

TERMS AND CONDITIONS

1. APPLICATION OF TERMS AND CONDITIONS

1.1. The present terms and conditions (the “Terms and Conditions”) are applicable to all offers, orders or agreements concluded between Anheuser-Busch InBev BVBA/SPRL (“Seller”) and its customers (“Buyer(s)”) (together, the “Parties”).

1.2. Buyer acknowledges that it has read the Terms and Conditions and that it has accepted them before the placement of any order or conclusion of any agreement.

1.3. The application of any terms and conditions other than these Terms and Conditions (as amended from time to time), including any of Buyer’s terms and conditions or any of the terms and conditions of any of Seller’s affiliates, is explicitly excluded.

1.4. Subject to Section 8.4, to the extent that the present Terms and Conditions conflict with any specific terms and conditions (such as delivery or payment conditions) set forth in a written agreement between Seller and Buyer, the present Terms and Conditions shall be superseded and the specific terms of conditions of the written agreement between Seller and Buyer shall control. For clarity, if the written agreement between Seller and Buyer contains a jurisdiction or arbitration clause, Section 16.2(a) below shall be superseded and the jurisdiction or arbitration clause of the written agreement between Seller and Buyer (including with respect to any disputes arising out of or in connection with the present Terms and Conditions) shall control.

1.5. SELLER MAY AT ANY TIME AND AT ITS ABSOLUTE DISCRETION AMEND THESE TERMS AND CONDITIONS UPON PROVIDING ONE MONTH NOTICE TO BUYER. UPON RECEIPT OF SUCH NOTICE EITHER THROUGH THE POST OR THE INTERNET OR IN ANY OTHER WAY, BUYER SHALL BE DEEMED TO HAVE ACCEPTED THE AMENDED TERMS UNLESS IT HAS NOTIFIED SELLER OF ITS REJECTION WITHIN ONE MONTH FROM RECEIPT OF SUCH NOTICE. BUYER AGREES TO VISIT SELLER’S WEBSITE AT LEAST ONCE A MONTH, IN ORDER TO OBTAIN A COPY OF THESE TERMS AND CONDITIONS IN THE EVENT THAT THEY HAVE BEEN AMENDED.

2. PURCHASE AGREEMENT AND PRODUCTS

2.1. Buyer buys and sells the products of Seller (the “Product(s)”) in its own name and for its own account and acts as independent trader with regard to both Seller and its customers. Neither Party shall have the power to incur any obligations or liability in the name of or on behalf of, or pledge the credit of, the other Party in any manner whatsoever, without the specific written and prior consent of the other Party in each instance.

2.2. The relationship between Buyer and Seller is that of a vendor and a purchaser. Neither these Terms and Conditions or any agreement between the Parties, nor any performance under these Terms and Conditions shall be deemed or construed to constitute or create any relationship of agency, partnership, joint venture or employment between the Parties (or any of their parents, subsidiaries or affiliates). Unless otherwise specified in writing, a succession of orders does not imply the existence of a duration contract of any kind between the Parties.

2.3. Seller reserves the right at its sole discretion to alter, add and/or discontinue the formula, production source, ingredients, labeling, trade dress, shelf life, brand name and/or packaging of the Product with or without notice to Buyer.

2.4. Buyer shall adhere to Seller’s product freshness and quality standards, as may be amended by Seller from time to time.

2.5. Unless otherwise agreed in writing between the Parties, no exclusive right to buy and distribute Products in any territory is granted to Buyer.

2.6. Buyer shall be responsible, when relevant, for paying any duties, tariffs, deposits or other clearance charges on the Products, as well as freight, insurance, sales, use, excise, turnover, value added, environmental or other taxes or assessments, and any other costs and expenses normally incurred on shipments, unless otherwise agreed in writing between the Parties.

2.7. Buyer represents and covenants that (i) it has obtained or will obtain all permits and licenses necessary to import and distribute the Products into the territory(ies) where Buyer conducts its business and (ii) it shall strictly comply with any applicable supranational, national, state or local laws, rules regulations or ordinances.

3. BINDING ORDER

3.1. All quotations of Seller are non-binding. Seller is only bound by an order after Seller has accepted it in writing.

3.2. Seller may, at its sole discretion and for whatever reason, reject or partially accept an order at any time by notifying Buyer that it will deliver less than the ordered amount of Product.

