

## CCEP STANDARD CONDITIONS OF SALE

These Conditions apply to the sale of Products by CCEP to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. CCEP does not agree to contract on any terms and conditions which may appear, or be referred to, on any purchase orders, invoices, forms or other documents or communications (whether printed or electronic) or internet site purporting to amend, vary, supersede or replace these Conditions shall not apply unless accepted in writing by CCEP. Delivery personnel and other agents acting for CCEP have no authority to agree additional terms or the amendment, variation, supersession or replacement of these Conditions.

### 1. Definitions

- a) "**CCEP**" means Coca-Cola European Partners Great Britain Limited (incorporated in England and Wales with registered number 27173) of Pemberton House, Bakers Road, Uxbridge, Middlesex, UB8 1EZ.
- b) "**Contract**" means the contract between CCEP and you for the sale and purchase of the Products incorporating these Conditions.
- c) "**Delivery**" has the meaning in Condition 4(a).
- d) "**GB**" means England, Scotland, Wales, the Isle of Man, the Bailiwick of Guernsey and the Bailiwick of Jersey.
- e) "**Order**" means any order you place for Products (in accordance with any ordering process specified by CCEP).
- f) "**Pallet**" means a re-useable pallet or other delivery unit or container on or in which Products are supplied such as a wooden pallet, plastic merchandiser unit and beverage tray.
- g) "**Products**" means the beverages or other products manufactured, sold, supplied or distributed by CCEP or by a distributor on behalf of CCEP including the bottle, can or other non-returnable packaging in which they are supplied that have been purchased directly from CCEP.
- h) "**Promotional Material**" means point of sale or other marketing material promoting the Products, provided to you by CCEP.
- i) "**Purchase Price**" means the price of the Products quoted to you by CCEP which excludes VAT and other taxes payable.
- j) "**You**" and "**your**" means the individual, firm or company placing an order to buy Products from CCEP.
- k) The headings to the Conditions do not affect the meanings of the Conditions.

### 2. Prices

- a) CCEP reserves the right to change the Purchase Price before the date of Delivery to take account of any increase in the cost to CCEP of supplying the Products to you which may include but is not limited to increases in raw material, labour, production, transport and distribution costs, foreign exchange fluctuations, increases in tariffs, taxes, customs and levies, including a change to the levy or tax on soft drink products and a deposit return scheme being introduced to any part of the GB.
- b) CCEP will notify you of any change in the Purchase Price as soon as reasonably practicable and the Purchase Price payable will be the Purchase Price notified to you before the date of Delivery.
- c) The Purchase Price excludes VAT and other applicable taxes and duties must be paid at the same time as the Purchase Price.
- d) Any query or dispute over any invoice or Purchase Price must be raised in writing with CCEP within six months of Delivery. CCEP will not address any query or dispute raised after that six months period or issue you with a credit note in respect of an invoice issued more than six months before.
- e) The Purchase Price includes delivery of Products to locations on the mainland of England, Scotland or Wales.

### 3. Orders

- a) Any Order constitutes an offer by you to purchase the Products. Any quotation or price list for the Products provided by CCEP shall not constitute an offer and may be amended as set out in Conditions 2(a) and 3(e).
- b) Any Order may be accepted in part or full, entirely at CCEP's discretion. CCEP is not bound to deliver the Products and your Order is not deemed accepted until the earlier of:

- i. CCEP sending you written confirmation of acceptance of the Order (and any variations thereto); or
- ii. CCEP discussing and providing you with verbal or written confirmation of the date of (or lead time for) Delivery of the Products you have Ordered; or
- iii. CCEP delivering the Products in accordance with clause 4(a).

Once accepted in accordance with this clause 3(b), each such Order shall become a binding contract. All Orders incorporate and are accepted subject to these Conditions and subject to, including without limitation, the Products being available to CCEP to supply to you.

