

# AB InBev UK Limited: Standard Terms & Conditions of Sale

## 1 Definitions and Interpretation

- 1.1 In these terms and conditions, the following expressions shall have the following meanings:
- 1.1.1 **"AB InBev Code of Conduct"** means the code of business conduct issued by Anheuser-Busch InBev NV/SA, which can be found at [www.ab-inbev.co.uk](http://www.ab-inbev.co.uk), and any other such codes that may be referred to in this code of business conduct and provided to Buyer by Seller from time to time.
  - 1.1.2 **"AWRS"** means the Alcohol Wholesaler Registration Scheme pursuant to HMRC's Excise Notice 2002
  - 1.1.3 **"Buyer"** means the person or company and, where relevant, its partners, directors, employees, officers, agents or sub-contractors (or any person holding themselves out as such), who makes any order for the Goods which is accepted by Seller;
  - 1.1.4 **"Conditions of Sale"** means the standard terms and conditions of sale set out in this document;
  - 1.1.5 **"Consumer"** means a person who purchases the Goods from Buyer or Secondary Buyer for their own consumption
  - 1.1.6 **"Containers"** means all containers of whatever kind in which the Goods are supplied to Buyer together with, where the context provides, "Equipment";
  - 1.1.7 **"Contract"** means any and all contracts between Seller and Buyer for the sale and purchase of the Goods which shall be deemed to incorporate these Conditions of Sale;
  - 1.1.8 **"Equipment"** means, without limitation, all stoppers, carbon dioxide tubes and other related equipment, including chillers and cooling equipment but excludes carbon dioxide and / or mixed gas bottles and cylinders of whatever size and, where the context provides, Returnable Equipment;
  - 1.1.9 **"Goods"** means those products, including any instalment, (or where the context permits, services) produced or provided by Seller, which Seller agrees to supply and Buyer agrees to purchase, on the sole terms of these Conditions of Sale and none other;
  - 1.1.10 **"Product Recall"** means any corrective action in relation to Goods that are no longer within Seller's control and which Seller knows or has reason to believe may be unsafe, defective, unfit for purpose or otherwise non-compliant with any applicable law or its own product quality standards;
  - 1.1.11 **"Returnable Equipment"** means without limitation, bottles, cases, pallets, kegs and locator boards;
  - 1.1.12 **"Secondary Buyer"** means Buyer's customer (other than a Consumer)
  - 1.1.13 **"Seller"** means AB InBev UK Limited (which, where applicable includes AB InBev and AB InBev UK, trading names of AB InBev UK Limited) a company incorporated under the laws of England, with registered number 03982132 whose registered office is at 500 Capability Green, Luton LU1 3LS.
  - 1.1.14 **"VAT"** means value added tax chargeable pursuant to EC Directive 2006/112/EC.
- 1.2 These Standard Terms & Conditions of Sale supersede any other terms appearing elsewhere, and override and exclude any other terms stipulated or incorporated or referred to, whether in the order or in any negotiations, and any course of dealing established between Seller and Buyer, including, without limitation, any purported acceptance by Seller's servants or agents of Buyer, save that if Seller and Buyer enter into a formal written agreement for supply of the Goods and there are inconsistencies between that supply agreement and these Conditions of Sale, the terms of the supply agreement shall prevail.
- 1.3 Seller shall have no liability for any representation made by it, its servants or agents to Buyer, except where fraudulent.
- 1.4 No modification of these Conditions of Sale shall be effective unless made by express written agreement between the parties.

## 2 General

- 2.1 All Goods are offered for sale on the terms of these Conditions of Sale, subject to availability and to Seller's acceptance of Buyer's order which shall be accepted only by Seller's authorised representative or (if earlier) when Seller delivers the Goods to Buyer.
- 2.2 Except where Seller and Buyer have entered into a formal written supply agreement pursuant to clause 1.2, each order is an offer by Buyer to purchase Goods solely on the terms of these Conditions of Sale and no other. Accepting delivery of Goods is deemed to be acceptance of these Conditions of Sale.
- 2.3 Seller shall not be bound by any inaccuracy, howsoever caused, in any document it issued.
- 2.4 Buyer agrees not to do anything which could either directly or indirectly harm Seller, its products or reputation.
- 2.5 For the avoidance of doubt, point of sale material is supplied by Seller for use by Buyer for business purposes only.
- 2.6 Each of Buyer and Seller agrees to comply with all legislation, regulation and codes of practice applicable to the activities contemplated under these Conditions of Sale (including, without limit, those of the Portman Group and the Advertising Standards Authority).

