

General Terms and Conditions of Purchase

Moët Hennessy Austria GmbH

1. Scope of application

a) These General Terms and Conditions of Purchase (“**GTCP**”) apply to all orders placed by us (Moët Hennessy Austria GmbH, FN 63592 v) regarding the provision of services (“**Services**”) and the delivery of goods (“**Goods**”) by the Supplier (“**Supplier**”) in the B2B area.

These GTCP apply in the version valid at the time of the order, without us having to refer to them again in each individual case. We will inform the Supplier of any changes to these GTCP.

b) Any deviating, conflicting, or supplementary general terms and conditions of the Supplier are hereby expressly rejected; in order to be valid, these require our express consent in writing (e.g., hand-signed letter in accordance with § 886 of the Austrian Civil Code (ABGB)) or electronic form (e.g., electronic texts signed by means of an electronic signature in accordance with § 4 Paragraph 1 of the Military Pensions Act (SVG)). This consent requirement applies in all cases, for example even if we accept the Supplier’s services or deliveries without reservation (i.e., without express objection) despite being aware of the Supplier’s general terms and conditions.

c) Individual written agreements (as defined in § 886 ABGB; § 4 Paragraph 1 SVG) made with the Supplier in individual cases (including ancillary agreements, additions, and changes, etc.) which deviate from or contradict these GTCP shall take precedence over these GTCP.

d) All legally relevant declarations and notifications by the Supplier in relation to the individual contract within the meaning of Clause 2a) of these GTCP, including its execution (e.g., setting a deadline, reminder, withdrawal), must be made in writing or in text form (e.g., letter, e-mail).

2. Orders, order confirmations, conclusion of contract

a) Only orders placed by us in written form (§ 886 ABGB) or electronically (§ 4 para. 1 SVG) are binding, otherwise they are subject to change. Our binding orders are binding for six working days from the date of issue. They must be confirmed by the Supplier in writing or in text form (e.g., letter, e-mail) or accepted by the Supplier by providing the service or delivering the goods. With timely receipt of the order confirmation or timely and contractually compliant provision of the service or delivery of the goods, an individual contract (“**Individual Contract**”) is concluded between us and the Supplier on the basis of these GTCP. A delayed acceptance by the Supplier shall be deemed to be a new offer by the Supplier and shall require our acceptance in writing (§ 886 ABGB) or electronically (§ 4 Paragraph 1 SVG).

b) In order to be effective, deviations between the order confirmation and the order require our confirmation in writing (§ 886 ABGB) or electronically (§ 4 Paragraph 1 SVG).

c) The Supplier must proactively inform us of any obvious errors (e.g., spelling and calculation errors) and incompleteness in the order, including the order documents, for the purpose of correction or completion before acceptance or order confirmation.

d) Unless otherwise agreed, offers, plans, drafts, etc. from the Supplier are free of charge and binding.

3. Provisions, Moët Hennessy designations, property rights

a) Templates, drafts, graphics, drawings, photographs, videos, logos, (product) samples, concepts, material and other items (“**Provisions**”) provided by us as well as brands, names and other designations of us and our affiliated companies within the meaning of § 189a Clause of the Austrian Commercial Code 8 (UGB) (“**Moët Hennessy designations**”) remain our property. We are the sole owner of all copyrights, trademark rights, design rights, rights to inventions and utility models, and other (industrial) property rights (“**Property Rights**”) to the provisions and Moët Hennessy designations.

b) The Supplier may only use the supplies and Moët Hennessy names if we have given our express prior consent in writing (§ 886 ABGB) or electronically (§ 4 Paragraph 1 SVG), only for the agreed purposes and only to the extent necessary for this purpose. Otherwise, the provisions and Moët Hennessy designations may not be passed on to third parties or used for purposes other than those agreed. They must be protected against unauthorised use and inspection and treated confidentially. The Supplier is not permitted to register property rights to the provisions or Moët Hennessy designations or to register domains in relation to the provisions or Moët Hennessy designations.

