

**General terms and conditions of purchase for the provision of services of Anheuser-Busch InBev Germany Holding GmbH and all affiliates (art. 15 of the German Companies Act) having their registered office in the Federal Republic of Germany.**

Valid as from 01.11.2012

**I. Area of application**

- (1) The following provisions apply to all, including future, business relationships between AB InBev Germany Holding GmbH and its affiliates pursuant to art. 15 of the German Companies Act, having their registered office in Germany (hereinafter called 'AB InBev') and the entrepreneur (hereinafter called 'Supplier').
- (2) AB InBev's terms and conditions of purchase apply exclusively. AB InBev is not bound by any contrary or deviating terms and conditions of the Supplier unless their validity is the subject of an exclusive written approval. AB InBev's terms and conditions of purchase also apply when deliveries made by the suppliers are accepted in the knowledge that the supplier's terms and conditions are contrary to or deviate from AB InBev's terms and conditions.
- (3) The terms and conditions of purchase only apply to entrepreneurs pursuant to art. 14 of the German Civil Code.

**II. Offer**

- (1) Offers and/or quotations are prepared free of charge by the Supplier and do not give rise to any obligation for AB InBev.
- (2) When preparing offers and/or quotations, the Supplier shall strictly observe the contents of AB InBev's request. Whenever the offer and/or quotation deviates from the request, the Supplier shall explicitly point out this deviation in writing. This also applies to flaws and ambiguities in the request documents.

**III. Order**

- (1) The Supplier has the obligation to accept the Order within 2 weeks.
- (2) In order to be valid, acceptance statements and all Orders are to be made in writing. Oral orders, side-agreements and subsequent changes are only binding if they are confirmed or made in writing by AB InBev.

**IV. Deliveries**

- (1) The delivery time and/or the time for the provision of the services indicated in the Order is binding. The Supplier shall immediately inform AB InBev in writing of any circumstances that arise or of which he becomes aware and from which it is clear that it will not be possible to respect the agreed deadline. AB InBev may refuse partial deliveries, unless expressly agreed upon in advance.
- (2) The Supplier shall announce the execution at least one day in advance.
- (3) In case of delayed delivery AB InBev is authorised to all claims provided for under German law. AB InBev is in particular entitled to demand payment of a compensation and cancellation of the order instead of delivery if an appropriate time-limit set by AB InBev has expired. If AB InBev demands payment of a compensation, the supplier is entitled to provide proof that he is not responsible for the breach of duty.
- (4) Unless otherwise agreed, delivery is Delivery Duty Paid to the place of delivery agreed upon in the contract. If no place of delivery has been agreed upon, the registered office of the company directly or indirectly affiliated with AB InBev Germany Holding GmbH, through which the order is placed, is regarded as the place of delivery.
- (5) Unless otherwise agreed, the Supplier shall provide all working materials required for the provision of the services. Personal protective equipment (e.g. working shoes, gloves, clothing) should also be provided by the Supplier.
- (6) Unless otherwise agreed, AB InBev provides the utilities necessary for the execution, including the corresponding connections at the workplace at the respective AB InBev site. This does not include hazardous waste disposal or respective services and/or possibilities.
- (7) The Supplier shall provide all staff required for the provision of the services. All staff shall be professionally trained and duly motivated and with appropriate skill and expertise to perform the Services. The Supplier is exclusively responsible for the selection, instruction, form of assignment and supervision of the staff employed for the provision of the services. In this respect, AB InBev has no authority over the staff employed by the Supplier.
- (8) As far as necessary AB InBev shall provide support to the Supplier and his staff before the provision of the services, by means of singular instructions with regard to the specific work to be carried out. The Supplier shall guarantee observance of the instructions.
- (9) If the services are to be provided at an AB InBev site, the Supplier shall complete and sign a site-specific or time-specific work permit with AB InBev before the start of the works. If works are to be carried out by the supplier at AB InBev's premises, the operational regulations, in particular the Instructions for External Companies and the hygiene guidelines, are to be observed. Before chemicals are processed, the appropriate safety data sheets of the chemicals used are to be provided to AB InBev unsolicitedly. In case of changes in the legal requirements and in case of regular revisions, safety data sheets are to be provided to AB InBev unsolicitedly.
- (10) The supplier is obliged to conduct an industrial safety training with its staff. This training will be documented in writing. Moreover, the supplier has the obligation to regularly check compliance with the industrial safety regulations applicable to the services to be provided. AB InBev reserves the right to refuse entry to its facility of