## 3 Orders for the Goods

- 3.1 No order for the Goods or services submitted by Buyer shall be deemed accepted by Seller until the order is confirmed as accepted by Seller's authorised representative or (if earlier) Seller delivers the Goods to Buyer or performs the services.
- 3.2 Buyer shall be responsible for ensuring the accuracy of the terms of any order it submits or delivery note or related invoice for Goods it accepts. Any inaccuracy in any delivery note or related invoice to be brought without delay to the attention of Seller (and in any event no later than, in the case of: a delivery note, 3 working days; and an invoice, 10 working days, after issue).

## 4 Prices

- 4.1 Seller reserves the right, from time to time:
  - 4.1.1 before delivery of any order, on giving Buyer prior notice, to change the price of the Goods to the price stated in its current wholesale price list; or
  - 4.1.2 in the case of increases in the costs of Goods due to any variation, whether direct or indirect, in taxes, duties, levies, regulation, legislation or bye-laws, to adjust prices, without notice, to reflect such increase.
- 4.2 Prices stated are exclusive of delivery charges and all duties, levies and taxes, including without limit VAT. VAT at the rate ruling at the invoice tax point date will be added to the price. Any VAT applicable in respect of any supply of Goods made or deemed to have been made by Seller to Buyer pursuant to these Conditions of Sale shall be the sole liability of and shall be paid by Buyer to Seller against delivery of a valid VAT invoice, whenever issued.
- 4.3 In the event that Buyer is in breach of any of its obligations under these Conditions of Sale or under any other agreement with Seller, Seller shall have the right, without notice:
  - 4.3.1 to demand the immediate repayment of any discount, incentive or benefit (the "Incentive") received by Buyer under these Conditions of Sale or otherwise during the 12 month period immediately preceding such breach (whether remedied or not) and which Buyer hereby agrees to repay; and/or
  - 4.3.2 to set off against any amounts owed by Seller to Buyer under any agreement, any Incentive received by Buyer under these Conditions of Sale or otherwise during the 12 month period immediately preceding such breach (whether remedied or not); and
  - 4.3.3 to withdraw the Incentive forthwith.

## 5 Payment

- 5.1 Unless otherwise agreed, the Goods or services are sold subject to payment, for which time shall be of the essence, and which shall be made by way of cleared funds, free of all deductions and / or any set off or counterclaim which Buyer may have or purport to have, upon notice by Seller that the Goods (or any instalment thereof) are ready for despatch.
- 5.2 Seller shall not be bound to give up possession of or deliver the Goods until it has received payment and Seller shall be deemed to have made a sufficient tender of the Goods or services if it notifies Buyer that the Goods or services are ready for dispatch subject to payment.
- 5.3 Payment for goods and services shall be by Direct Debit unless Seller agrees otherwise. Where Seller agrees to waive the requirement for Direct Debit, payment shall be made by direct transfer into Seller's nominated bank account.

## 6 Credit Arrangements and Insolvency of the Customer

- 6.1 It is Seller's practice to allow provisional credit provided the creditworthiness of Buyer can be established to Seller's satisfaction. If Seller, at its sole discretion, is not satisfied as to Buyer's creditworthiness, Seller reserves the right to withdraw such provisional credit, impose credit terms acceptable to Seller or to close Buyer's account without notice.
  - 6.1.1 If Seller allows provisional credit in respect of any part of the Goods, it shall be without prejudice to its right to refuse to give up possession of any other part of the Goods except against payment, provided that the whole of the price of all Goods bought or agreed to be bought by Buyer shall fall due and payable without demand immediately on the happening of any of the following events:
    - 6.1.2 threat or refusal by Buyer to pay any sum due to Seller on the due date for payment;
    - 6.1.3 if Buyer ceases or threatens to cease carrying on its business;
    - 6.1.4 commission by Buyer of an act of bankruptcy;
    - 6.1.5 appointment of any administrator, administrative receiver, or a receiver of any asset of Buyer; or
    - 6.1.6 the levying or threat of execution of any distress or diligence on any asset of Buyer.
- 6.2 The failure of Buyer to pay any part of the price of the Goods or services in due time shall entitle Seller to:
  - 6.2.1 treat such failure as a repudiation of the whole Contract as ended by Buyer and to recover damages for such breach of Contract;
  - 6.2.2 suspend further deliveries of Goods to, or performance of the services for, Buyer, until payment is received in full;
  - 6.2.3 recover from Buyer all costs and expenses (including legal costs) incurred in recovering any unpaid sum or recovery of any Goods provided; and
  - 6.2.4 enter on to Buyer's premises to retrieve the Goods for which payment is outstanding.
- 6.3 In the event that Buyer's payment is overdue, Seller has the right to:
  - 6.3.1 charge Buyer interest on all sums due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (or any subsequent legislation) from the date of due payment until the date of actual payment including any period after the date of any judgment. Buyer shall also indemnify Seller against all costs, expenses and losses incurred by Seller as a consequence of such failure or delay in payment.