- c) CCEP does not operate a 'sale or return' policy. If you Order Products and the Order is accepted and the Products are Delivered (in accordance with Condition 4) you must pay for them. You are responsible for ensuring that the information you provide in an Order is correct and are liable for any Orders placed by your staff at any outlet that you operate or control.
- d) Every Order must be for at least CCEP's standard minimum order quantity or such other minimum order quantity that is agreed between you and CCEP. If your Order is below the applicable minimum order quantity, CCEP reserves the right to cancel the Order.
- e) From time to time CCEP may discontinue Products or alter the ingredients, preparation, packaging or presentation of Products. Nothing in these Conditions shall oblige CCEP to supply the Products to you in any particular package, design or form other than those which are from time to time available and in general circulation.

#### **4. Delivery**

- a) Delivery of the Products will occur when (i) the Products are delivered to your premises, or to the premises of your specified receiving agent or shipping agent at an address on the mainland of England, Scotland or Wales. The driver delivering the Products shall not be obliged to unload a transport vehicle; or (ii) you or your agent collect the Products from CCEP and CCEP's employees shall not be obliged to load the transport vehicle.
- b) If you give instructions for the Products to be delivered to a third party distributor ("your Agent"), CCEP can, at your election, invoice for the Products either (i) you directly at the prices agreed between you and CCEP; or (ii) your Agent, at the prices agreed between CCEP and your Agent who will then invoice you at prices agreed between you and your Agent, and all CCEP's delivery obligations to you will be satisfied on delivery to your Agent. You acknowledge that CCEP shall have no involvement in agreeing any delivery terms between you and your Agent nor in setting any delivery charges or other terms as to the price that your Agent may charge you. For the avoidance of doubt, where CCEP makes a delivery to your Agent in accordance with this condition it will amount to a delivery to you for the purposes of making Delivery.
- c) Any dates quoted for Delivery are approximate only, and the time of Delivery is not of the essence. CCEP will make reasonable efforts to make Delivery on time and in full. However CCEP will not be liable to you for any loss or damage resulting from a delay in Delivery or short order.
- d) If CCEP makes Delivery of your Order by instalment, each instalment will be the subject of a separate Contract and you will receive an invoice for each Delivery. Any delay in Delivery of or defect in an instalment shall not entitle you to cancel any other instalment.
- e) You must check all Products at the time of Delivery. You must sign CCEP's proof of delivery document, annotated where required, and return it to CCEP's delivery agent at the time of Delivery to enable CCEP to address delivery queries. If you reject any Products at the time of Delivery full details identifying which Products have been rejected and the reason(s) for rejection must be set out clearly on CCEP's proof of delivery document.
- f) CCEP aims (but does not guarantee) that at the date of Delivery there is a minimum of 75% or 6 months (whichever is less) of the shelf life of the Products remaining from the "Best Before" date displayed on the Products. This proportion of shelf life remaining may be reduced for less durable Products and/or for residual stocks of Products as agreed between the parties. Please note that it is your responsibility at all times to ensure that your stocks of Products are properly rotated and sold.

#### **5. Payments**

- a) Where no credit terms have been granted by CCEP: You must pay CCEP the full Purchase Price (and any additional taxes and charges) in cleared funds without any deduction on or before Delivery.
- b) Where credit terms have been granted by CCEP: You must pay CCEP the full Purchase Price and any additional taxes and charges) in cleared funds without any deduction either:

- i. by direct debit on the 24th day of the month following the month of invoice; or
  - ii. if CCEP agrees, by alternative payment method on or before the 20th day of the month following the month of invoice.
- c) If you do not pay CCEP by the due date(s) for payment then all money owed to CCEP by you will become immediately payable and CCEP reserves the right:
- i. to defer or cancel further deliveries of Products to you;
  - ii. to charge you interest on any money owed to CCEP and remaining unpaid after the date payment was due. Interest will be calculated at 4% over the Bank of England base rate for the time being in force and will be calculated on a daily basis and compounded monthly;
  - iii. to charge you a reasonable administration charge together with all CCEP's expenses (legal or otherwise) in recovering outstanding sums from you;
  - iv. to require that future payments to CCEP are made on or before Delivery or paid by direct debit on the 24th day of the month following the month of invoice;
  - v. to recover Products delivered to you which CCEP still owns in accordance with Condition 7; and
  - vi. to withhold, forfeit and/or cease payment of all discounts, investments, rebates and allowances otherwise due to you.
- d) CCEP reserves the right to deduct any money you may owe CCEP from time to time (including any legal costs and interest) from any money which CCEP may owe you.
- e) Any credit terms allowed or offered to you may be changed or withdrawn by CCEP at any time, if CCEP reasonably considers that your creditworthiness has deteriorated before Delivery. In particular CCEP may require full or partial payment of the Purchase Price, or another form of security acceptable to CCEP, before making delivery of Products to you.
- f) CCEP may, at any time, consult the files of credit reference agencies who may record the search. CCEP may share information about customer accounts with other lenders through credit reference agencies and directly with CCEP's insurers or other food trade organisations. This information is used only to make credit granting decisions or, occasionally, for fraud prevention or tracing account holders.
- g) All amounts due to CCEP under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6. Risk and Insurance**

