



## PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions apply to the Purchase Order to which they are attached.

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these Conditions (unless the context otherwise requires), the following words and phrases have the following meanings:

"**Applicable Law**" means any federal, state, local or foreign law, statute, code, ordinance, order, rule or regulation (including rules and regulations of self-regulatory organizations) relating to the Goods and/or Services, including, but not limited to, those pertaining to: (i) the design, manufacture, packaging, labeling, storage, handling, marketing, sale and/or delivery of the Goods and/or supply of the Services; (ii) anti-bribery and anti-corruption (including the UK Bribery Act 2010, U.S. Foreign Corrupt Practices Act of 1977, as amended); (iii) labor, antidiscrimination and humane treatment of workers (including the U.S. Fair Labor Standards Act (29 U.S.C. §§ 201 et seq.), the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the International Labor Organization standards); (iv) anti-slavery and human trafficking (including the UK Modern Slavery Act 2015); (v) health and safety (including the U.S. Occupational Safety and Health Act); (vi) the environment (including Section 114 of the U.S. federal Clean Air Act, 42 U.S.C. §§ 7401 et seq., and Section 308 of the U.S. federal Clean Water Act, 33 U.S.C. §§ 1251 et seq., and any regulations promulgated thereunder); (vii) the import and export of the Goods (including the U.S. Anti-Dumping Law (19 U.S.C. Sec. 160 et. seq.)); and (viii) data privacy and protection (including the UK Data Protection Act 1998, the U.S. Health Insurance Portability and Accountability Act of 1996, the Payment Card Industry Data Security Standard, SOC and ISO 270xx);

"**Business Day**" means a day, other than a Saturday, Sunday or federal holiday in which banks in New York City, New York are open for business;

"**Claims**" means all suits, claims, actions, demands, settlements, judgments, awards, damages, costs, fines, penalties, losses, liabilities and related expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals, costs of investigations and other proceedings such as document production and providing testimony);

"**Conditions**" means these Purchase Order Terms and Conditions;

"**Confidential Information**" means any and all information furnished to Supplier by or on behalf of Molson Coors, whether orally or by means of written material, including, without limitation, the following: (i) information relating to the business operations, finances, Intellectual Property Rights, customers, personnel, suppliers, strategies, products, innovation, specifications, developments, prices and pricing policies; (ii) any other information designated by Molson Coors as being confidential or that should be considered to be confidential; and (iii) the terms of the Contract;

"**Contract**" means these Conditions together with the Order that accompanies, attaches or incorporates them;

"**Delivery**" means delivery of the Goods and/or Services to the point specified by Molson Coors (whether in the Order or otherwise) and in accordance with the Contract;

"**Force Majeure Event**" means acts of God, fire, explosion, terrorism, serious civil disorder, war, hostilities, and embargos and where any such events cannot be mitigated through the implementation of a disaster recovery or crisis management plan. A Force Majeure Event does not include economic hardship, changes in market conditions, insufficiency of funds, unavailability of equipment or supplies or strikes, work-to-rule actions, go-slows or similar labor difficulties involving Supplier;

"**Goods**" means goods of any description that are specified in the Order;

"**Intellectual Property Rights**" means any and all: (i) copy rights, trademarks, trade names, domain names, goodwill associated with trademarks and trade names, designs and patents; (ii) rights relating to innovations, know-how, trade secrets and Confidential Information (technical and non-technical); (iii) moral rights, mask work rights, author's rights, and rights of publicity; and (iv) other industrial, proprietary and intellectual property-related rights anywhere in the world that exist as of the date of the Contract or hereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation;

"**Molson Coors**" (unless otherwise set forth in the attached Purchase Order) means Molson Coors Beverage Company USA LLC, a Delaware limited liability company, together with Molson Coors USA LLC, a Delaware limited liability company;

"**Molson Coors Group**" means Molson Coors together with any parent, affiliate or subsidiary of Molson Coors;

"**Order**" means the attached Purchase Order;

"**Preexisting Master Agreement**" means any previously executed agreement entered into by Molson Coors (or any of its affiliates) and Supplier (or any of its affiliates) intended to cover the Goods and/or Services to be provided under this Contract;

"**Preexisting NDA**" means any previously executed confidentiality and/or non-disclosure and/or non-use agreement entered into by Molson Coors (or any of its affiliates) and Supplier (or any of its affiliates), to the extent that such agreement remains in effect as of the date of this Contract and unless such Preexisting NDA has been superseded by a Preexisting Master Agreement for purposes of this Contract;

"**Services**" means services of every kind to be performed by and/ or work to be done by Supplier pursuant to the Order; and

"**Supplier**" means the vendor on the face of the Order and its affiliates subsidiaries and representatives that manufacture, produce or supply Goods or Services

1.2. In these Conditions (unless the context otherwise requires):

1.2.1. construction of these Conditions ignore the headings (all of which are for reference only);

