

1 DEFINITIONS

- 1.1 In these Conditions, unless the context otherwise requires, all capitalised terms have the following meanings:
- Affiliate** means, with respect to a legal entity, any other legal entity which is from time to time a Subsidiary or Holding Company of that entity or a Subsidiary or Holding Company of any such Holding Company;
- Anti-Corruption Laws** means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations;
- Applicable Laws** means any applicable law, statute, treaty, rule, regulation, code or other pronouncement having the effect of law, including data protection laws, competition laws and laws relating to trade sanctions, and including those of the countries, states and localities in which the relevant Party operates, and the Anti-Corruption Laws;
- Change of Control** means Supplier undergoing a change of Control, or the assignment or transfer by Supplier to any third party of all or the majority of that part of its business involved in the performance of the Contract;
- Conditions** means these terms and conditions as they may be amended from time to time;
- Confidential Information** means: (a) any information or data of a sensitive and/or confidential nature (including personal data within the meaning of applicable law) in any form and via any medium, concerning Customer and its Group, and their respective businesses (including employees, customers and suppliers) that is disclosed or made available directly or indirectly to Supplier, whether before or after the date of the Contract; (b) notes, reviews, analyses, reports and any other information derived from any of the information described in (a) above; (c) trade secrets; and (d) the Contract;
- Contract** means the contract between Customer and Supplier for the supply of the Products and/or Services in accordance with these Conditions;
- Control** means, in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person: by means of the holding of shares, or the exercise of voting powers, in relation to that or any other body corporate; or by virtue of any powers conferred by the constitutional or corporate documents regulating that or any other body corporate or any other document;
- Customer** means Carlsberg Supply Company AG;
- Customer Materials** means all data, materials and equipment supplied by or on behalf of Customer to Supplier;
- DDP** means Delivered Duty Paid Incoterms 2010;
- Defective Products** means any Product that does not comply with Clause 6.1 at the time of delivery or at any time during the Warranty Period, and **Defect** will be construed accordingly;
- Deliverables** all documents, products and materials developed by Supplier or its Representatives as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
- Force Majeure Event** means the following, to the extent that they are outside the Affected Party's control and are not reasonably foreseeable and cannot reasonably be avoided or overcome by the Affected Party: (a) acts of God, floods and natural disasters; (b) trade sanctions; (c) acts of terrorism; (d) general strikes, lock-outs and labour disputes (excluding a Supplier or subcontractor strike, lock-out, or labour dispute or any industrial action by Supplier's or a subcontractor's employees); and (e) civil commotion, riots and acts of war;
- Group** means the relevant Party and its Affiliates;
- Holding Company** means a company which Controls another company;
- Insolvency Event** means a Party: (a) ceasing or threatening to cease to trade (either in whole, or as to any part or division involved in the performance of the Contract); (b) becoming or being deemed insolvent; (c) being unable to pay its debts as they fall due; (d) having a receiver, administrative receiver, administrator or manager appointed over the whole or any part of it or its assets or business; (e) making any composition or arrangement with its creditors or having an order or resolution made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction); or (f) taking or suffering any similar or analogous procedure, action or event in consequence of debt in any jurisdiction;
- Intellectual Property Rights** means any rights, title and interest in patents, trade marks, service marks, trade and business names, rights in design, utility models, copyright, database rights, know-how (including trade secrets and Confidential Information) and any other similar right, in each case whether registered or unregistered;
- Losses** means all losses, liabilities, fines, charges, damages, actions, costs, fees and expenses, and interest and penalties;
- Party** means Supplier or Customer;
- Prices** means the prices for the Products and/or Services set out in the relevant Purchase Order;
- Products** means the products set out in the relevant Purchase Order;
- Product Specification** means the descriptions, functionality and technical requirements and specifications provided from time to time by Customer and any implied functionality or requirements under Applicable Law or which are reasonably to be expected for the type of product, for the type of supplier or by Customer;
- Purchase Order** means an order for the Products and/or Services submitted by Customer;
- Representatives** means, in respect of a Party, any officer, director, employee, consultant, agent, sub-contractor of such Party or any entity in its corporate group or any other party acting on their behalf;
- Services** means the services, including the Deliverables, supplied by Supplier to Customer as set out in the Services Specification;
- Services Specification** means the description or specification for the Services provided in writing by Supplier to Customer and approved by Customer;
- Supplier** means the person from whom Customer purchases the Products and/or Services;
- Subsidiary** means a company in respect of which another company has Control;
- Warranty Period** means: (a) in respect of Products or replacement Products, thirty months from the time of delivery or twenty four months from the date that they were first taken into use, whichever is shorter; or (b) in respect of repaired Products, twenty four months from the time of the repair.

