

General terms of sales

Bottlers Group A/S

These General Terms of Sale ("Agreement") are entered into by Bottlers Group ("BG") and any Customer/Client ("CU"). This Agreement shall apply as an integral part of every transaction between the Parties concerning an agreement for the supply of products, unless the provisions of this Agreement have been departed from in writing in the agreement entered into.

1. Legal position of the Parties

1.1 Customer

The CU shall act as a buyer in his own name and on his own account.

1.2 Exclusivity

Unless an agreement to the contrary has been made, BG may enter into other and similar agreements with a third party for the sale of the same or similar products in this field as well as in other fields as stated in the agreement.

1.3 Intellectual property rights

The CU will use BG's trademarks (word marks and shape marks) and any other signs serving as identification of BG and only for the marketing and sale of BG's products.

2. Payment and prices

All prices agreed upon between the CU and BG shall be stated in Euro inclusive of packing and exclusive all current taxes and special taxes/duties imposed on the products, if any. Unless an agreement to the contrary has been made in writing, the prices stated are ex work. BG can change already agreed prices as a consequence of BG's own internal cost increases or because of increases in external costs, irrespective of whether BG has the possibility to influence these cost increases or not. The terms of payment are net 14 (fourteen) days. On BG's demand the CU can be asked to make pre-payment, provide a guarantee or accept letter of credit. In case of late payment BG may charge a default interest corresponding to 1.5% per each month or part of a month. BG may also charge a reminder fee and similar fees. In case of overdue payment, any discount agreed shall be annulled without further notice.

3. Products

The Agreement comprises all the products included in the agreement. The Agreement also comprises future products which are released in replacement of or as further development of existing products. These replacing products shall be included in the Agreement at the same prices already agreed upon in the agreement. On demand BG may include in the agreement future products or services which are complementary to and naturally associated with the existing products in the agreement. In such cases BG shall set the prices of such new products/services in accordance with already established prices and in accordance with market conditions.

4. Warehousing

The CU has the possibility for BG to stock already bought products. If warehousing is agreed, the rental costs are charged additional to the product price. Upon cancellation or breach of contract, all warehoused products must be taken immediately unless anything else has been agreed in written form. If the contract is cancelled compensation for eventual semi-finished products in stock must be paid to BG.

Unless anything else is agreed, a warehousing period of 6 months is allowed. After 6 months, the customer is obliged to take all finished products.

5. Time of delivery and delay

Time of delivery shall be decided on a case-by-case basis. In the event of failure to observe the time of delivery, the CU may not cancel the order in question when the time of delivery has been exceeded by less than 14 (fourteen) days.

6. Defects

BG's risks regarding a consignment shall be transferred to the CU when the supply has been delivered. Within 3 (three) days after delivery has taken place, the CU shall carry out the necessary examinations with a view to finding out whether the supply is in accordance with what has been agreed upon and to notify BG accordingly. Lack of endorsement on the consignment note regarding visible transport damage or missing packages or the like shall result in the CU losing his rights in connection with defects. In all cases refer to regulations in INCOTERMS 2010.

7. Limitations of liability

BG shall never be liable for operating loss, loss of profit, loss of time, loss of interest or any other indirect losses. BG's liability to pay damages can never exceed 25,000 EUR per calendar year per Customer. BG shall not hold the CU harmless for the liability which may be imposed on the CU to the extent that said liability exceeds the limits pursuant to the provisions of this Agreement. BG shall be liable pursuant to the Product Liability Act. BG can demand that the CU accepts that an action be brought against him at the same court as the one that deals with claims for damages against BG. Furthermore, the CU shall lose his right to make claims against BG, if the CU does not give BG notice of the default in writing as soon as the CU is or should be aware that BG may be liable to pay damages.

Labels: BG can only be held responsible for quality etc. on all labels if BG's general guidelines have been followed by the CU. Guidelines are to find on www.bottlersgroup.com. BG cannot be met by any claim of content of the labels in so far as the content originate from the CU.

BG shall not be liable for the consequences for the loss of right to the spring.

8. Force Majeure

None of the Parties can be held liable for not complying with the obligation to deliver if non-compliance is due to circumstances beyond their reasonable control as a consequence of force majeure. Force majeure includes among other things natural disasters, war, civil unrest, mobilization, failure of supply of raw materials, hindrance of the access to the springs, frozen spring, break in the frost, contamination of any kind, leak on feed circuit, expropriation, no transportation possibilities, bans on imports and exports, foreign exchange controls, general lock-outs or general strikes, fire or damage of the production facilities as such. In the case of BG claiming force majeure both parties has the opportunity to terminate without further possibility to claim loss, either directly or indirectly.

9. Termination

If nothing else has been agreed an agreement of delivery over a period shall not be terminable in 1 (one) year after its formation. After 1 (one) year the agreement can be terminated by each of the Parties at 12 (twelve) months' notice to the end of a quarter. No amount of minimum sales has been laid down for CU unless an agreement to the contrary has been made. If one party commits a serious breach of an agreement between the parties, the other party may terminate the agreement immediately.

10. Assignment and amendments

The CU cannot assign any rights or obligations pursuant to this Agreement and any agreement hereunder unless previously accepted by BG. BG can change these General Terms of Sale with effect from future deliveries.



11. Governing law and venue

This Agreement entered into by the Parties shall be governed by Danish law. Disputes between the Parties shall be settled by the ordinary courts at the venue of BG. The Court in Aarhus (Retten i Aarhus) shall be the court of first instance.

The International Sale of Goods Act No. 1224 of 21 November 2014 shall not apply to the Parties. Moreover, the provisions of this Agreement shall prevail over the non-mandatory provisions of national and international law.

Edited. April , 2017