THE M&H DISTILLERY, LTD.
CASK PURCHASE ORDER

Upon receiving your completed form and payment, a receipted invoice confirming your purchase will be emailed to you and a Stock Certificate specifying the cask number will be sent to you. Insurance and storage for 3 years are included in the price quote for 1st payment.

BILLING INFORMATION

Title and full Name

Business ID / SS / TZ

Email

Tel. *Mobile*

Address

Postal Code *Country*

Name on cask

Cask Type	***1st payment (Paid upon signing)***	***2nd payment (Paid upon bottling)***		
		Additional years	*Price per 700 ml bottle, 46% abv with Israeli taxes*	*Price per 700 ml bottle, 46% abv without Israeli taxes*
First Fill Ex-Bourbon 200L Barrel	16,365 NIS	1,650 NIS	77 NIS	44.73 NIS
First Fill STR 225L Cask	19,860 NIS	1,650 NIS	77 NIS	44.73 NIS

* Other casks might be available upon request

PAYMENTS

1st payment: Cask purchase price. Includes aging and insurance for a period of 3 years. Paid upon signing.

2nd payment: Service price. Includes bottling cost (per bottle) and aging with insurance for each year above the initial 3. Paid upon bottling.

- Prices are in New Israeli Shekels. Conversion rate is determined on day of 1st payment (day of signing) and 2nd payment (day of bottling).
- Prices are different for Israeli purchase and delivery. If you plan on purchasing your cask and having the bottles delivered within Israeli territories, the price will include Israeli taxes. Kindly inquire for more information.
- Prices below do not include VAT (applicable to Israel purchase).

THE M&H DISTILLERY, LTD.
CASK PURCHASE ORDER

I WOULD LIKE TO PURCHASE THE FOLLOWING CASK(S) OF M&H SINGLE MALT WHISKY

Cask	*Quantity*
First Fill Ex-Bourbon 200L Barrel	
First Fill STR 225L Cask	

DISCLAIMER: In applying to purchase this/these cask(s), I confirm that I have read the terms and conditions (attached below) and fully agree not to use 'The M&H Single Malt' or 'The M&H Distillery' or 'Milk & Honey' or 'M&H' in any future use of the cask(s) contents without distillery approval.

In signing this purchase order, I confirm the above.
In addition, I understand that I will be paying with / without the Israeli taxes and VAT (circle one).

Full Name

Signature

Date

PAYMENT DETAILS

MILK & HONEY DISTILLERY LTD
Account Holder Name

New Israeli Shekel:	**IL360111120000158053003**
$ (US Dollar):	**IL160111120000158580267**
£ (Pound Sterling):	**IL470111120000158580291**
€ (Euro):	**IL910111120000158580275**

IBAN

ISRAEL DISCOUNT BANK LTD
Bank Name

IDBLILIT112
SWIFT/BIC

PLEASE RETURN THIS FORM TO:

The M&H Distillery, Hatehyia St. 16, Tel-Aviv-Jaffa, Israel
Or Fax: +972 (0) 35232427 Email: mh@mh-distillery.com

The Milk & Honey Distillery – Terms & Conditions – Purchase of new make single malt spirit distilled in private Casks

These Terms and Conditions, as set forth, and as may be amended from time to time by the Distillery (as defined below), shall govern the sale by the Distillery of new make single malt spirit distilled by the Distillery and aged in personally designated casks and the provision of other services, all as further specified herein.

1. Definitions

"**Advance Payment**" means the amount payable by Customer upon signature of an Order Form, as advance payment on account of the purchase of the Product, and the Services provided during the first 3 years of the Ageing Period, as specified in the Price List.

"**Ageing Period**" means the period commencing on the date a Cask is filled with spirit and ending on the date the Product from such Cask is bottled, which shall not be less than 3 years or more than 5 years from the date the Cask is filled.

"Agreement" means the Order Form, these Terms and Conditions (the "**Terms**") and all appendices, addenda and any ancillary or supplementary documents thereto, all as may be amended from time to time in accordance with the provisions hereof and thereof.