- 6.3.2 agree with Buyer for all sums overdue to be paid to Seller in a series of instalments of agreed payments on set dates (the "Payment Plan"). Seller reserves the right to charge Buyer interest on the overdue amounts in accordance with clause 6.3.1 and a fee of £25 per calendar month or part thereof (which the parties agree is reasonable) to cover the additional costs and expenses of administering the Payment Plan;
- 6.3.3 require that payment shall be made in pounds sterling into Seller's nominated bank account; and
- 6.3.4 immediately terminate all Contracts with Buyer.
- 6.3.5 Upon each event of any payment due by Buyer to Seller being dishonoured, a charge of £30.00 (or such other sum as Seller may from time to time advise Buyer) will be charged against Buyer's account to cover bank and administrative costs.
- 6.4 In the event of the account being passed to solicitors for collection, a collection charge of 5% will be levied on such accounts in addition to any interest and legal charges payable.
- 7 Credit Reference & Fraud Prevention Agencies**
- 7.1 When applying for an account or making an order for the Goods, Buyer agrees that Seller may check the following records about Buyer:
- 7.1.1 Seller's own records;
- 7.1.2 personal and business records of Buyer at Credit Reference Agencies ("CRAs");
- 7.1.3 personal and business records of Buyer at Fraud Prevention Agencies ("FPAs");
- 7.1.4 VAT registration from Her Majesty's Revenue & Customs ("HMRC");
- 7.1.5 Notification of approval for registration with AWRS issued by HMRC;
- 7.1.6 Certificate of registration issued by HMRC under the Money Laundering Regulations 2007
- 7.2 When CRAs receive a search from Seller they may place a search footprint on Buyers' credit file that may be seen by other lenders. CRAs may supply both public (including the Electoral Register) and shared credit and fraud prevention information.
- 7.3 Information on applications may be sent to CRAs and may be recorded by them. Where Buyer borrows (which includes where appropriate buying Goods on a trade credit account) from Seller, Seller may give details of Buyer's accounts and how they are managed to CRAs. If Buyer does not pay in full and on time, CRAs may record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace Buyer's whereabouts and recover debts that Buyer owes. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.
- 7.4 If Buyer gives false or inaccurate information and Seller suspects or identifies fraud Seller may record this and pass this information to FPAs and other organisations involved in crime and fraud prevention.
- 7.5 If Buyer does not pay, Seller will trace Buyer and recover debts.
- 7.6 Buyer's data may also be used for other purposes for which Buyer gives specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.
- 8 Money Laundering**
- 8.1 Seller reserves the right to require confirmation of the identity of Buyer from time to time in accordance with the requirements of the Money Laundering Regulations 2007 and other relevant or subsequent legislation or regulation and to withhold Goods until receipt of such confirmation.
- 8.2 Seller reserves the right at any time to refuse cash payments and will not in any event accept cash payments of £5,000 or more.
- 8.3 Buyer warrants and undertakes to inform Seller of any cancellation or change of Buyer's Money Laundering Certification, as may be required by HMRC from time to time.
- 9 Supply Chain Due Diligence**
- 9.1 Buyer shall at all times carry on its business activities in relation to the Goods in accordance with all applicable laws and regulations concerning tax compliance (including but not limited to the due diligence condition in HMRC Excise Notices 196, 203a and 2002) and in a manner consistent with the AB InBev Code of Conduct.
- 9.2 Buyer undertakes that it shall conduct reasonable due diligence on any Secondary Buyer (other than a Consumer).
- 9.3 For the purposes of clause 9.2, "reasonable due diligence" shall require Buyer to take account of any risk indicators which may suggest that VAT, consumption taxes, turnover taxes, and/or excise duty may not be properly accounted for in relation to the onward sale of the Goods. This reasonable due diligence may include, but not be limited to, obtaining:
- 9.3.1 a letter of introduction on the Secondary Buyer's standard company or business stationery;
- 9.3.2 a copy of the Secondary Buyer's certificate of incorporation (issued by the relevant regulatory body of the country in which the Secondary Buyer is resident);
- 9.3.3 confirmation using a recognised service provider of the Secondary Buyer's VAT registration number;
- 9.3.4 a copy of the Secondary Buyer's VAT registration certificate (issued by the tax authority of the country in which the Secondary Buyer is resident);
- 9.3.5 a copy of the Secondary Buyer's notification of approval for registration with AWRS (issued by HMRC in the UK);
- 9.3.6 a certified copy of a passport and a certified copy of a utility bill for one of the directors (or business proprietors if not incorporated) of the Secondary Buyer;
- 9.3.7 a reference from the Secondary Buyer's bank together with confirmation of the bank account details from which payments will be made to the Buyer;
- 9.3.8 for each Secondary Buyer: (i) two trade references in respect of such Secondary Buyer; and (ii) confirmation in writing of the existence of appropriate and robust accounting systems for the purpose of accurately recording transactions involving purchases from the Buyer; and
