

GENERAL TERMS AND CONDITIONS OF SALE BY SORRENTO LIQUOR LTD AND/OR ITS SUBSIDIARIES AND/OR ITS AGENTS

1 – Applicability

- a. The applicability of the Customer's general terms and conditions is explicitly rejected.
- b. These General Terms and Conditions apply to all offers by and agreements with Sorrento Liquor Ltd. and/or its subsidiaries (hereinafter together as well as individually also referred to as: Sorrento Liquor) and/or the Agents acting on behalf of Sorrento Liquor (based on an agency agreement between Sorrento Liquor and the respective agent), relating to the delivery of goods by Sorrento Liquor to the other Party concerned (hereinafter also referred to as: the Customer).
- c. Any derogation clause shall only apply when it has been accepted in advance by Sorrento Liquor or its Agent in writing.
- d. Sorrento Liquor can engage several independent Agents, who make offers and sell goods to third parties on behalf of Sorrento Liquor. Wherever in these terms or during negotiations with the Customer is spoken about an act by the Agent this means that the Agent is acting on behalf of Sorrento Liquor.
An Agent cannot act on its own expense and risk. An Agent is acting on behalf of Sorrento Liquor when this Agent says so and Sorrento Liquor does not contradict this.

2 – Agreement

- a. Any offer made by Sorrento Liquor or its Agent shall not be binding until accepted and subject to contract; even in the event the offer includes a term for acceptance, unless explicitly provided the contrary in writing.
- b. An agreement, in this article also including any changes and/or additions thereto, shall not be binding until agreed upon in writing by Sorrento Liquor or its Agent, or in the event that Sorrento Liquor has already started the execution.
- c. An agreement is concluded:
 - in writing at the moment when the contract is signed by Sorrento Liquor or its Agent on the one side and by (an employee of) the Customer on the other side; or
 - on the date of dispatch (by post, e-mail and/or by telefax) by an employee of Sorrento Liquor or its Agent of the signed written order confirmation, or of Sorrento Liquor' (pro forma) invoice. Promises made by and arrangements with subordinates of Sorrento Liquor or its Agent shall not bind Sorrento Liquor, unless these have been confirmed by the board of management of Sorrento Liquor in writing.
- d. The contract represents the contents of the agreement completely and correctly. The order confirmation by Sorrento Liquor or Sorrento Liquor' (pro-forma) invoice shall be considered to represent the contents of the agreement correctly, unless the Customer protests against its contents forthwith in writing and motivated.
- e. Small deviations, when customary, shall be permitted at the execution of the agreement. Unilateral cancellation by the Customer will only be valid when Sorrento Liquor or its Agent agrees to such cancellation in writing.

3 - Prices

- a. The prices stated and/or agreed upon by Sorrento Liquor or its Agent shall be exclusive of taxes, and excluding of Value Added Tax ("VAT") and levies.
- b. In any event the Customer shall be charged for VAT, other taxes and levies. Customer shall be credited if he proves that a delivery within the European market has taken place and these taxes are not payable.

- c. Insofar as the stated and/or agreed prices are based on the weight of the goods, this weight shall be determined by the weighing carried out by Sorrento Liquor or its Agent before the delivery. The Customer shall have the right to be present at said weighing, provided the delivery shall not be delayed because of this.
- d. Sorrento Liquor or its Agent shall have the right to increase the stated and/or agreed prices in the event of an increase in prices of goods, raw materials or parts to be obtained from third parties, wages, national insurance contributions, freight, insurance premiums or other cost price factors (including changes in foreign exchange) and charges (including import and transit duties). The Customer shall not be entitled to dissolve the agreement.
- e. In the event that the stated and/or agreed prices are (also) based on restitutions of levies and/or on subsidies, whereas these are not obtained for whatever reason, Sorrento Liquor or its Agent is entitled to adjust the prices accordingly.

