

Loughran Brewers Select Limited (LBS) Terms & Conditions

The terms and conditions apply to all sales of goods and supplies of services by **Loughran Brewers Select Ltd (LBS) IE8258079C**, Clermont Farms, Haggardstown, Dundalk, Co. Louth, Ireland, A91 HPK7.

The terms and conditions of sale may be subject to change without notice.

- The Customer is defined as being the Company, Owner, Director, Manager and any other authorised representative.
- Any contract made with LBS for the sale of goods or the supply of services is subject to these terms and conditions and any conflicting terms of business of the customer shall have no effect.

Any contract made with LBS for the sale of goods or the supply of services is subject to these terms and conditions and any conflicting terms of business of the customer shall have no effect.

Acceptance of delivery by the customer of either goods or services will constitute acceptance by the customer of these terms and conditions.

Price

1. Prices stated in any quotation or within LBS price lists are subject to alteration without notice upon any changes or amendments to prices from its suppliers.
2. Value Added Tax will be charged to the customer in addition to the price for goods and services supplied.

Payment

1. Payment for goods and services supplied by LBS will be made by the customer in advance of those goods and services being processed. Advance payments can be by electronic bank transfer or by card payment.
2. Accounts may be opened for the customer on providing to LBS references as the company deem necessary. LBS reserves the right in its discretion to grant credit. All credit accounts will become due for payment 30 days following the order placement by the customer unless otherwise agreed.
3. The customer will not make any deduction from the invoice price of goods or services on account of any off set or claim unless both the validity and the amount have been agreed in writing by an authorised representative of LBS.

4. Time from payment shall be of the essence of the contract. Without prejudice to any other rights of LBS if the Customer fails to make any single payment by the due date all sums in respect of all goods shall become due and payable immediately. LBS reserves the right to charge interest on overdue credit accounts at a rate of 2% per month. Interest on all outstanding accounts is to be compounded from day to day until the payment of the amount outstanding is received.
5. LBS reserves the right to make a charge for any dishonoured cheques, returned Direct Debits or returned payments of any kind.
6. The contract is based on the customs status between the EU and its international trading partners at the time the order is placed. All additional costs (customs duties, clearance costs, etc.) resulting from a changed customs status shall be charged to the purchaser.

Deliveries

1. Stated dates or times for deliveries are approximate only
2. Failure by LBS to deliver any consignment or part order under the contract shall not entitle the customer to cancel or suspend the contract or any consignment.

Risk and Title

1. Risk will pass to the customer so that the customer is responsible for all loss, damage or deterioration to the goods as follows:
 1. In all circumstances when the consignment or part consignment or other services is delivered and accepted at the premises of the customer or at an address as designated by the customer.
 2. Title to and all ownership of all goods supplied by LBS to the customer and not paid for will remain with LBS.
 3. Until full payment is received, LBS may without prejudice to any other right recover all goods supplied, whether partially paid for or not.
 4. LBS will not be under any obligation to resell goods recovered. The value of any goods so recovered and sold will be credited to the customer account after deductions in favour to LBS for expenses incurred in the recovery of the said goods.

Carriage

1. Prices of goods quoted do not include delivery.

2. The entire cost in the transportation of goods to a destination specified by the customer, either within or outside the EU will be borne by the customer.

Customers may collect goods in person in accordance with LBS guidelines or may arrange to have a haulier of their choice arrange collection of goods.

Returns

1. LBS will not accept the return of goods unless there has been a fault at production or unless the goods are damaged prior to or during delivery and then only as specified in 8b) below. LBS do not operate a 'sale or return' policy
2. Where in the opinion of LBS (which shall be binding on the customer) that the quality of goods is not acceptable, the goods may be returned but must be accompanied by a request for credit signed by the customer and duly authorised representative of LBS.
3. All goods supplied by LBS must be stored undercover in dry weatherproof conditions.
4. Credit may be given at the sole discretion of LBS providing the goods returned are within the acceptable 'best before' date/period as determined by the LBS 'batch lot' Number.
5. LBS will library all 'Lot' numbers at the time of milling and bagging the whole grain malt.
 - i. Neither milled nor whole malt may be returned *after* the best by date printed on the bag.
 - ii. Milled malt may not be accepted for return where the request for return is made less than 90 days *before* the best before date shown on the 25kg bag.
 - iii. Whole grain malt may not be accepted for return where the request for return is made less than 90 days *after* the 'Lot' number as shown on the 25kg bag.
6. All other goods and services supplied will be as detailed on the manufacturers packaging.

