

SmartDispense® Terms and Conditions

These terms and conditions, together with the Term Sheet, Appendices and the Schedules to these terms and conditions constitute the terms of the SmartDispense Services Agreement (“**Agreement**”) between Heineken UK Limited, a company incorporated in Scotland (Registered Number SC065527) having its registered office at 3-4 Broadway Park, South Gyle Broadway, Edinburgh EH12 9JZ (“**Heineken**”) and you, the Customer as set out in the Term Sheet. Any terms and conditions proposed by you or which you may purport to apply under any purchase order or confirmation of order are expressly excluded. The signing or acceptance of any of your documentation by any of Heineken’s employees, nominated subcontractor(s) or agents shall not modify this Agreement or form part of any contract between you and Heineken. All implied terms, statutory or otherwise, are excluded from this Agreement (to the extent permitted by law).

DEFINITIONS

In this Agreement:

“**Approved Outlet(s)**” means an outlet that has been successfully surveyed and deemed eligible for the Services in accordance with condition 3 and is listed in the Approved Outlet(s) List of the Term Sheet;

“**BarPro CF Equipment**” means the equipment required to dispense draught keg products via the BarPro CoolFlow SmartDispense solution, comprising; secondary gas valve(s), cooled and insulated keg connector grip(s), cooled and insulated product line(s), cooled electronic/mechanical foam management, product cooler(s), cooled and insulated multiple product python to dispense column(s) and beer/cider dispense tap(s);

“**CellarPro CF Equipment**” means the equipment required to dispense draught keg products via the CellarPro CoolFlow SmartDispense solution, comprising; secondary gas valve(s), cooled and insulated keg connector grip(s), cooled and insulated product line(s), cooled electronic/mechanical foam management, product cooler(s), cooled and insulated multiple product python, brand specific dispense column(s) and beer/cider dispense tap(s);

“**CellarPro Equipment**” means the equipment required to dispense draught keg products via the CellarPro SmartDispense solution, comprising; secondary gas valve(s), cooled and insulated keg connector torpedo(s), cooled and insulated product line(s), cooled electronic/mechanical foam management, product cooler(s), cooled and insulated multiple product python, brand specific dispense column(s) and beer/cider dispense tap(s);

“**Cellar Manager Equipment**” means the equipment required for the Cellar Manager SmartDispense system, comprising the retailer cellar cooling system control box and the cellar air temperature sensor;

“**Cellar Manager Fees**” means the fees payable per Cellar Manager Equipment installation per month as set out in Schedule 1;

“**Early Termination Fees**” means the fees payable by you in the event of full or partial termination of this Agreement prior to the expiry of the Initial Term as set out in Schedule 1 and fully detailed in condition 7;

“**Extended Term**” means the automatic extension period following expiry of the Initial Term which continues until the Agreement is terminated by either party;

“**Fees**” means the SmartDispense Service Fees, Underbar Service Fees, Cellar Manager Fees and Remote Manager Fees as applicable;

“**Heineken Brands**” means Heineken owned and/or licensed brands;

“**Heineken Partner Brands**” means any third party brands specifically agreed with Heineken;

“**Initial Term**” means the period of three years from the date of your first invoice;

“**Installation Services**” means installation of the SmartDispense Equipment by Heineken, via its nominated subcontractor(s), at the Approved Outlet(s);

“**IPR**” means all copyright, patent, trade mark, trade secret, design rights, domain names and other proprietary and intellectual property rights whether registered or unregistered;

“**Maintenance Services**” has the meaning given to it in condition 6;

“**Proprietor**” means an operator of an outlet who operates the outlet on your behalf if applicable;

“**Remote Manager Equipment**” means the equipment required for the Remote Manager SmartDispense system, comprising the remote cooler control box and cooler bath liquid temperature sensor;

“**Remote Manager Fees**” means the fees payable per Remote Manager Equipment installation per month as set out in Schedule 1;

“**Services**” means the Installation Services and the Maintenance Services;

“**SmartDispense Equipment**” means any or all of the Bar Pro CF Equipment, CellarPro Equipment, CellarPro CF Equipment, Cellar Manager Equipment, Underbar Equipment and/or the Remote Manager Equipment as applicable;

