

General Commercial Terms and Conditions of Coca-Cola HBC Česko a Slovensko, s.r.o.,

with its registered seat at Českokobrodská 1329, 198 21 Prague 9, Kyje, Czech Republic. Company ID: 41189698 VAT ID: CZ41189698, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 3595 on 22/08/1991

valid from 29.11.2016, effective from 1.1.2017

1. These terms and conditions concern and specify the terms and conditions of all contracts entered into by and between the Buyer and the Seller unless otherwise stipulated by the Contracting Parties in individual cases. If a framework agreement or a multinational agreement is entered into, then the provisions of such individual contracts prevail over the provisions of these terms and conditions. Individual contracts shall be entered into if the Seller, for whom the offer of the contract (hereinafter referred to as the “purchase order”) is determined, accepts this offer without reservation within three days of the date stated on the purchase order (if the purchase order of the Buyer is accepted by the Seller with any amendment or variance, and that is including any amendment or variance which does not substantially change the purchase order, the Buyer, in compliance with the provisions of Section 1740, paragraph 3 of Act No. 89/2012 Coll. of the Civil Code (hereinafter referred to as the “CC”), excludes such acceptance of the purchase order with amendment or variance and contract conclusion).

An offer to enter into a contract may be retracted by the Buyer at any time and without providing any reasons until the Seller notifies him expressly that he accepts his offer without reservation. In other cases if there is a dispute, then any representations or other actions of the Seller which could imply his consent to the acceptance shall be deemed as the acceptance of the offer, including the consent to personal data processing, which is incorporated in Paragraph 18, as well as acceptance of the Arbitration Clause, incorporated in Paragraph 24. Delivery of the goods stated in the purchase order by the Buyer to the Seller also stated therein by the Buyer shall also be deemed as acceptance of the offer under the conditions stated herein.

Terms:

The “Seller” shall be the person or company to whom this purchase order is addressed,

the “goods” shall be the items and/or services stated in the purchase order by the Buyer,

the “Buyer” shall be Coca-Cola HBC Česko a Slovensko, s.r.o., with its registered seat at Prague 9 – Kyje, Českokobrodská 1329, Postal code 198 21, Company ID 41189698, incorporated in the Commercial Register maintained by the Municipal Court in Praha, Section C, File 3595,

the “Contract” shall be a contract between the Seller and the Buyer for delivery of goods or services; if any of the provisions of these terms and conditions cannot be applied to a service due to its nature, they will not be applied to it and/or they will be applied in such a way so that the purpose of the provisions is achieved.

2. The goods delivered must:

- (I) correspond with the data stated in the purchase order regarding their quantity, quality and fabrication;
- (II) be complete, including all the documentation necessary for their due acceptance and usage;
- (III) be fabricated in a due manner and from materials which are safe and designated for that purpose;
- (IV) correspond with the properties of a sample or a model which was presented either by the Buyer or the Seller. In the case of a dispute the prevailing sample is the one presented by the Buyer;
- (V) be properly packed and secured for transport in the manner stated in the purchase order and if this manner is not stated therein, in a manner which is common for the transport of goods of this kind;
- (VI) be without any factual or legal defects;
- (VII) meet the requirements of all applicable legal regulations, technical, safety and other standards, in all other respects;
- (VIII) be delivered along with the respective documents executed in Czech.

Unless otherwise stipulated in the order, if it is customary for the relevant kind of goods, due training of the persons designated by the Buyer and execution of exams, which is included in the price in such cases, shall also be a part of the goods delivery.

