

§ 1. Purpose:

These Terms and Conditions govern all purchases of goods and services made under separate delivery agreements and/or purchase orders (together with these Terms and Conditions and further appendices to the delivery agreement or order) hereinafter referred to as the "Agreement" between Carlsberg and Supplier, having status of a large-, micro-, small- or medium-sized enterprises within the meaning of Annex I to Commission Regulation (EU) No 651/2014 dated June 17, 2014 recognizing certain types of aid as compatible with the internal market in application of Article 107 and 108 of the Treaty (Official Journal of the EU L 187 of June 26, 2014, page 1, as amended), unless otherwise agreed by the parties and confirmed in writing by authorised signatories of Carlsberg and Supplier.

13. Companies belonging to the Carlsberg Polska capital group, i.e. Carlsberg Polska Sp. z o.o. with its seat in Warsaw and Carlsberg Supply Company Polska S.A. with its seat in Warsaw declare that they have the status of a large entrepreneur within the meaning of above mentioned regulations and Art. 4, point 6 of Law on preventing excessive delays in commercial transactions dated March 8, 2013 (consolidated text: Journal of Laws of 2022, item 893) and they declare that none of them is a medical entity in the meaning of Art 4, point 1, items 2-4 of the Act on medical activity dated April 15, 2011 (consolidated text: Journal of Laws of 2022, item 633) nor a public entity referred to in Art. 3, point 1, items 1-3a of Public Procurement Law dated January 29, 2004 (consolidated text: Journal of Laws of 2021, item 1129).

Carlsberg does not guarantee to purchase specific volume and the Agreement is non-exclusive.

§ 2. Definitions and mentioned legal acts

1. Definitions of the terms applied in the General Terms and Conditions:

- a) Carlsberg/company in the Carlsberg Group – an affiliated company of Carlsberg Breweries A/S with head office in Copenhagen;
- b) Delivery – sale of movable items of rendering services to Carlsberg;
- c) Supplier – entity making supplies to the benefit of Carlsberg;
- d) Products – goods and services purchased by Carlsberg;
- e) Project – any project, plan, story board, drawing, visualisation, public opinion research report, etc. presented to Carlsberg in the course of negotiation or cooperation during performance of the Agreement. A project may be subject to copyrights.
- f) Composition – performance by Supplier or one of Supplier's subcontractors of a composition (including Projects) or the result of providing Services having the traits and character of a composition in the sense of the Copyrights Act.
- g) Negotiations – conducted between the Parties talks and exchange of correspondence, concerning possibilities of entering into cooperation or its modalities;
- h) Anti-corruption regulations – all applicable foreign and local anti-corruption and anti-bribery law provisions and regulations.
- i) Supplier's Employees – members of the management, board members, employees, direct or indirect owners or shareholders or other persons acting in the name and on behalf of the Supplier including subcontractors and agents.
- j) KSeF – national e-invoice system referred to in the Act of March 11, 2004 on tax on goods and services (hereinafter: "VAT Act").
- k) Structured invoice – an invoice issued using KSeF with an assigned number identifying this invoice in the system (KSeF Number).
- l) KSeF number – a unique number identifying the invoice in the KSeF system, assigned automatically by this system.

2. Acts mentioned in the content in these General Terms and Conditions and their names' abbreviations:

- a) Civil Code – Civil Code Act dated 23 April 1964 (consolidated text: Journal of Laws of 2020, item 1740)
- b) Copyrights Act – Copyrights and Related Rights Act dated 4 February 1994 (consolidated text: Journal of Laws of 2021, item 1062)
- c) GDPR – Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- d) Personal Data Protection Act – Personal Data Protection Act dated 10 May 2018 (consolidated text: Journal of Laws of 2019, item 1781).
- e) EUDR – Regulation (EU) 2023/1115 of the European Parliament and of the Council of May 31, 2023 on the making available on the Union market and the export from the Union of certain commodities and products associated with deforestation and forest degradation and repealing Regulation (EU) No 995/2010.

§3. Conclusion of Agreement

1. Prior to conclusion of the Agreement, each Party conducts works and bears all costs connected with Negotiations on its own account and at own risk. Any claims of the Parties against each other in connection with the costs or risk of negotiations, especially under terms of Article 72 § 2 CC shall be precluded to the extent permitted by generally applicable provisions of law.

2. Carlsberg shall enter Agreements only in the form of a written agreement or by acceptance of the order for fulfilment by the Supplier, in accordance to the clause 4 of these General Terms and Conditions for Cooperation (subject to the provisions of section 4 and 5 below). Carlsberg employees do not have authorisation to bind Carlsberg by an oral agreement at variance with these General Terms and Conditions.

3. Any general conditions for the supply of movable assets or for the provision of services by the Supplier or other documents sent to Carlsberg by the Supplier are binding only in case of their acceptance in writing, by persons entitled to the representation of Carlsberg, otherwise being null and void.