“**SmartDispense Service Fees**” means the fees per tap per month payable by you for BarPro CF, Cellar Pro and CellarPro CF as set out in Schedule 1;

“**Term**” means the combined Initial Term and any Extended Term;

“**Underbar Equipment**” means the equipment required to dispense draught keg products via the Underbar SmartDispense solution, comprising; secondary gas valve(s), cooled and insulated keg connector torpedo(s),

cooled and insulated product line(s), product cooler(s), cooled and insulated multiple product python, brand specific dispense column(s) and beer/cider dispense tap(s); and

“**Underbar Service Fees**” means the fees per tap per month payable by you for the Underbar Equipment as set out in Schedule 1.

1 TERM

1.1 This Agreement will commence on the date of your signature of the Term Sheet. The Initial Term will commence on the date of your first invoice and shall continue for the period set out in the Term Sheet, continuing automatically into the Extended Term, unless terminated:

- a) by you giving Heineken at least 6 months’ prior written notice to terminate:
 - i. the whole Agreement; or
 - ii. a single Approved Outlet where you have more than one Approved Outlet; or
 - iii. a single installation of SmartDispense Equipment at an Approved Outlet where you have multiple installations of SmartDispense Equipment in the same Approved Outlet; or

provided such notice does not expire before the expiry of the Initial Term.

- b) by Heineken by giving you at least 3 months’ prior written notice, provided such notice does not expire before the expiry of the Initial Term; or by Heineken in accordance with condition 8.1 at any time. **Early Termination Fees will apply in respect of any Approved Outlet(s) where the Initial Term has not yet expired at the point of termination (see condition 7.8).**

1.2 If you exercise the option to terminate this Agreement pursuant to condition 1.1a), you will grant or procure access for Heineken or its nominated subcontractor(s) to the Approved Outlet(s) in order to remove the SmartDispense Equipment. Notwithstanding the date of termination you will remain liable to Heineken for all applicable Fees and Early Termination Fees under this Agreement and termination shall not affect any accrued rights or liabilities between you and Heineken.

2 SMARTDISPENSE EQUIPMENT AND BRANDS

2.1 Subject to your compliance with the terms of this Agreement, and procuring that any and all Proprietor(s) where relevant comply with the obligations set out in condition 5, Heineken, via its nominated subcontractor(s), shall provide the Installation Services.

2.2 Heineken, or its nominated subcontractor(s), will at all times own the SmartDispense Equipment, however, the SmartDispense Equipment will be at your risk whilst at the Approved Outlet(s) or under your or a Proprietor’s custody or control. You are to insure the SmartDispense Equipment whilst it is at your risk, or procure that it is insured, such insurance to be sufficient to cover all costs required to effect its replacement or repair (including but not limited to labour costs).

2.3 You must ensure that no-one (other than an engineer appointed by Heineken or its nominated subcontractor(s) performs any servicing or maintenance on, removes or relocates any of the SmartDispense Equipment, or carries out any brand changes, without the prior written consent of Heineken. Heineken shall not be responsible for any losses or additional costs incurred by you or a Proprietor as a result of a breach of this condition. Any requests by you or a Proprietor to relocate the SmartDispense Equipment at an Approved Outlet(s) for cosmetic reasons may incur additional costs.

2.4 Unless expressly agreed otherwise with Heineken, the SmartDispense Equipment must only be used for the dispense of Heineken Brands or Heineken Partner Brands. Any taps dispensing third party brands which have not been agreed with Heineken will not benefit from the discounted SmartDispense Service Fees offered for Heineken Brands and Heineken Partner Brands. The SmartDispense Service Fees chargeable for third party brands will increase at the same time and rate as any increase to the SmartDispense Service Fees payable for Heineken Brands or Heineken Partner Brands. Where you have a commercial agreement in place with Heineken, products must be purchased in accordance with the terms of that agreement. During the Term, only Heineken, or its nominated subcontractor(s), shall be permitted to change the products dispensed by the SmartDispense Equipment. You must contact Heineken in order to request such a change.

