



GENERAL TERMS AND CONDITIONS OF DELIVERY

Article 1: GENERAL

- 1.1. These terms and conditions apply to all quotations and agreements relating to the delivery of goods and services by Tolmanns Gin, hereinafter referred to as "Tolmanns" for the benefit of its clients, hereinafter referred to as "the other party". The services to be provided relate to activities in which Tolmanns acts as a manufacturer/supplier for a counterparty.
- 1.2. Special provisions deviating from the terms and conditions of delivery of Tolmanns are only binding if they have been accepted in writing by Tolmanns.
- 1.3. The applicability of other general terms and conditions, including the terms and conditions of the other party, is expressly rejected by Tolmanns, unless the parties have agreed otherwise in writing.
- 1.4. These terms and conditions apply mutatis mutandis to all follow-up agreements concluded between Tolmanns and the other party.
- 1.5. Tolmanns is entitled to change and/or supplement these General Terms and Conditions.

Article 2: Quotations and offers

- 2.1. All offers made and quotations provided by Tolmanns are without obligation, unless expressly stated otherwise in writing.
- 2.2. The mere issuing by Tolmanns of a quotation, budget, pre-calculation or similar communication does not oblige Tolmanns to conclude an agreement with the other party, but counts as an invitation to enter into negotiations with Tolmanns, unless otherwise stated.
- 2.3. An offer has a validity period of 30 days, unless otherwise stated in that quotation.
- 2.4. An agreement is concluded because and after a subsequent order signed by the other party has been received by Tolmanns to an offer made by Tolmanns. In the event of an offer made by Tolmanns without obligation, Tolmanns is still entitled to revoke this offer within five days of receipt of the other party's order.
- 2.5. Data concerning the offered such as recipes, bottle samples, compositions, etc. as well as data, including colors in printed matter, catalogs, images, etc. provided by Tolmanns at the time of the offer, are indicative and are not binding for Tolmanns and are given in good faith.
- 2.6. Samples provided by Tolmanns may contain minor deviations in taste, smell, colour, but also dimensions and composition with regard to the goods ultimately to be delivered and are indicative as such and not binding for Tolmanns and are given in good faith.
- 2.7. The costs, including liquid, material and design costs, involved in compiling and presenting a sample collection, even if an agreement is not concluded, are entirely, unless otherwise stipulated, for the account of the other party.
- 2.8. If a counterparty provides an order without prior offer by Tolmanns, that order will only be concluded after Tolmanns has confirmed this in writing to the other party. In such a case, the other party is bound by the prices applicable at Tolmanns at that time.
- 2.9. Except in the event of force majeure on its part or non-performance on the part of Tolmanns, the other party is not entitled to unilaterally cancel an assignment. Insofar as the client, without being entitled to do so, believes that he should cancel an assignment, he is



obliged to compensate all damages and costs resulting from and to result for Tolmanns, including compensation for the lost profit.

Article 3: AGREEMENT

- 3.1. Unless otherwise agreed, the agreement is only concluded by a written confirmation from Tolmanns. With regard to oral agreements concluded by the other party with Tolmanns, Tolmanns accepts no liability for mistakes of any kind that have arisen as a result thereof, except for errors of any kind demonstrable by the other party. Agreements entered into with any representatives of Tolmanns do not bind him until written confirmation from Tolmanns.
- 3.2. Each agreement is only entered into by Tolmanns under the suspensive condition that the other party – solely at the discretion of Tolmanns – proves to be sufficiently creditworthy for the financial fulfilment of the agreement. Tolmanns is entitled, both at and after entering into the agreement, before (further) performance, to demand sufficient security from the other party that both the payment and the other obligations will be met. Any costs involved in providing securities are entirely for the account of the other party.
- 3.3. Subject to statutory provisions, if the agreement entered into is unilaterally terminated and/or not fulfilled by it, the other party is obliged to fully compensate Tolmanns for the costs, damages and interest, including the loss of profit.
- 3.4. Tolmanns reserves the right to inform the other party in writing within eight days that the order in accordance with the agreement referred to in paragraph 1 cannot be executed or cannot be executed unchanged as a result of circumstances of which Tolmanns or a representative could not reasonably have been aware, in which case the agreement shall be deemed dissolved, unless an agreement can still be reached.
- 3.5. After the conclusion of the agreement, changes and/or additions proposed by the other party, some will only be carried out by Tolmanns after its written acceptance. Costs involved in this will be borne by the other party.

