

## GENERAL SALES AND DELIVERY CONDITION

### Article 1 Applicability

1.1 These general conditions apply to all offers made by the Company, hereinafter "Seller", relating to the sale of products distributed by the Seller in the normal course of its business, the acceptance thereof by any person and/or legal entity, hereinafter "Buyer", as well as all agreements arising there from. In the event of a discrepancy between a specific sales agreement and these general conditions, the sales agreement shall prevail.

1.2 All offers made by Seller are valid for one week, unless otherwise indicated.

1.3 An agreement is realized as soon as the acceptance by a Buyer of an offer has reached Seller.

1.4 In the event the acceptance includes reservations and/or changes regarding the offer, an agreement is only realized if and when Seller has notified Buyer in writing that such amendments are accepted.

### Article 2 Amendments

Amendments to a sales agreement and to these general conditions are only applicable if Seller has agreed to such in writing.

### Article 3 Quality

Seller guarantees the quality of the delivered product.

### Article 4 Packaging and Delivery

4.1 Seller undertakes towards Buyer to secure the product in such a manner that under normal conditions the product will reach its destination in good order.

4.2 Seller will deliver the product or have it delivered in accordance with the agreement between parties to the agreed upon address.

4.3 If Seller has provided equipment, kegs, CO2 tanks, pallets, crates, containers, cases, etc. for the packaging and/or delivery of the product, Buyer must return such to Seller. Buyer is liable for damages and /or deposits in case of default to return such property to Seller

### Article 5 Storage

5.1 If for whatever reason Buyer is unable to receive the product at the time agreed and the product is ready to be delivered, Seller will try, upon request of Buyer and storage space so permitting, to store, to safe-guard, and to take all reasonable measures to prevent the deterioration of the quality of the product until it can be delivered to Buyer.

5.2 Buyer undertakes to refund Seller as of the date the product is ready for delivery or, if later, the delivery date as agreed upon.

### Article 6 Transfer of Ownership and Risk

6.1 With exception of paragraphs 6.2 and 6.4 of this Article, ownership and risk of the product are transferred upon delivery.

6.2 Seller retains title of ownership as long as Buyer has not paid the purchase price and any other possible extra costs in full. Ownership shall transfer to Buyer as soon Buyer has met all financial commitments to Seller.

6.3 Seller is authorized to postpone delivery of the product until Buyer has provided sufficient collateral in the event Seller has reasonable doubt as to Buyer's ability to pay.

6.4 In the event Seller postpones delivery upon the request of Buyer as described in Article 5, ownership and risk of the product remain with Seller until the

product is transported and delivered to the Buyer's specified address.

### Article 7 Times of Delivery

7.1 Seller will deliver the product at the time as agreed or immediately upon completion of the term of delivery as agreed.

7.2 Seller can temporarily postpone delivery due to delay in manufacturing and/or transportation of the product or due to any other circumstance hampering delivery without being obliged to pay any damages or indemnification to Buyer.

### Article 8 Force Majeure

8.1 The time of delivery as described in Article 7 will be extended for the duration that Seller is prevented from meeting its obligations due to force majeure.

8.2 Force majeure on the part of seller is deemed to be applicable if Seller, after the closing of the sales agreement, is prevented from meeting its obligations or the preparations thereof due to war, threat of war, civil war, civil unrest, acts of war, fire, water damage, flooding, hurricane, strike, business occupation, lock-out, import-and export impediments, government measures, defects to machinery, disruption of electricity supply, and any and all other causes which do not have their origin in Seller's fault or risk. The instances listed as force majeure on the part of Seller are not limited to such instances relating to Seller's business but also include such instances relating to businesses of third parties that Seller relies upon for storage, transport and/or production of the product.

8.3 Both Buyer and Seller can consider this agreement terminated if delivery is postponed for more than 30 days due to force majeure.

8.4 If force majeure occurs while the agreement has partly been carried-out and force majeure prevents delivery of the remaining order for more than two months, Buyer will pay the amount due for the delivered product only.

### Article 9 Resale

9.1 With the exception of mutually agreed upon pricing for special promotions, Buyer undertakes to refrain from reselling the product for a lower price than Seller's fixed wholesale price.

9.2 When reselling, Buyer is not authorized to export the product outside St. Maarten or St. Martin.

9.3 When reselling, Buyer must oblige its buyer to refrain from exporting the product outside of St. Maarten or St. Martin and to ensure that a similar export restriction is placed on all non-consumer buyers thereafter.

9.4 When reselling, Buyer undertakes to cooperate with and participate in any promotions and/or promotional related activities that Seller arranges. Seller will notify Buyer of such promotions in a timely fashion. These promotions can include advertising, special offers; give-a-ways, contests and prizes, special consumer prices, displays in Buyer's premises, etc. Any material and/or equipment provided to Buyer by Seller to this end will remain property of Seller.

### Article 10 Seller's Liability

10.1 Seller is liable towards Buyer and Buyer's customers for damages to and from the product, which occurs within five days of the transfer of ownership to Buyer, unless the damage is the result of Buyer's or customers' improper use or handling of the product.

10.2 The liability of Seller is limited to replacement of the product or a part thereof at Seller's expense at the Seller's discretion.

10.3 Buyer will hold Seller harmless for any claims of Buyer's customers against Seller in contravention of this Article.

### Article 11 Price and Payment

11.1 The purchase price includes the product and the costs for the packaging, transportation, and distributors taxation, delivery to Buyer on St. Maarten or St. Martin.

11.2 Buyer is obliged to pay the purchase price upon delivery. Buyer cannot deduct any amount from the purchase price on the grounds of a counterclaim.

11.3 Buyer will pay 1.5% interest per month on any and all amounts not paid in accordance with paragraph 11.2 of this Article.

11.4 In the event Buyer does not meet its payment obligations and fails to abide by a notice of default within one week, Seller can deem the agreement to be dissolved without judicial intervention. If such is the case, Buyer is liable for Seller's damages, including loss of profit.

11.5 If Buyer is in default and Seller resorts to extra judicial measures, the costs of such measures will be for Buyer's account and will total 20% of the principle amount outstanding, with the minimum amount of extra judicial costs being US\$ 150.00.

11.6 The Buyer undertakes to comply with all relevant laws/applicable regulations with regards to payments and wire transfers, internationally or domestically.

### Article 12 Statutory Requirements

12.1 Seller warrants that the design, composition and quality of the product that is to be delivered in every way meets all pertaining requirements set by statute and/or other governmental regulation that are in effect at the time the agreement is reached

12.2 Paragraph 12.1 also applies to the normal use of the product.

### Article 13 Dissolution

13.1 Regardless of Article 11, the agreement will be dissolved without judicial intervention and by means of a written declaration at such a time that Buyer is declared bankrupt, requests provisional moratorium on payments, or relinquishes its authority over its capital -either wholly or partly-due to the placement of liens, a guardianship order, or otherwise, unless the trustee or administrator recognize the obligations arising out of the agreement as debts of the estate.

13.2 Any and all debts existing between parties become immediately payable upon the dissolution of the agreement. Buyer will be liable for Seller's damages, including loss of profit.

### Article 14 Property of Seller

Buyer will return any property belonging to Seller, including but not limited to advertisement, equipment and promotional material, when requested to do so by Seller and in any case upon the termination or dissolution of the agreement.

### Article 15 Choices of Law and Jurisdiction

15.1 The law of the Sint Maarten shall be applicable to the agreement between parties.

15.2 Any disputes emanating from the agreement between parties or being connected therewith, direct or indirect, shall exclusively be judged by the competent judge of the Courts of the Country St Maarten, residing on St. Maarten.

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