CREDIT NOTE

DIAGEO

Document Number	Our Reference	Order Date
7262453562	**603524551**	**19.03.2026**
Document Date	Your Reference	Delivery Date
19.03.2026	**19.03.2026**	**19.03.2026**

Account Number	Payment Due Date
373759	
Del. Note Number	Order Type
	Duty Paid

Diageo Ireland
Customer Contact Centre
St James's Gate
Dublin 8
Tel : 0818 935 937
VAT Reg No : IE9I45806S

Payment Terms: ZD07 Invoice + 7days -2.5%Settlement
Payment Method: SEPA Direct debits

Invoice Address

THE SPORTSMANS INN PORTDRINE LIMITE
O'CONNELLS
CULLAHILL
PORTLAOISE R32 D526
LAOIS

Delivery Address

O'CONNELLS
THE SPORTSMANS INN PORTDRINE LIMITE
CULLAHILL
PORTLAOISE R32 D526
LAOIS

Bank
BANK OF AMERICA EUROPE DAC
2 PARK PLACE, DUBLIN 2
DUBLIN
Sort Code **990061**
Account **53005017**
Swift **BOFAIE3XXXX**
IBAN Nr. **IE46BOFA99006153005017**

Information Only

Product	Description	Qty	Uom	List Price	Surcharge	Net Price	Line Value (Excl. VAT)	VAT Rate	Accumulated Discounts Promotional	Commercial	Settlement
400101	Guinness Draught RB/TA **RB - Credit (Keg)** . **Cust. Material:** B249474/2167256	19	L	3.85	0.00	3.85	73.15	23.00	0.00	0.00	1.83
					Sub Total		**73.15**		**0.00**	**0.00**	**1.83**

Notwithstanding the Payment Due Date set out above, where the Payment Due Date falls on a date that is not a Working Day, we reserve the right to collect payment on the last Working Day prior to the Payment Due Date.

Goods sold subject to standard terms & conditions, which may be changed from time to time.

A settlement discount of €1.83 will apply to the amount due net of VAT if payment is received by the due date. Where the settlement discount applies the amount due is reduced to €88.14.

Due to VAT law there will be no change to the amount of VAT that has been invoiced.

THESE GOODS ARE SUPPLIED UNDER OUR STANDARD TERMS AND CONDITIONS OF SALE WHICH ARE INCORPORATED HEREIN AND / OR ARE AVAILABLE ON REQUEST

Despatched From
James Gate DOMESTIC KEG Shipping
Dublin 8
IRELAND

Taxable Value	Tax Rate	Tax Amount
73.15	**23.00 %**	**16.82**

Net Due		**73.15**
Total VAT		**16.82**
Total Due	**EUR**	**89.97**

Diageo Ireland. Registered in Dublin, Reg No. 22876, registered office St. James's Gate, Dublin 8, Ireland

DIAGEO IRELAND
GENERAL CONDITIONS OF SALE

Diageo Ireland (registered in Ireland under Company Number 22876) having its registered office at St James Gate Dublin 8 Ireland (hereinafter together with its Affiliates referred to as "we" or "us" or "Diageo") will only do business with you on the basis of these general conditions. When you place an order with us, you place it subject to these general conditions. Accepting delivery of our products means youaccept these conditions and no other terms and conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 In these general conditions of Sale ("General conditions") the following words have the following meanings:

a) "Affiliates" shall mean for the purposes of this definition in relation to any person (including a party to this Agreement), any legal entity directly or indirectly owning and/or controlling, owned and/or controlled by or under common ownership or control with such other person at any time during the period for which the determination of affiliation is made and for the purposes of this Agreement, "control" shall mean in relation to any person, the power to direct the management or policies of

b) that person directly or indirectly through the ownership of voting securities, by contract or otherwise;

c) "change of control" means the change in control and or ownership of a company, where control or owners hip means the power (whether through the owners hip of voting securities, by contract or otherwise and whether alone or together

d) with a related company) to direct, or caus e the direction of, the management, or any policies or activities, of the relevant

e) company or to appoint or remove (or to direct the appointment or removal of) directors of the relevant company holding a majority of the voting rights exercisable at meetings of its board on all, or substantially all matters;

f) "contract" means a contract between us and you for the supply of Products of which these General conditions form part;

g) "credit Facilities" means all such lines of credit and other related benefits (such as payment terms) that may (in Diageo's sole discretion) be extended and/or amended from time to time;

h) "customer" or "you" means the party to whom we s hall supply the Products;

i) "Diageo Group" means Diageo plc (a company incorporated in England and Wales with registered number 23307, having its registered office at