1.2 Unless otherwise stated any reference to writing or written in these Conditions includes e-mail but not fax.

2 PURPOSE AND SCOPE

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 Supplier waives any right to rely on any term delivered with or contained in any documents of Supplier.
- 2.3 These Conditions apply to the supply of Products and Services unless otherwise specified.
- 2.4 Supplier is not an exclusive supplier of the Products or Services, and Customer has no obligation to purchase any Products or Services from Supplier.
- 2.5 Supplier undertakes to treat Customer as a key customer of Supplier with the highest priority for service, production and delivery. Supplier further undertakes to maintain a competitive position towards Customer and guarantees always to offer competitive prices as well as other commercial terms and conditions.

3 SUPPLY

- 3.1 Supplier shall supply, in accordance with these Conditions, such Products and/or Services as Customer may order.
- 3.2 Supplier warrants that it has, and shall maintain in force, all licences, permissions, authorisations, consents and permits needed to manufacture and supply the Products and Services in accordance with these Conditions.

4 FORECASTS

4.1 Forecasts given by Customer do not constitute Purchase Orders, are indicative only and are not binding.

5 ORDERS

- 5.1 Supplier shall send to Customer a specific order confirmation for each Purchase Order confirming Supplier's receipt and acceptance of the same without amendment, no later than two days after Supplier receives a Purchase Order and in any event before shipment of the ordered Products or commencement of performance of the ordered Services (**Order Confirmation**).
- 5.2 A Purchase Order is not binding on Customer until Customer receives an Order Confirmation. Customer may cancel or amend a Purchase Order prior to receiving the relevant Order Confirmation without incurring any liability to Supplier. Customer may amend a confirmed Purchase Order if Supplier agrees and, in such case, the Parties shall send an amended Purchase Order and Order Confirmation, respectively.

6 PRODUCT QUALITY

- 6.1 Supplier shall ensure that the Products: (a) conform to the Product Specification; (b) are of satisfactory quality and fit for any purpose held out by Supplier or made known to it; (c) are, on delivery and during the Warranty Period, free from defects in design, material and workmanship; and (d) comply with all Applicable Laws.

7 PRODUCTION

- 7.1 Customer may inspect and test: (a) the Products at any time before their delivery and (b) the production and the quality assurance systems of Supplier and any sub-supplier. Supplier shall remain fully responsible for the Products despite any such inspection or testing and any such inspection or testing will not reduce or otherwise affect Supplier's obligations or Customer's rights under the Contract.
- 7.2 If following any inspection or testing Customer considers that the Products do not, or are unlikely to, comply with Supplier's quality obligations in Clause 6.1 Customer shall inform the Supplier and Supplier shall immediately take such remedial action as is necessary to ensure compliance. Customer may conduct further inspections and tests after Supplier has carried out its remedial actions.
- 7.3 Supplier shall provide samples of the Products for testing if required by Customer.

