FRAMEWORK TRANSPORT SERVICES SUPPLY AGREEMENT

This framework transport services supply agreement (including the Schedules) (**Agreement**) sets out the terms and conditions under which Carrier shall supply the Services to Customer and those companies within the scope of this Agreement (as set out in Schedule 7 and as the same may be amended from time to time by Customer giving written notice to Carrier) and that have appointed Customer as their contract negotiation agent (**Receiving Companies**). Words highlighted in **bold** in the table below are definitions. Further definitions are set out in Schedule 1.

Parties				
Customer:	CARLSBERG SUPPLY COMPANY AG , with registered address at Spinnereistrasse 2, CH-8866 Ziegelbrücke, Switzerland and company number CHE-114.465.127			
Carrier:	INSERT NAME OF CARRIER, with registered address at insert address and company number insert company number			
Term				
Commencement Date:	01.01.2024			
Expiry Date:	31.12.2024			
Supply				
Services:	Cross border transportation services, as described in more detail in the operational manual in Schedule 2 (Operational Manual) and the lane remarks in Schedule 3 (Lane Remarks)			
Liability Cap (Clause 9.9):	The greater of EUR 1,000,000 and an amount equal to the aggregate of the Charges paid to Carrier's Group under this Agreement in the 12 (twelve) months prior to the date of the event giving rise to the claim			
Charges and Payment				
Charges:	The charges for the Services, as set out in Schedule 4			
Payment Terms (Clause 8.2):	93 (ninety three) days from the end of the month in which the relevant invoice is dated (unless otherwise specified in Schedule 4)			
General				
Category Manager (Clause 2.3.3):	Customer's at any point in time appointed manager of the category of services to which the Services belong. At the time of signing this Agreement, the Category Manager is Mikael Nielsen			
	e-mail: mikael.nielsen@carlsberg.com			

SCHE	SCHEDULES			
1.	Definitions			
2.	Operational Manual			
3.	Lane Remarks			
4.	Charges			
5.	Carlsberg Technical Requirements Raw Packaging and Finished Goods			
6.	Carlsberg Technical Requirements Bulk Transport Container			
7.	Receiving Companies			
8.	Invoicing Instructions			

THIS AGREEMENT IS SIGNED ON BEHALF OF:

CARLSBERG SUPPLY COMPANY AG

Name: Dan Michalek	Name: Remo Venturini
Title: Category Director 3PP, 3PL, 3PM	Title: Senior Director Customer SC WE
Date:	Date:
INSERT NAME OF CARRIER	
Name:	Name:
Title:	Title:
Date:	Date:

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1. TERM

- 1.1 This Agreement will begin on the Commencement Date and, unless extended or terminated earlier in accordance with the express provisions of this Agreement, will expire automatically on the Expiry Date without any further action being required by the Parties.
- 1.2 Notwithstanding Clause 1.1, Customer may prolong this Agreement for an additional 12 (twelve) month period by an agreement in writing with Carrier.

2. PURPOSE AND SCOPE

- 2.1 This Agreement sets out the terms and conditions agreed between Carrier and Customer pursuant to which Carrier shall supply the Services to Customer and the Receiving Companies.
- 2.2 The Receiving Companies shall have the same rights under this Agreement to place Transport Orders as Customer and following acceptance by Carrier in accordance with the Operational Manual of a Transport Order submitted by or on behalf of the relevant Receiving Company (**Ordering Company**), each such Transport Order shall constitute a separate agreement between Carrier and the Ordering Company for the supply of the Services set out in such Transport Order to the Ordering Company (a **Purchase Contract**), which Purchase Contract shall incorporate the terms of this Agreement relevant to the supply of and invoicing for the Services, and the receipt of and payment for such Services, except that any reference to Customer in any such terms (including in the Operational Manual) shall in the Purchase Contract be construed as a reference to the Ordering Company. In connection with its Purchase Contracts, the Ordering Company shall be solely liable for the fulfilment of its obligations towards Carrier.
- 2.3 Carrier expressly acknowledges that this Agreement is for the benefit of Customer and the Receiving Companies. Accordingly:
 - 2.3.1 Customer may exercise on behalf of the Receiving Companies any rights and remedies a Receiving Company may have under a Purchase Contract or at law;
 - 2.3.2 Carrier shall deal solely with Customer (acting as agent for the Receiving Companies) in relation to the following matters:
 - 2.3.2.1 managing the performance of Carrier's and the Receiving Companies' respective obligations;
 - 2.3.2.2 addressing and resolving any material issues that arise; and
 - 2.3.2.3 discussing and agreeing variations to, or termination of, a Purchase Contract (without requiring the prior consent of the relevant Receiving Company); and
 - 2.3.3 Carrier shall keep Customer informed, via the Category Manager, of any material issues arising in connection with a Purchase Contract.
- 2.4 Carrier is not an exclusive supplier of the Services and neither Customer nor the Receiving Companies shall have any obligation to purchase any Services from Carrier.
- 2.5 Nothing in this Agreement shall be deemed to override the application of any mandatorily applicable international convention, directly or as enacted under the relevant governing law,

including the Convention on the Contract for the International Carriage of Goods by Road (**Mandatory Convention**). In the event of any inconsistency between the provisions of this Agreement, the Operational Manual and any Mandatory Convention, the following priority will apply to the extent of the inconsistency:

- 2.5.1 any applicable provision of any relevant Mandatory Convention;
- 2.5.2 the main body of this Agreement;
- 2.5.3 the Operational Manual;
- 2.5.4 a Transport Order, unless the Transport Order specifically identifies the terms of this Agreement that it is superseding.

3. SERVICE PROVISION

- 3.1 The Services will be called off by Customer submitting Transport Orders.
- 3.2 Carrier shall provide the Services to Customer from the date specified in the relevant Transport Order in accordance with the terms and conditions of this Agreement.
- 3.3 Carrier warrants that it has, and shall maintain in force for the Term, all licences, permissions, authorisations, consents and permits needed to supply the Services in accordance with this Agreement and Carrier shall provide a copy of any such licence, permission, authorisation, consent or permit on Customer's request.

4. CARRIER'S OBLIGATIONS

- 4.1 Carrier shall:
 - 4.1.1 in all matters relating to the Services: reasonably co-operate with, comply with all reasonable instructions of, and attend (and procure that any sub-contractors attend) any relevant induction or other training programs required by, Customer;
 - 4.1.2 assign to the performance of the Services personnel (and sub-contractors):
 - 4.1.2.1 who are suitably skilled, experienced, qualified and appropriately trained to carry out the Services; and
 - 4.1.2.2 in sufficient number to ensure that Carrier's obligations are fulfilled in accordance with this Agreement;
 - 4.1.3 observe all: health and safety rules and regulations; food safety, quality and hygiene requirements; and any other security requirements that apply at Customer's premises including those in: (i) the Operational Manual; and (ii) the Carlsberg Group Health and Safety Requirements, the latest version of which is available at https://www.carlsberggroup.com/who-we-are/about-the-carlsberggroup/integrated-supply-chain/; if Carrier breaches any such requirements, it will be deemed to be a material breach and Customer may terminate the Agreement pursuant to Clause 14.2.1;
 - 4.1.4 co-operate with any representatives of Customer in defining and implementing safe ways of working and controls (including relating to food safety, quality and

hygiene) and shall follow all reasonable instructions of Customer in connection with the same;

- 4.1.5 co-operate with such third parties as Customer may from time to time nominate for the purposes of performing the Services, and shall work with Customer's nominated suppliers efficiently and in good faith, and in accordance with any specific guidelines issued by Customer from time to time;
- 4.1.6 not do or omit to do anything which may cause Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business or which otherwise adversely affects Customer or its Group's reputation; and
- 4.1.7 comply with any additional responsibilities or obligations set out in the Schedules (including the Operational Manual).
- 4.2 Carrier shall meet any performance/delivery dates for the performance of the Services specified in this Agreement (including the Operational Manual).
- 4.3 Carrier shall meet or exceed the KPI Targets (if any). If at any time Carrier does not achieve any KPI Target, Customer may increase the extent to which it monitors compliance with the KPI Targets and Carrier shall, at its cost, cooperate with Customer in relation to any such monitoring.
- 4.4 Carrier shall report to Customer on its performance against any KPI Targets in accordance with the requirements detailed in the Operational Manual.
- 4.5 Carrier shall notify Customer as soon as it is aware of any matter likely to affect the delivery of the Services (including achievement of any KPI Targets) and shall:
 - 4.5.1 arrange all such additional resources as are necessary and take all necessary remedial action to correct such issue as soon as reasonably practicable thereafter and at no additional charge to Customer; and
 - 4.5.2 provide Customer with reasonable evidence that such issue will not recur.

5. CUSTOMER'S OBLIGATIONS

- 5.1 Customer shall:
 - 5.1.1 provide reasonable co-operation to Carrier in all matters relating to the Services;
 - 5.1.2 provide such information as Carrier may reasonably request, and Customer considers reasonably necessary, in order to carry out the Services in a timely manner; and
 - 5.1.3 comply with any additional responsibilities or obligations set out in the Schedules.

6. QUALITY AND REMEDIES

6.1 Carrier shall:

- 6.1.1 perform the Services with reasonable care, skill and diligence, in accordance with good practice in Carrier's industry, profession or trade;
- ensure that the Services conform with all Applicable Laws, and all descriptions and specifications set out in this Agreement including the Operational Manual and Lane Remarks;
- 6.1.3 ensure that any equipment, goods and materials used by Carrier in the performance of the Services are properly serviced and maintained by Carrier and at all times kept in a condition so as to enable Carrier to fully comply with its obligations under this Agreement; and
- 6.1.4 where it provides any advice to Customer, use all reasonable skill and care, including making all reasonable enquiries, prior to making any recommendations, and give its advice impartially, independently and in the best interests of Customer.
- 6.2 If a Service does not comply with this Agreement, the following procedure applies:
 - 6.2.1 Customer shall notify Carrier with reasonable details of why the Service is non-compliant; and
 - 6.2.2 Carrier shall, promptly (and in any event within 14 (fourteen) days) and at its own cost, correct any non-compliance until the Service is in compliance with this Agreement.
- 6.3 The terms of this Agreement will extend to any substitute or remedial services provided by Carrier.
- 6.4 If Carrier, in Customer's reasonable opinion, cannot or will not provide a Service in accordance with this Agreement, and provided that Carrier has been given an opportunity to correct the non-compliance under Clause 6.2.2, Customer may exercise one or more of the following rights:
 - 6.4.1 refuse to accept any subsequent performance of the Services which Carrier attempts to make;
 - 6.4.2 recover from Carrier any costs reasonably incurred by Customer in obtaining substitute services from a third party;
 - 6.4.3 where Customer has paid in advance for Services that have not been provided by Carrier, have such sums refunded by Carrier on demand;
 - 6.4.4 recover from Carrier any fines or similar payments Customer has to make to any of its customers as a direct result of such defective Services; and
 - 6.4.5 terminate the Agreement in whole, or any relevant Transport Orders, with immediate effect by giving written notice, and without liability, to Carrier.

7. CHARGES

7.1 In consideration of the provision of the Services by Carrier, Customer shall pay the Charges set out in Schedule 4, which shall be effective for the Term of this Agreement.

- 7.2 Except in respect of the fuel cost adjustment detailed in the Operational Manual, no adjustments will be made to the Charges to take account of exchange rate fluctuations or indexation.
- 7.3 All sums payable under this Agreement are (unless otherwise stated) exclusive of any indirect taxes in the home country of Customer e.g., sales taxes, turnover taxes, duties or similar transactional expenses and value added tax (VAT) but inclusive of all other taxes including government levies, duties, surcharges, personal taxes, corporate income taxes and withholding taxes. Customer shall, on receipt of a valid VAT invoice from Carrier, pay to Carrier such additional amounts as are due in respect of VAT.
- 7.4 If VAT is found to have been charged in error, Carrier shall promptly issue a valid VAT credit note or amended VAT invoice, correcting the VAT amount.

8. PAYMENT

- 8.1 Carrier shall submit invoices for the Charges in accordance with the Operational Manual and the relevant invoicing instructions available at https://www.carlsberggroup.com/who-we-are/about-the-carlsberg-group/integrated-supply-chain/ (and which Carrier hereby confirms it has read and accepts), or other invoicing instructions as directed by Customer, and in any event not prior to, but within 90 (ninety) days of, the date of performance of the relevant Services.
- 8.2 Customer shall pay each invoice issued by Carrier within the Payment Terms. For the avoidance of doubt, Customer is not obliged to pay invoices that: (i) do not comply with Clause 8.1; (ii) are not in the correct format; (iii) for incomplete or delayed supplies of Services; or (iv) for Services that do not otherwise comply with this Agreement.
- 8.3 Customer is not obliged to pay any sum (or interest on such sum) that it disputes in good faith until such sum has been agreed in writing or determined to be properly due to Carrier. Customer shall pay the undisputed element of the relevant invoice and notify Carrier of its reasons for disputing the amount.
- 8.4 Without prejudice to its other rights, Carrier waives (and shall procure that any sub-contractors waive) all or any liens, encumbrances or rights which it might have or acquire during the continuance of this Agreement over any property of Customer or their suppliers from time to time in Carrier's possession pursuant to this Agreement, and undertakes to permit collection by Customer or their agents (as required) on reasonable notice of any or all such property.