3.3. Unless otherwise agreed between the Parties, each order for Product submitted by Buyer shall be for such quantity of Product as will fill one or more standard shipping containers.

3.4. The Buyers acknowledges that any order placed through the portal on its behalf is deemed to have been placed by a duly authorized person to place such order.

4. PRICE

4.1. Every Product is invoiced at the price and according to the price list applicable at the time of Buyer's order. Seller may, from time to time, change the price for the sale of the Product. Seller reserves the right to limit the quantity of Product purchased between the date on which Buyer is notified of a price increase and the effective date of such price increase.

4.2. The prices are in euros (EUR), before any taxes, excluding value-added taxes (VAT) and shipment costs.

5. DELIVERY

5.1. Unless otherwise expressly agreed upon in writing by the Parties, sales and deliveries shall be made EXW Seller's brewery (Incoterms® 2010). Any and all risk of the Product's loss, damage or destruction shall pass from Seller to Buyer as from the time Products are put at Buyer's disposal at the named place of delivery (irrespective of whether title to the Products remains vested in Seller). Buyer shall notify Seller in writing of the name and address of the freight forwarder or other authorized agent designated by Buyer to accept delivery of each shipment of the Product on behalf of Buyer.

5.2. Delivery times specified by Seller are non-binding and they are only given as an estimate. Seller is entitled to perform partial deliveries. In case of non-delivery of Product for whatever reason, any applicable advance payment made by Buyer will be repaid for such non-delivered Product, without interest or any other indemnity.

6. PAYMENT AND PENALTY

6.1. Unless otherwise agreed upon between the Parties, payment for the Product shall be made in Euro within thirty (30) days following the date of Seller's invoice and to the account indicated by Seller, without deduction or discount, unless otherwise indicated on the invoice.

6.2. Buyer shall pay the invoiced sums in full, without any set-off, deduction or withholding whatever. No ground, such as, for example, the filing of a complaint regarding the delivered Products, shall free Buyer from, or in any way suspend payment of, its payment obligations.

6.3. Any complaint regarding the invoices, in order to be valid, must be formulated in detail by registered mail within three (3) days after receipt of the invoice.

6.4. Without prejudice to any other rights or remedies, which Seller may have, an interest equal to 18% per annum or the maximum rate permitted by applicable mandatory laws, whichever is less, shall accrue, ipso jure

and without notice, as from the due date in the event of any delay in the payment of a Seller's invoice. In addition, in case of total or partial non-payment of an invoice upon due date, Buyer shall, ipso jure and without notice, owe a penalty of 10% of the amount remaining due (such penalty being independent of any fault attributable to Buyer or its auxiliaries and shall be in addition to any amount remaining due), without prejudice for Seller to claim both this penalty and its actual suffered damage, if such damage is superior to the aforementioned penalty of 10%.

6.5. If an invoice is not paid in whole or in part upon due date or if Buyer violates any of its other obligations, Seller is entitled, ipso jure and without notice, to postpone, waive or cancel the performance of all orders or agreements with Buyer, or terminate agreements with Buyer with immediate effect, without any judicial order being necessary, and to claim immediate payment of all debts, including those not yet due, notwithstanding any prior agreement and without prejudice to any other right to which Seller is entitled (including the right to claim damages).

7. RETENTION OF TITLE

Notwithstanding the delivery of the Product, the Product delivered remains property of Seller until the price, due under all and any invoices issued by Seller to Buyer, has been paid in full, including any costs and charges, interest for late payment and indemnities. In case of non-payment upon due date, Seller is automatically entitled to claim the Product back, ipso jure and at the expense of Buyer (without prejudice to any other rights or remedies, which Seller may have under these Terms and Conditions or under the applicable law). Buyer shall, at its own cost and expense: (i) take all necessary measures (including measures required by the applicable law) to ensure that the Product delivered remain Seller's property, as set forth above; and (ii) give all such assistance to Seller as Seller may require for that purpose or in order to claim back or re-take (or have a third party take) possession of the Product in accordance with the present Section.

8. LIMITATION ON SALES INTERMEDIARIES

8.1. Unless the specific, written and prior consent of Seller is obtained, Buyer may not resort to the services of any intermediary, representative, agent, sub-distributor or sub-contractor in connection with the (re-)sale of the Products (the "Sales Intermediary"). Seller's consent shall never be deemed to release Buyer from any of its obligations hereunder, and any selection of Sales Intermediaries shall be at Buyer's own cost and responsibility.

