

## GLOBAL TERMS & CONDITIONS

TERMS AND CONDITIONS (Wherever used in this agreement (“**Agreement**”), 'Term' or 'Terms' shall mean any and all terms, drawings, specifications, formulae, or other conditions contained in this order or in any document referred to herein; wherever used in this order, the word 'Article' or 'Articles' shall mean any and all material, equipment, service or other supplies ordered hereunder.) These Terms apply to any purchase orders, releases, or any other means of ordering between seller (“**Seller**”) and Jim Beam Brands Co. (“**Buyer**”).

### (A) General

- (1) Unless the parties have an existing agreement that controls between the parties, any contract or purchase order for Articles that may be executed between the Seller and the Buyer for the supply of Articles shall be deemed to incorporate and be governed by these Terms which shall, together with the Seller's written quotation for the supply of Articles relative thereto, constitute the entire contract between the parties notwithstanding anything to the contrary howsoever expressed.
- (2) No change, modification or rescission of this Agreement or of any Term shall be effective except by writing signed by duly authorized representatives of Seller and Buyer, provided, however, that Buyer shall have the right, by giving written notice to Seller signed by an authorized purchasing representative, to change, modify, rescind, or to terminate on reasonable notice, this Agreement or any Term.

### (B) Prices and Payment

- (1) The prices for the Articles include all federal, state and local taxes from which Seller cannot obtain exemption. The amounts of any such taxes shall be shown separately on Seller's invoice.
- (2) No charges will be allowed for transportation, boxing, crating or other packing unless set forth in this Agreement.
- (3) Seller shall provide an invoice to Buyer for any fees or payments within no more than twenty-four (24) months from provision of Articles. Buyer shall pay to Seller all undisputed fees within sixty (60) days of receiving an invoice.

### (C) Risk and Title

- (1) Seller assumes all risk loss or damage (i) to all Articles, work in process, materials and other property of Buyer and Seller entering into performance of this Agreement and to third persons and their property, until the acceptance by Buyer of all the Articles; (ii) to any property received by Seller from, or held by Seller or its supplier for the account of Buyer; and (iii) to any Articles or part thereof rejected by Buyer or as to which Buyer has revoked its acceptance, from the time of such rejection or revocation.

- (2) The risk in the Articles shall pass to the Buyer upon delivery of the Articles (and acceptance thereto) to the place for delivery agreed between the Seller and the Buyer or where the Articles are to be made available for collection by the Buyer, dependent on the Incoterm specifically agreed by the Seller and the Buyer.
- (3) The property in the Articles shall pass to the Buyer upon effective delivery of the Articles to the Buyer.

(D) Delivery, Terms of Delivery, and Termination

- (1) If any delivery is, or is threatened to be, delayed, Seller shall promptly give notice to Buyer's purchasing department of such delay or threatened delay, together with all relevant information with respect thereto. No such notice shall relieve Seller of any duty hereunder.
- (2) Seller shall be responsible for any loss or damage arising from its delay in delivery, howsoever caused and whether in respect of the whole or part of the Articles.
- (3) If in the event Seller (i) fails to make any delivery within the time specified, or (ii) fails to perform or so fails to make progress as to endanger performance in accordance with the Terms, or (iii) becomes insolvent or the subject of proceedings under any law relating to bankruptcy or relief of debtors, then Buyer may terminate the whole or any part of this Agreement without prejudice to any rights it may have against Seller under law and without liability on its part for such termination or cancellation. To the extent not so terminated or cancelled, Seller shall continue performance of this order. Seller's time of delivery and performance in accordance with the Terms are of the essence of this order.
- (4) Buyer may terminate this Agreement, in whole or in part, for convenience with not less than thirty (30) days written notice to Seller without any further obligation after date of termination.

(E) Warranties

- (1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to this Agreement is not at the time of shipment adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act of 1938, as amended.
- (2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all

of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Seller's expense.

- (3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.
- (4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereunder, and the Occupational Safety and Health Act of 1970 and all applicable rules, regulations and standards issued pursuant thereto.
- (5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, on the then current list of chemical substances published by the Administrator of the Environmental Protection Agency pursuant to Section 8 of the Toxic Substances Control Act.