4. Quality

a) The Supplier's services and goods (collectively "**Contractual Services**") must comply with (i) the specifications and quality requirements agreed in the respective Individual Contract ("**Specifications**"), (ii) the relevant rules of professional and trade associations and the relevant industry standards, (iii) the current state of the art, and (iv) all applicable legal and regulatory requirements within the Republic of Austria and the European Union, in particular with regard to health, product safety, environmental protection, substance bans, and substance restrictions.

b) Specifications also include those descriptions of the contractual services which are the subject of the respective individual contract – in particular by designation or reference in the order within the meaning of Clause 2a) of these GTCP – or which have been included in the individual contract in the same way as these GTCP. It makes no difference whether the descriptions of the contractual services originate from us, from the Supplier or from the manufacturer.

c) The contractual services must be free of third-party rights, in particular free of (i) third-party property rights, especially property rights that conflict with the use for the agreed purposes and/or the purposes stipulated in the individual contract (including sale, distribution, advertising and marketing), and (ii) third-party liens and other security rights. Should third-party rights to the contractual services nevertheless exist and these are infringed by the delivery of goods or services, the Supplier shall indemnify and hold us harmless in this regard.

5. Special regulations for services

a) This Clause 5 only applies to the provision of services.

b) Unless otherwise agreed, the Supplier provides the services as work services (§§ 1151 para. 1 sentence 2, § 1152 ABGB and 1165 et seqq. ABGB) and the provisions of § 373 UGB (delay in acceptance), § 376 UGB (compensation for non-performance), §§ 377, 378 UGB (notice of defects) and § 379 UGB (duty of retention) are not applicable between us and the Supplier.

c) If the services consist of the creation of templates, drafts, graphics, designs, drawings, texts, slogans, photographs, images, videos, logos, (product) samples, concepts, material or other work results ("**work results**"), the Supplier shall also provide these to us in electronic form and, if so requested by us, in written or text form (e.g., letter, email), and also in a physical copy.

d) The Supplier shall only engage employees for the provision of the services who are sufficiently qualified and have the necessary official permits. The Supplier remains solely entitled to organise its employees for the provision of the services. Instructions to employees of the Supplier, in particular of a labour law and disciplinary nature, for example with regard to the content, conditions, time, place, and execution of the service provision, are therefore only issued by the Supplier. The Supplier shall also remain solely responsible for compliance with the obligations in accordance with the statutory regulations as well as the conclusion of contracts with, and the taking of measures in relation to, its employees. The Supplier shall ensure that it pays its employees at least any statutory, collective agreement, and/or other minimum wage.

e) The services are subject to acceptance by us, which takes place in the form of a written (§§ 886 ABGB; § 4 para. 1 SVG) and company-signed acceptance declaration.

f) Unless otherwise agreed, the Supplier grants us the non-exclusive, worldwide, unlimited right to use the services and work results for the purposes agreed in these GTCP and those agreed and/or assumed in the individual contract (including sale, manufacture, distribution, advertising and marketing, etc.). The above granting of rights of use entitles us to use and exploit the services and work results ourselves or through third parties in all currently known ways, in particular those pursuant to §§ 14 - 18a of the Copyright Act; in particular, we may edit, modify, and redesign the services and work results and reproduce, produce, distribute, publish, make publicly available or otherwise publicly reproduce them in the original or in an edited, modified or redesigned form, for a fee or free of charge, on any medium or other technical device, in digital or analogue form or have these actions carried out by third parties. We are also entitled to produce or have manufactured by ourselves or by third parties any goods that depict, integrate, or are based on the services and work results. The above granting of rights of use also includes our right to use and exploit any copyrighted services and work results in the future in ways that are not yet known. We are entitled to sublicense the above rights to affiliated companies within the meaning of § 189a Clause 8 UGB and service providers. Further or deviating regulations concerning rights of use can be agreed in the individual contract.

