

**PERNOD RICARD FRANCE,  
GENERAL TERMS AND CONDITIONS OF SALE (EXPORT)**

**1. DEFINITIONS**

The terms defined in this document shall have the meaning ascribed to them below:

**1.1 "Agreement"** means these General T&Cs, the Purchase Order and any other special terms related thereto agreed in writing between the Parties.

**1.2 "Applicable Laws"** means all laws, regulations and administrative requirements applicable to the sale of Goods, including but not limited to, any fiscal, labelling or trade laws.

**1.3 "Client"** means the person or company placing the Purchase Order and identified as such in the Purchase Order.

**1.4 "Commercial Communication"** means any advertising or marketing communication related to the Goods regardless of the medium used (e.g. print, broadcast media, Internet, social media, etc.) and including consumer and trade promotion, merchandising and point of sale material.

**1.4 "Control"** means, with respect to a given entity, a controlling right being understood as (i) holding the ownership of the majority of the share capital or voting rights in such entity, or (ii) the power to direct the management and policies of such entity, whether as a result of holding the ownership of the majority of the share capital or voting securities of that entity, or by having the power to appoint the majority of the members of the governing bodies of the controlled entity, by agreement or otherwise.

**1.5 "General T&Cs"** means the terms and conditions set forth in this document which govern the sale of Goods.

**1.6 "Goods"** means the Pernod Ricard products to be supplied by PR to the Client in accordance with the Purchase Order and subject to these General T&Cs.

**1.7 "Intellectual Property"** means all trademarks, patent design, domain names, copyrights, inventions, trade secrets and other confidential information, registered designs, database rights, image rights, business names, trade names, moral rights, know-how, account name and/or page name and/or user name related to any social media network and all other intellectual and industrial property rights, irrespective of whether such rights are registered or not, in any country or jurisdiction, for their legal protection period, under which the Goods are produced, sold, marketed and promoted.

**1.6 "Purchase Order"** means the Purchase Order placed by the Client and submitted in writing to PR for the supply of Goods.

**1.7 "Parties or Party"** means jointly or individually PR and/or the Client.

**1.8 "PR"** means Pernod Ricard France, identified as such in the Purchase Order.

**1.9 "PR Group"** means PR, its holding company Pernod Ricard S.A. and any of Pernod Ricard S.A.'s present and future direct or indirect affiliates and subsidiaries.

**1.10 "Pricing Conditions"** means the current pricing conditions of PR for the sale of Goods which form an integral part hereof.

**1.11 "Territory"** means the territory designated by PR in which the Goods shall be sold by the Client.

**2. APPLICABLE TERMS AND CONDITIONS**

**2.1** By placing an order with PR for the supply of Goods, the Client accepts PR's offer to sell the Goods subject to this Agreement, including the Pricing Conditions. The placing of such order thus automatically carries unconditional acceptance by the Client of these General T&Cs.

**2.2** The General T&Cs cancel and replace all general conditions of sales previously in force. They exclude the general conditions of purchase or any other document of the Client, which shall only be considered accepted if PR agrees to them in writing. Any modification to the General T&Cs shall be immediately applicable, even to current Purchase Orders, upon notice given to the Client.

**3. ORDER PROCEDURE**

**3.1** Purchase Orders shall be firm and final with regard to the Client upon their receipt by PR. The Client may not cancel or amend Purchase Orders, whether in whole or in part, without the prior written consent of PR. In such a case, PR shall retain any pre-payment or deposit made by the Client, unless it is evidenced that PR is solely responsible for the cancellation.

**3.2** PR may at its sole discretion refuse or reduce a Purchase Order, notably if, for any reason whatsoever: (i) the Client has defaulted or failed to make payments, in whole or in part, regarding a current or previous Purchase Order by the agreed deadline, (ii) the Client has unilaterally set-

off or reduced the amount owed, (iii) in case of any event likely to reveal a deterioration of the Client's apparent solvency or payment difficulties, or (iv) the Client is deliberately selling at a loss.

