

GENERAL TERMS OF TRADE
Kompania Piwowarska S.A. having its registered office in Poznań
Revision: 25 May 2018

§ 1. GENERAL PROVISIONS

1. These General Terms of Trade (hereinafter referred to as: “**GTT**”), upon the placement of an order by Kompania Piwowarska S.A., having its registered office in Poznań, ul. Szwajcarska 11, 61-285 Poznań, entered into the register of entrepreneurs of the National Court Register maintained by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, under number KRS 0000086269, NIP: 646-03-25-155, REGON: 270546630, having a share capital of PLN 31,365,217.50, paid up in full (hereinafter referred to as: “**KP**”) (pursuant to further provisions of these GTT) shall become part of a binding contract between KP and a legal person, natural person or organizational unit without legal personality, conducting economic or professional activity on its own behalf, which submitted a bid to KP for the supply of goods or services (hereinafter referred to as: “**Supplier**”). KP and the Supplier shall hereinafter be referred to jointly as: “**Parties**” and individually a “**Party**”.
2. By starting business with KP the Supplier shall fully accept the provisions of the GTT. These General Terms of Trade including any attachments and/or annexes given to the Supplier (together with the GTT or separately) shall form the legal basis to do business with KP in terms of supplying goods or services.
3. All references related to supplies, as well as obligations connected with the supply and stipulated in the GTT should be also understood as related to the manufacturing of goods, if the Supplier’s bid or order shows that the Supplier is the manufacturer of goods.
4. Neither the sending of the GTT by KP to the Supplier, nor agreement by the Supplier to use the GTT, shall not by itself establish a contractual relationship between the Supplier and KP, in particular shall not form the basis of a claim for the Supplier to conclude a contract.
5. Without prejudice to exceptions provided in subsequent provisions of the GTT all activities performed by the Parties to conclude a contract or place an order, and preceding the conclusions of a contract or placement of an order, are made at the Party’s own cost and risk, and the performance of the same shall not form the basis in itself for a claim for the payment for their performance or for reimbursement of expenses.

§ 2. SUBJECT OF THE ORDER

1. The Supplier shall deliver goods or supply services hereinafter referred to as: the “**Subject of an Order**” or (depending on the context) “**Subjects of Orders**”, as per KP’s orders placed in written form or by email, otherwise being null and void.
2. The Supplier shall manufacture the Subjects of Orders in conformity with the current norms and regulations. The Supplier is also obliged to provide all attestations and certificates required in connection with the performance of orders.
3. The Supplier represents that it knows and approves of the way KP makes use of (uses) the Subject of the Order, as well as of the way of warehousing (storing) the Subject of the Order. Should there be any restrictions related to the use or warehousing of the goods or of using the services that form the Subject of the Order then the Supplier shall notify KP about that in the bid. Lack of such information shall mean there are no restrictions in the use or warehousing of the goods and the use of services that form the subject of the bid.
4. The Supplier shall manufacture the Subjects of Orders exercising due diligence pursuant to KP instructions (in particular data included in the Invitation to Tender), and using all its know-how and qualifications. The Supplier represents that it has relevant know-how and experience required to manufacture the Subjects of Orders and to perform other obligations resulting from the orders.
5. The Supplier represents that the goods (Subject of an Order):
 - a) shall be new, complete, and functional;
 - b) shall meet latest technical requirements in its industry;
 - c) shall be of top quality;
 - d) shall meet all requirements related the conformity assessment or other quality requirements specified in current legal regulations;
 - e) shall be fit for use in accordance with its intended use.

§ 3. PLACEMENT OF ORDERS

1. Orders shall be placed in writing or using email, otherwise being null and void.
2. The provision stipulated in paragraph 1 shall apply respectively to bids (i.e. documents submitted by Suppliers in response to an earlier Invitation to Tender made by KP and preceding the placement of an order by KP). A Supplier’s bid shall each time specify the expiry date of the bid, i.e. period during which KP can place an order. The bid validity period shall be not shorter than 60 days. If the bid does not give a validity period then it is assumed that the validity period is 60 days.
3. Lack of response to an order within 48 hours from its placement shall be deemed as acceptance of the order, unless the order specifies a different period for an expected response. Hours taking place on Saturday, Sunday and other

public holidays on the territory of the Republic of Poland shall not be taken into account. With reference to an order placed after the bid validity period, a lack of response to the order shall be understood as rejection of the order.

