

MOLSON COORS TERMS OF SUPPLY OF DISPENSE EQUIPMENT

TERMS OF SUPPLY OF EQUIPMENT

1. Definitions and Term

- 1.1 All terms with capital letters used in these terms have the meaning set out for them in clause 12. Some terms are defined throughout the clauses though, for ease of reading.
- 1.2 These terms apply where we install and/or maintain Equipment in your outlet, right up to the point where any of the events in clause 8.1 occur. They apply for as long as we do any of these services for you, and the extent of the services we provide may even be on an 'Outlet by Outlet' basis which changes from time to time depending on what live draught keg dispense points you have in any given Outlet. These terms should be read as such so that, by way of example, we may exercise our right to end our provision of services in relation to circumstances arising in specific Outlets only.
- 1.3 Please be aware though that, if you're in breach of any of these terms and Molson Coors has any legal rights as a result, those will continue past the end of this agreement.

2. Supply of Equipment and CTS Services

- 2.1 All of your requirements for Molson Coors Draught Brands must be bought either directly from Molson Coors, or one of our Approved Wholesalers.
- 2.2 You will no doubt understand that we do not have any visibility of Molson Coors Draught Brands which are purchased via any other route, and therefore we can't verify brand quality or safety. If you do purchase via any other route, then that's a breach of these terms. Apart from any other rights we might have:
 - (a) All of our commitments on quality no longer apply in relation to any of the services provided; and
 - (b) You are responsible for any personal injury suffered by anyone, and damage to the Equipment or any other property (and indemnify us against any loss damage, cost expense or claim which is made against us as a result); and
 - (c) We are entitled to terminate these terms (which includes amongst other things all or any of the services provided).
- 2.3 We will be providing either:
 - (a) **Branded Dispense Equipment only**, in an outlet (or outlets) where either someone else is Lead Brewer, or you have made your own arrangements in relation to Standard Dispense Equipment and told us so; or
 - (b) **Branded Dispense Equipment AND Standard Dispense Equipment**, because we are your Lead Brewer;

Clauses 3 and 4 below set out particular requirements in each of those cases. All of the other terms in this document will apply to whatever scope of service you are receiving from us.

3. Branded Dispense Equipment

- 3.1 Where Branded Dispense Equipment is installed in your outlet, these terms will apply to the installation, maintenance and/or servicing of that Branded Dispense Equipment.
- 3.2 Provided you meet all of your obligations in these terms, we will provide Branded Dispense Equipment to you without charge.
- 3.3 Our Branded Dispense Equipment must only be used to dispense the relevant Molson Coors Draught Brand. Unless we are Lead Brewer (see clause 4 below), it is your responsibility to make sure that we have access to your Standard Dispense Equipment (and permission to connect the Branded Dispense Equipment to it) so that we can ensure the Molson Coors Draught Brand is pouring to a good standard and in line with its technical specification.

4. 'Lead Brewer' Status

- 4.1 In certain circumstances, Molson Coors may be your Lead Brewer in some or all of your Outlets. Where this is the case, in addition to any work we might carry out in line with clause 3, we will install and maintain your requirements for Standard Dispense Equipment in the relevant outlet(s).

- 4.2 You can of course choose to opt out of this by written notice to us, in which case you are confirming you will make your own arrangements for this service.
- 4.3 You may additionally choose to purchase the Standard Dispense Equipment from us by written notice to us. We will notify you of the price, which will be the same price we would charge someone else taking over Lead Brewer status from us.
- 4.4 If we are your Lead Brewer, and you think for any reason that this has changed, you must tell us as soon as possible, explaining why.
- 4.5 If we have not been, but become your Lead Brewer at any point, then we will offer to purchase the Standard Dispense Equipment in your outlet(s) at the then-current standard 'Must Buy Must Sell' rates. If this occurs, then naturally, clause 2.3(b) applies.

