

COCA-COLA EUROPEAN PARTNERS

STANDARD CONDITIONS OF PURCHASE

All goods and services bought by Coca-Cola European Partners ('CCEP') at any time are bought in accordance with these Conditions unless CCEP issues and both parties agree in writing a set of contract documents (other than a Purchase Order or a set of Special Conditions), in which case those contract documents will apply instead. So far as permitted by law, all other terms and conditions are excluded unless CCEP agrees otherwise in writing. For the avoidance of doubt, CCEP does not agree to contract on any terms and conditions contained in any documentation given to CCEP at any time, whether or not they purport to supersede or replace these Conditions, and any terms and conditions not contained within this document or agreed by CCEP in writing shall not apply.

1. Definition and interpretation

1.1 The following words and phrases have the following meanings in these Conditions unless the context requires otherwise:

'Conditions' means these Standard Conditions of Purchase together with any Special Conditions and any Purchase Order or any other terms that may be agreed from time to time between CCEP and its supplier.

'Down Time' means a period of time (or aggregated periods of time) during which a production line is not able to operate or during which the production line runs at reduced capacity.

'Down Time Hour Equivalent' means an hourly amount calculated with reference to the average efficiency and average charge rate for CCEP's production lines as amended from time to time, (reduced pro rata by an appropriate percentage when the production line is not able to run at full capacity).

'Goods' means the goods supplied by a supplier to, for or on behalf of CCEP together with any goods provided by the supplier to, for or on behalf of CCEP in relation to any Services the supplier may supply to CCEP.

'Purchase Order' means any order for any Goods or Services placed by CCEP with a supplier or any other arrangement in writing for the supply of Goods or Services by the supplier to CCEP and includes any other documents referred to in a Purchase Order.

'Services' means the acts, services and results of services provided by a supplier to, for or on behalf of CCEP together with any Services provided by the supplier to, for or on behalf of CCEP in relation to any Goods which the supplier may supply to CCEP.

'Special Conditions' means any additional conditions agreed between CCEP and a supplier for the supply of Goods and/or Services by the supplier including but not limited to any such conditions which are attached to these Standard Terms and Conditions and including any other documents referred to in such Special Conditions.

'The Coca-Cola Company' includes any company or business unit within The Coca-Cola Company group.

'CCEP' means any company or business unit within the Coca-Cola European Partners group, including but not limited to Coca-Cola Enterprises Limited, Coca-Cola Enterprises

Belgium SPRL, Coca-Cola Enterprises Services SPRL, Coca-Cola Enterprises Nederland BV, Coca-Cola Enterprises Luxembourg SARL, Coca-Cola Enterprises Sverige AB, Coca-Cola Enterprises Norge AS, Coca-Cola European Partners Ísland ehf., Coca-Cola Enterprise SAS, Coca-Cola Production SAS, and Coca-Cola Enterprises Services Bulgaria EOOD and each of these companies'. Parent undertaking or its subsidiary undertaking or a subsidiary undertaking of its parent undertaking, in each case from time to time.

'You' and 'your' means the supplier named in the Special Conditions, a Purchase Order or other contract documentation issued by CCEP to a supplier.

- 1.2 The headings to the Conditions are for information only and do not affect their interpretation.

2. **Acceptance**

- 2.1 The issue of a Purchase Order or a set of Special Conditions by CCEP constitutes an offer by CCEP to purchase the Goods and/or Services on the terms contained in the Conditions.
- 2.2 Any acceptance by you of a Purchase Order or of the Special Conditions or any performance by you of all or any part of a Purchase Order will mean that you have agreed to the Conditions.
- 2.3 You shall execute all reasonable modifications of the Purchase Order that CCEP has communicated to you in writing. Unless you have sought CCEP's approval in writing in relation to any resulting changes on price, delivery term or other conditions, all reasonable modifications will be executed at the same price, delivery term or conditions as the initial Purchase Order.

3. **Quality of Goods**

- 3.1 All Goods must be of satisfactory quality and must fully comply with CCEP's requirements including any stated specifications (whether of CCE or of The Coca-Cola Company) or requirements about quantity, quality, date and time of delivery, standards or description or the requirements of any agreement you may have entered into with The Coca-Cola Company which authorises you to supply CCEP. All Goods must be fit for the purpose for which they are supplied or for which they are commonly used. The Goods must also be free from defects in design, material and workmanship. You must promptly inform CCEP about any potential hazard or risk which you know about or which you think may arise in relation to the transport, handling, manufacture, distribution or use of the Goods.
- 3.2 In addition to any other rights CCEP might have, CCEP may, within a reasonable period following delivery, reject and return to you at your expense any Goods which are faulty or contain a latent defect or which do not fully comply with any stated specifications or requirements about quantity, quality, date and time of delivery, standards or description stated in a Purchase Order, the Special Conditions or otherwise or which are not fit for the purpose for which they are supplied or for which they are commonly used. For the avoidance of doubt, the payment of any damages shall not prejudice any other remedies that CCE might have under the Conditions.

