



General Terms and Conditions

1. General

1.1 The registered office of Rimor Brewery BV (0793.901.646) is located at Herkveldstraat 36, 3631 Maasmechelen, Belgium (hereinafter "Rimor").

1.2 These General Terms and Conditions apply to all quotations, price lists, offers, invoices, orders, agreements and deliveries of Rimor with a customer (hereinafter "Customer").

1.3 Any deviation with respect to these General Conditions is only possible if agreed in advance in writing between the parties involved. An unequivocal and unconditional agreement via e-mail is also accepted as a written agreement or understanding.

1.4 Rimor reserves the right to amend material provisions of these General Terms and Conditions. Such amended terms shall be applicable from the time of a new acceptance by the Customer.

1.5 If any provision of these General Conditions would be deemed void or non-binding by a competent court, all other provisions of these conditions shall remain in full force and effect. To replace the invalid provision, the parties shall provide for that situation in mutual consultation an arrangement that corresponds as much as possible to the purpose of the invalid provision.

1.6 These terms and conditions form an integral part of the agreement, with the exclusion of the Customer's own terms and conditions.

2. Offer, Order, Amendment and Cancellation

2.1 Any written offer by Rimor, is valid for up to 1 month from the date of release of the offer, unless expressly stated otherwise, provided it is signed by authorized persons.

2.2 All price lists, offers and quotations provided by Rimor are made without obligation, even if the offer includes a period for acceptance. Only after written (order) confirmation by Rimor does the agreement come into effect. Changes to orders are only binding on Rimor insofar as these changes have been confirmed by Rimor in writing.

2.3 All statements and/or indications by Rimor with regard to its products are made to the best of Rimor's knowledge but are not binding. Deviations and/or changes of any nature and scope whatsoever are expressly reserved by Rimor, as are changes to its products.

2.4 Rimor reserves the right to determine minimum quantities to deliver on order. Rimor further reserves the right to execute orders in parts. In this case, the Customer is not entitled to any penalty or compensation.

2.5 Rimor reserves the right to cancel orders or not to deliver products or deliver products at a later date due to stock availability or discontinued production of products. Rimor will notify the Customer of this as soon as possible. The Customer shall in that case not be entitled to any penalty or compensation.

2.6 If a Customer orders the delivery of products under a trade name specified by him, Rimor is not liable for any rights of third parties to such trade name. For this purpose, a trade name also means a logotype.

2.7 Subject to the legal obligations to do so, a Customer may amend or cancel an Agreement only with the written consent of Rimor. The amendment of an Agreement must be in writing. Once signed by all parties involved, the amended will form part of the original Agreement.

2.8 The Customer must notify Rimor of changes in the Customer's name and/or address in a timely manner, and the Customer is responsible for the accuracy of the Customer's data known to Rimor.

2.9 Upon cancellation of an Agreement or other arrangements already made, Rimor is entitled to charge the Customer in full for the costs it has already incurred in connection with the performance of the Agreement or arrangements. The Customer shall bear these costs in full.

2.10 Cancellation costs shall also be payable by the Customer in the event of cancellation. These amount to 25% of the principal sum, plus VAT.

3. Prices and Sales

3.1 Unless otherwise agreed and stated in writing, the prices charged by Rimor are in Euros; Rimor is at all times entitled to change the agreed rates and/or prices periodically.

3.2 The prices quoted by Rimor are inclusive of transport costs, levies and excise duties, but exclusive of sales tax (VAT), deposit on packaging and any separately specified surcharges, unless otherwise agreed in writing or specified by Rimor.

3.3 Unless otherwise agreed in writing, the prices for products to be delivered and/or services to be provided directly to a Customer shall be those applied by Rimor at the time of delivery or provision of the service respectively.

3.4 Any changes in one or more of the cost price determining factors such as purchase prices (whether or not changed retroactively), exchange rates, import duties, increases in raw material and material prices, production costs or currency changes, which occur after order confirmation but before delivery, entitle Rimor, at its discretion, to charge a correspondingly higher price or to cancel the order, without the Customer having any right to compensation in this regard.

3.5 Changes in duties, taxes and excise taxes after the conclusion of an agreement will be passed on to the Customer at any time.

4. Delivery and Delivery Terms

4.1 Delivery of products shall be Delivery at Duty Paid (DAP). The risk relating to the products passes to the Customer at the time of delivery of the products, that is, at the time the products are offered to the Customer unloaded or ready for loading.

