DrinkStar GmbH – International General Terms and Conditions of Sale and Delivery

I. General: Our sales, deliveries and services (hereinafter: "deliveries") are exclusive of the following taxes and conditions. They are not accepted by the Buyer unless the Buyer objects to them in writing immediately after obtaining knowledge thereof. Any deviating terms used by the Buyer shall not be effective unless approved in writing by us. Approval of specifications, samples or the like shall only be granted in the case of orders of EUR 750.00 net or more. Unless otherwise agreed in writing, the Buyer shall bear any expenses for the delivery and transport of goods to the Buyer. We agree to deliver only in quantities equal to the corresponding consignment and to deliver at the agreed place of destination. If the Buyer does not take delivery or fails to accept the delivery despite being notified in advance and making it available for delivery, we shall invoice the costs of storing the goods as of the time of notification or the time of failure to take delivery, whichever is later, in accordance with the applicable statutory regulations and generally accepted commercial practice. If the Buyer is not entitled to receive the goods due to a lack of place of delivery, we shall charge the Buyer with the additional expenses for storage of the goods. We shall be entitled to charge interest on overdue invoices from the due date, and to charge costs incurred on them, and specifically the default interest and costs incurred on them. If an invoice is paid after the due date, the default interest and any costs incurred on them shall be chargeable. If a valid protest is lodged against the invoice, the Buyer shall be responsible for the costs incurred on it. Claims by the Buyer against us, in particular in the event of defects, do not prejudice our right to charge interest in accordance with the statutory regulations.

II. Prices and order volume: Unless otherwise agreed, all prices quoted are ex works and not the statutory VAT value added tax. If the price is not specified in writing nor does it follow from the contract, the price shall be our current list price. The change in the list prices from the old list prices to the new list prices shall follow on the date of such change and shall not apply to deliveries before that date. The delivery deadline is specified in the order acknowledgment or, if no delivery date is agreed, within 10 days after the date of the invoice. The criterion for timely payment is the date on which payment is received on our accounts. The Buyer may not set off counterclaims unless the counterclaim is clearly evident from writing before the delay in payment is notified by a final court decision, or have been accepted from us. If payment is not made by the deadline, applicable laws regarding delayed payment become effective. If an invoice is not paid by the due date, we may charge interest due for payment also. We reserve the right to credit payments as settlement of the oldest due invoices and the default interest and costs incurred on them, and specifically in the order: costs, interest, principal. Velcorin®, advertising prepayments and advertising fees are not eligible for settlement. Other invoices are settled only after settlement of other invoices in approved writing by us. A deduction of discount on a new invoice is illicit as long as older invoices due for payment are still outstanding.

IV. Transfer of risk and insurance: The material risk is transferred to the Buyer at the latest when the consignment is dispatched, even when we have agreed to provide additional services such as loading, transport or unloading. If delivery is delayed due to circumstances for which the Buyer is responsible, the risk shall pass to the Buyer on the day that notification is made of readiness for dispatch. Deliveries are insured by us or the carrier only at the express request and to the account of the Buyer. Reports of delays, loss or damage in transit must be made to the carrier or forwarder immediately after they have been established, and confirmation of such delay, loss or damage must be obtained from the carrier or forwarding company. We must be informed thereof without delay.

V. Force majeure: Circumstances beyond our control, such as operational or transport disruptions, scarcity of labour, energy or raw material, strikes, lock-outs and fire, damage to the consignment during transport, war, adverse political conditions, acts of God, natural disasters, smuggling or theft, customs inspection or similar circumstances beyond our control shall relieve us of our duty to fulfil the contract for the duration and extent of such circumstances. This principle shall also apply if such circumstances arise with one of our suppliers.

VI. Delivery date and delivery weight: The type and scope of delivery is defined by our written confirmation of order. We have the right to make partial deliveries when this is practically possible and reasonable. A delivery deadline shall be provided only if we have explicitly stated in writing that they are binding. The delivery deadline has met if the consignment has left our plant by that time, or notification has been made of our readiness to deliver. The weight or quantity determined on dispatch is definitive.