4. The contract between Carlsberg and the Supplier may be concluded in electronic form with the use of qualified electronic signatures or in a mixed form, i.e. in electronic and written form, according to the following procedure:

- a) Carlsberg will be the first to sign the Agreement by authorized persons in electronic form with qualified signatures;
 - b) Carlsberg will send to the Supplier the version of the Agreement signed in electronic form with qualified signatures in the PADES format to the Supplier's e-mail address;
 - c) the Supplier shall sign the Agreement by authorized persons in an electronic form with qualified signatures and send the Agreement in the PADES format to the indicated Carlsberg e-mail address or, in the case of a mixed form, authorized persons representing the Supplier shall signatures on two copies of the Agreement constituting a printout of the PADES file, as referred to in point b) above and one copy of the Agreement so signed, undertakes to send by courier or by registered mail to Carlsberg to the address provided. Shipment of the paper form of the Agreement will be preceded by sending to Carlsberg a scan of the signed Agreement to the e-mail address provided;
 - d) in order to maintain uniform standards of archiving contracts concluded in a mixed form, Carlsberg and the Supplier undertake to archive the Agreement in electronic form on a data carrier in the form of a PADES file and in paper form.
5. The Supplier undertakes not to raise any claims or allegations against Carlsberg related to the conclusion of the Agreement in an electronic form or in a mixed form.

§ 4. Order Confirmation

1. No later than 2 days after receipt of a purchase order the Supplier must forward a written order confirmation to Carlsberg. The purchase order is considered binding when Carlsberg has received the Supplier's order confirmation. The order confirmation shall be in a local language or in English and shall as a minimum contain information about quantity, price/fee, time and place of delivery, Carlsberg's order number, name and surname of ordering person and item number and any other information necessary for clear identification of the relevant goods/services. The price/fee stated in the order confirmation shall be fixed and unchanged unless otherwise expressly stated in the order confirmation. Any additional costs payable by Carlsberg shall be explicitly set out in the order confirmation. In case of discrepancies between the purchase order and the order confirmation, the purchase order shall take precedence. Application of provisions of Article 68¹ and 68² of the Civil Code is excluded.

2. Carlsberg may withdraw the order at no cost until the order confirmation has been received by Carlsberg and the Supplier has acted in reliance on the purchase order. Carlsberg may at any time and without cause cancel or temporarily suspend unperformed purchase orders, subject to giving the Supplier reasonable compensation for the manufactured Products. The Supplier shall deliver to Carlsberg the manufactured Products as they are, if requested.

§ 5. Payment and Invoicing

1. The Supplier will invoice Carlsberg following the acceptance of each delivery received or service provided..

2. Payment of the invoice confirming the delivery of goods or provision of services will be made no later than (i) in case of Suppliers with the status of a large enterprise – within 93 days from the end of the month in which the invoice was delivered to Carlsberg, or (ii) in the case of Suppliers with the status of a micro-, small- or medium-sized enterprise – within 60 days from the date of delivery of the invoice to Carlsberg. Delivery of an invoice means:

a) for Structured Invoices (KSeF) – the date the invoice is assigned a KSeF Number in the KSeF system.

b) for invoices submitted outside of KSeF (where permitted by law) – the date a correctly issued invoice is received at the email address indicated in paragraph 8.

Any deviation from the above deadlines requires Carlsberg's written consent and confirmation by the Supplier in writing or in documentary form. If the payment day falls on holiday or Saturday, the payment shall be made on the next day, not being holiday or Saturday. The invoice should be issued in Polish or English. The invoice must contain at least the same information as the order confirmation (see paragraph 4 above). Payment for the invoice with the annotation „split payment mechanism” shall be made by Carlsberg using the split payment mechanism. The Supplier which is obliged to issue an invoice with the annotation “split payment mechanism”, is obliged to accept payment of the amount due resulting from this invoice which is paid using the split payment mechanism.

3. Where the price is agreed on a basis of time spent and incurred costs and expenses supplier shall prepare time sheets recording time spent together with a description of the particular task undertaken and used it to calculate the charges. The Supplier shall provide Carlsberg with the said time sheets upon its request. Furthermore, the Supplier shall ensure that all materials, expenses, costs of travels and other ancillary expenses incurred reasonably and properly by the Supplier's personnel shall be pre-approved by Carlsberg in writing prior to being incurred. The Supplier acknowledges that the costs and expenses not pre-approved and accepted in writing by Carlsberg, or which are not evidenced by receipts shall not be reimbursed.

4. Any amount due from Carlsberg to the Supplier may be settled by Carlsberg by declaring a set off against any sums payable by the Supplier to any company in the Carlsberg Group.

5. If the Supplier issues an invoice which is not compliant with the law regulations, Agreement, confirmed purchase order, completed delivery or service rendered, Carlsberg is entitled to withhold payment until Carlsberg has received the relevant corrective invoice.

6. In the event of a dispute about an item in an invoice, Carlsberg is entitled to withhold the disputed amount until the dispute has been finally resolved. The first sentence also applies when the invoice is issued without the annotation „split payment mechanism“. If the Supplier fails to place the annotation on the invoice „split payment mechanism“, Carlsberg is entitled to make payment using the “split payment mechanism” and the Supplier is obliged to accept payment of the amount due in this form.

7. In cases where the Supplier is obliged to issue and send invoices using KSeF, sending structured invoices excludes the possibility of sending them in the form of an electronic invoice, and also excludes the possibility of sending them in paper form.

The Supplier will not send visualizations of the KSeF structured invoice in Offline 24 mode, during KSeF unavailability, or in emergency mode, if the KSeF server outage lasts up to 5 business days. If the KSeF outage lasts longer than 5 business days, the Supplier is obligated to send KSeF invoices in accordance with the principles described in section 8 below.