Lakeside Drive Park Royal, London, United Kingdom NW10 7HQ) being the ultimate holding company of Diageo and its' Affiliates;

j) (g)"Diageo One" means our online platform www.diageo-one.com

k) "Diageo Property" includes, without limitation, all returnable containers and all kegs and other containers (excluding GKN chep Pallets, which at all times remain the property of Chep Ireland Limited) in or on which Products are delivered, all dis pens ing equipment (excluding gas cylinders and gas equipment which

l) at all times remain the property of the third party supplier), keg couplers, wash cups, cooling mechanics, beer taps, branded fonts, tap markers, s wan neck markers, all beer and gaslines and connectors, promotional and dis play materials supplied by us or on our behalf in relation to the storage, dis pense and sale of the Products (as may be noted in the Diageo equipment s chedules from time to time). For the avoidance of doubt, Diageo retains title to Diageo Property at all times pursuant to General condition 2.9;

m) "Due Date" means the date of payment notified by us to you;

n) "EURIBOR" means the Euro Interbank Offered rate, that is, the rate at which euro interbank term deposits within the euro zone are offered by one prime bank to another prime bank

o) "Order" means the submis sion of an order for certain Products, including Products to be produced to a specification, if relevant, and any ancillary instructions given by you to us for the supply

p) of the Products, which if such Order is accepted by us shall constitute a contract;

q) "Parties" means, collectively, you and us and "Party" means either of us;

r) "Premises" means the property from which you operate your bus iness including but not limited to the outlet and s torage areas;

s) "Product" or "Products" means products that we s ell;

t) "returnable containers" means containers and packaging (including but not limited to kegs and pallets) which must be returned to us in good condition (fair wear and tear excepted); and

u) "Working Days" means days excluding Saturdays, Sundays and public holidays.

2. SUPPLY AND DELIVERY OF THE PRODUCTS

2.1 Each Order placed by you (whether via Diageo's customer service Team EDI or Diageo One) for the supply of Products shall (i) only constitute a contract between you and us if confirmed either by a written acknowledgement of Order duly issued by us to you or (if earlier) by our delivering the relevant Products to you; and (b) if so confirmed, constitute a separate contract which is s ubject to these General conditions. You shall ensure that the terms of your Order and any applicable specifications are complete and accurate unless otherwis e agreed by us. delivery of the Products shall take place at your des ignated warehouse or on-trade Premises (as the case may be) in the Republic of Ireland.

2.2 We will make reasonable endeavours to meet your requirements as to time and date of delivery but may make part-deliveries towards fulfilment of any Order and will not be liable to you for any failure to deliver the Products by or at any

2.3 particular time or date and time for delivery s hall not be made of the essence by notice. We may from time to time, s uch as but not limited to bank holiday weeks or holiday periods, make delivery on a date other than that stated on the Diageo delivery note. However, your Diageo invoice will reflect the date the delivery actually took place and also the subsequent Due Date of payment.

2.4 All illus trations, drawings, catalogues and descriptive material are of a generally informative nature only and do not form part of any specification or description of the Products except to the extent expressly agreed to in writing by our authoris ed officer or representative.

2.5 The quantity of any consignment of Products as recorded by us on dispatch shall be conclus ive evidence of the quantity received by you on delivery unles s you can provide evidence proving the contrary.

2.6 If we deliver a quantity of Products of up to 5% more or less than the quantity specified in the contract, you may not object to or reject any or all of the Products by reason of the surplus/ shortfall and shall pay for such Products at the pro rata contract rate.

2.7 We may deliver the Products by s eparate instalments, in which case each instalment shall be: (a) invoiced and paid for in accordance with the contract; and (b) treated as cons tituting a separate contract subject to these General conditions, and no cancellation or termination of any such contract s hall entitle you to repudiate or cancel any other such contract.

2.8 You shall notify us immediately in writing of any change in your legal status, including but not limited to change of control ("change in legal status") or a change in ownership of the Premises Where a change in legal status occurs, we shall be entitled (but not obliged) to close your old account and open a new account with us under your new legal status. Without prejudice to any other rights we may have, we reserve the right to terminate the General conditions and/or contract and/or discontinue supply and, where appropriate, to recover Products and/or Diageo Property and/or to amend our terms of trade in the event of any change in legal status.

2.9 We reserve the right to carry out s earches (e.g. bankruptcy, credit rating) against you at any time.

2.10 Beneficial and legal title in all Diageo Property will, at all times, remain with Diageo Sales of Products include all retail packaging but exclude returnable containers. It is your responsibility to dispose of all retail packaging (including the plastic keg caps) in accordance with the Waste Management (Packaging) Regulations 1997.