VII. Offer, specimens, guarantees: Our offers are non-binding on us in respect of quantity, price, delivery period and availability. Offers can only be accepted within 14 days. The information included in data sheets, brochures and other promotional or informational material is purely for informational purposes and is not incorporated in the contract unless we have explicitly consented thereto in writing. Properties of specimens and samples are not binding on us unless this has been explicitly agreed in writing. Specifications of quality and shelf life qualify as guarantees only when they are explicitly designated as such in writing.

VIII. Packaging: Returnable loaned packaging supplied by us shall be treated with care and returned in top condition. If loaned packaging is returned in an unusable or damaged state or not in due time as a result of conduct for which the Buyer is responsible, we reserve the right to charge the packaging at its replacement cost. Completely emptied compound loaned packaging shall be returned to our delivery outlets no later than 2 months after delivery, carriage paid, in a good refurbiable condition. Completely emptied Velcorin® compound packaging must be returned within 12 months after delivery (this period may differ in export markets depending on customs regulations). Commercial non-reusable packaging can be returned within Germany at our delivery outlets or may be returned by the Buyer to organized disposal companies for this purpose. An independent, self-organized waste disposal of commercial non-reusable packaging by the Buyer is possible at any time in Germany and obligatory abroad. It is the obligation of the Buyer to observe legal regulations governing waste and waste disposal. Regulations arising from national consumer packaging regulations shall also apply to us or by our contract fillers for non-reusable consumer packaging placed on the market by us. The "Kölner Palettenwaste" shall be agreed for palletised consumer goods. After the complete removal of all the contents, the packaging is to be resealed to refill it with other substances or misuse it for any other unrelated purposes.

IX. Warranty and liability: Minimality of liability is nowhere in our products and in our deliveries make it impossible for the Buyer to refuse acceptance or to assert warranty claims or compensation. Warranty claims on the part of the Buyer are conditional on the Buyer having duly complied with his statutory duties to examine the goods and report any defects. For the rest, any complaints must be made in writing within 12 months after delivery of the goods or within 24 months after the defect has been discovered, whichever is shorter. The Buyer bears the burden of proof that the defect was hidden. Defects that the Buyer could have discovered in the context of the use or handling agreed or otherwise not examined, and defects that have been significantly impaired by the Buyer’s or third parties’ acts, are no warranty claims. We are not liable for any damages caused by the use or processing of defective goods. If efforts at remedy fail, the Buyer may reduce the purchase price or withdraw from the contract, at his own discretion. This is without prejudice to any claims to damages pursuant to Section XI below. Claims by the Buyer in respect of expenses necessitated by remedy, in particular transport, travel, labour and material expenses, will not be accepted if said expenses increase because the delivery item was subsequently brought to a different place than the Buyer is obligated to take delivery. Unless otherwise agreed, unclaimed deliveries due to the Buyer are excluded. The Buyer may only hold us harmless for damages as arising from non-variation of the delivery item. If the warranty is a right of recourse by the Buyer after the latter has been successfully issued under the purchase of consumer goods regulations, the rights of recourse shall remain with the Buyer. We shall have the right to refuse the remedy if the Buyer does not give us prior written notice of his intention to exercise the warranty claim against us on the part of the Buyer shall exist only to the extent that the Buyer has not concluded agreements with his own customers that go beyond the statutory warranty claims. Warranty claims become statute-barred according to statutory regulations.

XI. Damages: Claims by the Buyer – including non-contractual claims – will not be accepted in the case of a breach of duty due to minor negligence by us, our executives, employees or agents, or due to the deliberate or negligent breach of duty by the Buyer. The Buyer may only hold us harmless for damages as arising from operable and operable economic losses and expenses. The Buyer shall only be entitled to compensation for additional services such as loading, transport or unloading. If delivery is delayed due to official measures and similar circumstances beyond our control shall release us from any obligations and duties. We do not accept liability for the manufactured products of the Buyer is excluded.

