Fever-Tree Standard Terms of Supply

These Terms of Supply (**Terms**) apply to the agreement for the supply of Goods or Services by Fevertree Limited, Fevertree UK Limited, Fevertree Europe Limited, Fevertree ROW Limited or other subsidiary as notified to you during onboarding and/or named on the relevant invoice (**Seller**) to the person, firm or company who purchases the Goods or Services (**Customer**). These Terms apply to all Seller's sales and deliveries of Goods or Services to Customer to the exclusion of any other terms, conditions and/or warranties that Customer seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing to the maximum extent permitted by applicable law.

Each order or acceptance of quotation by Customer shall be deemed to be an offer by Customer to purchase Goods or Services subject to these Terms (the **Contract**), save that if Seller and Customer enter into a formal written agreement for the supply of Goods or Services and there are inconsistencies between that supply agreement and these Terms, the terms of the supply agreement shall prevail. Any variation of these Terms or any representations about the Goods or Services must be agreed in writing and signed by an authorised representative of Seller and none of Seller's employees or agents has any authority to bind Seller by an oral agreement at variance with these Terms. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Seller which is not set out in the Contract. Customer further acknowledges that if it does rely on any untrue statement made by Seller in entering into any Contract, Customer shall not have any remedy unless such statement was made fraudulently. For the purpose of these Terms, **Business Day** shall mean a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

SECTION A: Terms and Conditions applicable to Seller's sale of Goods

1. Orders for Goods

1.1 All goods and/or products (and any services incidental thereto) (**Goods**) are offered for sale subject to availability and in accordance with these Terms.

1.2 Orders shall be for the minimum quantities in terms of volume or value specified by Seller from time to time, save that Orders for the following Goods in all formats must be in full pallet loads only: Indian Tonic Water, Refreshingly Light Tonic Water, Mediterranean Tonic Water and Refreshingly Light Mediterranean Tonic Water. Any point of sale materials supplied by Seller to Customer are intended merely to present a general idea of the Goods and nothing contained in any of the foregoing shall form part of the Contract.

1.3 No order for Goods submitted by Customer shall be deemed accepted by Seller until the order is confirmed as accepted by Seller's authorised representative or (if earlier) when Seller delivers the Goods to Customer. Seller will be entitled to reject orders for any reason.

1.4 By submitting any order, Customer represents and warrants that no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, threatened) for its insolvency, winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator or similar officer in relation to any of its assets or revenues or anything that is equivalent or substantially similar to any of the foregoing under any applicable jurisdiction.

2. Goods Delivery

2.1 Seller shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the type and quantity of the Goods, and, if the order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

2.2 Seller shall deliver the Goods to the location set out in the order (which may include Seller's warehouse for collection) or such other location as the parties may agree (**Delivery Location**) at any time after Seller notifies Customer that the Goods are ready.

2.3 Delivery of the Goods shall be deemed to take place when the Goods arrive at the Delivery Location.

2.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Seller shall not be liable for any delay in delivery of the Goods that is caused by an event of force majeure (in accordance with clause 13 of these Terms) or Customer's failure to provide Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

2.5 If Customer fails to take delivery of the Goods, then without prejudice to any other right or remedy available to Seller, Seller may store the Goods until actual delivery and charge Customer for the reasonable costs (including insurance) of storage.

2.6 Subject to clause 11.1, Seller shall not be liable for any non-delivery (in whole or part) of any order, incorrect delivery of Goods (whether because the Goods delivered were not those ordered or otherwise) or damage in transit unless notified to Seller accordance with clause 4.

2.7 Customer shall not be entitled to reject the Goods if Seller delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the order invoice on receipt of notice from Customer that the wrong quantity of Goods was delivered.

2.8 Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle Customer to cancel any other instalment.

3. Risk and title in Goods

3.1 Risk of loss or damage to the Goods shall pass to Customer at the time of delivery to the Delivery Location. Title in the Goods will not pass to Customer until Seller has received in full all sums due to it in respect of the Goods, together with all monies which are or which become due to Seller from Customer on any account.