4. **Quality of Services**

- 4.1 All Services must be performed diligently and conscientiously to the best standards

possible and must fully comply with CCEP's requirements including any stated specifications, (whether of CCEP or of The Coca-Cola Company) or requirements about standards, description or date and time of performance or the requirements of any agreement you may have entered into with The Coca-Cola Company which authorises you to supply CCEP. You must promptly inform CCEP about any potential hazard which you know about or which you think may arise in relation to the supply of the Services.

- 4.2 You shall provide all labour, tools, equipment and materials required for the performance of the Services. If the Services have been performed at CCEP's site, you agree to leave the site clean and tidy upon completion of the Services.
- 4.3 You are responsible for and warrant to CCEP that you shall provide your employees and/or hired/temporary workers with the wages, compensation, benefits and/or other (collective) labour conditions to which they are entitled to according to the applicable laws in the Jurisdiction and the provisions of these Conditions. You shall fully indemnify, keep indemnified and hold harmless CCEP against any liability, costs, expenses (including legal expenses) losses or damages of your employees and/or temporary workers CCEP may suffer due to the non-compliance of you with the warranties in this article.
- 4.4 CCEP may refuse to pay for any Services which do not comply with CCEP's requirements including any stated specifications or requirements about standards, descriptions or date and time of performance.

5. **Indemnity**

- 5.1 You are responsible for and shall fully indemnify CCEP and keep CCEP indemnified against all liability, losses, costs, claims, expenses (including legal expenses) and demands which CCEP may incur, howsoever arising from:
- any failure by you to comply with any of the Conditions, any defect in the Goods or any defect in the performance of the Services, and
 - the death of or injury to any of your employees, agents or subcontractors while doing anything related to the supply of the Goods or the Services.
- 5.2 The only exceptions in each case are (i) damage, loss or injury caused by any deliberate act or failure to do something by CCEP, or gross negligence by CCEP or any of CCEP's authorised agents; or (ii) liability which CCEP may have to you.

6. **Delivery and performance**

- 6.1 You agree to supply the Goods or Services on time to CCEP in accordance with a Purchase Order, the Special Conditions or as CCEP may reasonably advise you in writing from time to time and you agree that all times stated in these Conditions or communicated to you by CCEP for the delivery of Goods or the performance of the Services shall be of the essence.
- 6.2 CCEP has the right to inspect the ordered Goods upon production, transformation or warehousing.
- 6.3 If CCEP has reasonable grounds to believe that you will not be able to comply with the Conditions, CCEP may request additional warranties from you.
- 6.4 CCEP reserves the right upon reasonable notice to adjust the rate of delivery of the Goods or the time at which the Services will be performed. No costs will be charged to CCEP as

result of such adjustment, unless upon written approval by CCEP.

- 6.5 Delivery of the Goods or Services before the agreed delivery date can only occur after CCEP's prior written agreement. Such agreed early delivery shall not modify the agreed payment terms.
- 6.6 You agree to notify CCEP immediately if there is likely to be a delay in the delivery of the Goods or the time at which the Services will be performed, stating the estimated period of delay.
- 6.7 CCEP may cancel any Purchase Order it has placed for Goods or Services if they are not delivered or performed by the date and time specified in the Purchase Order without incurring any liability to the Supplier, but CCEP agrees to pay the price for Goods or Services already supplied or performed that comply with the Purchase Order if such partial supply or performance is of use to CCEP. This right to cancel is in addition to any other rights CCEP may have.
- 6.8 Unless CCEP agrees otherwise in writing, you will transport the Goods to the delivery address stated on the Purchase Order or the Special Conditions at your cost. All Goods and any packaging containing the Goods must be clearly marked with CCEP's order number, details of contents (including quantity and description), and your name, together with any other information CCEP may have requested or is required by applicable law, including but not limited to tracking requirements. Goods must also comply with any labelling instructions and identifications stated in the Purchase Order or otherwise communicated to you by CCEP.
- 6.9 If any failure by you to comply with your obligations under the Conditions causes CCEP, either directly or indirectly, to suffer Down Time then CCEP shall have the right, at CCEP's sole discretion, to claim damages (measured as a genuine pre-estimate of CCEP's losses and not as a penalty) at a rate equal to the relevant Down Time Hour Equivalent for each hour or part of one hour of Down Time caused by such failure and the parties hereby agree that this is a genuine pre-estimate of CCEP's loss and not a penalty. For the avoidance of doubt, the payment of any such damages shall not prejudice any other remedies that CCEP might have under the Conditions.
- 6.10 CCEP shall have the right from time to time to conduct delivery audits on the Goods that you provide. These audits will be conducted reasonably and you will be given reasonable notice so that you can attend if you wish. The audit will be conducted in the following manner:
 - CCEP will place the required delivery in quarantine and you will be notified of the time and date that the audit will take place, and at the relevant time, the delivery will be opened and checked for both quantity and quality against the Specification, the Conditions and any other terms agreed between CCEP and you (the 'Delivery Criteria').
 - If you attend the audit, the results of the audit and the percentage shortfall of delivered Goods i.e. the percentage of the number of delivered Goods failing to meet the Delivery Criteria ('Percentage Shortfall') (if any) will be reported immediately. The report will be signed by both CCEP and you.
 - If you do not attend the audit, CCEP will notify you of the results of the audit