9. LIABILITY AND LIMITATION

- 9.1 Each Receiving Company is solely liable for the fulfilment of its obligations towards Carrier in connection with this Agreement and the Receiving Companies are not jointly liable towards Carrier.
- 9.2 Customer is not liable for any act or omission of a Receiving Company and nothing in this Agreement will be construed as a guarantee or indemnity granted by Customer to Carrier in connection with the fulfilment of any Receiving Company's obligations under a Purchase Contract.
- 9.3 Subject to Clause 2.5, nothing in this Agreement shall exclude or limit either Party's liability for: (i) fraud, willful default, gross negligence, death or personal injury caused by its

- negligence; (ii) any breach of any terms or implied obligations as to title; or (iii) any liability which cannot be excluded or limited by law.
- 9.4 Subject to Clause 2.5, Carrier shall be liable for all direct loss or damage incurred or suffered by Customer, a Receiving Company or any other company in Customer's Group as a result of a breach by Carrier of this Agreement. Customer may recover any Loss suffered by any Receiving Company or other member of its Group as a result of any breach of this Agreement by Carrier as if such Loss had been suffered by Customer.
- 9.5 Subject to Clauses 9.3, 9.6 and 9.8, neither Party will have any liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any indirect or consequential loss or damage howsoever caused and whether such loss or damage was foreseeable or in the contemplation of the Parties.
- 9.6 Subject to Clause 2.5 and notwithstanding Clause 9.5, the Parties have agreed that Customer shall in any event be entitled to recover from Carrier all Losses resulting from a product recall to the extent that it arises in connection with the supply by Carrier of defective Services (all of which will be deemed direct Losses): (i) the value of the liquid and the packaging which shall be equal to the sales price refunded by Customer to its customers (for finished products) or equal to Customer's cost of goods sold (for semi-finished products and finished products not yet sold); (ii) the cost of transportation of the products back to a company in Customer's Group and/or to the location where the products will be scrapped; (iii) the cost of storing and scrapping the liquid and packaging; (iv) applicable alcohol taxes that could not be re-claimed from the authorities; (v) fines and fees; (vi) the cost of providing information to the public about the recall; and (vii) reasonable legal costs and similar.
- 9.7 Notwithstanding Clause 9.5, Carrier shall indemnify Customer and its Group against all Losses suffered or incurred by them arising out of or in connection with any (actual or threatened) claim made against them by a third party for death, personal injury or damage to property arising from the supply by Carrier of Services that do not comply with the requirements set out in this Agreement.
- 9.8 Notwithstanding Clause 9.5, each Party shall indemnify the other and its Group against all Losses suffered or incurred by them arising out of or in connection with any breach by that Party of Clause 15.
- 9.9 Subject to Clauses 2.5, 9.3, 9.5 and 9.10, Carrier's liability under this Agreement, each calendar year, shall not exceed the greater of:
 - 9.9.1 the aggregate amount of insurance cover that Carrier is obliged to take out under this Agreement where such insurance covers the liability in question (or would have covered it had it been taken out in accordance with the provisions of this Agreement); and
 - 9.9.2 the Liability Cap.
- 9.10 The cap on Carrier's liability referred to in Clause 9.9 shall not apply to any amounts claimed, awarded or agreed to be paid under Clause 9.7 or 9.8.
- 9.11 Subject to Clauses 2.5, 9.3, 9.5 and 9.8, Customer's liability under this Agreement per calendar year shall not exceed the Liability Cap.

10. FORCE MAJEURE

10.1 If either Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be liable for any failure or delay in the performance of that obligation. Unless otherwise stated in this Agreement, the time for performance of such obligation will be extended accordingly.

10.2 The Affected Party shall:

- as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations; and
- 10.2.2 use all reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 10.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of any of its obligations for a continuous period of more than 30 (thirty) days, the other Party may terminate this Agreement by giving 30 (thirty) days written notice to the Affected Party.

11. CONFIDENTIALITY

- 11.1 Recipient undertakes at all times (during and after the performance of this Agreement):
 - 11.1.1 to keep secret and confidential the Confidential Information and not to, directly or indirectly, use, copy or disclose, or authorize or permit the use, copying or disclosure of the same or any part thereof except in accordance with this Clause 11; and
 - to use the Confidential Information solely in connection with, and to the extent necessary for, the fulfilment of its obligations under, or receipt of the benefit of, this Agreement and not to use or exploit the Confidential Information in any other way whatsoever.
- 11.2 Recipient may disclose the Confidential Information:
 - only to those of its Representatives that need to know it for the proper fulfilment of its obligations under, or receipt of the benefit of, this Agreement, provided always Recipient ensures its Representatives are bound by confidentiality obligations equivalent to those set out in this Agreement; and
 - to the minimum extent required by the laws or regulations of any country with jurisdiction over Recipient, an order of any court or ruling body of competent jurisdiction, or the rules of any applicable stock exchange. In such circumstances, Recipient shall, as soon as possible and to the extent legally permitted, furnish Provider with full details of the disclosure that will be or has been made and cooperate with any reasonable attempt by Provider to oppose or restrict the disclosure.
- 11.3 Recipient shall, immediately upon becoming aware of the same, give notice to Provider of any unauthorized disclosure, misuse, theft or other loss of Provider's Confidential Information, whether inadvertent or otherwise.

- 11.4 The confidentiality obligations in this Agreement shall not apply to any Confidential Information that Recipient can demonstrate, to the reasonable satisfaction of Provider, is:
 - in the public domain other than as a result of a breach of this Agreement by Recipient or its Representatives;
 - lawfully in Recipient's possession and was made available to Recipient by an independent third party who was not bound by an obligation of confidentiality to Provider in relation to that information;
 - already known to Recipient prior to receiving it pursuant to this Agreement, as evidenced by Recipient's prior written records; or
 - subsequently developed by or for Recipient independently of the Confidential Information received pursuant to this Agreement.
- 11.5 Upon request from Provider, or upon expiry or termination of this Agreement, Recipient shall destroy and erase, to the extent reasonably possible, from its and its Representatives' computers and devices, all Confidential Information (including all documents containing, reflecting or generated from any Confidential Information) then in its possession or control. Recipient may retain one copy of Provider's Confidential Information only to the extent necessary to comply with Applicable Laws, for its internal record keeping purposes or to enforce its rights under this Agreement. The provisions of this Agreement will continue to apply to any documents and materials retained by Recipient pursuant to this Clause.
- 11.6 Carrier undertakes (except as may be required by law) not to disclose that Customer or any other member of Customer's Group, is a customer or client of Carrier. Neither Party shall use the name or brand, or any part thereof, of the other Party or its Affiliates in any promotion, marketing, announcement, or otherwise, without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed).

12. INSURANCE

- 12.1 Carrier shall, during the Term and for a period of 3 (three) years thereafter, maintain in force with reputable insurance companies (with a financial rating of at least Standard & Poor's BBB or an equivalent) adequate worldwide insurance to cover Carrier's potential liability under this Agreement with the following minimum coverage:
 - 12.1.1 general liability insurance with a minimum coverage of EUR1,000,000 (one million) per claim in respect of death or bodily injury, illness or disease contacted by any person, or loss of or damage to tangible property in connection with the Services; and
 - 12.1.2 freight forwarder liability insurance or carrier liability insurance with a minimum coverage of EUR500,000 per event, covering Carrier's liability in relation to goods in transit (including marine and rail transport, as appropriate) at warehouses, and between warehouse premises or between collection and dropoff points.
- 12.2 Carrier shall ensure that any sub-contractors also maintain adequate insurance having regard to Carrier's obligations under this Agreement.
- 12.3 Promptly after signing this Agreement and thereafter, on Customer's reasonable request, Carrier shall forward a copy of its certificate of insurance regarding its insurance policies to

Customer and promptly inform Customer of any material changes or cancellations. A certificate must, as a minimum, list the insurance company, duration, geo-scope, insurance types and amounts insured.

12.4 Carrier's liability under this Agreement will not be released or limited by Carrier taking out the insurance policies referred to in this Clause 12.

13. RECORDS AND AUDITS

- 13.1 Carrier shall maintain during the Term and for a reasonable period thereafter full and accurate books and records relating to its performance of this Agreement and all sums paid or payable under it.
- At the reasonable request of Customer, Carrier shall allow Customer or their Representative (Auditing Party) access to its premises upon reasonable prior notice to enable the Auditing Party to: (i) audit the books and records referred to in Clause 13.1 and take copies; (ii) review the processes, procedures or control mechanisms which underlie or are involved with Carrier's performance of its obligations under this Agreement; and (iii) audit Carrier's compliance with the Carlsberg Group's Supplier and Licensee Code of Conduct, provided that where such audit relates solely to any financial or accounting matters referred to in (i), the Auditing Party will be an independent, international accounting firm, to be appointed by Customer. Customer will ensure that any third party Representative conducting an audit will be obliged to sign an appropriate non-disclosure agreement or be bound by corresponding professional confidentiality obligations.
- 13.3 Carrier shall give the Auditing Party access to all relevant records and materials, and such other assistance, as may be reasonably requested by the Auditing Party for the purposes of carrying out an audit (subject to Carrier's right to redact such records and materials as reasonably necessary to protect the confidentiality of any information that is not related to this Agreement).
- 13.4 Carrier shall use reasonable endeavors to ensure that any third party engaged by it in connection with this Agreement will also keep full and accurate books and records, and will grant and allow the same right of access and accept the same obligations to provide information and assistance as are granted, allowed and accepted by Carrier under this Clause 13.
- 13.5 Any audit by or on behalf of Customer will be undertaken at its cost save where such audit reveals a material discrepancy or material non-compliance (such as an overcharge exceeding 5% of the value of the relevant Transport Orders) in which case Carrier shall cover Customer's reasonable costs.
- 13.6 Should any audit reveal that Customer has been overcharged, Carrier shall promptly reimburse Customer for the amount of any overcharge on demand.
- 13.7 Customer shall review the findings of any audit and if it deems that further action is warranted, Customer and the Carrier will agree in good faith on a remedial plan and a timetable for achievement of improvements. Carrier shall implement the agreed remedial plan at its own cost, and confirm its completion to, and allow a further audit to be conducted by, Customer. Without prejudice to any other rights or remedies of Customer, such process will be repeated until Customer, acting reasonably, is satisfied that the identified problems have been resolved.

14. TERMINATION

- 14.1 Customer may terminate this Agreement, or one or more Transport Orders, in accordance with Clause 6.4.4 or Clause 7.1.
- 14.2 A Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
 - the other Party commits a material breach of this Agreement which is irremediable or if such breach is remediable fails to remedy that breach within a period of 30 (thirty) days after being notified in writing to do so;
 - 14.2.2 the other Party is subject to an Insolvency Event; or
 - the terminating Party determines in good faith that the other Party has breached Clause 15.
- 14.3 Customer may terminate this Agreement by giving written notice to Carrier in accordance with the Operational Manual if Carrier's performance falls below certain thresholds as measured against the KPI Targets.
- 14.4 Termination of this Agreement will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination and which existed at or before the date of termination.
- On expiry or termination of this Agreement for any reason, Carrier shall, in good faith, assist in and enable a smooth hand over of the provision of the Services or services similar to the Services to Customer or any new carrier, as directed by Customer including by allowing Customer to collect any Products still in the custody of Carrier provided that Customer shall give Carrier at least 24 hours written notice of the intention to collect such Products; Carrier shall, at its cost, package and otherwise make such Products ready for collection.
- On expiry of this Agreement or on termination of this Agreement pursuant to Clause 14.1 or 14.2, any Transport Orders in place at such time will continue (and the terms of this Agreement will survive and continue to apply to such Transport Orders until each such Transport Order expires or is terminated), unless otherwise directed by Customer in writing.

15. COMPLIANCE

- 15.1 Each Party warrants and represents that it has knowledge of anti-corruption, competition, data protection and trade sanctions laws, and that applicable measures are in place (e.g. comprehensive training), to secure that Party's compliance with such laws.
- 15.2 In connection with this Agreement, a Party shall not, and shall procure that its Representatives will not give, offer, promise to give or authorize, directly or indirectly, any financial or other advantage to another person in violation of, or that would cause the other Party or its Representatives to be in violation of, any applicable foreign or domestic anti-bribery and corruption laws.
- 15.3 Carrier shall at all times comply with the Carlsberg Group's Supplier and Licensee Code of Conduct from time to time in force, the latest version of which is available at https://www.carlsberggroup.com/who-we-are/about-the-carlsberg-group/integrated-supply-chain/ and which Carrier hereby confirms it has read and accepts.

- 15.4 In connection with this Agreement, each Party confirms that it has not engaged, nor will it engage, in price fixing, bid rigging, market sharing, output restriction, illegal price information exchange agreements or other behavior that breaches applicable competition laws.
- 15.5 In connection with this Agreement, each Party will comply with all applicable sanctions, import, re-import, export, and re-export control laws, including those administered and enforced by the United States, the United Nations, the European Union, His Majesty's Treasury and/or any other sanctions or export control authority (Sanctions) and neither Party will be required to undertake any activity pursuant to this Agreement that would violate any Sanctions. Further, Customer may, without incurring any liability to Carrier, terminate this Agreement with immediate effect if: (i) any provision of this Agreement at any point violates, or is deemed to violate Sanctions; (ii) Sanctions make the performance of this Agreement commercially unreasonable; or (iii) Carrier, or any of its directors, employees, shareholders, affiliated companies or sub-contractors, become subject to Sanctions or breach any Sanctions.
- 15.6 Neither Party will be required to undertake any activity pursuant to this Agreement that would violate any Applicable Laws.

16. DATA PROTECTION

16.1 Customer collects and processes contact details, transaction history, payment details, employment information and other necessary personal data, about Carrier and its personnel, in order to enter into and fulfil contracts, as well as for legitimate business purposes, including to maintain the business relationship, to facilitate the provision of the agreed products or services, to settle payments, to conduct certain checks for anti-fraud or other reasons, for auditing purposes and for internal evaluation. To fulfil these purposes, Carrier's data may be shared with other members of Customer's Group, service providers, suppliers or business partners within and outside the EU/EEA. Carrier's data will be treated as confidential, protected by appropriate security measures, and retained only for so long as the law allows, after which time it will be deleted. Customer's privacy policy can be found at https://carlsberggroup.com/privacy-policy. At any time, Carrier may request further information about the processing of its personal data and ask that it be corrected, deleted or restricted in processing. To do so, please contact privacy@carlsberg.com. If Carrier has any complaints about Customer's processing of its personal data, Carrier should contact Customer before contacting its data protection authority.

17. ASSIGNMENT

- 17.1 Except as otherwise set out in this Agreement, neither Party shall assign, novate, sub-licence, mortgage or otherwise transfer in whole or in part any of its rights and/or obligations under this Agreement without the prior written consent of the other Party.
- 17.2 Customer may assign, novate, sub-license, mortgage or otherwise transfer in whole or in part any of its rights and/or obligations under this Agreement to another member of its Group.

18. SUB-CONTRACTING

18.1 Carrier may sub-contract the performance of any of its obligations under this Agreement without the prior written consent of Customer.

18.2 Carrier remains responsible to Customer for the performance and observance of all its obligations under this Agreement and for the consequences of any acts or omissions of its sub-contractors arising in connection with this Agreement.

19. GOVERNING LAW

19.1 This Agreement and all non-contractual obligations arising from or connected with this Agreement will be governed by and construed in accordance with Swiss law.

20. VENUE

20.1 The Parties submit to the exclusive jurisdiction of the courts in the Canton of Zurich, Switzerland to resolve any disputes, save that the Parties shall be entitled to commence injunctive or enforcement proceedings in any court of competent jurisdiction.