4. KP has the right to place an order subject to alterations of the bid.
5. The means of communication provided for in paragraph 1 above to place orders shall also apply to other notifications, approvals, and other activities of the Parties provided for herein, except for the issue and delivery of VAT invoices, which may be issued and delivered to KP in electronic form on the condition of concluding a separate contract on the receipt of VAT invoices in electronic form.

§ 4. DELIVERY TERMS

1. The Supplier shall deliver the goods (Subject of an Order) at its own cost and risk to the place specified on the order within a non-negotiable deadline specified on the order. The delivery of goods shall take place on the terms DAP Incoterms 2010 (place specified by KP), unless the Parties agree otherwise.
2. The legal title to the Subjects of Orders and risk of loss of the Subjects of Orders shall be transferred to KP upon signing the receipt report by KP, unless the Parties agree otherwise.
3. Should the goods prepared for collection or delivery fail to meet the conditions or rules described herein, KP reserves the right (at its discretion) to refuse or change the date of the collection / receipt of goods and to charge the Supplier with additional costs KP incurred in connection with the situation. KP's rights specified in the previous sentence are without prejudice to the rights given in other provisions of these GTT.
4. The place of the supply of services (Subject of an Order) shall be determined according to rules specified in appropriate legal regulations.

§ 5. SUPPLIER'S ADDITIONAL OBLIGATIONS

1. The Supplier shall place goods on one-way, certified EUR type pallets.
2. The Supplier shall observe the manner of packing goods agreed to with KP (quantity of goods in primary and secondary packaging, quantity of goods on a pallet). Any change to the agreed way of packing can take place only in justified cases at KP's permission.
3. Depending on what constitutes the Subject of an Order the Supplier shall additionally:
 - a) secure the premises on which work, forming the Subject of an Order, is performed, in accordance with health and safety regulations, fire prevention regulations, and work discipline regulations in effect at the premises belonging to KP;
 - b) observe sanitary and hygiene regulations in effect at food industry plants;
 - c) observe environment protection regulations and the Act on Waste;
 - d) observe health and safety and fire prevention regulations;
 - e) dispose of waste in accordance with KP's internal regulations and in accordance with legal regulations in force;
 - f) equip Supplier's employees and subcontractors present on the premises belonging to KP in work clothes bearing Supplier's visible name and logo, as well as reflective stripes;
 - g) during the course of the works, keep order on the premises where works covered by the Subject of an Order are being carried out, and tidy the worksite after completion of the works. Failure to comply with this obligation entitles KP to order the tidying up of the worksite to another entity at the cost and risk of the Supplier, following an earlier written demand to the Supplier to tidy up the worksite and setting for this purpose a deadline not shorter than 5 days;
 - h) agree with KP dates of possible shutdown of KP equipment in order to perform the Subject of an Order, and also carry out works covered by the Subject of an Order in such a manner as to limit as much as possible the efficiency of KP plant;
 - i) hand-over to KP – not later than before KP commences final acceptance – technical documentation related to the Subject of an Order in paper and electronic form in the Polish language.
4. The Supplier shall deliver – at KP's request – all documents required by KP in connection with KP's anti-fraud procedure, including a certificate of absence of tax arrears.

§ 6. TERMS OF PAYMENT

1. In consideration for the performance of orders KP shall pay the Supplier remuneration in the amount and currency agreed to on orders placed in writing or using email – otherwise being null and void.
2. Should the Parties agree that the value of remuneration and payment is in a foreign currency, and if the Supplier is a Polish tax resident, then the value of VAT shall be given on the VAT invoice in foreign currency and additionally in PLN, after converting the value of VAT from the foreign currency into PLN according to NBP's average daily exchange rate for the given foreign currency, determined in accordance with the rules applying to the goods and services tax (VAT).
3. If the Supplier is not a Polish tax resident, then together with the first invoice issued in a given year the Supplier shall deliver to KP an original copy of the Supplier's current certificate of fiscal residence. If the Supplier does not deliver a certificate of fiscal residence together with the invoice, KP has the right to withhold any payments until such certificate is delivered, or make payments after deducting 20% withholding tax.