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- 1.2.2. any reference to any law, rule or regulation is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.3. the term "person" means any individual, corporation, limited liability company, partnership, sole proprietorship, joint venture, government, state or agency; and
- 1.2.4. the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

### 2. APPLICATION

- 2.1. Molson Coors' offer to purchase the Goods and/or Services is expressly limited to, and expressly made conditional on, Supplier's acceptance of the terms of the Contract, including, without limitation, these Conditions. Molson Coors objects to any different or additional terms.
- 2.2. Unless there is an applicable Preexisting Master Agreement and/or an applicable Preexisting NDA, the Contract constitutes the entire agreement under which Molson Coors will purchase from Supplier the Goods and/or Services. The Contract supersedes all other prior agreements and understandings regarding the Goods and/or Services, except for any applicable Preexisting Master Agreement or applicable Preexisting NDA. If there is a conflict between any provision of the Contract and any provision of any applicable Preexisting Master Agreement or any applicable Preexisting NDA, that Preexisting Master Agreement or Preexisting NDA will control. Written acceptance of the Order, without change, or any other conduct consistent with acceptance of the Order, such as the commencement of work on the Goods or performance of the Services, constitutes acceptance by Supplier of the Contract. Molson Coors may cancel the Order if it is not accepted by Supplier within five Business Days of the date of the Order. If there is a conflict between a provision of the Order and a provision of the Conditions, the Order will control.  
Preexisting Master Agreement or applicable Preexisting NDA. If there is a conflict between any provision of the Contract and any provision of any applicable Preexisting Master Agreement or any applicable Preexisting NDA, that Preexisting Master Agreement or Preexisting NDA will control. Written acceptance of the Order, without change, or any other conduct consistent with acceptance of the Order, such as the commencement of work on the Goods or performance of the Services, constitutes acceptance by Supplier of the Contract. Molson Coors may cancel the Order if it is not accepted by Supplier within five Business Days of the date of the Order. If there is a conflict between a provision of the Order and a provision of the Conditions, the Order will control.
- 2.3. The Contract excludes any terms and conditions proposed by Supplier in any quotation, invoice, proposal, bid, acceptance or acknowledgment of Molson Coors' Order or in any shrink-wrap, click-through or packaging terms or other documents of Supplier that add to, vary from or conflict with the terms of the Contract. All such proposed terms will not operate as a rejection of the Contract but are deemed a proposed material alteration, and the Contract will be deemed accepted by Supplier without such additional, different or conflicting terms .

### 3. DELIVERY, ACCEPTANCE AND REJECTION

- 3.1. Delivery of the Goods and the performance of the Services will take place strictly in accordance with Molson Coors' delivery instructions, whether given in these Conditions, the Order or separately (as the case may be). Delivery will be at Supplier's cost. Delivery of the Goods will be complete upon the tender of the Goods at the point of delivery specified in the Order.
- 3.2. Time is of the essence. If Supplier does not deliver the Goods or provide the Services by the time specified or otherwise in accordance with the Order, Molson Coors, in addition to its other rights and remedies, may cancel the Order without liability for any of Supplier's costs. Supplier must notify Molson Coors immediately if it cannot supply on time or anticipates that it will not be able to do so, and shall use its best efforts to deliver in-full on the original date or any later date agreed upon by Molson Coors. Any increased costs required to meet the original or agreed rescheduled Delivery time are Supplier's responsibility.
- 3.3. Molson Coors may change, suspend or cancel its Delivery or performance instructions at any time by paying any reasonable costs to be incurred by Supplier as a result of any such change, suspension or cancellation, provided (i) Molson Coors agrees upon such costs in advance in writing, and (ii) Supplier promptly submits proper invoices or receipts for such costs to Molson Coors. If Molson Coors demands the postponement or suspension of a Delivery date, Supplier shall store the Goods and, with the prior written consent of Molson Coors, insure them at Molson Coors' cost against damage, destruction or other loss.
- 3.4. Molson Coors has the right, before payment or acceptance of the Goods, to inspect the Goods at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment, signing of any document acknowledging physical receipt of any Goods or auditing of any Goods, nor the failure to do so, before Delivery to Molson Coors will constitute acceptance of any Goods, or relieve Supplier from its obligation to supply the Goods in strict conformance with the Order.
- 3.5. If Supplier makes a partial Delivery of the Goods, Molson Coors may (i) accept the partial delivery; (ii) reject the partial delivery, in which case Supplier is still obligated to comply with the terms of the Contract; (iii) accept the partial delivery and terminate the remaining portion of the Contract; or (iv) reject the partial delivery and terminate the remaining portion of the Contract.
- 3.6. If, in Molson Coors' judgment, the Goods or the tender of Delivery otherwise fail to conform to the Contract, Molson Coors may (i) reject the non-conforming Goods and receive a refund for any amounts paid to Supplier for the Goods; (ii) reject the non-conforming Goods and require Supplier to provide replacement Goods; (iii) require Supplier to promptly repair the non-conforming Goods; or (iv) contract with a third party to replace the non-conforming Goods and charge Supplier all additional, reasonable costs incurred by Molson Coors. Replacement Goods must be Delivered on an expedited basis at Supplier's expense. Any Goods that are rejected may be returned to Supplier at Supplier's expense, and Molson Coors may charge Supplier for all expenses related to unpacking, examining, repacking and reshipping such Goods.