**3.3** In order to rationalize production planning and to manage stocks economically, PR shall also have the right to refuse Purchase Orders that exceed a quarter of the volume delivered during the twelve (12) months of the calendar year preceding the concerned Purchase Order. Should several separate Purchase Orders be received within a same two-month (2-month) period, the total volume ordered during the aforesaid period may be similarly limited to a quarter of the volume delivered during the twelve (12) months of the calendar year preceding the concerned Purchase Orders. If a Purchase Order is not accepted by PR for the reasons set forth in this Clause, said Purchase Order shall be considered null and void and shall be reiterated by the Client in accordance with the foregoing provisions.

**4. TERRITORY AND EXCLUSIVITY**

**4.1** The Goods delivered to the Client are for resale in the Territory. The Client shall not sell the Goods outside the Territory or otherwise transfer the Goods to any third party located inside the Territory that the Client knows, or has reason to believe, will, either directly or indirectly, sell or otherwise transfer the Goods outside the Territory. The Client shall also make its best efforts to prevent third parties (including its own suppliers) from directly or indirectly marketing, importing or selling Goods outside the Territory. This clause is subject to the binding provisions of French law.

**4.2** The Client shall buy the Goods exclusively from PR.

**4.3** Failure to comply with this clause may lead PR to review the commercial conditions granted to the Client and/or to permanently suspend deliveries to the Client.

**5. SHIPPING AND DELIVERY CONDITIONS**

**5.1** The Goods are handed over or delivered at the place specified in the Purchase Order.

**5.2** Any indications of handing over and delivery dates or deadlines by PR are given for information purposes only. The overrunning of these dates or deadlines, for any reason whatsoever, shall not entitle the Client to cancel the sale, refuse the Goods or claim damages on grounds of PR's default.

**5.3** Where Goods are handed over to the Client or his carrier Parties must arrange an appointment at least two (2) working days before the date of the handing over.

**6. PRICING CONDITIONS**

**6.1** Each Purchase Order will be invoiced at the Pricing Conditions applicable on the day the Purchase Order is accepted by PR.

**6.2** Prices are based on current tax rates. They shall be revised immediately and automatically in the event of a change in the applicable tax rates.

**6.3** Prices and rates specified in the Pricing Conditions are given for information purposes only and are subject to modification by PR at any time upon notification to the Client.

**7. REBATES, DISCOUNTS AND ALLOWANCES**

**7.1** The Client may be granted discounts, rebates and allowances as well as bonuses or advantages, depending on the quantities ordered in a single transaction or the steadiness of its Purchase Orders.

**7.2** No discount will be granted for early payment.

**7.3** Any default or absence of payment by the agreed deadline or any set-off or unilateral deduction by the Client shall cause the defaulting Client immediately, automatically and without prior formal notice, to forfeit all rights to rebates, discounts or allowances, as well as bonuses or advantages granted but not yet paid or applied by PR.

**8. INVOICING AND PAYMENT TERMS**

**8.1** PR shall issue invoices in accordance with applicable regulations and the agreed sales. All duties, taxes, and contributions to be paid shall be invoiced at currently applicable rates.

**8.2** Unless otherwise agreed between the Parties or imposed by law or any applicable professional agreement, Goods are payable in whole and in one instalment within sixty (60) days following the issuance of the invoice, and no discount shall be granted to the Client in case of early payment.

**8.3** Bank transfer, netting (subject to the prior approval of PR) or other means of payment are considered as full and valid payment only on actual encashment.

**8.4** Any claim made by the Client with regard to the conformity of the Goods or the price indicated on an invoice shall not suspend the Client's payment obligation.

**8.5** The Client agrees that it shall be jointly and severally liable with any distinct recipient of the Goods, together with any other intermediaries, for payment of the ordered Goods, without the possibility to claim the benefit of discussion or division.