(F) Intellectual Property Rights

- (1) All Buyer's intellectual property (including trademarks and copyrights which may be furnished hereunder by Buyer to Seller) shall remain Buyer's property and together with all copies thereof, shall be returned to Buyer or destroyed as agreed between the parties upon termination of the business relation between the parties.
- (2) The Buyer shall be entitled to a limited, non-exclusive, non-transferable, non-sub-licensable, revocable, royalty-free license to use Seller's intellectual property related to the Articles for the purpose of the business relation with the Seller however the purchase of the Articles from the Seller shall not entitle it to use, register, or otherwise identify the Seller or its business with the Buyer's intellectual property, unless expressly authorized in writing to do so by the Buyer. Should the Seller violate this Term, the Buyer may avail itself of all remedies provided for by law.
- (3) All rights in patents, designs or other work created in connection with the Articles acquired by the Buyer under these Terms shall belong to the Buyer.

(G) Liabilities and Indemnifications

- (1) The Seller shall defend, indemnify, and hold harmless the Buyer, its affiliates, successors, assigns, directors, officers, employees, agents, customers, and users from and against any and all claims, demands, suit, action, proceedings, judgments and other liabilities, obligations, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs) of any nature (collectively, "Claims") arising out of or related to: (i) any breach of the

Agreement, (ii) negligence or willful misconduct of the Seller, its employees or agents with regard to these Terms, (iii) Seller's infringement or violation of trademark, copyright, patent, and/or any other intellectual property right on the manufacture, sale, or use of any Article or, (iv) from the failure of the Articles to perform as intended by Buyer.

(H) Insurance

- (1) During the term, Seller, at its sole cost, shall obtain and maintain in effect insurance or a program of self-insurance that shall include comprehensive commercial general liability insurance covering bodily injuries, death and property damage, and personal injury resulting from any one occurrence with a minimum amount of US\$2,000,000; umbrella liability insurance with an amount of US\$5,000,000; automobile liability insurance covering bodily injuries, death and property damage from any one occurrence, including all owned, hired and non-owned vehicles with a minimum amount of US\$1,000,000 combined single limit; workers' compensation insurance as required by law; employer's liability insurance with a minimum amount of US\$1,000,000 per occurrence; and professional liability insurance with a minimum amount of US\$2,000,000. Seller shall ensure its insurance policy is issued by an insurance company with an A.M. Best's rating of no less than A-, its comprehensive commercial general liability insurance is on an occurrence basis, and its workers' compensation insurance includes a waiver of subrogation. Buyer shall be listed as the policy as an additional insured party. Upon request, Seller shall provide certified proof of such policy.

(I) Confidentiality

- (1) "Confidential Information" shall mean all non-public, confidential, or proprietary information disclosed on or after the effective date of the Agreement, by or on behalf of any party (a "Disclosing Party") to the other party or its affiliates (a "Receiving Party") including the terms of this Agreement, whether disclosed orally or in written, electronic or other form or media, any material prepared by or for the Receiving Party that contains or are derived from any Confidential Information, and whether or not identified as "confidential." Confidential Information shall not include information that: (i) is or becomes generally available to and known by the public other than as a result of any breach of the agreement by the Receiving Party, its affiliates, or any of its Representatives (as defined below); (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party, before being disclosed by or on behalf of the Disclosing Party, its affiliates, or its Representatives; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.
- (2) Receiving Party shall safeguard the confidentiality of the Confidential Information with at least the same safeguards as Receiving Party uses to protect its own confidential information, but in no event less than commercially reasonable safeguards; use Confidential Information only for the purpose as expressly permitted in this Agreement; and not disclose any Confidential Information to any person or entity other than to Receiving Party's affiliates, and their respective directors, officers, employees, agents, or consultants

("Representatives") who need to know such information to assist with the purpose of the agreement, are informed of the confidential nature of the Confidential Information, and are subject to confidentiality duties to Receiving Party that are no less restrictive than the terms of this agreement. Each party's obligations regarding Confidential Information shall survive any termination or expiration of this Agreement without limitation. Notwithstanding any other provision of this clause, it shall not be a breach of this agreement for Receiving Party to disclose any Confidential Information pursuant to a court order or a binding request from a regulatory (or other analogous) authority with jurisdiction or from any other third-party with statutory power to require the disclosure of such Confidential Information, provided Receiving Party gives the Disclosing Party reasonable notice of such disclosure, if lawfully permitted. The Receiving Party agrees that it will furnish only that portion of the Confidential Information that Receiving Party is legally compelled to disclose and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information.