8.2. Buyer shall be liable towards Seller and shall indemnify and hold harmless Seller for all acts or omissions of its Sales Intermediaries or any of its other auxiliaries.

8.3. Buyer shall procure that its Sales Intermediaries comply with these Terms and Conditions, any other agreement with Seller and all applicable laws, which shall be deemed to include any and all laws of any country pertaining to anti-bribery or anti-corruption, such as the Foreign Corrupt Practices Act of the United States of America.

8.4. Without prejudice to the generality of the foregoing (and notwithstanding anything stated to the contrary in any written agreement between Buyer and Seller), Buyer shall not sell or ship, and shall cause the Sales Intermediaries not to sell or ship, the Products to countries embargoed by the U.S. Treasury Office of Foreign Asset Control (OFAC). Buyer shall not sell or ship to individuals or organizations (including any Sales Intermediaries), and shall cause the Sales Intermediaries not to sell or ship to individuals or organizations, identified by the U.S. Treasury as Specially Designated Nationals and Blocked Persons or in respect of which there are reasons to believe that they might be identified by the U.S. Treasury as Specially Designated Nationals and Blocked Persons.

8.5. Buyer agrees to terminate its relationship with any Sales Intermediary with immediate effect if, in the sole opinion of Seller, the relevant Sales Intermediary engages in any willful misconduct, negligence or fraud with respect to the Products or the Trademarks, or commits an act which, if committed by Buyer, would amount to a material breach of the present Terms and Conditions.

9. WAIVER

9.1. Failure by Seller to object to or take affirmative action with respect to any conduct of Buyer which is (or may be) in violation of these Terms and Conditions shall not constitute or be construed as a waiver by Seller of its rights to take action against such conduct at a later point in time.

9.2. No waiver of any right, privilege or remedy shall be effective unless made in writing and signed by the Parties. Under no circumstances shall an effective waiver of any right, privilege or remedy on any one occasion constitute, or be construed as a bar to the exercise of or as a waiver of such right, privilege or remedy on any future occasion.

10. INDEMNITY; LIABILITY

10.1. Buyer shall indemnify and hold harmless Seller, its parents, subsidiaries and affiliates, and their respective directors, officers, employees and agents (each an "Indemnified Party"), from and against any and all actions, suits, proceedings, claims, demands and the like made against an Indemnified Party by a third party (including an authority or government body) arising out of or in connection with any liabilities, losses, damages, death or personal injuries suffered by a third party and resulting by reason of (i) the storage, distribution or sale of the Products by Buyer or its Sales Intermediaries under or pursuant to these Terms and Conditions, or (ii) any alleged or actual breach by Buyer or its auxiliaries of any provision of these Terms and Conditions, including Section 8.4 and Section 13 (Standard of Conduct), and shall reimburse the Indemnified Party for any expense and prejudice incurred. Buyer shall also indemnify and hold harmless any Indemnified Party from and against any and all actions, suits, proceedings, claims, demands and the like made against an Indemnified Party by any Sales Intermediaries (or their respective affiliates, employees or agents) and shall reimburse the Indemnified Party for any expense and prejudice incurred. Such obligations do not require the showing of a fault or negligent acting by Buyer (or its Sales Intermediaries, employees or agents).

10.2. Seller shall have the full right and power (but not the obligation) to undertake, conduct and control, through appropriate counsel of its own choosing, the settlement or defense of any matter that implicates the present Section 10 and shall be indemnified for the fees and expenses of counsel retained for such purpose, any judgment or settlement amount and any other costs associated thereto; provided, however that Seller proceeds in good faith, expeditiously and diligently.

10.3. Each Party agrees and acknowledges that any breach of the terms of Section 14 (Trademark) or Section 15.3 (Confidentiality) of these Terms and Conditions causes immediate and irreparable damage to Seller.

10.4. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BY THESE TERMS AND CONDITIONS, SELLER SHALL BE LIABLE ONLY FOR DIRECT DAMAGE AND ANY LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED BY BUYER OR ITS EMPLOYEES, AGENTS AND SALES INTERMEDIARIES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, MARKET SHARE OR GOODWILL, GENERAL OR SPECIFIC, OF WHATEVER NATURE, IS EXPRESSLY EXCLUDED. SELLER IS NOT LIABLE FOR ANY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF ITS EMPLOYEES, CONTRACTORS OR AGENTS.