8. In cases where the Supplier is not subject to the obligation to use KSeF, the Supplier shall deliver invoices, corrective invoices or duplicate invoices to Carlsberg in electronic PDF (or TIFF) format to the e-mail address appropriate for the entity to which the invoice is issued:

Carlsberg Polska Sp. z o.o. - PL.LCC_Suppliers_Invoices@carlsberg.com

Carlsberg Supply Company Polska SA. - PL.LSC_Suppliers_Invoices@carlsberg.com

The Supplier agrees to take all necessary steps to ensure the authenticity, integrity of content and legibility of invoices, within the meaning of Art. 106m of the VAT Act, in particular to send invoices only in PDF (or TIFF) format, taking into account the following requirements of the Carlsberg.

- (i) each Invoice is sent in a separate PDF file (or TIFF file), to one e-mail can be attached several files PDF (or TIFF), provided that the volume of an e-mail does not exceed 10MB.
- (ii) if there are attachments included to the invoice, they must be sent together with the Invoice in one (the same) PDF (or TIFF) file.

Transmission of invoices in electronic form excludes the possibility of sending them on paper, but the Carlsberg agrees to accept the above-mentioned documents in the paper form where technical obstacles prevent the Supplier from sending invoices electronically. In this case, the Supplier pledges to send these documents in paper form by mail to:

Carlsberg Polska, Accounting Department, ul. Browarna 14, 32-800 Brzesko, Poland

9. Financial documents that are not invoices (e.g. accounting notes (credit or debit), interest notes) are sent in electronic PDF (or TIFF) format to the e-mail addresses indicated in point 8 above.

10. For any other correspondence (including payment status, balance confirmation, payment request, etc.), please contact Carlsberg at: AP.PL@carlsberg.com.

11. The Contractor must provide the Carlsberg order reference number on each invoice. In the absence of the above number on the invoice, the payment processing time may be extended due to the inability to link the invoice with the appropriate order. If the Supplier does not have such a number, it should contact Carlsberg to obtain such a number prior to issuing an invoice.

12. In the event of a change to the bank account number, the Supplier is obliged to provide confirmation of the assignment of the new account number issued by the bank prior to delivery to Carlsberg of the first invoice showing such new bank account number. In the absence of such a document and / or a discrepancy between the bank account number on the invoice and in the register of VAT taxpayers, the payment for the invoice may not be made and the invoice will be returned to the Supplier to complete the data.

13. Carlsberg's invoicing requirements are available at: www.carlsbergpolska.pl at [O nas » Dla dostawców » Instrukcje fakturowania dostawcy « Carlsberg Polska](#). The Supplier confirms that he has read and accepted them.

14. In order to define the principles of cooperation between Carlsberg and the Supplier in terms of determining the moment of meeting the conditions for the reduction of the tax base for the supply of goods or the provision of services and the conditions for reducing the amount of input tax, in connection with the amendment to the VAT Act in force from January 1, 2021 (the so-called Slim VAT), it is assumed that in each case of a reduction of the tax base for the supply of goods or provision of services by the Supplier, agreed by the Parties, the moment of meeting the conditions for reducing the tax base by the Supplier and the conditions for reducing the amount of tax charged by Carlsberg will be issuing a correcting invoice reducing the tax base (the so-called credit memo).

The Supplier issuing the correcting invoice undertakes to issue a corrective invoice "in minus" in accordance with his best knowledge of the conditions of the correction, and to immediately deliver Carlsberg to the corrective invoice "in minus".

The issuance of the corrective invoice "in minus" confirms the fulfillment of the agreed conditions for the reduction of the tax base and the amount of VAT for the issued corrective invoices "in minus" on the date of their issuance and is the basis for the settlement of VAT from the correcting invoice "in minus" in the settlement for the period in which the subject correcting invoice was issued. Confirmation of the fulfillment of the agreed conditions for the reduction of the tax base and the tax amount referred to in the first sentence, does not constitute the final acceptance for the correctness of the

amounts shown in the correcting invoices, i.e. it does not exclude further corrections after re-verification of the correctness of the settlements made.

In addition, the Supplier is obliged, at the request of Carlsberg, to confirm by e-mail from Carlsberg a period of making arrangements regarding the conditions for issuing a correction invoice and the settlement period in which they were met.

16. Carlsberg may request and the Supplier shall be obliged to immediately provide a complete financial statements (balance sheet, profit and loss account) for the last closed financial year and/or F-01/I-01 report for the period after the date of preparation of the financial statements, according to the standards specified by the Main Statistical Office.

17. Attachments (e.g. work time reports, acceptance protocols, specifications) that do not constitute an integral part of the logical structure of the structured invoice will be sent by the Supplier electronically (e-mail) to the address of the Carlsberg Polska Employee placing the order, with reference to the order number and the invoice number to which they refer.

§ 6. Delivery

The Products shall be delivered DDP (delivered duty paid, Incoterms 2020) at the time and place stated in the purchase order. Each delivery shall include a delivery note in Polish or English with description of the Products, item number, quantity and the name of ordering person. The Supplier is not entitled to deliver the Products before the delivery time stated in the purchase order or to make partial deliveries.

§ 7. Risk of Loss; Title

1. Risk of loss, damage or destruction to the Products shall be borne by the Supplier until delivery of the Products has been completed in accordance with this Agreement.

2. Ownership title to the Products will pass to Carlsberg upon the earlier of: a) delivery or b) payment for the relevant Products.