4 - Delivery

- a. The delivery date of the goods shall be the moment when the goods, with the exception of unimportant parts, are ready for shipment, and Sorrento Liquor or its Agent has informed the Customer thereof, or the time when the goods have left the premises of Sorrento Liquor to be forwarded to the Customer.
- b. The delivery date shall not be considered to be a firm date, unless explicitly agreed upon otherwise. In the event of attributable exceeding of the delivery date, a notice of default shall always be required. The Customer cannot derive any rights from attributable exceeding of the delivery date insofar as a term of three (3) months is not exceeded.
- c. Sorrento Liquor shall be entitled at all times to make partial deliveries, unless explicitly agreed upon otherwise.
- d. In the event that Sorrento Liquor is in default with regard to the delivery date, the Customer shall only have the right to dissolve the agreement. In that case prepaid amounts shall be refunded, without any compensation for interest.
- e. Unless explicitly agreed upon otherwise, the delivery shall be made "Ex Works" (EXW), according to the (at the time of conclusion of the agreement) most recent edition of the Incoterms, as issued by the International Chamber of Commerce.

5 - Packaging

- a. Sorrento Liquor shall have the right - at its option - to take back or not take back packaging for repeated use. Sorrento Liquor shall have the right to charge the Customer for packaging for repeated use.
- b. Only upon receipt of a credit invoice from Sorrento Liquor shall the Customer be entitled to deduct the value of the returned packaging, to the amount credited to him, from the amount he owes Sorrento Liquor.
- c. Damage to goods caused by destruction/damage of the packaging shall at all times be at the Customer's risk.

6 - Transport

- a. Sorrento Liquor shall be entitled to have the goods transported and unloaded at the expense and risk of the Customer, in a manner to be determined by Sorrento Liquor or its Agent and using means of transportation at Sorrento Liquor's option or its Agent's option, irrespective of the agreed terms and conditions of delivery.
- b. Neither Sorrento Liquor nor its Agent shall be responsible for (the use by the Customer of) any documents for the transportation of the goods to the place of destination, not even if they were provided by Sorrento Liquor or its Agent.
- c. At the first request of Sorrento Liquor or its Agent, the Customer shall provide all necessary securities for the documents needed to transport the goods to the place of destination.

- d. In the event that circumstances beyond the control of Sorrento Liquor prevent the goods from being transported to or onto respectively delivered at the agreed place, or in the event that the Customer fails to take delivery of the goods, Sorrento Liquor shall have the right - at its option - either to take the products back or to store the goods (or have them stored) at the expense and risk of the Customer. The Customer is liable for any costs of return shipment and storage, and shall furthermore be obliged to fulfil his obligations to Sorrento Liquor as if delivery had taken place. The costs referred to here shall be determined in advance by Sorrento Liquor or its Agent and the Customer jointly at 15 per cent at least of the agreed price, without prejudice to the right of Sorrento Liquor to compensation of the actual costs (if higher).

7 - Return shipments

Customer shall not be permitted to return any goods without Sorrento Liquor' or its Agent's prior written consent. Should any return shipments take place, then this shall at all times be done at the expense and risk of the sender.

8 - Risk and transfer of property

- a. The Customer shall bear the risk of any and all direct and indirect damage that may be caused to the goods, immediately after the goods are considered as delivered.
- b. Sorrento Liquor shall retain ownership of all delivered goods until any debts payable by the Customer with regard to any goods delivered or to be delivered by Sorrento Liquor to the Customer under any agreement, as well as with regard to any failure in the performance of such agreements by the Customer, shall be fully satisfied.
- c. The Customer is obliged to store the goods delivered under retention of title with the necessary care, and to store them as identifiable property of Sorrento Liquor. The Customer shall furthermore be obliged to insure the goods against damage or loss, by whatever reason, during the period of retention of title. Said insurance shall designate Sorrento Liquor as (co-)insured with an independent right of claim towards insurer(s), and the Customer shall make the policies of these insurances available for inspection to Sorrento Liquor or its Agent upon request. All claims of the Customer on the insurers pursuant to the insurances referred to above shall be assigned to Sorrento Liquor, or a right of pledge shall be granted to Sorrento Liquor.
- d. In the event that the Customer fails in the performance of his obligations, Sorrento Liquor shall be entitled to repossess any goods delivered under retention of title that are still under Customer, without prior notice of default. The Customer irrevocably authorizes Sorrento Liquor to exercise this right to repossess insofar as is necessary.
- e. In the event that and insofar as Sorrento Liquor has exercised its right to repossess as referred in the preceding paragraph, the agreement shall be dissolved wholly or for a proportionate part without any judicial intervention, without prejudice to the right of Sorrento Liquor to compensation of damage and costs. The Customer shall then be credited with the market value (not higher than the original purchase price), reduced by the damage suffered and costs incurred by Sorrento Liquor or its Agent.
- f. The Customer shall be entitled, within the framework of his normal business operations, to sell and deliver the goods delivered to him under retention of title to third parties. In the event of such sales, the debt payable by the Customer to Sorrento Liquor regarding the goods resold by the Customer shall become forthwith and fully due and payable, insofar as said claim was not already due and payable.
- g. The Customer shall always be obliged to inform third parties of Sorrento Liquor' retention of title. Furthermore, the Customer shall be obliged to provide Sorrento Liquor or its Agent with information about the whereabouts of the goods and of the person or company said goods have possibly been sold to.