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3. The Seller shall be obliged to deliver the goods in the quantity, on the date and for the price stated in the purchase order. If the purchase order does not contain the date of delivery of the goods, the Seller shall be obliged to deliver the goods without delay, within five workdays of the date of the contract conclusion at latest. The Buyer shall be entitled to reject a partial delivery of goods. If the goods or any part of the goods are not delivered on time, the Buyer shall be entitled to withdraw from the contract, and that is without prejudice to his statutory entitlements. Delay in delivery of the goods in the case of subsequent impracticability of the performance shall be governed by the provisions of legal regulations.
4. The Buyer shall be entitled to reject the goods delivery prior the agreed date of performance. Even if the Buyer gives his express consent to premature delivery, the Seller shall be obliged to deliver the goods complete, in the agreed quantity and quality, as well as in compliance with the provisions of Paragraph 2.
5. The goods must be delivered to the Buyer to the place of performance stated in the purchase order. The goods must be duly marked as a delivery for the Buyer and the accompanying documents must include the number of the purchase order, the code of the goods stated in the purchase order, the quantity of the goods, the manner of transport and the place of delivery. One copy of the accompanying documents must be enclosed to the delivery being transported and one copy must be handed over to the transporter. The costs of the transport of the goods to the place of performance shall be paid by the Seller, unless otherwise expressly agreed by the Seller and the Buyer.
6. The risks of loss of, destruction of or damage to the goods shall be transferred to the Buyer upon the due handover of the goods to the Buyer or the acceptor of the delivery stated in the purchase order, provided this happens at the agreed place and time and also otherwise in compliance with these provisions. The acceptance of the goods shall be confirmed by the Buyer on the respective bill of delivery. The Buyer shall inspect the goods or shall arrange for their inspection, that is with respect to their nature, as a general rule within 5 workdays of the date of takeover of the delivery stated in the purchase order by the acceptor. Any obvious damage to the delivery in the course of transport, which can be discovered when the goods inspection is carried out with expert care, shall be reported in writing by the Buyer to the Seller within 5 workdays of this inspection, otherwise the Buyer shall only be entitled to enforce the liability for defects discovered during such an inspection if he proves that the goods had the defects upon their takeover. The Seller shall be notified of other goods defects, including legal ones, without undue delay after the Buyer discovers them.
7. If the goods have been manufactured using things handed over by the Buyer, the Seller shall not be liable for such defects of the goods that have been caused by using those things provided that despite expert care it was impossible for the Seller to discover the unsuitability of those things for the manufacture of the goods, or that the Seller notified the Buyer of this unsuitability in writing but the Buyer insisted on using them. The Seller shall timely notify the Buyer in writing of the need to deliver things which the Buyer is to hand over to the Seller for the manufacture of the goods.
All the things handed over to the Seller by the Buyer shall remain in the ownership of the Buyer. The Seller shall notify the Buyer in writing of any loss of, destruction of or damage to the things handed over to him by the Buyer as soon as they are discovered. Following prior agreement with the Buyer, the Seller shall arrange for effective removal of consequences of any event when the things handed over to him by the Buyer have been damaged. The Seller shall be liable for the due insurance of his liability for the things handed over to him by the Buyer for the manufacture of the goods. For such cases the insurance payment shall be blocked for the benefit of the Buyer. The Seller undertakes to hand over a document about fulfilment of his obligation arising from this paragraph to the Buyer at the Buyer's request without delay. The risk of damage to the things handed over to the Seller by the Buyer for the manufacture of the goods shall be transferred to the Seller on the day when these things were handed over to the Seller by the Buyer.
8. The Seller undertakes to ensure that all his activities carried out in accordance with this contract at the seat of the Buyer or at any of the Buyer's premises shall only be performed by workers who have due health and

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social insurance, including statutory personal accident insurance. The Seller shall be obliged to present the Buyer with a list of workers who perform the activities arising from this contract at the seat or any other premises of the Buyer at the Buyer's request. The Seller shall be obliged to visibly mark all the persons by means of whom he carries out his duties arising from the contract and who work at any of the Buyer's premises. The Seller shall be entitled to use a third person for the purposes of a purchase order implementation only after the prior consent of the Buyer; in that case his liability shall be the same as if he implemented the order himself.