including the Percentage Shortfall (if any). The notified results of the audit will be deemed to be accepted by you.

- If the delivered Goods are not in accordance with the Delivery Criteria twice in any three month period, then CCEP will notify you of the average Percentage Shortfall noted in the audits conducted during such three month period. CCEP will have the right either to deduct from any invoices submitted by you an amount calculated by reference to the same average percentage of all amounts you invoiced during the three months prior to the last audit conducted within the relevant three month period, or to charge you the same amount. The average Percentage Shortfall is calculated by dividing the sum of all Percentages Shortfall noted during the relevant three month period by the number of audits conducted within the same period.

7. Passing of property and risk to CCEP

- 7.1 You will retain ownership of and risk in the Goods until they are delivered by you to CCEP at the delivery address stated in the Purchase Order or the Special Conditions and CCEP has confirmed receipt of delivery in writing. During such time as you retain ownership of the Goods you will adequately insure them with a reputable insurer and acknowledge that payment shall not be due from CCEP in the event of and to the extent of any insurance claim relating to the Goods. After this time CCEP will own and be responsible for the Goods whether or not payment has been made. This does not affect CCEP's right to reject the Goods.
- 7.2 If CCEP makes payment in advance in respect of any particular Goods, then CCEP will own the Goods from the time that such payment is made. For the avoidance of doubt, you will retain the risk in the Goods and adequately insure the Goods with a reputable insurer until they are delivered by you to CCEP at the delivery address stated in the Purchase Order and CCEP has confirmed receipt of delivery in writing.

8. Price and set-off

- 8.1 Once any Purchase Order or any Special Conditions issued by CCEP has been accepted by you, no increase in the price of the Goods or Services may be made by you whether due to increased material costs, labour costs or otherwise unless CCEP has agreed to this in writing.
- 8.2 CCEP reserves the right to deduct any money you may owe CCEP from time to time (including any legal costs and interest) from any money which CCEP may owe you.
- 8.3 The price of the Goods shall be inclusive of all charges for packaging, package, carriage, insurance, and delivery of the Goods to the delivery address and the price of the Goods and/or Services shall include any VAT and any other taxes or duties.

9. Payment terms

- 9.1 CCEP may reject in writing the invoices for Goods or Services if they do not comply with the Conditions, within 60 days of receipt thereof.
- 9.2 Unless otherwise agreed in writing, the invoices must have been given to CCEP on or before the 5th day following the month in which the Goods or Services have been delivered in accordance with the Conditions. Correct invoices must quote:
- PO number or a valid CCEP contact name

- Bank account (IBAN) to which the funds should be transferred

- 9.3 If this information is missing, it will lead to rejection of invoice and delay in payment.
- 9.4 Correct credit notes must quote the invoice number to which they relate. CCEP does not accept payment slips
- 9.5 All invoices submitted to CCEP must meet the minimum EU or EEA legislation requirements. If the invoices do not meet the criteria, it will lead to their rejection and delay in payment.
- 9.6 If the Conditions have been duly complied with, CCEP shall pay all correct invoices thirty five (35) days following the date of the invoice's calendar month, unless the parties have agreed otherwise in writing.

If the payment date is a weekend or a public holiday, payment shall be made on the next working day following the weekend or public holiday. You agree to show VAT, where applicable, on all invoices you give to CCEP.