3.2 Until title to the Goods has passed to Customer, Customer shall (a) hold the Goods on a fiduciary basis as Seller's bailee; (b) store the Goods separately from all other products of Customer or any third party in such a way that they remain readily identifiable as Seller's property; (c) maintain the Goods in a satisfactory condition; and (d) insure the Goods with a reputable insurer from the point at which risk passes to Customer, for their full value against all its liabilities pursuant to these Terms, Contract or any supply contract, to the satisfaction of Seller and shall produce evidence of such insurance upon the request of Seller.

3.3 Notwithstanding Seller's retention of title in clause 3.2, Customer may sell Goods in the ordinary course of business but shall not otherwise (and shall not purport to) sell, mortgage, encumber or part with possession of the Goods or allow any lien or encumbrance to arise over them.

3.4 If Customer breaches any of these Terms, then the right of Customer to sell the Goods belonging to Seller will immediately cease without any act, deed or notice on the part of Seller. In such event, Customer shall (at its cost) deliver up the Goods to Seller and, if Customer fails to do so promptly, Seller shall be entitled to enter any premises of Customer or of any third party where the relevant Goods are stored in order to recover them.

4. **Inspection of Goods**

4.1 Customer shall inspect the Goods immediately on receipt and shall: (a) within three (3) Business Days, give notice to Seller of, (without limitation) any immediately apparent damage to, or shortage of the Goods; and (b) within seven (7) Business Days, give notice where it is or would have been apparent upon a reasonable inspection, of any ground on which Customer alleges that the Goods are not otherwise in accordance with the Contract or are defective. In the event of alleged damage in transit, the original packaging must be retained by Customer for inspection (if required) by Seller's carriers and/or insurers.

4.2 If Customer fails to give notice as above: (a) Customer shall be deemed to have accepted the Goods accordingly and to have waived any rights to claim damages for short delivery or otherwise, howsoever caused; and (b) the Goods shall be presumed to be in all respects in accordance with the order and free from any defect which would be apparent from reasonable examination of the Goods.

4.3 Following a notice given in accordance with clause 4.1: (a) any affected Goods that are alleged to be defective or otherwise not in accordance with the Contract shall be held by Customer, without cost to Seller, awaiting Seller's instructions; and (b) Customer shall allow Seller's representatives full access at any time during working hours to examine the affected Goods.

4.4 In the event that Customer establishes to Seller's reasonable satisfaction that the Goods are not in accordance with the Contract, or are defective, Customer's sole remedy shall be limited to the return of the Goods, and Customer shall be credited accordingly.

5. Returnable Equipment

5.1 All returnable equipment including but not limited to bottles, cases, pallets and locator boards (**Returnable Equipment**) shall at all times remain the exclusive property of Seller but shall be at Customer's risk with regard to loss, damage or theft. Customer shall insure and keep insured with a reputable insurer such Returnable Equipment.

5.2 Customer must not sell, assign, pledge, charge, underlet or in any other way part with possession of the same.

5.3 Customer shall return all Returnable Equipment to Seller on request. If Customer fails to return any Returnable Equipment in a like-for-like state, or at all, Seller shall be entitled to charge to Customer the cost of replacement as new thereof or Seller shall be entitled to levy a deposit charge from time to time or to enter upon the premises of Customer without notice to audit or recover any such Returnable Equipment. Credit against such deposit will be given for the return in good condition of the same.

5.4 It is the responsibility of Customer to ensure that returned Returnable Equipment are noted on each related delivery note. Customer's signature on the delivery note, or affirmation or payment of any related invoice shall irrevocably be deemed to provide absolute verification thereof.

6. Storage and handling of Goods

6.1 Seller shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach the Delivery Location in good condition.

6.2 Seller warrants that the Goods supplied to Customer under the Contract shall, on delivery: (a) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for human consumption; and (b) comply with all applicable statutory and regulatory requirements.

6.3 Seller shall not be liable for the Goods' failure to comply with the warranties set out in clause 6.2 in the event that defects arise as a result of Customer's arrangements for transportation and storage of the Goods.