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3.7. If, in Molson Coors' sole discretion, the Services do not comply with the descriptions and representations set forth in the Order or made or provided by Supplier during the tender process, Molson Coors may, at its sole discretion, exercise any or all of the following remedies: (i) a full refund of all amounts paid to Supplier for the Services; (ii) a credit for all amounts paid towards future Services from Supplier; (iii) reperformance of the Services by Supplier; (iv) retention of an alternative provider to provide the Services at Supplier's expense; (v) termination of the Contract without any obligation to pay any amount associated with the non-conforming Services; and (vi) damages and all other remedies at law and equity.

### **4. RISK OF LOSS**

Title and risk of loss in the Goods will pass to Molson Coors upon Delivery to Molson Coors' premises, unless otherwise specified in the Order. Supplier will bear the risk of loss on rejected Goods after receiving Molson Coors' notice of rejection.

### **5. SHIPPING AND PACKAGING INSTRUCTIONS**

5.1. Supplier will comply with Molson Coors' instructions for packing and shipping or, if Molson Coors does not provide instructions in the Order or otherwise, with the best commercial practice for ensuring shipments arrive safely at the destination. A packing list showing the Order number and an itemized description of the contents must be included with each Delivery. The Goods must also be marked in accordance with Molson Coors' instructions and any Applicable Laws. Supplier will deliver all drawings, technical data, instruction manuals and parts lists necessary or desirable to install, use, maintain, consume or dispose of the Goods.

5.2. Unless otherwise set forth in the Order, Supplier will not charge for boxing, packing, crating, energy, fuel or other charges.

5.3. Supplier must obtain all export licenses, certificates of origin and any other governmental authorizations or other necessary documentation and pay any taxes prior to Delivery.

### **6. PRICE AND PAYMENT**

6.1. All prices shown on the Order are fixed and not subject to increase, except for any discounts or other reductions that will apply retroactively. Unless otherwise specified in the Order, all prices will include insurance costs and any other expenses related to the Goods and/or Services. Reimbursable third-party costs must be itemized and reflect Supplier's actual costs without any markup or margin. Prices for the Goods or Services will not include taxes for which Supplier or Molson Coors can obtain an exemption. If required by Applicable Law, VAT will be added to the price at the prevailing rate at the relevant tax point.

6.2. Supplier is responsible for paying and remitting all applicable taxes or fees, including VAT (if applicable), to the appropriate taxing authority or agency or its duly appointed collection agent, except where not required by Applicable Law. In the event all taxes have not been paid by Supplier and a withholding requirement has been communicated to Molson Coors by a taxing jurisdiction, Molson Coors will withhold taxes from the payments as required by Applicable Law and remit them to the taxing authority. If Molson Coors is required to withhold and remit tax from any amount owed to Supplier for which Supplier is responsible, Molson Coors will pay to Supplier the net amount remaining after the tax withheld. Supplier will also be responsible for remitting to the appropriate taxing authority or agency any taxes collectible by it from Molson Coors. Supplier will reimburse Molson Coors for any penalties and/or interest charged by taxing authorities due to Supplier's failure to collect and remit taxes where required.

6.3. The prices charged by Supplier to Molson Coors shall not exceed those prices charged by Supplier to any other customer of Supplier purchasing the same or similar goods and/or services in the same or smaller quantities, and Molson Coors shall be entitled to any discount for prompt payment or volume of purchase customarily offered by Supplier.

6.4. Supplier must invoice within 120 days of Delivery of the Goods and/or Services. Molson Coors will not be liable for payment of such invoices if it receives the invoice after such 120-day period. Unless otherwise specified in the Order, all invoices issued by Supplier will be due 90 days from Molson Coors' receipt of the applicable invoice and subject to local payment cycles, except to the extent Molson Coors reasonably disputes any charges on such invoice. Supplier must notify Molson Coors that a payment does not comply with the Contract and/or the Order within 90 days after its receipt of payment, or Supplier's claim (including any interest) will be waived.

6.5. Supplier must issue separate invoices for each Order. Invoices shall not be issued for partial shipments. All invoices must be valid taxable invoices (where applicable) and comply with the following standards: (i) Supplier will submit invoices in the manner and form required under the applicable Order; (ii) Supplier may submit invoices only upon Delivery of the Goods and/or completion of the Services, as applicable, unless otherwise provided in the applicable Order; (iii) duplicate commercial invoices must be mailed to Molson Coors at the address shown in the applicable Order, unless transmitted electronically by the ESIP electronic invoicing tool; and (iv) Molson Coors may withhold payment if Supplier's invoice is incorrect or does not comply with the requirements in this Section.