2.5 You acknowledge and agree that:

- a) the performance of the SmartDispense Equipment may be negatively impacted where the ambient temperature of the cooler storage location and/or the liquid input temperature is in excess of the relevant maximum temperatures set out in the Operating Specification Tables at Schedule 3; and
- b) the maximum number of pints throughput shall be as set out in the Operating Specification Tables at Schedule 3.

3 APPROVED OUTLET(S)

3.1 Where you or a Proprietor of an outlet require an installation of the SmartDispense Equipment at your outlet or another outlet, you shall immediately notify Heineken and Heineken, or its nominated

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- subcontractor(s), shall liaise directly with you or the Proprietor of the relevant outlet to arrange a mutually convenient time to carry out a survey of the outlet. As part of the survey, Heineken or its nominated subcontractor(s), shall identify the optimal SmartDispense Equipment, to meet your requirements. Subject to the survey confirming that the outlet qualifies for the installation of the SmartDispense Equipment, and at all times at Heineken's sole discretion, Heineken, or its nominated subcontractor(s), shall provide the Installation Services.
- 3.2 On completion of a successful survey the outlet shall constitute an Approved Outlet(s) for the purposes of this Agreement.
- 3.3 Heineken will notify you as soon as reasonably practicable after installation of the SmartDispense Equipment at the Approved Outlet(s), and the terms and conditions of this Agreement, and your obligations hereunder, shall extend to the relevant Approved Outlet(s) from the date of such installation.
- #### 4 FEES AND PAYMENT
- 4.1 Subject to you making payment of the applicable Fees as set out in Schedule 1, Heineken shall provide the Services to you in accordance with the terms of this Agreement.
- 4.2 Heineken will issue invoices for the Fees, as applicable, plus VAT for each Approved Outlet(s) every month, and you agree to settle all invoices via direct debit (unless otherwise agreed by Heineken) within 3 days of the date of invoice. If you fail to comply with the terms of this Agreement, or if there are any circumstances which give Heineken reasonable concerns about your solvency, Heineken reserves the right to amend or withdraw any or all of the Services, payment terms or method of payment.
- 4.3 Heineken reserves the right to increase any and all of the Fees and the Early Termination Fees at any time, in line with the percentage increase in the Consumer Prices Index in the preceding 12 month period, as published by the Office for National Statistics on their website, using the figure published in the month prior to any increase in the relevant Fees and/or Early Termination Fees.
- 4.4 If for any reason Heineken elects to temporarily suspend charging any or all of the Fees during the Initial Term, Heineken shall be entitled (but not required) to extend the Initial Term by a period which is equal to the number of months during which charging was suspended.
- #### 5 YOUR RESPONSIBILITIES
- 5.1 Throughout the Term, you shall, and shall procure that each Proprietor of the Approved Outlet(s) shall:
- co-operate with Heineken in all manners reasonably required in order to allow Heineken or its nominated subcontractor(s) to provide the Services;
 - obtain and maintain all necessary licences and consents and comply with all applicable laws as required to enable Heineken to provide the Services;
 - maintain the SmartDispense Equipment in good condition and in accordance with Heineken's instructions from time to time and not dispose of or use the SmartDispense Equipment other than in accordance with Heineken's written instructions or authorisation;
 - ensure that the quality of the products being dispensed from the SmartDispense Equipment is not compromised by:
 - ensuring that the cellar temperature at the Approved Outlet is 12°C or lower at all times;
 - adopting the following SmartHygiene keg change process:
 - at every keg change, clean the coupler with sanitiser spray and a hygiene brush;
 - never leave couplers on the floor;
 - regularly (and always before it is full) empty and clean the venting bottle; and
 - adopting the following SmartHygiene tap nozzle cleaning process after every trading session:
 - removing and rinse all tap nozzles at the end of each day under warm running water to remove beer residue;
 - leaving tap nozzles to soak for 10-20 minutes in water with a sanitising tablet; and
 - rinsing tap nozzle under cold water before use.
- If you or any Proprietor is unclear about any of the requirements in this condition 5, you must contact Heineken for further advice;
- comply with all health and safety requirements applicable at the relevant Approved Outlet(s);
 - provide suitable electrical supply for the SmartDispense Equipment at the outlet prior to installation of the SmartDispense Equipment;
 - allow and provide safe access to the SmartDispense Equipment to Heineken, or its nominated subcontractor(s), to carry out the Maintenance Services;
 - not allow any adjustments, removals or other amendments to the SmartDispense Equipment other than as agreed and carried out by Heineken or its nominated subcontractor(s);