21. GENERAL

- 21.1 The terms set out or referred to in this Agreement will apply to the exclusion of any other terms that Carrier seeks to impose or incorporate. No terms delivered with or contained in Carrier's quotation, acceptance of order, invoice or other document will form part of this Agreement.
- 21.2 **Survival**: The expiry or termination of this Agreement for any reason, will not affect the coming into force or the continuation in force of any of its provisions which expressly or by implication are intended to come into force or to continue in force thereafter.
- 21.3 No Partnership or Agency: No provision of this Agreement creates a partnership between the Parties or makes a Party the agent of the other Party for any purpose. A Party has no authority to bind, contract in the name of or create a liability for the other Party in any way or for any purpose and neither Party shall hold itself out as having authority to do the same. Carrier acts in all its contracts as a principal at law and will not be entitled to enter into any contract or commitment, whether actual or contingent, in the name of, or on behalf of Customer, other than any such commitments as are expressly authorized under the terms of this Agreement or otherwise by Customer in writing.
- 21.4 **Language**: This Agreement is drafted in English. If this Agreement is translated into any other language, the English language version will prevail.
- 21.5 **Counterparts**: This Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same Agreement.
- 21.6 **Further Assurance**: The Parties shall execute and deliver all such further documents, and take all such further actions, as may be reasonably required to give full effect to the matters and transactions contemplated by this Agreement.
- 21.7 **Waiver**: The failure of either Party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement will not constitute a waiver of such term or right and will in no way affect that Party's right later to enforce or to exercise it. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing.
- 21.8 **Variations**: The Parties may vary this Agreement, including the Lane Remarks and the Operational Manual, by agreement in writing.

- 21.9 **Rights and Remedies**: Each right and remedy of the Parties and the Receiving Companies under this Agreement is without prejudice, and in addition to, any rights or remedies under this Agreement or at law.
- 21.10 **Entire Agreement**: This Agreement contains all the terms agreed between the Parties regarding its subject matter and supersedes and replaces any prior agreement, understanding or arrangement between them, whether oral or in writing. The Parties acknowledge and agree that this Agreement will exclusively govern any orders for transportation services already placed by Customer or a Receiving Company with Carrier but not delivered as at the date of this Agreement.
- 21.11 **Severability**: Each provision of this Agreement is severable and distinct from the others.
- 21.12 **Third Party Rights**: Except as otherwise set out in this Agreement, no rights will be conferred by this Agreement on any person other than the Parties, and no person other than the Parties will have any right to enforce any term of this Agreement.
- 21.13 **Notices**: All notices and other communications required to be given under this Agreement must be in writing and may be delivered by email, provided that any notice given pursuant to the termination, variation, or waiver clauses of this Agreement is only valid if delivered by hand, registered post (or similar) or courier to the intended recipient's registered office or principal place of business, and delivered FAO: General Counsel. Any such notice will be deemed to be received on delivery if delivered by hand or courier, or three days after dispatch if sent by registered post (or similar).

SCHEDULE 1

DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, all capitalized terms have the following meanings:

Affiliate means, with respect to a legal entity, any other legal entity which is from time to time a Subsidiary or Holding Company of that entity or a Subsidiary or Holding Company of any such Holding Company;

Applicable Laws means any applicable law, statute, treaty, rule, regulation, code or other pronouncement having the effect of law, including relating to: (i) anti-bribery and corruption; (ii) data protection; (iii) competition; and (iv) trade sanctions, and including those of the countries, states and localities in which the relevant Party operates;

Confidential Information means:

- (a) any information or data of a sensitive and/or confidential nature (including any personal data within the meaning of any applicable law), in any form and via any medium, concerning Provider and any entity in its Group, and their respective businesses (including employees, suppliers and customers) that is disclosed or made available directly or indirectly to Recipient or its Representatives, whether on or after the date of this Agreement and which is marked or classified as "Confidential" (or similar) or which would reasonably be considered to be confidential in the relevant circumstances;
- (b) information contained in a pending, non-published patent application of Customer;
- (c) notes, reviews, analyses, reports and any other information derived from any of the information described in this definition;
- (d) know-how and trade secrets (as defined in accordance with EU Directive 2016/943);and
- (e) this Agreement;

Control means, in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

- (a) by means of the holding of shares, or the exercise of voting powers, in relation to that or any other body corporate; or
- (b) by virtue of any powers conferred by the constitutional or corporate documents regulating that or any other body corporate or any other document;

Force Majeure Event means the following, to the extent that they are outside the Affected Party's control and are not reasonably foreseeable and cannot reasonably be avoided or overcome by the Affected Party: (i) acts of God, floods and natural disasters; (ii) trade sanctions; (iii) acts of terrorism; (iv) general strikes, lock-outs and labour disputes (excluding a strike, lock-out or labour dispute or any industrial action by the employees of Carrier or a subcontractor of Carrier); and (v) civil commotion, riots and acts of war;

Group means the relevant Party and its Affiliates;

Holding Company means a company which Controls another company;

Insolvency Event means Customer or Carrier: (i) ceasing or threatening to cease to trade (either in whole, or as to any part or division involved in the performance of this Agreement); (ii) becoming or being deemed insolvent; (iii) being unable to pay its debts as they fall due; (iv) having a receiver, administrative receiver, administrator or manager appointed over the whole or any part of it or its assets or business; (v) making any composition or arrangement with its creditors or having an order or resolution made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction); or (vi) taking or suffering any similar or analogous procedure, action or event in consequence of debt in any jurisdiction;

KPI Targets means the KPI targets (if any) set out in the Operational Manual;

Losses means all losses, liabilities, fines, charges, damages, actions, costs, fees and expenses, and interest and penalties;

Provider means a Party who discloses or makes available Confidential Information to Recipient;

Recipient means a Party who receives or obtains Confidential Information;

Representatives means, in respect of a Party, an Affiliate and any officer, director, employee, consultant, agent, sub-contractor, or any other party acting on behalf of such Party or its Affiliate;

Subsidiary means a company in respect of which another company has Control;

Transport Order means an order for the Services placed by Customer in accordance with the ordering process detailed in the Operational Manual.

1.2 In this Agreement: (i) unless otherwise stated any reference to writing or written includes email but not fax; (ii) references to include and including (or any similar term) will be construed without limitation; (iii) general words will not be given a restrictive meaning because they are preceded or followed by words indicating a particular class of acts, matters or things; and (iv) references to Clauses and Schedules are references to clauses of and schedules to this Agreement and references to Paragraphs are to paragraphs in the Schedules.

SCHEDULE 2

OPERATIONAL MANUAL



Operational Manual for Carriers

Carlsberg Supply Company AG

Version: 01.09.2023

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Definitions

Defined terms in this Operational Manual have the meaning given to them in the Supply Agreement unless otherwise set out herein. In addition, in this Operational Manual, unless the context otherwise requires, the following capitalised terms have the below meanings.

Affiliate means, with respect to a legal entity, any other legal entity which is from time to time a subsidiary or holding company of that entity or a subsidiary or holding company of any such holding company.

Carlsberg Group means CSC and its Affiliates.

Carlsberg Group Invoicing Requirements means the invoicing requirements set out in Schedule 8 of the Supply Agreement.

Charging Schedule means Schedule 4 of the Supply Agreement.

CMR document means the consignment note or other similar document.

CSC means Carlsberg Supply Company AG, Spinnereistrasse 2, CH-8866 Ziegelbrücke, Switzerland.

Customer Transport Control Tower or **TCT** means a department of CSC responsible for co-operating with Carriers on CSC's behalf.

Lane means a route assigned to the Carrier as set out in the Supply Agreement.

Lane Remarks means the remarks relating to each Lane set out in Schedule 3 of the Supply Agreement, including details such as equipment type, loading and unloading instructions, requirements for securing loads, slot booking principles, custom clearance requirements etc.

Once off means a type of Transport Order whereby a single journey is offered to carriers in respect of non-allocated lanes.

Spot source means a type of Transport Order whereby an allocated carrier for a lane is replaced with a different carrier to ensure continuity of transport flow.

Transit Time has the meaning given in Paragraph 2.2.4.

Transport Order means an order calling off the Services submitted by the TCT on behalf of Customer in accordance with this Operational Manual, including spot sources and once offs.

Transport Management System or **TMS** means the IT platform available through a web browser and via which Transport Orders may be submitted to Carrier.

2. General Operational Manual for Carriers

This Operational Manual applies to all types of transport (regular, spot source and once off) organized for a member of the Carlsberg Group and ordered by the TCT on behalf of Customer.

Amendments to this Operational Manual will apply from the date indicated in the Operational Manual update.

Customer reserves the right to cancel a Transport Order without any liability to Carrier where any of the requirements set out in this Paragraph 2 have not been met by Carrier. No cancellation charge shall be payable to Carrier in such circumstances.

2.1. Permissions

Carrier shall have in place all necessary licenses, permits and consents required to fulfil the transportation of the relevant cargo in compliance with the requirements of the Supply Agreement and using such proper means of transport as are suitable and compliant with the requirements of all of the countries through which the transportation will take place.

Any additional, specific requirements regarding licenses, permits and consents (e.g. forklift certificates) are described at an individual Lane level in the relevant Lane Remarks.

Carrier confirms that it is familiar with all of the Lanes, and acknowledges and agrees that it has had, prior to the start of the Supply Agreement, the opportunity to conduct due diligence in respect of the provision of the Services. In particular, Carrier acknowledges and agrees that it has (a) had sufficient opportunity to analyze Customer's needs and requirements with respect to the Services to determine the personnel and equipment that it will need to provide, and the processes and procedures that it will need to employ, in its performance of the Services, and (b) satisfied itself as to the extent and nature of the Services including any work to be carried out by others that might affect the Services, the delivery routes, the locations of the collection and destination warehouses, and any other factors that may affect the carrying out of the Services.

In some specific cases, Carrier shall be required to load / unload the goods using the equipment that will be made available at the relevant warehouse. In such cases, Carrier shall ensure that its drivers have the necessary skills, licenses, permits and consents to operate a forklift.

2.2. Ordering

Carrier is obliged to have available at all times during the term of the Supply Agreement the capacity set out in the Charging Schedule. Carrier acknowledges and agrees that a particular Lane can be assigned to multiple carriers ("split").

Services will be called off by the TCT on behalf of Customer as follows:

- A Transport Order can be submitted up to one day prior to the required loading day.
- The party submitting the Transport Order, CSC or a Receiving Company, will be determined by who the payer is stated to be. The payer will either be stated in the Transport Order itself or in the section of the Lane Remarks that corresponds to the Transport Order.
- Depending on the Lane, Transport Orders will be provided via TMS or e-mail by the TCT (see Paragraph 9).
- Carrier must check and confirm acceptance of each Transport Order within 2 hours from the time of dispatch by the TCT failing which the Transport Order will be deemed to have been rejected with the consequences specified in Paragraph 3. Such a situation will be treated as a failure to perform the Services (unless the Transport Order is a spot source or once off).

• A rejected Transport Order can be awarded to another carrier at Customer's discretion e.g. by being contracted out on the spot source market.

Any additional rules regarding the calling-off of the Services will be described in the relevant Lane Remarks.

Each Transport Order will be binding on Carrier when it accepts that Transport Order, following which Carrier shall fulfil the Transport Order in accordance with all of the relevant provisions of the Supply Agreement, including the requirements specified in the Lane Remarks. Carrier will not reject properly placed orders that are within the contracted capacity.

Once Carrier has accepted the Transport Order it has to provide Customer with the information reasonably required by Customer relating to fulfilment of that Transport Order, including vehicle plate numbers and the driver's name. These details must be provided by Carrier by 2:00pm CET on the day prior to the loading day, unless otherwise agreed in respect of an individual Lane.

Carrier acknowledges and agrees that a vehicle will only be allowed to enter the destination warehouse where it is able to provide, on arrival, data that is consistent with the data provided by Carrier at the time the Transport Order was accepted.

Carrier must execute each transportation efficiently and in accordance with the requirements of the relevant Transport Order (including the Lane Remarks) and the Supply Agreement, including in relation to loading and unloading, and delivery dates and times.

Carrier must promptly notify the TCT of any delays and take appropriate action to develop alternate routes to ensure on-time delivery or to minimize the impact of the delays.

2.2.1. Slot booking / time windows

After accepting the Transport Order, Carrier is obliged to complete the delivery within the scheduled time window/slot. Rules regarding responsibilities and systems for time window/slot booking are described in the Lane Remarks. There are 2 types of time window:

- fixed time windows,
- daily slots within the destination warehouse's opening hours, but without a specified time window.

In any event, any slot booking/time window for a particular Transport Order must comply with the requirements detailed in the relevant Lane Remarks unless otherwise expressly agreed by the Customer.

If there is no available time window/slot that would allow Carrier to meet the delivery time specified in the relevant Transport Order, Carrier is obliged to inform the TCT without delay.

Priority in accepting vehicles at the destination warehouse shall be given to vehicles arriving on time, in accordance with the time window/slot allocated to them in the slot booking system.

Rules regarding time tolerances are described in Paragraph 2.2.3.

2.2.2. External supplier's booking systems

On certain individual Lanes, execution of the Transport Order requires use of an external supplier's booking system by Carrier. Access to any such booking system will not require more than a computer and internet connection.

Customer is not responsible for the accuracy of the data entered into any such booking system by Carrier.

Any access issues relating to an external supplier's booking system should be reported by Carrier to the TCT within I hour of the issue arising to ensure the timely flow of information between the TCT, Carrier and the external supplier.

If a booking system access issue is not reported to the TCT within this timeline, or if the inaccuracy of data inputting by Carrier prevents Carrier from properly executing a Transport Order, Customer will have no liability for any resulting costs incurred by Carrier.

2.2.3. Time tolerance (rules for measuring timeliness)

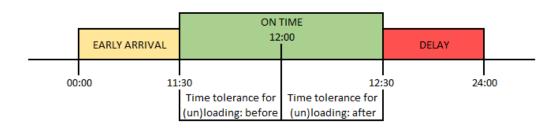
Timely provision of the Services requires a driver's registration at the security office at the destination location within the time window/slot booked. The punctuality of vehicle arrival – in accordance with the time window/slot reserved in the appropriate system – will be recorded and assessed by Customer.

Example:

Slot booked for: 12:00

Time tolerance for (un)loading: before: 30 minutes

Time tolerance for un(loading): after: 30 minutes



NB. Early arrivals will be treated as delays. Unless otherwise agreed with the TCT, Carrier is obliged to deliver the Transport Order on the day and within the hour described in that Transport Order – not earlier, not later. If collection time of the order will be rebooked by the carrier on the day of loading/unloading each one will be treated as a delay.

General rules for each destination site are described in the Lane Remarks and must be adhered to by Carrier.

2.2.4. Transit time

The transit time will be calculated as the time it takes for Carrier to load the goods at the point of loading until it unloads the goods at the point of delivery, including the loading and unloading operations (see Paragraphs 4.1.1 and 4.1.2) (**Transit Time**). Carrier is obliged to meet the target Transit Time detailed in the Charging Schedule for each Lane for each Transport Order that is accepts during the term of the Supply Agreement. For spot source and once off Transport Orders, the Transit Time will be determined on a case by case basis for each individual Transport Order and agreed with Customer when the order is placed.

The Transit Time is calculated in working days, excluding the period from Saturday 00:00 to Sunday 23:59 and bank holidays (where the bank holiday occurs in the country of loading, transit or unloading). Exceptions from these rules may be agreed for individual Lanes, in which case the Charges will be inclusive of any extra costs relating to such exceptions.