Rimor is free to choose the method of transporting the products when Delivered at Duty Paid (DAP). Transport or movement of the products on the premises and/or (business) premises of a Customer shall take place at the risk of the Customer.

4.2 The Customer has an obligation to take the delivery. The delivery address of the products must be easily accessible for those means of transport commonly used for deliveries. Should problems arise with regard to the accessibility of the delivery address, all resulting damage to both parties shall be at the expense and risk of the Customer. The Customer must provide sufficient loading and unloading facilities at the delivery address, as well as immediate unloading or unloading. If the Customer fails to do so, the costs incurred and/or already incurred by Rimor in this regard will be payable by the Customer. Any other damage arising from this will also be at the expense and risk of the Customer.

The Customer is in any case obliged to give Rimor or its carrier(s) the opportunity to deliver products to its address, unless otherwise agreed. If delays in delivery occur, the actual damage suffered by Rimor as a result shall be fully borne by the Customer.

4.3 Specified delivery times are never to be regarded as deadlines, unless expressly agreed otherwise in writing. Simply exceeding the agreed delivery period does not constitute default on the part of Rimor. However, if delivery is not made on time, the Customer is entitled to demand that delivery still takes place within six weeks, in default of which, subject to the provisions of Article 10, the Customer is entitled to terminate the agreement by registered letter in respect of the part for which Rimor is in default. However, Customer does not have this right to (partially) terminate the Agreement if it is itself in default.

4.4 The delivery period does not commence until after an agreement has been formed in accordance with the provisions of Article 2 and Customer has provided Rimor with the required data and information for performance of the agreement and, if agreed, when Rimor has received the agreed advance payment from Customer.

4.5 Rimor is at all times entitled to deliver products cash on delivery.

5. Payment

5.1 Unless otherwise agreed, payment, including additional costs, must be made in cash within 14 days of the invoice date. Cash payment shall include crediting the amount due to a bank or giro account specified by Rimor at the time of delivery. All payment terms are to be regarded as deadlines.

5.2 Rimor is entitled to require a down payment of the invoice amount in advance of the payment as referred to in the first paragraph of this article, provided it is indicated in writing in advance.

5.3 If the term of payment is exceeded, Customer shall owe statutory commercial interest on the exceeded terms of the outstanding amount, including compound interest.

5.4 If Rimor has placed the relevant claim(s) in hands of third parties for collection in the event of non-payment, late payment or incomplete payment, Customer shall also owe the extrajudicial collection costs. The extrajudicial collection costs are set at a minimum of 15% of the amount due with a minimum of €250,00 (in words: two hundred and fifty euros) per claim.

5.5 Rimor is entitled at all times, upon or after entering into the agreement, before performing (further), to require the Customer to immediately provide (additional) payment security in a form to be determined by Rimor. If the Customer fails to provide the required security (in a timely manner), Rimor is entitled, without prejudice to its other rights, to immediately suspend further performance of the agreement or to dissolve the agreement in whole or in part without notice of default or judicial intervention, without prejudice to its right to compensation for damages suffered by it. In addition, all that the Customer owes Rimor on any account whatsoever shall be immediately due and payable.

5.6 Any objections to an invoice must be submitted to Rimor in writing within eight working days of the invoice date, giving reasons. After this period, complaints will no longer be considered and the Customer has processed its rights in this regard. Objections to the amount of invoices submitted do not suspend the Customer's payment obligation.

5.7 Rimor is entitled to suspend or postpone deliveries until all past due invoices have been paid, or another explicit agreement has been made regarding payment of the outstanding or past due balance.

6. Retention of title

6.1 Delivered products will remain the property of Rimor until full payment is made, including all costs, charges, interest, fees and any deficiencies.

6.2 Except in the cases described in the fourth paragraph of this Article, the Customer is not entitled to pledge or transfer ownership of the products to third parties before full payment of the purchase price, including any interest and costs.

6.3 In the event that a third party in good faith has acquired ownership of products that have not yet been paid for in full, and such third party has not yet paid the purchase price due in respect thereof, the Buyer undertakes now for the time being to reserve a non-possessory pledge on the products and, to the extent possible, to establish a pledge on the claim(s) it has against such third party.

6.4 The Buyer is entitled to resell the products delivered under retention of title in the ordinary course of business, unless Rimor has notified Rimor in writing that the Buyer must immediately make these products available to Rimor.