3. All products or results created or produced by Supplier under this Agreement are Carlsberg's property and must not be used by Supplier on its or any third party's behalf without Carlsberg's written consent, regardless whether these are intellectual property rights, goods, reports or other work results.

4. Should the Supplier receive any drawings, sketches or other auxiliary materials in order to execute the Agreement or any order, these may be used only for the purposes stipulated in the Agreement or order and may be provided to third parties only for such purposes and with the written consent of Carlsberg. The said documents are the property of Carlsberg and shall be immediately returned to Carlsberg upon the execution of the Agreement or order at the Supplier's cost.

§ 8. Packaging and Labelling

The Supplier shall with no extra costs to Carlsberg provide reasonable, customary and environmentally friendly packaging of adequately marked/labelled Products to effectively prevent damage to the Products before, during and after transportation and in accordance with any instructions given by Carlsberg and/or the carrier.

§ 9. Delays

1. A delay shall be deemed to occur when Carlsberg has not fully accepted delivery whether due to non-delivery, defects to the Products or partial delivery at the agreed delivery date.

If the Supplier has reason to believe a delay in delivery of the Products will occur the Supplier shall immediately notify Carlsberg, stating the reason for and expected duration of the delay.

2. If the Supplier's delivery of the Products is delayed, Carlsberg may, at no cost to Carlsberg and without prejudice to Carlsberg's other rights under this Agreement and under applicable law: a) uphold delivery, b) terminate the Agreement, c) cancel the present delivery, d) and/or at the Supplier's expense and cost purchase replacement goods from a third party supplier on commercially reasonable terms. In case of delay, the Supplier shall, irrespective of alternative sourcing arrangements, pay to Carlsberg liquidated damages of 2% of the invoice value of the delayed Products (excl. VAT) for every commenced day of delay. The Supplier's payment of liquidated damages shall not affect Carlsberg's right to make use of further remedies available hereunder or under applicable law.

3. During a delay caused by Supplier, Carlsberg may on its own risk and account use non-accepted Products delivered, to the extent possible; however, such use shall not equal acceptance of the Products.

§ 10. Defects and Warranties

1. The Supplier warrants that: a) the Products are and will be merchantable and without any legal defects or defects in design, construction, functionality and materials as compared to the requirements and specifications set out in this Agreement or in any other way made known to the Supplier, b) that the performance and fitness for the purpose of the Products will be in accordance with the requirements and specifications set out in the purchase order/written agreement and other drawings or descriptions provided by Carlsberg as well as applicable national and international law, c) the undertakings will be performed with reasonable skill and care and in a proper, lawful, efficient and business-like manner and in accordance with best industry practice and, d) to ensure due and correct performance of this Agreement the Supplier will allocate sufficient resources and personnel who will be suitably skilled, experienced and qualified and shall use its best endeavours not to make any significant changes in key personnel.

2. The above warranty shall not be affected by any inspection, acceptance and delivery of the Products and payment for the Products by Carlsberg.

3. If the Products do not comply with Carlsberg's specifications, Carlsberg may at Carlsberg's sole discretion: a) grant the Supplier additional time to effect correct

delivery by either replacement or repair, b) commission to a third party the necessary changes and/or buy replacement goods at the Supplier's expense and cost, and/or c) cancel the order in question or the Agreement.

4. The Supplier warrants that the Products are delivered free from any liens, encumbrances or any other third party rights and that the intended use (made known to the Supplier) of the Products do not infringe any rights of any third party.

5. Liability of the Supplier under the above warranty clause is limited to a period of at least 24 months, counted from the date of delivery or the date of signing the acceptance protocol, and in the case of repaired goods – 24 months from the delivery of repaired goods.

§ 11. Liability

1. Each of the parties shall be liable for the other party's losses (including third party losses covered by the other party) due to the first party's breach of this Agreement. Neither party shall be liable to the other party for indirect damages, unless the damages are caused by gross negligence or wilful misconduct.

2. The Supplier shall hold Carlsberg harmless of any claims by any entities arising in connection with performance, failure to perform or improper performance of Supplier's obligations under the Agreement. These rules apply also to the widest extent permitted by law in the event of administrative or criminal procedures instituted against Carlsberg, its staff or personnel.

3. The Supplier assures that the use and disposition by Carlsberg of Compositions within bounds of the rights awarded to Carlsberg by the Agreement or the agreements referred to in § 17 sections 1 and 2 of the General Terms and Conditions, will not prejudice any rights of third parties or rights of the Supplier, in particular copyrights or industrial property rights. In the event that the Supplier's assurance presented in the preceding sentence proved untrue, the Supplier bears full responsibility for possible breach of industrial property rights copyrights, personal rights and declares that in the event of disputes and claims of third parties the Supplier will satisfy all valid claims of such third parties and will reimburse Carlsberg for reasonable costs incurred in connection with third party claims, in particularly the costs of Carlsberg legal counsel. Carlsberg shall promptly notify the Supplier about claims raised against Carlsberg and will not accept a claim without prior written consent of the Supplier. In the event of breaching the Supplier's rights, the Supplier agrees not to press any claims against Carlsberg in connection with the use of Compositions, in connection with prejudicing the rights about which Carlsberg was not informed consistently with provisions of the General Terms & Conditions.

4. Upon a justified demand of Carlsberg, the Supplier undertakes to immediately, without additional charges, to ensure drawing up and providing Carlsberg with all information and declarations of intent allowing Carlsberg the appropriate defence of its rights.