4. The remuneration specified on orders shall include all and any costs incurred by the Supplier (including its subcontractors) in connection with the performance of the order, including in particular: costs of preparing production/ services, costs of logistics, costs of non-returnable packaging.
5. The remuneration shall be paid each time by bank transfer into the Supplier's account within 90 days from delivering valid and justified VAT invoices to KP (or bills, if the Supplier is not a payee of VAT).
6. The basis for issuing a VAT invoice is the acceptance report, signed by both Parties, as stipulated in § 7 paragraph 6 of these GTT.
7. The remuneration shall be paid after signing the acceptance report confirming the performance of the delivery / supply of services, unless the Parties agree otherwise. If it is agreed that a part of remuneration or full remuneration is paid as a prepayment, within 7 days of receipt of the prepayment the Supplier shall confirm the fact of its receipt by issuing a prepayment invoice. The prepayment shall be made on the condition that KP receives an unconditional, irrevocable, payable at first demand bank guarantee, to ensure the reimbursement of the aforementioned prepayment. The bank guarantee referred to in the previous sentence should be sent via a SWIFT message to KP's (Beneficiary's) bank: BANK: Bank Handlowy w Warszawie S.A., ul. Senatorska 16, 00-923 Warszawa, Poland, SWIFT: CITIPLPX, IBAN: PL 16 1030 1508 0000 0005 0059 0009. The costs of notification of the guarantee at KP's bank shall be paid by the Supplier – option OUR in the SWIFT message.
8. If the Subject of an Order is the delivery of goods including assembly performed by the Supplier or another entity working on behalf of the Supplier, it shall be considered that the Subject of an Order has been delivered only after the completion of the assembly and the signing by both Parties of a final acceptance report confirming the above fact. All payments made before the signing of the final acceptance report shall be deemed to be prepayments. As regards the issue of invoices, the provisions set out in paragraphs 6 and 7 shall apply.
9. The Parties agree that a properly issued VAT invoice is a document drawn according to current legal regulations, containing all data and elements required by current legal regulations, in accordance with the conditions of the transaction in question, and additionally containing: a relevant Purchase Order (PO) number (assigned by KP's SAP system), as well as the full name of the person who raised such a PO; also, the following elements used by KP: name and code (item number) of the service or description of a specific service as per the individual and applicable PO, specification of units of measure as per the applicable PO; serial numbers (in the case of goods with serial numbers); numbers of documents on the basis of which the individual and applicable VAT invoice was issued; place of supplying the applicable service.
10. The Supplier shall issue VAT invoices in such a way that proper PO numbers are assigned to individual items.
11. If invalid VAT invoices are delivered, KP may withhold the payment until the Supplier provides appropriate documents (issues a correcting invoice).
12. The day of debiting KP's bank account shall be deemed the payment date.
13. The Parties shall deem that the date of delivering an individual VAT invoice to KP is the day on which it is received by KP's mail room at KP's registered office, i.e. in Poznań, ul. Szwajcarska 11, 61-285 Poznań, Poland, unless the Parties have a separate agreement on the receipt of VAT invoices in electronic form.
14. If in the course of performing an order a piece of work/license is created whose copyright exceeds PLN 3500.00 net, then the Supplier shall notify KP in advance, and the value of such right shall be separated from the aforementioned fee, and given as a separate item on the VAT invoice.
15. Assignment of Supplier's rights and obligations to a third party (both all rights and liabilities, only rights, or only liabilities, as well as selected rights, or selected liabilities) resulting from an order (including specifically: assignment of debt to a bank, assignment of warranty obligations to third parties, even entities affiliated with the Supplier or ones which have a relevant contract with the Supplier) requires earlier written permission from KP, otherwise being null and void.
16. The costs of bank transfers of KP's bank shall be paid for by KP. The costs of intermediary banks and costs of Supplier's bank shall be paid for by the Supplier – option SHA in the SWIFT message.