5. Your Responsibilities in relation to the Equipment

- 5.1 All Equipment is, and remains at all times, Molson Coors' property. However, the risk of any loss or damage transfers to you from the point it is installed in your outlet until we either remove it, or sell it to you or anyone else. This means that you will:
 - (a) generally look after it and make sure it doesn't get lost or come to any harm (but we acknowledge some fair wear and tear will occur with ordinary use);
 - (b) follow all instructions we've given you about how to use and care for the Equipment, this includes cleaning your beer lines every week using an approved line cleaning solution;
 - (c) tell us if there seems to be something wrong with it (and it's not a problem that we've shown you how to fix);
 - (d) in the event of a problem, you agree to follow the advice and guidance of our technicians and service agents;
 - (e) only allow Molson Coors technicians (or an approved third party technician which we've specifically told you is approved) to carry out any repair, replacement or modification of the Equipment; and
 - (f) not move the Equipment from where it was installed (this includes within your outlet – please tell us if you are moving things around and you want the Equipment moved);
 - (g) not do anything which is inconsistent with the fact that it's our Equipment – so, for example, you must not try and sell it, and must make sure that any landlord or mortgagee knows it is not your property.
- 5.2 Please note that you are responsible for providing a safe environment for the Equipment, and our technicians, to operate in. This includes ensuring that you have all required electrical and gas safety certificates, testing and approvals in place so we can install, maintain and if necessary remove Equipment. It also includes health and safety laws so our technicians can safely operate when in your outlet. Both of these are examples only, though, and your main obligation above all is to comply with any law or best practice when operating the outlet generally.
- 5.3 If you know or suspect that clause 5.2 is not being fully met, you must tell us so we can work out what action each of us needs to take to correct this. Please note that:
 - (a) we will generally only tell you if we think there are steps we need to take, and if we offer any suggestion about what steps you might need to take, that cannot be taken as formal, expert advice – you will need to take your own; and
 - (b) this means that our technicians cannot enter your outlet or carry out any work, which means that, no matter the cause, Molson Coors will not be responsible for any loss or damage, or any injury which anyone suffered, as a result of being unable to safely carry out the work (and you indemnify us against any loss damage, cost expense or claim which is made against us as a result). Please note that this applies where you do not (or cannot) provide access in line with clause 7, too.
- 5.4 Because risk of loss or damage to our Equipment rests with you as long as any of our Equipment is in your outlet, we recommend that you insure the Equipment to its full replacement value. If there is any loss or damage to the Equipment that isn't caused by us, we will charge you for the full replacement value, which will be payable within 28 days of invoice. This includes, amongst other circumstances, where you have not fully followed any instructions we have given for maintenance or operation of any Equipment, or

MOLSON COORS TERMS OF SUPPLY OF DISPENSE EQUIPMENT

any other repair or replacement Equipment which is not because of wear and tear through ordinary use.

6. Our Service Commitments

- 6.1 For as long as these terms apply (and as long as you are meeting all of your obligations), we will:
- observe all health and safety rules and regulations when carrying out any installation, maintenance or removal of the Equipment;
 - obey any reasonable instructions you give our representatives when they are in your outlet;
 - carry out any installation, maintenance or removal of Equipment with reasonable care and skill; and
 - do our best to minimise any interruption, or loss or damage to your outlet (or any of the fixtures and fittings in it) when carrying out an installation, maintenance or removal of Equipment.
- 6.2 Please note that our technicians (and subcontractors) are suitably trained experts in relation to any Equipment that we provide, which includes, amongst other things:
- deciding which Equipment should be installed in your outlet to meet your needs;
 - when an item of Equipment is not operating properly and needs repair, or is at the end of its useful life and needs replacement; and
 - advising you on how to clean, maintain and generally care for our Equipment;
- and our opinion on these things is final.
- 6.3 Once your needs have been identified and the right Equipment set up achieved, if you want any further work to be done beyond ordinary maintenance then we reserve the right to charge for that work. This includes, without limitation:
- Switching a brand pouring through a T-bar point to a font (or the other way round);
 - Any change required or damage caused because of a failure by you to meet your obligations under these terms (such as damage caused as a result of poor line cleaning practices);
 - Non-essential upgrade to Equipment;
 - Relocation of Equipment within your outlet;
 - Refurbishments of any bars or cellars;
 - 'Blitz' cleaning; or
 - Provision of temporary bar facilities;
- 6.3 Apart from the list at clause 6.1, we make no other commitment whatsoever in relation to how we carry out any services, or how we conduct ourselves generally, and to the extent permitted by law, all warranties implied by law or regulation are excluded. We do, however, instruct our staff to behave in a professional and respectful manner at all times, so if you feel this standard has not been met, please let us know.

