



MARK ANTHONY BREWING
STANDARD PURCHASE TERMS & CONDITIONS

Version 1.0
Last Modified 4/1/2026



1. CONTRACT FORMATION AND PRECEDENCE

1.1. APPLICABILITY

These Terms apply to all purchases by Mark Anthony Brewing Inc. (“*MAB*”).

1.2. DEFINITIONS

“*Terms*” means these Standard Purchase Terms & Conditions; “*Supplier*” means any entity receiving Purchase Orders from MAB; “*Goods*” means materials, ingredients, packaging, and equipment; “*Services*” means co-packing, manufacturing, and warehousing; “*Manual*” means MAB's Supplier Quality Expectations Manual; “*Purchase Order*” means MAB's purchase order incorporating these Terms; and “*Affiliates*” means any entity that directly or indirectly controls, is controlled by, or is under common control with MAB or its parent company.

1.3. CONTRACT TERMS

Supplier's acceptance of Purchase Orders (by acknowledgment, performance, shipment, or 48-hour silence) constitutes acceptance of these Terms. MAB may withdraw Purchase Orders at any time before acceptance. Any additional or different terms in Supplier communications are rejected and of no effect. Electronic transactions have the same effect as written documents. If a signed supply agreement exists between MAB and Supplier, that agreement governs to the extent of any conflict with these Terms. Otherwise, these Terms and the applicable Purchase Order constitute the entire agreement. Supplier shall comply with the Manual, which MAB may update from time to time. This is a non-exclusive relationship with no minimum purchase commitments unless specified in writing. Amendments to these Terms require a writing signed by an authorized MAB representative.

2. PRICING, PAYMENT, AND TAXES

2.1. PRICING

All prices are in USD, firm and final, and include all costs unless otherwise specified. Supplier warrants that prices charged to MAB are no less favorable than those extended to any other customer for similar quantities of similar Goods or Services. If Supplier reduces such prices during the term of any Purchase Order, Supplier shall reduce MAB's prices accordingly.

2.2. SHIPPING TERMS

Unless otherwise specified in Purchase Orders, all transactions shall be DDP (Delivered Duty Paid) or FCA (Free Carrier) per Incoterms® 2020. Under DDP, Supplier bears all costs to MAB's designated facility. Under FCA, Supplier delivers to designated carrier at Supplier's facility. No other Incoterms apply without MAB's written approval.

2.3. PAYMENT AND SETOFF

MAB pays within 90 days of delivery and correct invoice. Supplier shall invoice within 5 days of shipment. Invoices must include the Purchase Order number, product descriptions, quantities, unit prices, lot/batch numbers, and any other information specified in Purchase Orders. Incomplete or inaccurate invoices will be returned and payment terms restart upon receipt of corrected invoice. Invoices not submitted within 6 months of delivery or completion are waived. MAB may dispute invoices within 30 days; Supplier must provide supporting documentation within 10 business days. MAB may setoff any amounts Supplier owes against amounts payable to Supplier. If setoff exceeds amounts payable, Supplier shall pay the balance within 10 days.

2.4. TAXES



Supplier is responsible for all taxes related to its performance under these Terms. Under DDP terms, Supplier bears all duties and customs charges. Sales taxes applicable to MAB will be separately stated on invoices and paid by MAB. MAB may withhold taxes as required by law.

3. DELIVERY AND PERFORMANCE

3.1. DELIVERY AND ORDER MANAGEMENT

Time is of the essence. Supplier shall deliver Goods and perform Services by the dates specified in each Purchase Order. If Supplier fails to deliver on time, MAB may, without liability, terminate or reschedule the Purchase Order and purchase substitutes at Supplier's cost.

MAB may modify Purchase Orders at any time by written notice. If a modification changes cost or time required for performance, the parties will negotiate an equitable adjustment. If Supplier delivers more or less than the quantity ordered, MAB may reject all or any Goods delivered. Rejected Goods are returned at Supplier's risk and expense. If MAB accepts varied quantities, the price shall be adjusted pro-rata. Supplier bears expedited delivery costs when delays result from Supplier's failure.

3.2. SHIPPING AND DOCUMENTATION

Title and risk of loss pass to MAB upon delivery and acceptance at MAB's designated facility. Goods shall be packed per applicable laws and MAB's instructions, or if none, in a manner ensuring undamaged delivery. Purchase Order numbers, quantities, and lot/batch numbers must appear on all shipping documents and labels. Each shipment must include a Certificate of Analysis, Bill of Lading, and Safety Data Sheet where applicable, plus any other documentation specified in Purchase Orders. Return of packaging materials is at Supplier's risk and expense.