6.6. Supplier will submit invoices in the manner and form required by the Order.

6.7. Molson Coors may set off against the price any amounts owed to Molson Coors by Supplier under the Contract or any other agreement or otherwise.

### **7. AUDIT AND INSPECTION**

7.1. During the term of the Contract and for a period of five years after the expiration or termination of the Contract, Supplier shall maintain complete and accurate books and records relating to the supply of Goods and/or Services under the Contract (the "Books and Records"), unless otherwise required by Applicable Law.

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7.2. Supplier hereby grants to Molson Coors and its representatives, upon advance reasonable notice and during Supplier's normal business hours, a right of access to Supplier's systems, accounts, premises and any facility where the Goods (or any components thereof) are manufactured, grown, processed, converted and/or stored or where the Services are performed for the purpose of: (i) inspecting such facilities and (ii) examining the Books and Records (and making copies thereof) to confirm Supplier's compliance with the Contract. Supplier shall cooperate fully with Molson Coors and its representatives in connection with such inspections and shall compel its suppliers to cooperate with Molson Coors' inspections.

### **8. QUALITY ASSURANCE AND COMPLIANCE**

8.1. Supplier must maintain a quality assurance program that is acceptable to Molson Coors and in accordance with any standards communicated by Molson Coors from time to time. If requested by Molson Coors, Supplier shall obtain and provide certificates from third-party sanitation and safety auditors that demonstrate Supplier's compliance with the Contract.

8.2. Supplier will: (i) comply with all Molson Coors' policies, procedures and rules regarding the access or use of Molson Coors' facilities, premises and/or Molson Coors' computer systems or networks ("MC Systems"); (ii) cause any Supplier personnel who will have access to Molson Coors' facilities, premises and/or MC Systems in the United States to acknowledge in writing their agreement to comply with the following specific Molson Coors' policies: U.S. Discrimination and Harassment Free Work Environment, Drug-Free Workplace, Global IT Security and Acceptable Use, Code of Business Conduct, U.S. Contingent Worker Confidentiality Agreement and Global Travel & Entertainment Policy; (iii) not tamper with, disable or damage any security mechanism, data, systems, software, hardware or equipment; (iv) not introduce any virus, trap door, worm, Trojan horse or other harmful or malicious code or device into any hardware, software or system; (v) perform only the Services authorized by Molson Coors in areas of Molson Coors' facilities, premises and/or MC Systems specified by Molson Coors; and (vi) use MC Systems for the sole purpose of performing under the Contract.

### **9. TERMINATION**

9.1. Molson Coors may terminate the Contract, in whole or in part and without liability to Supplier, at any time for its convenience upon 14 days' written notice. In addition to all remedies provided elsewhere in the Contract and at law or in equity, Molson Coors may terminate the Contract, in whole or in part and without liability to Supplier, immediately upon written notice if: (i) Supplier commits a material breach that is not amenable to cure; (ii) Supplier commits a material breach that is amenable to cure and fails to cure such breach within a reasonable period of time, not to exceed 30 calendar days, unless a longer cure period is permitted by Molson Coors in writing; (iii) Molson Coors reasonably anticipates a material breach, or a repudiation that would constitute a material breach, of the Contract by Supplier, and Supplier fails to provide adequate assurances that are reasonably acceptable to Molson Coors; (iv) Supplier becomes insolvent or unable to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws; (v) Supplier files a voluntary bankruptcy proceeding or has a bankruptcy proceeding commenced against it; (vi) Supplier fails on three or more separate occasions during any rolling 12-month period during the term to comply with any provision of the Contract, whether such failures involve the same or different provisions and whether or not such failures are corrected after notice of the failure is given; or (vii) there is a Force Majeure Event lasting more than five Business Days.

9.2. Supplier may terminate the Contract if: (i) Molson Coors fails to comply with any of its material obligations under the Contract and such failure is not cured by Molson Coors within 30 days after written notice of such failure to comply is delivered to Molson Coors (if the failure is not susceptible to cure within 30 days, then Molson Coors will have such longer period of time as is necessary, using reasonable diligence, to cure the failure to comply); or (ii) Molson Coors makes an assignment for the benefit of creditors, files a voluntary bankruptcy, judicial liquidation or reorganization petition, fails to vacate an involuntary bankruptcy or reorganization petition filed against it within 90 days from the date of such filing, or fails to vacate, set aside or have dismissed any insolvency proceeding involving Molson Coors under any Applicable Law within 90 days from the date of the commencement of any such proceeding.

9.3. Upon the termination or expiration of the Contract, Supplier shall immediately cease production and delivery of all Goods and performance of all Services as indicated in the notice of termination and either refund advance payments for the Goods and Services not yet supplied or complete the supply of such Goods and Services in accordance with the relevant Order(s) on the terms of the Contract. Supplier shall also provide reasonable assistance to transition the business to an alternative supplier, and Molson Coors shall have no obligation to pay additional fees, charges or requirements for reimbursement in connection with such transition assistance.