2.11 All mainland customers must promptly be returned to us when empty or not in use and all Diageo Property must be returned to us promptly on demand without los s or damage, other than fair wear and tear. Alternatively, if requested by us,you will provide access and egress for us (or on our behalf) to and from your Premises so that we may repossess any Diageo Property. You also hereby agree to indemnify us in respect of any failure to s o return any Diageo Property within fourteen (14) days of being requested in writing to return Diageo Property and/or for any los s of or damage to Diageo Property.

2.12 In addition to and without prejudice to General condition 2.11 Diageo may institute a keg return scheme. (A copy of the scheme rules is available upon request). Diageo res erves the right to place a customer on the deposit scheme if the customer fails to comply with the keg return s cheme including for the avoidance of doubt the los s or failure to return any Keg.

3. PRICE

3.1 Prices for the Products and, where applicable, dis counts, Value Added Tax ("VAT"), excis e and other duties and taxes are those that apply at the date of delivery of the Products. We reserve the right to revise our prices from time to time at the date of delivery.

3.2 Where a Product price change occurs due to a rise or fall in VAT or a government imposed levy, duty or tax we are not obliged to notify you in writing that this occurs and the revised price shall automatically apply from the effective date of the increas e in the government imposed levy, duty or tax.

3.3 All dis counts, rebates, allowances and/or credits, if any, offered by us in relation to any Order for Products and/or any other sums or payments whats oever which would otherwise be due or owing from us will only be allowed or made by us if you comply with these General conditions and payment in full of all account(s) is effected in accordance with the terms of payment set out herein by the Due Date. We reserve the right to withhold or to cancel any or all such dis counts, rebates, allowances and/ or credits and/or any other sums or payments whats oever or hows oever arising (whether accrued or not) in circumstances where payment in full of all account(s) is not effected by you in accordance with the terms of payment set out herein by the Due Date and/or where you have not complied with any of the terms in these General conditions. Without prejudice to the foregoing, in such circumstances , we may, at our dis cretion, withdraw any or all credit Facilities as may previously have been provided and cancel any future deliveries or make such deliveries on a strict payment in advance of delivery basis. We also reserve the right at our sole dis cretion to amend, cancel and/or suspend any rebate programmes, allowances and/or dis counts offered by us.

4. PAYMENT

4.1 Time shall be of the es s ence in res pect of all payments due to us from you. We res erve the right to suspend the supply of Products to you, withhold or cancel any or all dis counts, rebates, allowances and/or credits and/or withdraw any or all credit Facilities where any amounts are overdue under any contract, until such time as all such amounts have been paid and fully dis charged.

4.2 Payment to us can be by direct debit or electronic funds transfer ("EFT"). The default method of payment is by direct debit. Where direct debit is the agreed form of payment, you are required to fill out a direct debit form or mandate.

4.3 In order to view and access your Diageo invoices, you will be required to log on to 'Diageo One'.

4.4 You shall not, without our prior written consent, set off (or be entitled to set off) any s ums payable to you by us against any

4.5 s ums payable to us by you or deduct in advance any amounts due from us from payments due from you. We are hereby authorised to set off and apply any sums or any part thereof due by us to you from time to time in or towards the satisfaction of any liabilities or accounts you have with us at our discretion and without further notice to you and you agree that such set off shall be a good and valid discharge of such sums without the neces s ity for further permission from you whatsoever. You s hall pay us all amounts due by the

Due Date. If any amount payable is not received by the Due Date then without prejudice to any other rights or remedies we might have:

(a) you will be liable to pay interest on any amount outstanding without further notice, at a rate of EURIBOR plus 2% per month calculated on a daily bas is from the Due Date until the outstanding amount is paid in full. We res erve the right to s eek the recovery of legal cos ts incurred in s ecuring payment of overdue accounts;

(b) we may cancel any further deliveries to you;

(c) credit Facilities may be withdrawn and we may require that any further supplies of Products to you be made on a strict payment with Order basis only; and

(d) we may require you to deliver to us Products and/or Diageo Property, title to which has not passed to you, as s et out in General condition 5.