§ 12. Product Liability; Insurance

1. The Supplier shall be liable for all damage to persons or objects caused by defects in the Products.

2. The Supplier shall at all times maintain a satisfying insurance with a reputable insurance company against all insurable liability under Agreement and in respect of the Products, including but not limited to product liability. If Carlsberg suffers damages for which Supplier may obtain compensation under the insurance, Supplier shall use its best efforts to obtain such compensation and immediately forward it to Carlsberg.

3. The Supplier shall ensure that each of its subcontractors has and maintains insurance to the same extent as the Supplier.

§ 13. Contractual Penalties

1. Reservation in the General Terms and Conditions or in the Agreement of the requirement for the Supplier to pay Carlsberg contractual penalties in the event of non-performance or improper performance of the Agreement does not exclude nor limit the right of Carlsberg to demand remedying the damage under general rules to the extent, the value of damage exceeds the amount of the reserved contractual penalty.

2. All contractual penalties and indemnifications due to Carlsberg from the Supplier shall be paid by the Supplier to the Carlsberg bank account within 14 days of a written demand issued by Carlsberg.

§ 14. Quality Assurance and Inspection

1. Prior to the first delivery of a Product the Supplier shall document upon Carlsberg's demand that the Supplier's production facilities meet agreed or necessary quality standards. The Supplier shall at any time at Carlsberg's demand document that sufficient quality assurance processes are in place. Carlsberg shall upon demand be allowed to inspect at any time during normal working hours the premises of the Supplier and/or sub-supplier in order to audit the production and the quality assurance system.

§ 15. Subcontractor

If the Supplier has informed Carlsberg of an intention to engage a specific subcontractor to carry out part of the Supplier's undertakings, then the Supplier may not replace such subcontractor without Carlsberg's prior written approval. In the event of performing obligations through subcontractors, the Supplier shall bear the full responsibility for actions and failure to act by subcontractors as for own actions or failure to act. Supplier shall make every effort to have his relations with subcontractors guarantee the best securing of Carlsberg interests.

§ 16. Certificates and Regulations

The Supplier shall make available to Carlsberg free of charge all relevant approvals and certificates regarding the Products including but not limited to any approvals

required from any applicable authorities for import/export and re-sale/re-export of the Products.

§ 17. Copyrights and Industrial Property Rights

1. In case, when the subject of the Agreement is the performance of the Project constituting a Composition, the Supplier undertakes to conclude an agreement with Carlsberg on transfer of copyrights to the Composition, under the conditions specified in this paragraph.

The conclusion of copyright transfer agreement shall not entail the need to make any additional payments by Carlsberg.

2. In the case, when the conclusion of the agreement referred to in section 1 above, will not be possible, in view of the rights of third parties, the Supplier undertakes to grant Carlsberg an exclusive licence in the scope as broad as possible for the period of at least 5 years. The Supplier shall be obliged to inform Carlsberg, in the confirmation of the order, about the lack of possibility of transferring copyrights and to indicate clearly the possible scope of the licence. In the case, when the Supplier does not inform Carlsberg about the lack of possibility of transferring copyrights in the confirmation of the order, the Supplier undertakes to pay the costs which would have to be borne by Carlsberg in order to acquire the copyrights from third parties, who own the copyrights.

3. With the conclusion of the agreement referred to in paragraph 1 or 2, Carlsberg acquires exclusive right to dispose of and use of Compositions in the full extent and in any way in all known fields of use known at the moment of the conclusion of the Agreement, and in particular: a) in the recording and reproduction of the Composition, developing copies of the Composition in a given technique, including a printing, reprographic, magnetic recording and digital technique, including placing the Composition into the computer memory, b) in respect of marketing the original or copies, in which the Composition has been reproduced - marketing, rental or letting an original or copy, c) within the scope of dissemination of Composition in a manner different from defined in subparagraph b) - public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making the work publicly available in such a manner that anyone could access it at a place and time selected thereby, including in the Internet.

4. Carlsberg has the right to freely use the Compositions or their components for the promotion, advertising and marketing purposes, as well as for marking any goods and services, chosen freely by Carlsberg. Carlsberg's entitlement includes adding Compositions, their components, copies or the works derived from them, to the goods and services in order to sell them or issue without remuneration.

5. From the time of issuing Compositions, the Supplier empowers Carlsberg and agrees for deriving other works from the Compositions by the Carlsberg, in particular alterations and adaptations. In the case where such alterations and other derivatives will be subject to derivative copyrights as defined in the Article 2 of the act on copyright, the Supplier agrees for disposal and the use of these derivatives.

6. In the event that a Composition would contain any image in the meaning of Article 81 of the Copyrights Act, the Supplier declares having the right to authorize Carlsberg to make use of that image and authorizes Carlsberg to use it in the scope defined in this paragraph. In the event of any claims addressed to Carlsberg in connection with use of the image, the Supplier shall be required to hold Carlsberg harmless of liability in this respect.

7. The Supplier guarantees to Carlsberg that authors of the Compositions will not claim from Carlsberg the rights defined in Article 16 point 2, 4, 5 and Article 63 Copyrights Act. In particular, Carlsberg will be entitled to designate the Compositions in a manner of its own choosing.

8. In concluding the agreement referred to in sections 1 or 2, provisions of this paragraph will be incorporated in the concluded agreement.