11. WARRANTY

11.1. WARRANTY OF SELLER IS IN ANY EVENT LIMITED TO REPLACING DEFECTIVE OR NON-CONFORMING PRODUCT AND, IF THIS IS NOT POSSIBLE IN SELLER'S SOLE OPINION, REDUCTION ON THE INVOICED PRICE (TO THE EXCLUSION OF ANY OTHER REMEDIES (INCLUDING DAMAGES)). These remedies shall not be available to Buyer if defects or non-conformity result from force majeure (as defined in Section 15.2 of these Terms and Conditions) or from the acts or omissions of Buyer (or its Sales Intermediaries, employees or agents). For the sake of clarity, Seller shall not be liable for non-conformity or defects related to Product supplied which are the results of storage conditions at the premises of Buyer, Sales Intermediaries or Buyer's customers.

11.2. EXCEPT FOR THE WARRANTIES EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS, SELLER EXCLUDES ALL OTHER CONTRACTUAL OR LEGAL WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE PRODUCT OR OF ITS FITNESS FOR A PARTICULAR PURPOSE.

11.3. Product complaints, in order to be valid, (i) must be notified to Seller by registered mail: (a) in the event of apparent defect, within twenty

(20) business days since the delivery of the Products; and (b) in the event of hidden defects, within twenty (20) business days after the discovery of the defect but no later than six (6) months since the Products were delivered; and (ii) must relate to Products that have not expired at the time the complaint is submitted by the Buyer. A claim based on apparent defect or hidden defects must be made (and a legal action based on apparent defect or hidden defects must be brought before the Arbitral Tribunal (as referred to in Section 16.2(a)), under penalty of estoppels), at the latest within ten (10) months after the delivery. This time limit, which applies notwithstanding later discovery of the non-conformity or defects, also applies to Buyer's defenses concerning non conformity or defects.

12. PRODUCT RECALL AND CRISIS MANAGEMENT

12.1. Definitions. (a) "Critical issue" means (i) any incident or issue linked to the Products or Trademarks that actually threatens, or is perceived to threaten, either lives, social/community well-being, economic stability or environmental balance and in extreme might compromise Seller's reputation or might provoke a withdrawal or recall of the Products or (ii) any incident or issue which could provoke or result in a Crisis.

(b) "Crisis" means: a product failure with a direct impact on public health and safety; environment incidents; fire, explosion or major destruction of assets; employee's accident or death; the occurrence of a large amount of Products with a quality problem or non-conformity; or any threats, blackmails, extortion or kidnap.

12.2. If a Critical Issue or Crisis is reported to a Party or comes to its attention, the Party shall inform the other Party immediately of all circumstances and aspects regarding the Critical Issue or Crisis. Buyer's report to Seller shall contain the date the Critical Issue or Crisis occurred, name and address of the reporting person and a detailed description of the circumstances in order to guarantee the clear and easy traceability of the Critical Issue or Crisis and shall provide Seller with all available documents and any relevant information (including local law requirements) related to the Critical Issue or Crisis and their management.

12.3. Seller has the exclusive right to determine the appropriate strategy and all actions which shall be adhered to manage the Critical Issue or Crisis. If other products produced and/or distributed by Buyer are involved in a Critical Issue or Crisis, both Seller and Buyer shall coordinate actions and strategy regarding Critical Issue or Crisis. Seller shall have the exclusive right to determine whether to withdraw or to recall the respective Product and shall have the exclusive right to determine the withdrawal or recall strategy.

12.4 No public statement or press release related to the Critical Issue or Crisis shall be made without prior written approval from Seller.

12.5. Any potential costs of managing the Critical Issue or Crisis shall be borne by the Parties in relation to their liability.