- We will normally only accept Orders for such minimum quantities of Products as we may specify from time to time. Details are available on request. For Orders below the minimum we reserve the right to charge for appropriate additional Order processing and delivery costs.
- We do not supply Products on a sale or return bas is save where any Product is damaged and/or not in compliance with the specifications, you will not be entitled to return any Products to us or require us to take back any Products from you after they have been delivered to or collected by you and if you purport to accept delivery of part only of your Order we res erve the right not to deliver the whole Order. Diageo reserves the right at all times to demand the return of any Product where you are in breach of any of the conditions herein.
- Where credit is claimed for returned Products, it will be disallowed if the Product is analysed at one of our relevant laboratories and is found not to comply with the specifications of the Product as supplied or is after its best before date. An administration charge of fifty euros (€50) will be charged to your statement where the returned Product does not meet the relevant laboratory standard. We will not provide credit on returned Product that is returned greater than twenty (20) weeks of the racking date or where a keg contains less than ten (10) litres in volume.

4.6 In order to ens ure that any discounts or credits granted are treated correctly for VAT purposes, it has been as sumed that you are VAT registered in Ireland. In the event that you are not registered for Irish VAT or cease to be registered for Irish VAT, we must be notified immediately that this is the case. Any los s or damage arising to us as a result of the failure by you to notify us under this General condition shall be borne by you.

4.7 In the event of you requesting copy documentation from us (relating to a date three (3) months or more prior to the date of such request), we shall charge you an administrative fee to cover our expenses.

4.8 In the event of you requesting a delivery in addition to your normal trading deliveries from us, we shall charge you a fee to cover our expenses.

5. RISK AND TITLE

5.1 Risk of damage to or los s of the Products shall pass to you upon the earlier of: (a) delivery of the Products to you; or (b) where the Products are to be collected by you, or by a carrier on your behalf, when the Products are so collected. For the avoidance of any doubt, where risk of damage to or los s of the Products has passed to you, you shall be liable to pay us for Products even in circumstances where damage to and/or los s of such Products has occurred including (but without limitation) as a result of fire or theft or hows oever otherwise arising.

5.2 From the time of delivery until title in the Products passes to you, you s hall be responsible for insuring the Products for their full replacement value. Upon request, you shall have our interest in the Products noted on such insurance policy. until title in the Products passes to you, you shall hold the proceeds of any claim on the insurance policy on trust for us and shall immediately, upon our request, account to us with the proceeds .

5.3 Where damage occurs to Diageo Property, you s hall hold on trus t for us and shall, upon our request, immediately account to us with the proceeds of any insurance or other claim made by you (or on your behalf), an amount equal to the amount of any damage or los s to the Diageo Property.

5.4 Legal and beneficial title in the Products s hall remain with us until we have received payment in full in cleared funds of all amounts owing to us by you on any account whatsoever, including but not limited to:

(a) all amounts due to us from you for the Products together with any accrued interest thereon;

(b) all other sums due from you in res pect of any contract; and

(c) all s ums which become due from you to us other than as contemplated by (a) or (b) above.

5.5 Prior to your discharge of any and all s ums due and owing to us under any contract but without prejudice to our rights under General condition 5.10, you may s ell the Products , the subject of such contract, in the normal course of business subject to all proceeds from such sales being held in a separate bank account on trust for us s o that you can settle any sums due to us by you under such contract.

5.6 If a liquidator, examiner and/or receiver is appointed over all or any part of your assets , your right to deal with the Products and your power of sale shall automatically cease. In these circumstances , you, the liquidator, examiner or receiver s hall pay into a separate bank account any sums received from third parties in respect of sales to them of Products by you up to the amount of any indebtedness of you to us and hold s ame on trust for the sole benefit of us .

5.7 You shall not be entitled to pledge, as sign, lien, encumber, grant third party rights over or in any way charge by way of security for any indebtedness of you or any other party any of the Products in respect of which title has not passed to you and/ or Diageo Property (such title, as per General condition 2.9, being at all times retained by Diageo). Should you do so, all monies owing by you to us shall (without prejudice to any other rights or remedy of Diageo) immediately become due and payable.

5.8 Until title in the Products has passed, you shall be in possession of the Products in a fiduciary capacity and shall: (a) take proper care and take all reas onable steps preventing any damage to or deterioration of the Products;

(b) store the Products separately and/or in s uch a way as to show clearly that they belong to us;

(c) notify us immediately upon the occurrence of any of the events s et out in General condition 6.2; and

(d) give us such information relating to the Products as we may from time to time reasonably require.

5.9 Without prejudice to the provisions of General condition 4, any payment made by you for any Products supplied under a contract by us s hall be appropriated to Products which have at the date of receipt by us of the payment been disposed of by you and we s hall be entitled to appropriate any balances after such appropriation to such other of the Products s upplied by us to you as we s hall in our absolute dis cretion decide.