6. Special regulations for goods

a) This Clause 6 only applies to the delivery of goods. To the extent that the Supplier, in connection with the delivery of goods, is also obliged to create drafts, designs, logos, concepts, materials, and/or other services and work results which are depicted on or incorporated into the goods or on which the goods are based, the provisions in Clause 5 (in particular the granting of rights of use in Clause 5 et seq. and the (non-)applicable provisions in Clause 5b) shall also apply to these services and work results.

b) Unless otherwise agreed, delivery of goods shall be DDP (Incoterms 2020) to a delivery location agreed with the Supplier, including packaging. If delivery EXW (Incoterms 2020) is agreed in the individual contract, the Supplier must ship the goods to us at the lowest possible cost (see section 6g of these GTCP for cost coverage), unless we specify a specific other shipping method; in this case, Clauses 6e), 7c) (ii), and 8a) (ii) apply, provided that the place of dispatch of the goods is deemed to be the agreed place of delivery. The Supplier shall bear additional costs for urgent transport necessary to comply with the delivery date.

c) At the same time as loading in the case of delivery DDP (Incoterms 2020) or making the goods available for collection in the case of delivery EXW (Incoterms 2020) by the Supplier, the Supplier must send us a shipping notification (delivery advice) by e-mail (to the clerk named by us as the addressee in the order within the meaning of Clause 2a) of these GTCP) for each order (or, if this is called off in several partial deliveries, for each call-off), which must include, among other things: the order number, call number, quantity actually delivered and time of delivery.

d) Each delivery of goods must be accompanied by a delivery note which, in addition to the information defined for the shipping notification (delivery advice) in section 6c), also contains the best-before date or its remaining shelf life at the time of delivery. If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment.

e) Unless otherwise agreed, ownership of the goods shall pass to us upon delivery of the goods to the agreed delivery location within the meaning of Clause 6b) of these GTCP. The transfer of the goods to us must take place unconditionally and without consideration of the payment of the price.

f) If, in an individual case, we accept an offer of transfer of ownership from the Supplier that is conditional on payment of the purchase price, any retention of title agreed by the Supplier in the individual contract within the meaning of Clause 2a) of these GTCP shall expire at the latest upon payment of the purchase price for the goods delivered. In the ordinary course of business, we remain authorized to resell the goods even before payment of the purchase price, subject to advance assignment of the resulting claim to the Supplier. All other forms of retention of title, in particular extended retention of title, forwarded retention and retention of title extended to further processing, are excluded.

g) The Supplier shall bear the costs of transporting the goods for delivery DDP (Incoterms 2020) and EXW (Incoterms 2020) until they are handed over to us at the agreed delivery location within the meaning of Clause 6b) of these GTCP.

h) The Supplier is obligated, depending on the specific requirements of the goods and/or method of dispatch, to ensure appropriate proper and transport-proof packaging which guarantees a proper arrival of the goods at the destination. Any packaging material and waste brought along as well as sales, transport, and outer packaging must be taken back by the Supplier free of charge. Under any circumstances, the Supplier shall bear the costs of damage to the goods due to defective packaging.

i) The provisions of § 373 UGB (delay in acceptance), § 376 UGB (compensation for non-performance), §§ 377, 378 UGB (notice of defects), and § 379 UGB (duty to retain goods) are not applicable to the delivery of goods between us and the Supplier.

7. Performance dates, fixed dates

a) The performance/delivery dates and performance/delivery periods (together “**performance dates**”) agreed between us and the Supplier are binding.

b) Performance dates that are expressly agreed as fixed dates, and performance dates for contractual services that consist of the implementation of scheduled events or (social media) events or are provided or used for this must be strictly complied with by the Supplier (“**fixed dates**”).

c) The timeliness of the contractual services depends (i) on our acceptance of services within the meaning of Clause 5e) of these GTCP and (ii) on the delivery of goods to the place of delivery within the meaning of Clause 6b) of these GTCP.

d) Delays must be reported to us immediately in writing or in text form (e.g., letter, email) stating the reasons and expected duration of the delay. The performance dates and our claims due to the delay remain unaffected.

e) If a fixed date is exceeded, we are entitled to demand a contractual penalty of 5% of the net order value under the individual contract for each day of exceedance, regardless of fault.