9.4. On request, within seven days after the termination or expiration of the Contract or at any other time, Supplier will return or destroy any property (including Confidential Information) belonging to Molson Coors (and certify that it has done so). Molson Coors shall have the right to retake possession of its property at any time by entry onto any land or premises where it is kept.

### **10. CONFIDENTIALITY; PUBLICITY**

10.1. During the term of the Contract and for a period of three years after its termination or expiration, Supplier shall: (i) maintain the confidentiality of Confidential Information and not disclose it to any third party, except as authorized in advance by Molson Coors in writing; (ii) restrict disclosure of, and access to, Confidential Information to its employees, contractors and agents who (a) have a "need to know" in order for Supplier to perform its obligations under the Order, and (b) are bound to maintain the confidentiality of the Confidential Information by terms of confidentiality and nondisclosure that are no less restrictive than contained herein; (iii) handle Confidential Information with the same degree of care as Supplier uses for its own confidential information, but in no event less than reasonable care; (iv) use Confidential Information only for the purpose of performing and, to the extent necessary, to fulfill its obligations under the Order; and (v) promptly notify Molson Coors upon discovery of any unauthorized use, access or disclosure of the Confidential Information, take all necessary steps to regain possession and protection of the Confidential Information and prevent further unauthorized actions or breach of the Contract.

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10.2. The obligations set forth in this Section 10 shall not apply to information that Supplier can demonstrate was in its possession prior to disclosure (unless disclosed pursuant to a Preexisting NDA, in which case such Preexisting NDA will continue to apply to such information), disclosed to Supplier by a third party under no obligation of confidence with respect thereto or is required to be disclosed by law or a court of competent jurisdiction. If Supplier is required by law or legal process to disclose any Confidential Information, it shall give prompt notice to Molson Coors to allow the disclosing party to obtain an order protecting such Confidential Information.

10.3. Due to the extremely sensitive nature of the Confidential Information, Supplier acknowledges and agrees that the unauthorized disclosure of Confidential Information by Supplier will create immediate irreparable harm to Molson Coors, for which Molson Coors may obtain injunctive relief in addition to other applicable legal remedies.

10.4. Supplier shall treat all personal information that is obtained and processed hereunder in accordance with Applicable Laws, and, in the case of a data breach, shall be responsible for all investigations, notifications and costs related thereto.

10.5. Supplier shall not use any trademark, patent, service mark, trade name, logo or other indicia of the Molson Coors Group without Molson Coors' prior written consent. Supplier shall not publish any information about the Molson Coors Group's use of Supplier's Goods and/or Services, nor shall Supplier use any Molson Coors Group names in any advertisement or promotion or in connection with any other solicitation for business (including, without limitation, in the form of news releases or blog or social media postings) without Molson Coors' prior written consent.

### **11. INTELLECTUAL PROPERTY RIGHTS**

11.1. Supplier shall provide all labor, materials, tools, equipment, personnel, supervision and facilities necessary to provide the Goods and the Services. All tools, equipment, dies, gauges, models, drawings, software or other materials paid for by Molson Coors or furnished or bailed by Molson Coors to Supplier, and any designs or code related thereto, (collectively "Property") are, and remain, the sole property of Molson Coors and will be used only for manufacturing, testing or supplying the Goods and the Services to Molson Coors under the Contract. Supplier agrees that any suggestions, comments or other feedback provided by Supplier to Molson Coors with respect to the Goods, the Services, Molson Coors products or Confidential Information provided by Molson Coors ("Feedback") is given entirely voluntarily, and Supplier grants Molson Coors the right to use, have used, disclose, reproduce, modify, license, distribute or exploit the Feedback for any purpose, entirely without obligation, payment or restriction on use or disclosure of any kind.

11.2. Molson Coors and its affiliates will retain ownership of all Specifications and other documentation for the Goods and Services and will be the owner of all modifications and enhancements made by or for Molson Coors or by or for Supplier to such specifications and documentation (collectively "Specifications"), including, without limitation, any modifications or enhancements to such Specifications based on Feedback. Additionally, Supplier agrees that all materials in whatever form, and all modifications or enhancements to the Goods, Services or Property, prepared or produced by Supplier under or in connection with the Contract whether or not completed, (collectively "Work Product") will conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. Section 101, and that Molson Coors and its affiliates will be the copyright owners of all Work Product and all aspects, elements and components in which copyright protection can subsist. To the extent that any of the Work Product does not qualify as a "work made for hire", Supplier hereby irrevocably transfers, assigns and conveys all applicable Intellectual Property Rights ownership exclusively to Molson Coors and its affiliates, free and clear of any liens, claims or other encumbrances, to the full extent permitted by law. It is expressly understood and agreed that Molson Coors and its affiliates and successors will have the right to use and reuse the Work Product without the approval or supervision of Supplier, and in the case of such use and reuse, make modifications or additions thereto without the approval or supervision of Supplier.