(J) Assignment

No right or obligation under this Agreement shall be assigned by Seller without the prior written consent of Buyer. Accordingly, any purported assignment by Seller without Buyer's prior consent shall be deemed void. Buyer is entitled to assign this Agreement, whether in whole or in part, without Seller's written consent.

(K) Waiver

No waiver by Buyer of any Term or of any obligation of Seller shall constitute a waiver of any other Term or of any other of Seller's obligations or any part thereof. No delay or failure on the part of Buyer in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights.

(L) Governing Law and Venue

- (1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of the State of New York as if this Agreement were executed and performed entirely within the State of New York.
- (2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of the State of New York and the United States of America located in the City of New York for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts).

(M) Independent Contractor

Each party is and shall remain an independent contractor, and nothing herein shall be deemed to create a partnership, joint venture, principal-agent, or employee-employer relationship between the parties. Seller shall have no authority to bind Buyer in any respect. Seller is not authorized to represent or make any commitments on behalf of Buyer.

(N) No Publicity

Seller shall not use any trademarks, trade names, or any other intellectual property of Buyer in any press release, advertising, or promotional materials without Buyer's prior written consent.

REGIONAL ADDENDUMS

<a href="#">Australia</a>	<a href="#">China</a>	<a href="#">France</a>
<a href="#">Germany</a>	<a href="#">GTR (Beam Suntory Asia Pte. Ltd.)</a>	<a href="#">GTR (Beam Suntory Australia Pty Ltd.)</a>
<a href="#">GTR (Beam Suntory Distribution S.L.U.)</a>	<a href="#">India</a>	<a href="#">Korea</a>
<a href="#">New Zealand</a>	<a href="#">Southeast Asia (Singapore)</a>	<a href="#">Southeast Asia (Thailand)</a>
<a href="#">Spain (Beam Suntory Distribution S.L.U.)</a>	<a href="#">Spain (Beam Suntory España Beverages S.L.U.)</a>	<a href="#">Spain (Beam Suntory Spain S.L.)</a>
<a href="#">Taiwan</a>	<a href="#">United Kingdom (Beam Suntory UK Ltd.)</a>	<a href="#">United Kingdom (Suntory Global Spirits UK Ltd)</a>

**AUSTRALIA ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory Australia Pty. Ltd.**, a company incorporated under the laws of Australia, having its registered office at Level 18, 100 Pacific Highway, North Sydney, NSW 2060, Australia;

**AND**

**Seller.**

Beam Suntory Australia Pty. Ltd. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory Australia Pty. Ltd., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to*

*this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in Australia.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Seller's expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in Australia.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of The Industrial Chemicals Act 2019/ Hazardous Substances & New Organisms Act 1996."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of Australia as if this Agreement were executed and performed entirely within Australia.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of Australia for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.



**CHINA ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory Spirits Trading (Shanghai) Co., Ltd.**, a company incorporated under the laws of China, having its registered office at 37th Floor, Tower II, Jing’an Kerry Center, 1539 Nanjing West Road, Shanghai, China;

**AND**

**Seller.**

Beam Suntory Spirits Trading (Shanghai) Co., Ltd. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory Spirits Trading (Shanghai) Co., Ltd., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and*

*payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in the People's Republic of China.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Sellers expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in the People's Republic of China.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of the People's Republic of China."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the laws of the People's Republic of China as if this Agreement were executed and performed entirely within China.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the courts located in Shanghai for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.