Equipment

1. All containers, cylinders, cases and pallets used in the carrying and delivery of goods will be deemed as non-returnable. Ownership and

responsibility of these items passes to the customer at the time of delivery.

2. The customer is expected to dispose of all containers in a manner befitting the environment

Damage, Shortage or Loss in Transit

1. In respect of goods, no claim for any damage, shortage or loss in transit will be considered by LBS unless the customer has given written notice to LBS within 1 day from the date of receipt.

In the case of partial damage, consignment shortage or the complete consignment loss to any carrier other than LBS this must be given within 1 day from the date of receipt of the consignment in question.

2. In the case of total loss of consignment in question to both LBS and the carrier, within 5 days of the despatch of the consignment.

Scope of Contract

Under no circumstance shall LBS have any liability of whatever kind from:

1. Any defect in the goods resulting from accident or improper use by the Customer of use by the Customer other than in accordance with the instructions or advice of LBS .
2. Any goods which have been modified other than by LBS.
3. The suitability of any goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to LBS.
4. Any technical information, recommendations, statements or advice furnished by LBS, its servants or agents not given in writing in response to a specific written request from the Customer before the Contract is made.
5. Any mixing of the goods with any other goods or the application of any further process to the goods.

Liability

1. LBS shall have no liability to the customer (other than liability for the death or personal injury resulting from LBS's negligence) for any loss or damage of any nature arising from any breach of any expressed or implied warranty or condition of the Contract or any negligence, breach of statutory, or other duty on the part of LBS or in any other way out of, or in

- connection with, the performance, or purported performance of, or failure to perform the contract except in accordance with this condition.
2. If the customer establishes that any goods have not been delivered, have been delivered damaged, are not of the correct quantity or do not comply with their description, LBS shall, at its option, replace with similar goods any goods which are missing, lost, or damaged, or do not comply with their description, or allow the customer credit for their invoice value or repair any damaged goods.
 3. If the customer establishes that any goods are defective, LBS shall, at its option, replace with similar goods or allow the customer credit for their invoice value or to the extent that the goods are not of the LBS's manufacture, assign to the customer (so far as LBS is able to do so) any warranties given by the manufacturer of the goods to the company.
 4. The delivery of any replacement goods shall be at LBS's premises or other delivery point specified for the goods.
 5. Where LBS is liable in accordance with this condition in respect of only some of the goods, the contract shall remain in full force and effect in respect of the other goods and no set-off or other claim shall be made by the customer against or in respect of such other or other parts of the goods.
 6. No claim against LBS shall be entertained for any defect arising from any design or specification provided or made by the customer or if any adjustments alterations or other work has been done to the goods by any person other than the company.
 7. The company shall not be liable where any goods. the price of which does not include carriage. are lost or damaged in transit and all claims by the customer shall be made against the carrier. Replacements for such lost or damaged goods will, if available, be supplied by LBS at the prices ruling at the date of dispatch.
 8. In no circumstances shall the liability of LBS to the customer under this condition exceed the invoice value of the goods.
 9. The invoice value of goods and services supplied by LBS, and subsequently agreed by LBS to be defective in materials or workmanship, will be credited to the customer provided that the goods returned to LBSU are within the agreed period of time. Any such agreed defective goods will be replaced (and re invoiced at the price credited) or made serviceable for their original purpose free of charge.
 10. In providing Malt milled from whole grain LBS will make the considered approach to grind the whole grain at a gauge level as to optimise product for best customer results. LBS will not guarantee exact production results from goods supplied.

11. Where LBS provide a goods specification sheet to accompany an individual batch of malt goods despatched, this specification document should be considered a guide only and cannot be used as a guarantee exact performance of the product.
12. LBS will not be liable for any loss or damage of any description, whether caused by negligence of its employees or agents or otherwise or whether arising from any connection in the failure or the delay in delivery of goods

Termination

1. LBS will be entitled without prejudice to its rights to terminate a whole or part contract with its customer or suspend further deliveries under the contract if the following occur
 1. If any debts due and payable by the customer remain unpaid.
 2. If the customer fails to take delivery of any goods under the terms of an agreed volume supply contract
 3. If the customer becomes insolvent, suffers any writ or proceedings for debt or has a receiver appointed.
 4. If the customer has a receiving order made against them
 5. If the customer becomes abusive or offensive to any member of the LBS staff by any means
2. Upon termination the price of all goods sold and delivered by LBS to the customer and all outstanding money owed to LBS on any account will become immediately repayable.
3. In addition to any right or lien LBS may have, LBS shall have a lien on all LBS goods the customer has in possession at the time that they remain unpaid.

