

Certainly — here is the English translation:

Appendix 3 - Terms & Conditions

“Business Terms and Conditions

1. Validity

1.1 These terms and conditions (“Business Terms and Conditions”) apply to all offers, orders, order confirmations, and other agreements between Moët Hennessy Danmark A/S (CVR no. 27960197) (the “Company”) and the customer (the “Customer”) regarding the sale and delivery of products from the Company (the “Product/Products”) to the Customer. For the avoidance of doubt, it is noted that a separate agreement is entered into each time the Customer places an order. By placing an order, the Customer unconditionally accepts these Business Terms and Conditions.

1.2 Deviations from and/or additions to the Business Terms and Conditions shall only be binding on the Company if expressly agreed in writing with an authorized representative of the Company.

1.3 The Customer confirms that it has not placed an order on the basis of any statement or undertaking from the Company that is not included in the Business Terms and Conditions or confirmed in writing by the Company.

1.4 All other terms and conditions, including the Customer’s purchasing terms, are disclaimed and shall not apply, regardless of whether the Customer has referred to its purchasing terms when placing the order.

2. Ordering Products

2.1 Offers from the Company constitute solely an invitation to the Customer to make an offer by placing an order with the Company.

2.2 The Customer is entitled to withdraw an order provided this takes place before the Customer receives a written order confirmation or confirmation of dispatch from the Company. The Customer may not withdraw an order after receiving such confirmation.

2.3 The Company shall only be bound by the Customer’s order when the Company has sent a written order confirmation to the Customer, which may be sent by email, or when the Company has dispatched the Products to the Customer.

2.4 Orders received before 11:00 a.m. are normally delivered on the following business day. For urgent deliveries (deliveries made faster than stated above), an express fee of at least DKK 250 will be charged depending on the delivery address.

2.5 The processing of an order depends on the availability of the Products, and if customer demand exceeds the Company’s inventory, the Company shall be entitled, at its own discretion, to allocate the Products among its customers, including the Customer.

2.6 If the Customer has placed an order for a Product of a specific vintage which the Company does not have in stock or cannot procure in sufficient quantity, the Company shall be entitled to fulfill the order with corresponding or similar Products. In such case, the price invoiced to the Customer shall be the price of the Products actually delivered.

2.7 The Company may, at its discretion, reject an order, including in particular if the Company’s acceptance of an order would result in the Customer’s credit limit being exceeded.

3. Prices and Terms of Payment

3.1 The Customer shall be invoiced in accordance with the Company's price list in force from time to time. All prices are stated exclusive of VAT and other taxes/duties. Prices may be changed without notice. For the avoidance of doubt, the applicable price list is the one in force at the time the Company accepts the order (i.e. the date on which a written order confirmation or dispatch confirmation is sent to the Customer).

3.2 VAT, customs duties, and other taxes/duties shall be calculated on the basis of the rates applicable at the time of delivery.

3.3 Delivery is free of charge for purchases of at least DKK 15,000 excluding VAT. For smaller orders, a delivery/handling fee of DKK 250 excluding VAT shall be added.

3.4 The payment terms are net 30 days from the invoice date, provided the Customer has been credit approved in accordance with the Company's standard procedure. If this is not the case, delivery shall only be made against advance payment. The Company reserves the right to withhold Products and suspend future deliveries in the event of non-payment by the Customer. If the Customer's payment is delayed by 45 days or more, the Company shall be entitled to cancel the order and repossess the Products, as well as cancel other outstanding orders, without incurring liability or otherwise affecting the Company's right to collect due and outstanding amounts from the Customer.

3.5 If payment is not received on time, all outstanding payments to the Company for purchases of Products shall become immediately due and payable. If payment is not received on time, the Company may set off other payments from the Customer against the due and payable amount.

3.6 If the Customer fails to pay on time, the Company shall be entitled to calculate and charge interest on overdue payments at 2% per commenced month from the due date.

4. Delivery and Transfer of Risk

4.1 The Products are delivered "Delivered At Place (DAP)" to the Customer's address in accordance with the version of Incoterms in force from time to time. If the Products are collected by the Customer at the Company's address, the risk shall pass to the Customer when the Customer has received notice that the Products are ready for collection.