Article 4: PRICES

- 4.1. Unless otherwise stated in writing, the price of the goods and/or services is in Euros, excluding turnover tax. All agreements are always concluded on the basis of the prices applicable at the time of conclusion or as they are separately contractually drawn up.
- 4.2. Agreed prices are binding, unless due to circumstances of the will of Tolmanns independently, such as an increase in wage costs, duties and/or excise duties, transport costs of the delivery address determined by the importer/supplier, official increases in trade prices, etc., and insofar as these increases were not reasonably foreseeable by Tolmanns, price increase must be applied.
- 4.3. This changed price given by Tolmanns to the other party is, if motivated by Tolmanns, binding on both parties. Price changes and as a result of exchange rate changes and of mandatory government measures, such as an increase in turnover tax or excise duty, are always passed on.

Article 5: DELIVERY TIMES AND SUPPLY OF GOODS

- 5.1. Issued delivery times are approximate. The delivery times are set in the expectation that there are no impediments to delivering the goods and/or services. A small or, in view of the



circumstances, reasonable exceeding of the delivery time cannot be invoked against Tolmanns. Tolmanns is only in default for exceeding the delivery time, after a registered written notice of default.

- 5.2. Delivery periods start from the moment - or are suspended until the moment - that all data and semi-finished products and/or packaging materials, to be provided by the other party, for the correct execution of the agreement are in the possession of Tolmanns.
- 5.3. Data on semi-finished products and/or packaging materials supplied by the other party that have not obtained the approval of Tolmanns in advance may result in undesirable delays and postponement of production stoppages and thus exceed the delivery periods. Tolmanns does not guarantee data, semi-finished products and/or packaging materials from parties that are not known to Tolmanns or of which it is suspected that the quality of the goods cannot be guaranteed.
- 5.4. If data semi-finished products and/or packaging materials are used for which initial investments, tests and/or quality tests must be carried out by Tolmanns and/or Suppliers of Tolmanns before these products can be processed, these costs will be borne by the other party.
- 5.5. Costs involved in exceeding delivery periods and/or lead times related to choices made by the other party with regard to data, semi-finished products and/or packaging materials and/or associated initial investments, tests and/or quality tests will be recovered from the other party on subsequent calculation.

Article 6: DELIVERY

- 6.1. The delivery of goods is made in a more agreed manner. If the method of delivery has not been agreed, delivery will take place ex works supplier.
- 6.2. Loading and dispatch via Tolmanns must be carried out efficiently. Tolmanns opts for the most common mode of transport.
- 6.3. If the other party does not take receipt of the goods at the time of delivery, those goods will be kept available at his expense and risk. In such cases, Tolmanns may charge storage costs to the other party in accordance with the rate applicable to Tolmanns.
- 6.4. Tolmanns is also entitled to sell the goods that are definitively not taken into receipt by the other party, whereby any reduced income and costs incurred will be borne by the other party, subject to other rights of Tolmanns. The other party waives its claims on the basis of any trademark infringement by Tolmanns. The provisions of this paragraph shall apply mutatis mutandis with regard to the right of retention of title.
- 6.5. Tolmanns reserves the right to deliver the goods in partial lots.

Article 7: RISK

- 7.1. Transfer of risk depends on the agreed method of delivery. If nothing has been agreed on this, the risk with regard to the goods to be delivered will pass to the other party from the moment that he has been informed that the goods are ready for delivery.
- 7.2. If applicable, insurance of the goods to be delivered takes place in an agreed manner. Costs of insurance will be charged to the other party, depending on the delivery conditions.