Force Majeure

1. LBS will not be under any liability to the customer for the failure to perform or delay in performing any of its contractual obligations to the customer attributable to any cause whatsoever beyond the reasonable control of LBS and no such failure or delay shall be deemed for any purpose of these conditions to constitute a breach of contract.

Customer Change of ownership

1. Should the customer sell the business during the term of the contract as a willing on-going concern; the contract will be automatically transferred to the new ownership of the business. This will be on the basis of continued production operation. As such this contract will be declared as an on-going liability in any sales process.

Cancellation

1. The customer shall have no right under any circumstances to cancel the contract or any instalment or order thereunder without prior agreement and written notice of LBS. If LBS shall give such consent it will be without liability then LBS may make it a condition of that consent that the customer shall pay compensation to LBS as reasonably required. However, nothing in this clause will imply that LBS conducts business on a sale or return basis.

Price List

1. The description of goods and services in the LBS price list is given by way of a description only and the use of such descriptions shall not mean that the sale under this contract is a sale by description.

Exhibitions

1. The customer shall not exhibit any of LBS products at any public exhibition or trade display without first obtaining the written permission of LBS.

Proper Law

1. Every contract to which these conditions apply shall be construed and take effect in accordance with the Laws of Ireland and Irish Courts and the parties shall accept the exclusive jurisdiction of the Irish courts.

Waiver

1. No waiver by LBS of any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severability

1. If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part validity of the other provisions of these terms and the remainder of the provision in question shall not be affected thereby.

Loughran Brewers Select Privacy Policy

INTRODUCTION

We are committed to protecting your privacy. This privacy policy explains how we collect, use, store, and share your personal data.

WHO IS RESPONSIBLE FOR YOUR PERSONAL DATA?

Loughran Brewers Select Limited (IE8258079C) (and its related entities) is responsible for your personal data.

Loughran Brewers Select registered office is: Loughran Brewers Select Limited (IE8258079C), Clermont Farms, Haggardstown, Dundalk, Co. Louth, Ireland, A91 HPK7

Your data will be controlled by the Loughran business that provides services to you.

If you have any questions in relation to this policy or generally how your personal data is processed by us please contact our Marketing Department by letter addressed to: Marketing, Loughran Brewers Select Limited, Clermont Farms, Haggardstown, Dundalk, Co. Louth, Ireland, A91 HPK7 or by email: digby@brewersselect.com

WHICH PERSONAL DATA DO WE COLLECT?

The personal data we collect may include:

- General information, such as your name and contact details (including your postal address, business address, telephone number, fax number, mobile phone number and e-mail address)
- Payment and identity verification information, such as bank account details to facilitate payments, date of birth, passport details, drivers licence details, credit card details if you use that as a payment method, and related billing information.
- Publicly available information, such as company and personal searches, and credit agency reports.
- General business information processed in a contractual relationship with Loughran businesses, which is voluntarily provided by you.
- Details of when you visit any of our premises, such as your vehicle registration details, and select biometric data such as CCTV footage and on-site security imaging.

Each time you visit our websites we may also automatically collect information and personal data about your computer for system administration including, where available, Internet Protocol (IP) address used to connect your computer to the internet, MAC addresses, traffic data, location data, your login information, time-zone setting browser type and version, browser plug-in types and versions, operating system and platform, weblogs, cookies and other communication data, and the resources that you access. We do this to help us analyse how users use the websites (including behaviour patterns and the tracking of visits across multiple devices), to establish more insights about our website users and to assist us in managing your account and improving your online experience.

Please note that we may combine personal data we receive from other sources with personal data you give to us and personal data we collect about you.

HOW DO WE COLLECT YOUR PERSONAL DATA?

We collect some of your information directly from you, either through information that you give to us, or information that we collect during your visits to our website or premises, or through your communications with us. We also obtain some information from other third parties, including reference checks.

