

TERMS AND CONDITIONS OF SALE (FREE TRADE)

LANGHAM BREWERY LLP FREE TRADE TERMS & CONDITIONS OF SALE ("TERMS") DEFINITIONS

Langham Brewery: Langham Brewery LLP

Customer: the party identified as the customer in the relevant Delivery Note

Delivery: completion of delivery in accordance with clause 3.1

Delivery Date: the date specified for delivery of an Order in the relevant Delivery Note

Delivery Location: the location specified for delivery of an Order in the relevant Delivery Note

Insolvency Event: means (i) the Customer is unable to pay its debts as they fall due or deemed unable to pay its debts within the meaning of s.123 of the Insolvency Act 1986; or (ii) the Customer proposes or enters into any compromise or arrangement for rescheduling debts with all or any of its creditors; or (iii) a petition is filed, notice given, resolution passed, or order made, for winding up the Customer; or (iv) a creditor or encumbrancer attaches or takes possession of, or distress, execution, sequestration or other process is levied or enforced on or sued against, any part of the Customer's assets; or (v) an application is made to court, or order made, for appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over the Customer; or (vi) a person becomes entitled to appoint or appoints an administrative receiver or receiver over all or any of the Customer's assets; or (vii) any event occurs, or proceeding is taken, in any jurisdiction which has an effect equivalent or similar to any of the events mentioned in (i) to (vi) (inclusive); or (viii) the Customer ceases, or threatens to cease, to carry on all or substantially the whole of its business; or (ix) the Customer (being an individual) is (a) the subject of a bankruptcy petition or order or (b) dies or by reason of illness or incapacity (whether mental or physical) is incapable of managing his or her own affairs

Order: an order for Products submitted by the Customer to Langham by telephone or in person

Delivery Note: the details provided to Langham Brewery by the Customer at the time of the Customer placing the Order

Product List: the Langham Brewery product list as varied from time to time

Product Prices: the prices of the Products set out in the Product List, or as agreed with Customer at the time of the Customer placing the order

Products: the products specified in the relevant Delivery Note

Any obligation in these Terms not to do something includes an obligation not to agree or allow that thing to be done.

2 ORDERS

2.1 Subject to these Terms, Langham Brewery shall supply and the Customer shall purchase the types and quantities of Products identified in the Delivery Note.

2.2 Products on the Product List are offered subject to availability and customer credit status. No Order shall be deemed to be accepted by Langham Brewery until it has confirmed the same to the Customer.

3 DELIVERY

3.1 Delivery of an Order shall be completed when Langham Brewery (or its agent) delivers the Order to the Delivery Location.

3.2 Time is not of the essence for the purposes of Delivery. Delays in delivery of an Order shall not entitle the Customer to (i) refuse to take delivery of the Order; or (ii) claim damages.

3.3 Langham Brewery shall have no liability for any failure or delay in delivering an Order to the extent that the same is caused by the Customer's failure to comply with its obligations under these Terms.

3.4 Packaging materials (including containers, kegs and casks) shall, unless otherwise stated by Langham Brewery, remain the Property of Langham Brewery or its nominee and the Customer shall make such materials available for collection at such times as Langham Brewery shall reasonably request. Langham Brewery may require a refundable deposit, or levy a surcharge, for certain packaging materials. If the Customer fails to return any such packaging materials owned by Langham Brewery or its nominee in a

timely manner in a condition reasonably acceptable to Langham Brewery, Langham Brewery may charge the customer an amount to replace such packaging materials.

4.1 The Customer may reject any Products delivered to it that do not comply with the Delivery Note, provided that they: (i) examine the Products at Delivery; (ii) retain packaging materials for inspection; (iii) endorse the relevant delivery note with details of the defect; and (iv) notify Langham Brewery in writing of the defect within 3 business days of Delivery or, if later, within 3 business days of the defect having become apparent. (See ullage procedure for draught products)

4.2 If the Customer fails to give notice of rejection in accordance with clause 4.1, it shall be deemed to have accepted such Products.

4.3 If the Customer rejects Products under clause 4.1 then Langham Brewery may (at its discretion) either replace the rejected Products or repay the price of the rejected Products. Langham Brewery will have no further liability to the Customer.

4 ACCEPTANCE & DEFECTIVE PRODUCTS

5 TITLE & RISK

5.1 Risk in Products shall pass to the Customer on Delivery.

5.2 Title to Products shall not pass to the Customer until Langham Brewery has received payment in full (in cash or cleared funds) for: (i) such Products; and (ii) all other sums which are or which become due to Langham Brewery from the Customer for sales of Products or on any account.

5.3 Until title to Products has passed to the Customer, the Customer shall: (i) hold such Products on a fiduciary basis as Langham Brewery's bailee; (ii) store such Products such that they are identifiable as Langham Brewery's property; and (iii) maintain such Products in saleable condition and keep them insured on Langham Brewery's behalf for their full price against all risks, provided always that the Customer may resell or use Products in the ordinary course of its business.

5.4 If before title to Products passes to the Customer the Customer becomes subject to an Insolvency Event then, provided that such Products have not been resold and without limiting any other right or remedy Langham Brewery may have, Langham Brewery may at any time require the Customer to deliver up such Products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant Products are stored in order to recover them.