6.4 Customer shall handle, store, dispose and onward sell the Goods supplied to it under the Contract in accordance with all applicable generally accepted industry standards and practices, statutory and regulatory requirements, and any requirements reasonably specified by Seller relating to the quality, storage, refrigeration, handling, delivery, and sale of the Goods, including but not limited to: (a) only permitting the use of safety knives (no open blades or open sharp implements) for the de-shrouding of pallets and Goods supplied in film wrap with Goods supplied in boxes being opened by hand; (b) storing the Goods upright and in cool and dry conditions away from direct sunlight, and ensuring that the Goods do not freeze at any time; (c) handling Goods with care acknowledging their pressurised nature; (d) racking pallets of finished Goods where possible and in the absence of racked storage, pallets of 500ml/275ml Goods should only be single stacked (i.e. no more than 1 pallet high), and pallets of 200ml Goods or 150ml canned Goods should only be stacked a maximum of 2 pallets high; (e) ensuring traceability of the Goods and rotating the Goods so that the oldest are sold first; and (f) immediately removing any defective (or allegedly defective) Goods from sale.

6.5 Customer shall obtain and maintain in force all licences, permissions, authorisations, consents and permits needed to store, handle, deliver, and onward sell the Goods.

7. Product Recall

7.1 In the unlikely event of a Product Recall (as defined in clause 7.5 of these Terms), and if required by Seller, Customer will enforce Seller's procedures (as notified to Customer) covering Product Recall and will cooperate with Seller to ensure that the Product Recall is dealt with promptly and effectively.

7.2 Customer will immediately notify Seller if it becomes aware that any Goods are unsafe, defective, unfit for purpose or otherwise non-compliant with any applicable law.

7.3 Where Seller notifies Customer of a Product Recall: (a) Customer shall immediately cease all further sale or supply of the Goods that are subject to the Product Recall; (b) Customer shall, at Seller's request, return all Goods that are subject to the Product Recall and which remain in Customer's direct possession to Seller within five (5) working days, or at Seller's option, destroy those Goods; (c) Customer shall take such other steps as Seller may reasonably request in order to protect consumers or otherwise to facilitate the carrying out of the Product Recall; and (d) Seller's liability shall be limited to (i) the provision of replacement Goods or, where they are not available, credit, on receipt of the recalled Goods or proof of the Product Recall; and (ii) delivery and transportation charges which are reasonable in the opinion of Seller.

7.4 Except to the extent required by law, Seller shall not be liable for any further costs or charges as a consequence of the Product Recall. Except to the extent required by law, Customer shall not publish any notices or press releases in connection with a Product Recall without receiving Seller's prior written consent.

7.5 In these Terms **Product Recall** means any corrective action in relation to Goods that are no longer within Seller's control and which Seller knows or has reason to believe may be unsafe, defective, unfit for purpose or otherwise non-compliant with any applicable law or its own product quality standards.

8. Exports outside the EEA

8.1 Customer shall not export the Goods, directly or indirectly, from the European Economic Area and Switzerland without Seller's prior written consent. If this condition is breached, Seller reserves the right to suspend deliveries, and to sue the Customer for an injunction and/or damages.

8.2 Orders intended for resale outside the European Economic Area and Switzerland must specify the quantities, the country of destination and the consignee's name. Seller reserves the right to reject any order.

SECTION B: Terms and Conditions applicable to Seller's sale of Services

9. Services and Deliverables

9.1 **Services** means the services, including the Deliverables, supplied by Seller to Customer as set out in the description or specification for the Services provided in writing by Seller to Customer (the **Services Specification**). **Deliverables** means the deliverables set out in the Services Specification produced by Seller for Customer.

9.2 Seller shall supply the Services to Customer in accordance with the Services Specification in all material respects.

9.3 Seller shall use all reasonable endeavours to meet any performance dates specified in the Services Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

9.4 Seller warrants to Customer that the Services will be provided using reasonable skill and care.

9.5 Customer shall co-operate with Seller in all matters relating to the Services. Seller shall not be liable for any failure or delay in perform of the Services caused by any act, omission or failure by Customer.