11.3. Except as otherwise provided in Section 11.2, Supplier will retain all rights in and to the Intellectual Property Rights that it owned prior to the date of the Contract or that it developed, invented or created during the term of the Contract independently, without influence or contribution from Molson Coors and where such development, invention or creation is not specific to the Contract or the Goods and/or Services hereunder ("Supplier Intellectual Property"). If Supplier Intellectual Property is used to create Work Product, Supplier hereby grants to Molson Coors and its affiliates and their successors a royalty-free, worldwide, perpetual, irrevocable, transferable right and license to such Supplier Intellectual Property to the extent that such license is necessary to enable Molson Coors and its affiliates and their successors to use and commercially exploit the Work Product and other rights that are owned by Molson Coors pursuant to the Contract. The parties agree that, to the extent that any materials owned by or licensed by Supplier from third parties (the "Third Party Materials") are included in the Work Product, Supplier will be responsible for obtaining for Molson Coors and its affiliates and their successors at Supplier's sole cost and expense, and Supplier hereby grants to Molson Coors and its affiliates and their successors, a royalty-free, worldwide, perpetual, irrevocable, transferable right and license to use and commercially exploit the Third Party Materials.

11.4. Molson Coors and its affiliates and their successors may sub-license any license granted to it hereunder to third-party providers as necessary for such third-party providers, on behalf of Molson Coors and its affiliates and their successors, to commercially exploit the Work Product and/or manufacture products using the Work Product.

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11.5. Supplier shall: (i) safeguard all Property while it is in Supplier's custody and control; (ii) be liable for any loss or damage to the Property; (iii) keep the Property free from all liens or charges of any type; (iv) use the Property only to provide the Goods and Services; and (v) return the Property to Molson Coors upon request without further bond or action. Supplier agrees to waive and hereby does waive any lien it may have in regard to the Property. Supplier may not sell, recycle or otherwise dispose of excess, obsolete, scrap, work-in-process, raw materials or finished Goods associated with the Order without Molson Coors' written permission. Supplier's obligations as stated in this Section survive the expiration or termination of the Contract.

### **12. REPRESENTATIONS AND WARRANTIES**

12.1. Supplier represents and warrants that: (i) it will comply with all Applicable Laws in performing its obligations under the Contract; (ii) it will obtain all necessary permits and licenses; (iii) the entry into the Contract and performance of its obligations under the Contract will not cause Supplier to be in violation of Applicable Laws or in breach of any agreement with third parties; and (iv) it has the authority and power to enter into and perform, and to make all representations, warranties and grants under, the Contract.

12.2. Supplier further represents and warrants that: (i) the Goods and Services are free of any condition that would pose a potential environmental or safety hazard; (ii) the Goods are merchantable, free from defects in design, materials and workmanship and are of the highest quality; (iii) the Goods and Services strictly conform to all applicable Specifications, drawings, documentation, including any requirements set forth in the Order or any other written instructions provided by Molson Coors, and industry standards; (iv) the Goods are properly packaged and labeled; (v) the Goods are fit and safe for their purpose, including any purpose that Molson Coors has made known to Supplier expressly or by implication or of which Supplier should reasonably be aware; (vi) the Goods are wholly new and contain new components and parts throughout; (vii) the Goods and Services are free and clear of any liens, encumbrances, other restrictions on use or distribution or demands from any employees, subcontractors or any other third party; (viii) the Goods (and the manufacture thereof) and Services strictly comply with all Applicable Laws; (ix) the Goods and Services may be used or sold without infringing or violating the Intellectual Property Rights of any third party; (x) the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the highest industry standard; (xi) with respect to software or any Services provided electronically, not contain any "time bombs", "worms", "viruses", "Trojan horses", "protect codes", "data destruct keys" or other programming devices that might be used to access, modify, delete, damage or disable any software provided by Supplier or Molson Coors' other software, computer hardware or data; and (xii) it will not provide any Goods that contain minerals that directly or indirectly finance or benefit illegal armed groups.

12.3. Supplier shall extend to Molson Coors all warranties that Supplier receives from its suppliers, service providers and subcontractors. All warranties run to Molson Coors and through Molson Coors to its affiliates, distributors, customers and international business partners. With respect to any warranties from Supplier's suppliers, service providers and subcontractors that inure to the benefit of Supplier's customers, Molson Coors shall be deemed to be an intended third party beneficiary.

12.4. The representations and warranties set forth in this Section are in addition to all express or implied warranties provided by Applicable Law.

### **13. INDEMNIFICATION**

13.1. Supplier shall indemnify, defend and hold harmless Molson Coors and its affiliates and each of their respective directors, shareholders, members, managers, partners, officers, employees, agents, representatives, successors, assigns and customers (collectively, the "Indemnitees") from and against all Claims that arise out of or are related to: (i) any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third party; (ii) Supplier's breach of any of the provisions of the Contract; (iii) personal injury or death caused by the Goods or any deliverables provided in connection with the Services; (iv) acts or omissions of Supplier resulting in personal injury or property damage; (v) Supplier's negligence or willful misconduct; (vi) disputes between Supplier and Supplier's suppliers; and (vii) any recall of the Goods or any component thereof. Where not prohibited by law or public policy, Supplier's indemnification obligations will apply regardless of whether Claims are caused in whole or in part by any negligence or any act or omission of Supplier, its directors, managers, partners, officers, employees, subcontractors, agents, representatives, successors or assigns, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnitees. Supplier's obligation to indemnify Molson Coors will survive the expiration or termination for any reason of the Contract.