any member of Supplier's personnel who is deemed unsuitable or does not apply with the applicable rules, among others safety rules. In the course of providing the services, the supplier shall immediately report any obvious defects regarding means of transport, fixtures and installations, which may lead to process malfunctions, to the AB InBev coordinator.

(11) The Supplier has the legal duty to maintain safety with respect to the work area for which he is responsible only for the period during which the Supplier is present in the work areas used by the Supplier. The supplier shall remove or, if that is momentarily not possible, appropriately secure all sources of danger created by him before leaving the work area. The supplier in particular guarantees that the accident prevention regulations of the Accident Prevention & Insurance Association are complied with.

**V. Prices and terms of payment**

- (1) Unless otherwise agreed, the prices mentioned in the order are fixed prices, inclusive of implementation and insurance but exclusive of value added tax
- (2) Invoices can only be processed if they mention the order number indicated in the order form, in accordance with the instructions of the order form; the Supplier is responsible for all consequences of the non-fulfilment of this obligation, unless he can prove that he cannot be held liable for this non-fulfilment.
- (3) Payment terms are agreed upon individually.
- (4) Payment of the invoice does not imply a waiver of any claim for defects relating to the delivered services and does not exclude the possibility to file complaints at a later point in time.
- (5) AB InBev has a right of set-off and a right of retention to the extent allowed by law, with respect to all claims of its affiliates.
- (6) An assignment of claims of the Supplier resulting from a contractual relationship on which the present terms and conditions of purchase is based, is excluded or is in individual cases subject to the prior written consent of AB InBev.

**VI. Claims for defects**

- (1) The Supplier guarantees that the services provided correspond to the specifications of the Order, are free from defects, given the state of the art, that reduce (to zero) their suitability for their customary or contractually agreed use or that reduce (to zero) the value of the services provided, and that they meet all legal requirements applicable in Germany.
- (2) AB InBev has the obligation to check the services provided for discrepancies as to quality and quantity as well as for other discrepancies within a reasonable period of time. AB InBev shall report visible defects to the supplier within 7 working days and other defects immediately after having discovered the same.
- (3) AB InBev has without limitation all legal rights to file claims for defects; AB InBev is in any case entitled to demand that the supplier eliminates the defects or provides new services. The right to compensation, in particular the right to compensation instead of performance, remains explicitly reserved.
- (4) AB InBev is entitled to undertake the remedy of the defects at the expense of the supplier in case of imminent danger or in case of particular urgency.
- (5) The period of limitation is 36 months as from the transfer of the risks.
- (6) Complaints interrupt all periods of limitation until the remedy of all defects.

**VII. Liability**

The Supplier's Liability shall be exclusively governed by German Law.

**VIII. Insurance**

Unless otherwise agreed, the supplier undertakes to take out and maintain a comprehensive general- and product liability insurance with a minimum coverage of € 2.5 million per case of personal injury/material damage; if AB InBev is entitled to file further claims for compensation, this right is unaffected.

