

## General Terms and Conditions of Purchase

- Scope:** These Terms and Conditions of Purchase (hereinafter "GTC") shall apply to all business transactions with which Coca-Cola HBC Austria GmbH (hereinafter "Coca-Cola Austria") purchases goods or services of any kind from another company (hereinafter "Supplier"). Individual orders placed by Coca-Cola Austria that differ from these GTC shall prevail. Opposing or different general terms and conditions of Supplier are herewith explicitly rejected. These GTC shall also apply in case Coca-Cola Austria unconditionally accepts a purchase order or order confirmation or makes a payment to Supplier. Carrying out the order shall in any case be deemed as approval of Supplier to these GTC. These GTC shall apply to all future business transactions with Supplier, even if no further reference is made to them.
- Offers:** Offers of Supplier are free of charge, also in case the offer is made upon request or invitation of Coca-Cola Austria. This shall also apply if there is not subsequent order. Offers are valid for at least 4 weeks after receipt.
- Conclusion of Contract:** Orders by Coca-Cola Austria as well as changes and amendments thereof can be made orally, via telephone or in writing (email, fax etc). Supplier shall confirm the order in writing within 8 business days (order confirmation). Deviations in the order confirmation shall be valid only if accepted by Coca-Cola Austria in writing and shall not commit Coca-Cola Austria to any acceptance or payment.
- Right of Rescission:** Coca-Cola Austria shall be entitled to rescind the order without stating any reasons until receipt of the order confirmation.
- Prices:** Prices stated in the order shall be binding. Prices for goods shall be understood "DDP (delivered duty paid) Coca-Cola Austria Vienna" according to the Incoterms 2010 and exclusive of VAT. The price comprises any and all costs and expenses of Supplier in connection with the fulfilment of the order.
- Delivery Time:** Orders placed by Coca-Cola Austria shall be fixed-term orders (Fixgeschäfte) within the meaning of the Austrian Civil Code (ABGB) provided that certain terms or dates of delivery have been agreed upon. Agreed terms or dates of delivery must be complied with as specified. Deliveries prior to the specified dates or terms and partial deliveries require Coca-Cola Austria's written consent. Supplier agrees to immediately notify Coca-Cola Austria of any expected delay in delivery. In case of delay of delivery Coca-Cola Austria shall – irrespective of any other statutory rights – be entitled to rescind the order subject to a reasonable grace period. Supplier shall be fully liable for any damage due to the delay in delivery.
- Rules of Despatch:** Consignments by rail, forwarding agent or mail shall be despatched to the delivery address specified in the order. Supplier shall be liable for any negative consequence or damage resulting from inaccurate declaration or non-compliance with tariff regulations. Coca-Cola Austria will not accept consignments charged with collect-on-delivery fees or cash advance and similar. Coca-Cola Austria's delivery instructions shall be complied with. Deliveries without delivery slips are not accepted.
- Packaging:** The goods shall be packaged in the units agreed and in such appropriate manner as is required for safe transport of the goods. Supplier shall be liable for damages resulting from packaging. Packing shall be included in the price and will not be returned to Supplier.
- Retention of Title:** Coca-Cola Austria does not accept any retention of title on the side of Supplier.
- Acceptance:** The goods delivered are taken over and checked regarding quantity, quality and condition at the respective site of Coca-Cola Austria. Acceptance of delivery is only effected upon confirmation of acceptance by the responsible department at Coca-Cola Austria, irrespective of any earlier acknowledgement of receipt or payment of invoice. Any earlier acceptance of delivery shall be preliminary and conditional.
- Notice of Defects:** Coca-Cola Austria shall notify Supplier of complaints within 4 weeks after acceptance of the goods or services. Hidden or latent defects will be notified within 2 weeks after discovery. Notice of defects shall not be subject to any formal requirements; oral notifications are also admissible.
- Warranty:** Supplier warrants that the goods or services are in such condition as has been agreed or is commonly assumed and that materials, constructions and workmanship are without flaw nor error or defect. Except in the cases where Coca-Cola Austria is entitled to rescission of the contract, Coca-Cola Austria shall at its sole discretion be entitled to decide if the warranty claim shall be satisfied by replacement, improvement or price reduction. The warranty period shall start at the time of acceptance of the goods or services by Coca-Cola Austria and shall run for 2 years for movable and 3 years for immovable goods. Coca-Cola Austria shall have the unrestricted right to assert any claim for damages instead of or in addition to warranty claims.
- Liability:** Supplier shall be liable for any and all damages resulting from delayed or defective delivery or service. Supplier shall be obliged to insure at his own expense goods and services in a proper and sufficient manner against damages of all kind including a waiver of recourse in favour of Coca-Cola Austria and to show to Coca-Cola Austria such insurance upon request.
- Industrial Property Rights:** Supplier guarantees that the delivery of the goods or services does not infringe on any property rights of third parties and shall indemnify and hold harmless Coca-Cola Austria in this regard.
- Copyrights:** All copyrights on audio or graphical materials designed and produced for Coca-Cola Austria or its partners shall pass to Coca-Cola Austria at the time of delivery and payment without limitation and for further free usage.