Example below:

Agreed Transit Time (day A, B or C)*	Loading day	Delivery day
А-А	Monday (morning)	Monday (evening)
A-B	Monday	Tuesday
A-B	Friday	Monday
A-C	Monday	Wednesday
A-C	Friday	Tuesday

^{*} A-A is a same day delivery, A-B is a next day delivery and A-C is a day one for day three delivery.

NB. In certain circumstances, the TCT may require Carrier to load or unload the goods during an otherwise excluded time period (from Saturday 00:00 to Sunday 23:59 or on a bank holiday) as an exception. This work may be subject to additional compensation on a case-by-case basis by way of a weekend loading/delivery charge and/or a bank holiday charge (see Table 1 at the end of this Operational Manual for details of the additional charges). Weekend / bank holiday surcharges are not applicable if the change of hours was initiated or caused by Carrier (i.e. the planned collection/delivery was not a weekend/bank holiday).

Should the excluded periods or other circumstances prevent Carrier from loading and / or delivering on the agreed date, Carrier should inform the TCT before accepting the Transport Order. As a consequence, the TCT reserves the right to withdraw the Transport Order on Customer's behalf upon receiving such information (with no compensation or cancellation charge being payable to Carrier in such circumstances) and use an alternative carrier as a replacement to keep to the required loading/delivery date.

2.3. Equipment

Carrier is obliged to provide the agreed equipment as detailed in the Transport Order or the Charging Schedule. Any change to this equipment requires the prior written consent of TCT before the next scheduled loading date. Any such change may cause additional costs at the place of loading or unloading, which will be met by Carrier.

If incorrect equipment is provided, Carrier acknowledges and agrees that the driver's assistance might be required during the loading and/or unloading process and Carrier shall ensure that the driver cooperates accordingly with any instructions provided by warehouse employees. If Carrier will provide inappropriate equipment, Customer might reject the truck and will have no liability for any resulting costs incurred by Carrier.

Carrier shall ensure that any means of transport used for the carriage of goods shall (a) be in a good, clean and hygienic condition with no residual of smell/bad aroma; (b) regularly cleaned, serviced and well maintained in a condition which ensures that the goods are at no risk of being damaged in any way during transport; and (c) meet the following requirements, as applicable (such requirements are attached to the Supply Agreement):

- Carlsberg Technical Requirements Raw Packaging and FP Goods.
- Carlsberg Technical Requirements Bulk Transport Container.
- Technical Transport Requirements for Malts and Cereals.

These requirements include a list of prohibited materials that must not have been previously transported by the vehicle that is fulfilling the Transport Order. In any event, the previous load carried by such vehicle should not have any negative impact on the goods being transported for Customer Carrier is obliged to maintain records evidencing that it has complied with these requirements and to provide them to Customer upon request. Carrier may not impose any additional charge for complying with such a request.

Carrier shall ensure that the goods are not damaged in any way during transportation by contamination, rain, dust, heat or frost. If needed, Carrier must use trailers which are insulated and/or temperature controlled to protect the goods.

The interior and exterior of the truck / trailer / container / train must not contain any holes, deformities, intrusions or foreign objects that might damage the goods or cause a safety issue.

Transport equipment must be rejected when its damaged or infested. Records of rejection with details of the non-conformity observed are maintained and retained according to local requirements.

2.3.1. Seals

The carrier is responsible for providing a transport equipment which is capable of being sealed. In order to ensure the goods' integrity, the equipment transporting the goods should be protected by a high security bolt seal. The seal number must be recorded on the transport document. The seals must be intact upon arrival and before unloading. The security seal should only be broken by, or with the approval of, an authorized party. In the case of an emergency, written consent from the TCT is required to break the seal. Any changes to the condition of the seal should be clearly marked in the CMR document and there must be appropriate records that describe the reason for the change. Upon arrival at the destination warehouse, the security seal numbers should be verified against the dispatch paperwork (CMR document). If there are any non-conformities in that matter carrier will be informed by Customer.

Trailer has to be equipped with a security cable/wire, which should be secured in position after each loading together with the seal.

All type of shipments are sealed by Carlsberg - FTL but also LTL. If the transport is LTL (less than truck load) then driver is allowed to break the seal at intermediate point (at cross dock or another pickup place) and has to write this fact in CMR document (eg. "LTL part load").

2.3.2. Parking spots

The means of transport being used may only stop at manned car parks. Carrier is allowed to park a loaded vehicle at a secure car park e.g. a 24-hour gas station, motel, hotel or customs office which is located along an international or domestic road (marked with one, two or three digits) covered by the itinerary otherwise, the driver must not leave the means of transport unattended for more than 60 minutes.

2.3.3. Reloading

Unless otherwise agreed with Customer, Carrier is not allowed to reload the goods.

2.3.4. Temperature controlled carriage

For any temperature controlled, non-bulk transportation, the default temperature throughout transportation must be maintained at between +5 to +15 Celsius degrees, unless the Transport Order states otherwise.

For any temperature controlled bulk transportation, the default temperature at which the vehicle must be maintained throughout the transportation will be determined by reference to the relevant Transport Order.

2.4. Loading

Carrier is responsible for the load safety during transport according to applicable laws and regulations. The driver, acting on behalf of Carrier, must make the vehicle available for loading at the indicated loading bay. Loading also includes fastening and securing the load to avoid any shifting or damage to the extent that the driver is reasonably able to do this by him/herself. The driver is obliged to control the distribution of the weight over the axles, and check the apparent/visible condition of the goods, and promptly report any damage. The driver is also responsible for locking the vehicle.

The driver, accepting the goods, must sign the CMR document. By signing it, the driver agrees, on behalf of Carrier, that the cargo has been accepted in accordance with the delivery documents for transport, without any externally visible shortages or damages.

Carrier should notify the TCT without undue delay, and in any event by no later than the time at which the load leaves the premises of Customer or a third party, if:

- there are any discrepancies between the information stated in the CMR document or the Transport Order and the loaded goods,
- the goods' packaging is not fit for transportation,
- the total allowable mass of the vehicle is exceeded,
- there are any other differences with the instructions provided.

If the driver is not permitted to participate in the loading process by Customer's or a third party's personnel, then the driver must note this on the CMR document. It should also be noted if there are any apparent issues with the condition and/or packaging of the goods.

Carrier will ensure that its driver complies with all loading site procedures and security / health and safety instructions.

2.4.1. Minimum requirements for load securing

Sufficient means of securing a load must be provided with the trailer and be suitable for use with the relevant trailer type. Every means of transport should be provided with at least:

- 16 securing belts (min. 500daN).
- 32 plastic corners.
- 2 stop bars
- Non-slip mats

Securing straps must not be allowed to hang freely. The load is considered secured as long as there is a physical barrier preventing the load from tipping over/moving during transit (e.g. a load bar/stop bar or a strap stretched across the width of the trailer to restrain the load effectively).

In case of equipment with a rigid body the requirements are at least:

- 2 stop bars.
- 4 extension poles.

If means for securing the load are not provided, the vehicle may be rejected by Customer and the Transport Order cancelled, without Carrier having any right to claim a cancellation charge and without any liability on the part of the Customer. Customer reserves the right to charge Carrier for any additional costs incurred by it as a result of it having to instruct a third party to complete that Transport Order.

In addition, Carrier must comply with any specific loading requirements for a particular Lane, described in the Lane Remarks.

2.5. Documentation

Carrier is obliged to provide all documentation relating to a delivery reasonably requested by Customer and without additional cost. Copies of documents should be sent in a format reasonably requested by Customer.

In case additional documents are needed for tax and/or customs clearance purposes, Carrier will supply these documents promptly on demand, e.g. proforma invoices.

2.5.1. GPS / thermograph data

Customer may request from Carrier the truck/trailer GPS transmitter record and thermograph printout. Carrier undertakes to deliver such GPS/thermograph data to Customer, without undue delay or any additional charge.

3. KPI's - Performance evaluation

In order to achieve and maintain a high quality customer service, KPI targets – Key Performance Indicators – will be used as measures of the quality of Carrier's performance. KPI, Termination Performance Levels, Minimum Performance Targets and consequences of non-compliance are valid throughout the duration of the Supply Agreement. This performance evaluation covers all collections and deliveries by Carrier pursuant to the Supply Agreement, including spot source and once off orders.

CSC reserves the right to redefine the OTC and PFO KPI targets once a year throughout the duration of the Supply Agreement.

The below table describes each Key Performance Indicator, its method of measurement, the Minimum Performance Target, the Termination Performance Levels, the required actions should certain triggers be met, and the consequences of non-compliance.

KPI - Key Performance Indicator	Method of measurement*	Frequency of measurement	Minimum Performance Target	Trigger points	Action	Consequence of non-compliance
Transport Order Acceptance ¹	Number of Transport Orders delivered (and not rejected) on contracted Lanes² within the contracted capacity in given month expressed as a percentage of the total number of Transport Orders placed in that month on contracted Lanes within the contracted capacity.	Monthly	99.00%	with Minimum Performance Target	Mitigation plan for underperforming Lane/Lanes to be provided by Carrier and approved by Customer - at the TCT's request. Approved plan then to be promptly implemented by Carrier Mandatory mitigation plan for underperforming Lane/Lanes to be provided by Carrier (within 7 calendar days from receiving the KPI report for the relevant month) and approved by CSC. Approved plan then to be promptly implemented by Carrier. The TCT may introduce weekly KPI reviews.	Non-negotiable compensation of 250 EUR to be deducted from the Charges for each Transport Order rejected below the Minimum Performance Target. Compensation will be aggregated and deducted from Carrier's invoices at the end of each quarter. If Carrier fails to get its performance back above the Minimum Performance Target in each of the next, these consecutive months, after the

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 $^{^{1}}$ By way of example, Carrier has rejected 6 orders in the previous month and 248 orders were delivered, which means that 254 orders were placed. Calculation of order acceptance based on orders delivered/placed: 248/254=97.64%. In calcualting any compensation that is due the difference between 99% and 97,64%, being 1,36%, is applied to the total number of orders placed and then rounded up (1.36% of 254 equals 3,46 orders, rounded up to 4), such that the compensation payable would be €1000.

² i.e. not spot source or once off Transport Orders

	Termination Performance Level <90,00%	-	Non-negotiable compensation of 250 EUR to be deducted from the Charges for each Transport Order rejected below Minimum Performance Target. Compensation will be aggregated and deducted from Carrier's invoices at the end of each quarter. If (a) Carrier fails to get its performance back above the Termination Performance Level in each of the next three months after the month when the performance first fell below the Termination Performance Level, or (b) performance falls below the Termination Performance Level four times in any twelve month period, CSC may terminate all or part of the Supply Agreement without thereby incurring any liability to Carrier.
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OTC – On Time Collection	Number of Transport Orders collected within the expected time window in a given month / Total number of	Monthly	93.00%	with Minimum Performance Target	Mitigation plan for underperforming Lane/Lanes to be provided by Carrier and approved by Customer - at the TCT's request. Approved plan then to be promptly implemented by Carrier Mandatory mitigation plan for underperforming Lane/Lanes to be provided by Carrier (within 7 calendar days from receiving the KPI report for the relevant month) and approved by CSC. Approved plan then to be promptly implemented by Carrier. TCT may introduce weekly KPI reviews.	
	Transport Orders collected in a that month.*			Termination Performance Level <91.00%	-	If (a) Carrier fails to get its performance back above the Termination Performance Level in each of the three consecutive months after the month when the performance first fell below the Termination Performance Level or (b) performance falls below the Termination Performance Level four times in any twelve month period, Customer may terminate all or part of the Supply Agreement without thereby incurring any liability to Carrier.

				Performance in line with Minimum Performance Target >93.00% but less than 100%	Lang / angs to be provided by Carrier	-
PFO – Perfect Freight Order (On-time- delivery + no reported	Number of Transport Orders delivered in full (goods not damaged/not missing) within the expected time window in a given month /	Monthly	93.00%	Performance below Minimum Target Performance <92.99%	Mandatory mitigation plan for underperforming Lane/Lanes to be provided by Carrier (within 7 calendar days from receiving the KPI report for the relevant month) and approved by Customer. Approved plan then to be promptly implemented by Carrier. The TCT may introduce weekly KPI reviews.	If Carrier fails to get its performance back above with Minimum Performance Target in each of the next three consecutive months after the introduction of the mitigation plan or fails to provide one, Customer may terminate the Supply Agreement or remove the underperforming Lane/Lanes without thereby incurring any liability to Carrier.
claims)**	Total number of Transport Orders delivered in that month.			Termination Performance Level <91.00%	-	If (a) Carrier fails to get its performance back above the Termination Performance Level in each of the next three consecutive months after the month when the performance first fell below the Termination Performance Level; or (b) performance falls below the Termination Performance Level four times in any twelve month period, Customer may terminate all or part of the Supply Agreement without thereby incurring any liability to Carrier.

^(**) Non-compliance not related to Carrier's performance is excluded.

Throughout the duration of the Supply Agreement, Carrier's performance will be evaluated using the KPI's on a monthly and year-to-date basis, and both at an individual Lane level and cumulatively for all transports loaded and delivered within the given time period. The KPI report will be provided to Carrier on a monthly basis by the TCT.

4. Additional charges and compensations

4.1. Waiting Time Charges (demurrage)

Payment by Customer of any waiting time charges in accordance with this Paragraph 4.1 will be Carrier's sole and exclusive remedy for any delay in loading or unloading caused by Customer or any third party acting on behalf of Customer.

4.1.1. Waiting Time Charge (demurrage) - non-bulk Transport Orders

For non-bulk Transport Orders, the Charges include 3 hours for loading operations and 3 hours for unloading operations.

In certain circumstances, Customer may agree, on a case-by-case basis, to compensate Carrier for waiting time costs at a tariff of 30 EUR per hour, after:

- Expiry of 3 hours from the agreed time slot at the loading place.
- Expiry of 3 hours from the agreed time slot at the unloading place.

Only completed periods of 30 minutes may be charged. The maximum compensation per 24 hours is 300 EUR.

The maximum compensation for an entire weekend is 400 EUR.

The following requirements must met for any waiting time claim to be considered by the TCT on Customer's behalf, otherwise Carrier acknowledges and agrees that it will be rejected and be deemed to have been waived by Carrier:

- In all cases Carrier must be operating in accordance with the contracted collection and delivery date and time relating to the Transport Order in question.
- Claims for waiting times will only be considered if they arise as a direct result of the failure of the (un-) loading location to comply with the agreed appointment time/day.
- If the loading or unloading cannot be completed within the agreed appointment time, Carrier must inform the TCT immediately and in any event within I hour of the delay occurring.
- Potential waiting hours will only be calculated from the time slot booked onwards.
- Carrier must ensure the vehicle arrives ON TIME at the site according to the slot booked Early arrivals will not be taken into consideration.
- Any deviation from the requested loading/unloading dates and times needs to be reported to the TCT.
- There must be no deviation from the type of equipment required to fulfil the Transport Order.