6.5 If Rimor recovers goods delivered to it under the retention of title in the event of non-payment, late payment or incomplete payment by the Customer, the Customer shall also owe the costs incurred by Rimor in this regard.

6.6 If the same type of products have been delivered on one or more unpaid invoices, the products present at Customer's premises shall be deemed to have been delivered on the unpaid invoices.

7. Customer Obligations in General

7.1 Any Customer dealing in products supplied by Rimor shall be obliged:

- a. to deal in these products only in the original and undamaged retail packaging originating from Rimor without making any changes thereto and, where applicable, to charge its customers for the packaging at least an amount of deposit as Rimor has charged the Customer;
- b. to advertise Rimor's trademarks only in a manner approved by Rimor. Advertising materials made available to the Customer by Rimor shall remain the property of Rimor. The Customer shall return such material to Rimor within one week upon request;
- c. to refrain from making negative statements about the name, trademarks, products or packaging of Rimor;
- d. to exercise all due care in the proper storage and handling of the beers and other products of Rimor. This includes regularly cleaning and rinsing tap systems and other materials in accordance with the regulations. Rimor shall never be liable for defects in the products that it supplies, which defects are due to improper or careless storage and handling thereof by or on behalf of the Customer or goods supplied by the Customer;
- e. to inspect the products delivered by Rimor upon delivery. After such inspection, the products delivered by Rimor shall be deemed to be in order and the risk of defective (or faulty) products shall be at the expense and risk of the Customer, all subject to proof to the contrary. Even if the Customer chooses not to perform an inspection upon delivery, which shall be recorded in writing, any risk shall be borne by the Customer.
- f. to pay a penalty of €2,500.00 (in words: two thousand five hundred euros), not subject to discount or compensation, to Rimor for each breach or failure to strictly comply with the obligations set forth in this article and in such case accept Rimor's right to cancel or declare dissolved (an) agreement(s) and/or exclude the Customer from further delivery, all with a right to compensation, without prejudice to Rimor's right to still claim performance, with or without compensation.

8. Ownership of Packaging

8.1 Returnable packaging, that is, packaging that is clearly intended for multiple use, including casks, beer keg couplings, tanks, bottles and crates, as well as auxiliary materials including pallets and carbonated bottles, will remain the property of Rimor, notwithstanding payment of a deposit by the Customer.

8.2 If the Customer obtains the returnable packaging and auxiliary materials referred to in the first paragraph of this Article, either from Rimor or from third parties, he shall start holding such packaging and auxiliary materials for Rimor.

8.3 A Customer is not entitled to transfer ownership of the returnable packaging and auxiliary materials referred to in the first paragraph of this Article to third parties, nor to use them or allow them to be used for purposes other than those for which they are intended.

9. Deposit

9.1 A deposit will be charged for returnable packaging and devices as referred to in article 8.

9.2 Under no circumstances will a deposit be considered compensation for the real value of packaging and auxiliary materials.

9.3 Returnable packaging and auxiliaries must be returned to Rimor as soon as possible, whereby the Client is obliged to ensure that the bottles are sorted and palletized according to content size, shape and color in the corresponding crates and the like.

9.4 No refund of calculated deposit will be made for damaged return packaging and devices.

10. Force Majeure (Non-attributable Failure)

10.1 Rimor is not obliged to comply with any obligation if it is prevented from doing so as a result of a circumstance that is not due to its fault, nor for its account under the law, legal act or common opinion.

10.2 If the force majeure as is referred to in the first paragraph of this article lasts longer than 90 days, then both Rimor and the Customer are entitled, by notifying the other party, to unilaterally terminate the contract for the part not yet performed, without judicial intervention.

10.3 Force majeure as referred to in subsection 1 of this Article shall in any event include: war or danger of war, revolution, riots, fire, flooding, strikes, illness, impediments to transport, government measures including import and export measures, disruptions in the supply or provision of raw materials, energy and operating supplies, including failures on the part of suppliers from whom Rimor obtains all of the above, defects to or damage to machinery, as well as any other circumstance beyond Rimor's control.

11. Complaints

11.1 To the extent permitted under mandatory law, Rimor makes no warranties regarding the products to be delivered by it. The Customer understands and accepts that the products delivered by Rimor are perishable natural products that have a limited shelf life.

11.2 Complaints regarding products delivered or services provided must be reported in writing to Rimor within a reasonable period after the alleged shortcoming has been discovered or could reasonably have been discovered, accurately stating the nature and extent of the complaints, failing which the Customer shall be deemed to have unconditionally accepted the products or services.

