

## Terms & Conditions

These terms and conditions ("Terms") supplement the Uva Imports Pricing list and all orders for products from Uva Imports ("Products"), whether or not from such list, are accepted and filled only on condition of acceptance of these Terms. By placing any order for Products, distributor or other buyer (referred to collectively herein as "you") accepts these Terms and agrees that these Terms shall supersede any conflicting terms, including without limitation any conflicting terms in any purchase order or other ordering document for such Products, and all such conflicting terms are hereby rejected.

1. Pricing. All prices are in U.S. dollars and subject to change without notice.

a) Direct Imports pricing refers to goods available Ex-Cellar.

b) FOB Atlanta pricing refers to goods available from Uva Imports, Norcross, GA.

2. Shipping. Orders will be ready to ship the next day if the order is placed and confirmed prior to 4pm. Your carrier will be responsible for making an appointment with the Uva Imports warehouse prior to the pick-up.

3. Pay Terms. All payments should be made and mailed to: Uva Imports, 5555 Oakbrook Parkway, Suite 535,

Norcross, GA 30093. ACH payments are preferred. Details available upon request.

a) Direct Import payments are due 60 days from date of shipment.

b) All domestic shipment payments are due 30 days from invoice date.

c) An interest rate of 1.5% per month will be debited for all late payments beyond 10 days of due date.

d) Orders will be released for shipment only for accounts that are current with Uva Imports.

4. Claims. If you wish to reject an order or any part of an order for any reason, you are required to inform Uva Imports, in writing, within 10 days of arrival of the product in your facility.

5. Chargebacks. When a producer or representative visits your market or participates in any pre-approved events, provisions will be made to have samples available for use. For any additional pre-authorized samples pulled from distributor-level (your) inventory, an electronic chargeback will be accepted, and credit will be issued upon approval by the Uva Imports manager, provided that chargebacks are requested promptly after applicable sampling. Split-case chargebacks for samples will not be authorized.

6. Distressed or Returned Products. Responsibility will be assumed for flawed or damaged Products returned within 30 days of original shipment from Uva Imports, provided such returned Products have been transported and stored in a manner ensuring the quality thereof.

7. Responsibility. You may not return for refund or credit and agree to assume full responsibility of payment for:

a) All Products that have been distressed or flawed during transportation between selling points Ex-Cellar or FOB Atlanta warehouse if the shipper is contracted by you or on your behalf.

b) All Products that have been in your possession in excess of one year; and

c) Any flawed or damaged Products transported or stored in a manner inadequate to preserve their quality.

8. Verification of Flawed or Destroyed Products. In order for Uva Imports to maintain quality control, you agree, upon request to provide Uva Imports with the LOT# of any flawed Product. Any claim for credit for flawed Products is subject to verification by a representative. No credit will be issued for Products destroyed or otherwise disposed of prior to approval. Upon request from Uva Imports, you agree to provide an affidavit of destruction in a form reasonably acceptable to Uva Imports for all items approved for destruction.

9. Special Programming or Depletion Allowances. Special programming or depletion allowances must be completely documented and accepted in writing by Uva Imports and shall not exceed 12 months. Except upon such written approval by Uva Imports, Uva Imports shall not be responsible for any costs associated with any such special programming or depletion by you or on your behalf, and you specifically assume all such costs incurred.

10. Credit Memos. Credit memos will be issued against your account for all agreed-to-in-writing chargebacks processed as set forth in these Terms. Uva Imports' intention is to issue such credits promptly after they are requested and are approved by the Uva Imports manager. In order to ensure such prompt processing, you agree to request chargebacks approximately once per month electronically.

11. Depletion Reporting. Without limiting any other provision hereof, all distributors shall submit monthly depletion and inventory reports.

12. Title, Offset, Collection Fees and Indemnity. Title to all Products held by you or on your behalf shall remain with Uva Imports until fully paid and you have fulfilled all terms, conditions and agreements contained herein. You shall not transfer Products to which Uva Imports retains title to any other party other than in the ordinary course of business. Uva Imports may set off against any amounts owed to you any amounts owed to Uva Imports under this or any agreement or order between you and Uva Imports. You agree to reimburse Uva Imports for all fees reasonably incurred in collection from you all payment, including applicable interest and late fees, for Products, including without limitation, collection costs and attorney's fees. You agree to defend, indemnify and hold harmless Uva Imports and any employee, representative or agent thereof against any liabilities, including without limitation reasonable attorneys' fees, arising from any third-party claims due in whole or in part to your negligence or your breach of these Terms.