**FRANCE ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory France S.A.S.**, a company incorporated under the laws of France, having its registered office at 44-52 Boulevard du Parc, 92200 Neuilly-Sur-Seine (France);

**AND**

**Seller.**

Beam Suntory France S.A.S. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory France S.A.S., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and*

*payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in France.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Sellers expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in France.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of France.”*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*“(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of France as if this Agreement were executed and performed entirely within France.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of France for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts).”*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.

**GERMANY ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory Deutschland GmbH**, a company incorporated under the laws of Germany, having its registered office at Unterschweinstiege 2-14, 60549 Frankfurt/Main;

**AND**

**Seller.**

Beam Suntory Deutschland GmbH and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory Deutschland GmbH, an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to*

*this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in Germany.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Sellers expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in Germany.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of Germany."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of Germany as if this Agreement were executed and performed entirely within Germany.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of Germany for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.

**GTR (Beam Suntory Asia Pte. Ltd.) ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory Asia Pte. Ltd.**, a company incorporated under the laws of Singapore, having its registered office at 128 Beach Rd, #13-03/04 Guoco Midtown, Singapore 189773;

**AND**

**Seller.**

Beam Suntory Asia Pte. Ltd. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory Asia Pte. Ltd., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to*

*this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in Singapore.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Seller's expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in Singapore.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of Singapore."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of Singapore as if this Agreement were executed and performed entirely within Singapore.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of Singapore for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.



**GTR (Beam Suntory Australia Pty Ltd.) ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory Australia Pty Ltd.**, a company incorporated under the laws of Australia, having its registered office at Level 18, 100 Pacific Highway, North Sydney, NSW 2060, Australia;

**AND**

**Seller.**

Beam Suntory Australia Pty Ltd. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory Australia Pty Ltd., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to*

*this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in Australia.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Seller's expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in Australia.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of Australia."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of Australia as if this Agreement were executed and performed entirely within Australia.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of Australia for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.

**GTR (Beam Suntory Distribution S.L.U.) ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory Distribution S.L.U.**, a company incorporated under the laws of Spain, having its registered office at Calle Mahonia 2, 28043 Madrid, Spain;

**AND**

**Seller.**

Beam Suntory Distribution S.L.U. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory Distribution S.L.U., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to*

*this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in Spain.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Seller's expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in Spain.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of Spain."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of Spain as if this Agreement were executed and performed entirely within Spain.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of Spain for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.

**INDIA ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Global Spirits & Wine (India) Private Limited**, a company incorporated under the Companies Act, 1956 (the “Companies Act”), and having its registered office at Second Floor, 70/A-18, Rama Road Industrial Area, Moti Nagar, New Delhi - 110015 and its corporate office at 12<sup>th</sup> Floor, DLF Building No. 10, Tower-C, DLF Cyber City, Phase-II, Gurgaon – 122 002 (Haryana);

**AND**

**Seller.**

Beam Global Spirits & Wine (India) Private Limited and the Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Global Spirits & Wine (India) Private Limited, an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: PRICES AND PAYMENT**

The Parties hereby agree to include sub-clause (4), (5) and (6) under Clause B “Prices and Payments.”

(4) Save and except where (A) prohibited by law or (B) transactions on which Goods and Services Tax (‘GST’) is discharged under reverse charge mechanism (‘RCM’) or (C) unless otherwise indicated on PO, all rates and prices are inclusive of all applicable taxes and duties and such other like payments as may be payable under any applicable laws. Seller shall be entirely responsible for payment of all applicable GST or other applicable State taxes and levies, whether now or hereafter enacted, however designated, in accordance with general statutes and applicable tax law (hereafter “Taxes ”). The payments shall be

subject to collection and/or deduction of applicable taxes at source as per the relevant provisions of the Income-tax Act, 1961 ("The Act"). Where the Buyer at the time of purchase deducts tax at source as per the provisions of the Act, Seller shall not be required to collect taxes at source under the Act. The respective Party shall deliver to the other Party a copy of the deduction/ collection certificate as prescribed under law, reflecting the amount deducted/ collected and correct particulars of the deducting entity.