4. QUALITY STANDARDS AND WARRANTIES

4.1. QUALITY REQUIREMENTS AND WARRANTIES

All Goods must meet the quality, safety, and performance requirements specified in Purchase Orders, the Manual, and applicable specifications, and comply with all applicable laws. Supplier warrants that Goods shall: (i) be manufactured in accordance with good manufacturing practices and industry standards; (ii) conform to all specifications, drawings, and descriptions provided by MAB; (iii) be conveyed with good title, free of liens or encumbrances; (iv) be new and free from defects in design, materials, and workmanship; (v) not infringe any third-party intellectual property rights; (vi) be merchantable, safe, and fit for MAB's intended purposes; (vii) be adequately packaged and labeled; (viii) not be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended, or any applicable state food and drug law, and not be an article which may not under Sections 404 or 505 of the Federal Food, Drug, and Cosmetic Act be introduced into interstate commerce; and (ix) comply with the Food Safety Modernization Act and all other applicable food safety laws and regulations.

Supplier warrants that all Services will be performed by qualified personnel in a professional and workmanlike manner consistent with industry standards for similar services.

When Supplier's personnel are present at MAB's facilities, they shall comply with all applicable MAB health, safety, security, and environmental policies, follow MAB personnel instructions, and take all necessary precautions to prevent accidents. At completion of work, Supplier shall promptly remove all materials, equipment, and rubbish. Supplier waives all construction claims and liens



against MAB's property. Any MAB equipment used by Supplier is under Supplier's sole custody and control, and Supplier bears all risk of loss or damage.

Material changes to Goods, including changes to specifications, processes, raw material sources, or manufacturing locations, require MAB's prior written approval.

These warranties apply for 12 months after delivery, survive delivery, inspection, acceptance, and payment, and are cumulative with any warranty provided by law or equity.

4.2. INSPECTION AND REMEDIES

MAB may inspect or test all or a sample of Goods at any time, including during manufacture. Notwithstanding prior receipt or payment, MAB may reject all or any portion of non-conforming, defective, or excess Goods. Upon rejection, MAB may at its sole discretion: (i) cancel the Purchase Order in whole or in part; (ii) require repair or replacement at Supplier's cost; (iii) return rejected Goods at Supplier's cost and purchase substitutes elsewhere; or (iv) retain Goods at a reduced price. Supplier shall reimburse MAB for all costs resulting from non-conformance. Supplier remains responsible for its own testing, inspection, and quality control.

5. REGULATORY COMPLIANCE AND RECORDS

5.1. GENERAL COMPLIANCE

Supplier shall comply with all applicable laws and regulatory requirements. Supplier represents compliance with anti-corruption laws (including U.S. Foreign Corrupt Practices Act and U.K. Bribery Act), trade sanctions, and export controls. Supplier confirms it is not a Restricted Party, will not use sanctioned goods or services, and shall maintain accurate books and records. Supplier shall promptly notify MAB in writing of any event that could materially affect Supplier's ability to perform, including insolvency, regulatory actions, loss of required permits, or related litigation. For Goods containing hazardous substances, Supplier shall provide all required safety information, handling instructions, and labeling. Supplier warrants Goods do not contain substances prohibited under applicable environmental laws including the Clean Air Act, Toxic Substance Control Act, or Federal Insecticide Fungicide and Rodenticide Act. Supplier represents that all Goods were produced in compliance with the Fair Labor Standards Act of 1938, as amended, and will certify the same upon MAB's request.

5.2. IMPORT/EXPORT REQUIREMENTS

Supplier shall comply with C-TPAT requirements and export control laws, provide accurate customs documentation (including commercial invoices, Bills of Lading, certificates of origin, and harmonized codes), and immediately notify MAB of any customs violations. Supplier indemnifies MAB against duties, taxes, and penalties arising from non-compliance.

5.3. RECORDS, AUDIT RIGHTS, AND SECURITY

Supplier shall maintain accurate records of its performance under these Terms for 5 years. MAB may audit Supplier's facilities and records on reasonable notice to verify compliance, and Supplier shall provide full access and cooperation. MAB bears routine audit costs; Supplier bears audit costs triggered by non-compliance. Supplier shall maintain appropriate safeguards to protect MAB's data, products, and confidential information and promptly notify MAB of any security incidents.

6. PRODUCT LIABILITY AND RECALLS



MAB has the exclusive right to initiate and direct any recall, market withdrawal, stock recovery, or product correction regarding Goods or products incorporating the Goods, including control over related communications. Supplier shall fully cooperate with and implement any recall actions MAB directs. Supplier bears all recall costs attributable to its Goods, including retrieval, transportation, disposal, replacement, consumer refunds, regulatory fines, lost profits, crisis management, attorneys' fees, and MAB employee time. Supplier must notify MAB within 24 hours of any product defects, safety concerns, regulatory actions, or government inquiries relating to Goods and take reasonable steps to resolve any government inquiry without exposing MAB to liability.