Carrier must notify the TCT about any waiting time occurrence via email immediately and in any event no later than 1 hour from the start of the delay, and submit a waiting time claim in an amount calculated in accordance with the above rules, no later than 3 working days from the occurrence. If Carrier fails to do so, Carrier acknowledges and agrees that any waiting time claim will be rejected/waived in full.

As proof of a waiting time claim, Carrier must submit to the TCT a clearly signed and legible, dated copy of the CMR document, forwarding advice or waiting time card, including the name and function of the person who signed it, and the exact time of arrival and departure of the vehicle.

If for any reason not attributable to an act or omission of Carrier, a copy of any of the above mentioned documents is unavailable for inspection within 3 working days of the occurrence, GPS proof can be provided instead, providing it clearly states the time of Carrier's arrival and departure at/from the place of loading or unloading.

4.1.2. Waiting Time Charge (demurrage) – bulk Transport Orders

For bulk Transport Orders, the Charges include 4 hours for loading and 4 hours for unloading operations.

In certain circumstances, Customer may agree, on a case-by-case basis, to compensate Carrier for waiting time costs at a tariff of 50 EUR per hour, after:

- Expiry of 4 hours from the agreed time slot at the loading place.
- Expiry of 4 hours from the agree time slot at the unloading place.

Only completed periods of 30 minutes may be charged. The maximum compensation per 24 hours is 500 EUR. The maximum compensation for weekends is 650 EUR.

The requirements detailed in Paragraph 4.1.1 must be met in full for any waiting time claim to be considered by the TCT on Customer's behalf, otherwise Carrier acknowledges and agrees that it will be deemed to have been waived by Carrier in full.

4.1.3. Waiting Time Charges (demurrage) at customs

Additional charges for waiting time at Customer's appointed customs agent will be applied as per the mechanism outlined in Paragraph 4.1.1. and 4.1.2, as relevant. Additional charges will not be payable for:

- waiting time at non-Customer appointed customs agents
- delays caused by Customs Border Controls or official inspections of vehicles or documentation, unless the delay results directly from a failure of Customer or TCT.

4.2. Cancellation charges

Where a Transport Order has to be cancelled by Customer after acceptance by Carrier, the TCT will inform Carrier as soon as is reasonably practicable given the reason for the cancellation.

Customer will have no liability to Carrier for any such cancellation save to the extent set out below:

- If a Transport Order has been cancelled before it has been accepted by Carrier, no cancellation charges will be payable by Customer.
- If a Transport Order has been accepted by Carrier and cancellation is then communicated by the TCT within 2 hours of time at which that Transport Order was accepted, no cancellation charges will be payable by Customer.
- If a Transport Order has been accepted by Carrier and is cancelled by the TCT more than 2 hours after the time at which that Transport Order was accepted, a cancellation charge may be payable by Customer to Carrier as follows (unless any other provision of this Operational Manual states that Customer may cancel the Transport Order in the relevant circumstances without any liability to Carrier):

Transportation mode	Point at which cancellation occurs	Compensation / cancellation charge
Applies to non-bulk transports	On the loading day	50% of the applicable Charge
	The day prior to loading and after 14:00 CET	30% of the applicable Charge
	The day prior to loading and before 14:00 CET	No compensation

Applies transports	to	bulk	Up to 24 hours before the loading day	70% of the applicable Charge
			24-48 hours before the loading day	50% of the applicable Charge
			48-72 hours before the loading day	35% of the applicable Charge

Payment by Customer of any cancellation charge in accordance with this Paragraph 4.2 will be Carrier's sole and exclusive remedy for any cancellation of a Transport Order by Customer.

4.3. No show compensation

By accepting a Transport Order submitted by the TCT via email or the TMS system, Carrier is obliged to fulfil that Transport Order within the applicable time windows on the loading and delivery dates. In the event that Carrier becomes aware of circumstances that might put compliance with these time windows at risk, this must be reported to the TCT by Carrier via email immediately and in any event no later than 1 hour after discovery of such circumstances by Carrier.

If Carrier fails to show at either the loading or unloading place on the agreed date and it has not notified the TCT about the expected delay, no show compensation of 200 EUR will be payable by Carrier to Customer, without prejudice to any other right or remedy Customer may have. No show compensation payments will be aggregated and deducted from Carrier's invoices at the beginning of each month, when creating monthly Billing Proposal or on-time of occurrence on lanes where carrier issues single invoices. No show compensation is applicable to all types of Transport Order including spot sources and once offs.

4.4. Multi-stop / Diversion charge

Customer will only consider claims for additional stops, distance or hours where costs have been incurred as a result of a diversion authorized in advance by the TCT. No additional charge may be claimed for deviations or delays caused by authorities inspecting vehicles or loads during transit.

5. Fuel surcharge policy

The following rules will apply with regards to fuel surcharges:

- The index to be used as a reference point can be found as follows: https://ec.europa.eu/energy/observatory/reports/Oil_Bulletin_Prices_History.xlsx - the relevant tab in the file is "Prices with taxes, EU".
- Base rate: EUR 1'650,00 per 1000l being the average rate for the 27 EU countries
- The fuel surcharge will be calculated on a weekly basis.
- The first adjustment will be calculated based on data collected during the first week of the Supply Agreement and will be applied to the Charges in the following week.
- The fuel surcharge applies to agreed freight rate only (excl. any extra costs).
- The adjustment does not apply to spot source and once off Transport Orders.
- The agreed proportion of fuel in the total Charge (the lane rate) is 25%.

The fuel adjustment will be calculated as follows:

- Weekly oil bulletins are allocated to a week based on their published dates (e.g. bulletin issued in week 15 with date 11.04.2022 will be included in the calculation for the adjustment to be applied in week 16). The fuel surcharge is calculated on a weekly basis every Thursday for the following week-this depends also on timeliness of the reference point index update by EU.
- Fuel surcharge can be positive or negative that depends on the fuel price trend compared with previously mentioned
 base rate. The average price from the previous calendar week is the reference for the fuel discount or surcharge for
 the following calendar week.

Example: average fuel price in particular week is €1'807,00 which equates to a difference of €157,00 compared to the €1'650,00 base line i.e. a difference of +9,52%. Fuel charge will be applied as follows: The agreed proportion of fuel in the total Charge (the lane rate) is 25%. The fuel surcharge in the example above will be 25% of +9,52% = +2,38%, which will be applied to the Charges for the following week.

- The fuel discount or surcharge will be stated as a separate line on each invoice.
- These amendments to the Charges will not require a written addendum to the Supply Agreement, but will be agreed by Carrier and Customer via email.

6. Safety rules

Carrier is obliged to fulfil its obligations under the Supply Agreement in compliance with all applicable laws and regulations relating to health, safety and the environment (including any special measures relating to the COVID-19 virus).

The below safety requirements must be adhered to by Carrier (including any sub-contractors) at all times whilst providing the Services to ensure yard and road safety is maintained at the highest standard possible.

- Drivers must comply with general rules and safety standards on site, such as traffic plans, road signs, and speed limits on the approach roads and inside the collection/delivery locations.
- Only drivers are authorized to enter the collection/delivery locations.
- Carrier must maintain a high standard of housekeeping at the job location at all times, including by not leaving waste on site.
- Carrier must not perform maintenance work on vehicles etc. on site.
- Smoking is only allowed in designated smoking areas.
- Drivers must be dressed in the following appropriate clothing which has to be provided by Carrier at his cost: high visibility jackets/vests (EN ISO 2047I), trousers, safety shoes (S3 type EN ISO 20345) and helmets (EN 397) or bump caps (EN 812). Any personal protective equipment specifically relating to the COVID-19 virus should also be provided by Carrier to drivers (until it is requested at Carlsberg).

All accompanying persons or unequipped drivers will not be allowed to enter the collection/delivery sites.

Carrier shall nominate a member of its management to act as its health, safety and environmental representative.

Wherever possible, Carrier shall ensure that its drivers speak English and/or the local language of the country where the Customer is located. Where this is not possible, Carrier shall provide a phone number of a single point of contact, who is able to speak English and the language of the driver, and is available 24/7. This person may be contacted when, for example, Customer needs support in its communication with the driver on site.

Carrier's employees must be informed and trained by Carrier on the health, safety and environmental rules of Customer's sites they enter and Carrier must ensure they comply with these rules at all times.

Carrier shall ensure that its employees use PPE as specified above (safety shoes, high visibility jackets/vests, safety shoes and helmets or bump caps) and respect traffic rules on site (traffic routes, pedestrian pathways, plans of circulation, speed limits, signs etc.).

At sites where night loading is not allowed, the vehicles shall wait outside Customer site in a parking space chosen by Carrier, at

a distance that protects neighboring citizens from noise.

All incidents at Customer's premises resulting in medical treatment, restricted work or medical leaves, must be investigated. Customer will coordinate the incident analysis process, with active participation and cooperation from Carrier's health, safety and environmental representative. Carrier shall immediately report in writing to Customer all accidents arising out of or in connection with the performance of the Services on or off any of Customer's sites which cause death, personal injury or property damage, or any near miss, giving full details and statements of witnesses.

If any claim is made by anyone against Carrier on account of any incident arising out of the performance of the Services, Carrier shall promptly give full details of the claim in writing to Customer. Carrier will co-operate to the extent reasonably required by Customer in any investigation carried out by Customer into any such incident including, but not limited to, by making available witnesses for interview, and copies of any documents reasonably requested by Customer and reasonably considered necessary by Customer for the purposes of conducting its investigation.

If, in the reasonable opinion of Customer, the Services or Carrier's methods of working do not comply with relevant health, safety or environmental requirements, the Services will (at Customer's option) be stopped and not resumed until matters have been rectified or modified to the reasonable satisfaction of Customer. Customer will not be liable to pay for the Services during any such period of suspension.

Additional, specific requirements relating to health, safety and the environment must be agreed with Customer's Central Quality and Transportation Department for each collection / delivery site.

6.1. Driver conduct expectations

Any misconduct by the driver on site and/or in relation to him/her not obeying site safety rules will not be tolerated and will be immediately reported to Carrier. Carrier acknowledges and agrees that drivers who do not comply with Customer's regulations will be removed from site and banned from making future deliveries. Carrier will be liable for all resulting delays.

Drivers can be asked to go through sobriety check at some of Carlsberg's locations. Such checks can be conducted on drive-in and/or drive-out gate. Legal grounds for such cases are local laws and regulations.

Customer reserves the right to provide Carrier with a list of drivers whose conduct it is not satisfied with, along with a justification. Carrier will ensure that each driver whose name is on the list does not carry out Services pursuant to a Transport Order from the date Carrier is notified of the identity of that driver.

6.2. Detailed safety rules

Carrier will comply with the following detailed safety requirements:

General safety rules



Drivers must comply with general rules and safety standards on sites such as traffic plan, road signs, travel speed on the approach roads and inside the factories.



Smoking is only allowed in designated smoking areas



It is forbidden to be under the alcohol influence

Drivers must be dressed in complete clothing:



High visibility jacket



Safety shoes - S3 type



Helmet or bump cap

Safety rules: loading & unloading





Driver is obliged to put double chocks (both side of the tyre) before loading and unloading.

During loading and unloading operations it is forbidden to stay at trucks cabin.

Safety rules: loading & unloading





During loading or unloading actions using forklift, Driver is obliged to stay in the designated/marked/fenced area and if not defined, then in safe distance but not less than 5m from the forklift. After the forklift leaves, Driver can continue activity near the trailer till its back



Quality check of loaded goods could be done while forklift driver stops by the trailer and is not performing any maneuvers to place the pallets on the trailer.

Safety rules: loading & unloading







Drivers should climb up a ladder in order to get into loading space of the trailer (available at Carlsberg' warehaouses).

It is forbidden to escalade by themselves or jump from the trailer.

Safety rules: loading & unloading







Driver must use 3 points of contact when getting in/out the cabine and trailer.



7. Customs

On individual Lanes where customs clearance is required, Carrier is solely responsible for complying with the additional requirements detailed in the Lane Remarks and issuing T1 or T2 documents at its own cost. No separate charges for issuing T1 / T2 documents will be accepted – these costs should be factored into all Charges.

On certain Lanes where customs clearance is required, Customer reserves the right to impose the mandatory use of pre-agreed customs agencies (see the relevant Lane Remarks for further details). In such circumstances, Carrier is obliged to use a pre-agreed customs agent throughout the duration of the Supply Agreement, unless otherwise expressly stated in the Lane Remarks.

If an alternative customs agency is used at any time during the Supply Agreement without the TCT's prior consent (acting on behalf of Customer), Customer shall not be liable for any related costs incurred by Carrier.

8. Incoterms

When purchasing the goods, Customer transacts on the basis of INCOTERMS 2010 or 2020.

9. Transport Order execution systems

Due to the complex level of customer service provided by the TCT and the flow/diversity of Transport Orders within the Carlsberg Group, Transport Order execution is handled by the TCT in two systems:

- a Transport Management System (**TMS**) web portal,
- offline, via email exchange,

referred hereinafter as TMS and Non-TMS. The Transport Order execution system is determined at an individual Lane level for contracted Lanes³ and can be found in the Lane Remarks. Additionally, which Transport Order execution system is used impacts the settlement mode for the sums dues in respect of the Transport Orders (see Paragraph 10.).

³ i.e. not spot source or once off Transport Orders

The TCT reserves the right to change the Transport Order execution system for an individual Lane throughout the duration of the Supply Agreement by giving notice to Carrier.

9.1. TMS executed Lanes.

For certain individual Lanes, Carrier is obliged to use the TMS web portal for Transport Order execution.

Transport Order processing on TMS executed Lanes requires Carrier to pro-actively interact with the TCT via the TMS web portal. Carrier is obliged to perform various system activities, both in relation to:

- Transport Order execution: Transport Order confirmation (on a daily basis) and providing required information / data (on a daily basis, for example, vehicle plate numbers).
- Transport Order settlement (if applicable): billing proposal approval (on a monthly basis, see Paragraph 10).

Certain individual Lanes may require other activities, like executing system proof of deliveries.

For all information available in the TMS, it is to be assumed that the CET time zone is being used.

The ultimate aim of Customer is to migrate all Transport Order execution to the TMS. As a result, the TCT reserves the right to adjust the extent to which Carrier is obliged to carry out activities on the TMS at an individual Lane level throughout the duration of the Supply Agreement in order to achieve the desired level of data optimization.

At Carrier's request, the TCT can attempt to establish an EDI link between the TMS web portal and Carrier's transport management system, which will allow Carrier to receive and accept the TMS executed Transport Orders directly into Carrier's system.

Additionally, the TMS web portal is used for spot source and once off Transport Orders, where Carrier is able to place a bid for these Transport Orders and, where it wins a freight auction, to receive those Transport Orders.