13. STANDARD OF CONDUCT

13.1. Buyer shall take no action that would be illegal under any applicable law or give rise to penalties if taken by Buyer or Seller itself. Buyer expressly represents and covenants that, in connection with its performance hereunder, Buyer has not and shall not, directly or indirectly, pay, offer, give, promise to pay or give or authorize the payment or gift of any portion of the compensation or reimbursements received from Seller or any other monies or other things of value to:

(a) an official or employee of any government or public international organization or any family member of such official or employee;

(b) an official or employee of any agency or instrumentality of said government or organization including any government owned commercial enterprise, or any family member of such official or employee;

- (c) an official or employee of any purchaser of Products or other commercial party doing business with Seller, or any family member of such official or employee;
- (d) a candidate for political office or family member of the same;
- (e) a political party or party official or family member of the same; or
- (f) any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the persons described in (a) through (f) above, for the purpose(s) of:
 - (i) influencing any act or decision of any of the above persons in his or its official capacity, including a decision to fail to perform his or its official function; or
 - (ii) inducing any of the persons specified above to use his or its influence to affect or influence any act or decision of such government, instrumentality, organization or customer, in order to assist Buyer or Seller in obtaining or retaining business or to engage in any act(s) or transaction(s) otherwise in violation of the Foreign Corrupt Practices Act of the United States of America or any other anti-bribery or anti-corruption laws of any country.

13.2. Buyer represents and warrants that no person described in the present Section above holds any financial interest in Buyer, or has any remunerated connection with it, or owes duties to, or is owed duties, by it, save as disclosed in writing to Seller prior to the date of order. Buyer agrees that the representations and warranties set out in this Section will remain true and correct at all times.

13.2. Buyer will:

- (a) maintain accurate and complete records of all amounts billable to or by, and payments made to or by, Seller, and all expenditures related to Buyer's performance of any services under these Terms and Conditions. Buyer shall preserve such records for a period of at least two (2) years after the delivery of the Products ordered in accordance with the present Terms and Conditions. Buyer shall at its sole expense provide to Seller and/or its affiliates copies of such records upon Seller's and/or its affiliates' request made during the period in which Buyer is required to maintain such records; and
- (b) answer, in reasonable detail, any written or oral inquiry from Seller related to Buyer's compliance with this Section 13; and
- (c) facilitate the interview of staff employed by Buyer (or any agent of Buyer) at any reasonable time specified by Seller related to Buyer's compliance with this Section 13.

13.3. Buyer shall require any affiliate or Sales Intermediary to represent that it has reviewed this present Section and to represent and agree in writing that it shall be bound by the terms of this Section 13 as it applies to Buyer.

13.4. Buyer will promptly report in writing any apparent breach of this Section 13 to Seller.

14. TRADEMARKS

14.1. Definitions. "Trademarks" shall mean:

- (a) the trademarks of Seller or any of Seller's affiliates (registered or unregistered, whether the subject of a pending application or not) used in conjunction with the sale, advertising and promotion of the Product;
- (b) Seller's (or Seller's affiliates') copyright works, promotional slogans, trade names, internet domain names, designs, formulae, product shapes and other distinctive features of its Product and promotional activities; and
- (c) any trademarks, copyright works, promotional slogans, trade names, internet domain names, designs, label get-ups, color combinations and product shapes developed by Buyer in conjunction with the marketing, distribution or sale of the Product; and
- (d) for the sole benefit of Seller and Seller's affiliates, all goodwill directly or indirectly associated with the foregoing.

14.2. The Trademarks are and shall remain the sole and exclusive property of Seller or its affiliates, whether or not registered in all countries and whether or not used by Buyer. To the extent the Trademarks are, by operation of law or otherwise, considered to be the property of Buyer, Buyer hereby assigns and agrees to assign such rights to Seller or any Seller's affiliate that Seller may designate. This provision shall survive the cancellation or fulfillment of the order.

14.3. Buyer shall not sell any goods (other than the Product) bearing the Trademarks, unless and until it has received Seller's prior written approval.

14.4. Buyer shall at all times recognize, respect and protect Seller's (or Seller's affiliates') claim of right of total ownership of any and all Trademarks connected with the distribution and promotion of the Product and shall not in any way derogate, diminish or weaken such right by acts of commission or omission. Buyer shall not at any time, either during or after the fulfillment of the order, challenge the validity, ownership or registration of any of the Trademarks or Seller's (or any Seller's affiliates') other trademarks.