- 9.3.9 any further steps that the Buyer may from time to time be required to take in order to carry out reasonable due diligence on the Secondary Buyer (including without limitation, amending the Buyer's trading terms with the Secondary Buyer) and address risk indicators which may suggest evasion of VAT, consumption taxes, turnover taxes and/or excise duty.
- 9.4 Buyer undertakes that the terms of business governing any onward sale of the Goods to a Secondary Buyer shall impose obligations on the Secondary Buyer to conduct reasonable due diligence on its customer (other than a Consumer). In this regard Buyer may wish to impose conditions that replicate clauses 8, 9 and 10 of these terms and conditions of sale. In any event, Buyer shall use reasonable endeavours to ensure that any Secondary Buyer carries on its business activities in relation to the Goods in compliance with all applicable laws and AB Inbev's Code of Conduct
- 9.5 Seller may during the term of its trading relationship with Buyer and for a period of two (2) years thereafter be permitted on reasonable prior notice to appoint an agent/auditor to audit Buyer's compliance with this clause 9.
- 9.6 Seller shall retain accurate written records relating to its compliance with clauses 8, 9 and 10 of these Conditions of Sale and shall on reasonable written request by Seller or its agents/auditors:
- 9.6.1 promptly provide full access to all relevant information, records and documentation (whether in hard copy format or otherwise) in Buyer's possession or control to enable Seller or its agents/auditors (which shall be subject to any relevant confidentiality obligations) to verify such compliance. For the avoidance of doubt, this clause includes full access to: (i) all contractual documentation in Buyer's possession or control; (ii) evidence of appropriate and robust accounting systems for the purpose of accurately recording transactions, involving purchases from Buyer; and (iii) all relevant duty and/or movement guarantees; and
- 9.6.2 grant to Seller and its agents/auditors (which shall be subject to any relevant confidentiality obligations) an absolute right of access to enter Buyer's premises, and to inspect the premises and all information, records and documentation.
- 9.7 Failure to observe the provisions in this clause shall entitle Seller to:
- 9.7.1 immediately cancel any order to supply Goods without liability (notwithstanding that such order for the supply of such Goods had previously been accepted); and
- 9.7.2 refuse any future orders to supply Buyer with Goods.
- 9.8 Seller reserves the right to
- 9.8.1 request information from time to time about the Buyer as it deems necessary in order to conduct 'reasonable due diligence' on it (including but not limited to information requests contained in know your customer questionnaires and annual verification of the same); and
- 9.8.2 inspect Buyers' documentation on their effective procedures to respond to fraud risks (including but not limited to information requests contained in know your customer questionnaires and annual verification of the same).
- The Buyer undertakes to promptly provide such information to the Seller upon receipt of such request.
- 10 Excise duty and Value Added Tax**
- 10.1 Buyer warrants and undertakes to inform Seller (as soon as practicable, but in any event no later than the date when the next consignment of Goods is due to be received by or on behalf of Buyer) of any cancellation or change of Buyer's VAT number.
- 10.2 Buyer now warrants and confirms that:
- 10.2.1 (save in relation to payments made in good faith by any Secondary Buyer or consumer) no payments from third parties will be received by it without a supporting commercial explanation in respect of the onward sale of the Goods purchased from the Seller;
- 10.2.2 it does not know and there are no grounds to suspect that VAT, consumption taxes, turnover taxes and/or excise duty, whether suspended or not on the Goods when supplied to Buyer, will not be properly accounted for to the relevant tax authority in the European Union on the release of the Goods for consumption in any other EU Member State; and
- 10.2.3 it has been approved for registration with AWRS, or in the case where these Conditions of Sale apply prior to 1 April 2017 the Buyer has applied for registration with AWRS.
- 10.3 Buyer warrants and undertakes that:
- 10.3.1 it has not been/ will not be involved in or it has not done/ will not do any conduct (giving rise to criminal liability or not) concerning or connected with the evasion of VAT, consumption taxes, turnover taxes, and/or excise duty ("**Dishonest Conduct**");
- 10.3.2 it has not done/ will not do any act or has not omitted/will not omit to take any action, the purpose of which is to enable any person to evade VAT, consumption taxes, turnover taxes and/or excise duty;
- 10.3.3 it is not aware of any facts or circumstance (whether as a result of any enquiries made or otherwise) which cause, or might reasonably be expected to cause, it to know that a Secondary Buyer or Consumer has, is, or will be involved in any Dishonest Conduct and where it becomes aware of such facts or circumstances, it will not enter into a contract for sale and purchase of any Goods with such a Secondary Buyer or Consumer; and