Information that you give us

You may share personal data about yourself and your circumstances by:

- filling in forms and sending them to us;
- filling in forms on our websites, registering to use our websites, and continuing to use our websites;
- giving us information about yourself in any communications with us either by telephone, e-mail, post or otherwise, either in connection with your account or to report a complaint or issue;
- signing in at reception on one of our premises;

You are not obliged to provide your personal data to us. However, if you do not provide your personal data to us, we may not be able to provide goods or services to you, receive goods or services from you, respond to your queries, or allow you onto our premises.

Information that we collect about you

We collect personal data about you:

- when you complete new customer or supplier forms and send them to us;
- when you visit our websites,
- if you visit one of our premises,
- when you call us,
- which is publicly available through industry associations, to which you and/or we belong or subscribe to, integrity databases, and/or regulatory authorities.

Information that we receive from other sources

We may receive personal data about you from other third parties, including:

- credit agencies and taxation authorities (which are publicly accessible information sources) for verification of you and/or your business;
- information about directors and officers (which is a publicly accessible information source);
- where we request references, and VAT and credit checks if you are applying for an account with us.

FOR WHICH PURPOSES WILL WE USE YOUR PERSONAL DATA?

We may use your personal data for the following purposes:

Necessary for the entry into or performance of a contract

When you enter into a transaction with us, a contract between you and us will have been entered into. In order for us to fulfil our obligations under such contract (e.g. to allow you to place an order for goods or services, or for you to supply goods or services to us), we will need to collect, process and share (as further detailed below) your personal information. Failure to provide the requisite personal information when placing your order and financial information on entering into the transaction or objecting to this type of processing / exercising your deletion rights will unfortunately mean we cannot provide our goods or services to you, or you supply goods or services to us.

Legitimate business interests

We use your personal data for the legitimate interests of our business to enable us to:

- accept goods and services from you, or provide you with goods and services as requested by you;

- manage and administer you or your organisation's business relationship with Loughran businesses, including the processing of payments, accounting, auditing, billing and collection and support services;
- comply with our legal obligations, compliance screening or recording obligations, which may include automated checks on your contact data or other information you provide about your identity against applicable sanctioned-party lists and contacting you to confirm your identity in case of a potential match or recording interaction with you which may be relevant for compliance purposes;
- carry out research to understand our customers and suppliers and how they use our products and services;
- develop and improve our services to you and to our other customers and suppliers;
- to administer and improve our website to ensure that content is presented in the most effective manner;
- to provide customer support;
- as part of our efforts to keep our sites safe and secure (for example through the use of CCTV on our premises);
- manage insurance requirements;
- monitor and assess compliance with our policies and procedures;

We may also process your personal data for the following purposes when you have given us your express consent:

- communicating with you through means which you have approved, to keep you up to date on our products and services, company announcements, events and news;
- customer surveys, marketing campaigns, market analysis, competitions, and promotional activities or events;
- collecting information about your preferences so we can personalise the quality of our communications and interactions with you.

With regard to direct marketing communications, we will, where legally required, only engage in such communications where you have consented to receive it. You will have the opportunity to "opt out" at any time if you no longer wish to receive direct marketing communications from us. You have the right to withdraw your consent to processing of this nature at any time by emailing us at digby@brewersselect.com

We have a legitimate interest in processing your information as:

- we will both benefit from the provision of goods and services;
- we have a legitimate interest in recording telephone calls for quality and training purposes;
- we will both benefit from the ability to enforce or apply rights under any contract between us;
- we are required to ensure health and safety of our premises and have a legitimate interest in ensuring any processes are effective;
- we have a legitimate interest in ensuring the security of our premises, and in assisting with the prevention and detection of crime;
- we would be unable to provide our goods and services without processing your information.

We consider that it is reasonable for us to process your personal data for the purposes of our legitimate interests outlined above, as we process your personal data only so far as is necessary to achieve the purpose outlined in this privacy policy, and the processing of your personal data does not unreasonably intrude on your privacy.

Special Categories of Personal Data

Certain personal data falls into 'special categories of personal data', such as data regarding your race or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purposes of uniquely identifying a person, data concerning your health (including mental and physical health), or data concerning your sex life or sexual orientation.

Other than select biometric data collected when you visit one of our premises, we do not collect any other Special Category data of customers, suppliers or advisors whether existing or prospective.