14.5. Buyer shall notify Seller of any infringement or other improper or wrongful use of the Trademarks. Buyer shall notify Seller immediately if any third party claims that Buyer's use of the Trademarks violates any rights of such third party. Buyer will take no action in such case, other than notifying Seller within twenty-four (24) hours of such claim, and thereafter fully cooperating with Seller (or the relevant Seller's affiliate) in the defense of such claim. Seller, at its cost, will take such action as Seller, in its sole discretion, determines is necessary to establish, protect and defend its rights (or its affiliates' rights) to the Trademarks. Seller's determination in this regard shall be final and not subject to arbitration. Any legal proceedings instituted pursuant to this Section shall be for the sole benefit of Seller (or Seller's affiliates). Buyer will cooperate with Seller (or its affiliates) in establishing, protecting and defending Seller's rights (or Seller's affiliates' rights) to the Trademarks, including both civil actions and actions in the Trademarks Office or similar government office.

14.6. Seller and its affiliates shall have the exclusive right to manufacture, sell or distribute or to license the manufacture, sale and distribution of all other goods bearing its Trademarks (including without limitation branded merchandise, i.e. items other than the Products, carrying any of the Trademarks and which have sales value in their own right in addition to any use they might have as promotion or advertising vehicles, examples thereof being drinking glasses, mugs, openers, bags and wearing apparel such as shirts, jackets and hats).

14.7. Seller shall indemnify and hold harmless Buyer from and against any and all final judgments (after all appeals) from a civil court of competent jurisdiction, including claims, costs, expenses, damages, losses and liabilities arising out of or relating to Buyer's authorized use of the Trademarks in the distribution and sale of the Product; provided, however, that such indemnity is limited to Buyer's actual out-of-pocket costs and expenses incurred in connection with a final judgment (after all appeals) in favor of a third party by a civil court of competent jurisdiction, holding that such third party's rights have been violated and does not extend to: (a) Buyer's costs and expenses incurred in the performance of the respective order or agreement; or (b) lost profits, loss of business opportunity or any consequential or speculative damages.

15. MISCELLANEOUS

15.1. Severability. If any provision of these Terms and Conditions shall be determined to be illegal and unenforceable, the remaining provisions shall be severable and enforceable in accordance with their terms so long as these Terms and Conditions without such terms or provisions do not fail of their essential purpose or purposes. Seller will replace in good faith any such illegal or unenforceable provision or provisions with suitable substitute provisions which will maintain the economic purposes and intentions of these Terms and Conditions.

15.2. Force Majeure.

(a) Neither Party shall be responsible for any inability to perform or delay in performance hereunder occasioned by any act of God, change in applicable law (including any law other than Swiss law) or government regulation or practice, strike or other labor dispute, lockout, riot or civil commotion, breakdown of machinery or equipment, fire or any cause generally comprehended under the term "force majeure", even if these events are foreseeable.

(b) The Party which is so prevented from performing shall give prompt notice to the other Party of the occurrence of such event of force majeure, the expected duration of such condition and the steps which it is taking to correct such condition. If such condition shall continue for a period of more than ninety (90) days, the

other Party shall have the right to cancel the performance of the order or terminate the relevant agreement with Seller (if any) with immediate effect.

(c) If the absence of performance or a delay in delivery of the Product or any part thereof occurs due to force majeure, and if such non-performance or delay exceeds sixty (60) days, Buyer shall have the option to cancel the undelivered portion of the order for such Product by giving Seller written notice of cancellation, if at all, within five (5) business days following the expiration of such 60-day period. Such right of cancellation shall be Buyer's exclusive remedy for delay in delivery or non-delivery of Product.

15.3. Confidential Information.

(a) Buyer acknowledges and agrees that it may become familiar with certain confidential and/or proprietary information that is valuable to Seller. Buyer therefore agrees to maintain in strict confidence all information which Seller designates as confidential or proprietary, as well as all information that could reasonably be deemed to be confidential or proprietary ("Confidential Information"). Buyer shall not at any time, either during or after the performance of any order or the term of any agreement with Seller, use any Confidential Information for any purpose other than in the performance of its contractual obligations to Seller and shall not disclose in any form or manner, directly or indirectly, any Confidential Information to any third parties, except in the case whereby and insofar as Buyer is required by law. This provision shall survive the performance of any order or the expiration or termination of any agreement with Seller.