**IX. Termination**

Without prejudice to any other rights or remedies available under German law or the agreements between AB InBev and the Supplier to obtain full compensation for damages, AB InBev has the right to terminate the contractual relationship with immediate effect and without further formality, and without any indemnity becoming due by AB InBev, if:

- (1) Service Provider breaches contractual obligations which are not capable of being cured or repeatedly or consistently fails to meet its contractual obligations following an initial cure period
- (2) Service Provider breaches any of clauses 4, 8, 11, 12 or 13 of the General Conditions Services,
- (3) Service Provider becomes insolvent, bankrupt, files or has filed against it a petition in bankruptcy, makes a proposal in relation to its insolvency under any bankruptcy legislation, ceases to carry on all or a substantial part of its business, makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they mature, or
- (4) there is a direct or indirect change of control of Service Provider or Service Provider transfers all or

substantially all its assets to a third party in any manner (including by merger, split, transfer or contribution of universality or branch of activity). For the purposes of this clause, the term "control" has the meaning given to it under German law. Service Provider shall immediately give written notice to AB InBev identifying the nature of any change of control

#### **X. Force Majeure**

- (1) Force Majeure shall mean any event impairing or preventing performance of obligations under this Agreement which is beyond the reasonable control of the Party affected thereby, and which such Party could not prevent or overcome with reasonable diligence and foresight, such as acts of war, riots, fire, flood, earthquake, or other physical disaster, government directions, acts of God and similar events. Subject to clause 15.2 below, any failure of performance of their obligations by either Party shall not constitute a default by such Party, or give rise to any claim for damages against it, if, and to the extent that, such failure of performance is caused by Force Majeure. If a Party is unable to perform its duties under this Agreement due to Force Majeure, the other Party shall be discharged from its obligations hereunder.
- (2) If Service Provider is affected by Force Majeure, it shall provide the Services that it is still able to provide by priority to AB InBev.
- (3) A Party affected by Force Majeure shall notify in writing to the other Party without delay on the detection of the impediment constituting Force Majeure and its effect. If such Force Majeure persists for over a period of 1 month after above-mentioned notice, the Party not affected by Force Majeure may terminate the Agreement by written notice to be sent to the other Party.

#### **XI. Responsible Sourcing**

- (1) Service provider expressly confirms having read and agreed with the AB InBev Global Responsible Sourcing Policy, which can be found at: [www.abinbev.com/pdf/ABI\\_Responsible\\_Sourcing\\_2010.pdf](http://www.abinbev.com/pdf/ABI_Responsible_Sourcing_2010.pdf). AB InBev expects that its suppliers meet the principles of this Responsible Sourcing Policy or equivalent set of principles and encourage and work with their own suppliers and subcontractors to ensure it as well
- (2) Service provider covenants and agrees that, in performing its obligations under this Agreement, in carrying out the transactions contemplated hereby and in obtaining any governmental approvals required in connection herewith, none of the service provider and their respective officers, directors, employees and agents will offer, pay, promise or authorize payment of anything of value to any government official, political party or political candidate, in violation of any anti-bribery or anti-corruption laws, or take any other action that would violate any anti-bribery or anti-corruption laws binding on such person or in effect in any jurisdiction in which such action is taken.

#### **XI. Intellectual Property Rights**

- (1) The Supplier guarantees that no rights of third parties within are violated in connection with the performance of the Services.
- (2) Supplier shall defend, indemnify and hold AB InBev and its affiliates, their officers, employees, representatives, agents and customers harmless against any claim, action or suit that may be brought against any of them for patent, trademark or copyright infringement or violation of any trade secret, right of publicity or privacy, or any other intellectual property or proprietary right of any nature or description arising in connection with or otherwise in relation to this Agreement or the Products. AB InBev is not entitled to make any arrangements with the third party concerned without the approval of the Supplier, in particular to enter into a settlement agreement.
- (3) The obligation of the supplier to indemnify AB InBev applies to all costs incurred by AB InBev as a result or in connection with the claim filed by the third party.
- (4) The Supplier shall only use any trademarks, brands, logos and/or any other intellectual property rights owned by AB InBev (collectively "**AB InBev IP rights**") in accordance with the instructions and in the format provided and approved by AB InBev. The Supplier shall not misrepresent or do or cause anything to be done that may be an infringement of or which may in any way reduce the goodwill of or damage the AB InBev IP rights. The Supplier shall, in particular, not change the approved artworks.
- (5) The Supplier shall not acquire any goodwill or any other right on AB InBev IP rights, even if used for an extended period of time. Plans, drawings, compositions, models and any other document designed by or for any AB InBev Affiliate are the exclusive property of AB InBev, and shall be returned to AB InBev immediately upon its first request, and may not, in any circumstances, be shared, transmitted or in any way communicated to third parties. Said plans, drawings, compositions, models or documents may not be reproduced or used, in any way, for any purpose other than the performance of this Agreement.
- (6) If the Services involve, result in or are otherwise related to the creation of intellectual property rights, such intellectual property rights shall –as far as legally permissible- irrevocably, immediately and automatically be transferred to AB InBev upon creation, without any restrictions and for the entire world. The Supplier shall procure that any and all moral rights, if any, in relation thereto shall be waived. The Supplier shall take any and all necessary measures and assist AB InBev with any formalities needed for the registration of said intellectual property rights.

