

## Meantime Brewing Company Ltd – TERMS OF SALE

### 1. General

- 1.1 In these Terms references to the “Company” are to Meantime Brewing Company Limited registered in England No. 3748390 whose registered office is at 2 Penhall Road, London SE7 8RX and references to the “Buyer” are to any persons, firm or company which orders or buys Goods from the Company. “Goods” means the Goods which are the subject of the Buyer’s order.
- 1.2 These Terms govern all sales of goods by the Company to the exclusion of any other terms. No conduct by the Company shall constitute acceptance of any other terms. No variation of these Terms will bind the Company unless made in writing and signed by a director of the Company. No binding contract shall arise until the Company has notified its acceptance of the Buyer’s order. If the Company delivers any goods before a binding contract arises, these Terms shall apply in relation to the supply of those Goods. The Buyer may not cancel any order which has been accepted by the Company or transfer or assign its rights or obligations.
- 1.3 These Terms supersede all previous oral or written representations, undertakings and agreements relating to the Goods. All information contained in the Company’s sales literature or correspondence is provided for guidance only and does not form part of the sale contract. The Company’s employees and agents are not authorised to make representations or give undertakings relating to the Goods or the meaning of these Terms. The Company may vary its specification for Goods without notice.
- 1.4 No delay or failure by the Company in enforcing its rights under these Terms shall operate as a waiver unless confirmed in writing by a director of the Company. The contract of sale is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

### 2. Availability, Vintage and Order Sizes

- 2.1 All Goods are sold subject to availability at the time for delivery. Unless otherwise agreed in advance the production batch of beer will follow on when stock of the previous production batch is exhausted. In other cases the Company shall notify the Buyer of any non-availability and may substitute alternative Goods or cancel the order in respect of the Goods which are not available and refund any monies paid for those Goods.
- 2.2 Any order for Goods may be rejected if it does not fulfil the Company’s minimum order size requirements for the Goods concerned.

### 3. Delivery

- 3.1 Delivery shall take place when the Company’s carrier unloads the Goods at the Buyer’s premises (if the Company arranges transport within the United Kingdom at the Buyer’s request) or otherwise when the Buyer or its carrier or agent collects the Goods from the Company’s premises. The Buyer will comply with the Company’s reasonable delivery instructions.
- 3.2 All delivery dates (requested or agreed) are estimates only and time of delivery is not of the essence. The Company may deliver the Goods in instalments and invoice for each instalment separately. Each delivery shall constitute a separate contract and any claim by the Buyer relating to specific instalments shall not entitle the Buyer to any remedy in respect of other instalments.
- 3.3 The Goods are not sold on a sale or return or exchangeable basis. Goods may only be returned with the Company’s prior written authorisation, in their original condition and packaging, with no additional price marking, within date and carriage paid, for credit and subject to the Buyer reimbursing all the Company’s costs relating to the sale contract.

### 4. Price and Payment

- 4.1 Unless the Company states otherwise in writing, the price of the Goods will be the Company’s list price current at the date of delivery of the Buyer’s order.
- 4.2 The prices of Goods stated in the Company’s price list are subject to alteration without prior notice. In particular (and without limiting the foregoing) prices are subject to alteration to reflect changes in duty or foreign exchange rates and variations in the pricing of the Company’s suppliers.
- 4.3 Written quotations by the Company are issued subject to these Terms and (unless otherwise stated) remain valid for thirty days after their date of issue. The Company may vary the price quoted in accordance with clause 4.2 or if the Buyer orders a different quantity of Goods from that stated in the quotation.
- 4.4 The price of the Goods excludes insurance, special inspection or delivery requirements, export duties and value added tax all of which shall be for the account of the Buyer. Standard packaging and delivery of finished goods in mainland UK is subject to agreement with each Buyer.
- 4.5 The Company may impose such terms relating to payment, credit, security or guarantee as it thinks fit. Unless the Company states otherwise in writing, the Buyer shall pay the Company’s invoices in full without any deduction, counterclaim, abatement or set-off in pounds sterling, in the case of a Buyer with a credit account with the Company, on or before the thirtieth day following delivery (unless otherwise agreed) and in all other cases with its order. Time of payment is of the essence and no payment shall be deemed to have been made until received by the Company in cash

- 5.5 The Buyer shall acquire no title to any casks, kegs, pallets, returnable bottles and cases referred to in any invoice. Certain containers such as returnable bottles and cases will carry a deposit charge which will be refunded on their return. When empty all casks, kegs, pallets, returnable bottles and cases should be made available for collection by the Company or its agent. The Company reserves the right to charge for any cask, kegs, pallets, returnable bottles and cases which are not returned or are returned in poor or unusable condition or after an unreasonable delay.