XII. Retention of title: The deliveries (reserved title goods) remain our property until all current and future debts owed to us by the Buyer from our joint business relationship have been repaid. If the Buyer has a current account with us, the reserved title goods are deemed collateral for the debt balance. Our ownership of the reserved title goods also extends to any new goods arising from processing, mixing or altering them. The Buyer has the right of disposition over the reserved title goods within the normal course of business. Any other form of disposition, in particular any pledging of the goods, transfer of ownership or transfer of the legal title of the goods is prohibited. Any levies of execution by third parties must be notified to us without delay. As security for debts owed to us, the Buyer hereby assigns to us all claims arising from reselling the reserved title goods, along with any subsidiary and collateral rights. The reserved title goods are sold or pledged on market value and in good order. If the Buyer sells or pledges the reserved title goods, he shall inform the Buyer of the sale or pledge and the cause thereof. In the event of the Buyer’s insolvency or his entry into bankruptcy, we shall be immediately entitled to request the Buyer to deposit with us all items with a total price, assignment is therefore limited to the invoice value of the reserved title goods that have been processed or mixed with other items. The Buyer is authorised to collect the assigned receivables unless said authority is revoked. At our request, the Buyer shall notify his debtors of this assignment and shall surrender to us all information and documents required for collection of the debts. If the value of the collateral exceeds the secured receivables by more than 10%, we shall release the corresponding amount of collateral at the request of the Buyer.

XIV. Data Protection: Data protection information concerning commercial business-relationship is available at our homepage (www.drinkstar.de) via the tab "Terms & Conditions".

XV. Place of performance and applicable law: The place of performance is Rosenheim. The place of jurisdiction is either Rosenheim or, at our discretion, the Buyer’s place of jurisdiction. This general reference to local law and/or jurisdiction shall not be regarded as a waiver by us of our rights under the laws of Germany. The application of the UN Convention on Contracts for the International Sale of Goods shall be excluded. Should one of the provisions in these terms and conditions or a part of a provision be declared by a court of competent jurisdiction as ineffective, this shall not affect the other provisions and/or the remaining part of the provision.

Status: Rosenheim, September 2018
DrinkStar GmbH:
processing of personal data in commercial business relationships

Data Protection Instructions in Accordance with the EU General Data Protection Regulation for Persons with the Power of Representation/Authorised Representatives of “Legal Entities”

Valid for business partners of DrinkStar GmbH in commercial business who are not consumers.

The following information provides DrinkStar business partners with an overview of the processing of their personal data by DrinkStar and their rights under data protection law. The following statements reveal in detail which data is processed and how it is used. You as our business partner, please pass on the information to the current and future persons with the power of representation and economic beneficiaries of your company.

1. Who is responsible for data processing and whom can you contact?

The accountable body for business partners of DrinkStar GmbH is:

DrinkStar GmbH
Äußere Oberaulastraße 36/5
83026 Rosenheim / Germany
Telephone: +49 8031 2434-0
Fax: +49 8031 2434-15
Email: info@drinkstar.com

You can contact our corporate Data Protection Officer at:

Michael Skupin
c/o Drinkstar GmbH
Äußere Oberaulastraße 36/5
83026 Rosenheim
Telephone: +49 8031 2434-0
Fax: +49 8031 2434-15
Email: datenschutz@drinkstar.de

2. What sources and data do we use?

We process personal data that we receive from you in your capacity as the person with the power of representation/authorised representative of the legal entity (customer, supplier, cooperation partner, etc.). In addition, we also process personal data that we have legitimately gained and are allowed to process from publicly available sources (e.g., trade and association registers, press, media and the Internet). Relevant personal data of persons with the power of representation/authorised representatives may include: name, address / other contact details (telephone, e-mail address), date / place of birth, gender, nationality, marital status, legal capacity, dependent / self-employed, credentials (e.g., ID data), authentication data (e.g. signature sample), tax ID.

3. Why do we process your data (purpose of processing) and on what legal basis?

We process the aforementioned personal data in accordance with the provisions of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act:

a. To meet contractual obligations (Article 6, para. 1 b, GDPR): The processing of personal data takes place in the context of the execution of our contracts with our business partners or for the implementation of pre-contractual measures.

b. Due to legal requirements (Article 6, para. 1 c, GDPR) or in the public interest (Article 6, para. 1 e, GDPR): DrinkStar GmbH is subject to various legal obligations, i.e., legal requirements (e.g., Money Laundering Act, Securities Trading Act, tax laws, EU regulations) as well as regulatory requirements (such as are imposed by the Federal Financial Supervisory Authority). The purposes of data processing include inter alia identity verification and money laundering prevention.

c. Within the scope of weighing all interests at stake (Article 6, para 1 f, GDPR):

If necessary, we process your data beyond the actual fulfillment of the contract for the protection of our legitimate interests.