5.10 Unless and until title in the Products pass es to you, we may at anytime require you to deliver the Products to us . We may at any time revoke your power of sale under General condition 5.5 by notice to you and give notice to you requiring you to redeliver at your expense any Products supplied by us where you are in

5.11 default of payment for longer than seven (7) days or on dishonour of any bill of exchange or other negotiable instrument on presentation for payment.

5.12 You hereby grant an irrevocable right and licence to us, our employees, servants and agents to enter your Premises with or without vehicles during normal busines s hours for the purpose of ins pecting and/or repos ses sing Products in respect of which title has not passed to you and/or Diageo Property (such title, as per General condition 2.9, being at all times retained by Diageo) where a payment becomes overdue or any event referred to in General condition 11 occurs . This right and licence s hall continue to subsist notwithstanding the termination for any reason of a contract and is without prejudice to any of our accrued rights under the contract or otherwis e.

5.13 Notwithstanding the provisions of these General conditions, we may bring an action against you for the aggregate amount payable by you in respect of the relevant Products in the event of non-payment by you by the Due Date, even though title in the Products has not yet passed to you.

6. CUSTOMER' S INSOLVENCY OR INCAPACITY

6.1 If you become subject to any of the events listed in General condition

6.2 , or we reasonably believe that you shall become subject to any of them and we notify you accordingly, then, without limiting any other right or remedy available to us , we may cancel or s us pend all further deliveries under any contract made pursuant to these General conditions without incurring any liability to you, and all outstanding s ums in respect of Products delivered to you s hall become immediately due.

6.3 For the purposes of General condition 6.1 the relevant events are:

(a) you suspend, or threaten to s uspend, payment of your debts, or are unable to pay your debts as they fall due or you admit inability to pay your debts , or (being a company) are deemed unable to pay your debts within the meaning of s ections 570 and 573 of the Companies Act 2014, or (being an individual) is deemed unable to pay its debts, or (being a partnership) has any partner to whom any of the foregoing apply;

(b) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors ;

(c) where you are a company, a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up, other than for the sole purpose of a scheme for a solvent amalgamation of your company with one or more other companies or your solvent reconstruction;

(d) where you are an individual, you are subject of a bankruptcy, administration or government petition or order;

(e) your creditor or encumbrancer attaches or takes possess ion of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your as sets and such attachment or process is not discharged within fourteen (14) days;

(f) where you are a company, an application is made to court, or an order is made, for the appointment of an examiner under the Companies Act 2014 or s imilar procedure in any jurisdiction applicable to you or if a notice of intention to appoint an examiner is given or if an examiner is appointed over you or s imilar notice in any jurisdiction applicable to you;

(g) where a floating charge holder over your assets has become entitled to appoint or has appointed an examiner, receiver;

(h) a person becomes entitled to appoint a receiver, trustee, examiner, administrator, administrative receiver, liquidator or similar entity over your assets or a receiver trustee, examiner, administrator, administrative receiver, liquidator or similar entity, is appointed over your as sets;

(i) any event occurs , or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in General condition 6.2(a) to 6.2(h) (inclus ive);

(j) you suspend, threaten to s uspend, cease or threaten to cease to carry on all or substantially the whole of your busines s;

(k) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under any contract has been placed in jeopardy; or

(l) where you are a sole trader, you die or, by reason of illness or incapacity (whether mental or physical), you are incapable of managing your own affairs.

7. CLAIMS AND LIABILITY

7.1 We will not be liable for any negligent act or omis sion, breach or default ("Default") except as provided in this General condition

7.2 We will not be liable for any los s or damage arising from non- delivery or delay in delivery for whatever reason and whether in res pect of the whole or part of the Products and you will not be entitled to terminate or cancel any contract because of any such delay in delivery or nondelivery.

7.3 To the extent permitted by applicable law, our aggregate liability for all defaults resulting in direct los s or damage to you shall be limited to damages which s hall not exceed the amount of one hundred per cent (100%) of the price paid under the contract for the products the subject of the claim.

7.4 In no event shall we be liable to you for:

(a) los s of profits, los s of s ales or of revenue, los s of use, cost of substituted services or facilities, los s of goodwill or los s of anticipated s avings;

(b) any indirect, consequential or s pecial los s or damage;

(c) any failure or fault which is due to a default of a third party; and/or

(d) damages , costs or expenses due to third party claims; and for the purposes of these General conditions, the term "los s" shall include a partial los s or reduction in value as well as a complete or total los s.

7.5 Nothing in any contracts hall be construed to give any party (other than Diageo and you) any (equitable or legal) right, remedy or claim under or in res pect of such contract or any provision hereof.