(b) In the event that Buyer breaches any of the terms of Section 15.3(a) above, the Parties stipulate that said breach will result in immediate and irreparable harm to the business and goodwill of Seller, and that damages, if any, and remedies under these Terms and Conditions or at law for such breach would be inadequate. Seller shall therefore be entitled notwithstanding the arbitration provision referred to in Section 16.2 to apply for and receive from any court of competent jurisdiction an injunction to restrain any violation of Section 15.3 (a), and for such further relief as the court may deem just and proper, and Buyer shall, in addition, pay to Seller the costs and expenses in enforcing the terms of Section 15.3(a), including but not limited to court costs and attorneys' fees. Seller's right to claim damages is reserved.

15.4. Privacy. Seller processes all personal data in accordance with its privacy policy.

15.5 Publicity. Buyer shall not make any press release or other public announcement concerning these Terms and Conditions, any agreement with Seller or the relationship created hereby or thereby, nor shall Buyer make any press release or public announcement regarding any brand owned, in whole or in part, by Seller or its affiliates, without Seller's prior written approval in each instance.

15.6 No Assignments. Buyer may not novate or assign these Terms and Conditions (whether by sale of its business or assets, by merger or otherwise) or any of its rights or obligations hereunder without the prior written consent of Seller. Seller may novate or assign these Terms and Conditions (and the contractual relationship that may result therefrom) at its discretion, without having to obtain Buyer's consent.

15.7 No Compensation or Indemnity. Following performance of an order or orders pursuant to these Terms and Conditions or termination or expiration of any written agreement with Seller, Buyer shall not claim any indemnity or compensation from Seller for any possible increase or increment in the goodwill of any of the Trademarks due to the Buyer's performance of its obligations under these Terms and Conditions or any agreement with Buyer, and in particular due to its promotion of the Products. In this regard, Buyer acknowledges the high degree of popularity that the Trademarks have acquired prior to the placement of any order and that such popularity will also benefit Buyer when (re)selling the Products. Buyer further acknowledges that it already has in existence a distribution network which Buyer shall make use of in connection with its obligations hereunder; and that it shall by virtue of these Terms and Conditions have the opportunity to earn sufficient remuneration to fully compensate Buyer for all investments and expenses of whatsoever nature that it may incur in connection with the promotion, sale or distribution of the Products, for its efforts in promoting and marketing the Products and/or the Trademarks and for any increment in clientele or goodwill that would benefit Seller (or Seller's affiliates) after performance of an order or orders or the termination or expiration of any agreement between Buyer and Seller.

15.8. Portal. Buyer warrants that the user of the portal is authorized to use the portal and ensure that its master data are regularly updated. Buyer also warrants that its employees take the appropriate measures to keep username and password safe and that, if any unauthorized person gets hold of Buyer's username/password through Buyer's systems and/or mistakes from Buyer (employee) for which Buyer is responsible and uses the portal (for instance, placing orders), Buyer is responsible for it and will fully indemnify Seller if need be.

16. GOVERNING LAW AND ARBITRATION

16.1. Governing Law. These Terms and Conditions, and any orders placed or sales or deliveries made hereunder, shall be exclusively governed by and construed in accordance with the substantive laws of Switzerland, exclusive of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) and exclusive of the Convention on the Limitation Period in the International Sale of Goods (New York, 14 June 1974).

16.2. Arbitration.

(a) ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE PRESENT TERMS AND CONDITIONS SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY THREE ARBITRATORS (THE "ARBITRAL TRIBUNAL") APPOINTED IN ACCORDANCE WITH SAID RULES. THE THIRD ARBITRATOR, WHO SHALL ACT AS PRESIDENT TO THE ARBITRAL TRIBUNAL, SHALL BE NOMINATED JOINTLY BY THE CO-ARBITRATORS, SUBSIDIARILY BY THE ICC COURT OF ARBITRATION. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH. THE PLACE OF ARBITRATION SHALL BE IN GENEVA, SWITZERLAND. THE EXISTENCE AND CONTENT OF ANY ARBITRATION PROCEEDING AND ANY AWARD THEREOF SHALL REMAIN STRICTLY CONFIDENTIAL.

(b) Any award of the arbitral tribunal shall be final and binding upon the Parties.

(c) Each Party agrees that an arbitral award or any judgment upon an arbitral award rendered against it under or in connection with these Terms and Conditions may be executed against its assets in any jurisdiction.

(d) The Parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, both before and after the Arbitral Tribunal has been appointed.