**9. FAILURE TO PAY OR LATE PAYMENT**

In the event of any default or absence of payment by the agreed deadline, the following penalties shall automatically apply: (i) late payment interest of three times the current legal interest rate; (ii) a fixed amount of 40 euros in view of the costs of recovery. PR shall also be entitled to recover any legal fees and other damages resulting from the default or absence of payment.

**10. TITLE AND RISK**

**10.1** All Goods sold shall remain the property of PR until full and valid payment of their price. This shall also apply in case of delayed payment facility granted by PR.

**10.2** The transfer of risks shall occur in accordance with the Incoterm Ex-Work (as such Incoterm is defined in the Incoterms 2020), unless otherwise agreed by the Parties.

**10.3** Consequently, in case of any failure by the Client to make a single payment by the due date, PR reserves the right, five (5) calendar days after the receipt of a formal notice to pay served by registered letter with acknowledgement of receipt which has remained totally or partially without effect, to demand immediate return of the unpaid Goods at the Client's expenses and risks and/or to claim penalties.

**10.4** The Parties agree that any stock of Goods held by the Client shall be considered as assignable to the outstanding invoices.

**10.5** PR reserves the right to recover Goods from any subsequent purchaser. Moreover, in case of resale, PR may recover the price of the Goods or any other corresponding sum against third party holders or assignees.

**10.6** As a result of the above and until full payment of their price, the Client shall (i) store the Goods in adequate conditions to preserve their integrity and (ii) have them insured at its own expenses for a sufficient amount and provide any evidence of such insurance upon PR's request.

**10.7** Where applicable, the Client shall be responsible for making any necessary declarations or claims to the shippers in the event of loss, deterioration, damage, shortfall or delay.

**11. RESCISSION/CANCELLATION**

**11.1** PR may at its sole discretion, without recourse to any formal procedure, cancel any order and rescind the sale, if: (i) the Client has defaulted or failed to make payments, in whole or in part, by the agreed deadline, (ii) the Client has unilaterally made any set-off or reduced the amount owed, or (iii) the Client has in any way failed to perform one of its obligations under the Agreement, if this failure is not entirely remedied within fifteen (15) calendar days after receipt by the Client of a formal notice to perform such obligation.

**11.2** Notice of this rescission shall be served to the Client in writing by mail or facsimile.

**11.3** At the sole discretion of PR, rescission may result in the cancellation of any other Purchase Order placed by the Client, whether already delivered or in the process of being delivered.

**11.4** In case of rescission, PR shall remain entitled to all payments already made or still owed by the Client, without prejudice to its right to additional damages and late payment interests.

**12. FORFEITURE – COMPENSATION**

**12.1** PR may, automatically and without prior notice: (i) exercise its right to cancel all agreed terms of payment, whether or not payment is already due in the event of: (a) a total or partial default of payment by the agreed deadline, (b) any set-off or unilateral deduction by the Client, and (c) more generally, any event likely to reveal a deterioration of the Client's apparent solvency, and (ii) set off the amount owed to PR in principal and interest, cost and accessory charges, with any amounts owed by PR to the Client for any reasons including credits, reimbursements, rebates or discounts.

**12.2** No payment can be set off at the sole initiative of the Client without PR's prior and written consent.

**12.3** PR will be entitled to repossess as of right any Goods in stock at the Client's premises as provided for in Clause 10 above.

**13. SUBROGATION**

In the event of a default or failure to pay by the Client, PR shall be subrogated to all of the Client's rights relating to any sums or indemnities due to the Client by any third party for whatever reason, and in particular insurance indemnities, up to the price of the unpaid Goods. The Client

undertakes to assist PR and carry out all required formalities to recover these sums or indemnities.

#### 14. INSPECTION OF THE GOODS

**14.1** The Client or a third party designated by the Client shall: inspect the Goods upon receipt (i.e. physical receipt of the Goods); verify that the Goods received comply both in quantity and quality with those invoiced; note any discrepancy, visible defect and/or damage in the deliveries on the delivery notice or the carrier's form in the presence of the carrier; and file the corresponding claims in writing with PR as soon as reasonably practicable, but no later than seventy-two (72) hours after receipt of the Goods.