Further rights and claims by us, including the assertion of further claims for compensation, remain unaffected. However, the contractual penalty is to be offset against further compensation. If the reservation of the contractual penalty is not made upon acceptance of the service or delivery of the goods, the contractual penalty can nevertheless be asserted until the statutory limitation period for the same expires.

If a fixed deadline is exceeded, we are also entitled to (i) carry out the delayed contractual performance ourselves or have it carried out by a third party at the Supplier’s expense, and (ii) withdraw from the respective individual contract by means of a declaration in writing or text form (e.g., letter, e-mail).

f) If a contractual service consists in the implementation of a scheduled event or a scheduled (social media) event or is provided or used for this purpose, and the implementation of this event or this (social media) event is prevented by force majeure (e.g., Covid, fire, flood, storm, riots, civil unrest, war, nuclear accidents or terrorist activities or the like), we may, at our discretion, withdraw from the individual contract in whole or in part or postpone the performance date without the Supplier having any claims for damages or other claims in these cases.

8. Transfer of risk

The danger and risk shall pass to us (i) in the case of services upon our acceptance within the meaning of Clause 5e) of these GTCP and (ii) in the case of goods upon their delivery to the place of delivery within the meaning of Clause 6b) of these GTCP.

9. Prices and payments

a) The price agreed in the individual contract is binding. All prices are inclusive of statutory VAT, unless this is shown separately.

b) Unless otherwise agreed, the price is a fixed price. It includes all contractual services and ancillary services of the Supplier (e.g., assembly, installation) as well as all ancillary costs (e.g., proper packaging, transport costs [according to Clause 6g of these GTCP] including any transport and liability insurance), delivery, and granting of rights. We do not accept price escalation clauses unless they have been agreed separately.

c) Invoices are to be sent in compliance with tax requirements, in particular the mandatory information of § 11 of the VAT Act (UStG), as well as listing the order codes and the order numbers (PO numbers) for our individual items and are only due for payment if this information is complete. Any rights of retention by us, in particular due to non-compliance with the specifications of § 11 UStG, remain unaffected by this.

d) Unless otherwise agreed, invoices shall be paid net without deduction within 30 days after (i) receipt of the proper and verifiable invoice and (ii) acceptance of the service or complete delivery of the goods. Payments are not deemed to constitute recognition of the contractual services as being in accordance with the contract and are made subject to the invoice being verified.

e) In the case of a bank transfer, payment is made in a timely manner if the transfer order is received by our bank before the expiry of the payment period. We are not responsible for delays caused by the banks involved in the payment process.

f) We do not owe any interest on due dates; the statutory interest in the event of default by the Supplier in accordance with § 456 UGB remains unaffected. If we are in default, the statutory provisions shall apply, whereby, in deviation from this, a reminder in writing (§ 886 ABGB; § 4 Paragraph 1 SVG) by the Supplier is required in all cases.

g) We are entitled to offsetting and retention rights as well as the defence of the non-fulfilment of the contract to the extent permitted by law. In particular, we are entitled to withhold any payments due in full as long as we still have claims against the Supplier for incomplete or defective contractual services.

h) The Supplier, for its part, shall only have a right of set-off or retention in the case of counterclaims that have been legally established or expressly acknowledged by us in writing (§ 886 ABGB or § 4 Paragraph 1 SVG).

10. Warranty

a) The statutory provisions apply to our rights in the event of material and legal defects in the contractual services, unless otherwise specified below.

b) Subsequent performance shall be carried out at our discretion by eliminating the defect (improvement or replacement) or by reducing the price or providing a replacement defect-free contractual service (replacement).

c) If the Supplier fails to fulfil its obligation to remedy the defect within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement of the expenses incurred in this regard from the Supplier (substitute performance). If the supplementary performance by the Supplier has failed or is unreasonable for us (e.g., due to special urgency or imminent occurrence of disproportionate damage), no deadline is required; we will inform the Supplier immediately of such circumstances, if possible in advance.

d) If the Supplier provides a defect-free contractual service in whole or in part as part of the subsequent performance, the statutory warranty periods begin to run again.

e) The following regulations also apply to the delivery of goods:

(i) Notwithstanding § 928 ABGB, we are entitled to make claims for defects without restriction even if the defect was unknown to us at the time of conclusion of the contract due to gross negligence.