Each Party shall use all reasonable endeavours to ensure that, in the course of providing or receiving the Services and otherwise in connection with the performance of its obligations or the enjoyment of its rights under the Supply Agreement, it does not introduce any computer viruses, worms, software bombs or similar items into any of the other Party's IT systems.

9.1.1. TMS access

The TMS is a web portal, accessed via a web browser. Equipment required to use the TMS includes:

- a computer with internet access,
- an installed web browser recommended: Google Chrome.

To login to the TMS, Carrier should copy the below URL address into its web browser:

http://carlsbergtms.carlsberggroup.com

The TCT will provide Carrier with a TMS user manual and system logins, and Carrier shall keep these logins confidential. TMS access issues should be reported by Carrier to the TCT no later than I hour after the access issue arises, to ensure a timely information flow between the TCT and Carrier. If a TMS access issue, not reported to the TCT by Carrier, prevents Carrier from properly executing a Transport Order, the TCT reserves the right (on behalf of Customer) to decline any subsequent claim for compensation for any resulting costs or losses incurred by Carrier.

Carrier agrees that it shall not by virtue of this Paragraph 9 or otherwise under the Supply Agreement acquire any rights to any intellectual property rights in the IT Systems of CSC or the Customer.

9.2. Non-TMS executed Lanes

For Non-TMS executed Lanes, Carrier is not obliged to interact with the TMS web portal in order to execute Transport Orders. Transport Order execution is done via email exchange between the TCT and Carrier.

10. Invoicing procedure

The following invoicing procedure applies unless stated otherwise in the Supply Agreement for any particular Lane. Likewise, the default invoicing currency is EURO unless otherwise stated.

All costs incurred by Carrier in complying with the procedure must be included in the Charges.

For spot source and once off Transport Orders, the payer and settlement mode will be indicated by the TCT on relevant the Transport Order.

10.1. Settlement mode

The settlement mode for Transport Orders executed by Carrier is determined at an individual Lane level and depends on the payer. The payer is indicated in the Lane Remarks or in the Transport Order for spot source and once off Transport Orders.

There are two types of settlement mode:

- Collective monthly invoices Carrier is obliged to provide a collective invoice for all Transport Orders delivered in the given month on the Lanes that have this as a requirement, and that were not included on any previous collective invoices.
- Single invoice per Transport Order Carrier is obliged to provide a single invoice and CMR copy for each Transport Order after completing the delivery.

For the Lanes where CSC is indicated as the payer, the TCT will provide Carrier with a billing proposal in order to ensure the completeness and correctness of each invoice (see Paragraph 10.2. for further details).

A summary is set out in the table below.

			Settleme	ent mode	Form of
Payer	Pre-billing	System	Transport Orders other than spot sources / once offs	Transport Orders – spot sources / once offs	invoice
CSC	Yes	TMS/offline	Collective monthly invoice	Included in the collective monthly invoice	Digital
GB (CMBC)	Yes	Offline	Collective monthly invoice	Included in the collective monthly invoice	Digital
CE&L	No	Offline	Single invoice per Transport Order	Single invoice per Transport Order	Digital
Country of Receiving Company: EE,LT,LV	No	Offline	Collective monthly invoice	Single invoice per Transport Order	Digital
Country of Receiving Company: SE,DK,FR,IT					Digital
Country of Receiving Company: BG,GR,HU,HR,RS	No	Offline	Single invoice per Transport Order	Single invoice per Transport Order	Digital & paper

10.2. Invoice procedure per Payer and settlement mode

The following explanations provide further details of the mandatory invoicing procedures reflected in the table in Paragraph 10.1. If additional explanation is required to ensure smooth and timely settlement of invoices, the TCT will provide Carrier with detailed guidelines via email at the beginning of the Supply Agreement or upon request. Carrier acknowledges and agrees that each payer may introduce changes to the invoicing procedure during the term of the Supply Agreement.

10.2.1. Collective monthly invoice: Payer CSC

10.2.1.1. TMS executed Lanes

For all Transport Orders managed via the TMS (including spot sources and once offs) and delivered in any given month the following mandatory invoicing procedure applies:

- On the 2nd working day of each new month a billing proposal (**BP**) will be made available on the TMS web portal. The issued BP will cover all Transport Orders managed on the TMS (including spot sources and once offs) in the previous month including any relevant fuel surcharge, additional charges and compensation.
- In certain circumstances, an additional BP will be issued for miscellaneous relevant additional charges and compensation that could not be included in above mentioned BP the TCT will inform Carrier each time an additional BP is issued.
- Each BP has to be checked by Carrier and approved in the TMS if there are no discrepancies.
- In case any discrepancies are discovered in the BP, Carrier has to reject the BP in the TMS, and at the same time provide a proposed adjustment for the sums due in respect of the relevant Transport Order and add an appropriate comment in the TMS.
- The proposed adjustment in the TMS will be reviewed by the TCT and approved or rejected. The TCT's decision and its justification will be shared with Carrier via email.

- Carrier is obliged to settle on the correct BP value within 10 working days of the BP being made available in the TMS.
- Once the BP value is settled Carrier is obliged to issue one collective invoice reflecting the value stated in the agreed BP. In case 2 BPs are issued, Carrier is obliged to either consolidate the BPs' values in one invoice or issue 2 collective invoices and inform the TCT about its choice. Invoice needs to be sent till 11WD
- For each Transport Order a TCT Transport Order reference number and TMS Load ID number will be provided. Any invoice that does not correctly quote these numbers will be rejected. To ensure there is a smooth invoice process, Carrier must include the following text on the first page of the invoice: TCT CC 100811616.
- In case of any issues with a BP's value (e.g. incorrect Transport Order rate, Transport Order missing, etc.)
 Carrier has to contact its nominated TCT Transport Planner directly or at
 PLSMTCTTP@carlsberggroup.com.
- Invoices in pdf form must be sent to CSC_suppliers@carlsberg.com, CSC_suppliers_invoices@carlsberg.com, CC: PLSMTCTTP@carlsberggroup.com for verification.
- Invoices will not be processed further until the related BP is accepted in the TMS system by Carrier.

For detailed payer data, Carrier should review the Carlsberg Group Invoicing Requirements.

10.2.1.2. Non-TMS executed Lanes

For all Transport Orders relating to non-TMS executed Lanes (including spot sources and one offs) delivered in a given month the following mandatory invoicing procedure applies:

- On the 2nd working day of each new month a BP will be provided to Carrier by the TCT via email in the form of an Excel file. The issued BP will cover all Transport Orders relating to non-TMS executed Lanes (including spot sources and once offs) in the previous month including any relevant fuel surcharge, additional charges and compensation.
- Each BP has to be duly checked and approved by Carrier if there are no discrepancies.
- In case any discrepancies are discovered in the BP, Carrier has to contact its nominated TCT Transport Planner directly or at PLSMTCTTP@carlsberggroup.com.
- Any proposed adjustment must be provided to the TCT via email to be reviewed and consequently approved or rejected. The TCT's decision and its justification will be shared with Carrier via email.
- Carrier is obliged to settle on the correct BP value within 10 working days of the BP being provided via email.
- Once the BP value is settled Carrier is obliged to issue one collective invoice reflecting the value stated in the agreed BP.
- For each Transport Order a TCT Transport Order reference number will be provided. Any invoice not quoting the correct number will be rejected. To ensure there is a smooth invoice process, Carrier must include the following text on the first page of the invoice: TCT CC 100811616. Invoice needs to be sent till 11WD
- In case of any issues with a BP's value (incorrect Transport Order rate, Transport Order missing, etc.)

 Carrier must contact its nominated TCT Transport Planner directly or at

 PLSMTCTTP@carlsberggroup.com.
- Invoices in pdf form must be sent to CSC_suppliers@carlsberg.com, CSC_suppliers_invoices@carlsberg.com, CC: PLSMTCTTP@carlsberggroup.com for verification.

For detailed payer data, Carrier should review the Carlsberg Group Invoicing Requirements.

10.2.2. Collective monthly invoice: Payer is the Receiving Company in LT, LV, EE

For Transport Orders relating to both TMS and non-TMS executed Lanes delivered in a given month (excluding spot source and once off Transport Orders) the following mandatory invoicing procedure applies:

- On the 2nd working day of each new month a BP will be provided to Carrier by the TCT via email in the form of an Excel file. The issued BP will cover all Transport Orders (other than spot sources and once offs) relating to both TMS and non-TMS executed Lanes in the previous month including any relevant fuel surcharge, additional charges and compensation (unless the payer agrees otherwise).
- Each BP has to be duly checked and approved by Carrier, if there are no discrepancies.

- In case any discrepancies are discovered in the BP, Carrier has to contact PL SM TCTBaltics PLSMTCTBaltics@carlsbergaroup.com
- Any proposed adjustment must be provided to the TCT via email to be reviewed and consequently approved or rejected. The TCT's decision and its justification will be shared with Carrier via email. Invoice needs to be sent till 11WD
- Carrier is obliged to settle on the correct BP value within 10 working days of the BP being provided via email.
- Once the BP value is settled Carrier is obliged to issue one collective invoice per payer reflecting the value stated in the agreed BP and send a copy to PL SM TCTBaltics PLSMTCTBaltics@carlsberggroup.com for verification.
- For each Transport Order a TCT Transport Order reference number will be provided. Any invoice not quoting the correct number will be rejected.

For detailed payer data, Carrier should review the Carlsberg Group Invoicing Requirements.

10.2.3. Collective monthly invoice: Payer is the Receiving Company in GB (CMBC)

For Transport Orders relating to both TMS and non-TMS executed Lanes delivered in a given month (excluding spot source and once off Transport Orders) the following mandatory invoicing procedure applies:

- On the 2nd working day of each new month a BP will be provided to Carrier by the TCT via email in the form of an Excel file. The issued BP will cover all Transport Orders (other than spot sources and once offs) relating to both TMS and non-TMS executed Lanes in the previous month including any relevant fuel surcharge, additional charges and compensation (unless the payer agrees otherwise).
- Each BP has to be duly checked and approved by Carrier, if there are no discrepancies.
- In case any discrepancies are discovered in the BP, Carrier has to contact PL SM TCTGB
 <PLSMTCTGB@carlsberggroup.com>
- Any proposed adjustment must be provided to the TCT via email to be reviewed and consequently approved or rejected. The TCT's decision and its justification will be shared with Carrier via email.
- Once the BP value is settled Carrier is obliged to issue one collective invoice per payer reflecting the value stated in the agreed BP and send a copy to PL SM TCTGB <u>PLSMTCTGB@carlsberggroup.com</u> for verification. Invoice needs to be sent till 11WD
- For each Transport Order a TCT Transport Order reference number will be provided. Any invoice not quoting the correct number will be rejected.

For detailed payer data, Carrier should review the Carlsberg Group Invoicing Requirements.

10.2.4. Single invoice per Transport Order: all payers

For all Transport Orders delivered on both TMS and non-TMS executed Lanes (including spot sources and once offs) the following mandatory invoicing procedure applies:

- A single invoice per Transport Order has to be provided by Carrier along with a copy of the CMR document (unless the payer agrees otherwise) after completion of the relevant delivery.
- Any fuel surcharge, additional charges and compensation have to be included on the invoice along with the Charges (unless the payer agrees otherwise).
- The invoice must include the correct TCT Transport Order reference. An invoice that does not include this reference will be rejected.
- Carrier is obliged to provide all single invoices to the payer in the required form (see the table in Paragraph 10.1).

For detailed payer data, Carrier should review the Carlsberg Group Invoicing Requirements.

11. Claim procedure / transport damage

11.1. Compliance

In case of any issues during loading, unloading or the duration of the carriage of the goods, or if there is any damage to the transported goods, Carrier is obliged to immediately (and in any event no later than I hour from discovery of the issue), notify the TCT about the circumstances surrounding the issue and follow any reasonable instructions given by the TCT.

In the event of an accident/collision during the course of the provision of the Services the driver is responsible for notifying the police. In the event that Carrier has reasonably determined that this is not necessary under applicable law, the driver is responsible for properly documenting the facts surrounding the collision/accident (photos, witness statement etc.).

In addition, Carrier is obliged to immediately notify the TCT of the collision, specifying the extent of the damage, the circumstances, the location of its occurrence and possible resolutions, and to provide photos to illustrate the situation. A written statement about the incident and the circumstances surrounding it should be provided by Carrier to the TCT no later than three days after its occurrence.

If the recipient of the goods has any reservations about their transportation when they arrive, including in relation to the condition of the shipment, or any shortages or damage, Carrier is obliged to check the condition of the goods with the recipient, and any issues must be recorded in detail in the CMR document and confirmed by the recipient.

Carrier shall promptly investigate all incidents of loss, damage or theft of goods to identify the root cause, the responsible party(ies), and future corrective and preventative actions, and shall promptly share such findings with Customer. Where necessary, Carrier and Customer may conduct a joint investigation of any major losses or incidents, and Carrier agrees to provide Customer with any assistance reasonably necessary to enable it to do so.

11.2. Damaged goods

Goods will be classified as damaged unless, when they arrive, they are clean, dry, with the foil and packaging intact, there are no signs of the goods having been cleaned or washed, and the goods are not frozen (this does not apply to goods required to be transported as frozen goods).

Loose products – without collective packaging – will be deemed to have been damaged and Carrier acknowledges and agrees that they cannot be delivered for onward sale.

11.2.1. Rules for submitting products for disposal and charging Carrier the value of transport damage:

11.2.1.1. Bottles (box, carton, pack):

- If the bottle pallet rolled over to the side or fell apart during transport e.g. it contacted the ground Carrier acknowledges and agrees that the entire pallet will have to be disposed of.
- If the pallet has only shifted, but the packaging remains intact and did not open, the goods can be sold as long as handling them does not constitute a H&S hazard in Customer's reasonable opinion and there is evidence that the goods are intact (i.e. no liquid and/or glass fragments), otherwise Carrier acknowledges and agrees that the entire pallet will have to be disposed of.
- Spillage of the entire load Carrier acknowledges and agrees that the entire pallet will have to be disposed of.

11.2.1.2. Cans:

- If the can pallet rolled over to the side or fell apart during transport e.g. it contacted the ground Carrier acknowledges and agrees that the entire pallet will have to be disposed of.
- If a can has been dented or cracked resulting in flooding, Carrier acknowledges and agrees that the entire tray in question and any other trays that have been flooded will have to be disposed of.
- If a can has been dented in a pack, the entire tray and the trays that may have been flooded are to be disposed of.

- If undamaged cans have been flooded as a result of damage to other cans, Carrier acknowledges and agrees that the entire tray with flooded cans will have to be to be disposed of.
- Spillage of the entire load Carrier acknowledges and agrees that the entire pallet will have to be disposed of.

11.2.2. Keg:

- In the event of a leaking fitting, damaged gasket, dented keg or broken handle, Carrier acknowledges and agrees that the keg will have to be disposed of.