- 10.3.4 it will inform the Seller of any cancellation or change in the Buyer's AWRS registration.
- 10.4 Buyer will notify as soon as reasonably practical to Seller in writing if it becomes aware of any facts or circumstances (whether as a result of enquiries or otherwise) which cause it to know that a Secondary Buyer or Consumer, has, is or will be involved in Dishonest Conduct, and that it will not enter into a contract for the sale and purchase of any Goods with such a Secondary Buyer or Consumer. Where it comes to the attention of Seller that Buyer has sold Goods to any person who is involved in any Dishonest Conduct, Seller may terminate these Conditions of Sale with immediate effect.
- 10.5 Where Goods are supplied excise duty suspended Buyer shall for each order provide a valid movement guarantee in respect of the Goods for excise duty purposes (the "Guarantee") and shall be responsible for payment of any excise duty becoming payable following removal of the Goods from the Seller's premises.
- 10.6 Failure to observe the provisions of this clause 10 shall entitle Seller to:
- 10.6.1 immediately cancel any order to supply Goods without liability (notwithstanding that such order for the supply of such Goods had previously been accepted); and
- 10.6.2 refuse any future orders to supply Buyer with Goods.
- 10.7 Buyer will comply with any and all lawful requests for information about the destination of Goods in order to assist in the detection and prevention of duty fraud.
- 11 Delivery of the Goods**
- 11.1 Seller shall determine the method, date and time of any delivery.
- 11.2 Deliveries shall be made in the UK only, unless otherwise agreed in advance.
- 11.3 Where specified, all delivery dates given by Seller are estimates only otherwise Goods will be delivered within a reasonable time, and accepted at any time of the day.
- 11.4 For the avoidance of doubt, the time of delivery shall not be of the essence of the Contract. Goods may be delivered by Seller in advance of the quoted delivery date upon giving reasonable notice to Buyer. In no circumstances shall Seller be liable to compensate Buyer in damages or otherwise for non-delivery, early delivery or late delivery of the Goods or for any loss or damage (including loss of profits, opportunity or other loss consequential or otherwise) arising therefrom or for failure to deliver the Goods promptly or at all.
- 11.5 Delivery of the Goods shall be deemed to take place when the Goods are removed from Seller's premises or (if carriage is undertaken by Seller) when the Goods arrive at the premises of Buyer.
- 11.6 Seller shall be entitled to deliver the Goods in one or more consignments unless otherwise expressly agreed, provided that Buyer may cancel any item not delivered two weeks after the estimated delivery date.
- 11.7 Where Seller has been unsuccessful in effecting delivery of Goods ordered for any reason Seller may:
- 11.7.1 store the Goods until actual delivery and charge Buyer for reasonable costs (including insurance) of storage; or
- 11.7.2 sell the Goods at the best price readily available and (after deducting all storage and sale related expenses) account to Buyer for the excess over the price under the Contract (provided payment in respect of those Goods has been received by Seller from Buyer) or charge Buyer for any shortfall below the price under the Contract once any payment made has been deducted.
- 11.8 Risk of loss or damage to the Goods shall pass to Buyer at the time of delivery, as set out in clause 11.5.
- 12 Retention of title of the Goods**
- 12.1 The Goods shall remain the sole and absolute property of Seller as legal and equitable owner and title in the Goods shall not pass to Buyer until such time as Buyer shall have paid to Seller the full price of the Goods, together with all other monies owed to Seller pursuant to any other contractual arrangement between the parties.
- 12.2 Until ownership of the Goods has passed to Buyer, Buyer shall:
- 12.2.1 acknowledge that he is in possession of the Goods solely as bailee in a fiduciary capacity for Seller;
- 12.2.2 at its own cost procure that the Goods are stored in good condition, and kept identifiably separate whether on Buyer's or third party premises;
- 12.2.3 grant Seller, its agents and employees an absolute and irrevocable right of access to enter Buyer's or third party premises where Goods are stored, without notice to Buyer in order to permit Seller to inspect, audit, collect and repossess the Goods; and
- 12.2.4 insure the Goods with a reputable insurer from the point at which risk passes to Buyer, for their full value against all its liabilities pursuant to these Conditions of Sale, Contract or any supply contract, to the satisfaction of Seller and shall produce evidence of such insurance upon the request of Seller.
- 12.3 Notwithstanding clause 12.1, Buyer may sell the Goods in the ordinary course of business but shall not otherwise (and shall not purport to) sell, mortgage, encumber or part with possession of the Goods or allow any lien or encumbrance to arise over them.
- 12.4 If Buyer breaches any of these Conditions of Sale or the Contract, then the right of Buyer to sell the Goods belonging to Seller will immediately cease without any further act, deed or notice on the part of Seller. In such an event, Buyer shall (at its cost) deliver the Goods to Seller and Buyer shall procure that Seller shall (without prejudice to any other rights) have the right to repossess and use those Goods by entering any place where the Goods may be stored.