**14.2** In case of transportation by sea or by air, the Client or any third-party appointed by the Client will also check at the port of destination the parcel(s) count and the physical appearance of the parcels and, as far as full container loads are concerned, verify the seal's integrity. In case of discrepancy and/or in case the seal has been tampered, the Client will notify PR in writing no later than seventy-two (72) hours after receipt of the Goods.

**14.3** If the Client fails to provide notice within the aforementioned time periods, it shall be deemed to have acknowledged that the Goods fully comply with the Agreement and irrevocably accepted them.

#### 15. WARRANTIES AND LIABILITIES

**15.1** PR makes no warranty in connection with the Goods, including no warranty as to fitness for a particular purpose.

**15.2** The Client purchases the Goods at its own risks. PR and its affiliated companies disclaim all liability for defects occurring to the Goods, and for any harm resulting from such defects. In any event, PR's liability shall be limited to the replacement of the Goods which are held to be non-compliant at the time of their delivery or handing over provided that they have not become non-compliant as a result of the Client's acts, omissions or negligence and that the Client has notified PR of the defect in accordance with Clause 14.

**15.3** Unless otherwise agreed between the Parties, PR does not guarantee the conformity of the Goods or their packaging with Applicable Laws in the Territory. The Client shall ensure that the content, packaging and marketing of the Goods comply with the Applicable Laws in the Territory. Consequently, the Client assumes full responsibility for the distribution of the Goods in the Territory and agrees to indemnify and to hold PR and any entity within the PR Group harmless against any claim resulting from non-compliance with Applicable Laws.

**15.4** The Client agrees to (i) store and ship the Goods under conditions that are not abnormal or incompatible with their nature and (ii) to strictly comply, and to ensure that its carriers, employees, agents or services suppliers comply with all Applicable Laws, in particular, regarding the transportation and sale of alcoholic beverages as well as to act in conformity with the instructions contained on the consignment notes accompanying the Goods. Consequently, the Client shall be fully liable for any breach of these rules, for any reason whatsoever, even by accident, act of God, or Force Majeure and will indemnify and hold PR harmless against any claim, whether judicial or amicable, and against any sanction or claim from administrative authorities in connection with said rules and Applicable Laws.

**15.5** The optimum limit of consumption date (expressed notably as "best before...") on the labels or packaging of some Goods indicates the period during which these Goods can be enjoyed at their best. The Client shall not market Goods if their limit of consumption date (i) has expired or (ii) is less than one month. The Client accepts full responsibility for failure to observe these dates.

**15.6** Nothing in these General T&Cs shall exclude or limit either Party's liability for (i) death or personal injury resulting from its negligence or (ii) for fraud or fraudulent misrepresentation or (iii) any matter for which it would be unlawful to exclude or restrict liability.

**15.7** Subject to Clause 15.6, under no circumstances will PR be liable for any consequential, indirect, special, punitive, treble or incidental damages or lost profits, whether foreseeable or unforeseeable, based on claims of the Client or its customers, agents, employees, directors or sub-contractors.

#### 16. INSURANCE

The Client shall, at its own expense, procure and maintain comprehensive general liability insurance with a broad form endorsement sufficient to cover all liability arising as a result of the Client's importation, promotion, distribution and/or sale of the Goods. Upon PR's request, the Client shall submit to PR a certificate of insurance certifying that it is in full force and effect. Such

insurance shall be with a reputable insurance company and shall name PR and its affiliates as additional insured or loss payees.

#### 17. FORCE MAJEURE

PR shall not be liable or deemed to be in default on account of delaying any delivery or of the performance of any act under this Agreement due to circumstances which are beyond the reasonable control of PR and that are likely to halt or reduce the production or shipping of Goods or to prevent normal sales (including but not limited to, acts of God, war, fire, riot, sabotage, floods and other natural disasters, terrorism or medical epidemics).

