

General Terms and Conditions of Supply**1. Scope**

These General Terms and Conditions of Supply shall be applicable to the products supplied by Hartwall Ltd (Oy Hartwall Ab) ("the Supplier") to its customer ("the Customer"), unless the parties have otherwise agreed in writing.

2. Supply and Delivery

The delivery shall be made in accordance with the Supplier's delivery schedule. The Supplier shall be entitled to charge a minimum delivery fee as per the Supplier's price list effective at each time and/or postpone the delivery to the following scheduled date, should the order to be delivered be less than EUR150 (VAT 0%). The Supplier shall not be liable for any possible direct or indirect damages of the Customer due to late or early delivery. The Customer shall be liable for ensuring that the products delivered are to be sold/distributed by the duly licensed reseller/distributor indicated in the purchase order. The Supplier shall not be obliged to deliver products to the Customer, if the Customer has not paid its invoice(s) by the due date, or, if its financial or other status has substantially changed.

3. Sales Price

The sales price shall be subject to the Supplier's price list effective at each time. Unless otherwise agreed in writing, the terms of payment shall be seven (7) days net from each invoice date. The more specific terms of payment shall be indicated in the invoices. Should the Customer not comply with the terms of payment, it shall pay an annual interest of delay at the rate of sixteen (16) percent of the delayed payment for the period after the due date until the Supplier has received the payment. Should the Customer be in default, the Supplier shall be entitled to deduct/set off the accumulated rebates (including but not limited to discounts, marketing contributions) from/against the Customer's debt.

4. Defect

Should the delivery be defected in any way, the Customer shall inform the Supplier immediately, and no later than eight (8) days from the delivery, of such defect and the evidence thereof. The Supplier is, at its sole discretion, entitled to repair the defect or replace the product/delivery. The Customer shall not be entitled to demand a delivery, if the circumstances have altered in such a manner that substantially changes the ratio of the parties' original obligations. The Supplier's total liability for defect is limited to the said repair or replacement above, and it shall have no obligation for compensating any possible direct/indirect damages to the Customer.

5. Termination of Agreement

The Supplier is entitled, at its sole discretion, to terminate the agreement with immediate effect if the Customer has not paid its invoice by the due date, it has otherwise breached the agreement, or its financial or other status has changed. The Supplier shall not be obliged to deliver products to the Customer, if the Supplier deems it may be subject to a credit risk.

6. Transfer of Agreement

The Customer shall not be entitled to transfer this Agreement partly or wholly to any third party without a written approval of the Supplier. Should the Customer transfer the agreement to a third party without the said approval, it constitutes a breach of an agreement, and the Supplier shall be entitled to e.g. terminate the agreement with immediate effect.

7. Change in Ownership and/or Business

The Supplier shall be entitled to terminate the agreement with immediate effect or at the time of change, if the ownership of the Customer or the Customer's business is substantially changed. The Customer is obliged to inform the Supplier of this kind of a change immediately, and no later than eight (8) days from the said change.

8. Force Majeure

The Supplier shall not be obliged to perform and fulfill its duties under this agreement, if one of the following circumstances prevents its performance or makes it unreasonably difficult to be carried out: strike, lockout, fire, war, mobilization, export/import restrictions, lack of transport equipment, winding up production, general shortage of goods, breakdown or any other circumstance beyond the control of the Supplier. Additionally, if fulfilling the duties would include unreasonable sacrifices by the Supplier in comparison with the benefits to the Customer, the Supplier shall not be obliged to fulfill its duties under this agreement. The Supplier shall not be liable for any damages due to this non-fulfillment and it may terminate the agreement with immediate effect.

9. Confidentiality

The party shall, during the term of this agreement and thereafter, maintain the other party's confidential information/material in strict confidence and refrain from using such information/material for any other purpose than for the agreed purpose.

10. Dispute Resolution

Any dispute arising between the parties from or in connection with the agreement shall be finally settled in the District Court of Helsinki according to the Finnish law.

