

GENERAL TERMS AND CONDITIONS FOR SUPPLIERS

Dear Business Partner,
We would like to simplify the handling of all business relationships with our Suppliers as much as possible without providing unilateral legal advantages to one contractual partner. For that reason, we are restricting ourselves to the following general terms and conditions of purchase, which are expressly deemed agreed for both new and ongoing business relationships.

Section 1 General – Scope of application

- (1) Our terms and conditions of purchase apply exclusively; we do not recognise any terms and conditions of the Supplier that contradict or deviate from our terms and conditions of purchase, unless we have expressly agreed to their validity in writing. Our terms and conditions of purchase shall also still apply even if we—knowing of conflicting terms and conditions or terms and conditions of the Supplier that deviate from our terms and conditions of purchase—accept the delivery of the Supplier without reservation.
- (2) All agreements made between us and the Supplier for the purpose of performing this contract must be laid down in writing in this contract.
- (3) Our terms and conditions of purchase also apply to all future transactions with the Supplier.

Section 2 Offer – Offer documents

- (1) The Supplier is obliged to accept our order within a period of one week.
- (2) We reserve property rights and copyrights to images, drawings, calculations and other documents; they may not be made accessible to third parties without our express, written consent. They must be used exclusively for production based on our order; after the order has been processed, they must be returned to us without being requested to do so. They must be kept confidential in relation to third parties; in this respect, the rule of Section 9 para. (4) shall also apply.

Section 3 Prices – Payment terms

- (1) The price shown in the order is binding. Unless otherwise agreed in writing, the price includes free-domicile delivery, including packaging. Return of the packaging must be specially agreed.
- (2) The statutory value added tax is included in the price.
- (3) We can only process invoices if they state the order number shown in the order—in accordance with the specifications in our order; the Supplier is responsible for all consequences resulting from non-compliance with this obligation, unless the Supplier proves that they are not responsible for such.
- (4) Unless otherwise agreed in writing, we will pay the purchase price within 30 days, calculated from the time of delivery and receipt of the invoice.
- (5) We are entitled to off-set and retention rights to the extent provided by law.

Section 4 Delivery period

- (1) The delivery period specified in the order is binding.
- (2) The Supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to Supplier with the result that the agreed delivery time cannot be met.
- (3) In the event of a delay in delivery, we are entitled to demand flat-rate compensation for the delay of 1% of the delivery value per completed week, but not more than 5%; the right to further statutory claims (withdrawal and compensation in lieu of performance) remain reserved. The Supplier has the right to prove to us that no loss or significantly less loss has arisen as a result of the delay.
- (4) The Supplier is not entitled to make partial deliveries without our prior written consent.

Section 5 Transfer of risk – Documents

- (1) Unless otherwise agreed in writing, delivery must be free domicile.
- (2) The Supplier shall state our exact order number on all shipping documents and delivery notes; if Supplier fails to do so, we are not responsible for the delays in processing resulting therefrom.

- (3) Risk transfers to us, even if shipment has been agreed, only when the goods are handed over to us at the agreed destination.

Section 6 Investigation of defects – Liability for defects

- (1) We are obliged, within a reasonable period, to check the goods for any deviations in quality or quantity; the complaint is deemed timely if it is received by the Supplier within a period of eight working days, calculated from receipt of the goods or, in the case of hidden defects, from their discovery.
- (2) We are entitled to the full statutory rights with respect to defects; in any case, we are entitled to demand rectification of defects or delivery of a new item from the Supplier at our discretion. The right to compensation, particularly compensation in lieu of performance, is expressly reserved.
- (3) We are entitled to remedy the defect ourselves at the Supplier's expense if the Supplier is in default with the supplementary performance.
- (4) The limitation period is two years (for work services five years), calculated from the transfer of risk, unless mandatory statutory provisions provide otherwise.

Section 7 Product liability – Indemnification – Liability insurance cover

- (1) Insofar the Supplier is responsible for product damage, the Supplier is obliged to indemnify us against claims for damages by third parties upon first request, when the cause stems from Supplier's area of control and organisation and the Supplier is liable in the external relationship.
- (2) Within the scope of its own liability for loss events within the meaning of para. (1), the Supplier is also obliged to reimburse us for any costs that arise from or in connection with a recall campaign lawfully carried out by us. We will inform the Supplier of the content and scope of such a recall in good time in advance, if possible and reasonable, and give the Supplier the opportunity to comment.
- (3) We shall provide the necessary information to the respective competent authority in accordance with the provisions of the applicable law in consultation with the Supplier.
- (4) Setting appropriate amounts of insurance cover is specific to the product and industry; details should be checked in each case taking into account the adequacy of cover thereby specified.