7. Entering Your Outlet

- 7.1 You agree that our agents and employees can enter any outlet you own or operate where we provide services in relation to any Equipment so that we can:
- verify you are meeting all of your obligations under these terms fully;
 - carry out any services including installing, maintaining, cleaning or upgrading the Equipment; and/or
 - uninstall, replace and/or remove the Equipment in any of the circumstances we're allowed to as set out in this document.
- 7.2 We're entitled to have access for any of the activities anticipated by clause 7.1 on reasonable notice to you (usually 48 hours). However, you agree to provide access as soon as you possibly can if we contact you telling you that we need to do any of those things urgently.

8. When and How the Services Suspend or Terminate

- 8.1 if any of the following things happen:
- you no longer stock any Molson Coors brands;

- you breach the terms of your Supply Agreement with us, or with your chosen Approved Wholesaler(s) you are in breach of any of these terms and we give you written notice that we will no longer carry out any services;
- If you breach of any these Terms of Supply of Dispense Equipment;
- you serve written notice on us you no longer want us to provide the services;
- If Molson Coors serves four weeks' notice on you that we are ceasing the provision of the services; or
- An Event of Insolvency occurs;

Then Molson Coors is entitled to serve formal notice on you that all of its obligations are at an end under these terms and we will provide no further services to you.

- 8.2 If any of the events set out in clause 8.1 occur, then:

- We will immediately cease to provide services relating to any Equipment;
- If we are your Lead Brewer when the relevant event occurs, we will no longer be the owner of the Standard Dispense Equipment. We will immediately transfer ownership of this Standard Dispense Equipment to the incoming Lead Brewer. If the incoming Lead Brewer is not willing to purchase the Standard Dispense equipment then we will sell the Equipment to You and You will be required to purchase at the published MBMS asset transfer rates. If neither of these things happens, you must provide access as and when we request so we can recover our Standard Dispense Equipment, without charging us for access;
- You must provide access as and when we request so that we may recover our Branded Dispense Equipment, without charging us for access.

- 8.3 If any event occurs which means that we are no longer your Lead Brewer, but Molson Coors Draught Brands are still sold in your outlet, then:

- We will immediately cease to provide services relating to any Standard Dispense Equipment;
- We will no longer be the owner of the Standard Dispense Equipment. We will immediately transfer ownership of this Standard Equipment to the incoming Lead Brewer. If the incoming Lead Brewer is not willing to purchase the Standard Dispense equipment then we will sell the Equipment to You and You will be required to purchase at the published MBMS asset transfer rates;
- We will continue to provide services (and these terms will continue to apply) in relation to Branded Dispense Equipment.

- 8.4 Any termination of these terms is without prejudice to any rights and remedies which have accrued to the parties prior to said termination.