11.2.3. Liquid in bulk:

If there is a leak which is caused by a flaw in the tank or a damaged fitting, valve etc. as a result of which there is a loss of pressure in the tank, Carrier acknowledges and agrees that the liquid will have to be disposed of.

11.2.4. Others

In the event of damage to goods caused by a leaking trailer tarpaulin, Carrier acknowledges and agrees that all wet products in multipacks or multiples thereof will have to be disposed of.

11.3. Fate of damaged goods

Goods that are damaged or not accepted by the recipient for any reason must be physically returned by Carrier at its expense to the location indicated by the TCT as soon as possible (and in any event not later than 14 days from the date of damage), except when a total loss occurs or a return is not physically possible.

Any scrapping of goods must be carried out by Carrier in accordance with any requirements reasonably specified by Customer.

Carrier acknowledges and agrees that Customer is unable to sell goods damaged during transport.

Payment of compensation by Carrier to Customer for any damage to goods does not pass ownership of those goods to Carrier.

Table 1 Additional cost specification

	<u> </u>		
Cost type		Rate in EUR	Comment
	non-bulk	30 EUR/hour, 300 EUR/day, 400 EUR/weekend	see Paragraph 4.1.1.
Waiting time charges	bulk	50 EUR/hour, 500 EUR/day, 650 EUR/weekend	see Paragraph 4.1.2.
Customs clearance waiting	non-bulk	See the relevant information	
time Walting	bulk	set out elsewhere in this Operational Manual	see Paragraph 4.1.3.
	non-bulk	See the relevant information	
Cancellation charges	bulk	set out elsewhere in this Operational Manual	see Paragraph 4.2.
Fuel costs		See the FSC policy set out elsewhere in this Operational Manual	see Paragraph 5.
Multistop		50 EUR	see Paragraph 4.4.
Weekend loading/delivery		75 EUR	For night, weekend and bank holiday collections/deliveries when there was no such requirement set out in the Charging Schedule or Lane Remarks
Additional distance		0'95 EUR / km	Extra distance on contracted lane (i.e. significant change of (un)loading place not indicated in the Transport Order)
Terminal costs/demurrage at terminal		30 EUR / day	7 (seven) calendar days on terminal free of charge
Hazardous		Upon request	For a hazardous shipment when no requirement to transport such goods is set out in the Charging Schedule or Lane Remarks
Team driver		Upon request	For using a second driver for an express delivery when such requirement is not set out in the Charging Schedule or Lane Remarks

LANE REMARKS



CHARGES

The Charges are based on a base rate for fuel of €1,650 per 1000l.

The Charges are inclusive of all Carrier's costs in fulfilling the relevant requirements set out in the Lane Remarks including in relation to (where applicable) loading, securing the load and night loadings.

The Charges are applicable since 01.01.2024 until 31.12.2024.

CARLSBERG TECHNICAL REQUIREMENTS RAW PACKAGING AND FINISHED GOODS



Version 2, August 2023

Carlsberg Technical Requirements

Raw, Packaging and Finished Goods Transport
Minimum Requirements for the Carrier

General

- The driver must know how to operate the equipment, if this proves not to be the case,
 Carlsberg may reject the truck/container/train
- The driver must use chocks to secure the truck from unwanted movement when parked at a Carlsberg site (safety)
- A list of all prohibited materials can be found in Appendix 1

Conditions of transport

- Raw, packaging and finished goods must be transported is such a way so as to avoid damage to the goods by frost, dust, heat, direct sunlight and humidity (NB: the temperature must always be kept > 0°C)
- The truck/container/train must not impart any off-smells (chemical, foul etc.) to the transported goods
- The interior of the truck/container/train must not have any holes, deformations or intrusions, or foreign objects which could cause damage to transported goods

Carlsberg Supply Company AG Group Quality Spinnereistrasse 2, 8866 Ziegelbrücke Switzerland

Appendix 1 - List of prohibited materials

Transport of finished goods for the Carlsberg Group shall take place according to Regulation (EC) 852/2004 on the hygiene of foodstuffs and the following additional requirements must be fulfilled:

The means of transport, hereafter and in main specification referred to as "container", must be clean, dry and odorless and it must ensure the wholesomeness of the goods.

No goods incompatible with foodstuff shall be transported if not followed by washing/cleaning and disinfection, which must be documented. The empty container must be inspected before loading and this must be documented.

The materials listed below are totally prohibited as previously transported goods in containers for finished goods at Carlsberg and part of the central contracts:

- Waste (incl. urban, domestic, construction, hospital, pharmaceutical etc.)
- Sludge from waste/waste water treatment plants
- Unwrapped or unprocessed products of animal origin
- Products of animal origin banned in animal feed (according to national legislation)
- Livestock or products from animal faeces (e.g. manure etc)
- Food remains (waste) excl. cereals
- Unpackaged grains or seeds treated with toxic dressing
- Mineral oil, animal or marine fats and oils
- Chemicals classified as toxic or corrosive
- · Agro-chemicals (including fertilisers, liquid minerals and plant protection agents)
- Compost, peat, soil and decaying matter
- Asphalt, mineral clays used for detoxification, petroleum cokes, active carbon, coal
- Metal shavings, turnings and residues
- Crushed Glass / Glass particles
- Asbestos
- Radioactive materials
- Materials contaminated with salmonella or other pathogens
- Materials not responsive to normal detergent cleaning

CARLSBERG TECHNICAL REQUIREMENTS BULK TRANSPORT CONTAINER



Bulk Transport Container

Carlsberg Technical Requirements for the carriers

Version	Date	Revised topics/Name
1.0	03.02.2020	Transfer from old format
		Naming update (CB-PD)
2.0	23.04.2021	Updated: CB-PD-Blk-R039; CB-PD-Blk-R014;
		Added:CB-PD-BLK-R043
3.0	28.04.2022	Updated: CB-PD-Blk-R016
4.0	24.04.2023	Updated: CB-PD-BLK-R001; CB-PD-Blk-R024

Scope

This document is applicable for all liquid bulk transports within the Carlsberg Group and to or from license and 3PP partners.

The cleaning requirements are also applicable for all internal and external cleaning stations that are used for cleaning bulk equipment.

It is intended to cover all available liquids; however, special cleaning procedures may be applicable for other liquids such as e.g. concentrated mal base. These procedures will then be shared on a need-to-know basis.

Purpose

This document provides the minimum standards and requirements that are applicable and have to be followed for all bulk transports of liquids.

Definitions

AFB Alcohol Free Beverage - may contain up to 0.5% ABV

CIP Cleaning In Place

PAA Peracetic Acid

Equipment

CB-PD-Blk-R001

The equipment used for Carlsberg products transport shall only carry

- Beer
- Soft drinks
- Wine or water
- Liquid sugar*
- NAB concentrate

as its primary product. The tanks may be used for transport of other products in agreement with B&P Director. This must be a part of the written contract with the transportation company.

*If glucose syrup was transported it is required to perform rapid test after cleaning to ensure absence of glucose in the last rinse water. The test result must be noted in the cleaning certificate.

CB-PD-Blk-R002

Under no circumstances, the tanks must have been used or are used to transport:

- Dairy
- Aroma
- Oil products
- Juice pulp

CB-PD-Blk-R039

For safety reasons the tanker must be constructed in such a way that all service activities during loading and unloading must be done from the ground level.

The below picture shows with a maximum 30 cm step, which is still acceptable. If local legislation is stricter it has priority.



All fittings must be secured against dust and dirt, which may arise during transport with a blind cap over the outlet. The outlet must be protected by a seal.

CB-PD-Blk-R004

The fittings of the tanker for liquid and CO2 must be according to DIN 11851, beer flange DN80 and CO2 flange DN25 unless there is an agreement with the receiving partner.

All fittings and valves must be 100% operational (no leakage etc.).

CB-PD-Blk-R005

Tankers must guarantee a temperature increase during transportation of no more than 1 °C in 24 hours at a temperature difference of 30 °C.

CB-PD-Blk-R006

Multi chamber tanks are allowed. They must be designed for the hygienic transport.

CB-PD-Blk-R007

The tanks must be made of stainless steel (1.4306/AISI 304L) and all internal surfaces, pipework, valves and equipment must be designed to allow problem free cleaning and sanitizing using standard CIP equipment.

CB-PD-Blk-R008

Sample point in the tank or in the pipe must be sealed to prohibit unauthorized access.

CB-PD-Blk-R038

Sampling valves must be of hygienic design (EHEDG-certified) and must allow efficient sterilization.

Overpressure safety valve must be in place. Maximum acceptable efficiency defined in m3/h or hl/h for filling must match the filling flow (55 m3/h). Pressure relief pipe must be located at the highest point of tank/container.

CB-PD-Blk-R010

Vacuum safety valve must be in place with max acceptable efficiency defined in m3/h or hl/h for emptying matching the emptying flow (45 m3/h)

CB-PD-Blk-R011

The tanker must be equipped with a manometer, which allows reading the gas pressure.

CB-PD-Blk-R012

The tanker must have a minimum operating pressure of 2 bar.

CB-PD-Blk-R013

The tanks and/or chassis must be designed to secure complete filling and emptying of the tanks.

CB-PD-Blk-R014

The inlet and outlet must be placed in the back and at the bottom of the tank. The maximum distance from filling valve to end of chassis is 50 cm.

The below picture is showing an unacceptable tanker.



CB-PD-Blk-R015

The interior of the tankers must be inspected at least once per year. An inspection report must be available on request.

CB-PD-Blk-P009

It is recommended that tankers have internal (installed inside) cleaning devices (Rota jets, spray balls or similar) for cleaning. Cleaning should be done using these devices only.

What?

The road tanker must be delivered completely empty of water.

Why?

Residual water can be mixed with the product creating dilution if not drained before filling as well as can freeze the main valve during winter time

How?

Drain completely the bulk tanker before CO2 compression

CB-PD-Blk-R025

In case the pressure in empty tanker upon arrival is lower than 0.5 bar, the tanker must be rejected.

CB-PD-BLK-R043

In case the pressure drop of the empty tanker upon arrival is > 0.2 bar, the tanker must be rejected for filling.

CB-PD-Blk-R026

Prior to filling the tankers must be:

- Empty
- Pressurized with either CO2, N2 or mixed gas (CO2/N2) with the purity according to the quality specification.
- Oxygen content must be checked and must not be higher than 500 ppm by volume
 this applies for products that are sensitive for oxygen.

CB-PD-Blk-R017

The driver must be able to show the cleaning certificate (in English), including tanker number, name of responsible person, date of cleaning, name and address of cleaning station, the final internal pressure. It is also required to present the record of the last three loadings.

CB-PD-Blk-P002

The maximum height of the road tanker (chassis plus tank) should be 3.75 m

Bulk CIP Requirements

CB-PD-Blk-R016

The tankers must be cleaned and sanitized after each emptying according to the Cleaning Matrix as defined in Blk-R037 below. Refilling without cleaning can be done after thorough micro validation done by local Quality team. The validation protocol must be available on request. The boundary conditions are:

- The tanker will be refilled with the same product type (Lager, Cider).
- No flavor carryover can be detected.
- Filling can be done within 24 h without disinfection and within 3 days with disinfection.
- The tanker must be cleaned min. weekly.

CB-PD-Blk-R018

The tanker must to be sealed after cleaning and the seal number must be recorded on cleaning certificate.

CB-PD-Blk-R019

The tanker must be cleaned by a cleaning station certified by Carlsberg and approved by supplier audit

Cleaning Matrix

CB-PD-Blk-R037

The below Cleaning Matrix provides the requirements, which cleaning procedures have to be applied. If in doubt, the Special Cleaning Procedure (CB-PD-Blk-P017) with caustic must be applied.

			То							
		Filtered Lager Beer	Unfiltered and Wheat Beer	Ales, dryhoppe d Beer	Beermix with sugar and flavor	Alcohol Free Beer	Cider	Soft Drinks	Strong Flavor	Water
	Filtered Lager Beer	AC	AC	AC	AC	CAC	AC	AC	AC	CAC
	Unfiltered and Wheat Beer	CAC	AC	CAC	CAC	CAC	CAC	CAC	CAC	CAC
	Ales, dry- hopped Beer	CAC	CAC	AC	CAC	CAC	CAC	CAC	CAC	CAC
From	Beermix with sugar and flavor	AC	AC	AC	AC	CAC	AC	AC	AC	CAC
_	Alcohol Free Beer	AC	AC	AC	AC	AC	AC	AC	AC	CAC
	Cider	AC	AC	AC	AC	CAC	AC	AC	AC	CAC
	Soft Drinks	AC	AC	AC	AC	CAC	AC	AC	AC	CAC
	Strong Flavor	CAC	CAC	CAC	CAC	CAC	CAC	CAC	AC	CAC
	Water	AC	AC	AC	AC	AC	AC	AC	AC	AC

AC Standard Cleaning Procedure – see Blk-R040

CAC Special Cleaning Procedure - see Blk-R035

Standard Cleaning Procedure (Acid Cleaning)

CB-PD-Blk-P016

The below table describes the standard cleaning procedure (AC) as mentioned in the Cleaning Matrix Blk-R037.

Step	Medium	Temperature [°C]	Time [min]	Concentration [%]	Comments
1	Drainage - completel	emptying the bulk ve	essel		
2	Fresh water rinse	Ambient	5		
	Acid circulation with	Amblant	> 20; maximum duration depending on cleaning	Depending on	 Combined cleaning acid + disinfection, e.g. PAA
3	disinfection	Ambient	equipment	product	 Follow supplier recommendation s
4	Fresh water rinse, drinking water quality	Ambient	Rinse until conductivity of water is reached in return flow		 Alternative water with ClO₂ or PAA – if allowed by local legislation
5	Pressurize with CO ₂ or N ₂ to 0.7 – 2.0 bars immediately after cleaning up to a maximum of 72 hours prior to loading, unless formal dispensation is provided by the Site Quality Manager.				

Special Cleaning Procedure with Caustic (CAC)

CB-PD-Blk-P017

All tankers, which had as a previous load liquids with high sugar, containing yeast, or with strong or pungent flavors have to be cleaned with a more stringent procedure, as outlined below. This may also be applicable to other liquids, after a formal risk assessment or following local requirements. (was R-034 in previous version)

Step	Medium	Temperature [*C]	Time [min]	Concentration [%]	Comments
1		y emptying the bulk ve			
2	Vent and rinse with a		s liquid had a strong o	r pungent flavor	
3	Fresh water rinse	Ambient	5		
4	Caustic circulation	Ambient	Duration depending on cleaning equipment and tank dimensions	0.5 – 1.0	Always with appropriate additive Possibility of in- line addition of PAA (min 550 ppm) as booster for flavor removal
5	Fresh water rinse	Ambient	Until conductivity of water is reached in return flow		
6	Acid circulation with disinfection	Ambient	> 20; maximum duration depending on cleaning	Depending on product	Combined cleaning acid + disinfection, e.g. PAA
			equipment		 Follow supplier recommendations
7	Fresh water rinse, drinking water quality	Ambient	Until conductivity of water is reached in return flow		Alternative water with CIO ₂ or PAA – if allowed by local legislation
8	Pressurize with CO ₂ or N ₂ to 0.7 - 2 bars immediately after cleaning up to a maximum of 72 hours prior to loading, unless formal dispensation is provided by the Site Quality Manager.				