16. **Confidentiality:** Supplier undertakes to maintain in confidence any business and trade secrets regarding Coca-Cola Austria and not to disclose any confidential information. Without Coca-Cola Austria's prior written approval, Supplier shall not publish or use any advertising, sales promotion or publicity matter relating to services, equipment, materials, products and reports furnished by Supplier wherein the names of Coca-Cola HBC, The Coca-Cola Company, and/or its or their subsidiaries, affiliates and/or authorized bottlers are mentioned or their identity implied. This also applies to reference lists.
17. **Invoicing:** Supplier shall immediately upon delivery of the goods or services issue an invoice compliant with all statutory requirements, in duplicate. In case of several orders, each order shall be invoiced separately. Partial invoices may be issued only with Coca-Cola Austria's prior written consent. Unless otherwise agreed between Coca-Cola Austria and Supplier, Supplier must unconditionally and without exception add to each invoice the Purchase Order Number (PO-number), which is assigned in the course of the order process. The PO-number must be well readable and visible. Invoices must be issued to Coca-Cola HBC Austria GmbH, Triester Straße 91, 1100 Vienna, Austria (**invoice address**), but sent to Coca-Cola HBC Austria GmbH, Postfach 0019P, 1109 Vienna, Austria (**mailing address**). Invoices not compliant to these conditions cannot be processed or paid.
18. **Payment:** Payment is made upon due delivery of the goods or services and receipt of the invoice within the following term:
  - net within 60 days.Payments can be made by Coca-Cola Austria directly or by Coca-Cola HBC Finance B.V. in the name and on behalf of Coca-Cola HBC Austria GmbH. Payments by Coca-Cola HBC Finance B.V. have debt-discharging effect.
19. **Documentation:** Patterns, samples, drawings, printing plates or other documentation shall remain Coca-Cola Austria's property and shall be returned immediately after delivery of the goods or services.
20. **Miscellaneous:** Questions or queries shall solely be addressed to the department responsible for the order. Any written document regarding the order, such as despatch note, delivery note, way bill, invoices, correspondence, etc must contain the complete reference number. Claims against Coca-Cola Austria may not be assigned or pledged. The set-off of claims by Coca-Cola Austria against counterclaims of any kind is excluded. Claims against Coca-Cola Austria for payment for goods and services shall become time-barred within one year of acceptance of delivery of the goods or services. These GTC as well as any contract concluded thereunder shall be subject to the substantive laws of Austria without recourse to its conflict of law rules and the provisions of the Vienna Convention on the International Sale of Goods (CISG). Place of performance shall be Vienna. Exclusive place of jurisdiction shall be Vienna, Inner City. However, Coca-Cola Austria reserves the right to sue Supplier at the jurisdiction of its home or business address.