- a) Risk in the Products passes to you on Delivery.
- b) You (and where applicable your Agent) will insure (with reputable insurers) those Products at your premises to their full replacement value against all risks which it is prudent to insure against. You will ensure that CCEP's interest in the Products is noted on your insurance policy, and if CCEP requests it, provide CCEP with evidence that insurance has been taken out.
- c) You agree that until CCEP has received full payment of the Purchase Price and associated VAT and other applicable taxes and duties owed together with the repayment of all other money payable by you to CCEP, CCEP will be entitled to (i) all money received from any insurance claims relating to the Products (which, where permitted by law, you will receive as trustee for CCEP) and CCEP will be entitled to use this insurance money to make good any loss or damage CCEP may have suffered; and (ii) require you to assign to CCEP the right to bring, prosecute and enforce any insurance claim in respect of the Products.

## **7. Retention of Title**

- a) CCEP will retain legal and beneficial ownership of (or where the Products are situated in Scotland, title to) the Products after Delivery until CCEP has received full payment in cleared funds of the corresponding Purchase Price and/or invoice and associated VAT and other applicable taxes and duties owed.
- b) You agree to make every effort to keep the Products still owned by CCEP in good order and condition, properly stored, protected and insured, free from any legal process and separate from all other goods and clearly marked as being CCEP's property. You will not remove, deface or obscure any identifying mark or packaging on or relating to the Products. You agree that CCEP is entitled to enter your premises to check that the Products are being stored in accordance with this condition. You will

provide CCEP with such information as CCEP may reasonably require from time to time relating to the Products in your possession and your ongoing financial position of the Customer.

- c) If you sell the Products that have been delivered to you that are still owned by CCEP, CCEP will retain a right over the proportion of your proceeds of sale that is required to cover your outstanding liability to CCEP at any particular time. In such circumstances, you agree that if you sell Products owned by CCEP you undertake to hold the proceeds of sale on trust on CCEP's behalf, and to provide CCEP with the proceeds of sale on demand. In relation to Products situated in Scotland this Condition 7(c) shall not apply.
- d) You may resell the Products that have been delivered to you that are still owned by CCEP, provided that:
  - i. you do so as principal and not as CCEP's agent; and
  - ii. the title in the Products shall pass to you immediately before the time at which the resale occurs.
- e) Should you resell the Products and clause 7(c) come into effect, should the buyer of the Products raise any dispute with you in relation to the Products, CCEP will have no liability to you (other than as set out in these Conditions) or the buyer as a result of such a dispute.
- f) You agree that until CCEP has received full payment of the Purchase Price and associated VAT and other applicable taxes and duties owed together with the payment of any and all other money payable by you to CCEP, CCEP will be entitled to enter your premises to inspect, move, retake possession of, sell, dispose of or otherwise deal with the Products irrespective of which specific Products relate to outstanding invoices, and to require you to deliver the Products as CCEP may direct. You will give CCEP all assistance in this regard and especially in identifying the Products referred to in Condition 7(e) below. It shall be sufficient for the Products at your premises to match the description of the Products on CCEP's unpaid invoices for CCEP to be entitled to recover the Products and CCEP shall not be required to match up specific pallet, tray or Product codes against CCEP's unpaid invoices or the delivery notes relating to them.
- g) You are entitled to purchase Products from other suppliers, but, if CCEP tries to recover Products under Condition 7(d), CCEP will be entitled to assume that CCEP is your sole supplier of the Products unless you have informed CCEP otherwise in writing, in which case you must specify (i) the Products concerned, (ii) the date of purchase of the Products, (iii) the quantity purchased, and (iv) the identification information from the pallet code (if any).
- h) You agree not to pledge or in any way charge by way of security for indebtedness any of the Products which are the property of CCEP. Without prejudice to any of CCEP's other rights, if you do so all sums owed to CCEP shall become immediately due and payable.
- i) Any payment made by you for any Products supplied by CCEP shall first be deemed to be, and shall be used as payment for, any Products which have been disposed of by you. Once payment has been made for all Products disposed of by you then CCEP shall use any remaining payment to pay for any other Products supplied to you by CCEP as CCEP shall determine.