5.5 Except as otherwise provided, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

6 PRODUCT PRICES

Product Prices are exclusive of VAT and are subject to change with immediate effect (including after acceptance of an Order but before Delivery) in the event of any change to relevant legislation.

7 TERMS OF PAYMENT

7.1 Unless otherwise agreed in writing, Langham Brewery shall invoice the Customer for each Order on or at any time after Delivery and the Customer shall pay invoices in full and in cleared funds within 30 days of the month end following date of invoice to Langham Brewery or the bank account nominated by Langham Brewery.

7.2 Without prejudice to any right to claim for interest under law, the Customer shall pay interest on any overdue amount at the rate of 4% per annum above Nat West Bank's base rate from time to time. Interest accrues on a daily basis from the due date until the date of payment, whether before or after judgment.

7.3 If the Customer disputes any invoice it shall immediately notify Langham Brewery in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly.

7.4 Langham Brewery may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the Customer against any amounts payable by it to the Customer. If the Customer fails to adhere to agreed payment terms, Langham Brewery may cancel and charge back any discounts received or receivable by the Customer during or in respect of the period of non-adherence.

8 LIMITATION OF LIABILITY- YOUR ATTENTION IS DRAWN TO THIS SECTION SPECIFICALLY

8.1 This clause sets out the entire financial liability of the parties to each other in respect of: (i) any breach of these Terms; (ii) any use made or resale of the Products by the Customer, or of any product incorporating any of the Products; and (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.

8.2 Nothing in these Terms shall limit or exclude the liability of either party for: (i) death or personal injury

resulting from negligence; or (ii) fraud or fraudulent misrepresentation; or (iii) breach of the terms implied by s.12 of the Sale of Goods Act 1979; or (iv) breach of s.2 of the Consumer Protection Act 1987.

8.3 Without prejudice to clause 8.2, Langham Brewery shall not be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, goodwill, business, business opportunity, anticipated saving, or special, indirect or consequential damage suffered by the Customer that arises under or in connection with an Order.

8.4 Without prejudice to clause 8.2 or clause 8.3, Langham Brewery's total liability arising under or in connection with each Order, whether arising in contract, tort (including negligence) restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the value of the Products in that Order.

8.5 Each party agrees that all liability for and remedies in respect of any representations are excluded except as expressly provided in these Terms.

Neither party (or any person acting on its behalf) shall have any liability or responsibility for failure to fulfil any obligation under these Terms so long as and to the extent to which the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a force majeure event. A force majeure event means an event beyond the control of a party which by its nature could not have been foreseen by such party, or was unavoidable.

10.1 Langham Brewery's beer excise duty has been charged on 38.36 litres per firkin of 41 litres of beer. Cask ale sold by Langham Brewery complies with the BBPA Code of Practice on the Contents of Casks and Kegs.

10.2 If any provision of these Terms (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

10.3 Any variation of these Terms must be in writing and signed by or on behalf of Langham Brewery. Any waiver of any right under these Terms is only effective if it is in writing. Failure by a party to exercise any right under these Terms shall not preclude any future exercise of that right by that party.

10.4 A person who is not a party to these shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

9 FORCE MAJEURE

10 GENERAL

10.5 These Terms and the documents referred to herein constitute the whole agreement and understanding of the parties relating to Orders and supersede any previous arrangement, terms and conditions, understanding or agreement between them relating to the subject matter of these Terms. No employee or agent of Langham Brewery has any authority to bind Langham Brewery by oral agreement at variance with these Terms. Nothing in this clause shall limit or exclude any liability for fraud.

10.6 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

11 DISPENSE EQUIPMENT

11.1 All beer raising and dispense equipment supplied by Langham Brewery or its suppliers (the "suppliers") to the Customer (the "Equipment") shall remain the property of the suppliers but shall be at the Customer's risk while on the Customer's premises and under its custody or control, and the Customer shall: (i) insure it in accordance with paragraph 12; (ii) act as bailee of the Equipment; (iii) not sell, assign, pledge, charge underlet or in any way part with possession of the Equipment; and (iv) comply with the terms and conditions upon which Langham Brewery and/or the suppliers have provided such Equipment. The Customer grants to the Company an irrevocable right of access to the Customer's premises at reasonable times and intervals and after giving reasonable notice for the purposes of inspecting or removing the Equipment.

11.2 The Customer shall be responsible for all loss and theft of and damage to the Equipment on a full indemnity basis. Where the Equipment is lost, damaged or stolen, the Company shall be entitled to charge the Customer the cost of replacement.

11.3 The Equipment shall be used only with the Goods of the supplier to which the Equipment relates, all in accordance with the then current supplier instructions and by statute and regulation and strictly as installed by the supplier's representatives.

11.4 In no circumstances shall the Customer remove from an establishment to which it has been supplied

or move it to another part of the establishment except with the approval of and under the control of the Company and its suppliers. The Customer shall not permit or suffer any third party to remove, repair or modify the Equipment in any way, except with the express authority of the Company and its suppliers.

12 INSURANCE

The Customer shall agree to cover by insurance against such risks specified by, the Company any property belonging to the Company, including beer dispensing and cooling equipment and returnable packages which are situated at the Customer's premises or place of sale, for its full replacement cost