7.6 The Parties expres s ly agree that should any limitation or provision contained in these General conditions be held to be invalid under any applicable statute or rule of law, it s hall to that extent be deemed omitted to the extent not permitted by such applicable law and if any party thereby becomes liable for los s or damage which would otherwise have been excluded such liability s hall be s ubject to the limitations and provis ions set out herein.

7.7 You must ensure that all Products are examined when you or the person acting on your behalf collects or receives delivery of such Products. You must notify any damage to the Products in writing to us within two (2) Working Days of collection or receipt of the Products. Any Products which are damaged (including cartons) should be retained s o that we may inspect them.

7.8 You must notify us of any failure to deliver within two (2) Working Days of the intended date of delivery that was notified to you by us .

7.9 Subject to you fulfilling the conditions in this General condition 7 we shall replace any Products that were damaged while they were at our risk or deliver any Products not delivered or, at our option, credit you with the price of Products s o damaged or not delivered.

7.10 If any of the Products are defective in manufacture or are contained in defective containers , our liability hows oever arising in res pect of any such defects shall be limited to the replacement of the defective Products or crediting you with the price of the defective Products, at our discretion. The Products are otherwise sold without any guarantees or representations and all warranties or conditions s tatutory or otherwis e express or implied to the maximum extent permitted by law are excluded to the greatest extent permitted by law. The exemptions from the provisions of sections 13, 14 and 15 of the Sale of Goods Act 1893 ("the 1893 Act") (as inserted by s ection 10 of the Sale of Goods and Supply of Services Act 1980 ("the 1980 Act")) contained in this General condition 7.9 shall, in all cases other than a contract for the international sale of goods (as defined in the 1980 Act), be subject to the restrictions on such exemptions contained in section 55(4) of the 1893 Act (as inserted by section 22 of the 1980 Act). Furthermore, nothing in this General condition 7.9 shall serve to exclude our implied undertakings s et out under s ection 12 of the 1893 Act (as inserted by section 10 of the 1980 Act).

7.11 Except as explicitly provided in this General condition 7 we will not be liable for any los s or damage of whatever nature and however caused. This General condition 7 (and any other General condition) will not apply to exclude or restrict our liability for death or personal injury resulting from our negligence or the negligence of our employees or agents or serve to limit, restrict or exclude our liability for any other matter where such limitation, restriction or exclus ion is not permitted by applicable law.

7.12 You must satisfy yourself as to the fitness for purpose of the Products and will be deemed to be satisfied as to such dates unless you immediately and by written notice refuse to accept delivery of the Products concerned.

7.13 You s hall indemnify us (for ourselves and as trustee on behalf of our Affiliates employees, contractors and agents) against any los s, damage, claim or liability aris ing out of any accident or damage caused at any time on your Premises or in the course of any delivery by reason of fault or negligence of you or any of your employees , agents or contractors .

7.14 Our personnel s hall be accompanied by you or a member of your staff while on your Premises for the purposes in connection herewith and you shall take all neces sary precautions to ensure the health and s afety of our pers onnel while they are on your Premises .

8. RESALE BY THE CUSTOMER

8.1 If a licence, consent or authorisation of any government or other authority is required for the acquisition, carriage, sale or export of the Products by you, you shall obtain the licence, consent or authoris ation at your own expense and if requested, produce evidence thereof to us on demand. Failure to obtain any licence or consent shall not entitle you to withhold or delay payment for the Products . Any additional expens es or charges incurred by us resulting from such failure shall be payable by you.

8.2 You will not res ell the Products except in good condition in or from the returnable containers supplied by us and exactly as supplied by us or as we otherwise authoris e in writing. The returnable containers of the products shall at all times only be used to contain and/or dis pense the products and no other product or substance shall be placed in the returnable containers at any time after sale to you.

8.3 You will store, condition, package, dispense and label all Products , and procure that they are stored, conditioned, packaged, dispensed and labelled, s trictly in accordance with our recommended procedures and with best indus try standards of hygiene and in full conformity with all relevant laws and regulations.

8.4 You shall only dispense the Products using Diageo Property unless otherwise agreed in writing.

8.5 In the interest of quality control you agree to serve the Products to your customers only within the time limits recommended by us, and not (unless with our express prior consent) to sell or dis pose of any Products other than to retail customers .

8.6 You will promptly on demand supply to us samples of all Products , and promotional materials for Products, and will permit us and our authoris ed repres entatives access to and egres s over your Premises at any time during normal bus iness hours to inspect Products, Diageo Property, promotional materials and equipment and facilities to verify your compliance with the terms of these General conditions.

8.7 You agree that no person shall be given access to the Diageo Property for any purpos e without our prior written consent.