9 - Payment

- a. Payment of the agreed price shall be made, without deduction or settlement, at the time of formation of the agreement (pre-payment), unless agreed upon otherwise in writing. In the event that the Customer has not paid at that time, he shall be in default by operation of law, without any prior notice of default being required, and he shall owe the statutory interest on the amount due and payable from the date at which the payment should ultimately have been made, without prejudice to any other rights of Sorrento Liquor.
- b. In the event that the Customer alleges to have a claim on Sorrento Liquor or its Agent regarding the performance of the agreement, he will still be obliged to pay the invoice.
- c. Sorrento Liquor shall, at its discretion, be entitled to require sufficient security from the Customer with regard to the fulfillment of the obligations to pay. Before performing or continuing to do so, in case Sorrento Liquor or its Agent has a well-founded fear that the Customer will not fulfill his obligations, Sorrento Liquor shall then be entitled to suspend the fulfillment of its obligations until the Customer has given said security.
- d. Any costs, both in and out of court, made by Sorrento Liquor or its Agent with regard to non-fulfillment, overdue or non-sufficient fulfillment of his obligations by the Customer, including extrajudicial collection costs and costs of legal assistance, shall be compensated by the Customer to Sorrento Liquor.

10 - Complaints

- a. The Customer shall be entitled to receive at his expense (a) sample(s) of the goods beforehand from Sorrento Liquor. If the Customer refrains from doing so, he shall be considered to agree to the quality and condition of the goods beforehand.
- b. Customer's complaints can only refer to quantity, weight or specification, as well as to non-conformity of the delivered goods with the sample(s) made available by Sorrento Liquor or its Agent.
- c. The Customer shall check forthwith the goods ultimately on arrival.
- d. Any complaints with regard to relevant defects observable at inspection of the goods, as well as complaints in connection with quantity, weight or specification shall be made in writing within 24 hours after the delivery, and include a complete description of the alleged defects, on default of which any claim in this respect shall become void.
- e. Any complaints with regard to other relevant defects must be made in writing within 24 hours after their disclosure, and include a complete description of the alleged defects, however ultimately within three (3) months after the delivery, on default of which any claim in this respect shall become void.
- f. Any claim of the Customer with regard to delivered goods shall also become void in the event that:
 - the goods have been processed or the goods are otherwise not identifiable as originating from Sorrento Liquor;
 - the defects are (also) caused by normal wear and tear, inexpert and/or incorrect treatment, use and/or storage or maintenance of the goods;
 - the Customer has not forthwith given Sorrento Liquor or its Agent the opportunity to investigate the complaints and to fulfill its obligations;
 - the Customer has not, not in time or not sufficiently, fulfilled any obligation resting with him.
- g. In connection with any parts and/or goods obtained from third parties that have not been treated by Sorrento Liquor, the Customer can only assert his claims against Sorrento Liquor insofar as Sorrento Liquor, in its turn, can assert any claims against its supplier. In that case Sorrento Liquor shall at any rate be discharged with respect to the Customer by transferring its rights with respect to its supplier to the Customer. The Customer is not entitled to assert any rights against Sorrento Liquor in the event that he can also directly assert the rights with regard to the defects concerned against the manufacturer.

- h. In the event of timely and justifiable complaints, Sorrento Liquor shall only be obliged - at its option - to either repair the goods, proceed to redelivery or to credit the Customer for the defective goods. These General Terms and Conditions shall apply unimpaired to redelivery.