Section 8 Intellectual property rights - Rights of use

- (1) The Supplier guarantees that no rights of third parties are infringed in connection with or by Supplier's delivery.
- (2) If claims are asserted against us by a third party, the Supplier is obliged to indemnify us against these claims upon first written request.
- (3) In the event of claims for damages by the third party, the Supplier reserves the right to prove that it was not responsible for the infringement of the third party's rights. We are not entitled to make any agreements with the third party – without the consent of the Supplier – in particular to conclude a settlement.
- (4) The Supplier's duty to indemnify relates to any expenses that we necessarily incur from or in connection with the claim by a third party, unless the Supplier proves that it is not responsible for the breach of duty underlying the infringement of intellectual property rights.
- (5) The limitation period for these claims is three years, starting with the transfer of risk.
- (6) If works are produced within the scope of our order that are (can be) protected by industrial property rights, then we are exclusively entitled to these rights as far as possible. If a transfer is not possible, we will be granted an exclusive right, unlimited in terms of time, territory and content, to use and exploit the work, also with the goal of commercial marketing. The grant of rights expressly includes all known forms of use and in particular the right of reproduction, making publicly available and distributing, i.e. the right to reproduce the work without limitation and make it publicly accessible or to reproduce it publicly, taking into account any technical possibilities, in particular through digital integration within the scope of the website; the right of making it accessible on demand, i.e. the right to store the work, to keep it ready for the public and to transmit it to one or more users, in all analogue or



GENERAL TERMS AND CONDITIONS FOR SUPPLIERS

digital electronic databases, electronic data networks and networks of telecommunications services; the right of reproduction for the public, i.e. the right to replay the work for commercial or non-commercial purposes, through audio recordings, video recordings, audiovisual media, multimedia carriers or other data carriers, in particular also magnetic tapes, magnetic tape cartridges, video discs, chips, in all formats, using all analogue and digital procedures and techniques; the right to edit, i.e. the right to redesign and edit the work itself or by third parties as desired, while safeguarding moral rights, in particular to digitise it for the purpose of integration into the website; the right of advertising, i.e. the right to use the work for advertising of the website, also in any other media and outside the Internet, namely on television and in print media, but not for advertising third-party products.

(7) The grant of rights also includes partial use of the works and use in connection with other works.

Section 9 Retention of title – Provision – Tools – Confidentiality

(1) If we provide parts to the Supplier, we reserve ownership thereof. Processing or transformation by the Supplier will be carried out for us. If our goods subject to retention of title are processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

(2) If the item provided by us is inextricably mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is done in such a way that the Supplier's item is to be regarded as the main item, it is deemed agreed that the Supplier will transfer co-ownership to us in proportion to the value of the item provided; the Supplier will hold the sole ownership or co-ownership for us.

(3) If the security rights to which we are entitled pursuant to para. (1) and/or para. (2) exceed by more than 10% the purchase price of all our goods subject to retention of title not yet paid, we shall release the security rights at our discretion at the request of the Supplier.

(4) The Supplier is obliged to keep all images, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation also applies after performance of this contract. However, it expires if and to the extent that the production knowledge contained in the images, drawings, calculations and other documents provided has become generally known or was demonstrably already known to the Supplier at the time of notification within the meaning of sentence 1.

Section 10 Storage of data

We would like to point out that we store and process personal data in the context of our business activities, in particular for the purpose of fast and error-free processing of the orders placed, in compliance with the statutory provisions, in a central location using IT systems. For details, please see our Data Protection Policy. You can access the current version at the following URL: [Privacy Policy](#).

Section 11 Supplier standards - Anti-corruption and anti-money laundering regulation

(1) The SUPPLIER undertakes to comply at all times with the Pernod Ricard Supplier Standards (found under: [Pernod Ricard Supplier Standards](#)) in the respectively valid version.

(2) The Parties declare and agree that they have not breached and will not breach any applicable anti-corruption laws (i.e. laws, regulations, or administrative provisions to combat corruption, bribery, conflicts of interest) or any applicable trade sanctions. This includes in particular the Swiss Criminal Code (Art. 322ter et seq. StGB [Strafgesetzbuch]), the Money Laundering Act (GwG

[Geldwäschegesetz]), the French Sapin-2-Law, the US Foreign Corrupt Practices Act and the UK Bribery Act, if applicable.

(3) In particular, each Party warrants and commits to the other that they will neither directly nor indirectly offer, promise, give, demand, approve or accept anything of value (including bribes, discounts, severance payments, influence payments, kick-backs or facilitation payments) to or from any private or public person in order (i) to obtain or retain a contract, agreement or commitment or an unjustified business advantage and/or (ii) to influence a public official in the fulfilment of his/her public duties, in any case in breach of the anti-bribery or anti-money laundering laws.

(4) Should one of the Parties establish in good faith or have reasonable suspicion that the other Party, its affiliated companies, subcontractors, agents or representatives have behaved or are behaving in such a way that breaches applicable anti-bribery and anti-money laundering laws and regulations or exposes either Party to the risk of liability under these laws and regulations, including the breach of assurances in this agreement, each Party has the right to suspend or terminate this CONTRACT unilaterally and immediately without any compensation.

(5) The Parties shall obligate their directors, senior officers, employees, subcontractors and representatives to comply with the obligations arising from this provision at all times.

Section 12 Place of jurisdiction – Place of performance

(1) The courts at the registered office of PERNOD RICARD SWISS SA have exclusive jurisdiction.

(2) The contracts concluded between us and the Supplier are subject to Swiss law, to the exclusion of the Convention on the International Sale of Goods (UN Convention on CISG).

Section 13 Severability clause

Should one of the above conditions or any other contractual agreement be or become invalid, this shall not affect the validity of the remaining provisions. In lieu of the invalid rule, a provision that comes closest to what the parties intended as allowed by law shall be deemed to have been agreed. The same applies to contractual loopholes.

September 2025