7. MATERIALS AND PROPERTY

Supplier shall obtain all necessary materials, equipment, and supplies to perform unless MAB provides them. MAB may direct Supplier to purchase from designated sources, with Supplier passing through cost savings to MAB. All property furnished or paid for by MAB remains MAB's exclusive property, held by Supplier as bailee. Supplier bears risk of loss, will not permit liens, and must return such property upon request.

8. INDEMNIFICATION

8.1. GENERAL INDEMNIFICATION

Supplier shall defend, indemnify, and hold harmless MAB, its parent company, their Affiliates, and their respective officers, directors, employees, and agents from all losses, damages, liabilities, claims, settlements, costs, and expenses (including reasonable attorneys' fees) arising from: (i) breach of these Terms; (ii) Supplier's negligence or willful misconduct; (iii) product liability claims or personal injury or property damage caused by Supplier's Goods; or (iv) failure to comply with applicable laws. Supplier may not settle without MAB's prior written consent.

8.2. INTELLECTUAL PROPERTY INDEMNIFICATION

Supplier shall defend, indemnify, and hold harmless MAB, its parent company, and their Affiliates from all claims that Goods infringe any intellectual property right. If use or sale of Goods is enjoined, Supplier shall at its expense obtain rights for continued use, substitute equivalent acceptable products, or reimburse MAB for amounts paid.

8.3. INSURANCE AND COVERAGE

Supplier shall maintain, at its own expense, insurance with carriers rated A- or better by A.M. Best, including: Commercial General Liability (including products and completed operations) of \$2,000,000 per occurrence / \$4,000,000 aggregate; Auto Liability of \$1,000,000 per occurrence; Workers' Compensation at statutory limits plus Employers' Liability of \$1,000,000; and Umbrella/Excess Liability of \$5,000,000. For professional, consulting, or technology services, Supplier shall also maintain Professional Liability of \$1,000,000 per claim. All liability policies shall name MAB as additional insured with primary and non-contributory coverage and waiver of subrogation. Supplier shall provide certificates upon request and maintain coverage for 1 year after termination. Insurance limits do not cap Supplier's indemnity obligations.

9. LIMITATION OF LIABILITY

MAB's liability to Supplier is limited to the Purchase Order amount for the specific Goods/Services giving rise to the claim and excludes all indirect, incidental, special, punitive, or consequential damages. This does not limit MAB's rights, remedies, or Supplier's obligations under these Terms.

10. INTELLECTUAL PROPERTY AND CONFIDENTIALITY



10.1. CONFIDENTIALITY AND MAB PROPERTY

All non-public information MAB discloses to Supplier under these Terms or any Purchase Order, including the terms and existence of these Terms and all Purchase Orders, is MAB's confidential information ("**Confidential Information**"). Supplier shall hold Confidential Information in strict confidence, use it solely for performing under these Terms, and not disclose it without MAB's prior written consent. Access shall be limited to Supplier's employees and agents who need it to perform and who are bound by equivalent confidentiality obligations. Upon termination or completion of any Purchase Order, Supplier shall promptly return or destroy all Confidential Information received from MAB. The obligations in this section do not apply to information that: (a) is or becomes publicly available through no fault of Supplier, (b) was known to Supplier before disclosure by MAB, as evidenced by Supplier's written records, (c) is independently developed by Supplier without use of or reference to MAB's Confidential Information, or (d) is lawfully received by Supplier from a third party without restriction on disclosure. Supplier may also disclose Confidential Information to the extent required by law or government agency, provided that Supplier gives MAB prompt prior written notice before such disclosure and cooperates with MAB's efforts to limit or oppose the disclosure.

These confidentiality obligations survive for 5 years after termination or expiration of the applicable Purchase Order, except that trade secret obligations continue for as long as the information qualifies as a trade secret under applicable law. No information MAB receives from Supplier shall be deemed confidential unless MAB agrees otherwise in a separate written agreement.

10.2. DATA PROTECTION

Supplier acts as a processor or service provider under applicable privacy laws for any personal data it accesses or processes on MAB's behalf. Supplier shall process such data only as MAB instructs and only to perform under these Terms. Supplier shall not use or disclose personal data for its own purposes. Supplier shall agree to MAB's data processing addendum, comply with applicable privacy laws, and implement appropriate security measures. Supplier shall promptly notify MAB of any individual data subject requests and cooperate with MAB's response. Supplier shall notify MAB within 24 hours of any actual or suspected data breach and reimburse MAB for all costs MAB incurs investigating and responding to any breach caused by Supplier.