SECTION C: Terms and Conditions applicable to all Orders

10. Price, invoicing and payment

10.1 The price for the Goods or Services shall be the price agreed between Seller and Customer, or should the parties fail to agree on a price, the purchase price shall be determined by reference to the prices in Seller's price list as at the date of delivery or deemed delivery, as updated by Seller from time to time. Unless otherwise expressly stated in any quotation, prices quoted are valid for 30 days only or until earlier withdrawal of the quotation by Seller or acceptance by Customer. Thereafter, they are subject to change without notice.

10.2 Seller may, by giving notice to Customer at any time, increase the price of the Goods or Services to reflect any increase in the cost of the Goods or Services that is due to: (a) any factor beyond Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by Customer to change the delivery date(s), quantities or types of Goods or Services ordered; or (c) any delay caused by any instructions of Customer or failure of Customer to give Seller adequate or accurate information or instructions.

10.3 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to Customer. The price of the Goods is exclusive of amounts Seller may be required to pay in respect of levies and/or governmental taxes in relation to the use of sugar in the Goods (if any). Customer shall provide all reasonable co-operation to Seller in connection with obtaining any rebate or credit in relation to such levies and/or governmental charges applied to Goods under a Contract, including completing any procedural formalities and procuring any evidence that may be required.

10.4 The price of the Goods or Services is exclusive of amounts in respect of value added tax (**VAT**). Customer shall, on receipt of a valid VAT invoice from Seller, pay to Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services.

10.5 Seller may invoice Customer: (a) for Goods, on or at any time after the completion of delivery (or deemed delivery) or (b) for Services, unless otherwise stated in the order, 50% on engagement and 50% on completion of the Services.

10.6 Customer shall pay the invoice in full and in cleared within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Seller. Time of payment is of the essence. Seller reserves the right to invoice the purchase price to Customer on a pro-forma basis at any time on written notice to Customer. If payment is to be made on a pro-forma basis delivery will not be made until the Seller is in receipt of cleared funds.

10.7 If Customer fails to make any payment due to Seller under the Contract by the due date for payment (**due date**), then Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC's base rate. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. Customer shall pay the interest together with the overdue amount.

10.8 Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and Customer shall not be entitled to assert any credit, set-off or counterclaim against Seller in order to justify withholding payment of any such amount in whole or in part. Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by Customer against any amount payable by Seller to Customer.

11. Limitation of Liability

11.1 Nothing in these Conditions shall limit or exclude Seller's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (d) defective products under the Consumer Protection Act 1987; or (e) any matter in respect of which it would be unlawful for Seller to exclude or restrict liability.

11.2 Subject to clause 11.1 Seller shall under no circumstances whatever be liable to Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (a) loss of profit, (b) loss of sales, revenue or business; (c) loss of customers or contracts; (d) loss of or damage to reputation or goodwill; (e) loss of opportunity; or (f) any indirect, special or consequential loss arising under or in connection with the Contract.

11.3 Subject to clauses 11.1 and 11.2 Seller's total liability to Customer arising under or in connection with the Contract or its subject matter and to anything which it has done or not done in connection with the same, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, shall be limited, in aggregate for all claims arising, to the greater of: (i) all amounts payable (whether or not yet paid) by Customer under the Contract; and (ii) £5,000.

11.4 Subject to clause 11.1, Seller shall not be liable whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any loss, damage, expense or liability incurred or sustained as a result of: (a) the use of any Goods or Services except for their normal intended purpose; (b) any adaptation, modification or repair of any Goods or Services, or integration or combination with any other product or material not supplied by Seller, in each case carried out by anyone other than Seller or

without Seller's express written consent; (c) any defect arising in any Goods or Services as a result of fair wear and tear, or misuse, wilful damage, negligence on the part of anyone other than Seller, or abnormal storage or working conditions; (d) the compliance by Seller with any design, specification or instructions provided by or on behalf of Customer; and/or (e) any materials provided by on behalf of Customer.

11.5 Subject to clause 11.1, Seller shall not be liable to any purchaser of the Goods or Services from Customer in respect of any claim whatsoever.