"Bottling Price" means the price per bottle filled with aged Product from the Customer's dedicated Cask(s), payable by the Customer in consideration for bottling the aged Product and taxes, as specified in the Price List.

"**Cask(s)**" means casks of the same type used by the Distillery to store and age its Product (subject to availability), or a similar type chosen by the Distillery (at its sole discretion), in the amount specified by the Customer in the Order Form.

"**Customer**" means the individual, group of individuals, company or other entity that is listed as the Customer on the Order Form.

"**Distillery**" means The Milk & Honey Distillery Ltd. (registration no. in Israel 51-491004-1).

"**Order Form**" means, with respect to each Customer, the form signed by the Customer, specifying the number and type of Casks purchased by the Customer, contact details of the Customer and/or its Primary Contact Person with competent authority and the desired ageing period (if known at such time), in the form provided by the Distillery.

"**Price List**" means the document specifying the **Advance Payment and** the Services Price, attached to these Terms as **Annex A**.

"**Primary Contact Person**" means the primary contact person on behalf of the Customer, identified on the Order Form. In the event a primary contact person is not so indicated by the Customer, the primary contact person shall be the Customer.

"**Product**" means new make single malt spirit distilled by the Distillery, which shall age in the Casks during the Term.

"**Services**" means filling, storage, maintenance, handling and insurance of the Casks during the Ageing Period.

"**Services Price**" means the price per each additional year (or part thereof) of ageing, exceeding the first 3 years of the Ageing Period, payable by the Customer in consideration for the Services provided by the Distillery during such period.

"**Term**" means the period commencing upon the signature of an Order Form and ending upon the delivery of the bottled aged Product to the Customer.

1.1 Unless the context requires a different interpretation, the following rules shall be used to interpret these Terms: (a) the word "including" means "including but not only"; (b) a reference to a "Clause" is to the relevant Clause of these Terms, unless otherwise stated; (c) the headings in these Terms do not affect the meaning of the Clauses.

1.2 In the event of any conflict or inconsistency between them, the terms of these Terms will take precedence over any other terms purported to apply to the Agreement and shall take precedence over any terms set out in any other document purported by Customer to apply.

2. Terms of Sale

2.1 The Distillery agrees to sell and provide (as applicable) to the Customer, and the Customer agrees to purchase and receive from the Distillery, the Product and the Services, under and in accordance with the terms of the Agreement.

2.2 The Customer acknowledges and declares that it is of legal age and/or of legal status (as applicable) permitting it to purchase and use the Product (whether personally or for commercial purposes) according to applicable laws and regulations at the relevant jurisdictions.

3. Ageing of the Product

3.1 Upon receipt by the Distillery of the Advanced Payment, the Distillery will fill the amount of Casks specified by the Customer in the Order Form with the Product. The

Distillery may also offer the Customer to purchase Product stored in casks owned and filled in advance by the Distillery, provided such pre-filled casks have the same characteristics as the Cask and Product the Customer wished to purchase.

3.2 Casks will be filled with Product at a rate of alcohol by volume of 63% ABV to 68% ABV, or any other rate customarily used by the Distillery for its own products.

3.3 The following shall apply during the Ageing Period:

3.3.1 The Casks with Product will be stored and maintained by the Distillery at a location under its control and supervision, in conditions similar to those in which the Distillery stores and maintains its own casks and/or products.

3.3.2 The Distillery may, in its sole discretion, monitor and/or adjust the Product and/or the conditions of the storage of the Casks, in order to preserve or improve the quality of the Product.

3.3.3 The Distillery shall procure that the Casks and Product be covered under the same insurance policies covering the Distillery's own casks and stock.

3.3.4 The Customer may inspect the Casks at the Distillery's premises during normal business hours, subject to prior coordination with the Distillery, not more than once every 12 months. The Customer may also receive a sample from the Casks every 6 months during the Term, subject to payment by Customer of the applicable shipment, postage, packaging and other administrative costs, as quoted by the Distillery, in advance.