11.3 In the case of complaints regarding the number of products delivered, the provisions of paragraph 2 of this Article mean that the Customer must complain immediately after receiving the products. Failing this, the quantities stated in respect of the relevant delivery on the waybills, delivery notes or similar documents shall be deemed to have been recognized as correct by the Customer.

11.4 In case of visible defects concerning the delivered products, the provisions of the second paragraph of this article mean that the Customer must complain as soon as possible, but at the

latest within one week after receipt of the products. Failing this, the Customer shall be deemed to have unconditionally accepted the products.

11.5 In the event of a complaint, the Customer is obliged to keep the products about which he complains, stored separately at Rimor's disposal. The Customer is furthermore obliged to cooperate with any investigation by Rimor or a third party engaged by Rimor. If the complaint is declared well-founded, the costs of the investigation shall be for Rimor. If the complaint is declared unfounded, the costs shall be borne by the Customer.

11.6 Returning products is permitted only with Rimor's prior written consent, under conditions to be determined by Rimor. If the products are returned without Rimor's consent, shipment and storage of the products will take place at the expense and risk of the Customer.

11.7 If Rimor is of the opinion that a complaint regarding delivered products is well-founded, it will only be obliged to make a new delivery of products as soon as possible, without the Customer being entitled to compensation.

11.8 This Article leaves the operation of Article 7(e) in full force and effect.

12. Liability

12.1 Neither Rimor nor the persons engaged by Rimor shall be liable to the Customer, the Company or third parties in any way whatsoever for damage caused by acts carried out by such persons within the formal scope of their powers or otherwise related to or arising from the work on behalf of the Customer and/or the Company, without prejudice to liability for damage caused by intent or gross negligence on part of Rimor or the persons engaged by Rimor.

12.2 Furthermore, the Customer indemnifies Rimor and the persons designated by Rimor for any liability of Rimor and/or these persons towards third parties related to or arising from acts of Rimor and/or these persons performed within the formal scope of its powers or otherwise related to its activities on behalf of the Customer, unless this liability is caused by wilful intent or gross negligence of Rimor or persons engaged by Rimor.

12.3 Liability as referred to in the preceding paragraphs of this Article shall include liability to pay tax assessments, contributions or any other payment due or to become due by the Customer's business.

12.4 Neither Rimor nor any persons engaged by Rimor shall be liable for any failure to perform or to perform in a timely manner the obligations under the Agreement due to force majeure, see also Article 10.

12.5 Any liability of Rimor is limited to the amount of the invoice amount of the assignment concerned. In the case of assignments with a lead time exceeding six months, this liability is further limited to a maximum of the invoice amount for the last six months.

12.6 Any claim for damages lapses if it is not submitted in writing to Rimor within 1 year after delivery of the products.

12.7 Both Rimor and the Customer shall carefully comply with all obligations to which they are subject under the applicable laws and regulations, and the parties shall mutually indemnify each other against third-party claims in this regard.

13. Intellectual property rights and confidentiality

13.1 All rights in the products, including copyrights, trademark rights, patent rights and all other intellectual property rights, are vested in Rimor and/or its licensors.

13.2 All information provided by Rimor to the Customer, including all information regarding Rimor's products and services as well as documentation provided, is considered confidential information.

The Customer shall at all times:

(a) keep it strictly confidential and not disclose or reveal it to third parties unless the Customer is required to do so under a court order or order of a regulator;

(b) use it only for the purpose for which the confidential information was provided.

14. Recall

14.1 The Customer undertakes to assist Rimor in carrying out any 'product recall'. In this regard, the Customer also undertakes to keep adequate files of its sales activities and customers for at least a period of 2 years after the date of sale for traceability purposes. The files shall contain at least information on sales dates, sales numbers, batch numbers and batch specifications and any other information that may be necessary in the context of a possible product recall.

15. Disputes

15.1 Unless otherwise agreed in writing, all agreements concluded with Rimor shall be governed by Belgian law.

15.2 All disputes between parties domiciled in the European Union shall be tried by the competent court in Rimor's domicile.

15.3 All disputes between parties of which 1 party is located outside the European Union will be settled in accordance with the Judicial Code, Part VI, "Arbitration". The arbitral tribunal will consist of one arbitrator, and the place of arbitration will be in Maasmechelen, Belgium.