- 9.7 CCEP will pay you by wire transfer, unless CCEP agrees in writing to pay you in a different way. You agree to supply CCEP with your bank account details when CCEP asks you, or whenever these bank account details are updated.
- 9.8 In case CCEP fails to pay any sum within 30 days of the date on which the parties have agreed to pay it under the Agreement, other than in the case of a genuine dispute, the Supplier has the right to charge CCEP penalty interest on the overdue sum for the period from the due date of payment up to the date of actual payment. The penalty interest rate shall at any time equal the rate decided by the Central Bank of Iceland in accordance with Article 6, Paragraph 1, of Act no. 38/2001.

10. **Compliance with legislation**

- 10.1 You warrant that the Goods and Services (including all materials in contact with Goods) supplied by you under these Conditions, and the manufacture, packaging, delivery and distribution of such Goods and Services by you, your employees, agents and sub-contractors, shall comply with:
- all applicable national, local and/or EU legislation; including but not limited to any anti-bribery, labour (including but not limited to work permits, concealed labor, employment of foreign workers, equal treatment and wages, compensation, benefits and/or other labour conditions), tax (liability for hiring of people,) data protection, and food legislation;
 - all industry and government codes of practice including, but not limited to, regulations relating to materials and articles which come into contact with food and hiring of personnel;
 - all health and safety requirements that CCEP may notify you of from time to time including, but not limited to, all safety and site rules and notices displayed by CCEP at its sites from time to time;
 - CCEP's Supplier Guiding Principles which are published and updated from time to time on www.ccep.com, which by agreeing to these Conditions you confirm you have read and understood and that you will fully comply with.
- 10.2 You represent and warrant that you will not discriminate or permit discrimination against any person or group of persons in any manner prohibited by European Union, national,

regional, or local laws.

- 10.3 You agree to ensure that before starting work at any of our sites, your employees, agents and sub-contractors will be made aware of all relevant health and safety requirements which CCEP may notify you of from time to time, including but not limited to all CCEP's safety and site rules.
- 10.4 You agree to provide CCEP with reasonable evidence of your compliance with 10.1 - 10.2, 10.3 on demand.
- 10.5 You shall fully indemnify, keep indemnified and hold harmless CCEP against any liability, costs, expenses (including legal expenses) losses, damages, penalties and fines (including but not limited to claims from the Labour Inspection, Tax Authority, Food Authority and/or other authorities) CCEP may suffer due to the non-compliance of you with the warranties in articles 10.1, 10.2, and 10.3.
- 10.6 You agree to deliver all the necessary translated documentation in the local language according to the national applicable law at CCEP request.

11. **Breach**

- 11.1 If you commit a material breach of the Conditions, or commit a non-material breach which you fail to remedy within seven (7) days of receipt of written notice from CCEP, CCEP may suspend the performance of its obligations under the Conditions and/or have the right to treat the Conditions as ended without further notice.
- 11.1 Without prejudice to any other remedy, if any Goods or Services are not supplied in accordance with the Conditions, then CCEP will be entitled to either require you to supply replacement Goods or perform replacement Services within 48 hours or to require the repayment of any payment that has been made.
- 11.2 Each party will have the right to terminate the Conditions, according to the applicable national law, without any liability in the event that the other party enters into liquidation, goes bankrupt, becomes unable to pay its debts in the ordinary course of business, pass a resolution for a winding up, has a receiver appointed over all or any significant part of its assets or otherwise becomes insolvent under the laws of the country in which it is incorporated.

12. **Cancellation**

CCEP may cancel the Purchase Order and terminate the Conditions for the supply of Goods or Services at any time by giving you a reasonable notice of this in writing. If CCEP does this, CCEP agrees to pay you a reasonable price for all Goods which you have supplied (and which CCEP has not rejected) and for all Services you have performed in accordance with CCEP's requirements up to the time of cancellation or termination. CCEP will not be responsible to you for any costs, loss or damage which you may suffer as a result of this.

13. **Intellectual property**

- 13.1 You warrant that the supply by you to CCEP of the Goods or Services will not infringe any patent, trade mark, copyright or design or other intellectual property or related right.