13.2. In fulfilling its defense obligations set forth in Section 13.1, Supplier may employ counsel of its choice; provided, Molson Coors may participate in the defense and engage counsel of its choice at Molson Coors' expense; provided, further, that Supplier may not enter into any settlement without Molson Coors' prior written consent. Supplier will reimburse Molson Coors for any costs Molson Coors incurs in enforcing Supplier's obligations in this Section.

13.3. For purposes of this Section, references to Claims include Claims by Supplier's employees against Molson Coors, including, but not limited to, Claims of discrimination, harassment, retaliation and wrongful termination.

### **14. INSURANCE**

## **PURCHASE ORDER TERMS AND CONDITIONS**

14.1. During the term of the Contract and for a period of two years afterwards, Supplier shall provide and maintain at its sole cost and expense the following insurance coverages (in USD or other local equivalent) with reputable insurance companies, providing coverage for all jurisdictions where the Goods and/or Services are to be provided: (i) commercial general liability insurance including products liability coverage (also known as public liability or civil responsibility) covering Supplier's liability for any personal and bodily injury and property damage caused by Supplier with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Supplier to any Molson Coors Group facility, or if vehicles are otherwise to be operated by Supplier at any Molson Coors Group facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which will not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which will not be less than \$1,000,000 per accident, \$1,000,000 per employee disease and \$1,000,000 policy limit for disease; and (iv) in jurisdictions where applicable, workers' compensation insurance as prescribed by Applicable Law.

14.2. Molson Coors will be named as an additional insured under Supplier's commercial general liability, workers' compensation and auto liability insurance policies. Supplier will cause its insurers to waive all rights of subrogation against Molson Coors and its officers, directors, managers and employees. Supplier will, upon request, furnish certificates of insurance, including a copy of the additional insured endorsement, in a form reasonably acceptable to Molson Coors evidencing that Supplier is in compliance with the insurance requirements of the Contract. Supplier must provide Molson Coors written notice within 30 days of any material change in, or cancellation of, an insurance policy, and such written notice must detail the change or cancellation.

### **15. GOODS RECALL**

15.1. In the event of a recall of goods at any time by any entity, governmental or otherwise, Supplier shall promptly notify Molson Coors of such a recall that affects the Goods purchased or ordered by Molson Coors or that could have an effect on Molson Coors or the Goods purchased or ordered by Molson Coors. Supplier shall comply with all Applicable Laws in connection with a recall.

15.2. Supplier shall be solely and directly responsible for all of Molson Coors' expenses and liabilities associated with a recall, unless the recall is caused by Molson Coors' sole negligence.

### **16. FORCE MAJEURE**

If either party is delayed or prevented in the performance of any of its obligations under the Contract by a Force Majeure Event, that party will give immediate written notice to the other party describing the Force Majeure Event. The affected party will not be liable for such delay or non-performance, and the time for performance of the affected obligation will be extended by such period as is reasonable to enable that party, using all reasonable efforts, to perform that obligation. Delays caused by Supplier's subcontractors or suppliers do not constitute a Force Majeure Event unless their delay is caused by a Force Majeure Event. A party's performance under this Section will be suspended only for so long as the Force Majeure Event exists. If the Force Majeure Event delays or prevents Supplier's performance, then any corresponding obligation of Molson Coors (including any obligation to pay) will be delayed by the same amount of time or cancelled, as applicable.

### **17. ASSIGNMENT AND SUBCONTRACTING**

17.1. Supplier may not assign, transfer, mortgage, charge, subcontract, sub-license or otherwise dispose of the whole or any part of the Contract, whether by operation of law, contract or otherwise, without Molson Coors' prior written consent, which consent may be withheld in Molson Coors' sole discretion.

17.2. The relationship of the parties is personal in nature. Supplier may not delegate or subcontract all or any part of its obligations under the Contract without the prior written consent of Molson Coors. In the event Molson Coors consents to the use of a subcontractor, Supplier: (i) must actively and diligently supervise the activities of such subcontractor; and (ii) must ensure such subcontractor's compliance with the terms of the Contract. Supplier will be responsible for any acts or omissions of any subcontractors, whether or not approved by Molson Coors.

17.3. Molson Coors may, without the consent of Supplier, assign the Contract to any affiliate of Molson Coors or to any party that acquires substantially all assets of Molson Coors.

### **18. SUPPLIER DIVERSITY**

For purposes of Delivering the Goods and/or providing the Services under the Contract in the United States, Supplier agrees that it will include qualified diverse businesses as suppliers to Supplier if their participation is both feasible and competitive. A diverse supplier is a for-profit enterprise located in the United States or its trust territories, which is controlled, operated and 51% owned by a minority member or woman. Minority members are individuals who are African American, Hispanic American, Native American, Asian-Pacific American and Asian-Indian American.