 - carry out in good time prior to the Installation Services being provided any adjustments to bar structures (including bar tops) and cellars (e.g. drilling, cutting or filling of gaps left by standard dispense equipment that is removed);
 - acknowledge that all cellar cooling systems, bottle coolers, bulk gas, gas separation/blending systems and automatic line cleaning systems are not the responsibility of Heineken or its nominated subcontractor(s);
 - fund all costs associated with any temporary bar requirements that you or a Proprietor may have;
 - ensure that any costs or obligations on other brewers generated due to activity in relation to this Agreement are agreed between all parties before work commences; and
 - support Heineken by way of press releases outlining the success of SmartDispense upon request from Heineken. The parties will agree, acting reasonably, the content of any press release under this condition prior to its release.
- #### 6 MAINTENANCE SERVICES
- 6.1 During the Term, Heineken via its nominated subcontractor(s) will using reasonable skill and care in respect of:
- Underbar Equipment, visit the Approved Outlet(s) every 4 weeks;
 - CellarPro Equipment, visit the Approved Outlet(s) every 6 weeks; and
 - BarPro CF Equipment and CellarPro CF Equipment, visit the Approved Outlet(s) every 12 weeks;
- during normal working hours to conduct a professional service visit during which Heineken, via its nominated subcontractor(s), will carry out a clean of the SmartDispense Equipment. Heineken reserves the right to review and amend the frequency of Maintenance Services.
- 6.2 Provided that you comply with your responsibilities under this Agreement and procure compliance by the Proprietors (where relevant) with the terms of this Agreement, Heineken shall replace the SmartDispense Equipment at the end of its useful economic life or when it is causing material dispense issues due to normal wear and tear, in each case as determined by Heineken at its sole discretion acting reasonably. If the SmartDispense Equipment requires maintenance, repair or replacement other than in the ordinary course and excluding normal wear and tear, Heineken retains the right and that of its nominated subcontractor(s) to charge you for such maintenance, repair and/or replacement.
- #### 7 TRANSFER, REMOVAL OR TERMINATION
- 7.1 You must provide Heineken with reasonable notice of any proposed transfer of an Approved Outlet(s) and you shall remain responsible for the SmartDispense Equipment, including the payment of any Fees, notwithstanding any such transfer unless and until such other party enters into an agreement with Heineken in respect of the SmartDispense Equipment. If the other party refuses to enter into such a new agreement in respect of the SmartDispense Equipment or fails to enter into such an agreement within 7 days of your notice to Heineken, Heineken may terminate this Agreement in respect of the relevant Approved Outlet(s) in accordance with condition 8.2(f).
- 7.2 If an Approved Outlet contains more than one SmartDispense installation and you serve notice to terminate in respect of a single SmartDispense Equipment installation in accordance with condition 1.1(a), the relevant Approved Outlet shall continue to be an Approved Outlet with respect to the remaining SmartDispense Equipment installations and will remain subject to the terms of this Agreement. We reserve the right to charge Early Termination Fees in relation to the SmartDispense Equipment that is removed prior to the expiry of the Initial Term.
- 7.3 A new agreement or termination shall not affect any accrued rights or liabilities between you and Heineken. Early Termination Fees will apply in respect of any Approved Outlet(s) where the Initial Term has not yet expired at the point of removal of the SmartDispense Equipment and/or termination (see condition 7.8).
- 7.4 Notwithstanding your right to terminate this Agreement under condition 1, you shall have the right during the Term to remove an Approved Outlet(s) from the scope of this Agreement on giving Heineken not less than 3 months' prior written notice. On receipt of your notice, Heineken, or its nominated subcontractor(s), will liaise with you or the relevant Proprietor to arrange a mutually convenient time to remove the SmartDispense Equipment from the Approved Outlet(s).
- 7.5 Once all SmartDispense Equipment has been successfully removed from an Approved Outlet by Heineken, or its nominated subcontractor(s), and any Early Termination Fees have been paid, such outlet shall cease to be an Approved Outlet.
- 7.6 Heineken reserves the right at all times to remove the SmartDispense Equipment from one or more Approved Outlet(s) if it reasonably believes you or a Proprietor are acting otherwise than in accordance with the terms of this Agreement. You agree to provide or procure that Heineken and its nominated subcontractor(s) are given access to the Approved Outlet(s) in order to recover the SmartDispense Equipment. In the event that you fail to provide or procure such access, or access to recover the SmartDispense Equipment is otherwise denied, Heineken reserves its right to proceed with formal action against you to effect recovery of the SmartDispense Equipment and/or to seek to recover from you the value of the