8 DELIVERY

- 8.1 Supplier shall deliver the Products DDP (unless otherwise specified) to the address and at the time stated in the relevant Purchase Order.
- 8.2 Supplier shall inform Customer immediately upon shipment of the Products.
- 8.3 Supplier acknowledges the critical importance of timely deliveries to effective and efficient production and logistics within Customer's Group. Supplier shall deliver the Products within two days of Supplier's receipt of a Purchase Order or such other time period as may be specified in the Purchase Order.
- 8.4 Supplier shall use solid export packaging appropriate for the protection of the Products during delivery and bear all handling and other transport costs associated with each delivery.
- 8.5 Delivery of the Products will not be deemed to have taken place until Customer has received the complete volume of the Products (without Defects) at the specified place of delivery.
- 8.6 Unless otherwise agreed, Supplier shall not deliver the Products: before the agreed delivery time; outside the opening hours of Customer as notified to Supplier; or successively. Customer may reject any such attempted delivery without incurring any liability.
- 8.7 If a delivery or part of a delivery is delayed, including as a result of a Force Majeure Event, Supplier shall, as soon as it becomes aware of such delay, immediately inform Customer in writing, stating the reason for and expected duration of the delay, and the revised delivery date (**Delay Notice**).
- 8.8 On receipt of a Delay Notice, or if a delivery or part of a delivery is delayed, Supplier shall automatically be deemed to be in default with such delivery, without further notice by Customer.
- 8.9 On receipt of a Delay Notice, or if there is any un-notified delay in delivery: (a) Supplier shall obtain the Products from another plant of Supplier or via a third party supplier approved in writing by Customer (such approval not to be unreasonably withheld), in either case without any increase in the Price or any delay in the original delivery date. If Supplier is not able to or does not promptly confirm timely supply from another plant or a third party supplier, Customer may without any liability cancel the relevant Purchase Order in whole or in part and purchase relevant quantities of the Products from a third party supplier on commercially reasonable terms for as long as the delay continues. Unless the delay is due to a Force Majeure Event, Supplier shall reimburse Customer, on first demand, for any extra cost incurred by Customer as a result. For the avoidance of doubt, the quantities purchased by Customer from a third party supplier under this Clause 8.9 will count towards any volume rebate under the Contract; or (b) Customer may reject any attempted delayed delivery of the Products and Supplier shall reimburse any monies paid by Customer in relation to such delivery.
- 8.10 Without prejudice to Customer's rights in Clause 8.9, if a delivery or part of a delivery is delayed, Supplier shall pay to Customer compensation equal to 10% of the net invoice value of the delayed Products for every commenced day of delay until actual delivery of those Products (whether by Supplier or a third party), up to a maximum of 100% of such value.
- 8.11 Customer's rights and remedies under this Clause 8 are in addition to, and do not limit, any other rights and remedies under the Contract or at law.

9 TITLE AND RISK

- 9.1 Title to and risk in the Products will pass from Supplier to Customer upon delivery of the Products in accordance with Clause 8.5.
- 9.2 Supplier shall deliver the Products free from any third party rights and title reservations, and with full title guarantee.

10 ACCEPTANCE AND DEFECTS

- 10.1 Supplier acknowledges and agrees that Customer is relying on Supplier's quality assurance systems and that, therefore, Customer is not obliged to inspect or take samples of the Products on or after delivery, except that Customer shall, without prejudice to any of its rights under the Contract or at law, carry out a routine check of the outermost packaging of the Products delivered to it for readily apparent defects or shortages.
- 10.2 Supplier shall immediately inform Customer in writing about any actual or anticipated Defects affecting the Products at any time. Further, Supplier shall not knowingly deliver Defective Products without Customer's prior written approval. Any such approval will not be construed as an acceptance of the Defect and will be without prejudice to Customer's rights and remedies under the Contract or at law.
- 10.3 If any Products are or become Defective Products, Customer shall give written notice to Supplier within three months of the Defect being notified to, or discovered by, Customer and, without limiting any other right or remedy that Customer may have under the Contract or at law: (a) Customer may reject those Products and: (i) require Supplier to repair or replace the Defective Products, at Supplier's risk and expense, within forty eight hours of being requested to do so; or (ii) return the Defective Products to Supplier or destroy them, at Supplier's risk and expense, and require Supplier to repay the Price of the rejected Products in full (whether or not Customer has previously required Supplier to repair or replace the rejected Products); or (iii) obtain substitute products from a third party supplier on commercially reasonable terms, or have the Defective Products repaired by a third party, and Supplier shall reimburse Customer for the costs it incurs in doing so; and (iv) claim damages for any other Losses resulting from Supplier's delivery of Defective Products; or (b) accept the Products subject to a proportional reduction in the Price to reflect the reduction in value caused by the Defect.
- 10.4 If, in accordance with Clause 10.3, Supplier replaces or repairs a Defective Product, a new Warranty Period will apply.
- 10.5 If a Defect causes a delay in delivery of any Products, or there is a delay due to potentially Defective Products being repaired, all Customer's rights and remedies in Clause 8 will apply.
- 10.6 During the Warranty Period, Customer may raise claims related to Defects at any time, without regard to any statutory examination or notification requirements.