9. The Seller represents that he owns the licenses and authorisations that are required for implementation of all the activities arising from the contract. The Seller further represents that if the activities arising from the contract are implemented at the seat or any of the premises of the Buyer by foreign nationals, all the conditions, licenses and authorisations required by Czech law shall be secured by him and that he shall bear the full liability for observing them.
10. All the information, data, know-how, designs and drafts, specifications and other materials provided by the Buyer for the Seller for the purposes of the manufacture of the goods
 - a) shall remain in the ownership of the Buyer,
 - b) shall be confidential by nature and the Seller must not provide them or make them available to any third persons (in the same extent the Seller shall be obliged to ensure that his employees with access to such information and materials also keep them confidential and protect them),
 - c) shall not be used by the Seller for any purposes other than those provided for by the contract without the prior written consent of the Buyer. In order to exercise his ownership title and other rights and protected interests pursuant to this paragraph as well as Paragraph 7, in the case of an imminent risk of their violation or if any violation by the Seller or third persons already exists, the Buyer shall be entitled to take such measures that he finds suitable with respect to the circumstances of which he is aware, including the right to enter the Seller's premises in order to gain physical possession and disposal of such things, information, data, etc., and that shall be without prejudice to his other rights arising from the contract and legal regulations.

Should the Seller become obliged to make any confidential information or other facts, the confidentiality of which he is obliged to keep confidential in accordance with this Article, available or public, he shall be obliged to notify the Buyer of it without delay, including stating the information itself.
11. If the goods are part of the intellectual property of the Seller or any other third persons, the Seller shall be obliged to provide the authorisation to use the goods for the agreed, otherwise common, purpose (hereinafter referred to as the "License") or to arrange for the provision of such authorisation. Unless otherwise expressly agreed by the Contracting Parties, the License must be provided without any territorial, quantity or time restrictions and as non-exclusive and the Buyer shall be entitled to alter and modify the work within the agreed, otherwise common, purpose. The Buyer shall be entitled to provide the complete License granted to him or its part for third persons. Unless otherwise agreed in writing by the Contracting Parties, the price for the delivered goods also includes payment for the granted License. The Buyer shall not be obliged to use the License. The Seller shall be obliged to compensate the Buyer for all the harm which he incurs as a consequence of the exercise of any claims arising from the intellectual property rights violation exercised by a third person due to the use of the goods by the Buyer. That is without prejudice to the Buyer's right to withdraw from the contract unless the Seller provides, or arranges for the provision of, the License to use the delivered goods in accordance with this Article for him.
12. Unless a warranty card of the Seller or package information state a longer warranty period, it shall be deemed that the warranty period is the same as the Seller usually provides for his significant customers, but at least
 - i. 2 years for products;
 - ii. 6 months for services.

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The warranty period starts running on the day following the due handover of the goods under these terms and conditions, but it is suspended for any period during which the Buyer cannot use the goods because of their defect. In the case of a complaint, the Seller shall be obliged to start negotiations with the Buyer about the complaint within two days of the delivery of the notification of the defects and to satisfy the Buyer's claims arising from the defects within 10 days of the delivery of the notification of the defects unless the Contracting Parties agree in writing on a different period. If replacement goods for the defected goods are delivered, a new warranty period shall start running on the day following the day of the replacement goods delivery.