§ 7. ACCEPTANCE

1. Within 14 days from the date of the delivery of any batch of goods or performance of a service KP reserves the right to carry out acceptance.
2. The acceptance of the batch of goods shall be made in terms of patent defects (quality acceptance). In particular, defects which are apparent "at first sight", without the need for a careful examination, and without the use of appropriate measurement or test instruments, shall be deemed to be "patent defects". Should KP identify any patent defects of goods or defects of services then KP shall notify the Supplier about that within 21 days from the date of delivery of the batch of goods related to the complaint or the performance of services (or a batch thereof). With respect to defects which are not patent defects ("latent defects"), it is agreed that KP is not limited as far as when they are discovered (i.e. it is sufficient if they are discovered during the warranty period), and KP shall have 3 months to notify the Supplier about their discovery.
3. If the Subject of an Order is the delivery of goods including assembly performed by the Supplier or another entity working on behalf of the Supplier, the acceptance may apply only to the whole Subject of an Order, i.e. acceptance shall take place not earlier than after the completion of the assembly of the goods. KP shall not allow partial acceptances in this respect.
4. If the Subject of an Order is a construction service, for which the Parties agreed partial settlements taking place after the completion of each subsequent stage of the Subject of an Order, the acceptance shall take place after the completion of each stage (partial acceptance), and after the completion of the whole project (final acceptance), each

of which forms basis to issue a VAT invoice. Payments made on the basis of the above shall not be deemed as prepayments.

5. Quantity acceptance of goods shall take place on the date of delivery.
6. Acceptances specified in the preceding paragraphs shall be confirmed by an acceptance report signed by the Parties.
7. Should KP find quantity shortages or quality defects in all or part of the Subject of an Order (patent or latent defects), including inconsistencies against specifications approved by the Parties, KP has the right (at its discretion) to:
 - a) demand replenishment of any shortage in the quantities or rectification of the shortcoming in the quality of the Subject of an Order;
 - b) demand repair of defective goods or replacement of defective goods with ones which are fault-free;
 - c) demand proper performance of services;
 - d) demand reduction or return of remuneration for the faulty part of the Subject of an Order, in accordance with the best assessment of the value of the defective goods, i.e. ratio of the value of ordered fault-free goods to the received defective goods (in the case of goods which are completely or significantly defective, making them unfit, in KP's opinion, for the intended use, upon the return of faulty goods);
 - e) withdraw from the order in full or part. The time period for the right to withdraw for KP shall be 12 months from the quantity acceptance date.
8. If KP demands replenishment of the shortage in quantity or rectification in the shortcomings in quality, the repair of defective goods or proper performance of service, then the Supplier shall present a detailed way of performing the demand and obtain from KP relevant approval beforehand; effecting a repair without approval specified above can result in a conclusion that the complaint related to goods or services was not addressed.
9. If in part of the Subject of an Order a quality defect is identified which raises reasonable suspicion that the said defect can exist in the whole Subject of an Order during the warranty period, KP has the right to file a complaint against the whole Subject of an Order, also pertaining to the part in which until the day of complaint no faults were identified.
10. The Supplier shall address the product or service complaint within 14 days from the date of reporting it, unless the Parties agree a different deadline. By addressing a complaint the Parties understand: written or email acceptance of the complaint by the Supplier, and agreeing with KP the way to make good the complaint, and making good the complaint accordingly. With respect to the demand of reducing remuneration, acceptance of the complaint shall be also understood as: confirmation of a reduction of the remuneration, the issue of an applicable correcting invoice, and return of applicable part of the remuneration (if it was paid to the Supplier).
11. Any behavior by the Supplier that does not show clear acceptance of the complaint within 14 days from reporting it (including: Supplier's silence, failing to share KP's opinion in full or even in part), shall be treated as rejection of the complaint which authorizes KP to take measures provided in subsequent regulations of the GTT.
12. Should the complaint be not addressed or improperly addressed, according to the provisions of these GTT, KP has the right to order a third party to perform a substitute repair or substitute performance at the Supplier's cost and risk.
13. Any costs connected with complaints related to goods or services, in particular logistical costs, shall be at the account of the Supplier.
14. Until the Supplier has addressed the complaint KP has the right to withhold payment of remuneration for the Subject of an Order to which the complaint applies.
15. The Parties agree that the day of acceptance shall be the day of collecting a fault-free Subject of an Order. In particular, this means that goods or services after exercising warranty rights shall be subject to the acceptance procedure with all consequences (including payment terms).