11 SUPPLY OF SERVICES

- 11.1 Supplier shall, from the date set in the Purchase Order or otherwise specified by Customer, and for the duration of the Contract, provide the Services to Customer in accordance with the terms of the Contract.
- 11.2 Supplier shall meet any performance/delivery dates for the Services specified in the Service Specification, Purchase Order or otherwise notified to Supplier by Customer.
- 11.3 In providing the Services, Supplier shall: (a) co-operate with Customer in all matters relating to the Services, and comply with all reasonable instructions of Customer; (b) perform the Services with the best care, skill and diligence in accordance with best practice in Supplier's industry, profession or trade; (c) use personnel who are suitably skilled and experienced and in sufficient number to ensure that Supplier's obligations are fulfilled in accordance with the Contract; (d) ensure that the Services and Deliverables conform with the Services Specification, and that the Deliverables will be fit for any purpose expressly or impliedly made known to Supplier by Customer or implied by law; (e) ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Customer, will be free from defects in workmanship, installation and design; (f) observe all health and safety rules and regulations and any other security requirements that apply at any of Customer's premises including the Carlsberg Group Health and Safety Requirements, the latest version of which is available at <https://www.carlsberggroup.com/who-we-are/about-the-carlsberg-group/integrated-supply-chain/>; (g) hold Customer Materials in safe custody at its own risk, maintain them in good condition until returned to Customer, and not dispose of or use them other than in accordance with Customer's written instructions or authorisation; (h) where it provides any advice to Customer, use all reasonable skill and care including making all reasonable enquiries prior to making any recommendations; and (i) not do or omit to do anything which may cause Customer to lose any licence,

