufacturer ensures that they fulfil all working directives regarding their personnel, especially with regard to the minimum wage legislation and in case of culpable conduct exempts the purchaser from any claims by third parties.

Section 10 Exemption from claims arising from product liability, environmental legislation and safety regulations

(1) Should a claim be asserted against the purchaser due to domestic or - in the case of forwarding abroad for the supplier/manufacturer - foreign product liability regulations because of the defectiveness of their products or because of a breach against safety or environmental regulations, and the product in question is a product/service of the supplier/manufacturer, the supplier/manufacturer is responsible for recourse insofar as the cause of the damage is located within their sphere of control and organisation and insofar as they are liable in the external relationship. The supplier/manufacturer is liable, upon the purchaser's request, to indemnify the purchaser in the scope of the proportional causation. The supplier/manufacturer is to indemnify the purchaser from any costs incurred from an offered product recall in proportion to the causation.

(2) The supplier/manufacturer is obliged to take out product liability insurance with an appropriate cover sum.

Section 11 Property rights

The supplier/manufacturer guarantees that all deliveries and services are free from the protected rights of third parties and that the through the delivery and the foreseeable use of the delivery by the purchaser the supplier/manufacturer does not violate any patents or other property rights for third parties. Should third parties assert such a claim against the purchaser in this regard, the supplier/manufacturer releases the purchaser at the latter's first written demand from any claims asserted by third parties on the grounds of infringement. The supplier/manufacturer shall also reimburse the purchaser for all necessary expenditure, including extra-judicial and judicial disputes - incurred as a result of the claim. The purchaser is entitled to obtain a licence for the use of the relevant delivery items

and services, at the expense of the supplier/manufacturer. The above provisions shall not apply insofar as the supplier/manufacturer has manufactured the supplied goods according to documents, samples, models or similar instructions supplied by the purchaser and did not know, and should not have been expected to know, that they violated any property rights.

Section 12 Confidentiality

(1) All the documents, samples, models or similar instructions supplied by the purchaser remain their property and can only be passed on to third parties or reproduced with the approval of the purchaser. Unless otherwise agreed, these documents, samples, models or similar instructions are to be given back to the purchaser with the delivery / service.

(2) The purchaser and the supplier/manufacturer are mutually obliged to treat all commercial and technical information which become known to them through the business relationship as trade secrets. The supplier/manufacturer shall treat the order and the work or deliveries related thereto as confidential.

(3) Insofar as a subcontractor of the supplier/manufacturer, on the basis of the purchaser's consent, is granted access to information that according to the above clauses (1) and (2) is confidential, the supplier/manufacturer is obliged to commit the subcontractor to confidentiality in the sense of the above clauses (1) and (2).

(4) The supplier/manufacturer may use its business relationship with the purchaser for advertising purposes only with prior written consent.

Section 13 Assignment of claim, offset, retention

(1) The supplier/manufacturer may not assert a claim against the purchaser.

(2) The supplier/manufacturer may only assert a claim against the purchaser or make an assertion of right of retention if the corresponding claim of the supplier/manufacturer is undisputed and has been legally established.

Section 14 Final provisions

(1) The laws of the Federal Republic of Germany shall apply exclusively under exclusion of the UN Sales Convention.

(2) The court of jurisdiction shall be the seat of the purchaser if the supplier/manufacturer is a trader or does not have a general place of jurisdiction in within the country or has relocated their place of residence outside of the jurisdiction of the German Code of Civil Procedure or their place of residence or habitual abode is unknown at the time of the claim.

(3) If any provision of this document is or becomes invalid, the validity of the remaining provisions shall not be affected thereby.