## **8. Insolvency**

- a) If (i) you become bankrupt, make any arrangement with your creditors and/or become unable to pay any of your creditors and/or debts (within the meaning of section 123 of the Insolvency Act 1986), (ii) a notice is issued to convene a meeting for the purpose of passing a resolution for your winding-up or dissolution, (iii) a resolution is passed or a petition for a winding-up or dissolution order is presented for your winding-up or dissolution or such order is made, (iv) you go into compulsory or voluntary liquidation, (v) a notice is issued to convene a meeting for the purpose of passing a resolution for the appointment of an administrator or similar officer, (vi) a resolution is presented for the appointment or the appointment is otherwise made of an administrator, administrative receiver, receiver, receiver and manager, interim receiver, custodian, sequestrator, or similar officer in respect of the whole or any part of your assets, or a notice of intention to appoint any of the aforementioned is filed, (vii) an encumbrancer enforces its security, or any distress, attachment, sequestration or execution or other similar process affects any of your assets and is not discharged within 14 days, (viii) you cease, or threaten to cease, to carry on business, (ix) you propose or make any general assignment, composition or arrangement or moratorium with or for the benefit of all or some of your creditors or you suspend making payments to all or some of your creditors, (x) and/or CCEP reasonably believes that any of these events is about to occur, then, save to the extent prohibited by s233B Insolvency Act 1986:

- i. CCEP will be entitled to treat the Contract between you and CCEP as repudiated;
- ii. CCEP will be entitled to cancel and cease any further deliveries of Products to you without incurring any liability to you;
- iii. if Products have been delivered but not paid for in full, your right to sell those Products will automatically cease, the Purchase Price and associated VAT and other applicable taxes and duties owed will become immediately due and payable and if it is not paid when demanded, CCEP will be entitled to enter your premises during normal business hours to recover the Products; and
- iv. any discounts, investments, rebates and allowances otherwise due to you from CCEP shall cease to be payable.

- b) CCEP's rights in Condition 8(a) are in addition to any other right or remedy CCEP may have.
- c) You must inform CCEP in writing immediately after you discover that any circumstance described in Condition 8(a) has occurred or is likely to occur.

## **9. Pallets**

- a) Pallets are supplied on condition that (i) you will permit them to be collected from you by the relevant Pallet owner after use, and (ii) until the Pallets are collected from you, you are responsible for them and will ensure that they are maintained in a satisfactory condition.
- b) You will be responsible if any Pallet is lost, damaged or destroyed before it is collected from your premises. You agree on CCEP's demand to indemnify CCEP against charges that are levied against CCEP by the relevant Pallet owner by reason of your failure to comply with Condition 9(a) and you agree to settle any such invoices in the same way that you are required to pay the Purchase Price.

## **10. Defects and Remedies**

- a) CCEP warrants that on Delivery, and until the date stated as "Best Before" the Products shall:

- i. conform with their description and any applicable specifications provided by CCEP; and
- ii. be free from material defects in design, material and workmanship.

This warranty does not apply where you fail to handle or store the products as instructed (and in line with any applicable regulations).