§ 8. WARRANTY

1. The Supplier shall give KP a 2-year warranty for the goods (Subjects of Orders) related to their quality (patent and latent defects) from the date of signing an acceptance report (confirming quality acceptance), unless the Parties agree a different warranty period, save, that the submission of a justified complaint shall suspend the running of the warranty period until such complaint is addressed. The suspensive effect of the running of the warranty period specified in the previous sentence takes place regardless whether the Supplier accepts the complaint or not. This means that the submission of a complaint within an applicable period shall fulfill the condition of KP meeting the time under which a claim may be made, rather than the Suppliers' performance of obligations under the warranty.
2. The warranty shall be extended by any period used for warranty repairs.

§ 9. CONTRACTUAL PENALTIES

1. If there is a delay in the performance of Subjects of Orders against the dates agreed on orders or if there is a delay in addressing a complaint against the date stipulated herein or agreed to in an order, or if there is a delay in remedying defects or faults – occurring during the provided warranty period – compared to the dates specified in the GTT, KP has the right to charge the Supplier with a contractual penalty at 1% of gross remuneration applicable to that part of the Subject of an Order to which the delay applies for each started day of delay. The provision given in the preceding sentence shall be also applied to a situation where the complaint is unreasonably rejected, and the contractual penalty is calculated from the day following the last day on which the complaint should have been addressed according to subparagraph § 7. The “performance of Subjects of Orders”, as mentioned in the first sentence, is understood as acceptance of Subjects of Orders on the terms stipulated in the GTT and taking into account agreed logistics terms and conditions.

2. Should the Supplier breach any of the obligations stipulated in § 5 paragraph 3, the Supplier shall pay a contractual penalty of PLN 500.00 per each and every aforementioned breach.
3. If the value of loss (losses) suffered by KP exceeds the value of contractual penalties specified by the GTT the payment of contractual penalties mentioned hereinabove does not prevent KP from seeking complementary damages under general provisions of the law (including, e.g. seeking reimbursement from the Supplier of costs incurred by KP in connection with the Supplier's defaulting on the performance of the Subject of an Order). The assertion of only one claim or selected claims against the Supplier by KP shall not constitute a waiver of any other claims.
4. In the event of late payments the Supplier has the right to charge statutory interest for any delays.

§ 10. CONFIDENTIALITY

1. KP and the Supplier shall maintain – for a period of 5 years from the date KP places an order – strict confidentiality of all confidential information obtained in connection with the business, and shall not disclose such information without written permission from the other Party to any third parties. Confidential information shall be deemed to be also information obtained during negotiations.
2. The confidentiality shall not apply to entities affiliated with KP by equity, or entities affiliated with the Supplier by equity, and also cases where the obligation to disclose confidential information stems from mandatory rules of the law, and if the disclosure of information is related to the recovery of debt from the other party.
3. In order to meet the confidentiality obligation the Parties are obliged to ensure appropriate and safe storage of documentation which includes confidential information.

§ 11. INSURANCE

During the course of performing the Subject of an Order the Supplier shall maintain an insurance policy covering third party liability insurance for the carrying out of works covered by the Subject of an Order for a total amount that meets KP's requirements. The Supplier shall produce a copy of the insurance policy including confirmation of paying the premium at KP's request, within 7 days from the day of receiving such request.

