

1 Basis of Rental

- 1.1 The Rental period starts on delivery and ends on dispatch (or refill in line with Term 1.2). Delivery and dispatch only take place as set out in Term 2. EContainers remain our property at all times, and you have no right, title or interest in them.
- 1.2 Each Rental entitles you to fill an EContainer once; you may not refill an EContainer without our consent. If you refill an EContainer (with our consent), this counts as a new Rental, and our Rental Charge for an unwashed EContainer applies. Unless otherwise agreed, all ECasks are delivered washed, but will not have been sterilised. If you take unwashed ECasks, a different fill fee may apply. EKegs are delivered washed, sanitised and filled with 1.5bar nitrogen. If you take unwashed EKegs, a different fill fee may apply.
- 1.3 You will not obtain or collect an EContainer except in line with Term 2. If you obtain an EContainer in another way, you will tell us immediately and follow our instructions.
- 1.4 Risk of loss, theft, damage or destruction of EContainers passes to you on delivery, and remains with you until dispatch. During the Rental period you will, at your own expense, obtain and maintain any insurances required to protect the EContainers.

2 Order, Delivery and Dispatch

- 2.1 You may ask us to deliver a number of EContainers and we will use reasonable efforts to deliver all of them. We will give you an indication of delivery quantities where we can, and you may cancel an order if you give us at least 48 hours' notice. You will accept and pay for all EContainers we deliver, up to the requested number.
- 2.2 Delivery of an EContainer takes place when (a) we bring it to you (a delivery charge, as set out in our original quote, will apply) or (b) you collect it from us. You will agree the delivery time with us and make yourself available for delivery.
- 2.3 Any order where palletised despatch is required will be subject to a Pallet fee to cover the cost of the pallets. You may provide your own pallets to Us for any order which will remove any requirement for us to charge a Pallet fee.
- 2.3 We may change the specification of EContainers before delivery where required by law or where this will not materially affect your use of them. We may deliver by instalments, and rejecting one instalment does not entitle you to reject others.
- 2.4 Dispatch takes place when an EContainer leaves your premises to be sent to (or collected by) an Agreed Wholesaler, provided you have notified us in writing. The Rental ends on the later of (a) dispatch and (b) you telling us dispatch has occurred. You may not collect an EContainer after dispatch.
- 2.5 You will dispatch EContainers within 28 days of delivery; late dispatch incurs our daily hire charge.
- 2.6 You may only dispatch an EContainer to an Agreed Wholesaler. It is your responsibility to ensure that you are dispatching EContainers through an authorised channel; if you dispatch an EContainer to anyone else, our collection fee may apply.

3 Looking After EContainers

You will:

- 3.1 Ensure that EContainers are kept at your premises throughout the Rental period in a suitable environment, used only for the purposes they were designed for and operated properly by trained competent staff in accordance with the manufacturer's and our instructions;
- 3.2 Take all necessary steps to ensure that EContainers are safe and do not pose a health or injury risk to a person at work using, cleaning or maintaining them;
- 3.3 Ensure EContainers are in as good a condition on dispatch as on delivery (subject to fair wear and tear), and not alter or tamper with an EContainer or any identifying marks or radio frequency identification in or on it, or do (or allow to be done) anything which might jeopardise our right, title or interest in an EContainer;
- 3.4 Not put any labels on an EContainer, except one on the top and another on the belly of the EContainer;
- 3.5 Not part with possession of an EContainer except in line with Term 2, and will tell us immediately if an EContainer is lost, stolen, seized, confiscated or damaged or if there is a Total Loss (our replacement charge applies to Total Losses); and
- 3.6 Indemnify us against all costs, expenses (including legal expenses), losses, damages and other liabilities we suffer or incur arising out of or in connection with your use of EContainers during the Rental period and/or any breach of these Terms.

- 3.7 We are not liable for any issues relating to the brewing, filling or dispense process involving EContainers.
- 3.8 You undertake that you will use the EKegs as stipulated in these terms:
 - 3.8.2 EKegs must only be filled with 100% beer, should you wish to use an EKegs for fruit beers and ciders, provided you have pre-agreed it with us.
 - 3.8.3 Filling EKegs with unpasteurised product should only be performed 'aseptically' in a 'sterile' environment; in particular an enclosed, positive air pressure 'kitchen-standard' filling room and pre-filling sterile filtration at 0.45µ is recommended.
 - 3.8.4 EKegs are pre-pressurised prior to delivery, the spear must NOT be removed by you, otherwise the internal hygiene and O₂-free atmosphere of the EKegs as well as the security and safety of the unit will be compromised. We reserve the right to charge any customer who removes the spear for any damage to the extractor and/or the EKeg, and levy costs associated with making good any damage to the container.
- 3.9 You acknowledge that an EKeg will only remain sanitised for 3 months after initial washing/pressurisation.
- 3.10 You agree to notify us immediately of any contravention of the provisions in these Terms relating to the chilling, filtration, pasteurisation and racking of EKegs.