- (7) The Supplier shall inform AB InBev immediately of any infringement or possible infringement of any of AB InBev IP rights.
- (8) Work results obtained on the basis of changes proposed by AB InBev or developed together with AB InBev cannot be used by the Supplier or passed on to third parties without the prior written consent of AB InBev.

#### **XII. Confidentiality**

- (1) The Supplier shall observe absolute secrecy about trade or business secrets of AB InBev and about other circumstances which the Supplier can reasonably believe AB InBev has an interest in keeping secret. The supplier shall regard all illustrations, drawings, calculations and other documents and information as strictly confidential. AB InBev explicitly reserves the ownership rights and copyrights of these documents. They can only be disclosed to third parties with AB InBev's explicit consent. The obligation of confidentiality continues to apply after the termination or rescission of the present contract as long as the information has not verifiably become common knowledge.
- (2) Supplier shall take all measures necessary to ensure that no accidental or disclosure of confidential information occurs.

#### **XIII. Reporting and Right to Audit**

- (1) AB InBev is entitled to visit the supplier's business and to carry out an audit on the basis of the DIN ISO 9000 ff standard.
- (2) The Supplier agrees to provide reports to each AB InBev affiliate on a quarterly basis showing the Services provided to such AB InBev affiliate, the corresponding fees invoiced during the quarter and the corresponding Orders.
- (3) In respect of all fees and expenses that are payable by AB InBev under the present Agreement, the Supplier shall maintain such accounts and records as are reasonably required for the purpose of enabling to conduct an audit of such fees and expenses. Supplier shall immediately provide these accounts and records to AB InBev at its first request.
- (4) Should any audit of the accounts and records by AB InBev reveal that AB InBev has been overbilled, then the Supplier shall reimburse the relevant AB InBev affiliate the overbilled amount within 14 days.

#### **XIV. Provided components**

As far as AB InBev provides components of the service to the supplier, AB InBev reserves the ownership rights – including the intellectual property rights – of these components. The Supplier processes or transforms these components on behalf of AB InBev. If the goods that are the subject of the ownership right are combined with objects not belonging to AB InBev, the latter acquires co-ownership of the new object on the basis of the proportion of the value of the items provided (purchase price exclusive of VAT) to that of the other processed objects at the time of the processing. If the item provided by AB InBev is inseparably mixed with objects not belonging to AB InBev, the latter acquires co-ownership of the new item on the basis of the proportion of the value of the item that is the subject of the ownership right (purchase price exclusive of VAT) to that of the other processed objects at the time of the processing. If the processing takes place in such a manner that the item belonging to the supplier is to be regarded as the main item, it is agreed that the supplier transfers the ownership to AB InBev proportionally. The supplier holds the sole ownership or the co-ownership on behalf of AB InBev.

#### **XV. Jurisdiction, place of execution, applicable law**

- (1) The courts of Bremen have exclusive jurisdiction for all disputes resulting from the contractual relationship.
- (2) Unless otherwise agreed, the place of execution is Bremen.
- (3) German law applies, to the exclusion of conflict law and the UN Convention on Contracts for the International Sale of Goods.

#### **XVI. Final Provisions**

If individual provisions of the present terms and conditions of purchase are or become invalid, the validity of the other provisions is not affected