- 13.2 You agree to fully indemnify CCEP and keep CCEP indemnified against any liability, costs, expenses (including legal expenses) loss or damages CCEP may suffer due to the breach of your warranty in 13.1.
- 13.3 All intellectual property rights and know-how which may be created in connection with the Goods or Services will belong to CCEP. You agree to (i) communicate them immediately to CCEP; (ii) maintain them strictly confidential; (iii) refrain from submitting any application for their registration; and (iv) assign to CCEP any and all title on these know-how and intellectual property rights including any patent, trade mark, copyright, design or any other intellectual property right at no cost to CCEP.
- 13.4 CCEP may supply to you or pay for materials which make use of patents, trade marks, copyright, designs or any other intellectual property rights or know-how. You agree not to use, copy, disclose or reproduce these intellectual property rights, information and materials without first obtaining CCEP's agreement in writing. You agree to return to CCEP all of these items and copies you may have made of them when CCEP requests this of you at no cost to CCEP and in any event immediately as soon as the Conditions are terminated, for whatever reason.

14. **Confidentiality**

- 14.1 All documents, specifications, plans, drawings and any other information which CCEP may supply to you remain CCEP's property. You agree to keep any information you may obtain from CCEP confidential and not to pass it on to anyone unless CCEP has agreed otherwise in writing or you have a legal obligation to do so or the information is available in the public domain.
- 14.2 Neither you nor CCEP shall publish or cause any public statement to be made about the Conditions without the prior written consent of the other.
- 14.3 You agree that you will guarantee compliance with 13, 14.1 and 14.2 by your employees, agents and subcontractors.
- 14.4 You shall be expressly prohibited from using the name or the company name "Coca-Cola" or "Coca-Cola European Partners" in any way whatsoever for advertising purposes and, more particularly, from including it in lists of references or otherwise mentioning it, without written permission.

Data protection

You shall comply with any applicable data protection legislation. This obligation shall continue to apply even after the termination of the Conditions.

You acknowledge and agree that CCEP may collect, process and use all data of you in connection with the business relationship within the scope of the Conditions. The data concern e.g. the address, the contractual object and the invoice data.

The aforementioned data shall be transmitted within the CCEP organization to external service providers within the framework of contract data processing – e.g. for the purpose of invoicing to external data centers – and within the framework of the maintenance of an orderly course of business. Insofar as it is necessary for the protection of legitimate interests of CCEP, CCEP shall transfer data to collection agencies.

Furthermore, you acknowledge and agree that CCEP may also collect, process and use all data within the scope of the object of the Conditions that CCEP receives from you, including data which may relate to third parties, even if such data include personal data of natural persons. The data relate for instance to contacts or addresses.

Personal data shall be stored exclusively within the European Union. As a matter of principle, there shall be no transmission to organizations outside the European Union. No personal data shall be transmitted to companies of the CCEP organization with registered office outside the European Union. Any more extensive possibility for the transmission of data to third countries exists at best within the framework of support services by external service providers within the framework of contract data processing. CCEP shall enter into the legally required agreements with the service providers in this respect.

CCEP shall ensure that your protectable interests and third parties are not impaired.

15. **Advertising**

You agree not to use any trading relationship between you and CCEP, CCEP's name and trading style or any registered or unregistered trade mark which CCEP may use, for any marketing or advertising purposes, without first obtaining CCEP's agreement in writing.

16. **Past failure to action breach**

CCEP may take action against you if you breach these Conditions even if CCEP has not taken any action against you in the past when you have breached these Conditions.

17. **Applicable Law & Jurisdiction**

The laws of the country in which the contracting CCEP entity is incorporated, applies to these Conditions and any agreement between you and CCEP. The application of the UN Convention on the International Sales Goods (CISG – Vienna, 1980) is excluded. You agree to any dispute between you and CCEP being dealt with by the courts located in the country in which the contracting CCEP entity is incorporated.

18. **Enforceability**

If any part of these Conditions is not valid or if CCEP cannot enforce it, this will not affect any other part of the Conditions.

19. **Notices**

19.1 Any notice required or permitted to be given by either you or CCEP under the Conditions shall be in writing addressed to the other at its registered office or principal place of business or such other address as may have been notified to the other.

19.2 Any notice required to be given under the Conditions shall be deemed to have been properly served if delivered personally or sent by registered letter or e-mail to the party concerned at the address referred to in 19.1. In the absence of evidence of earlier receipt, any such notice shall be deemed to have been given;

- if left personally, when left at the address referred to in 19.1;
- if sent by registered, two days after posting, and
- if sent by e-mail, the day of e-mail receipt.

20. **Assignment**

The Conditions and any agreements made under them are personal to you and you cannot assign your agreement with CCEP or any part thereof or sub-contract or in any other way make over your obligations or any part thereof to any third party without CCEP's prior written consent. If CCEP does grant such consent, you will still be under an obligation to comply with the Conditions. CCEP remains free to assign its rights and obligations under the Conditions as it see fit.

21. **Enforceability by third parties**

No provision of these Conditions shall be enforceable by any person other than CCEP and you.