9. Provision defined in this paragraph constitute a pre-preliminary agreement providing for an obligation to conclude an agreement transferring the copyrights to the Compositions or bestowing an exclusive license on Carlsberg demand.

10. The Parties determine that the remuneration amount set in the Agreement covers also remuneration for transfer by the Supplier of material copyrights, granting a license, consents and authorizations. On the issued invoice, the Supplier will separately specify the remuneration referred to in the preceding sentence. The Parties determine, that in absence of specific agreement between the Parties as to the amount of such remuneration, remuneration under this heading will amount to 1% of the remuneration for performance of a given phase of Delivery execution under which the given Composition was created, unless the Agreement explicitly provides for a different amount of remuneration on this account.

§ 18. Personal Data Protection

1. Carlsberg processes the personal data of the Supplier, persons authorized to represent him, his associates and subcontractors to the extent necessary to conclude and perform the Agreement (Article 6 (1) (b) of the GDPR), fulfill the legal obligations incumbent on Carlsberg in connection with the settlement of the Agreement (Article 6 (1) (c) of the GDPR), as well as for the purposes of Carlsberg's legitimate interests consisting in maintaining business relationships, ensuring the quality of products and services, preventing violations of the law and abuses, as well as establishing, investigating or defending claims by Carlsberg (Article 6 (1) (f) of the GDPR).

2. Carlsberg may share personal data with companies belonging to the Carlsberg Breweries A/S capital group, suppliers or business partners processing personal data on behalf of Carlsberg with whom relevant agreements have been concluded, as well as entities authorized to receive them by law. Personal data may be made available to entities established in a country belonging to the European Economic Area ("EEA") or outside it. If personal data is transferred outside the EEA, Carlsberg takes the necessary steps to ensure adequate protection of the personal data transferred.

3. The Supplier, persons authorized to represent him, his employees and subcontractors are entitled to request additional information on the manner of data processing by Carlsberg, including receipt of a copy of such data, request for rectification, updating or deletion of data, requests to limit processing, object to data processing by Carlsberg, as well as requesting the release of data to the user or transferring them to another entity.

4. Detailed information on the principles of personal data processing by Carlsberg is available in the Privacy Policy at <https://www.carlsbergpolska.pl>, in the Polityka Prywatności tab: [Global policies](#). The Supplier undertakes to inform, on behalf of Carlsberg, the persons authorized to represent him, his employees and subcontractors about the rules for the processing of Carlsberg personal data in the scope specified in Art. 13 and 14 GDPR.

5. In all matters regarding the processing of personal data, including the exercise of data subjects' rights, the Supplier may contact Carlsberg via e-mail at daneosobowe@carlsberg.pl. In case of objections to the processing of personal data by Carlsberg, the Supplier should contact Carlsberg before submitting a complaint to the data protection authority.

§ 19. Termination

1. Any party may terminate this Agreement by written notice with immediate effect: a) in the event of a material breach of this Agreement by either party, provided however, if and to the extent the breach is curable, that the breaching party has not cured such breach within 30 (thirty) days after having been notified in writing by the other party, or b) if the other party enters into liquidation, becomes insolvent or enters into a deed of arrangement for the benefit of its creditors or commits any equivalent act or thing.

2. In the event that after execution, termination or expiration of the Agreement for other reasons the Supplier or his subcontractor was in possession of any materials, including movable items produced or procured for purposes of executing the Agreement, with contents representing or relating to trade marks, industrial designs or objects copyrighted to Carlsberg, the Supplier undertakes to destroy such materials at own expense. The planned date and place of destruction will be communicated by the Supplier to Carlsberg at least 7 days in advance, and Carlsberg will be allowed to supervise the destruction process. After destruction, the Supplier will provide Carlsberg with a written statement describing the process of destruction and the date when such was performed.

§ 20. Confidentiality

Each party is obliged to keep confidential this Agreement and all information and knowledge of a confidential nature, which the Party may acquire from the other Party, save as required by law or regulation. This obligation shall survive termination of the Agreement. The provision of transaction data as part of mandatory reporting to the National Securities and Exchange Commission and other public registers required by law does not constitute a breach of the confidentiality obligation.

§ 21. References; External Information

The Supplier is not authorized to make use of Carlsberg's name or trademarks, including without limitation as a reference for marketing purposes, without Carlsberg's prior written approval in each case (which approval may be withdrawn at any time at Carlsberg's sole discretion). The Supplier accepts to pay Carlsberg liquidated damages in the amount of EUR 50,000 (for each violation) in case of a violation by the Supplier of this prohibition.

§ 22. Favoured Customer

1. The Supplier warrants that it will at all time quote/provide prices and commercial terms to Carlsberg on the same or better conditions than any other comparable customer to Supplier and provide Carlsberg with the highest priority for service, production and deliveries.

2. The Carlsberg Group shall have the right to benefit from the terms and conditions of this Agreement. Therefore, if requested by Carlsberg, the Supplier shall enter into separate agreement/s with companies in the Carlsberg Group on the same terms and conditions as in this Agreement, amended only as necessary to accommodate the fact that other parties are involved.

§ 23. Codes of Conduct

1. The Supplier declares that he is aware of all applicable laws, codes and regulations in force in the countries, regions and places of its operation, in particular in the area of anti-corruption, competition and consumer protection, as well as trade sanctions, and has implemented the necessary measures to ensure compliance with these provisions. Neither party is obliged to undertake any cooperation activities that violate any applicable law.