- b) Except as provided in this Condition 10, CCEP shall have no liability to you in respect of the Products' failure to comply with the warranty set out in Condition 10(a). The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract
- c) You must (i) give CCEP Legal Notice of any alleged defect within 24 hours of Delivery, (ii) make no further use of the defective Products once you have discovered, or been advised by CCEP of, the defect, and (iii) allow CCEP a reasonable opportunity to inspect the alleged defective Products.
- d) If CCEP accepts that the Products delivered to you are defective then CCEP will at its option either put right the defect, replace the defective Products free of charge, or take back the defective Products and refund the Purchase Price. You agree that CCEP will be fully discharged from liability if CCEP performs any of these options.
- e) CCEP shall have no liability for any failure to deliver the Product to the extent that such failure is caused by an event, circumstance or cause beyond a party's reasonable control or your failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- f) Nothing in these Conditions limits any liability which cannot legally be limited, including liability for:
  - i. death or personal injury caused by negligence;
  - ii. fraud or fraudulent misrepresentation;
  - iii. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - iv. defective products under the Consumer Protection Act 1987.

- g) Except as provided in Condition 10(f), the following types of loss are wholly excluded:

- i. loss of profits;
- ii. loss of sales or business;
- iii. loss of agreements or contracts;
- iv. loss of anticipated savings;

- v. loss of use or corruption of software, data or information;
- vi. loss of or damage to goodwill; and
- vii. indirect or consequential loss.

h) Except as provided in Condition 10(d), (e) and (f), any liability CCEP has, whether in contract or otherwise, in relation to any Order is limited to the Purchase Price payable for that Order.

### **11. Promotional Materials**

Promotional Material must only be displayed and distributed as agreed in writing with or instructed by CCEP. You must comply with any request by CCEP to remove Promotional Material.

### **12. Trademarks and Design**

You agree not to use or reproduce any trademark or design applied to the Products or copyright material relating to the Products (unless it is your own intellectual property) without CCEP's prior written consent nor to alter the packaging of or repackage the Products.

### **13. Confidentiality and Data Protection**

- a) All secret or confidential information and advice which CCEP supplies to you including, but not limited to, the Purchase Price, is for your use alone and you agree not to disclose it to any other person (unless it is already public knowledge or you are required by law to disclose it) without CCEP's prior written consent.
- b) In this Condition 13, the terms "controller", "data subject", "personal data", "processing", and "processor" have the meaning given to them in the General Data Protection Regulation (EU) 2016/679 (collectively, with any applicable European Economic Area member state, United Kingdom, or Swiss privacy and data protection laws, regulations, and secondary legislation, in each case as amended from time to time, "Data Protection Laws").
- c) To the extent you process personal data in the context of any Products supplied by CCEP, including any processing of personal data received from CCEP as well as any disclosure of personal data to CCEP, you will comply with Data Protection Laws, and will provide appropriate notice and obtain all necessary authorizations and consents prior to disclosing any personal data to CCEP.
- d) You agree that CCEP may process personal data of employees, contractors, and your other agents as well as personal data received from you as necessary to perform its obligations under these Conditions and maintain its relationship with you, and in accordance with the privacy notice available at [my.ccep.com](http://my.ccep.com). You will provide data subjects with a link to this privacy notice.
- e) Unless explicitly agreed otherwise in writing, you and CCEP are separate and independent controllers and these Conditions or the supply of Products by CCEP does not create a joint-controller or a controller-processor relationship between you and CCEP.

### **14. Overseas Trade**

- a) The Products are intended for sale and consumption in GB. If the Products are exported from GB, CCEP does not accept any liability or responsibility for complying with any overseas regulations relating to labelling, permitted containers, contents or any other matter. CCEP will not provide any discounts or any kind of commercial investments or funding on Products that are exported from GB and will require repayment of any discounts and commercial investments paid on Products that are not sold to consumers, retailers or wholesalers for the intention of onward sale to consumers in GB. Your right to export the Products to Member States of the European Economic Area is not in any way restricted by this Condition.
- b) All payments for sales of Products to outside GB must be by irrevocable letter of credit made by a bank pre-approved by CCEP or by another form of payment which is acceptable to CCEP.
- c) CCEP has no obligation to agree to deliver outside the mainland of England, Scotland and Wales. If CCEP (in its absolute discretion) agrees in writing to deliver Products to outside the mainland of England, Scotland and Wales:
  - i. you will pay any additional delivery costs (and other charges, cost and duties) at the same time as

the Purchase Price (in accordance with these Conditions) and;  
ii. you will obtain all necessary export and import clearances for the Product.