### 6. Acceptance

- 6.1 The Buyer shall inspect the Goods on delivery. Goods which on delivery are damaged, non-conforming, out of date or short or in excess by more than 5% may be rejected only if the Buyer retains for inspection all packaging, endorses any delivery document with details of any obvious loss or damage and informs the Company and the Company’s carrier in reasonable detail and in writing by the end of the third day after delivery. The Buyer may not reject any other Goods in a delivery. The Buyer may not reject short or excess deliveries which are within a margin of 5% of the quantity ordered; the Company will adjust the price pro rata. The Buyer shall notify the Company of any total failure to deliver within seven days after the date of the Company’s invoice. Unless rejected or notified as not delivered in accordance with this clause, Goods shall be deemed accepted and the contract shall be treated as affirmed. The company shall not be liable for Goods which are lost, damaged in transit or out of date unless they are notified to it in accordance with this clause.

### 7. Warranty

- 7.1 The Company warrants that at the time of their delivery to the Buyer the Goods will substantially conform to the Company’s description of the Goods, be fit for human consumption (where this is their intended purpose) and comply with all laws and regulations applicable in the UK. The Buyer’s sole remedy for any proven breach of this warranty notified to the Company within 30 days of delivery shall be (at the Company’s option) the replacement of the Goods or a refund of the price paid for the Goods, in each case subject to the Buyer making the Goods available for collection by the Company in their original condition and packaging. The Buyer may not assign or transfer the benefit of this warranty.
- 7.2 The Goods are not sold by sample, nor does the Company warrant that they are suitable for the Buyer’s particular requirements. All other representations and implied warranties, terms and conditions in respect of the Goods are excluded to the fullest extent permitted by law.
- 7.3 No refund, credit or replacement will be given for out of date Goods unless they are validly rejected for being out of date when delivered to the Buyer.

### 8. Limitation of Liability

- 8.1 Nothing in these Terms shall exclude or limit the Company’s liability for death or personal injury resulting from its negligence or under part 1 of the Consumer Protection Act 1987 or for any breach of the statutory implied undertakings as to title to the Goods or for fraud or any other liability which may not be limited or excluded by law.
- 8.2 The total liability of the Company, its employees and agents to the Buyer in respect of any physical damage to or loss of the Buyer’s tangible property caused by the Company’s negligence shall be limited to £100,000 in respect of any single event or series of connected events.
- 8.3 In all other cases, the total liability of the Company, its employees and agents, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, shall not exceed the price paid by the Buyer for the Goods in respect of which the claim is made
- 8.4 In no circumstances will the Company, its employees or agents be liable for any business interruption, loss of profits, contracts, goodwill or anticipated savings, loss arising from third party claims or any special, indirect or consequential loss (whether or not foreseeable)
- 8.5 The company will not be liable for any loss, damage, claim, cost or expense arising from the Buyer’s failure to comply with the Company’s instructions relating to the keeping, handling, use and storage of the Goods or from any error in or absence of bar-code printing on the Goods or their packaging.

### 9. Force Majeure

- 9.1 The Company will not be liable for any failure or delay in performing its obligations caused by any circumstances which are beyond its reasonable control, including without limitation any act of God, fire, flood, plant breakdown, malicious damage, theft, non-availability of power, water, supplies or materials, industrial action (including by the Company’s employees), act of government or other public authority, civil disturbance, terrorism or war.

### 10. Termination

- 10.1 In addition to any other remedy, the Company may immediately withhold deliveries, repossess Goods which remain its property, terminate the sale contract (and any other contract with the Buyer) and retain any payments made by the Buyer if the Buyer: -
  - (a) breaches any of these Terms or fails to pay any sum due to the Company on any account on the due date; or

or cleared funds. The Company may appropriate any payment made by the Buyer as it sees fit.

- 4.6 Any discounts from list price are given on the basis that payment is made on our before the date specified in clause 4.5. In the event of late payment the Company shall be entitled to remove any discounts (including on any other orders with the Buyer) and re-invoice the Buyer for the Goods at the full price stated in its then current price list.
- 4.7 Each Buyer shall have agreed a Credit Limit with the Company. Should this credit limit be exceeded the Company reserves the right to suspend deliveries until appropriate payment been received by the Company in cash or cleared funds thereby bringing the Buyer under its agreed Credit Limit.
- 4.8 In addition to any other remedy available to it the Company may charge: -
  - (i) interest (before and after any judgement) on the unpaid amount at the rate of 4% above the annual base lending rate from time to time of Barclays Bank Plc compounded monthly if the Buyer fails to pay any invoice in full on the due date; and
  - (ii) £20 for each cheque unpaid by the Buyer's bank, and for each direct debt or cheque returned marked "Please Re-Present".
 and the Buyer shall indemnify the Company fully against all fees, costs and expenses incurred in seeking to recover sums payable by the Buyer or repossess Goods belonging to the Company.
- 4.9 Where a Buyer's cheque is returned marked "Refer to Drawer" the Company reserves the right to cancel any accounts and terms quoted and to request a bankers draft or cash with each order.