13. Any transfer or transition of the Seller's rights and obligations arising from the contract executed without the prior written consent of the Buyer shall be invalid.
14. The Buyer shall be entitled to withdraw from the contract immediately if any of the provisions of a concluded contract or any respective legal regulation is violated by the Seller or any other subject by means of whom the Seller carries out his duties arising from the contract (whether or not it is a substantial violation of the contract or the respective legal regulation).
15. Unless otherwise expressly stipulated, the purchase price for the realised delivery of goods in accordance with a contract shall be due and paid by the Buyer to the account stated by the Seller in the invoice/tax document within 45 days of the day when the Seller's invoice was received by the Buyer. The Seller's invoice must include, apart from statutory requisites, the purchase order number of the Seller, the delivery note number, the code of goods stated in the purchase order and the name of the person who ordered the goods in the name of the Seller. There must also be other documents enclosed to the invoice delivered to the Buyer, namely a carbon copy of the purchase order, or of an order cancellation, and a carbon copy of the delivery note certified by the Buyer. The Buyer shall be entitled to return an invoice without payment if it lacks any of the stated requisites, or any of the requisites required by legal regulations. A new due period starts running on the day of delivering a flawless invoice to the Buyer. The day of the purchase price payment shall be the day when the financial amount was deducted from the Buyer's account and credited to the Seller's account.
16. If any of the aforementioned provisions becomes invalid or unenforceable, whatever the reason, it shall be without prejudice to the validity or enforceability of the remaining provisions. Any modifications of or amendments to the aforementioned terms and conditions must be in written form, even if it is an implied contract (e.g. by delivering the goods).
17. The Seller expressly declares that if the goods delivered by him are subject to conformity assessment pursuant to Act No. 90/2016 Coll., the relevant declaration of conformity has been issued. The Seller shall be liable for the harm caused to the Buyer by the declaration being untrue.
18. The Seller shall be aware that his personal data stated in the purchase order will be processed by the Buyer as a personal data administrator. These data may only be further made available to the relevant personal data processor who processes personal data for the Buyer. The Seller is aware that providing one's personal data is voluntary. In relation to the Buyer the Seller has the right of access to personal data, the right to correct the personal data, the right to ask for clarification, the right to remove faults and incorrect statements, the right to personality protection and the right to refer to the Office for Personal Data Protection. Pursuant to Act No. 101/2000 Coll. and to Act No. 133/2000 Coll., by accepting these terms and conditions the Seller gives his unreserved consent to the collection, database filing, processing and use of the Seller's personal data as stated by the Seller in the purchase order by the Buyer as a personal data administrator or by processors who perform data processing for the Buyer on a contractual basis, and that it is for the purposes of complaints settlement, offering business and services, survey of the goods offer and business communication between the Buyer and the Seller. The personal data shall not be made available to persons

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other than those stated above. The consent in accordance with this paragraph shall be given by the Seller for the whole period of legal existence of the Buyer.

19. The Seller certifies by signing these terms and conditions that he complies with all legal requirements in the areas of quality system, environmental protection, safety and health protection at work and fire protection. If the Seller performs activities on the Buyer's premises, he shall be obliged to observe the internal regulations of the Buyer, which he shall be acquainted with prior to entering these premises.
20. In the case of contracts with repeat performance each Party shall be entitled to terminate a contract with a two-month notice period, which shall start running on the day of delivering the notice to the other Contracting Party.
21. If one of the Parties cannot meet its contractual obligations as a result of an Act of God, this Party shall not be deemed in default, but only in the extent and during the time when the provision of such performance is undoubtedly caused by the Act of God. An Act of God shall be such events (obstacles) that occurred after the obligation had been created, independently of the will of the relevant Party, which are of extraordinary nature, are inevitable, unpredictable and insuperable and objectively prevent fulfilment of the obligations (e.g. war, civil unrest, fire, flood, epidemic, quarantine measure, earthquake, landslide, explosion, terrorist attack, etc.) The fulfilment shall not be deemed impossible if it can be performed under worsened conditions, at a higher cost or after the agreed time. If an Act of God occurs, the aggrieved Party shall be obliged to notify the other party of the nature, beginning and end of the Act of God. The liability of the obliged Party shall not be excluded and the date of fulfilment shall not be postponed if the Act of God occurred at a time when the obliged party already was in default with fulfilment of its obligation, or if the obliged Party did not meet its duty to notify the other Party of the commencement of the Act of God. If the duration of an Act of God exceeds 5 days, the Party for which the performance afflicted by the Act of God is to be provided shall be entitled to withdraw from the contract.
22. No other terms and conditions or similar documents not expressly referred to by these terms and conditions, including the Seller's terms and conditions, are a part of a contract between the Seller and the Buyer or shall be applied to the contractual relation between the Seller and the Buyer. By signing these general terms and conditions in accordance with the provisions of Section 1751, paragraph 2 of the CC the Buyer excludes entering into a contract with the Seller if the Seller encloses his terms and conditions to the contract, unless the Seller's terms and conditions are expressly accepted by the Buyer in writing.
23. This contract shall be governed by the substantive law of the Czech Republic (CR), and for the issues not provided for by this law the relevant provisions of the CC of the CR shall be applied. The Contracting Parties agree that if it is relevant, their contractual relations shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
24. Any legal disputes arising from or in connection with the contract, including the issues of legal validity, which fail to be settled amicably shall be finally settled by the Arbitration Court attached to the Economic Chamber of the CR and the Agricultural Chamber of the CR in compliance with its Rules and Regulations (valid as of the day of commencement of the arbitration) by three arbitrators. The place of arbitration shall be Praha and the language of negotiation shall be Czech.
25. The Buyer and the Seller expressly agree that the Buyer shall be entitled to make unilateral modifications of these General terms and conditions in a reasonable extent. The modification shall be announced by publication of the new General Terms and Conditions of Coca-Cola HBC Česko a Slovensko, s.r.o. on the <http://www.coca-colahellenic.cz/Nastahnuti/> website. The Buyer shall be obliged to make the new General Terms and Conditions public no later than 30 days before this modification comes into effect. If the Seller does not agree with the modification of the General Terms and Conditions, he shall be entitled to reject