Article 8: ADVERTISEMENTS

- 8.1. In the case of deliveries, a visible loss and/or visible damage to the goods, caused during transport to the agreed delivery address, in the presence of the person who delivered the goods by or on behalf of the other party, must be established in writing on the transport document. The other party must immediately send a copy of this to Tolmanns.
- 8.2. Complaints with regard to defects that are not visible upon delivery will only be dealt with if and insofar as they have been notified to Tolmanns in writing within 8 days after delivery of the goods and Tolmanns may have been given the opportunity to check this.
- 8.3. Complaints about invoices must also be submitted in writing and at the latest within 8 days after the invoice date.
- 8.4. After the expiry of these periods, the other party is deemed to have approved the delivered goods or the invoice. If then, complaints will no longer be processed by Tolmanns.
- 8.5. For goods delivered by third parties, the advertising periods that these third parties have agreed with Tolmanns will apply.
- 8.6. Complaints concerning minor deviations in quality, filling volume, odour or chemical composition, customary in the industry will not be accepted by Tolmanns.
- 8.7. In the event of complaints recognized by Tolmanns, Tolmanns is, subject to liability arising from the law, only obliged to replace the goods in question or to credit the price charged for those goods, at the discretion of Tolmanns.
- 8.8. With regard to advertising, each partial delivery is considered a separate delivery.

Article 9: RETURNS

- 9.1. Unless otherwise specified, return of delivered goods can only take place carriage paid to Tolmanns, at the risk of the other party and after written permission to return from Tolmanns.
- 9.2. The permission to return does not imply the recognition by Tolmanns that the complaint is well-founded.
- 9.3. The return shipment must take place within five working days after obtaining the permission. The other party must ensure careful packaging and shipment.

Article 10: PAYMENTS

- 10.1. Payment to Tolmanns must be made in an agreed manner. If no method of payment has been agreed, payment must be made by bank, within 14 days of the invoice date, without deduction of any discount or compensation.
- 10.2. If any payment term prescribed in the terms and conditions is exceeded or separately agreed upon, the other party will, from the moment he is in default, be charged a default interest of 5% per month in addition to the amount owed by him, without prior notice of default, whereby a part of a month will be equal to a whole month.
- 10.3. The amount owed by the other party is immediately and without any notice of default due and payable in the event of bankruptcy pronounced on the other party, suspension of payment and placing under guardianship, death of the other party, seizure under the other party, liquidation or disposal of the company of the other party and when the other party is in default with the punctual fulfilment of any obligation towards Tolmanns.



- 10.4. Tolmanns reserves the right to invoice orders, which are executed in parts, per partial delivery.
- 10.5. When executing a delivery, Tolmanns shall at all times be free to require the other party to make a cash or provisional and/or partial payment, after having informed the other party of this in advance.
- 10.6. Payments are first deducted from costs, then from interest due, then from outstanding receivables and then from the principal.

Article 11: INTELLECTUAL PROPERTY/INFORMATION PROVIDED BY THE OTHER PARTY

- 11.1. Recipes developed by Tolmanns on behalf of the other party and/or interpretations of existing recipes, blends and/or semi-finished products, preparation methods, techniques, practices and/or processes required for the creation of products, or semi-finished products and/or other products to be made by Tolmanns, remain the property of Tolmanns at all times.
- 11.2. Design drawings, working and detail drawings, models, photographic recordings, samples, designs, logos, specified dimensions, quantities, designs, designs, colours, materials, technical specifications and/or other data provided by Tolmanns to the other party only count as an approximate description of the goods. The information mentioned in this article, or any right to it, do not pass into ownership to the other party. At The first request of Tolmanns, the other party must return the aforementioned data to Tolmanns at its own expense. Tolmanns guarantees that the delivered goods at the time of delivery do not infringe the intellectual property rights of a third party in the Netherlands, on the understanding that this provision does not apply to products, specifications, designs, logo prints, artwork, instructions or (other) intellectual property rights that are provided to Tolmanns by or on behalf of the other party.
- 11.3. Tolmanns reserves all intellectual property rights with regard to matters that Tolmanns has used and/or developed in the context of the performance of the Agreement and in respect of which Tolmanns has or can assert the copyrights or other intellectual property rights. Any other party not entitled trademark, patent, trade name, design or copyright on the goods and / or the data mentioned in points 1 and 2, will not be transferred to the buyer. Without prejudice to the foregoing, none of the goods or the data referred to in points 1 and 2 may be made available to third parties, whether or not for re-use, without the prior written consent of Tolmanns.