11 - Liability

- a. Sorrento Liquor' liability under the agreement shall be limited to fulfillment of the obligations described in the agreement.
- b. Sorrento Liquor' liability shall never cover business damage or any other indirect damage.
- c. Sorrento Liquor shall never be liable for direct or indirect damage, including business damage, resulting from the infringement of any intellectual or industrial property rights, licences or any other rights of third parties.
- d. Should Sorrento Liquor be held liable by any third party/parties for any damage for which Sorrento Liquor is not liable pursuant to these General Terms and Conditions or otherwise, then the Customer shall be obliged to hold harmless and indemnify Sorrento Liquor against such damage and liability and to compensate it for any possibly ensuing costs, damage and interest.
- e. The limitations and exclusions of liability, as well as indemnity stipulated for Sorrento Liquor itself in the above paragraphs are also stipulated for and on behalf of its employees, any other person employed by it within the framework of the agreement, as well as for the persons from whom Sorrento Liquor or its Agent obtains delivered goods and/or parts.
- f. In the event of impediment to the performance of the agreement as a result of force majeure, Sorrento Liquor or its agent shall have the right without any judicial intervention, either to suspend the execution of the agreement for a maximum of three (3) months or to wholly or partially dissolve the execution of the agreement, without Sorrento Liquor being obliged to pay any compensation.
- g. The term force majeure in these terms and conditions shall mean any circumstance beyond Sorrento Liquor' or its Agent's control, whether or not foreseeable at the time of conclusion of the agreement, which permanently or temporarily prevents fulfilment of the contract, including but not limited to: freight problems, transportation problems, fire, weather conditions, (danger of) war, revolt, strike, employees' lock-out, or something else interrupting Sorrento Liquor' or its Agent's operations or the operations of Sorrento Liquor' suppliers, as well as default of Sorrento Liquor' suppliers.

12 - Failure

- a. In the cases provided for by the Law, as well as in the event that the Customer does not, not in time or not sufficiently, fulfill one or more obligations arising for him from the agreement, including the provisions in these General Terms and Conditions, or in the event that there is serious doubt as to the Customer being able to fulfill his contractual obligations towards Sorrento Liquor, as well as in the event of bankruptcy, suspension of payments, complete or partial stoppage of work, liquidation, transfer or encumbrance of the Customer's business, including the transfer or pledging of an important part of his accounts receivable and furthermore in the event that any goods of the Customer are attached before judgment or in execution, Sorrento Liquor shall have the right, without notice of default or judicial intervention, either to suspend the execution of the agreement for a maximum of three (3) months, or to partially or wholly dissolve the agreement, such without being liable to any compensation or guarantee, and without prejudice to any of its other rights.
- b. In the event of Sorrento Liquor' suspension of its obligations, it shall be authorized, to opt for execution or complete or partial dissolution of the agreement.
- c. In the event of such suspension or partial dissolution, the agreed price shall be forthwith due and payable, after deduction of any costs not incurred by Sorrento Liquor as a result of the suspension or the partial dissolution.

- d. In the event of partial dissolution the Customer shall furthermore be obliged, after the payment of the aforementioned amount due, to take possession of the goods covered by that payment, failing which Sorrento Liquor shall have the right to have these goods stored at the risk and expense of the Customer, or to have them sold at his expense.
- e. In the event that the Customer returns the goods received by him from Sorrento Liquor after dissolution of the agreement, said returning of the goods shall at all times be at the risk and expense of the Customer, until said goods have been taken possession of by Sorrento Liquor.

13 - General

- a. In the event that one or more stipulations of the agreement, including stipulations of these General Terms and Conditions, are null and void or become legally invalid, the remaining provisions of the agreement shall remain in force.
 - b. The Customer shall treat all business information relating to the offer or agreement which has been brought or come to his knowledge within the framework of the negotiations, offer or the agreement in strict confidence towards any third party in the broadest sense of the word.
 - c. Sorrento Liquor' rights and obligations out of these Terms and Conditions are equally applicable to its Agent. This applicability can be invoked by Sorrento Liquor' Agent at any moment.
 - d. With regard to any and all disputes in connection with the agreement, or with regard to further agreements arising or resulting from or in connection with said agreement, the Courts of the Republic of Ireland shall have exclusive jurisdiction in the first instance, unless Sorrento Liquor explicitly opts for the competence of the court of the domicile or in the place of business of the Customer.
 - e. The agreement, as well as any and all further agreements arising or resulting from or in connection with said agreement, shall be governed by and construed in accordance with the laws of Ireland.
 - f. The Customer shall refrain completely from accepting any offers, either directly or by third-party intervention, of Sorrento Liquor' or its Agent's direct supplier in connection with the goods Sorrento Liquor or its Agent is negotiating with the Customer about or has concluded an agreement on.
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