4 Reporting

- 4.1 You will give us dispatch data, including the Agreed Wholesaler's address EContainers have been dispatched to in the previous 7 days. If you do not do this, you will incur our late reporting charge.
- 4.2 We may audit your use of EContainers and records and documentation relating to them at any time on notice during working hours, and you will give us reasonable assistance
- 4.3 If you have more EContainers than you have reported to us, we may charge you a fill fee for each additional EContainer. If you have fewer EContainers than you have reported to us, we may charge you a replacement fee for each missing EContainer.
- 4.4 If we find out, or reasonably suspect, that you have refilled an EContainer without written authorisation from us for every refill, we may charge you on the first breach of this clause an unarranged fill fee for each such refill. Any subsequent refilling without authorisation after you have been charged as per this clause will be charged as per the Unarranged Fill Escalator as shown in the Fair Use Policy Price List.
- 4.5 Your reporting obligations and our audit rights continue after the Rental period ends.

5 Paying for EContainers

- 5.1 The Rental Charge is the relevant price for the fill fee listed in our Price List (including delivery charge, if applicable), plus any VAT and other applicable taxes, duties or similar charges, which you will also pay.
- 5.2 If you pay the Rental Charge within 40 days of the date of invoice. Otherwise, all payments must be made without deduction or set off unless required by law.
- 5.3 Unless otherwise agreed, fees and charges will be as set out in the Price List. No payment is considered received until we have received cleared funds.

6 Warranties and Liability

- 6.1 We warrant that, on delivery, EContainers will (a) substantially conform to their specification (b) be of satisfactory quality and fit for any purpose we hold out and (c) be free from material defects in workmanship. **Defect** means a breach of these warranties.
- 6.2 We are only liable for a defect if (a) you tell us within 48 hours of discovering it and (b) we have a reasonable opportunity to examine the relevant EContainer and you have brought it to us if we ask you to. If an EContainer is defective, we will (at our option) replace the defective EContainer or issue a credit note for the Rental Charge you paid for it.
- 6.3 We are not liable for a defect if (a) you use the relevant EContainer after notifying us under Term 6.2(a) or (b) the defect arose because you did not follow our instructions on the storage, use or maintenance of the EContainers or (if there is none) good trade practice.
- 6.4 We are not liable to you for any loss of profits, loss of anticipated revenue, loss of business opportunity, loss of goodwill, ullage beer cost, for any third party claim or for any indirect or consequential loss, damage, cost, expense, claim or liability arising out of or in connection with these Terms or a Rental.

6.5 In the unlikely event that a customer complains regarding the quality of an EContainer, we will investigate the cause of the complaint, following our defined standards (available on request).

7 Default

- 7.1 Any of the following is a **default**: (a) you fail to pay us any amount when due; (b) you fail more than one audit in any 12 months; (c) you breach any of these Terms or any other agreement you have with a CB company; (d) you become insolvent, or we have reason to think you may become insolvent; (e) early termination of any facility you have with a CB company; and (f) acceleration of any debt you owe a CB company due to your breach.
- 7.2 If a default happens and you fail to remedy it within 7 days' written notice, unless the default is pursuant to 7.1(b) in which case immediately, we may do any of the following: (a) require you to give up all EContainers you have, and at your cost collect the EContainers and enter any premises to do so; (b) cancel any or all orders; (c) withhold delivery of any orders until the default has been remedied to our satisfaction; (d) end or suspend any credit facilities; and you will pay us all outstanding amounts immediately.

8 General

- 8.1 In these Terms the following terms have the following meanings:
- **Agreed Wholesaler** means a business which is included in our list of approved wholesalers. We may update this list from time to time;
 - **CB company** means us or any other Close Brothers group company;
 - **ECask** means a 9 gallon cask we supply;
 - **EContainer** means either an ECask, an EKeg or any other container we supply;
 - **EKeg** means a 30 litre or 50 litre stainless steel keg we supply;
 - **Fit to Fill ECask** means the cask is supplied clean, and in particular there is no deep staining, no soiling or protein marks, no fly eggs or casing of any quantity, no bungs, corks, residual hops or malt, or any other foreign objects within the cask; slight marks or imperfections within the cask are permitted, the outside of the cask will have been processed through an automated external washer and will have all of the major soiling or labels removed. The ECasks end to end wash process is one of the most robust in the industry, every cask is manually inspected, and every operator trained to the highest possible standards. The cask will be provided 'Clean' but not sterile or sanitised, breweries will need to continue to ensure that the cask is 'Fit to Fill' before being filled with beer.
 - **Price List** means our then-current list of applicable fees and charges;
 - **Rental** means the supply of an EContainer and your use of it in accordance with these Terms;
 - **Rental Charge** means the EContainer Rental charge as set out in Term 5.1;
 - **Terms** means these terms governing our supply of EContainers to you;
 - **Total Loss** means that an EContainer is damaged beyond repair, lost, stolen, seized or confiscated;
 - **we, us** and **our** mean Close Brewery Rentals Limited (trading as ECasks), a company registered in England and Wales with number 5826492 whose registered office is at Unit 1, Kingfisher Park Headlands Business Park, Ringwood, Hampshire, United Kingdom, BH24 3NX; and
 - **you** and **your** mean a person who places an order for EContainers.
- 8.2 These Terms (and no other terms) govern our supply of EContainers to you, and by placing an order for EContainers you agree to them. No conduct by us constitutes acceptance of any terms you put forward unless this is put in writing and signed by one of our directors. From time to time, we may find it necessary to amend these Terms. We will notify you of any substantial changes and will provide you with a copy of the latest version of these Terms.
- 8.3 These Terms are governed by English law and the English courts.