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this modification and terminate the concluded contract with the notice period of 60 days from the day of delivery of the notice to the Buyer.

26. The Seller expressly certifies by signing these General Terms and Conditions that he has become familiar with the content of the document “Supplier Guiding Principles” published on the <http://www.coca-colahellenic.cz/Nastahnuti/> website in detail and undertakes to observe the principles stated therein. The Buyer and the Seller agree that the Buyer shall be entitled to make unilateral modification of “Supplier Guiding Principles” in a reasonable extent. The modification shall be announced by publication of the new “Supplier Guiding Principles” on the <http://www.coca-colahellenic.cz/Nastahnuti/> website. If the Seller does not agree with such modification, he shall be entitled to reject this modification and terminate the concluded contract with the notice period of 60 days from the day of delivery of the notice to the Buyer.
27. The Seller represents that (i) he is not considered by a tax administrator as an unreliable payer as defined in the provision of Section 106a of the Value Added Tax Act and (ii) that the account stated by him for acceptance of payments by non-cash transfer is made public by a tax administrator in a manner which makes distant access possible; in the case of any change of this state the Seller shall be obliged to notify the Buyer of it without delay. In the case of violation of the aforementioned duties or of a change to such state the Buyer shall be entitled (i) to ask the Seller for compensation of the harm caused to him in connection with commencement of the value added tax liability (this shall authorise the Buyer to set off any cost which he has incurred in connection with the aforementioned, namely in relation to any receivables of the Seller from the Buyer – both the payable and non-payable ones), (ii) to immediately terminate the business collaboration (incl. the right to reject / not finish a purchase order), and (iii) to fulfil his duty to pay the Seller a part of the taxable performance accounted for (corresponding with VAT) by paying it to the respective tax administrator and (iv) to withdraw from the contract. (This paragraph only applies to VAT registered companies)
28. The tax documents issued by the Seller must include the requisites required by Value Added Tax Act. If the tax document does not meet the requirements, it shall be returned to its issuer who shall be obliged to issue a new document without delay. (This paragraph only applies to VAT registered companies)
29. The Seller and Buyer agree that concluding these General Terms and Conditions shall be executed in writing and if the written form is not observed, they do not wish to be bound by these terms and conditions.
30. The terms and conditions are executed in Czech, a purchase order may either be executed in Czech or in English.

In Prague on

The Seller:

With its registered seat at

Company ID:

Represented by:

Stamp and signature