Personal Data of Children

We do not knowingly collect information from children, and we do not use our website to knowingly solicit personal information from or market to children. If we learn that someone under age 18 has provided personally identifiable information through one of our Sites, we will use reasonable efforts to remove that information from our systems.

WHO DO WE SHARE YOUR INFORMATION WITH?

We may share your information with the other Loughran businesses, but only for the purposes specified in this policy.

We may also use a number of carefully selected third parties to supply us with products and services, such as (but not limited to) supply chain operators, credit checks, reference checks and legal advice. We will only share your information with these suppliers where it is necessary for them to provide us with the services we need. We do not share your information with third parties for marketing purposes.

PERSONAL DATA ABOUT OTHER PEOPLE WHICH YOU SHARE WITH US

If you provide personal data to us concerning another person, you must ensure that you have the right to disclose that personal data to us and that we may collect, use and disclose that personal data (examples include the personal data of your directors, officers, employees or any other persons with whom you have business dealings or connections). You must ensure that the person concerned is aware of all the matters outlined in this Policy which relate to them.

TRANSFERRING YOUR PERSONAL DATA ABROAD

We may transfer your data abroad if required for the purposes as outlined in this Policy. This may include countries which do not provide the same level of protection as the laws of your home country. We will ensure that such transfers are subject to appropriate or suitable safeguards as required by the General Data Protection Regulation (EU) 2016/679 or other relevant laws.

RETENTION OF YOUR PERSONAL DATA

We will only retain your personal data for the period necessary to fulfil the purposes outlined in this Policy, or otherwise legally required or permitted. This may be up to 6 years, unless a longer or shorter retention period is required or permitted by law.

We will also retain your personal data if it is required by Loughran businesses to assert or defend legal claims, until such time that the claims have been settled or the relevant retention period has expired.

SECURITY OF YOUR PERSONAL DATA

The personal data we hold on you may be stored electronically or in hard copy. We have put in place reasonable physical, technical, and organisational measures to safeguard the information we hold. Such measures include, but are not limited to: system access restrictions and authentication, firewall and virus protection systems, and physical security systems.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to us; any transmission is at your own risk.

If you have reason to believe that your interaction with us is no longer secure please immediately notify us of the problem by contacting us at digby@brewersselect.com. In the unlikely event that we believe the security of your personal information in our possession or control may have been compromised, we may seek to notify you of that development. If such a notification is appropriate, we will endeavour to do so as promptly as possible under the circumstances.

You are reminded if you have an account with one of the Loughran websites, you are responsible for maintaining the strict confidentiality of your account password, and you are responsible for any activity under your account and password. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account, and notify us when you wish to cancel your account. We will not be responsible for any loss or damage arising from your failure to comply with this obligation.

WHAT RIGHTS DO YOU HAVE?

You have a number of rights concerning the personal data we hold about you.

You have the right to:

- request access to your personal data
- ask us to rectify any inaccurate personal data
- ask us to erase your personal data

- ask us to restrict or block the processing of your personal data
- port your personal data;
- object to our processing of your personal data;
- not be subject to automated decisions;
- withdraw your consent

If you wish to do any of the above, please send an email to marketing@malt.ie.

WHAT IF YOU HAVE A COMPLAINT?

If you have any concerns regarding our processing of your personal data, or are not satisfied with our handling of any request made by you, or would otherwise like to make a complaint, please contact our Marketing Department at: Loughran Brewers Select Limited, Clermont Farms, Haggardstown, Dundalk, Co. Louth, Ireland, A91 HPK7, or by email at digby@brewersselect.com so that they can do their very best to sort out the problem.

If you are not satisfied with our response, you may raise your complaint with the relevant privacy regulator. In the Republic of Ireland, you can contact the Office of the Information Commissioner (OIC) at Office of the Information Commissioner (OIC), 6 Earlsfort Terrace, Dublin 2, D02 W773, via email at info@oic.ie or via their website <https://oic.ie/>

OTHER WEBSITES

Our websites may, from time to time, contain links to and from the websites of third parties. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies or your use of those websites.

CHANGES TO THIS PRIVACY POLICY

This policy was issued on 29 September 2025. We reserve the right to update this Policy if it is deemed necessary, and we will publish the updated Policy on our website, or in any other form considered appropriate.