9. Charges

- 9.1 As noted in clause 3.2, there will be no charge for our services relating to Branded Dispense Equipment provided you have met all of your obligations.
- 9.2 We intend to charge Brand Owners for providing services relating to the Standard Dispense Equipment that we provide in relation to their brands. There will be no charges due to you if the brand owners on your bar agree to pay us directly for these services. If they do not pay us directly then we will charge you a one-off connection charge of £345 for each 'non-payer' dispense point when:
- you connect any new 'non-payer' dispense point(s) your bar; and
 - we re-python your outlet.
- 9.2 You agree to pay us the Charges, plus any VAT (or other tax) which applies from time to time.
- 9.2 If you have a Supply Agreement with us, then your payment terms for any services provided will be in line with payment for any products you buy from us, as set out in that Supply Agreement. In

MOLSON COORS TERMS OF SUPPLY OF DISPENSE EQUIPMENT

any other circumstances, payment is to be made within fourteen (14) days of our invoice.

- 9.3 We may change the Charges at any time. If we do, we will notify you through our ordinary channels of communication (which might include email). You can always ask for clarity on the current Charges.
- 9.4 We are allowed to charge interest as provided by the Late Payment of Commercial Debts (Interest) Act 1998 (as amended, and as may be updated by any subsequent law which deals with this issue). We are also allowed to allocate any other moneys you pay us, under any Supply Agreement or other dealings, to satisfy any unpaid Charges if we choose to.
- 9.5 A breach of these terms (including but not limited to a failure to pay on time and in full) can also be treated as a material breach of any Supply Agreement you have.

10. Liability

- 10.1 No matter what else is said in these terms, Molson Coors does not exclude its liability (if any) to the Customer for: (i) personal injury or death resulting from Molson Coors' negligence; (ii) any matter for which it would be illegal for Molson Coors to exclude or to attempt to exclude its liability; or (iii) fraud.
- 10.2 Except as provided in clause 10.1, the Customer's sole remedy in respect of any failure of the Equipment or a breach of any of its obligations in these terms shall be the repair or replacement of any Equipment or re-performance of any defective services, so that it complies with these terms. Otherwise, Molson Coors will not be liable to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with: (i) any of the Equipment; (ii) any failure or delay in the supply or installation of the Equipment or any failure or delay or defect in providing the CTS Services by Molson Coors or on the part of Molson Coors' employees, agents or sub-contractors; or (iii) otherwise under these terms.
- 10.3 Except as explicitly stated in these terms, all warranties, conditions and other terms, whether express or implied by statute in respect of the Equipment or its repair are hereby excluded to the extent permitted by law.
- 10.4 **You agree that the limitations** set out in these terms are reasonable, in light of all the circumstances of the provision of Equipment and the services provided in relation to it including, amongst other things, the price you are paying (if any) for the services provided, in return for the responsibilities Molson Coors assumes in relation to the provision of Equipment, which is complex.
11. General
- 11.1 You acknowledge that, in line with clause 2.1, we must be able to verify that, where you are not buying Molson Coors Draught Brands directly from us, you are buying from an Approved Wholesaler. You therefore authorise the Approved Wholesalers to provide Molson Coors in writing with details of all volumes of Molson Coors Draught Products you are buying as long as these terms apply, and you consent to that information being passed to Molson Coors directly by the Approved Wholesaler(s) who supply you so that Molson Coors can verify that all of your requirements are being bought from a supported route to market. This may include, without limitation, the name and address of your outlet(s) and some incidental personal data like the name of the site manager. You will make sure that any individual that might be affected by this disclosure has consented to the disclosure, and that Molson Coors will be the 'data controller' of that information. We'll use any similar personal data we hold from any direct trade under a Supply Agreement where you also buy products from us in the same way. This means that we will process all data for as long as we have a legal reason to in line with the General Data Protection Regulation, the Data Protection Act 2018, and any other law which replaces that which deals with the same subject matter. For more full information on how Molson Coors handles personal data, see www.molsoncoors.com/en/privacy, which applies here.

11.2 You cannot assign the benefit, or transfer the burden, of these terms. Molson Coors can assign the benefit and/or subcontract its obligations.

11.3 These terms and any other dispute, however arising, out of or in connection with it will be governed by English law and we each agree to submit to the non-exclusive jurisdiction of the English courts.