**5. Risk and Title**

- 5.1 Risk in the Goods shall pass to the Buyer upon delivery. Property in the Goods shall pass to the Buyer when the Company receives payment of the full price of the Goods and all other sums due or owing to it from the Buyer on any account. This shall not prevent the Company from suing for the price of the Goods.
- 5.2 Until property in the Goods passes to the Buyer it may use or resell the Goods in the ordinary course of its business provided always that the Buyer shall hold in trust and pay to the Company on demand the proceeds of any such sale to the extent that any monies are owed by the Buyer to the Company on any account. Until their use or resale the Buyer shall hold the Goods as the Company's bailee, keep them secure, insured, separate from any other goods and identifiable as the Company's property and shall not charge, pledge or deal with them or allow any client or other interest to arise over them.
- 5.3 If the Buyer: -
  - (i) fails to pay any sum due to the Company on or before the due date specified in clause 4.5 or its subject to any of the events referred to in clause 4.7(ii) or 4.8; or
  - (ii) is subject to or in the reasonable belief of the Company is about to be subject to any of the events referred to in clause 10.1(b); or
  - (iii) The sale contract is terminated for any reason,
 then the Company may cancel an outstanding orders and repossess any Goods which remain its property and the Buyer shall, in the circumstances described in clause 5.3(i), at the Company's request, and in the circumstances described in clauses 5.3(ii) and 5.3(iii), immediately, cease using or dealing with any Goods which remain the property of the Company and shall make them available for collection by the Company and all sums payable to the Company under clause 5.2 shall become due and immediately payable.
- 5.4 The Buyer irrevocably authorises the Company and its representatives to enter any premises or vehicle where Goods belonging to the Company may be held in order to inspect or repossess the Goods in accordance with these Terms.

- (b) ceases trading or is unable to pay its debts as they fall due, or has any receiver or liquidator appointed over any of its business or assets, or
- (c) passes a resolution for winding-up, dissolution or bankruptcy, or enters into any composition or voluntary arrangement with its creditors, or is subject to any similar event of insolvency in any other jurisdiction, or if the Company reasonably suspects that the Buyer is likely to be  
Subject to any of the same.

**11. Miscellaneous**

- 11.1 The Buyer is responsible for its stock control and rotation of stock. The Buyer shall store, handle use and sell the Goods in accordance with any instructions from the Company and all applicable laws and regulations and undertakes to the Company (for itself and its group) to indemnify the Company and its group against any loss, liability, damage, expense, action of claim arising from its failure to do so. For these purposes the Company's group is the Company and its associated companies (as defined in section 416 Income and Corporation Taxes Act 1988).
- 11.2 The Buyer shall be responsible for checking and verifying the suitability for its requirement of any bar coding on the Goods.
- 11.3 The Company may sub-contract all or any of its obligations under the sale contract.
- 11.4 Any materials supplied by the Buyer to the Company shall be at the Buyer's risk while they are in accordingly. The Buyer warrants that it has authority to supply any materials, designs and specifications provided by it to the Company and that any Goods produced using or based on the same will not infringe any third party rights. The Buyer shall indemnify the Company in full against any loss, claim, cost and expense arising from any breach of this warranty.
- 11.5 The Company reserves all intellectual property rights in the Goods and any associated merchandise or documentation, including but not limited to copyright, registered and unregistered design rights patents and patent applications, registered and unregistered trademarks and confidential know-how. Save for the honest use of any trademarks to identify the Goods, the Buyer may not use any such rights without the Company's express written consent.
- 11.6 If the Goods are exported outside the United Kingdom, the Buyer shall be responsible for complying with all laws and regulations governing their importation, handling use and re-sale in the country of destination. Unless agreed otherwise in writing, the Buyer shall bear all risks in export Goods after they leave the Company's premises and Section 32(3) of the Sale of Goods Act 1979 shall not apply. For the purpose of Section 44, 45 and 46 of that Act, any carrier or United Kingdom port used to export the Goods shall be deemed to be an agent of the Company.

Terms of Sale as above agreed

Buyer's name.....

Signed on behalf of Buyer	Place/Date
.....	.....

Please print name	Position/Title
.....	.....