

GENERAL TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY GIN MATTERS SPIRITS CO. B.V.,
registered Trade Register Chamber of Commerce Breda file no. 89726030).

Article 1: Scope

1. These terms and conditions apply in full to all obligations arising from the agreement to which these terms and conditions have been declared applicable, unless otherwise agreed in writing. They shall also apply to all obligations arising from agreements concluded and to be concluded between the parties or pre-contractual legal relationships.
2. Applicability of the conditions used by the customer is hereby excluded, unless otherwise agreed in writing. In the latter case, if there is a conflict between the present terms and conditions and the conditions used by the customer, the present terms and conditions shall prevail.
3. If any provision of these terms and conditions would not be valid for any reason, these terms and conditions will otherwise remain in force and the parties will provide in mutual consultation with a settlement to replace the invalid provision while retaining its scope as much as possible.

Article 2: Parties

In these terms and conditions, parties are referred to as "supplier" and "customer". "Supplier" means the private company Gin Matters Spirits Co B.V.. "Customer" means the catering entrepreneur, the retailer, wholesaler, or any other party other than the consumer.

Article 3: Offers/orders

1. All offers, made in whatever form, are without obligation, unless otherwise agreed in writing.
2. Orders are only binding on the supplier if they have been confirmed in writing by the supplier or if they have been actually executed.
3. The Supplier reserves the right to determine minimum quantities and a minimum purchase amount for each of the goods to be delivered by it.

Article 4: Prices

1. Unless otherwise agreed in writing and/or indicated by the supplier, all prices quoted include excise duties and excluding VAT.
2. The supplier may charge a processing fee per invoice.

Article 5: Delivery/delivery time

1. Unless otherwise agreed in writing, delivery will take place free of charge to the delivery address agreed with the customer. The supplier is free to choose the mode of transport of the goods to be delivered. The shipment of the goods is at the risk of the seller up to the moment of delivery, unless the goods are collected by or on behalf of the buyer. In that case, the risk passes directly to the buyer. Transport or movement on the premises and/or within the premises of the customer are not included in the aforementioned delivery and are carried out at the expense and risk of the customer.

2. The delivery address or unloading place must be reasonably accessible for those means of transport that are generally customary for deliveries. The customer must provide sufficient loading and unloading facilities at the delivery address for the immediate unloading or unloading of the goods.
3. Specified delivery times will never be considered as strict deadlines, unless otherwise agreed in writing.
4. The supplier has the right at all times to deliver the goods cash on delivery or to require advance payment or security in the form of cash payment that it wishes.
5. Returns of delivered goods are only permitted if the supplier has expressly given prior written permission for this.
6. The supplier is entitled to deliver and invoice orders in parts, unless otherwise agreed in writing.

Article 6: Complaints

1. Complaints regarding the delivered goods and/or invoicing have no effect if they have not been reported in writing to the supplier within 48 hours **of delivery of the** goods, specifying the nature and extent of the complaints. After the expiry of this period, the customer shall be deemed to have approved the delivered goods, including with regard to the expiry periods stated on the goods, and the amount due.
2. If the supplier is of the opinion that a complaint is well-founded, he is only obliged to make new delivery as soon as possible (replacement or delivery of the missing item), without the customer being entitled to compensation. The customer shall keep the goods to which the complaint relates at the disposal of the supplier.
3. The submission of a complaint does not relieve the customer of fulfilling his (payment) obligations.

Article 7: Payment

1. Unless expressly agreed otherwise in writing, payment of invoices must be made in the manner indicated by the supplier within eight days of the invoice date, in such a way that the amount due is credited to the supplier's bank account within the stipulated period. In the event of late payment, the customer shall be in default without further notice or notice of default.
2. Any disputes between the customer and the supplier about quality or complaints submitted by the customer on other grounds do not entitle the customer to suspend or settle any payment.
3. In the event of late payment, the customer shall owe the supplier statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code.
4. The supplier determines at all times to which outstanding claim against the customer he allocates any payment.
5. Bonus and/or discount amounts in favour of the customer will lapse if the customer does not pay on time and in full.
6. If the customer is in default or in default with regard to the (timely) fulfillment of his obligations, all reasonable costs to obtain satisfaction out of court will be borne by the customer. Any judicial and execution costs incurred will also be borne by the customer. The extrajudicial costs amount to at least fifteen percent of the amount due with a minimum of € 500.00.
7. Only the supplier is entitled to apply set-off with regard to all claims and debts that the customer has or may receive, not only from the supplier against the customer, but also from legal entities directly or indirectly affiliated with the supplier and/or natural persons towards the customer.

8. For the settlement of payments for online orders, the supplier can use third-party services. Where appropriate, the personal data necessary for this will be provided to these third parties.

Article 8: Risk/Retention of title

1. The risk with regard to damage and loss of the delivered goods and any resulting damage is transferred to the customer upon delivery immediately after signing off the accompanying consignment notes.
2. All goods delivered by the supplier remain the property of the supplier until the buyer has paid the purchase price – including extrajudicial costs, interest and fines, as well as any other claim as referred to in Article 3:92 paragraph 2 of the Dutch Civil Code. However, the customer has the right to resell or process the goods in the course of its normal business operations, unless the supplier indicates in writing that the customer must immediately make these goods available to the supplier.
3. If the customer is in default with regard to the services referred to in this article, the supplier is entitled to retrieve the goods belonging to him himself and on behalf of the customer from the place where they are located. The customer will cooperate with this. The customer already gives unconditional and irrevocable permission to the supplier or third parties designated by the supplier to enter all those places where the supplier's property is located and to take back those goods.