- authority, consent or permission on which it relies for the purposes of conducting its business or which adversely affects Customer or its Group's reputation.
- 11.4 If Supplier fails to perform the Services in accordance with the Contract, Customer will, without limiting its other rights or remedies under the Contract or at law, have one or more of the following rights: (a) to terminate the Contract with immediate effect by giving written notice to Supplier; (b) to refuse to accept any subsequent performance of the Services which Supplier attempts to make; (c) to recover from Supplier any costs incurred by Customer in obtaining substitute services from a third party; (d) where Customer has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by Supplier on demand; and (e) to claim damages for any costs, loss or expenses incurred by Customer which are, in any way, attributable to Supplier's failure.
- 11.5 These Conditions will extend to any substituted or remedial services provided by Supplier.
- 12 PRICE**
- 12.1 Subject to Clause 12.2, Customer is not obliged to pay any costs or charges in excess of the Prices.
- 12.2 The Prices are exclusive of VAT. Customer shall, on receipt of a valid VAT invoice from Supplier, pay to Supplier such additional amounts as are due in respect of VAT.
- 12.3 If VAT is charged in error, Supplier shall issue a valid VAT credit note or amended VAT invoice, correcting the VAT amount.
- 12.4 Where the Price is agreed to be on a time and material basis, Supplier shall invoice Customer monthly in arrears for its charges, costs and expenses for the month concerned. All costs and expenses must be approved in writing in advance by Customer and all receipts for the same sent with the relevant invoice. Customer shall not reimburse any costs or expenses that Supplier cannot evidence with a valid receipt. Supplier's invoice must be itemised with details of each task, the charges and how they are calculated.
- 13 PAYMENT**
- 13.1 Supplier shall submit invoices in accordance with Customer's written instructions and in any event not prior to the date of delivery of the relevant Products or completion of the relevant Services.
- 13.2 Customer shall pay each invoice issued by Supplier within ninety three days from the end of the month in which such invoice is dated unless the amount in question is disputed in accordance with Clause 13.3. For the avoidance of doubt, Customer is not obliged to pay for incomplete or delayed supplies of Products or Services, or for Products or Services that do not otherwise comply with the Contract.
- 13.3 Where any part of any invoice issued under the Contract is disputed by Customer in good faith, Customer shall pay any undisputed element of such invoice and notify Supplier of its reasons for disputing the amount. Customer is not obliged to pay any sum (or interest on such sum) that it disputes in good faith until such sum has been agreed in writing or determined to be properly due to Supplier.
- 13.4 Customer may set-off any amount due and payable by Customer to Supplier under the Contract against any amount due and payable by Supplier to Customer which is not disputed in good faith.
- 14 INTELLECTUAL PROPERTY**
- 14.1 Supplier warrants and undertakes to ensure that the supply and use of the Products and Services does not and will not infringe any Intellectual Property Rights of any third party.
- 14.2 Customer may, free of charge, use all Intellectual Property Rights related to the Products, and may transfer or sub-license these rights to other companies within Customer's Group. Supplier hereby assigns to Customer, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the results of the Services including the Deliverables.
- 14.3 Any Customer Materials incorporated into the Products or used to provide the Services will remain the property of Customer or its licensor, as the case may be, and Supplier shall not re-use the same in products or services for third parties, unless it has obtained Customer's prior written authorisation, and shall return them to Customer upon expiry or termination of Contract.
- 14.4 Intellectual Property Rights created in connection with the Contract with the contribution of Customer will automatically and without payment of further consideration be transferred to Carlsberg Breweries A/S or another company as instructed by Customer. Supplier shall execute any documents and take any other actions as may reasonably be required by Customer to give full effect to this Clause.
- 15 INDEMNITY**
- 15.1 Supplier shall indemnify Customer and its Group against all Losses (including any direct, indirect or consequential losses, or loss of production, profit or reputation) suffered or incurred by Customer or a member of its Group arising out of or in connection with: (a) any claim made against Customer or a member of its Group for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Products or Services; and (b) any (actual or threatened) claim made against Customer or a member of its Group by a third party for death, personal injury or damage to property arising from the supply of Defective Products or Deliverables by Supplier.
- 15.2 Supplier shall indemnify Customer and its Group, against all Losses, and in particular the following losses, arising from Customer, in its sole discretion, carrying out a product recall due to Defective Products (all of which will be deemed to be direct losses): (a) the value of the liquid and the packaging; (b) any other production cost; (c) the cost of transportation of the Defective Products back to a company in Customer's Group; (d) the cost of storage and scrapping the liquid and packaging; (e) applicable alcohol taxes that could not be re-claimed from the authorities; (f) fines and fees; (g) the cost of providing information to the public about the recall; and (h) reasonable legal costs and similar.