§ 12. PERSONAL DATA PROTECTION

1. The Controller of personal data of sole traders or civil-law partnership shareholders being processed for the purposes of a contract concluded with or an order performed for KP is Kompania Piwowarska S.A. having its registered office in Poznań, ul. Szwajcarska 11, 61-285 Poznań, Poland.
2. The Controller appointed a Data Protection Officer whom you can contact on all matters connected with the protection of your personal data. You can contact the Data Protection Officer by sending your query by email to: rodo@asahibeer.pl or to the Controller's address: ul. Szwajcarska 11, 61-285 Poznań, Poland.
3. Personal data shall be processed:
 - a) to the extent required to perform a contract / order, in accordance with Article 6 (1) point (b) of the Regulation of the European Parliament and of the Council (UE) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (hereinafter referred to as "GDPR"), and;
 - b) in order to meet tax and settlement obligations in accordance with Article 6 (1) point (c) of the GDPR, and;
 - c) for legitimate interests related to the marketing of own services and products of KP, in accordance with Article 6(1) point (f) of the GDPR, and;
 - d) for legitimate interests related to determining, seeking or defending claims, in accordance with Article 6(1) point (f) of the GDPR.
4. Personal data shall not be disclosed to data recipients without explicit permission of people the data apply to, unless the disclosure obligation results from separate provisions of the law.
5. Personal data will not be provided to any third country, nor to any international organization.
6. Personal data shall be processed for no longer than required to properly perform the goals stipulated in paragraph 2 above. After that period personal data shall be deleted.
7. Any person referred to in paragraph 1 above has the right to:
 - a) demand from KP access to personal data, and the right to correct, delete, or limit the processing of data, the right to object to the processing of data, and the right to transfer data;
 - b) lodge a complaint with the Data Protection Authority, if the person deems that the processing of the person's personal data is in breach with the regulations on the protection of personal data.
8. The provision of personal data is a precondition to conclude and perform a contract / order. Persons specified in paragraph 1 above are obliged to provide data, failure of which shall result in the inability to perform a contract/order.
9. The scope of processed personal data covers data to the extent required to perform the purposes stipulated in paragraph 2 above.
10. The processing of data shall not be used for automatic decision making, including profiling, as set out in Article 22(1) and (4) of the GDPR.
11. KP does not intend to process data for other purposes than given in paragraph 2 above.

§ 13. FINAL PROVISIONS

- 5 -

1. Within the limits prescribed by mandatory rules of the law the invalidity of any part of the GTT shall not influence the validity of its remaining parts. If the above happens the Parties shall replace such provisions with other, valid provisions, resulting in the same commercial effect.
2. Any reference to Supplier's bids or proposals shall not mean the acceptance of any terms or amendments comprised in such documents, unless there is explicit approval in orders.
3. The Supplier shall be at all times fully liable for any actions or omissions of all its employees, co-employees, and subcontractors (including shipping companies) in connection with the performance of contracts/orders and provision of other obligations under the GTT. Any representations made by the Supplier shall apply also to the above persons. Persons specified in the first sentence must not file claims against KP. Should any claims be raised against KP by such persons the Supplier shall indemnify KP from such claims.
4. Addresses for service of any correspondence (in written form, using post) to the Parties shall be the addresses of registered offices given in the tender and in the order. Should there be a change in the address of the registered office or should a different mailing address be chosen than the one stipulated in the foregoing sentence then each of the Parties shall forthwith notify the other Party by registered mail to that effect. If this obligation is not fulfilled any correspondence sent to the address stipulated in the first sentence shall be deemed duly delivered after 7 days from the date of leaving the second advice slip (in the case of correspondence sent by Polish Post).
5. Any matters not regulated by the GTT shall be governed by relevant provisions of the Polish law, including the regulations of the Civil Code.
6. At KP's request, for the purpose of performing the orders, on the basis of the GTT the Supplier shall sign a contract with KP (framework agreement or detailed one for the production of goods / supply of service).
7. Should there be contradictions in documents specifying mutual obligations between KP and the Supplier the following document priority shall be observed:
 - a) KP's order;
 - b) detailed contract between KP and the Supplier;
 - c) framework agreement between KP and the Supplier;
 - d) KP's General Terms of Trade.
8. Any disputes between KP and the Supplier shall be settled by the Polish common court having jurisdiction over the registered office of KP.
9. KP, in the course of its business follows its Suppliers' Code of Conduct, Anti Bribery Policy, Health and Safety Policy, and Sustainable Development Strategy. Any Supplier / Customer / Trading Partner when doing business with KP is aware of KP's approach to doing business and undertakes that in the course of the Supplier's / Customer's / Trading Partner's business it shall exercise similar conduct (in compliance with guidelines described in the aforementioned documents). Detailed information on the Suppliers' Code of Conduct, Anti Bribery Policy, Health and Safety Policy, and Sustainable Development Strategy are available on KP's web site: <http://www.kp.pl/>.