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- SmartDispense Equipment (as set out in the Value of Equipment Table in Schedule 2).
- 7.7 Heineken shall be entitled to recover all costs and expenses in connection with such recovery or enforcement action pursuant to this Agreement. Heineken shall seek payment of the value of the SmartDispense Equipment in the alternative to recovery of the SmartDispense Equipment, the value of Heineken's costs and expenses so incurred shall be payable by you on receipt of an invoice from Heineken. The invoice amount shall constitute a debt due to Heineken. You shall continue to be liable for the applicable Fees and Early Termination Fees until such time as the relevant removal(s) is/are complete or the value of the SmartDispense Equipment has been paid.
- 7.8 Heineken may charge you an amount calculated based on the applicable Early Termination Fees set out in in Schedule 1 in respect of the SmartDispense Equipment installed at Approved Outlet(s) if the Agreement is terminated in its entirety or partially before the expiry of the Initial Term;
- a) at the date on which this Agreement is terminated in whole or in part in respect of all or any of the relevant Approved Outlet(s) for any reason;
- b) at the date on which SmartDispense Equipment is removed from such Approved Outlet(s) for any reason in accordance with the terms of this Agreement; or
- c) if and when Heineken or its nominated subcontractor(s) are unable to obtain access to remove the SmartDispense Equipment from such Approved Outlet(s) after giving notice of its intention to remove.
- The total amount payable in respect of this condition 7.8 shall be the relevant Early Termination Fees multiplied by the number of months remaining in the Initial Term for each affected Approved Outlet(s) and shall be payable by you within 30 days of receipt of an invoice from Heineken. The invoice amount shall constitute a debt due to Heineken.
- 7.9 Heineken shall not be responsible for procuring or installing replacement dispense equipment at any location where SmartDispense Equipment is removed.
- 8 TERMINATION OF AGREEMENT**
- 8.1 Heineken may terminate this Agreement immediately (without liability to you and without prejudice to its other rights and remedies) if:
- a) you become unable to pay your debts as they fall due (including under any other agreement you have with Heineken); or you commence negotiations with your creditors with a view to rescheduling any of your debts; or you cease trading or announce your decision to do so; or the value of your assets is less than your liabilities; or
- b) any steps are taken with a view to:
- i. appointing an administrator, receiver, administrative receiver, liquidator, trustee or other similar officer in respect of you or your assets;
- ii. enforcing payment of any of your debts or of any security you have granted; or
- iii. obtaining a moratorium in respect of your debts; or
- c) Heineken believes that any of the events referred to in conditions 8.1a) and/or 8.1b) are reasonably likely to occur; or
- d) you breach condition 2.3, 2.4, 2.5 or 10.2; or
- e) you breach condition 4.2 or any of your obligations contained in condition 5 and have not remedied that breach within 7 days of receiving written notice of that breach from Heineken; or
- f) you have notified Heineken of a transfer of an Approved Outlet(s) to a third party in accordance with condition 7.1 and the third party has refused to enter into an agreement with Heineken in respect of the SmartDispense Equipment or fails to enter into such an agreement within 7 days of notice from you of the transfer; or
- g) you have transferred an Approved Outlet(s) without notifying Heineken in accordance with condition 7.1.
- 8.2 Upon termination of this Agreement in whole or in part in respect of an Approved Outlet(s) pursuant to condition 1.1, 7.4 or 8.1, you undertake to allow access for removal of the SmartDispense Equipment by Heineken or its nominated subcontractor(s) upon demand.
- 8.3 You acknowledge and accept Heineken's proprietary rights in the relevant SmartDispense Equipment and further accept that damages are not an appropriate remedy, substitute or alternative to Heineken's right to remove its SmartDispense Equipment from the Outlet(s).