Article 12: DEVIATIONS ORDERED/DELIVERED QUANTITY

- 12.1. With regard to the ordered quantity, the following deviations are permitted per size:

- 9% for batches of less than 1,000 pieces
- 6% for batches of 1,000 to 5,000 pieces
- 3% for batches of more than 5,000 pieces.

- 12.2. For strictly required quantum, the price will be increased by 10%.
- 12.3. With regard to the required (packaging) materials for production supplied by the other party, the following allowances are required per format to compensate for losses incurred due to production losses:
 - 10% for lots of less than 1,000 pieces
 - 8% for lots from 1,000 to 5,000 pieces



7% for lots of more than 5,000 pieces

- 12.4. The goods delivered by the other party required for production must at all times be provided with a written confirmation of the delivered goods.

Article 13: RECIPES, PLANS, DRAWINGS, PACKAGING MATERIALS, PROOFS, ETC.

- 13.1. Recipes, plans, drawings, models, proofs, etc. that are not the subject of an order will be charged to other parties.
- 13.2. The recipes, plans, drawings, models, proofs, packaging materials and samples developed by Tolmanns or Tolmanns' partners remain the property of the parties concerned at all times.
- 13.3. The participation in the expenses assures the other party that recipes will only be used for the other party unless otherwise agreed. Excluded are recipes that are plausibly publicly known.
- 13.4. The storage of this material can only be guaranteed up to one year after the last use.
- 13.5. The recipes, plans, drawings, proofs, packaging materials, samples, etc. belonging to the other party remain in the premises of Tolmanns at the risk of the other party.

ARTICLE 14: LIABILITY

- 14.1. Without prejudice to the other provisions of these terms and conditions and without prejudice to mandatory provisions, The liability of Tolmanns with regard to deliveries with regard to goods is limited to a maximum of the amount for which Tolmanns is insured. With regard to services provided, liability is limited to a maximum of the value of the services provided.
- 14.2. With regard to services provided, Tolmanns is not liable for the manner of compliance with the underlying purchase agreement between the manufacturer/supplier and the other party, except for intent or gross negligence on the part of Tolmanns.
- 14.3. The liability of Tolmanns for the goods delivered to the other party does not go beyond the liability that the supplier of Tolmanns has with regard to those goods in question.
- 14.4. Tolmanns is not liable for damage caused as a result of the incompetent and incorrect use of goods delivered by Tolmanns in accordance with the instructions for use, except for gross negligence and intent on the part of Tolmanns.
- 14.5. Tolmanns is never liable for indirect damage, including, among other things; consequential damage, loss of profit and immaterial damage on the part of the other party.

ARTICLE 15: FORCE MAJEURE

- 15.1. Force majeure is understood to mean: circumstances that prevent the fulfilment of the obligation and that cannot be attributed to Tolmanns. This will include (if and insofar as these circumstances make performance impossible or unreasonably difficult) including: strikes; a general lack of required raw materials and other goods or services necessary for the realization of the agreed performance; unforeseeable stagnation at suppliers or other third parties on which the user is dependent; the circumstance that the user does not receive a performance that is important in connection with the performance to be delivered by it itself, not on time or not properly; government measures, such as import or



export restrictions that prevent the user from fulfilling its obligations in a timely and/or proper manner; excessive absenteeism due to illness; fire in the building or where Tolmanns' business is stored; (civil) war; also outside the Netherlands; riots; epidemic; traffic disruption; strike; marine vapours of all kinds; exclusion; loss or damage during transport; terrorist attacks; restriction or cessation of the supply of energy, whether or not by public utilities; fire; stagnation due to frost delay or other weather influences; computer failures; general transport problems and similar other cases which are beyond Tolmanns' control.