10.3. DEVELOPED IP

All work product and other materials created by Supplier, its employees, or subcontractors in connection with these Terms or any Purchase Order ("**Developed IP**") is MAB's sole property. Supplier assigns to MAB all worldwide right, title, and interest in Developed IP, including all intellectual property rights. To the extent permitted by law, Developed IP shall be considered a work made for hire. Supplier shall ensure its employees and subcontractors agree in writing to this assignment before performing work under a Purchase Order, promptly disclose all Developed IP to MAB, and execute any documents MAB requests to confirm its ownership. Standard off-the-shelf goods sold by Supplier without customization for MAB do not constitute Developed IP.

10.4. BACKGROUND IP

Each party retains its pre-existing intellectual property. Supplier grants MAB a non-exclusive license to any Supplier IP incorporated into Goods or Services.

11. ASSIGNMENT, TERMINATION, AND RELATIONSHIP



11.1. ASSIGNMENT AND RELATIONSHIP

Supplier may not assign rights or delegate obligations without MAB's prior written consent. MAB may freely assign these Terms. Supplier remains liable for all subcontractor performance. Supplier is an independent contractor with no authority to bind MAB. These Terms do not create any agency, partnership, or joint venture, and no third party has any rights hereunder.

11.2. TERMINATION

MAB may terminate any Purchase Order for convenience at any time by written notice to Supplier. Upon such termination, Supplier shall immediately stop all work and cause its subcontractors to cease work. MAB shall pay Supplier for conforming Goods delivered and accepted prior to termination and for Supplier's unavoidable costs incurred before receiving notice, less any savings from the termination. MAB shall not be liable for lost profits or other consequential damages arising from termination for convenience. Upon termination, MAB may require Supplier to transfer to MAB all materials, work in progress, completed goods, tooling, and plans allocated to the terminated Purchase Order, and MAB shall pay fair value for such items.

MAB may terminate immediately for cause upon: material breach (with a 15-day cure period for breaches capable of cure), failure to provide reasonable assurances of future performance, insolvency, violation of law, safety concerns, or fraud. If terminated for cause, Supplier's sole remedy is payment for conforming Goods delivered and accepted before termination.

11.3. FORCE MAJEURE

Neither party shall be liable for failure to perform to the extent caused by events beyond its reasonable control, including natural disasters, war, terrorism, and government actions. The affected party shall promptly notify the other in writing and use reasonable efforts to mitigate and resume performance. If a Force Majeure event only partially prevents Supplier's performance, Supplier shall allocate available supply fairly among its customers and shall not give MAB less favorable treatment. If inability to perform continues for more than 30 days, either party may terminate the affected Purchase Order without penalty. Force Majeure does not include economic hardship, market fluctuations, labor disputes at Supplier's facilities, or Supplier's payment obligations.

12. GOVERNING LAW; DISPUTES; WAIVER OF JURY TRIALS

These Terms are governed by Delaware law without regard to conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties shall first attempt to resolve any dispute through good faith negotiation between senior representatives. If not resolved within 30 days of written notice, either party may bring legal action exclusively in Delaware state or federal courts. Supplier irrevocably submits to such jurisdiction. SUPPLIER IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR ANY PURCHASE ORDERS.

13. SURVIVAL

Provisions that by their nature should survive termination or expiration of these Terms shall remain in effect, including payment obligations, warranties, indemnification, confidentiality, intellectual property, audit rights, insurance, limitation of liability, and governing law.

14. MISCELLANEOUS

14.1. NOTICES



All notices must be in writing and sent to the addresses specified in Purchase Orders or as otherwise designated in writing. Notices must be delivered by personal delivery, overnight courier, email with confirmed delivery, or certified mail. Email alone does not satisfy notice requirements for termination or other actions with material legal effect.

14.2. CUSTOMS AND TRADE

For Goods sourced outside the United States, MAB may elect to be Importer of Record. Supplier shall provide, at its expense, all information and documents required for customs entry, export licenses, and preferential duty treatment. Any resulting credits or benefits belong to MAB.

14.3. SEVERABILITY AND WAIVER

If any provision of these Terms is invalid or unenforceable, the remaining provisions remain in full effect. MAB's failure to enforce any provision does not constitute a waiver. No waiver is effective unless in writing and signed by an authorized MAB representative.

14.4. USE OF MARKS

Without MAB's prior written consent, Supplier shall not (a) use MAB's name, trademarks, or other marks, or those of its parent company or Affiliates, (b) disclose that MAB is Supplier's customer, (c) reference MAB in any marketing materials, customer lists, or press releases, or (d) publicize or discuss the subject matter of any Purchase Order with third parties.

14.5. ENFORCEMENT

All rights and remedies under these Terms are cumulative and in addition to all other rights and remedies available at law or equity. Supplier's material breach may result in immediate termination of all Purchase Orders and exclusion from future MAB business opportunities.