- 9 LIABILITY**
- 9.1 Heineken shall not be responsible for any:
- a) loss of profit;
- b) loss of business or revenue;
- c) indirect or consequential losses; to you or any Proprietor incurred under or in connection with this Agreement, regardless of whether such losses were foreseeable at the date of entering into this Agreement.
- 9.2 Neither party excludes or limits any liability to the other in respect of death or personal injury caused by its negligence, fraud or any other liability which cannot be excluded or limited by law.
- 9.3 You shall indemnify Heineken against any third party claims, losses, damages, expenses and costs it incurs as a result of your or any Proprietor's negligence or any breach of this Agreement by you
- 9.4 Subject to condition 9.1, Heineken's total aggregate liability under and in connection with this Agreement shall be limited to the total of the Fees paid by you under this Agreement in the 12 months preceding the matter that has given rise to the Heineken liability.
- 9.5 Heineken shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 10 IP, CONFIDENTIALITY & ASSIGNMENT**
- 10.1 All IPR in the SmartDispense Equipment and information and knowhow which Heineken may provide in relation to the SmartDispense Equipment shall (as between you and Heineken) remain vested in Heineken. Neither you nor a Proprietor (where relevant) shall acquire any title to the IPR relating to the SmartDispense Equipment. You shall not, and shall procure that each Proprietor (where relevant) does not, copy or imitate the SmartDispense Equipment or do or omit to do, or permit any third party to do or omit to do, anything which may infringe or damage such IPR. Any goodwill arising from the use of such IPR shall accrue to Heineken.
- 10.2 You shall not be entitled to assign, re-sell, transfer, encumber or otherwise dispose of any of your rights or obligations under this Agreement, in whole or in part, without Heineken's prior written consent. You shall not, and shall procure that Proprietors (where relevant) shall not grant access or use of the SmartDispense Equipment to any third parties without the prior written consent of Heineken.
- 10.3 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except that (i) either party may disclose the other party's confidential information to its employees, advisers or contractors who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement or (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this condition 10.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 11 MISCELLANEOUS**
- 11.1 This Agreement shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction over any disputes arising under or in connection to it.
- 11.2 If any provision of this Agreement is held by any competent authority to be unenforceable (in whole or in part) it shall be deemed severable and the remaining provisions of this Agreement (and/or the remainder of such provision) shall continue in full force and effect.
- 11.3 A person who is not party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 11.4 Save where this Agreement permits Heineken to make changes upon notice to you, no variation of this Agreement shall be effective unless it is in writing and signed by the authorised representatives of you and Heineken.
- 11.5 You must notify Heineken if there is any change to your contact details.
- 11.6 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 11.7 Any notice shall be deemed to have been received (i) if delivered by hand, at the time of delivery or (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 11.8 This Agreement constitutes the entire agreement between the parties in respect of the provision of the SmartDispense Equipment and the Services and supersedes all previous agreements or understandings between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude a party's liability for fraud.
- 11.9 As a SmartDispense customer you will be included in Heineken's Green Pint campaign. The Approved Outlets will be included on a map view of all Green Pint Outlets on Useyourlocal.com. If you would like to opt out of the campaign, you may do so at any time by contacting hello@useyourlocal.com.