11.4 However, notwithstanding term 11.3 above, if there is a dispute over how what Charges are payable (including, amongst other situations, if you do not think what we are charging matches up to what products are on your bar) then our last survey will be conclusive, unless we agree otherwise.

12. Definitions and Interpretation

12.1 In these terms the following expressions will have the following meanings unless inconsistent with the context:

"Agreement" means exclusively the terms set out in this document;

"Approved Wholesaler" means a third party which sells Molson Coors Draught Products and through which Molson Coors supports the onward sale of its products to Outlets, a defined and exhaustive list of which is available from Molson Coors on request and subject to change at Molson Coors' discretion.

"Branded Dispense Equipment" means all of the dispense equipment that is being used to dispense Molson Coors brands and which is not Standard Dispense Equipment

"Charges" means the fees which are payable as set out in clause 9.2;

"Services" means the services to be provided by Molson Coors (or its appointed agents or contractors) in respect of the Equipment including the installation, repair, maintenance, cleaning repair and ultimate removal of the Equipment during the Term;

"You" means the person to which Molson Coors is to supply the Equipment and CTS Services, who will be bound by these terms.

"Draught" means products supplied in barrels, kegs, tanks or other similar bulk containers;

"Standard Dispense Equipment" means all of the remote coolers, pythons, air compressors and primary gas valves in the Outlet;

"Event of Insolvency" means where the Customer:

- (a) being a company has a receiver, administrator or provisional liquidator appointed or passes a resolution for its winding-up (save for the purpose of a solvent restructuring) or a court makes a winding up order in respect of it or it enters into any composition or arrangement with creditors (other than relating to a solvent restructuring) or it ceases to carry on business or any steps or actions are taken in connection with any of these procedures; or
- (b) being an individual has a receiver appointed or a court makes a bankruptcy order in respect of him or he enters into any composition or arrangement with creditors or ceases to carry on business or any steps or actions are taken in connection with any of these procedures; or
- (c) being a partnership or firm has a receiver, administrator or provisional liquidator appointed or passes a resolution for its winding-up or a court makes a bankruptcy or winding up order in respect of it or any of its partners or it enters into any composition or arrangement with creditors or it ceases to carry on business or any steps or actions are taken in connection with any of these procedures; or
- (d) has any distraint, execution or other process levied or enforced on all or the substantial part of its property including the Outlet;

"Lead Brewer" means the producer and/or distributor as relevant of draught products who has, by number, the largest number of live keg dispense points in a given Outlet;

"Molson Coors" means Molson Coors Brewing Company (UK) Limited a company registered in England and Wales under number 26018 whose registered office is at 137 High Street, Burton-on-Trent, Staffordshire DE14 1JZ, England, UK;

MOLSON COORS TERMS OF SUPPLY OF DISPENSE EQUIPMENT

"Molson Coors Draught Products" means Draught beer and cider brands owned by Molson Coors, or which Molson Coors explicitly nominates in writing as satisfying such definition from time to time in its discretion (such as by way of example those which are distributed under licence) that may be supplied to the Customer by Molson Coors or any Approved Wholesaler from time to time including, by way of example, Carling lager;

"Outlet" the Customer's retail outlet where the Equipment is to be installed and the CTS Services are to be performed as agreed between the Molson Coors and the Customer;

"Services" means any installation, maintenance or removal of Equipment;

"Supply Agreement" an agreement between the Customer and Molson Coors or any Approved Wholesaler for the Supply of the Molson Coors Draught Products (and where relevant, Third Party Draught Products);

"Third Party Draught Products" means Draught beer or cider brands which are not Molson Coors Draught Products, and which Customer purchases from Molson Coors pursuant to a Supply Agreement; and

"Year" means each successive 12 month period commencing from the Commencement Date or each anniversary of the Commencement Date during the Term.

12.2 The headings used in these terms are for convenience only and will not affect its construction or interpretation.

12.3 The words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

The expression "person" means any individual, firm, body corporate, unincorporated association, or partnership