8.8 The Products are sold on the condition that you undertake to us that the Products will not at any time subsequent to sale to you become available for purchase in any territory outside the European Union (EU and the European Free Trade As sociation (EFTA), the United Kingdom, or on ships or from aircraft stores or in any duty free shop or other duty free retail establishment wherever situated. We and other relevant trade mark owners do not consent to the use of our / their trade marks in relation to sales of Products outside the EU, EFTA and the United Kingdom. The Products are sold on the further condition that you undertake to us that the Products will not at any time subsequent to sale to you become the subject of duty evasion.

8.9 Evidence of availability for purchase of a portion only of the Products delivered under the contract shall be deemed to be conclus ive evidence of availability of all the Products so delivered.

8.10 You will procure that purchas ers of Products from you are s ubject to the same (or equivalent) conditions as thos e set out in General condition 8.

8.11 If at any time we reasonably suspect that General condition 8.8, 8.9 and/or 8.10 has been, or will be breached by you, we may at our dis cretion without prejudice to any of our other rights or remedies do all or any of the following: (a) withhold or refuse to supply the Products to you but only on a duty paid bas is;

(b) suspend or cancel in whole or in part further deliveries, without any further liability to you;

(c) request you to supply full details (including name, address, type and quantity of Product supplied) of the persons to whom the products were resold and you shall supply these details;

(d) withdraw credit Facilities, withhold and/or cancel discounts/rebates, and in our sole discretion, make further supplies on a strict payment with Order basis only; and.

(e) recover from you damages for any los s or damage to our business arising directly or indirectly out of the breach.

9. REPUTATION AND INTELLECTUAL PROPERTY RIGHTS

9.1 You agree not to take any action or do anything calculated or likely to harm our reputation or the reputation of the Products or of our brands .

9.2 Beneficial, legal and equitable title to all intellectual property rights subsis ting in the Products and materials provided by us on our behalf to you including but without limitation any copyright, patents , designs, trade and service marks belong to and shall remain vested in us or our licensors . Nothing herein shall as sign or otherwise transfer title to intellectual property in the Products or any part thereof to you. You shall not alter, deface, remove or make any addition to the Products, their labelling and their packaging. We hereby grant you a nonexclus ive, non-trans ferable, limited, personal and revocable licence to us e these intellectual property rights for the duration of a contract made pursuant to these General conditions, and solely in order to s ell the Products in accordance with a contract under these General conditions .

9.3 You will ens ure that any reference to or use of our or our licensors ' trade marks is in a manner and form approved by us and accompanied by an acknowledgement that the trade mark belongs to us or our licensors . You will not use any other trade marks in relation to the products without first obtaining our written consent.

9.4 You will as soon as reasonably practicable notify us of any infringement or wrongful use of our intellectual property which comes to your attention, and will co-operate at all times with us in the prevention of any such infringement.

9.5 Any sale, promotional activity or advertising carried out by you involving the Products s hall comply in all res pects with the Diageo marketing code (as amended from time to time, being available from us on request), Drinkaware guidelines and codes (as revis ed from time to time and published on Drinkaware.ie) any applicable laws and regulation as shall exist from time to time.

10. CONFIDENTIALITY AND DATA PROTECTION

10.1 In this General condition 10, "confidential Information" means the existence and provis ions of each contract made pursuant to these General conditions and any other information and materials relating to us, our Affiliates or any such Affiliate's business dis closed to you by or on behalf of us (or otherwise obtained by you) at any time. You shall keep the confidential Information strictly confidential and s hall not us e it or dis close it to any third party, except solely, if bound by equivalent obligations of confidentiality, to any of your pers onnel that reasonably require access to confidential Information for the purpos e of fulfilling your obligations under a contract. You shall, and shall procure that any such personnel shall, at our event upon termination of the contract for any reason:

(a) return any or all confidential Information to us;

(b) ensure that all confidential Information s tored electronically, digitally or magnetically by you and/or any such pers onnel is erased; and

(c) cease all further use of confidential Information. Your obligations under this General condition 10 do not apply to the extent otherwis e required by law or by a court, regulatory authority or other competent authority.

10.2 You warrant and undertake to comply with your obligations under all applicable laws and regulations from time to time, relating to data protection, privacy and information s ecurity including (without limitation) the General Data Protection Regulation ("GDPR") meaning Regulation (EU) 2016/679 and any national implementing, amending or replacement legislation (the "Data Protection Legislation").

10.3 To the extent that you receive personal data from us or s hare personal data with us in connection with any contract and without prejudice to General condition

10.2, you s hall not act or omit to act in a manner that will or is likely to res ult in us breaching our obligations under the Data Protection Legislation.