- 16 LIABILITY AND LIMITATION**
- 16.1 Each Party is responsible for all acts or omissions of its Representatives in connection with the Contract.
- 16.2 Customer may recover any loss suffered by any member of Customer's Group as a result of any breach of the Contract by Supplier as if such loss had been suffered by Customer.
- 16.3 Nothing in these Conditions excludes or limits either Party's liability for fraud, wilful default, gross negligence, death or personal injury caused by its negligence, any breach of any terms or implied obligations as to title or any liability which cannot be excluded or limited by law.
- 16.4 Except as otherwise set out in these Conditions, neither Party will have any liability whether in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss or damage howsoever caused and whether such loss or damage was foreseeable or in the contemplation of the Parties.
- 16.5 Except as otherwise set out in these Conditions, nothing in this Clause 16 limits or excludes a Party's liability under any indemnity in the Contract.
- 17 INSURANCE**
- 17.1 Supplier shall, during its performance of the Contract and for a period of three years afterwards, maintain in force with reputable insurance companies (with a financial rating of at least Standard & Poor's BBB or an equivalent) adequate worldwide insurance to cover Supplier's potential liability under the Contract.
- 17.2 Supplier shall ensure that any sub-contractors also maintain adequate insurance having regard to Supplier's obligations under the Contract.
- 17.3 In the event Customer claims on its insurance due to Supplier's breach of the Contract, Supplier shall reimburse Customer on demand for any deductible which Customer is obliged to cover under that insurance.
- 18 CONFIDENTIALITY**
- 18.1 Supplier undertakes at all times (before, during and after the performance of the Contract): to keep secret and confidential the Confidential Information and not to, directly or indirectly, use, copy or disclose, or authorise or permit the use, copying or disclosure of the same or any part thereof except in connection with, and to the extent necessary for, the fulfilment of its obligations under the Contract and not to use or exploit the Confidential Information in any other way whatsoever.
- 18.2 Upon request, or upon expiry or termination of the Contract, Supplier shall destroy and erase, to the extent possible, all Confidential Information then in its possession or control.
- 18.3 Supplier undertakes (except as may be required by law) not to disclose that Customer is a customer or client of Supplier or use Customer's name or brand in any promotion, marketing, announcement or otherwise, without Customer's prior written consent.
- 19 RECORDS, AUDITS AND INSPECTIONS**
- 19.1 Supplier shall maintain during its performance of the Contract and for a reasonable period thereafter full and accurate books and records relating to its performance of the Contract and all sums paid or payable under it.
- 19.2 At the request of Customer, Supplier shall allow Customer or its Representative (**Auditing Party**) access to its premises to enable the Auditing Party to audit the books and records referred to in Clause 19.1 and take copies and audit Supplier's compliance with the Supplier and Licensee Code of Conduct.
- 19.3 Supplier shall give the Auditing Party access to all relevant records and materials, and such other assistance, as may be reasonably requested by the Auditing Party for the purposes of carrying out an audit or inspection.
- 19.4 In addition to the above: (a) prior to the first supply of Products or Services by Supplier to Customer, Customer or its Representatives may conduct a pre-assessment audit of Supplier and Supplier's facilities to ensure Supplier's compliance with the Supplier and Licensee Code of Conduct and Applicable Laws; and (b) at Customer's request from time to time, Supplier shall conduct a self-assessment in writing on areas defined by Customer and share this information in a secure web-based database (e.g. SEDEX). If Customer determines a follow-up audit is necessary, Supplier shall cover all related costs.
- 20 TERMINATION**
- 20.1 Without affecting any other right or remedy available to it, a Party may terminate the Contract by giving written notice to the other Party: (a) with immediate effect if the other Party commits a material breach of the Contract which is irremediable or if such breach is remediable fails to remedy that breach within a period of thirty days after being notified in writing to do so; (b) with immediate effect if the other Party is subject to an Insolvency Event; (c) in accordance with Clause 22.2.
- 20.2 Without affecting any other right or remedy available to it, Customer may terminate the Contract with immediate effect by giving written notice to Supplier if: (a) Supplier is subject to a Change of Control; (b) Supplier breaches Clause 18 or 25; (c) Supplier or a member of Supplier's Group becomes the object of negative publicity in such a way that it would, in the reasonable opinion of Customer, put at risk or damage the good name and/or reputation of Customer or any member of Customer's Group or their products; or (d) a plant of the Supplier is rated "not approved" during a quality audit by Customer irrespective of the reason.
- 21 CONSEQUENCES OF TERMINATION**
- 21.1 Termination of the Contract will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination and which existed at or before the date of termination.
- 21.2 The expiry or termination of the Contract for any reason, will not affect the coming into force or the continuation in force of any of its provisions which expressly or by implication are intended to come into force or to continue in force thereafter.
- 22 FORCE MAJEURE**