(5) If the Seller is not able to provide (GST) compliant tax invoice containing all the particulars as per GST legislation and Rules, Buyer shall not be liable to make any payment against such invoice.

(6) Advance paid, if any, will be inclusive of applicable GST levy and to be discharged by Seller specified as per the applicable legislation and Rules. Buyer will pay GST amount on supply to the Seller only once the said amount is reflected as credit in the GSTR-2A and the Seller has made payment of taxes to the Government Exchequer. In an event of any loss of credit or additional liability and/or interest etc. arising due to non-compliance by Seller, the same shall be reimbursed by Seller to Buyer. In the event that the input tax credit of the GST charged by Seller is denied by the tax authorities to Buyer due to deficiency in documents/ compliance of the Seller, Buyer shall be entitled to recover such amount from the Seller by way of adjustment from subsequent payments. In addition to the amount of GST, Buyer shall also be entitled to recover interest and penalty, in case any penalty is imposed by the tax authorities on Buyer. The Taxes payable on such Articles, as indicated in the Agreement, are as per the determination of and information received from the Seller itself. The taxes charged by the Seller on the tax invoices would be final and no claim for any additional / different / new taxes with respect to the supply under the PO would be entertained by the Buyer for any reason whatsoever, after the issuance of tax invoice.

### **THIRD: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

#### **“(E) Warranties**

(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance, or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance, and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in India.

(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Sellers expense.

(3) Any information contained in leaflets, performance specifications or brochures shown by

Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.

(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in India.

(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of India.

#### **FOURTH: INSURANCE**

The Parties hereby agree to amend and entirely replace Clause H ("Insurance") of the Terms & Conditions with the below:

"The Supplier shall ensure it has and shall for the duration of the Agreement maintain in place, adequate general liability insurance and as relevant, professional liability, product liability transit and/or other insurance and shall provide satisfactory evidence at the Buyer's request.

Seller shall ensure its insurance policy is issued by an insurance company with an A.M. Best's rating of no less than A-, its comprehensive commercial general liability insurance is on an occurrence basis, and its workers' compensation insurance includes a waiver of subrogation. Buyer shall be listed as the policy as an additional insured party. Upon request, Seller shall provide certified proof of such policy."

#### **FIFTH: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

"(L) Governing Law and Jurisdiction

(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of India as if this Agreement were executed and performed entirely within India.

(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of Haryana, India for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."

#### **SIXTH: COMPLIANCE**

The Parties hereby agree to include Clause O ("Compliance") to the Terms & Conditions:

"(O) Compliance

Compliance. Seller confirms and certifies to Buyer that no improper or illegal gifts or payments to

public officials, such as facilitation or speed payments, which violate any Indian anti-corruption laws or the Foreign Corrupt Practices Act, 1977 or the UK Bribery Act, 2010, have been made and shall not be made, directly or indirectly, in connection with the Articles provided or to be provided to the Buyer under this Agreement”.

**SEVENTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**EIGHTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.



**KOREA ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory Korea**, a company incorporated under the laws of Republic of Korea, having its registered office at 6F Gangnam Finance Center, 152 Teheran St. Gangnam District, Seoul, 06236 Republic of Korea;

**AND**

**Seller.**

Beam Suntory Korea and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory Korea, an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to*

*this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in Korea.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Seller's expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in Korea.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of Korea."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the laws of Korea as if this Agreement were executed and performed entirely within Korea.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the courts located in Seoul for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.

**NEW ZEALAND ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory NZ Ltd.**, a company incorporated under the laws of New Zealand, having its registered office at Level 1, 125 The Strand, Parnell, Auckland, 1010, New Zealand;

**AND**

**Seller.**

Beam Suntory NZ Ltd. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory NZ Ltd., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to*

*this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in New Zealand.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Seller's expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in New Zealand.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of The Industrial Chemicals Act 2019/ Hazardous Substances & New Organisms Act 1996."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of New Zealand as if this Agreement were executed and performed entirely within New Zealand.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of New Zealand for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.