4.2 Dates stated by the Company for delivery of the Products are estimated and indicative only.

4.3 If no delivery date has been specified, delivery shall take place within a reasonable time after the date of the Company's order confirmation. The Company shall deliver the Products to the address stated by the Customer, provided the Company has approved it. If no specific address has been stated, the Products shall be delivered to the Customer's address after written notice thereof to the Customer.

5. Title to the Products

5.1 Title to the delivered Products shall not pass to the Customer until the Company has received full payment for the delivered Products. Accordingly, the Company retains title to the delivered Products until the Company has received payment for the Products. Until title has passed to the Customer, the Customer shall: a) store the Products as the Company's representative, and b) keep the Products separate from the Customer's or any third party's other goods at the Customer's premises, marked to indicate that the Products belong to the Company.

5.2 Until the Customer has paid for the delivered Products, the Company shall have the right to access and inspect the delivered Products at the Customer's premises and shall also have the right to repossess the delivered Products.

6. Returns

6.1 Once the Products have been delivered to the Customer, the Company does not accept returns of the Products unless this has been expressly agreed in writing with the Company, or unless this takes place in accordance with clause 8 of the Business Terms and Conditions.

7. Storage

7.1 The Customer shall store the Products under appropriate conditions so that the quality and appearance of the Products are maintained. In general, the Products must be stored in a dry, frost-free, and dark place.

7.2 The Company shall not be liable for loss of or damage to the Products in cases where the Customer has not stored the Products correctly in accordance with clause 7.1.

8. Inspection and Notification of Defects

8.1 Upon delivery of the Products, the Customer shall immediately inspect them to determine whether the quantity of Products delivered corresponds to the quantity stated on the delivery note and examine the condition of the Products. If any Products are missing or damaged, the Company shall only be liable to compensate the Customer if the Customer has noted all missing or damaged Products on the delivery note and has informed the Company in detail by email no later than 48 hours after the Products were delivered to the Customer. The Customer must retain the damaged Product(s) for the Company's inspection of the Products within two weeks.

8.2 If the Customer or the Customer's customers subsequently report hidden defects, including defects relating to the quality of the contents of the Products, such as a bottle of wine affected by cork taint, the Company shall only be obliged to compensate the Customer if at least two-thirds of the contents of the bottle and the original cork are returned to the Company no later than seven days after the Customer became aware of the lack of quality.

8.3 Regardless of whether the Company is obliged to remedy a defect in a Product, the Customer shall, without undue delay, inform the Company of complaints or notices from the Customer's customers regarding defects and deficiencies in the Products.

8.4 Claims regarding defects and deficiencies must in all circumstances be made no later than 12 months after the relevant Product was delivered to the Customer. The Customer bears the burden of proving that this time limit has been observed.

9. Product Liability

9.1 The Company shall not be liable for personal injury or damage to property caused by the Products, unless otherwise follows from applicable mandatory Danish law. The Customer must prove that the personal injury or property damage is due to errors or omissions on the part of the Company. To the extent the Company may be liable, the Company's liability shall be limited to personal injury or property damage arising in connection with the normal use of the Products, and otherwise in accordance with clause 10 below.

9.2 The Company shall in no way be liable for any other losses, including direct losses, operating losses, loss of profit, or indirect losses. If the Products damage the Customer's property or belongings, it is assumed that the Products are used for commercial purposes, and the Company cannot be held liable for damage to the Customer's property or belongings.

10. Liability and Limitation of Liability

10.1 Remedy of defects and deficiencies in the Products shall, at the Company's discretion, be effected either by replacement delivery or refund/crediting of the purchase price of the relevant Product. The Customer may not make any further claims based on defects and deficiencies, and the Customer is therefore not entitled to damages or compensation for losses or costs. In the event of replacement delivery, the Customer shall, at its own expense and risk, return the defective Products to the Company. The new Products shall be delivered to the Customer at the Company's address.

10.2 Under no circumstances shall the Company be liable for consequential losses, including operating losses, loss of profit, or other indirect losses, resulting from defects, deviations, or deficiencies in the delivered Products or as a result of delivery delays. The Company provides no warranty for any specific Product quality.

10.3 Notwithstanding clause 10.1, the Company's liability for defective, faulty, or delayed Products shall under no circumstances exceed DKK 50,000, except in the event of death or personal injury caused by the Company's negligence. In such case, liability shall be unlimited.