- 13 Containers, Equipment and Returnable Equipment**
- 13.1 All Containers, Equipment and Returnable Equipment shall at all times remain the exclusive property of Seller, but shall be at Buyer's risk with regard to loss, damage or theft. Buyer must not sell, assign, pledge, charge, underlet or in any other way part with possession of the same.
- 13.2 Buyer shall return all Equipment to Seller on request or, in the case of Containers and Returnable Equipment, immediately and no later than two (2) months from the date of delivery. If Buyer fails to return any Containers, Equipment or Returnable Equipment in a like-for-like state, or at all, Seller shall be entitled to charge to Buyer the cost of replacement as new thereof or Seller shall be entitled to levy a deposit charge from time to time or to enter upon the premises of Buyer without notice to audit or recover any such Containers, Equipment or Returnable Equipment. Credit against such deposit will be given for the return in good condition of the same.
- 13.3 Buyer shall at all times keep the Containers, Equipment and Returnable Equipment in accordance with all relevant safety standards and instructions, be responsible for all losses and / or damage to the Containers, Equipment and Returnable Equipment, and shall insure and keep insured with a reputable insurer such Containers, Equipment and Returnable Equipment, from the time of delivery in the name of and for the benefit of Seller.
- 13.4 It is the responsibility of Buyer to ensure that returned Containers, Equipment and Returnable Equipment are noted on each related delivery note. Buyer's signature on the delivery note, or affirmation or payment of any related invoice shall irrevocably be deemed to provide absolute verification thereof.
- 14 Inspection of Goods**
- 14.1 Buyer shall inspect the Goods immediately on receipt thereof and shall:
- 14.1.1 within three (3) working days, give notice to Seller of, including without limit, any immediately apparent damage to, or shortage of the Goods; and
- 14.1.2 within seven (7) working days, give notice where it is or would have been apparent upon a reasonable inspection, of any ground on which Buyer alleges that the Goods are not otherwise in accordance with the Contract or are defective.
- 14.2 If Buyer fails to give notice as above:
- 14.2.1 Buyer shall be deemed to have accepted the Goods accordingly and to have waived any rights to claim damages for short delivery or otherwise, howsoever caused; and
- 14.2.2 the Goods shall be presumed to be in all respects in accordance with the order and free from any defect which would be apparent from reasonable examination of the Goods.
- 14.3 Following notice per clause 14.1:
- 14.3.1 any affected Goods that are alleged to be defective or otherwise not in accordance with the Contract shall be held by Buyer, without cost to Seller, awaiting Seller's instructions; and
- 14.3.2 Buyer shall allow Seller's representatives full access at any time during working hours to examine the affected Goods.
- 14.4 In the event that Buyer establishes to Seller's reasonable satisfaction that the Goods are not in accordance with the Contract, or are defective, Buyer's sole remedy shall be limited to the return of the Goods, and Buyer shall be credited accordingly.
- 15 Resale of Goods**
- 15.1 It shall be the responsibility of Buyer to ensure that the Goods:
- 15.1.1 are rotated so that (subject to clause 15.1.2 below) the oldest are sold first and in any event before the "Best before Date" which is marked on their Containers;
- 15.1.2 until resold, remain in the Containers in which they are supplied and all labels, names, barcodes, reference marks and numbers and instruction are not removed, altered or covered at any time;
- 15.1.3 are resold only from premises suitable for their storage, display and sale;
- 15.1.4 are stored and sold in compliance with the requirements of all governmental and competent bodies, relating to the sale and storage of such Goods; and
- 15.1.5 are sold in accordance with any instructions provided by Seller, which shall prevail over clauses 15.1.1 to 15.1.4 set out above to the extent the law allows, should there be a conflict between those instructions and this provision.
- 15.2 Seller will not give Buyer credit for the return of any Goods:
- 15.2.1 where the "Best before Date" of those Goods has subsequently passed or is approaching; or
- 15.2.2 which have been altered, tampered with, price marked or disfigured in any way.
- 15.3 Where appropriate, and upon request by Seller, Buyer shall enter into an Agreement with Seller for the provision by Seller of such Equipment as Seller reasonably considers necessary, to facilitate the proper storage, cooling and dispense of goods.
- 16 Seller's Liability**
- 16.1 These Conditions of Sale set out Seller's entire liability in respect of the Goods or services.
- 16.2 Provided that Seller's liability under these Conditions of Sale or otherwise shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities express or implied, statutory or otherwise in respect of the quality or the fitness for any particular purposes of the Goods or services or otherwise, notwithstanding any advice or representation to Buyer, all liability in respect of which, howsoever arising, is expressly excluded, except as provided in clause 16.5.
- 16.3 Seller shall in no circumstances be liable for any:

- 16.3.1 loss of actual or anticipated profit;  
16.3.2 loss of business;  
16.3.3 loss of contracts;  
16.3.4 loss of revenues;  
16.3.5 loss of anticipated savings;  
16.3.6 depletion of goodwill;  
16.3.7 for any special, indirect or consequential damage of any nature whatsoever, howsoever arising.
- 16.4 All other liability (whether in contract or tort, including negligence or any other form of action) losses or damage whether direct or indirect, foreseen, foreseeable or known, however arising shall be limited to the price paid to Seller for the Goods and services that are subject to Buyer's claim, save in the case of a Product Recall when the provisions of clause 18 shall apply.
- 16.5 Nothing contained in these Conditions of Sale shall restrict or exclude Seller's liability in the following circumstances:  
16.5.1 for death or personal injury caused by Seller's negligence;  
16.5.2 under Part 1 of the Consumer Protection Act 1987;  
16.5.3 under section 12 of the Sale of Goods Act 1979; or  
16.5.4 for fraud or fraudulent misrepresentation.
- 16.6 The parties agree that the exclusions and limitations of liability contained in this clause 16 are fair and reasonable in the light of the Goods or services to be provided and the prices payable by Buyer.
- 16.7 Subject to clause 16.5, but save as expressed herein, Seller shall not be under any liability, whether in contract, tort, deceit or otherwise, in respect of any claim, action or proceedings brought by Buyer later than two (2) years following the date the cause of action arose.
- 16.8 Seller shall be under no liability to any purchaser of the Goods from Buyer.
- 17 **Buyer's Indemnity**
- 17.1 Subject to clause 16.5, Buyer shall fully indemnify and hold Seller harmless in respect of all damage, injury or loss occurring to any person or property and against all actions, suits, claims (whether actual or threatened), demands, assessments for tax (including but not limited to assessments for customs and excise duties and/or VAT), charges or expenses in connection therewith arising either directly or indirectly from, out of or as a consequence of:  
17.1.1 the condition or use of the Goods in the event and to the extent that the damage, injury or loss shall have been occasioned partly or wholly by the act, omission, negligence or carelessness of Buyer or its servants or agents;  
17.1.2 the performance or non-performance of any contract for the sale and purchase of all or some of the Goods by the Buyer or any successor in title of the Buyer; or  
17.1.3 Buyer being in breach of any warranty, undertaking or obligation contained in these conditions.
- 18 **Product Recall**
- 18.1 In the unlikely event of a Product Recall, and if required by Seller, Buyer will enforce Seller's procedures (as notified to Buyer) covering Product Recall, and will cooperate with Seller to ensure that the Product Recall is dealt with promptly and effectively.
- 18.2 Buyer will immediately notify Seller if it becomes aware that any Goods are unsafe, defective, unfit for purpose or otherwise non-compliant with any applicable law.
- 18.3 Where Seller notifies Buyer of a Product Recall:  
18.3.1 Buyer shall immediately cease all further sale or supply of the Goods that are subject to the Product Recall;  
18.3.2 Buyer shall, at Seller's request, return all Goods that are subject to the Product Recall and which remain in Buyer's direct possession to Seller within five (5) working days, or at Seller's option, destroy those Goods;  
18.3.3 Buyer shall take such other steps as the Seller may reasonably request in order to protect consumers or otherwise to facilitate the carrying out of the Product Recall.  
18.3.4 Seller's liability shall be limited to:  
18.3.4.1 the provision of replacement Goods or, where they are not available, credit, on receipt of the recalled Goods or proof of destruction; and  
18.3.4.2 delivery and transportation charges which are reasonable in the opinion of Seller.
- 18.4 Except to the extent required by law, Seller shall not be liable for any further costs or charges as a consequence of the Product Recall.