#### 18. ANTI BRIBERY AND ANTI MONEY LAUNDERING

**18.1** The Client shall comply at all times with any law, regulation or administrative requirement relating to contraband or counterfeit products, anti-corruption, anti-bribery, anti-terrorism, conflicts of interest, economic sanctions and anti-boycott applicable to the Client or PR including but not limited to the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the French Loi Sapin II Law of 2016 (collectively, the "Anti-Bribery Laws").

**18.2** The Client shall not directly or indirectly make any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment to any person, private or public, whether in money, property or services to (i) obtain favourable treatment or to secure any contracts, agreements or commitments, (ii) maintain favourable treatment or any contracts, agreements or commitments secured or (iii) obtain special concessions or maintain special concessions already obtained, in each case, in violation of any of the Anti-Bribery Laws.

**18.3** The Client shall comply with all laws concerning money laundering and related activities applicable to the Client or PR (the "Anti Money-Laundering Laws"). None of the payments between the Client and PR shall be the product of or derived from unlawful activities and none of the Client's activities shall cause the Client or PR to be in violation of the Anti-Money-Laundering Laws.

**18.4** Should the Client or its directors, officers, employees, subcontractors or agents fail to comply with this provision, or should PR determine in good faith or have good reasons to suspect that the Client is engaging, or has engaged in a conduct that violates, or may place PR at risk of liability under the Anti-Bribery Laws or the Anti-Money-Laundering Laws, PR reserves the right to immediately cease all activity with the Client without any compensation.

#### 19. INTELLECTUAL PROPERTY

**19.1** PR and any entity within the PR Group shall retain exclusive ownership of the Intellectual Property.

**19.2** Any Commercial Communication that the Client may wish to make shall be pre-approved in writing by PR.

**19.3** PR represents and warrants to the Client that it has full authority to permit the use of the Intellectual Property in the Territory by the Client in accordance with this Agreement. The Client acknowledges that nothing in this Agreement shall be construed as giving the Client any license, right, title, or interest in or to any of such Intellectual Property. Furthermore, the Client acknowledges and accepts that the Intellectual Property and related goodwill are of substantial value to the PR Group and agrees not to undertake any action that results or may result in a reduction of such value or in an invalidation of the Intellectual Property or of a part thereof, or that adversely affects or may affect PR Group's rights or abilities to sell, distribute, or promote the Goods and utilize the Intellectual Property worldwide.

**19.4** The Client undertakes not to, directly or indirectly, register anywhere, in any way, any Intellectual Property or any other similar intellectual property right, whether currently registered or not. The Client shall ensure that any third party it may have engaged in connection with the distribution of the Goods and the performance of the Commercial Communications will also comply with the provisions set forth in this Clause 19 and, in particular, will refrain from registering any Intellectual Property.

**19.5** The Client hereby undertakes to ensure that all materials that may be created by the Client, its employees and subcontractors in the frame of the Agreement, shall become the sole property of the PR Group.

**19.6** The Client shall not alter, in any manner whatsoever, the labels, bottle dress (trade dress), shipping cases or boxes used in association with the Goods and shall not remove, dilute, modify, ad-mix or otherwise tamper with the contents of Goods bottles or other containers prior to sale and shall not refill or re-use such bottles for any purpose.

**19.7** The Client shall immediately notify PR, in writing, of any apparently illegal, deceptive, unfair or fraudulent use or infringement of the Intellectual Property by a third party of which it is aware in the Territory.

#### 20. CHANGE OF CONTROL / OWNERSHIP

**20.1** In the event of a change of Control of the Client, which in the reasonable opinion of PR impairs the Client's ability to perform this Agreement to its full potential, PR may in its sole discretion cease all activity with the Client immediately.

**20.2** The Client shall inform PR immediately of any change of Control, any change in its organization or method of doing business that might be expected to affect the performance of its duties and obligations under the Agreement.