3.4 At the expiry of the first 3 years of the Ageing Period, the Customer Shall notify the Distillery if it wishes to bottle the Product or to continue the Ageing Period. At any time thereafter during the Ageing Period, the Customer may notify the Distillery it wishes to bottle the Product or continue the Ageing Period, provided that at the end of the Ageing Period, the Customer can only request that the Product be bottled.

3.5 If the Customer fails to notify the Distillery, within 12 months of the 3rd anniversary of the date the Cask was filed, that it wishes to either bottle the Product or continue the Ageing Period, and the Distillery is unable to receive a response from the Customer and/or its Primary Contact Person during such 12 month period, then ownership over the Product shall transfer to the Distillery, and the Customer shall be entitled to receive a refund of 50% of the Advanced Payment paid by it. The same would apply if the Customer fails to notify the Distillery, within 90 days following the end of the Ageing Period, that it wishes to bottle the Product, and the Distillery is unable to receive a response from the Customer and/or its Primary Contact Person during that time.

4. Bottling and Packaging (the "**Services**")

4.1 Upon receipt of notice from the Customer in accordance with Clause 3.4 above, according to which it wishes to bottle the aged Product, and subject to the payment in full of the Bottling Price and, if such notice is given upon the expiry of the Ageing Period, the Services Price, the Distillery shall bottle the aged Product contained in the Casks in bottles provided by the Distillery. The Customer may provide the Distillery with its own bottles, provided they are certified by the Israeli Standards Institute, are approved as 'Kosher' by the Rabbinate providing 'Kosher' certification to the Distillery at that time, are compatible with the bottling machinery used by the Distillery at that time and are compatible in all other respects with applicable law.

4.2 The Customer acknowledges and agrees that bottling of the Product shall take place only at the Distillery's premises and under its supervision.

4.3 The Customer acknowledges and agrees that during the ageing process, the Product will lose both volume and alcohol at a rate which cannot be accurately predicted and/or guaranteed, and that, therefore, the number of bottles which can be filled with Product from each Cask cannot be predicted and/or guaranteed as well. For the avoidance of doubt, the Bottling Price specified in the Price List, shall be payable by the Customer only in respect of bottles actually filled and delivered to the Customer at the end of the bottling process. For the avoidance of doubt, the foregoing does not derogate from the Customer's obligation to make payment for the full Services Price.

4.4 The Customer acknowledges and agrees that the Distillery may, in its sole discretion, keep up to 3 bottles filled with Product from the Customer's dedicated Cask, for knowledge, expertise and record keeping purposes, and the Customer shall not be liable to pay the Bottling Price specified in the Price List for such bottles.

4.5 The Distillery shall label the bottles with labels provided by the Customer, subject to the prior approval of the Distillery of such labels. If Customer does not provide its own labels, the Distillery shall label the bottles using labels of its own design, at its sole discretion. The Customer acknowledges and agrees that the Distillery may incorporate its trademarks, logo and name, as well as other details required by applicable laws and regulations, into any labels used.

4.6 Upon the Customer's request, the Distillery will provide design services in connection with the Customer's bottles and/or labels, provided that all intellectual property rights in any design or customization made by the Distillery as aforesaid shall belong to the Distillery.

4.7 Following the completion of the bottling of the aged Product, the Distillery shall prepare the bottles for shipment, and thereafter shall notify the Customer accordingly. It is the Customer's responsibility to provide and pay for transport, taxes, duties and handling charges applicable to shipping the bottles from the Distillery to its preferred address.

5. Title

5.1 Subject to the fulfillment of all of its obligations in accordance with the Agreement, including, without limitation, the payment in full of all applicable prices, fees, costs, taxes and duties, the Customer shall receive ownership and title of the bottles of aged Product upon receiving possession of them at the Distillery's premises prior to shipment. In no event, shall the Customer hold title and ownership in the Casks themselves, which shall remain with the Distillery.