### **19. GOVERNMENT CONTRACTING**

Molson Coors and Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

### **20. ELECTRONIC COMMERCE**

When Supplier participates in Molson Coors' intranet automated procurement process involving an electronic catalogue of Supplier's Goods and Services, Molson Coors' Electronic Supplementary Terms & Conditions of Purchase will apply to supplement the Contract.

## **PURCHASE ORDER TERMS AND CONDITIONS**

### **21. DISPUTE RESOLUTION; GOVERNING LAW; VENUE**

21.1. This Contract will be governed by and construed in accordance with the laws of the State of Wisconsin without reference to conflicts of law principles. Subject to the provisions of Sections 21.2 - 21.4, the parties consent to the personal jurisdiction of the state and federal courts located in Milwaukee County, Wisconsin, waiving their rights to any other venue, and agree that any legal proceeding with respect to this Contract or the business relationship contemplated by this Contract will be brought before the state or federal courts located in Milwaukee County, Wisconsin. None of the provisions of the United Nations Convention on Contracts for the International Sale of Goods will be applied to the interpretation or enforcement of this Contract.

21.2 Except for matters set forth in Section 21.5, the parties will attempt to resolve any dispute ("Dispute") arising out of or relating to this Contract, including the breach, termination or validity hereof, promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Contract. To initiate a negotiation, a party will give the other party written notice ("Notice of Negotiation") of any Dispute not resolved in the normal course of business. Within 15 days after delivery of the Notice of Negotiation, the executives of both parties will meet at a mutually acceptable time and place (or telephonically or by means of video meeting), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. The parties further agree that all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

21.3 If a Dispute has not been resolved by negotiation as provided in Section 21.2 within 15 days after delivery of the applicable Notice of Negotiation, or if the parties fail to meet within 15 days after delivery of the applicable Notice of Negotiation, either of the parties may, upon mutual written agreement, choose to settle the dispute by confidential mediation conducted by an agreed-to neutral third-party mediator.

21.4 Any Dispute not resolved within 30 days after issuance of the applicable Notice of Negotiation will be finally resolved by confidential binding arbitration in accordance with this paragraph unless the parties agree in writing to endeavor to settle the dispute by mediation in accordance with Section 21.3, in which case any such arbitration will not commence until 15 days after the completion or termination by either party of mediation efforts. Any such arbitration will be before a three-person American Arbitration Association ("AAA") arbitration panel and in accordance with the rules and procedures then in effect of the AAA. The place of arbitration will be Milwaukee, Wisconsin. The parties irrevocably consent to such jurisdiction for purposes of said arbitration, and judgment may be entered thereon in any state or federal court in the same manner as if the parties were residents of the state or federal district in which said judgment is sought to be entered.

21.5 If any Dispute entails a matter that will cause either party irreparable damage for which recovery of money damages would be inadequate, the parties will not be required to comply with Sections 21.2 - 21.4 and either party may seek immediate equitable relief without the necessity of posting a bond in any state or federal court located in Milwaukee County, Wisconsin.

### **22. MISCELLANEOUS PROVISIONS**

22.1. No variation, supplement or amendment to the Contract will be effective unless made in writing and signed by authorized representatives of Supplier and Molson Coors.

22.2. Any formal notice required to be given under the Contract must be in writing and must be delivered personally, or sent by certified or registered mail or by a nationally recognized commercial overnight courier, to the party required to receive the notice. Notices will be delivered or sent to the last known address of the intended recipient party. A notice will be deemed to have been duly received: (i) if delivered personally, upon delivery; (ii) if sent by certified or registered mail, on the third Business Day after mailing; or (iii) if sent by nationally recognized commercial overnight courier, on the first Business Day after sending. Delivery by email or facsimile will not suffice to effect notice.

22.3. A failure to exercise, or delay in exercising a right, power or remedy provided to Molson Coors by these Conditions or by law does not constitute a waiver of that, or any other, right, power or remedy and will not (and nor will any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.

22.4. Supplier will represent itself only as an independent contractor unrelated to Molson Coors or its subsidiaries or affiliates. Nothing in the Contract is intended to create a relationship, express or implied, of employer-employee, principal-agent or partnership between Molson Coors and Supplier. Supplier will not have and will not represent itself as having any authority to make contracts in the name of or on behalf of Molson Coors in any way.

22.5. Any member of the Molson Coors Group may enjoy the benefit of and enforce the provisions of the Contract as if it were Molson Coors. Notwithstanding the foregoing, the provisions of the Contract may be enforced only by a party to it. The Contract is not enforceable against or binding upon any entity that makes up the Molson Coors Group, other than Molson Coors as defined herein.

22.6. If any of these Conditions is or becomes illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not affect the other Conditions, which will remain in full force and effect.

22.7. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the contract.