12. Termination

12.1 If: (a) Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); (b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of Customer; (c) Customer ceases, or threatens to cease, to carry on business; (d) Customer is subject to any proceedings or circumstances which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction; or (e) Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to Customer and notifies Customer accordingly, then, without prejudice to any other right or remedy available to Seller, Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to Customer and, if Goods or Services have been delivered but not paid for, the price (together with all associated invoiced amounts) shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

12.2 Seller may terminate the Contract where Customer is in material breach of its obligations.

12.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect. On termination of a Contract for any reason, Customer shall immediately pay to Seller all outstanding invoices for Services or Goods rendered

13. Force Majeure

13.1 Seller shall not be liable or be deemed to be in breach of contract for any failure or delay in performance of its obligations to Customer under the Contract as a result of causes beyond Seller's reasonable control, including (but not limited to) pandemics, strikes, lock outs, trade disputes, adverse weather conditions, default of suppliers or sub-contractors, failure of energy sources or transport networks, acts of God, breakdown of plant or equipment, epidemics or similar events, or inability or delay in obtaining supplies of adequate or suitable materials.

14. Intellectual Property

14.1 All intellectual property rights in the Goods and Services shall remain the property of Seller or its licensors. Customer shall not acquire any intellectual property rights, whether by licence or otherwise, relating to the Goods or Services in any way and may not copy of imitate the Goods or do or omit to do, or permit any third party to do or omit to do, anything which may damage such intellectual property rights in any way.

14.2 Seller consents to Customer's use of its intellectual property rights incorporated in the Goods, including the "Fever-Tree" trademark, solely within the United Kingdom. Customer does not possess the right to distribute, market and/or onward sell the Goods to the EEA.

15. Confidentiality and Data Protection

15.1 Customer shall maintain and preserve all confidential and commercially sensitive information concerning Seller and its group members, their business and the Goods (including without limitation its price lists) howsoever disclosed to or obtained by Customer, whether orally or in writing and whether or not expressly stated to be confidential or marked as such.

15.2 Each party shall at all times comply with all applicable legislation for the time being in force pertaining to data protection, data privacy, data retention and/or data security, and to the extent applicable under such legislation, obtain and maintain all appropriate registrations required in order to allow that party to perform its obligations under the Contract.

16. General

16.1 Seller may assign, novate or sub-contract the Contract or any part of it to any person, firm or company. Customer shall not be entitled to assign or novate the Contract or any part of it without the prior written consent of Seller. All notices must be in writing. Notices to Seller must be sent to the following address: 186-188 Shepherds Bush Road, London W6 7NL. Notices to Seller shall be delivered by hand, or by pre-paid first class post or registered mail. Notices to Customer shall be delivered by hand, pre-paid first class post, registered mail or email and will be sent to the registered office or principal place of business of Customer or the email or address otherwise stated on the order.

16.2 No omission, forbearance or delay on the part of either of the parties to enforce fully any provision of the Order or any other right, power, privilege or remedy otherwise available to it shall be construed as a waiver of such provision, right, power, privilege or remedy or of a right thereafter to enforce the same or any other provision, right, power, privilege or remedy.

16.3 If at any time any provision of the Contract is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction then such provision shall be treated in such jurisdiction as severed from the remaining provisions and neither the validity legality or enforceability of the remaining provisions nor the validity legality or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

16.4 Customer shall maintain a quality assurance program in accordance with good industry practice and shall comply with Seller's Social, Ethical and Environmental Business Policy as amended from time to time.

16.5 The Contract (which for the avoidance of doubt shall incorporate these Terms) contains the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior agreements written or oral and each of the parties acknowledges that it has not been induced to enter into the Order by reason of any representation made by or on behalf of the other party. Nothing in this clause 16.5 will operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

16.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply in relation to these Terms or the Contract of which they form part, and nothing in these Terms shall confer on any third party the right to enforce any provision of these Terms.

16.7 The Contract is governed by English law. Both parties submit to the exclusive jurisdiction of the English courts in relation to any Dispute, but Seller is also entitled to apply to any court worldwide for injunctive or other remedies in order to protect or enforce its intellectual property rights and/or confidential information.