10.4 Without prejudice to General condition 10.3, if circumstances aris e whereby you are acting as a data processor or on our behalf, you shall promptly on reques t by us, execute written contractual commitments which meet the requirements of the Data Protection Legislation. Until such written commitments can be put in place this General condition 10.4 shall be interpreted to give the clos es t possible effect to the Data Protection Legislation.

11. TERMINATION

11.1 On or at any time after the occurrence of any of the events in General condition 11.2, we may:

(a) stop any Products in transit;

(b) suspend further deliveries to you;

(c) exercise our rights under General condition 5; and/or

(d) terminate these General conditions and/or any contract with you with immediate effect by written notice to you.

11.2 The events include –

(a) you being in breach of an obligation under any contract; or

(b) any event as set out at condition 6.2.

11.3 Upon termination of a contract hows oever arising any indebtedness of you to us s hall become immediately due and payable and we shall have the right to suspend the supply of further Products to you pursuant to any contract.

11.4 Termination of the contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination. Conditions which expressly or by implication survive termination of the contract shall continue in full force and effect.

12. FORCE MAJEURE

12.1 For the purposes of this General condition 12 "Force majeure" s hall mean an event beyond our power or reasonable control including, without limitation, strike, lockout, labour dispute, act of God or riot, civil commotion, malicious damage, compliance with the law or governmental order, rule, regulation or direction, accident, breakdown of plant and machinery, fire, flood, difficulty or increased expens e in obtaining workers, materials or transport or other circums tances effecting the supply of the Products (or raw materials) by our normal sources of supply, means of manufacture or means of delivery.

12.2 If we are prevented, hindered or delayed from or in supplying the Products in accordance with these General conditions by a Force majeure event, then we may at our discretion:

(a) suspend deliveries while the Force majeure event continues; or

(b) if we have insufficient stocks to meet our commitments apportion available stocks between our customers as we determine and/or terminate any contract so affected with immediate effect by written notice to you and we s hall not be liable for any los s or damage suffered by you as a result.

13. SURVIVAL

13.1 The provis ions of General conditions 5, 6, 7, 9, 10 and 11 shall survive any termination or expiration of any contract between us .

14. GOVERNING LAW

14.1 These General conditions and any contract of which these General conditions form part shall be governed by the laws of Ireland. The courts of Ireland are to have exclusive jurisdiction to settle any dis pute in connection with these General conditions or any contract of which these General conditions form part. Without prejudice to the foregoing, we may s eek provisional or protective relief in the courts of another state prior to, during or after any substantive proceedings in Ireland and we may bring enforcement proceedings in another s tate on foot of judgment of the courts of Ireland.

15. GENERAL

15.1 Our Products are sold to you subject to these General conditions (as same may be amended by us from time to time), which form part of every contract that we enter into with you for the supply of Products . We may alter these General conditions, set out herein, from time to time in such manner as we determine. Such amendment will, however, not affect any supply of products already ordered by you and accepted by us. The current version of these General conditions will always be available to view and download from Diageo's online customer platform Diageo One or you can contact our Customer Service Team at 0818 935 935 [ROI], 0845 601 4649 [NI]to request a copy.

15.2 These General conditions shall govern and be incorporated into each contract for the supply of Products made between us and the customer. They s hall apply in place of and prevail over any terms, whether or not in conflict or inconsis tent with these General conditions, contained or referred to in any documentation submitted by the customer, or in correspondence, or elsewhere, or implied by trade custom, practice, or cours e of dealing.

15.3 These General conditions and any contract of which they form part constitute the entire agreement between us and you, with regard to the supply of the relevant Products .

15.4 If at any time any provision or part thereof of these General conditions is or becomes illegal, invalid or unenforceable in any respect, then such provision or part thereof shall be deemed severed and shall not affect the validity and enforceability of the remaining provis ions of these General conditions.

15.5 We will not be bound by clerical or arithmetical errors in documents issued by us .

15.6 We reserve the right to discontinue or alter the ingredients, preparation and/or presentation of the Products without notice.

15.7 You may not ass ign, novate or transfer, or purport to ass ign, novate, or transfer, any of your rights or obligations , under any contract or the benefit thereof without our prior written consent. We may as sign any contract to any of our Affiliated or associated companies without your cons ent.

15.8 These General conditions supers ede and replace any previous agreement for the purchase of the Products and is entered into by you in reliance only on the General conditions and not on any prior statement, representation, agreement, understanding or warranty.

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As part of our commitment to provide great Customer Service, telephone calls to and from Diageo Ireland may be recorded for security, training and development purpos es.

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