- 22.1 If either Party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be liable for any failure or delay in the performance of its obligations. Unless otherwise stated in these Conditions, the time for performance of such obligations will be extended accordingly.
- 22.2 The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 22.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than thirty days, the other Party may terminate the Contract by giving thirty days written notice to the Affected Party.
- 23 ASSIGNMENT**
- 23.1 Except as otherwise set out in these Conditions, neither Party shall assign, novate, sub-license, mortgage or otherwise transfer in whole or in part any of its rights and/or obligations under the Contract without the prior written consent of the other Party.
- 23.2 Customer may assign, novate, sub-license, mortgage or otherwise transfer in whole or in part any of its rights and/or obligations under the Contract to another member of its Group.
- 24 SUB-CONTRACTING**
- 24.1 Supplier may sub-contract the performance of any of its obligations under the Contract without the prior written consent of Customer.
- 24.2 Supplier remains responsible to Customer for the performance and observance of all its obligations under the Contract and for the consequences of any acts or omissions of its sub-contractors arising in connection with the Contract.
- 25 COMPLIANCE**
- 25.1 Supplier warrants and undertakes that, in connection with the Contract, it will comply with all Applicable Laws.
- 25.2 In connection with the Contract, Supplier shall not, and shall procure that its Representatives will not give, offer, promise to give or authorise, directly or indirectly, any financial or other advantage to another person in violation of, or that would cause Customer or its Representatives to be in violation of, Anti-Corruption Laws.
- 25.3 Supplier warrants and represents that it shall promptly complete any third party screening questionnaires or documents of Customer, and that its responses to the same, including any warranties given therein, will be complete and accurate.
- 25.4 Supplier shall at all times comply with the Carlsberg Group's Supplier and Licensee Code of Conduct from time to time in force, available at <https://www.carlsberggroup.com/who-we-are/about-the-carlsberg-group/integrated-supply-chain/> (**Supplier and Licensee Code of Conduct**).
- 25.5 In relation to the Contract, each Party shall comply with all applicable sanctions, import, re-import, export, and re-export control laws and regulations. Neither Party will be required to undertake any activity pursuant to the Contract that would violate any Applicable Laws.
- 26 GENERAL**
- 26.1 **Further Assurance:** The Parties shall execute and deliver all such further documents, and take all such further actions, as may be reasonably required to give full effect to the matters and transactions contemplated by the Contract.
- 26.2 **Waiver:** The failure of either Party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to the Contract will not constitute a waiver of such term or right and will in no way affect that Party's right later to enforce or to exercise it. A waiver of any right or remedy under the Contract or by law is only effective if given in writing.
- 26.3 **Rights and Remedies:** The rights and remedies of the Parties under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 26.4 **Entire Agreement:** The Contract contains all the terms agreed between the Parties regarding its subject matter and supersedes and replaces any prior agreement, understanding or arrangement between them, whether oral or in writing.
- 26.5 **Severability:** Each provision of the Contract is severable and distinct from the others.
- 26.6 **Third Party Rights:** Except as otherwise set out in these Conditions, no rights will be conferred under the Contract on any person other than the Parties, and no person other than the Parties will have any right to enforce any term of the Contract.
- 26.7 **Notices:** All notices and other communications required to be given under the Contract must be in writing and may be delivered by email, provided that any notice given pursuant to the termination, variation or waiver clauses of these Conditions is only valid if delivered by hand, registered post (or similar) or courier to the intended recipient's registered office or principal place of business, and delivered FAO: Legal Dept. Any such notice will be deemed to be received on delivery if delivered by hand or courier, or three days after dispatch if sent by registered post (or similar).
- 26.8 **Data Protection:** Customer collects and processes contact details, transaction history, payment details, employment information, and other necessary personal data, about Supplier 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, Supplier's data may be shared with other Customer Group companies, service providers, suppliers or business partners within and outside the EU/EEA. Supplier'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. Customer's privacy policy can be found at <https://carlsberggroup.com/privacy-policy/>. At any time, Supplier 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@carlsberg.com. If Supplier has any complaints about Customer's processing of its personal data, Supplier may contact its local data protection authority.
- 27 GOVERNING LAW AND JURISDICTION**
- 27.1 The Contract and all non-contractual obligations arising from or connected with the Contract will be governed by and construed in accordance with Swiss law.
- 27.2 The Convention on the International Sale of Goods does not apply to the Contract.
- 27.3 The Parties submit to the exclusive jurisdiction of the courts of the Canton of Zürich to resolve any disputes save that the Parties may commence injunctive or enforcement proceedings in any court of competent jurisdiction.