- 18.5 Except to the extent required by law, Buyer shall not publish any notices or press releases or take any other action in connection with a Product Recall, without receiving Seller's prior written consent.
- 19 **Compliance with Laws**
- 19.1 Buyer shall at all times carry on its business activities in relation to the Goods in compliance with all applicable laws and the AB InBev Code of Conduct, or Buyer's own code of business conduct provided this includes provisions equivalent to the AB InBev Code of Conduct.
- 19.2 Buyer shall at all times comply, and shall ensure that its employees, officers, agents, sub-contractors and representatives comply, with all applicable laws and regulations concerning bribery, corruption and related matters.
- 19.3 Buyer shall immediately notify Seller should it become aware of any actual or suspected breach of this clause 19, or of any actual or suspected breach of anti-bribery or corruption laws or regulations by any third party involved in the supply or distribution of the Goods.
- 20 **Notices**
- 20.1 Any notice given under the Contract shall be in writing and shall be sent by pre-paid first class post or actual delivery to the address set out at the start of these Conditions of Sale or such other address as may be notified by the parties to each other in writing.
- 21 **Force Majeure**
- 21.1 Neither party shall be liable for any failure or delay in the performance of its obligations under these Conditions of Sale or the Contract of which they form part (other than an obligation to pay any sums due under these Conditions of Sale) which is caused by circumstances beyond its reasonable control.
- 22 **Intellectual Property Rights**
- 22.1 All intellectual property rights in the Goods shall remain the property of Seller or its licensors. Buyer shall not acquire any intellectual property rights, whether by licence or otherwise, relating to the Goods in any way and may not copy or imitate the Goods or do or omit to do, or permit any third party to do or omit to do, anything which may damage such intellectual property rights in any way.
- 23 **Assignment**
- 23.1 Neither party shall without the prior written consent of the other party assign, sub-contract or otherwise deal with the Contract or any rights and obligations under the Contract, save that Seller shall be entitled to assign the Contract as part of a reorganisation.
- 23.2 If a party assigns or sub-contracts any of its obligations under the Contract to any third party, the party assigning or sub-contracting shall be fully responsible to the other party for the proper performance of those obligations and for any act or omission of the third party.
- 24 **Invalidity and Severability**
- 24.1 If any provision of these Conditions of Sale is declared void or otherwise unenforceable then the provision shall be omitted and the remaining provisions of these Conditions of Sale shall continue in full force and effect.
- 24.2 The parties shall attempt to substitute for any invalid, illegal or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid, illegal or unenforceable provision.
- 25 **Waiver**
- 25.1 Save as expressly excluded or limited in these Conditions of Sale, failure or delay by either party to exercise any right or remedy under these Conditions of Sale shall not be deemed to be a waiver of that right or remedy, or prevent the party from exercising that or any other right or remedy on any occasion.
- 26 **Third Party Rights**
- 26.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply in relation to these Conditions of Sale and the Contract of which they form part, and nothing in these Conditions of Sale shall confer on any third party the right to enforce any provision of these Conditions of Sale.
- 27 **Governing law**
- 27.1 These Conditions of Sale shall be governed by and construed in all respects in accordance with English law and Buyer submits to the jurisdiction of the English Courts in relation to any claim or matter arising from these Conditions of Sale and/or any supply contract of which they form part.