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All material for sealings and gaskets have to be checked for flavor carry-over and compatibility to the flavor and cleaning chemicals. If needed, materials have to be exchanged! (was R035 in previous version)

RECEIVING COMPANIES

INVOICING INSTRUCTIONS



Version: 3.3/ August 2023

CARLSBERG GROUP INVOICING INSTRUCTIONS FOR CSC & RECEIVING COMPANIES

The Carlsberg Group requires certain mandatory information, as set out in these instructions, to be included in all invoices submitted for payment. <u>Failure to comply with these requirements may result in the invoice being rejected and/or payment being delayed.</u>

The default invoicing currency is EURO unless otherwise stated. The payer is indicated in the Lane Remarks or in the Transport Order for spot source and once off Transport Orders. Any changes to these instructions will be communicated to the suppliers in advance.

For details of the mandatory invoicing procedures, please refer to clause 10.2. Invoice procedure per Payer and settlement mode in Operational Manual for Carriers.

Customer on invoice

The name and address of the ordering Carlsberg Group company must always be stated in the customer section of the invoice, along with the Cost Center (if possible):



Carlsberg Supply Company AG

Spinnereistrasse 2 8866 Ziegelbrucke Switzerland CHE 114465127MWST

CC: 100811616

Mandatory information required on the invoice:

- Customer name and address
- Customer VAT number
- Customer Cost Center
- Supplier VAT number
- Supplier contact information
- Supplier bank details
- Invoice number
- Invoice date
- Payment terms
- Transport references (loading references, e.g. load ID or order number)
- Total freight rate per transport (charges/compensation enumerated in a separate line on the invoice)
- Freight rate currency
- Date of delivery per transport

For collective monthly invoices, invoice specification (enumeration of invoiced transports) is required (either included in invoice text or as a separate file shared along with the collective invoice).

Where digital invoice is required, Supplier is obliged to provide an invoice digital in pdf. format – invoice scan will not be accepted.

Customer Payer Data

CSC [Billing Proposal] Carlsberg Supply Company AG
CSC [CE&L] Carlsberg Supply Company AG
FR [EUR] Kronenbourg Supply Company
DK [EUR] Carlsberg Supply Company Danmark A/S
DK [DKK] Carlsberg Supply Company Danmark A/S
SE [EUR] Carlsberg Supply Company Sverige AB
IT [EUR] Carlsberg Italia SPA
RS [EUR] Carlsberg Srbija doo
HR [EUR] Carlsberg Croatia
GR [EUR] Olympic Brewery SA
BG [EUR] Carlsberg Bulgaria AD
LT [EUR] JSC "Švyturys-Utenos alus"
LV [EUR] AS Aldaris
HU [EUR] Carlsberg Hungary Kft
EE [EUR] Saku Õlletehase AS
GB [EUR] CMBC Supply Limited
CH [EUR] Feldschlösschen Supply Company AG
CH [EUR] Feldschlösschen Supply Company AG
FLIFURI Ov Sinebrychoff Ab

CSC [Billing Proposal] Carlsberg Supply Company AG

Data	Market data
Company name	CARLSBERG SUPPLY COMPANY AG BANK
Company address (street, postal code, city, country)	SPINNEREISTRASSE 2, 88-66 ZIEGELBRÜCKE, SWITZERLAND
VAT number/ EU VAT number	CHE114465127
Cost center (if possible)	100811616/100811617
Bank name	DANSKE BANK, HELSINKI
SWIFT/IBAN	DABAFIHH / FI5981619710000661
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	NO
*Do you require hard copy of CMR sent via post?	NO
Invoice Collector	CSC_suppliers_invoices@carlsberg.com

CSC [CE&L] Carlsberg Supply Company AG

Data	Market data
Company name	CARLSBERG SUPPLY COMPANY AG BANK
Company address (street, postal code, city, country)	SPINNEREISTRASSE 2, 88-66 ZIEGELBRÜCKE, SWITZERLAND
VAT number/ EU VAT number	CHE114465127
Cost center (if possible)	
Bank name	DANSKE BANK, HELSINKI
SWIFT/IBAN	DABAFIHH / FI5981619710000661
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	МО
*Do you require hard copy of CMR sent via post?	NO
Invoice Collector	CSC_suppliers_invoices@carlsberg.com

FR [EUR] Kronenbourg Supply Company

Data	Market data		
Company name	KRONENBOURG SUPPLY COMPANY		
Company address (street, postal code, city, country)	BOULEVARD DE L'EUROPE - 678210 - OBERNAI - FRANCE		
VAT number/ EU VAT number	FR54528365125		
Cost center (if possible)	119290630		
Bank name	BNP PARIBAS STRASBOURG		
SWIFT/IBAN	BNPAFRPPSTR / FR7630004004850002768603154		
Invoicing currency	EUR		
*Do you require copy of CMR with an e-invoice?	YES		
*Do you require hard copy of CMR sent via post?	ИО		
Invoice Collector	FR.lsc_suppliers_invoices@carlsberg.com		

DK [EUR] Carlsberg Supply Company Danmark A/S

Data	Market data
Company name	CARLSBERG SUPPLY COMPANY DANMARK A/S
Company address (street, postal code, city, country)	VESTERFAELLEDVEJ 6, DK-1750, COPENHAGEN V
VAT number/ EU VAT number	DK36066296
Cost center (if possible)	
Bank name	DANSKE BANK HAMBURG
SWIFT/IBAN	DABADEHH / DE85203205004989144081
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	NO
*Do you require hard copy of CMR sent via post?	NO
Invoice Collector	DK.LSC_Suppliers_Invoices@carlsberg.com

DK [DKK] Carlsberg Supply Company Danmark A/S

Data	Market data
Company name	CARLSBERG SUPPLY COMPANY DANMARK A/S
Company address (street, postal code, city, country)	VESTERFAELLEDVEJ 6, DK-1750, COPENHAGEN V
VAT number/ EU VAT number	DK36066296
Cost center (if possible)	
Bank name	NORDEA-DK
SWIFT/IBAN	NDEADKKK / DK6420000741937980
Invoicing currency	DKK
*Do you require copy of CMR with an e-invoice?	ИО
*Do you require hard copy of CMR sent via post?	ИО
Invoice Collector	DK.LSC_Suppliers_Invoices@carlsberg.com

SE [EUR] Carlsberg Supply Company Sverige AB

Data	Market data
Company name	CARLSBERG SUPPLY COMPANY SVERIGE AB
Company address (street, postal code, city, country)	BOX 154, 311 22 FALKENBERG, SWEDEN
VAT number / EU VAT number	SE556898003001
Cost center (if possible)	102230611
Bank name	NORDEA-SE
SWIFT/IBAN	NDEASESS / SE1695000099601844605947
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	NO
*Do you require hard copy of CMR sent via post?	NO
Invoice Collector	SE.LSC_Suppliers_Invoices@carlsberg.com

IT [EUR] Carlsberg Italia SPA

Teorif currently state of 71	
Data	Market data
Company name	CARLSBERG ITALIA SPA
Company address (street, postal code, city, country)	Via George Washington 70, 20146 Milan (MI) ITA Italy
VAT number/ EU VAT number	IT02534610122
Cost center (if possible)	
Bank name	INTESA SAN PAOLO SPA
SWIFT/IBAN	BCITITMM / IT41D0306910810100000006355
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	МО
*Do you require hard copy of CMR sent via post?	ИО
Invoice Collector	fornitori@carlsberg.it

RS [EUR] Carlsberg Srbija doo

Data	Market data
Company name	CARLSBERG SRBIJA DOO
Company address (street, postal code, city, country)	PROLETERSKA 17, 21413 ČELAREVO
VAT number/ EU VAT number	RS100495907
Cost center (if possible)	
Bank name	UNICREDIT BANK SERBIA
SWIFT/IBAN	BACXRSBG / RS35170000030081632060
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	YES
*Do you require hard copy of CMR sent via post?	YES and hard copy of Invoice to warehouse address
Invoice Collector	export-import@carlsberg.rs

HR [EUR] Carlsberg Croatia

Data	Market data
Company name	CARLSBERG CROATIA
Company address (street, postal code, city, country)	ULICA DANICA 3, 48000 KOPRIVNICA, HRVATSKA
VAT number / EU VAT number	HR9520995772
Cost center (if possible)	
Bank name	ZAGREBAČKA BANKA d.d. ZAGREB
SWIFT/IBAN	ZABAHR2X / HR9623600001101927469
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	YES
*Do you require hard copy of CMR sent via post?	YES
Invoice Collector**	blazenka.vrbanic@carlsberg.hr

^{**}for import from RS daily invoices need to be sent as usual.

GR [EUR] Olympic Brewery SA

Data	Market data
Company name	OLYMPIC BREWERY SA
Company address (street, postal code, city, country)	THESSI VRISES,70THKM ATHENS-LAMIA, 32009, RITSONA, EVOIA, GREECE
VAT number/ EU VAT number	EL999188717
Cost center (if possible)	
Bank name	NORDEA BANK
SWIFT/IBAN	DK8920005036514754
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	YES
*Do you require hard copy of CMR sent via post?	МО
Invoice Collector	accounting@olympicbrewery.gr

BG [EUR] Carlsberg Bulgaria AD

Data	Market data
Company name	CARLSBERG BULGARIA AD
Company address (street, postal code, city, country)	1 BUSINESS PARK SOFIA, BUILD.10, FL.4, 1766, SOFIA, BULGARIA
VAT number/ EU VAT number	BG127015636
Cost center (if possible)	
Bank name	UNICREDIT BULBANK AD
SWIFT/IBAN	UNCRBGSF/ BG47UNCR96601026040711
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	YES
*Do you require hard copy of CMR sent via post?	a copy is not required, it is needed to send the originals to the respective locations as submitted in the requirements
Invoice Collector	BG BG DL Accountant accountant@carlsberg.bg

LT [EUR] JSC "Švyturys-Utenos alus"

LI [EUR] 33C Svytarys-Oterios aius	
Data	Market data
Company name	JSC "ŠVYTURYS-UTENOS ALUS"
Company address (street, postal code, city, country)	PRAMONĖS STR. 12, LT-28500 UTENA, LITHUANIA
Office address	PAKALNĖS STR. 9, LT-01112 VILNIUS, LITHUANIA
VAT number/ EU VAT number	LT107964917
Cost center (if possible)	
Bank name	AB SEB BANK
SWIFT/IBAN	CBVILT2X / LT707044060002529180
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	YES
*Do you require hard copy of CMR sent via post?	NO
Invoice Collector	AP.SV@carlsberg.com

LV [EUR] AS Aldaris

Data	Market data
Company name	AS ALDARIS
Company address (street, postal code, city, country)	TVAIKA IELA 44, RIGA, LV-1005
VAT number/ EU VAT number	40003073627
Cost center (if possible)	
Bank name	AS SEB BANKA
SWIFT/IBAN	UNLALV2X / LV50UNLA0001019469323
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	YES
*Do you require hard copy of CMR sent via post?	NO
Invoice Collector	AP.SV@carlsberg.com

HU [EUR] Carlsberg Hungary Kft.

Data	Market data
Company name	CARLSBERG HUNGARY KFT.
Company address (street, postal code, city, country)	NEUMANN JÁNOS UTCA 3. 2040 - BUDAORS, HUNGARY
VAT number / EU VAT number	13136859-2-13/ HU13136859
Cost center (if possible)	
Bank name	BNP PARIBAS, HUNGARY BRANCH
SWIFT/IBAN	BNPAHUHX / HU18131000070250780000899785
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	YES
*Do you require hard copy of CMR sent via post?	YES
Invoice Collector	konyveles@carlsberg.hu

EE [EUR] Saku Õlletehase AS

Data	Market data
Company name	SAKU ÕLLETEHASE AS
Company address (street, postal code, city, country)	TALLINNA MNT 2, 75001 SAKU ALEVIK, ESTONIA
VAT number/ EU VAT number	EE100434822
Cost center (if possible)	<u></u>
Bank name	AS SEB Pank
SWIFT/IBAN	EEUHEE2X / EE241010022098892007
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	NO, only by separate request.
*Do you require hard copy of CMR sent via post?	NO
Invoice Collector	AP.SV@carlsberg.com

GB [EUR] CMBC Supply Limited

Data	Market data
Company name	CMBC Supply Limited
Company address (street, postal code, city, country)	Marston's House, Brewery Road, WV1 4JT Wolverhampton, England
VAT number/ EU VAT number	GB679005812
Cost center (if possible)	104090095
Bank name	Danske Bank
SWIFT/IBAN	GB02DABA30128122019422
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	NO, only by separate request.
*Do you require hard copy of CMR sent via post?	NO
Invoice Collector	UK.LSC_Suppliers_Invoices@carlsberg.com

CH [EUR] Feldschlösschen Supply Company AG

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Data	Market data
Company name	Feldschlösschen Supply Company AG
Company address (street, postal code, city, country)	Theophil-Roniger Strasse, CH-4310 Rheinfelden, Switzerland
VAT number/ EU VAT number	VAT CHE-399.610.261
Cost center (if possible)	
Bank name	
SWIFT/IBAN	
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	YES
*Do you require hard copy of CMR sent via post?	ИО
Invoice Collector	ch.lsc_suppliers_invoices@carlsberg.com

CH [EUR] Feldschlösschen Supply Company AG

Data	Market data
Company name	Feldschlösschen Supply Company AG
Company address (street, postal code, city, country)	Theophil-Roniger Strasse, CH-4310 Rheinfelden, Switzerland
VAT number/ EU VAT number	VAT CHE-399.610.261
Cost center (if possible)	
Bank name	
SWIFT/IBAN	
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	YES
*Do you require hard copy of CMR sent via post?	ИО
Invoice Collector	ch.lsc_suppliers_invoices@carlsberg.com

FI [EUR] Oy Sinebrychoff Ab

Data	Market data
Company name	Oy Sinebrychoff Ab
Company address (street, postal code, city, country)	Sinebrychoffinaukio 1, 042050 Kerava, Finland
VAT number/ EU VAT number	VAT 01139514
Cost center (if possible)	
Bank name	
SWIFT/IBAN	
Invoicing currency	EUR
*Do you require copy of CMR with an e-invoice?	YES
*Do you require hard copy of CMR sent via post?	МО
Invoice Collector	invoices@carlsberg.com