- d) If the Products are supplied and transfer of title and economic ownership takes place within the UK, than VAT will be charged at the prevailing rate under VAT Act 1994.
- e) If the Products are to be exported from GB and CCEP is exporting the goods, subject to receiving a valid non UK VAT number the supply of goods may be subject to be treated as a zero rated transaction for VAT. If CCEP is not arranging for the export of goods and transfer of title and economic ownership takes place outside of the UK, subject to receiving a valid non UK VAT number and evidence which is satisfactory to HM Revenue and Customs to establish that the goods were exported these goods may be zero-rated for VAT purposes and VAT may not be charged on the Products. If you fail to provide the documentary evidence of export required by HM Revenue and Customs, VAT will be charged on the sale to you. You must at all times provide to CCEP on demand any information CCEP may reasonably require to enable CCEP to comply with CCEP's obligation under VAT legislation in respect of the sale of the Products.

## **15. General Legal Provisions**

- a) Any notice given under the Conditions shall be in writing and if to CCEP must be addressed to its registered office and if to you must be addressed to your principal place of business. A notice shall be deemed to have been properly served if (i) delivered personally or sent by prepaid first class post to the party concerned at the appropriate address, and (ii) a copy of the notice has been sent to [gblegalnotices@ccep.com](mailto:gblegalnotices@ccep.com). In the absence of evidence of earlier receipt, any such notice shall be deemed to have been given, if left personally, when left at the appropriate address and if sent by pre-paid first class post two days after posting. If you do not send a copy of the notice by email to [gblegalnotices@ccep.com](mailto:gblegalnotices@ccep.com) then notice will not be deemed to have been validly served until this copy has been emailed (free of any bounce back or other error messages) to CCEP.
- b) CCEP is not responsible for any failure to fulfil its obligations under these Conditions if fulfilment is delayed, hindered or prevented by any circumstances beyond CCEP's reasonable control including, but not limited to, strikes, failure of sources of supply or means of delivery. In the event of supply difficulties, you should immediately contact CCEP who will endeavour to arrange supplies of Products to you through an alternative source.
- c) If one or more of the provisions of these Conditions shall be held by a court of competent jurisdiction to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Conditions but the validity and enforceability of the remainder of these Conditions shall not be affected. In such an event, each of the parties shall enter into good faith negotiations to amend such provision in such a way that, as amended, it is valid and legal and, to the maximum extent possible, carries out the original intent of the parties as to the point or points in question.
- d) If CCEP does not enforce any right in these Conditions, CCEP will not be deemed to have waived that right or remedy and shall not be prevented from enforcing that right at a later date. No single or partial exercise of a right or remedy by CCEP shall prevent or restrict the further exercise of that or any other right or remedy.
- e) Where you are more than one person/business, you will each be jointly and severally liable for the performance of your obligations in these Conditions.
- f) CCEP reserves the right to amend these Conditions from time to time. Unless otherwise agreed with you, any such amendment will in no way affect existing outstanding Orders in place at the time the amendment is made but shall apply to any later purchases of Products by you from CCEP placed after such amendment has been made.
- g) Subject to clause 15(f), CCEP accepts no variation of these Conditions unless it is in writing and signed by CCEP's authorised representatives.
- h) You cannot transfer your rights or obligations in these Conditions, or a Contract or any part of them without CCEP's prior written consent. If CCEP does grant such consent, you will still be obliged to comply with these Conditions. CCEP is free to assign its rights and obligations under these Conditions as it sees fit.

- i) No provision of these Conditions shall be enforceable by a third party (being any person other than you and CCEP and permitted successors and assignees) under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- j) References to any legislation, statute or statutory provisions includes a reference to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- k) These Conditions, a Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. You irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions, a Contract or their subject matter or formation.
- l) A Contract and these Conditions constitutes the entire agreement between CCEP and you and (unless varied or excluded) supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between CCEP and you, whether written or oral, relating to its subject matter. You agree that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract or these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract

Last updated: 5 November 2020