2. The Supplier undertakes to comply with the current provisions of the Carlsberg Supplier and Licensee Code of Conduct as well as the Carlsberg Group Marketing Communication Policy and the resulting Guidelines. The above documents are available on the Carlsberg website www.carlsbergpolska.pl at: [O nas » Dla dostawców « Carlsberg Polska](#). The Supplier confirms that he has read and accepted them.

3. Prior to the first delivery, Carlsberg shall have the opportunity to conduct a pre-assessment audit of the Supplier and the Supplier's facilities with a view to ensure compliance with Carlsberg's Supplier and Licensee Code of Conduct and all applicable laws and regulations. If requested, the Supplier will conduct a self-assessment on areas defined by Carlsberg, and share its conclusions with Carlsberg in writing. In case a follow-up audit is deemed necessary by Carlsberg, all related costs must be covered by the Supplier.

4. The Supplier shall perform an internal audit to ensure its compliance with Carlsberg's Supplier and Licensee Code of Conduct and applicable legal requirements at least once every 12 months.

5. The Supplier shall allow Carlsberg and/or anyone who represents Carlsberg free access to its facilities, employees and to all relevant data including above-mentioned audit results at any time, whether notification has been given in advance or not.

6. If the Supplier's activities do not comply with Carlsberg's Supplier and Licensee Code of Conduct or are deemed by Carlsberg to have an otherwise negative impact on Carlsberg's reputation, Carlsberg shall have the right to terminate the Agreement with immediate effect and end cooperation with the Supplier.

7. The Contractor is obliged to comply with national regulations and internal Carlsberg's regulations regarding occupational health and safety and environmental protection when performing work for or in the name of Carlsberg, on or off the Carlsberg property. The Contractor may be punished under these internal regulations of Carlsberg for the breach of occupational health and safety rules. Carlsberg requirements for occupational health and safety, fire protection and environmental protection in Polish and English are available at www.carlsbergpolska.pl at: [O nas » Dla dostawców » Wymagania BHP, ppoż i ochrony środowiska « Carlsberg Polska](#). The Supplier confirms that he has read and accepted them.

8. Each of the Parties undertakes not to undertake any discussions, actions or arrangements in any form that could constitute or lead to violation of the principles of fair competition, as well as the provisions of the law on competition protection, in particular the conclusion of an agreement on the fixing of prices, bid rigging, limitation of production, illegal exchange of information.

§ 24. Anti-corruption regulations

1. The Supplier declares that he knows the Anti-Corruption Regulations and guarantees that neither the Supplier nor the employees of the Supplier have undertaken and will not in the future, in cooperation with Carlsberg, take any actions that violate the Anti-corruption Regulations or cause them to be violated by Carlsberg, its management, members of the board, employees and/or affiliates.

2. The Supplier is obliged to:

a) ensure that neither the Supplier nor the Supplier's employees will directly or indirectly pay, offer, promise or authorize the transfer of any bribes, gifts, cash or any other personal or property benefits that would constitute a violation of Anti-Corruption Laws or cause them to be breached by Carlsberg or its management, board members, employees and/or affiliate;

b) keep full and correct books, registers and records for a period of at least five (5) years that fairly and correctly reflect any payments made in connection with any transaction or activity undertaken in connection with the performance of the Agreement and provide Carlsberg, at its request, with the copies thereof,

c) provide Carlsberg only with correct documentation or records related to activities performed in the course of cooperation with Carlsberg.

3. The Supplier guarantees that all Supplier's employees have received the appropriate and comprehensive training on compliance with anti-corruption laws.

4. In connection with the performance of the Agreement, the Supplier shall, at Carlsberg's request, immediately provide Carlsberg representatives with:

a) access to Supplier's premises to control all relevant documents and materials necessary to verify the performance of the Agreement in compliance with Anti-Corruption Laws, as well as allow Carlsberg to copy them;

b) the ability to verify processes, procedures or control measures that are used by the Supplier to perform the Agreement;

c) the possibility of contacting the employees of the Supplier upon prior notification delivered in advance (if necessary);

d) all types of support necessary to conduct the audit or control in order to verify the Supplier's compliance with anti-corruption provisions and the Agreement.

5. Carlsberg is entitled to terminate the Agreement with immediate effect in the event of violation or suspected violation of the Anti-Corruption Regulations by the Supplier or the Supplier's employee or causing them to be violated by Carlsberg or its management, board members, employees and/or affiliates.

6. The Supplier undertakes to make repair any damages suffered by Carlsberg resulting from the Supplier's violation of the Anti-Corruption Regulations or this clause, in particular to satisfy claims of third parties raised against Carlsberg, as well as to pay fines and penalties imposed on Carlsberg. This clause shall remain in force should the Agreement be terminates or expired.

7. The Supplier undertakes not to offer any gifts to the employees of Carlsberg Procurement Department.

§ 25. Conflict of Interest Clause

1. Each Party declares that, to the best of its knowledge, as at the date of conclusion of the Agreement between the Parties, there is no conflict of interest between the representatives of the Parties responsible for its negotiation, conclusion and performance, which would or may have an impact on determining the terms of cooperation in a manner contrary to the law, good the customs and legitimate interests of both Parties.

2. It is presumed that there is a conflict of interest between the representatives of both Parties in the event of a family, property, capital or personal relationship between them and the representative of one Party accepting any material, personal benefits or their promise from the representative of the other Party in connection with the conclusion, negotiations or performance of the Agreement between the Parties.