5.2 The Customer shall not sell, resell, distribute, or otherwise transfer the Product, in whole or in part, to any business, retailer, distributor, wholesaler, or other commercial entity (a "B2B" transaction), whether directly or indirectly, without the Distillery's prior written consent. The Product may be sold or transferred by the Customer only to private, non-commercial end consumers (a "B2C" transaction).

6. Price and Payment

6.1 The Customer shall pay the following prices, as follows:

6.1.1 The Advance Payment shall be paid within 10 business days of the Customer signing the Order Form.

6.1.2 The Bottling Price shall be paid within 10 business days of the date the Customer provided notice to the Distillery to bottle the aged Product in accordance with Clause 3.4.

6.1.3 The Services Price shall be paid within 10 business days from receipt of a written demand by the Distillery, following the date the Customer provided notice to the Distillery to bottle the aged Product which results in the end of the contents of the Customer's dedicated Cask.

6.2 Payment to the Distillery shall be made via bank transfer to the following account, unless agreed to otherwise by the parties:
Account Name: The Milk & Honey Distillery LTD.
Account Number: 0158580275
Branch Number: 112, Gedera
Bank Name: Israel Discount Bank Ltd.
IBAN: IL360111120000158053003
EUR Swift Code: IL91 0111 1200 0015 8580 275

6.3 Without derogating from the foregoing, the Distillery will provide the Customer with a receipt upon the payment of the Advance Payment and for each payment of the Bottling Price the Customer is required to pay, including VAT (if applicable). The Distillery will provide the Customer with an invoice upon full payment of all amounts required to be paid in connection with the purchase of the Products, including the Services Price. For the avoidance of doubt, the prices listed in the Price List are exclusive of VAT, unless expressly specified to the contrary.

6.3.1 The prices listed in the Price list are also exclusive of any costs related to, or in connection with, the shipment of the bottled aged Product to the Customer, including, without limitation, any transport, import, export and/or insurance costs, and any taxes and/or duties in connection with the same, which shall remain the sole responsibility of the Customer.

7. Taxes and Compliance

7.1 The Distillery shall be responsible for the payment of any taxes, levies and/or duties imposed on it according to applicable laws and regulations in connection with the production, storage, maintenance and sale of the Product, including taxes on its income.

7.2 The Customer shall be responsible for the payment of any taxes, levies and/or duties imposed on it according to applicable laws and regulations in connection with the shipment of the bottled aged Product to the Customer and the use and/or sale of such by the Customer, including, without limitation, any transport, import, export and/or insurance costs, and any taxes, levies and/or duties in connection with the same.

7.3 Without derogating from the foregoing in this Clause 7 herein, the Customer shall comply with all applicable laws and regulations with respect to the purchase, shipment and/or personal and/or commercial use by the Customer of the Product and/or Services.

8. Limitation of Liability

8.1 In the event the contents of a Cask are severely damaged or lost during the Ageing Period, excluding any such damage or loss caused by the Customer and/or anyone on its behalf, the Distillery shall make commercially reasonable efforts to replace such damaged or lost Cask with another cask with similar age and characteristics at no extra charge, or if such solution is not available, refund the Customer all amounts paid by the Customer until such time, excluding any amounts paid in respect of Bottling Price for bottles with Product provided to the Customer. For the avoidance of doubt, the Customer acknowledges and agrees that the foregoing shall be the sole remedy to which it is entitled in the event the contents of a Cask are severely damaged or lost, and hereby irrevocably waives any right, contention, claim,

remedy and/or cause of action with respect to the foregoing.

8.2 Nothing in the Agreement shall exclude the liability of either party for death or personal injury resulting from negligence, fraud, fraudulent misrepresentation, or any other liability which may not be excluded by applicable law.