- 15.2. Tolmanns also has the right to invoke force majeure if the circumstance that prevents (further) performance occurs after Tolmanns should have fulfilled its obligation.
- 15.3. During force majeure, The delivery and other obligations of Tolmanns are suspended. If the period in which tolmanns cannot fulfil its obligations due to force majeure lasts longer than three months, both parties are entitled to dissolve the agreement without there being an obligation to pay compensation in that case.
- 15.4. If Tolmanns has already partially fulfilled its obligations at the onset of the force majeure or can only partially meet its obligations, it is entitled to invoice the already delivered or the deliverable part separately and the other party is obliged to pay this invoice as if it were a separate contract.
- 15.5. Tolmanns also has the right to invoke force majeure if the circumstance that caused the force majeure occurs after the performance should have been performed.

Article 16: RETENTION OF TITLE

- 16.1. Tolmanns reserves until several security for the payment of the purchase price of all the goods sold by it, until the amount due for this, including any interest and costs, has been paid in full. Transfer of purchased, unpaid goods is considered as loan.
- 16.2. Tolmanns has the right to reclaim and take possession of these goods if the negligent counterparty fails to fulfil its obligations, if it liquidates, applies for or has obtained a suspension of payment, is declared bankrupt or the goods are seized.
- 16.3. All acts of disposition with regard to the sold and delivered goods, outside the right of the other party to sell the goods in question in the context of normal business operations, are prohibited by the other party, as long as he has not fulfilled his payment obligations.
- 16.4. If Tolmanns wishes to exercise its property rights, the other party undertakes to return the goods falling under tolmanns' retention of title on first request and to provide all desired cooperation in this regard, such as providing access to the rooms in which the present goods are located. The other party is obliged to insure the delivered goods and to keep them insured against loss, damage and theft during the period that the goods fall under the retention of title. Payments made in this respect take the place of the delivered goods. The other party is not permitted to transfer the rights from insurance to third parties, in any way whatsoever.

Article 17: WARRANTY

- 17.1. For sold and delivered goods with a manufacturer's warranty, only the possible warranty provisions set by the manufacturer apply.



Article 18: DISSOLUTION

- 18.1. If the other party fails in any way in the performance, it will already be in default without any notice of default being required. Without prejudice to the provisions of the Civil Code, Tolmanns will in this case also have the right to suspend the concluded agreement, or to consider it dissolved in whole or in part without judicial intervention.
- 18.2. What is stated in the previous paragraph also applies in the event of bankruptcy or suspension of payment or placing the other party under guardianship or in the event of the cessation of its business.

Artikel 19: DISPUTES

- 19.1. All disputes that arise between the other party and Tolmanns or between Tolmanns and a third party who carries out assignments for Tolmanns on behalf of a counterparty with regard to the delivery of goods or the provision of services, including disputes concerning the interpretation of these terms and conditions, will be adjudicated in accordance with Dutch law by the competent court, in whose jurisdiction The Company of Tolmanns has its registered office.
- 19.2. With regard to disputes regarding any translations of these terms and conditions, the Dutch original will be binding.

Article 20: JUDICIAL AND OTHER COSTS

- 20.1. All costs that Tolmanns will incur for the exercise of the rights arising from purchase agreements related to Tolmanns, both judicial and extrajudicial, shall be borne by the other party. The costs that Tolmanns must incur to collect invoices not paid by the other party amount to at least 15% of the invoice amount, with a minimum amount of € 300,-, which amount can be increased annually with the increase in the CBS index figure for household consumption.