Article 9: Liability

1. If the supplier is liable, the extent of the supplier's liability per event is in any case limited to the direct damage and the following applies:
 - a. Primarily, if in the relevant case a payment is made by the supplier's liability insurer, the liability is limited to this amount paid, plus the amount of the deductible that is not borne by that insurer under the policy conditions;
 - b. If no insurance has been taken out in this respect or otherwise no cover is provided and thus no payment is made for the supplier, the damage is limited to a maximum of the amount of the price stipulated for that delivery / agreement excluding VAT. If the contract is mainly a continuing performance agreement with a duration of more than one year, the price stipulated for the agreement is set on the total of the fees stipulated in one year excluding VAT.
2. The supplier is never liable for indirect damage, including:
 - a. Consequential;
 - b. lost profits;
 - c. missed savings;
 - d. damage due to business interruption.
3. The supplier is not liable for damage caused by auxiliary persons of the supplier.
4. Limitations of supplier's liability also extend to the supplier's directors, employees and non-subordinate representatives and auxiliaries.
5. The customer fully indemnifies the supplier with regard to claims by third parties against the supplier as a result of the agreement between supplier and customer.
6. The limitations of liability included in these terms and conditions do not apply if and insofar as the damage is due to intent or deliberate recklessness on the part of the supplier.

Article 10: Force majeure

1. If, as a result of force majeure, the supplier is unable to meet its delivery obligation, the supplier shall be entitled, without notice of default or being obliged to pay any

compensation for damage, to postpone the delivery of the goods until the time when the force majeure situation will have ended.

2. If the force majeure lasts longer than one month, both supplier and buyer will be entitled, by notifying the other party, to unilaterally terminate the agreement for the part of it that has not yet been executed without judicial intervention.
3. Force majeure on the part of the supplier is in any case understood here: war, revolution, riots, fire, excessive temporary increase in demand, weather conditions, flooding, transport barriers, disease, government measures including import and export measures, crop failure, failure in the supply or supply of raw materials, energy or business supplies, including shortcoming of suppliers from whom the supplier obtains, strike, defects or damage to machinery, as well as any other malfunction in the supplier's business.

Article 11: Termination

1. The supplier is entitled to terminate (a) concluded agreement(s) with the customer, or to dissolve (in whole or in part) on the basis of any shortcoming by the customer in the fulfilment of an agreement, without prejudice to the supplier's right to claim compensation.
2. Without prejudice to the provisions of Article 8 **and the** other rights vested in it, the supplier's claims against the customer shall be due and payable immediately, without notice of default or judicial intervention being required, without the supplier being obliged to pay any compensation, including in the following situations:
 - a. in the event that the customer is declared bankrupt, he files for his own bankruptcy, or if he applies for suspension of payments, or the law on debt restructuring of natural persons is declared applicable to the customer;
 - b. in the event that the customer is a natural person and dies or is placed under guardianship or administration;
 - c. if, after the conclusion of the agreement, circumstances that have come to the supplier's knowledge give good reason to fear that the customer will not (properly) fulfil its obligations;
 - d. if the supplier has requested the customer to provide security for the fulfilment of its obligations under the contract and this assurance is not provided or, in the supplier's opinion, is insufficient;
 - e. if, despite a reminder, the customer remains in default to fulfil his obligations within the stipulated period;
 - f. if the customer loses control within his company and/or the company is transferred or discontinued in whole or in part. In cases a to f, the supplier is also entitled to suspend the further execution of all agreements with the customer, or to terminate or (in whole or in part) dissolve those agreements, all this without prejudice to the supplier's right to claim full compensation.
3. In the event that the supplier terminates (a) concluded agreement(s), the supplier is entitled - if it has in the meantime partially fulfilled its obligations under the agreement or will be able to fulfil them - to invoice separately the part already fulfilled or despite termination. The customer is obliged to pay this invoice as if it were a separate agreement.

Article 12: Transfer of rights and obligations

1. The Supplier reserves the right to have its obligations performed by third parties.
2. The Customer can only transfer its rights and obligations to third parties with the prior written consent of the supplier.
3. Furthermore, in the event of a transfer of its obligations, the customer shall be obliged to offer the supplier, on request, appropriate guarantees with regard to the fulfilment of

these obligations.

Article 13: Changes

These general terms and conditions may be supplemented or amended by the supplier at any time. The supplemented or amended general terms and conditions will then apply from the moment they have been handed over by the supplier to the customer.

Article 14: Disputes

1. These general terms and conditions, any agreement between supplier and customer and all related agreements are exclusively governed by Dutch law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) are excluded, if any. The same applies to any existing or future national or international regulation on the purchase of movable property the operation of which may be excluded by the parties.
2. All disputes between the parties related to the agreement, or in direct or indirect connection with it, will initially be settled by the competent court of the District Court of Breda.