8.3 Subject to Clause 8.2 and save as otherwise provided in these Terms, the Distillery shall not be liable for: (a) loss of profits; (b) loss of business; (c) damage to goodwill or similar losses; (d) loss of anticipated savings; (e) loss of use; (f) loss or corruption of data or information; or (g) any form of indirect, special or consequential loss of any kind.

8.4 Subject to Clauses 8.2 and 8.3, the Distillery's entire liability under or in connection the Agreement shall be limited to an amount equivalent to the price actually paid by the Customer.

9. Intellectual Property

9.1 The Customer acknowledges and agrees that all rights in any invention, design, trademark, logo, trade name, copyright, trade secret and any other intellectual property right of whatever kind or nature, whether registered or not, and whether registerable or not, related to the Casks and/or the Product, excluding such parts of the design of the labels and/or bottles which can be independently and separately attributed solely to the Customer, ("**Distillery's IP**") shall be and remain the exclusive property of the Distillery.

9.2 Nothing in the Agreement shall be construed or interpreted as giving title, license and/or permission to the Customer to use any of the Distillery's IP, without the prior written consent of the Distillery, other than the use and/or sale by the Customer of the bottles purchased by it within the framework of the Agreement, and only to the extent the Distillery's IP constitutes an inseparable part of the bottles and/or labels sold to the Customer as aforesaid.

10. Miscellaneous

10.1 Any notice to be made under or in connection with the Agreement shall be made in writing to the following address:

- If to the Distillery:
  The Distillery's Office at: **mh@mh-distillery.com** or **+972 (0) 363 20 491**
- If to the Customer:
  to the Primary Contact Person, as specified in the Order Form.

The Customer is responsible to notify the Distillery in writing regarding any change in the contact details and/or identity if the Primary Contact Person.

10.2 The Distillery shall not be liable for any delay in performing its obligations under the

Agreement where such delay is caused by circumstances beyond its reasonable control.

10.3 The Customer may assign its rights and obligations under the Agreement, provided that the assignee undertakes to comply with the provisions of the Agreement and sign an assignment agreement in a form acceptable by the Distillery.

10.4 The Agreement does not create a partnership or joint venture between the parties to it, nor authorizes either party to act as agent for the other.

10.5 No amendment of the Agreement will be effective unless it is in writing and signed by both parties.

10.6 If any provision (or part of a provision) of the Agreement should be found to be invalid, unlawful or unenforceable by a court having proper authority, or if the law changes so that it becomes invalid, unlawful or not enforceable to any extent, then this Clause will apply and the provision (or part affected) will be treated as having been deleted from the remaining provisions which will remain in full force and effect.

10.7 The Distillery shall not be treated as having: (a) waived a right or remedy arising under the Agreement or otherwise in law; and/or (b) elected to abandon a right or remedy arising under the Agreement or otherwise in law; and/or (c) where applicable, thereby affirmed the Agreement; except if and to the extent that it has expressly documented such waiver or election (and any resultant affirmation) in writing signed and delivered to the Customer.

10.8 The Agreement constitutes the entire agreement between the Distillery and the Customer in relation to its subject matter and supersedes any prior arrangement, understanding or agreement between them in relation thereto.

10.9 To the fullest extent permitted by applicable law, the Distillery hereby excludes any conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, as being binding on it except as specifically stated in these Terms and any condition, warranty or other term concerning the Casks and/or the Product which might otherwise be implied into or incorporated within the Agreement, whether by statute, common law or otherwise, is expressly excluded.

10.10 The Customer acknowledges that in entering into the Agreement, it had not relied on any statement, representation, warranty, undertaking or other assurance given or made by any person (whether a party to the Agreement or not) other than as expressly set out or referred to in the Agreement. The Customer hereby waives all rights and remedies howsoever arising which, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, undertaking or other assurance.

10.11 The Agreement (and any non-contractual disputes or claims) is governed by the laws of the State of Israel and the parties agree that the courts of Tel Aviv - Jaffa will have the exclusive authority to settle any dispute arising out of or in connection with the Agreement (and any non-contractual disputes or claims).