11. Circumstances Beyond the Company's Control

11.1 Force majeure includes events which the Company cannot reasonably be expected to control, including production breakdown, fire, war, riots, civil unrest, local or national strikes, lack of, defective, or delayed delivery from subcontractors, poor harvest, shortage of labor and/or fuel, trade or currency restrictions, lockout, administrative intervention, etc. The Company is not obliged to inform the Customer of force majeure events.

11.2 If the Company's performance of its obligations is delayed or prevented by circumstances attributable to force majeure, the Company's obligations towards the Customer shall be suspended for as long as such circumstances continue, and the time for the Company's performance of its obligations shall be extended on that basis by a reasonable period corresponding to at least one and a half times the duration of the force majeure event. If the Company's performance of its obligations becomes unprofitable or impossible due to circumstances attributable to force majeure, the Company may terminate the Agreement with the Customer without costs or liability.

11.3 If the circumstances attributable to force majeure continue for six months or longer, both the Company and the Customer may terminate the Agreement without costs or liability upon 30 days' notice.

12. Use and Resale of Products

Due to the prestigious nature of the products and in order to preserve their quality, the Customer undertakes not to modify or alter the products or their original packaging, bundle products or separate products sold in bundles, special offers, or advertising and promotional material, unless required by a legal restriction and after obtaining Moët Hennessy's prior written consent. In the event of resale of the products, the Customer shall ensure that this is possible, particularly in light of the regulatory provisions in the country of destination, and undertakes to guarantee to Moët Hennessy that there is no break in the traceability chain of the products.

Under applicable regulations, the Customer is prohibited from:

(i) actively and passively reselling the products or storing them, including in its own warehouses or points of sale, without Moët Hennessy's prior written consent, outside of:

- o the European Economic Area (EEA), where the products are delivered within this area;
- o Switzerland, where the products are delivered within this area;

o its declared customary resale territory and/or the territory for which distribution rights have been granted by Moët Hennessy (provided that it operates outside the EEA and Switzerland).

(ii) actively reselling, including through any online promotional activity, in territories exclusively allocated to a distributor or reserved for Moët Hennessy or an affiliated company within the Moët Hennessy group.

The Customer undertakes to impose all of the above obligations on its own customers, who must also impose the same obligations on their own customers. Likewise, the Customer must guarantee compliance with these obligations by its own customers.

Failing this, Moët Hennessy reserves the right to suspend its deliveries and bring legal action against the Customer to recover the damage suffered.

More generally, in connection with resale of the products for professional purposes, the Customer undertakes:

(i) to respect the brand image of the products and, in particular, their high-end positioning; and

(ii) to promote a customer experience at the time of purchase that is consistent with this image and positioning, especially with regard to presentation of the products and sales advice.

13. Presentation and Packaging of Goods

13.1 All packaged Products purchased from the Company for the purpose of:

a) resale, trade, or marketing, may only be resold or used by the Customer as indicated by the Company and on the condition that the Products, including in particular bottles, containers, labels, bottle caps, corks, and other accessories, remain undamaged and that no changes, additions, or modifications are made, cf. also clause 14 below.

b) use on approved premises, must be sold from or in the container and in the condition in which they were sold, or as specified by the Company.

13.2 The Customer may not resell the Products or other products from the Company, whether purchased from the Company or not, if the barcode on the bottles has been removed, damaged, or is otherwise illegible to the Customer or any third party.

14. Intellectual Property Rights

14.1 The Customer acknowledges that the Company has the exclusive right to use all registered and unregistered trademarks belonging to the Company (the “Trademarks”), including trade names, company names, domain names, and goodwill, as well as the right to initiate legal proceedings regarding unauthorized use of the Company’s business identifiers, copyright, database rights, design rights, and all other intellectual property rights, whether registered or unregistered, belonging to the Company (collectively, the “Company’s Intellectual Property Rights”).

14.2 The Customer may not use the Company’s Intellectual Property Rights without the Company’s prior written permission. This applies regardless of the nature of the use in question, including use of the Trademarks in connection with promoting the Customer’s events, an association between the Company and the Customer through use of the Trademarks, including advertising in physical media or on social media.

14.3 The Customer may not take any actions which: 1) would or could impair, damage, or be detrimental to the Company’s reputation or the goodwill associated with the Company or the Trademarks; 2) would or could negatively affect the value or validity of the Trademarks; or 3) could bring registrations of or applications for registration of the Trademarks or the Company’s ownership of the Trademarks into disrepute, be harmful to them, or invalidate them.