3. If the Supplier submits a false declaration specified in section 1 above or not informing Carlsberg of a change in the circumstances underlying it, Carlsberg is entitled to waive the legal consequences of the concluded contract in part or in whole and to demand that the Supplier compensate the damage that Carlsberg suffered due to the fact that it concluded and performed the Agreement without knowing about the existence of conflict of interest.

§ 26 Clause of compliance with the provisions of tax law

Carlsberg has the right to demand from the Supplier the information and documents concerning the Supplier in order to document the tax status of the Supplier and its due diligence in the selection and cooperation with the Supplier for tax purposes. The Supplier is obliged to cooperate in order to explain any reasonable doubts regarding the tax status of the Supplier.

Should the Supplier fail to submit the required complete and reliable information and documents or deliver them too late, or when no explanation is provided in the case of a reasonable doubt, Carlsberg may terminate the Agreement, suspend the payment, refuse to pay amounts due, or deduct applicable taxes at the appropriate rate.

§ 27. Clause on compliance with environmental, social and governance compliance

Supplier shall implement and comply with applicable environmental, social, and governance (ESG) laws and regulations, manage ESG-related risks and maintain ESG-related certification requirements, including those prescribed under EU legislation and by the Organization for Economic Co-operation and Development (OECD) and the United Nations (UN). The Supplier shall respond promptly and diligently to requests from Carlsberg for information or data on any ESG matters in connection with this Agreement and to inform Carlsberg of any ESG incidents that could affect Supplier's performance under this Agreement.

Full name of the Supplier with NIP (tax ID number)

/ Supplier's stamp with NIP _____

§ 28. Clause on compliance with the EU deforestation regulation ("EUDR")

Compliance and Warranties. The Supplier shall ensure that all products or goods falling within the scope of the EUDR and any related activities fully comply with the requirements of the EUDR. The Supplier warrants and represents that all products supplied to Carlsberg that are within the scope of the EUDR: (a) have been produced on land that has not been subject to deforestation or forest degradation after 31 December 2020; and (b) have been produced in full compliance with all applicable laws of the country of production, including, without limitation, those relating to land use rights, environmental protection, labour rights and human rights.

Date and legible signature of the Supplier _____

Supplier Obligations. Without prejudice to the full scope of the EUDR and/or related implementing regulations (as may be amended from time to time), the Supplier shall: (i) maintain an EUDR-compliant due diligence system and, upon Carlsberg's written request, provide all required documentation, including the due diligence statement, geolocation data, proof of legality and supply chain traceability from origin source to final product; (ii) ensure timely EUDR notifications and declarations and retain all records required by the EUDR or applicable law; (iii) ensure upstream supply chain compliance with the EUDR; (iv) cooperate fully and timely in any EUDR-related audits, inspections or investigations; (v) provide annual and on-request compliance information, including responses to any compliance screening questionnaires; (vi) promptly notify Carlsberg of any actual or potential non-compliance, risks or material changes to previously provided information; (vii) cooperate fully with Carlsberg in implementing any remedial actions required to address non-compliance or mitigate risks.

§ 29. Sanctions

In connection with this Agreement, each Party will comply with all applicable sanctions, import, re-import, export, and re-export control laws, including those administered and enforced by the United States, the United Nations, the European Union, Her Majesty's Treasury and/or any other sanctions or export control authority (Sanctions) and neither Party will be required to undertake any activity pursuant to this Agreement that would violate any Sanctions. Further, Customer may, without incurring any liability to Supplier, terminate this Agreement with immediate effect if: (i) any provision of this Agreement at any point violates, or is deemed to violate Sanctions; (ii) Sanctions make the performance of this Agreement commercially unreasonable; or (iii) Supplier, or any of its directors, employees, shareholders, affiliated companies or sub-contractors, become subject to Sanctions or breach any Sanctions.

§ 30. Assignment and Transfer

The Supplier shall not be entitled to assign any of its rights or transfer any of its obligations in respect of this Agreement without Carlsberg's prior written consent. Carlsberg may assign any of its rights and transfer any of its obligations in respect of this Agreement to another company in the Carlsberg Group.

§ 31. Force Majeure

Neither of the parties shall be responsible for non-fulfilment of its obligations hereunder due to reasons of force majeure such as war, civil war, riots, terrorism, general strikes, natural disasters and other Acts of God. If a force majeure event continues for a period of more than 60 days either Party may terminate this Agreement immediately.

§ 30. Final Provisions

1. This Agreement shall be construed in accordance with, and any delivery of Products shall be governed by, the substantive laws of country/state where Carlsberg is domiciled. The CISG (Convention on the International Sale of Goods) shall not apply. In Agreements relating to rendering of services by the Supplier, the application of Articles 737, 742, 743, 746 § 2, 748 of the Civil Code is excluded.

2. All disputes arising out of or in connection with this Agreement shall be finally settled by the ordinary courts in the state/country where the Carlsberg company in question is located.

3. Should any provision of the Agreement be ruled as breaching provisions of binding law, that provision will be deleted from the Agreement which in the remaining parts will continue to be fully binding on the Parties. In the event that it will be necessary for consistency of Agreement interpretation, the Parties undertake in each such case to negotiate in good faith, to replace the deleted provision with an alternative provision complying with law, a provision closely approximating the deleted provision.