11. Entry into Force

This agreement shall enter into force when the Customer's credit application and financial guarantee(s) have been approved by the Supplier and, if the Customer is not licensed for retail sale and/or serving of (alcoholic) beverages at the time of signing this agreement, when the said licenses have been acquired.

General Terms and Conditions for Sales Equipment**1. Scope**

These General Terms and Conditions for Sales Equipment shall be applicable to the sales equipment of Hartwall Ltd (Oy Hartwall Ab) ("the Supplier") when the said sales equipment ("the Equipment") is at its customer's ("the Customer") disposal, unless the parties have otherwise agreed in writing.

2. Right to Use and Commissioning

The Supplier shall grant to the Customer a right to use the Equipment indicated in the agreement after it has been delivered by the Supplier or its authorized representative for the Customer's disposal ("the Commissioning").

3. Service Fee and Payment

The Customer shall pay a service fee for the Equipment to the Supplier in accordance with the Supplier's price list effective at each time. The Supplier shall invoice the service fee monthly, at the beginning of each month following the use. Unless otherwise agreed in writing, the terms of payment shall be seven (7) days net from each invoice date. Should the Customer not comply with the terms of payment, it shall pay an interest of delay according to Section 3 of the General Terms and Conditions of Supply ("the GTC"). The Supplier shall be entitled to deduct/set off its monetary obligations according to Section 3 of the GTC, and, to terminate this agreement or suspend its obligations under it according to Section 2 and 5 of the GTC.

4. Preparation Work and Related Costs

Should there be a need for work related to HVAC or plumbing, pipes, or, other preparation or construction work at the Customer's premises due to the Equipment and its installation, this work shall be at the Customer's responsibility and cost. The Customer shall also be liable for other related costs for using the Equipment, including but not limited to, costs of electricity, water and ventilation.

5. Maintenance, Repair and Liability for Damage

The Supplier or its authorized maintenance/repair service provider shall be responsible for continuous maintenance of the Equipment, and for repairing any defects or malfunction thereof, provided the Customer has informed the Supplier or its authorized maintenance/repair service provider without delay. The Supplier shall not be liable for any damage while the Equipment is at the Customer's use/control, or, for any loss of sales, damage of goods or other indirect or direct damage due to Equipment's malfunction or error.

6. Liability for the Equipment

The Customer shall handle and use the Equipment in compliance with the Supplier's instructions and be liable for any damage caused to the Equipment by willful misconduct, undisputed negligence or handling against instructions, by the Customer, its staff or other than the Supplier or its authorized maintenance/repair service provider. The Customer shall not modify the feature or function of the Equipment. Should the Equipment include extract or beer tanks, or, bottles of carbonic acid, and that or any other Supplier's property is destroyed or disappeared, the Customer shall be liable for compensating the purchase value of a new identical item to the Supplier.

7. Insurance

The Supplier shall be responsible for insuring the Equipment. The Customer shall be responsible for any other insurance(s). The liability for insurance commences at the Commissioning and terminates when the agreement has been terminated and the Equipment is returned.

8. Transfer of Tenure or Agreement

The Customer shall not be entitled to lend or lease out the Equipment to any third party, or, to behave in such a manner in connection with the Equipment which could cause harm or damage to the Supplier. The Customer is not entitled to transfer or remove the Equipment, or, transfer the agreement thereof, without the prior written approval of the Supplier.

9. Products of the Equipment

The Equipment shall be used only for products indicated in the Supplier's price list and supplied to the Customer by the Supplier.

10. Force Majeure, Confidentiality and Dispute Resolution

The relevant Sections of the beverage trade agreement shall apply to the force majeure, confidentiality and dispute resolution of this agreement.

11. Entry into Force

This agreement shall enter into force at the Commissioning at the latest, and shall be in force until further notice, unless otherwise agreed in writing. For avoidance of any doubt, the service fee shall be payable as of the Commissioning, at the earliest.

12. Agreement Termination

The relevant Sections of the beverage trade agreement shall apply to the termination of this agreement. The Customer shall be responsible for returning the Equipment immediately after such termination to the Supplier in good condition, taking into account normal wear and tear.