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Examples:
— Asserting legal claims and defence in legal disputes
— Ensuring the IT security and IT operations of DrinkStar
— Prevention of crime
— Video surveillance to safeguard domiciliary rights
— Measures for building and plant safety (e.g., access control)

d. On the basis of your consent (Article 6 para. 1 a, GDPR:)
Insofar as you have consented to the processing of personal data for specific purposes, the legality of this
processing is based on your consent. A given consent can be revoked at any time. This also applies to the
revocation of declarations of consent granted to us prior to the validity of the EU General Data Protection
Regulation, i.e., before 25 May 2018. Please note that the revocation only works for the future and that any
processing effected up to that time remains unaffected.

4. Who gets your data?

Within DrinkStar, those entities gain access to your data, which need them to fulfill our contractual and legal
obligations. Our service providers and vicarious agents may also receive data for these purposes if they comply
with our written data protection directives. We may only disclose information about you if statutory provisions so
dictate, if you have given your consent and/or if we have commissioned data processors in compliance with the

5. Is your data transmitted to a non-member country or an international organisation?

A transfer of data to offices in countries outside the EU or the EEA (so-called third or non-member countries) is
not the usual case at DrinkStar. If it takes place, this is necessary for the fulfillment of our contractual and legal
obligations or required by law (e.g., tax reporting obligations), you have given us consent or as part of order data
processing. If service providers are deployed in the non-member country, they are required to comply with the
level of data protection in Europe in addition to the written instructions in the Agreement on EU standard
contractual clauses.

6. How long will your data be stored?

We process and store your personal data as long as you are authorised to represent the respective legal entity to
us. If the data is no longer required for the performance of contractual or legal obligations, it will be deleted on a
regular basis, unless its temporary processing is necessary for the following purposes:
- To meet the requirements of commercial and tax retention periods: such, e.g., the Commercial Code, the Tax
  Code, the Money Laundering Act or the Securities Trading Act. The deadlines for retention and/or documentation
  periods are two to ten years.
- Preservation of evidence under the statute of limitations. According to §§195 ff. of the German Civil Code (BGB),
  these limitation periods can be up to 30 years, whereby the regular limitation period is three years.

7. What data protection rights do you have?

Each data subject has the right to access under Article 15 of the GDPR, the right to rectification under Article 16
GDPR, the right to erasure under Article 17 GDPR, the right to restriction of processing under Article 18 GDPR,
the right to object under Article 21 GDPR and the right to data portability under Article 20 GDPR. With regard to
the right to access and the right to erasure, the restrictions under §§ 34 and 35 Federal Data Protection Act apply.
In addition, there is a right to lodge a complaint with a supervisory authority (Article 77 GDPR in conjunction with §
19 Federal Data Protection Act). You may revoke your consent to the processing of personal data granted to us at
any time. This also applies to the revocation of declarations of consent granted to us prior to the validity of the
General Data Protection Regulation, i.e., before 25 May 2018. Please note that the revocation only works for the
future. Processing that occurred before the revocation shall remain unaffected.

8. Are you obliged to provide data?

In the context of our business relationship with the legal entity you represent to us, you must provide us with the
personal data necessary for the assumption and execution of a representation/authorisation and the fulfillment of
the associated contractual obligations or for the collection of which we are legally obliged. Without this data, we
generally have to reject you as the person with the power of representation/authorised representative of the
company or cancel an existing authorisation to represent. In particular, according to the money laundering
regulations, we are obliged to identify you prior to the establishment of the right to represent or authorise, for
example, on the basis of your identity card. In order for us to comply with this legal obligation, you must provide
us with the necessary information and documents and immediately notify us of any changes resulting from the
business relationship. If you do not provide us with the necessary information and documents, we must not
institute or continue the right of representation/authorisation requested by the respective legal entity.