**SINGAPORE ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory Asia Pte. Ltd.**, a company incorporated under the laws of Singapore, having its registered office at 128 Beach Rd, #13-03/04 Guoco Midtown, Singapore 189773;

**AND**

**Seller.**

Beam Suntory Asia Pte. Ltd. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory Asia Pte. Ltd., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to*

*this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in Singapore.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Seller's expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in Singapore.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of Singapore."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of Singapore as if this Agreement were executed and performed entirely within Singapore.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of Singapore for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.

**THAILAND ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory (Thailand) Ltd.**, a company incorporated under the laws of Thailand, having its registered office at No. 1818 Rasa Two Building, 18th Floor, Room No. 1848, Phetchaburi Road Makkasan Sub-District, Ratchthevee District, Bangkok, Thailand;

**AND**

**Seller.**

Beam Suntory (Thailand) Ltd. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory (Thailand) Ltd., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and*

*payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in Thailand.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Sellers expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in Thailand.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of Thailand."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of Thailand as if this Agreement were executed and performed entirely within Thailand.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of Thailand for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.



**SPAIN (Beam Suntory Distribution S.L.U.) ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory Distribution S.L.U.**, a company incorporated under the laws of Spain, having its registered office at C/Mahonia, 2, 1<sup>st</sup> Floor, 28043, Madrid, Spain;

**AND**

**Seller.**

Beam Suntory Distribution S.L.U. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory Distribution S.L.U., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to*

*this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in Spain.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Seller's expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in Spain.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of Spain."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of Spain as if this Agreement were executed and performed entirely within Spain.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of Spain for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.

**SPAIN (Beam Suntory España Beverages S.L.U.) ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory España Beverages S.L.U.**, a company incorporated under the laws of Spain, having its registered office at C/Mahonia, 2, 1<sup>st</sup> Floor, 28043, Madrid, Spain;

**AND**

**Seller.**

Beam Suntory España Beverages S.L.U. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory España Beverages S.L.U., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to*

*this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in Spain.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Seller's expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in Spain.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of Spain."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of Spain as if this Agreement were executed and performed entirely within Spain.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of Spain for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.

**SPAIN (Beam Suntory Spain S.L.) ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory Spain S.L.**, a company incorporated under the laws of Spain, having its registered office at C/Mahonia, 2, 1<sup>st</sup> Floor, 28043, Madrid, Spain;

**AND**

**Seller.**

Beam Suntory Spain S.L. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory Spain S.L., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to*

*this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in Spain.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Seller's expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in Spain.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of Spain."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of Spain as if this Agreement were executed and performed entirely within Spain.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of Spain for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.

**TAIWAN ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory Taiwan Co., Ltd.**, a company incorporated under the laws of Taiwan, having its registered office at 32F., No. 7, Sec. 5, Xinyi Rd., Xinyi Dist., Taipei City 110615, Taiwan (R.O.C.);

**AND**

**Seller.**

Beam Suntory Taiwan Co., Ltd. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory Taiwan Co., Ltd., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to*

*this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in Taiwan.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Seller's expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in Taiwan.*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of Taiwan."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the laws of Taiwan as if this Agreement were executed and performed entirely within Taiwan.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the courts located in Taipei for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.



**UNITED KINGDOM (Beam Suntory UK Ltd.) ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Beam Suntory UK Ltd.**, a company incorporated under the laws of England, having its registered office at 44-45 Great Marlborough Street, London, W1F 7JL;

**AND**

**Seller.**

Beam Suntory UK Ltd. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Beam Suntory UK Ltd., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and*

*payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in the United Kingdom.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Sellers expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in the United Kingdom*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of the United Kingdom."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of the United Kingdom as if this Agreement were executed and performed entirely within the United Kingdom.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of the United Kingdom for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.