#### 21. CONFIDENTIALITY

**21.1** Each Party shall at all times keep secret and confidential all information received, by any means and on any support, from the other Party in connection with the purchase and sale of the Goods, including but not limited to, information concerning these General T&Cs, any Purchase Order and supplementary conditions related thereto. In particular, the Client undertakes to keep strictly confidential any of PR's or PR Group's trade secrets, business plans, sales and marketing strategy, new products developments, customer and supplier information, inventories, financial data, internal business processes, Intellectual Property, know-how, or any other information or documentation of commercial value in relation thereto or declared or presented as confidential by PR (the "Confidential Information").

**21.2** The provisions of Clause 21.1 shall not apply to information that: (i) is required to be disclosed by the receiving Party to comply with applicable laws, court orders or governmental regulations, provided that the receiving Party takes reasonable and lawful actions to avoid and/or minimize the degree of such disclosure; (ii) can be shown to have already been known by the receiving Party (as demonstrated by written records in the possession of the receiving Party); (iii) is in the public domain through no act of such Party in contravention of the provisions of Clause 21.1; or (iv) is independently developed by the receiving Party without reference to the previously disclosed Confidential Information.

**21.3** On termination of the Agreement for any reason the receiving Party shall immediately cease use of and deliver to the other Party all tangible materials relating to the Confidential Information including all copies of all relevant documents whether in paper or electronic form in the possession of the receiving Party.

#### 22. PERSONAL DATA

It is acknowledged and agreed that in the course of managing the commercial relationship, of supplying the Goods, of providing the services PR shall process Client's personal data. At any time, the Client can exercise his right of access, rectification, erasure, restriction, portability, objection or withdraw your consent at any time without affecting the lawfulness of processing based on your consent before withdrawal by contacting PR at [contact-rqpd@pernod-ricard.com](mailto:contact-rqpd@pernod-ricard.com). The Client also has a right to lodge a complaint with the Supervisory Authority : Commission Informatique et Liberté. For more information, please consult our Online Privacy Policy : <https://www.pernod-ricard.com/en/download/file/fid/10234/>

#### 23. CORPORATE RESPONSIBILITY

**23.1** The PR Group has been committed, for many years, to promoting responsible consumption of its brands as well as responsible purchasing conditions for its consumers. In this respect, PR encourages its distributing partners to raise their employees' and the public's awareness to responsible drinking and, in particular, to adopt and implement appropriate measures necessary to effectively enforce the prohibition on sales of alcoholic products to persons below the legal purchase age under the Applicable Laws and to prevent the sale of alcoholic products to visibly intoxicated consumers.

**23.2** The Client and any person or company with whom the Client conducts business relations in respect to the sale of the Goods shall conduct its business in a socially responsible and ethical manner. In particular, the Client warrants to PR that it complies with all applicable requirements in terms of labour laws and social security, employment rights, human rights and fundamental freedoms, and will abide by the provisions of international labour conventions, particularly the eight Fundamental International Labour Organisation Conventions with regard to trade union rights, equality of treatment and equal remuneration, the abolition of forced labour and the elimination of child labour.

#### **24. MISCELLANEOUS**

**24.1** This Agreement constitutes the entire agreement between the Parties and, unless otherwise agreed between the Parties, supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**24.2** If one or several provisions of these General T&Cs are deemed to be void or unenforceable as a result of a provision of law or regulation or following a final decision from a competent jurisdiction, all other provisions shall remain fully enforceable.

**24.3** No failure or delay by either Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

**24.5** This Agreement and the rights, duties, and obligations hereunder may not be assigned, sublicensed, sub-contracted or delegated by any Party without the prior written consent of the other Party. Notwithstanding the foregoing, PR may assign or sublicense its rights or delegate its duties hereunder to any entity within the PR Group, without the Client's consent.

#### **26 GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, formation, execution or termination (including non-contractual disputes or claims) shall be governed by and construed in accordance with the French laws and shall be submitted to the exclusive jurisdiction of the courts of Marseille, France.