(ii) We are not obliged to inspect and/or give notice of defects; the applicability of §§ 377 et seq. UGB is hereby excluded.

(iii) The claims arising from Supplier recourse (§ 933b ABGB) also apply if the goods were further processed by us or one of our customers before they were sold to a consumer, e.g., by incorporation into another product. We therefore do not accept the exclusion of the recourse claim pursuant to § 933b ABGB.

11. Liability

The Supplier is liable for all damages resulting from delayed or defective delivery of goods or services in accordance with the statutory provisions. The Supplier undertakes to insure deliveries of goods and services properly and adequately against damage of all kinds in our favour at his own expense and to waive any recourse against us. The Supplier is obliged to present this insurance upon our request. To the extent permitted by the general rules of civil law (i.e., at least in the area of slight negligence and beyond that in the area of so-called "simple" gross negligence), our liability is excluded.

12. Product liability

It is the Supplier's responsibility to indemnify and hold us harmless for any product liability claims that may be brought against us in connection with the Supplier's goods or services. We do not accept any exclusion of a recourse claim on our part according to § 12 Product Liability Act (PHG).

13. Confidentiality

The parties must treat the business relationship, orders, individual contracts and the associated work, services and deliveries of goods, including the provisions, as confidential. A disclosure requires the prior consent of the respective other party, on our part in writing (§ 886 ABGB) or electronic form (§ 4 para. 1 SVG).

14. Right of withdrawal

a) We are entitled to declare the withdrawal from the individual contract if there is good cause, in particular:

- (i) if the Supplier violates any official regulations or the provisions of these GTCP or the Individual Contract;
- (ii) if the Supplier has taken actions, in particular if it has entered into agreements with other companies which are detrimental to us, contrary to common decency or contrary to the principle of competition;
- (iii) the financial situation of the Supplier jeopardises the fulfilment of its (existing or future) contractual obligations (in particular if (i) attachment or compulsory enforcement measures are taken against the Supplier or (ii) protests are made against bills of exchange or cheques).

b) If one of the reasons stated in Clause 14a) applies, we are entitled to withdraw either from the entire contract that has not yet been fulfilled or from individual parts of it.

15. Choice of law, place of jurisdiction, place of performance, language

a) The substantive law of the Republic of Austria applies, excluding the reference norms of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

b) The place of performance is our registered office in Austria.

c) The exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from or in connection with the contractual relationship between us and the Supplier and these GTCP is the court with local and subject-matter jurisdiction for 1010 Vienna.

Order confirmation, dispatch notice (delivery note), delivery slip, invoices and other documents to be provided by the Supplier must be sent in German unless otherwise agreed.

16. Written form

Unless expressly provided otherwise elsewhere in these General Terms and Conditions of Purchase for the Delivery of Goods and Services, all agreements, subsequent amendments, additions or ancillary agreements must be in writing (§ 886 ABGB) or in electronic form (§ 4 Paragraph 1 SVG). This also applies to the waiver of this written form requirement.

17. Partial invalidity

Should one or more provisions of these GTCP be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision that comes closest to the meaning and purpose of the invalid provision.

18. Transfer to third parties

In the event that the Supplier uses third parties to carry out services and deliver goods in accordance with these GTCP, the Supplier is obliged to fully impose on these third parties all obligations imposed on the Supplier in these GTCP – insofar as they apply to these third parties – and to indemnify and hold us harmless in the event of third parties violating these GTCP.

Company:

Name:

Date:

Signature:

As of: January 2025