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SCHEDULE 1

FEEES

SmartDispense Service Fees BarPro CF, CellarPro and Cellar Pro CF Per Tap / Per Month (Excluding VAT) Heineken Brands and Partner Brands	SmartDispense Service Fees BarPro CF, CellarPro and Cellar Pro CF Per Tap / Per Month (Excluding VAT) Third Party Brands	Underbar Service Fees Per Tap / Per Month (Excluding VAT) Heineken Brands and Partner Brands	Underbar Service Fees Per Tap / Per Month (Excluding VAT) Third Party Brands	Cellar Manager Fees Per Cellar Manager / Per Month (Excluding VAT)	Remote Manage Fees Per Remote Manager / Per Month (Excluding VAT)
£30	£50	£35	£55	£30	£15

Early Termination Fees BarPro CF, CellarPro and Cellar Pro CF Per Tap / Per Month (Excluding VAT) for the remainder of the Initial Term Heineken Brands and Partner Brands	Early Termination Fees BarPro CF, CellarPro and Cellar Pro CF Per Tap / Per Month (Excluding VAT) for the remainder of the Initial Term Third Party Brands	Early Termination Fees Underbar Per Tap / Per Month (Excluding VAT) for the remainder of the Initial Term Heineken Brands and Partner Brands	Early Termination Fees Underbar Per Tap / Per Month (Excluding VAT) for the remainder of the Initial Term Third Party Brands	Early Termination Fees Per Cellar Manager / Per Month (Excluding VAT) for the remainder of the Initial Term	Early Termination Fees Per Remote Manager / Per Month (Excluding VAT) for the remainder of the Initial Term
£15	£15	£17.50	£17.50	£15	£7.50

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SCHEDULE 2

VALUE OF EQUIPMENT TABLE

SmartDispense Solution	Value of Equipment
CellarPro 1 to 8-taps	£10,500
CellarPro 9 to 16-taps	£12,500
BarPro CF	£2,000
CellarPro CF	£5,000
Underbar	£1,200
Cellar Manager (per unit)	£1,200
Remote Manager (per unit)	£1,200
Cask Line – including hand pull (per line)	£350

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SCHEDULE 3

OPERATING SPECIFICATION TABLE

SMARTDISPENSE CELLARPRO AND UNDERBAR

SmartDispense Cooler	Max Liquid Input Temperature (°C)	Temperature Control	Maximum Throughput (total pints per hour over 2 hours)	Max Python Length	Max Cooler Ambient Temperature (°C)	Max no. taps	Recommended Cooling Method
F2 (underbar)	24°C	Not CTC controlled	45 pints	5 meters	24°C	2	n/a
F4 (underbar)	24°C	Not CTC controlled	75 pints	5 meters	24°C	4	n/a
Generic / F4	12°C	CTC controlled	120 pints	15 meters	24°C	4	Full Cellar Cooling
Generic / F4	18°C	CTC controlled	120 pints	15 meters	24°C	4	Cellar Cooling or A/C unit
Generic / F4	24°C	CTC controlled	75 pints	15 meters	24°C	4	A/C unit
Generic 10 / F8	12°C	CTC controlled	180 pints	15 meters	24°C	10 / 8	Full Cellar Cooling
Generic 10 / F8	18°C	CTC controlled	160 pints	15 meters	24°C	10 / 8	Cellar Cooling or A/C unit
Generic 10 / F8	24°C	CTC controlled	90 pints	15 meters	24°C	10 / 8	A/C unit
Generic 10 / F8	12°C	CTC controlled	180 pints	40 meters	24°C	10 / 8	Full Cellar Cooling
Generic 10 / F8	18°C	CTC controlled	120 pints	40 meters	24°C	10 / 8	Cellar Cooling or A/C unit
Generic 10 / F8	24°C	Option not available					

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OPERATING SPECIFICATION TABLE

SMARTDISPENSE BARPRO CF AND CELLARPRO CF

Installation Type	Maximum Python Length (pre and post cooler)	Cooler Type	Maximum Liquid Input Temperature (°C)	Cellar Temperature Control	Maximum throughput (total pints per hour over 2 hours)	Maximum no. taps
BarPro CF	5 metres	F4 (Larger if higher throughput needs)	24°C @ Keg storage point	Not CTC Controlled (cooling or ventilation may be required if 24°C breached)	75 pints for F4 cooler	2
CellarPro CF	>5 metres, up to 25 metres	F4 (Larger if higher throughput needs)	24°C @ Keg storage point	Not CTC Controlled (cooling or ventilation may be required if 24°C breached)	60 pints for F4 cooler	4