**UNITED KINGDOM (Suntory Global Spirits UK Ltd.) ADDENDUM TO THE GLOBAL TERMS & CONDITIONS**

This Addendum to the Global Terms & Conditions (“**Addendum**”) supplements the Terms & Conditions (defined below) by and between:

**Suntory Global Spirits UK Ltd.**, a company incorporated under the laws of England, having its registered office at 44-45 Great Marlborough Street, London, W1F 7JL;

**AND**

**Seller.**

Suntory Global Spirits UK Ltd. and Seller shall individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties.**”

**RECITALS:**

- I. A Purchase Order (“**PO**”) bearing the Global Terms & Conditions (“**Terms & Conditions**”) was issued.
- II. The Parties have mutually agreed to amend certain provisions of such Terms & Conditions, and therefore, enter into this Addendum to record the agreed amendments.
- III. All capitalized terms used in this Addendum without definition herein shall have the meanings ascribed to such terms by the Terms & Conditions.

Accordingly, in consideration of the premises and mutual representations, warranties and agreements contained in this Addendum, the Parties acknowledge and agree as follows:

**FIRST: PARTIES**

Suntory Global Spirits UK Ltd., an affiliate of Jim Beam Brands Co., replaces Jim Beam Brands Co. as Buyer in the Terms & Conditions under this Addendum.

**SECOND: WARRANTIES**

The Parties hereby agree to amend and entirely replace / substitute Clause E Warranties of the Terms & Conditions with the below:

*“(E) Warranties*

*(1) Seller expressly warrants that all Articles and all materials, parts, work and workmanship entering into performance or this Agreement will conform to the Terms, and that the Articles will be merchantable, of good workmanship and material, and free from defect and no liability to the Seller and/or any third party shall attach to the Buyer in relation to such Articles for any defect in manufacture or otherwise. Such warranties shall survive inspection, test, acceptance and*

*payment. Where applicable, Seller warrants that any food, drug or cosmetic supplied pursuant to this Agreement is not at the time of shipment adulterated or misbranded and is in accordance with the applicable laws in the United Kingdom.*

*(2) The Articles and all parts, material, work and workmanship entering into performance of this Agreement shall be subject to inspections, tests and count by Buyer at all reasonable times and places, whether during or after manufacture or delivery if in any way an Article or the Articles shall be defective or shall not conform to the Terms or with standard specifications if no specifications are set forth in the Terms, Buyer, in addition to any and all other rights and remedies it may have, may revoke its acceptance or may reject any or all of the Articles. Upon such revocation or rejection, Buyer may return, at Seller's expense, any or all of the Articles or require prompt correction or replacement at Sellers expense.*

*(3) Any information contained in leaflets, performance specifications or brochures shown by Seller to Buyer constitutes contractual information as to the quality of the Articles. Samples serve as quality and guarantee reference and, unless otherwise stated herein, each Article must comply in all respect with any sample thereof shown to Buyer.*

*(4) Seller warrants that in the fulfillment of this Agreement and in the production of the Articles, no federal, state, city or municipal law ordinance, rule or regulation applicable thereto was or will be violated and that the Articles covered hereby were or will be produced in compliance with all applicable labour laws in the United Kingdom*

*(5) If applicable, Seller warrants that all Articles which are chemical substances or that all chemical substances comprising the Articles, shall be, at the time of sale and the Buyer's receipt, be in accordance with the laws of the United Kingdom."*

### **THIRD: GOVERNING LAW AND VENUE**

The Parties hereby agree to amend and entirely replace / substitute Clause L of the Terms & Conditions with the below:

*"(L) Governing Law and Jurisdiction*

*(1) These Terms, its performance and all matters arising out of or relating to it shall be exclusively construed in accordance with and governed by the law of the United Kingdom as if this Agreement were executed and performed entirely within the United Kingdom.*

*(2) The parties unconditionally agree and commit to submit to the exclusive jurisdiction of the Courts of the United Kingdom for any actions, suits or proceedings arising out of or relating to these Terms and the commercial transactions between the parties governed thereby (and they agree not to commence any action, suit or proceeding relating thereto except in such courts)."*

**FOURTH:** Rest of the provisions of the Terms & Conditions shall remain unaltered, valid, and in full force and effect. This Addendum is to be interpreted and construed according to the Terms & Conditions.

**FIFTH:** In the event of any conflict between the provisions provided under this Addendum and the provisions of the Terms & Conditions, provisions of this Addendum shall prevail.