14.4 The Customer may not register the Trademarks or any other trademarks which, in the Company's opinion, are identical to or may be confused with the Trademarks, or which constitute a translation thereof.

14.5 The Customer may not register or use domain names or buy or sell words or hyperlinks containing a Trademark or any other trademark which, in the Company's opinion, is identical to or may be confused with the Trademarks.

14.6 The Customer may not use the Trademarks or the Company's Intellectual Property Rights on social media websites unless this is done in connection with ordinary sale of the Products, and only if images and image pages supplied or expressly approved by the Company in each individual case are used.

14.7 The Customer may not promote sales of the Products in an inappropriate manner, including through offensive advertising, advertising aimed at minors, or advertising that otherwise conflicts with mandatory Danish law. The Company has the right publicly to dissociate itself from the Customer's marketing of the Products.

14.8 The Company may require the Customer to amend or correct its use of the Trademarks or the Company's Intellectual Property Rights, and the Customer shall in such case make such amendments or corrections as quickly as possible.

15. Withdrawal/Recall of Products

15.1 The Customer must immediately cease selling a Product if the Customer becomes aware of or suspects that a Product does not meet food safety requirements, and must also immediately notify the Company thereof.

15.2 The Customer shall, in accordance with the Company's instructions, contribute loyally to the recall process, including by providing the names, addresses, etc. of persons to whom the relevant type of Product has been resold.

15.3 The Customer is entitled to reimbursement of its direct documented costs in connection with the recall of the relevant Products. However, under no circumstances shall the Company be liable for any other costs directly or indirectly associated with the recall of Products, including loss of profit, loss of goodwill, etc., and the Company's liability is otherwise limited in accordance with clause 10.

16. Processing of Personal Data

16.1 The Customer and the Company shall ensure that their respective processing of personal data complies with applicable law.

16.2 In cases where the Company processes personal data on behalf of the Customer, the Company shall act as a data processor on behalf of the Customer. These data processing activities are governed by separate data processing agreements that comply with the requirements of applicable data protection legislation.

16.3 In cases where the Customer and the Company act as joint or independent data controllers, the parties shall, to the extent required under applicable law or otherwise necessary, agree on the terms governing their respective data processing in an agreement.

17. Amendments

17.1 The Company reserves the right to amend the Business Terms and Conditions with appropriate notice.

18. Assignment of Rights and Obligations

18.1 The Company shall be entitled, without the Customer's approval, to assign all rights and obligations to a third party relating to the performance of orders.

19. Prevention of Bribery and Corruption

19.1 The Company and the Customer shall comply with all applicable laws regarding the prevention of bribery and corruption and may not engage in activities, practices, or conduct in or outside Denmark that would constitute a criminal offence.

20. Confidentiality

20.1 The Company and the Customer undertake not, at any time during their cooperation, to disclose confidential information concerning the other party's business affairs, customers, clients, or suppliers.

21. Governing Law, Jurisdiction, and Interpretation

21.1 These Business Terms and Conditions and any disputes or claims of any kind arising out of or in connection with these Business Terms and Conditions shall be governed by Danish law and construed in accordance therewith, excluding the rules of private international law. The Company and the Customer agree that the Danish courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Business Terms and Conditions.

21.2 If any provision of these Business Terms and Conditions is invalid or unenforceable for legal or factual reasons, this shall not affect the validity of the remaining provisions of these Business Terms and Conditions.

21.3 If the Company or the Customer does not exercise its rights under these Business Terms and Conditions or does not point out a breach of these Business Terms and Conditions, this shall not prevent the Company or the Customer from subsequently exercising such rights or pointing out such breach.

22. Distribution of Organic Food Products

22.1 The distribution of organic food products in Denmark must take place in accordance with applicable legislation regarding the sale and handling of organic food products. In relation to this legislation, it is possible that you may need to apply for organic certification. For more information about the legislation and requirements, please visit the website of the Danish Veterinary and Food Administration at www.fvst.dk. When ordering and selling organic goods from Moët Hennessy Danmark A/S, you accept to do so in accordance with all applicable laws and requirements. Moët Hennessy Danmark A/S reserves the right at any time to request documentation of this."