

Bulk Wine Terms and Conditions

Definition of Parties

- This document outlines the terms and conditions for the sale of bulk wine, juice and spirits by St. Julian Wine Company, Incorporated, 716 South Kalamazoo Street, Paw Paw, Michigan, USA 49079-0127 (hereinafter referred to as “St. Julian”) solely to other holders of basic permits issued under the Federal Alcohol Administration Act (hereinafter referred to as “Customer”).

Acceptance of Terms and Conditions

- Customer hereby accepts the following terms and conditions governing the purchase of bulk wine, juice and/or spirits from St. Julian and acknowledges awareness that said terms and conditions shall be applicable to all sales of products by St. Julian to customer whether or not this form is delivered in regard to every particular sale.

Scheduling

- All bulk orders must be scheduled for shipment thru Cindy Jewell (cindyj@stjulian.com or 269-657-5568 x212).
- Pick-ups should be scheduled with Kyle Totzke (bulkwine@stjulian.com or 269-657-5568 x239).
- Shipment or pick up will not be scheduled until receipt of deposit by St. Julian.
- For all orders on which the deposit has been received as described below by St. Julian, shipment or pick up will be scheduled during the second full week of the requested month, unless otherwise specified by St. Julian.
- St. Julian will not fill or ship bulks during the months of September and October due to harvest, unless otherwise arranged and agreed upon with St. Julian.

Deposits

- Any price quoted is valid for 30 days from date of quote, provided a deposit, as described below, is received within 30 days from quote date.
- All pricing is subject to change at any time. Please confirm prices via phone or e-mail before ordering.
- Deposit required will be:
 - Orders taken in the current month and scheduled for shipment the following month – 90%.
 - Orders taken in the current month and scheduled for shipment beyond the following month 50%.
 - With either deposit amount, the customer agrees to pay the remaining balance due prior to loading in shipping container(s).
- Deposit must be received by St. Julian for bulk wine to be committed to customer. Commitments are made based on date of receipt of payment by St. Julian.
- Deposit for shipments to be scheduled the following month must be received by St. Julian on or before the last business day of the month the order is placed.

- Regardless of requested month of shipment, all deposits must be received by the last business day of the month the order is placed or the order will not be committed to the customer.
- Deposits are accepted using the following methods of payment:
 - Check
 - ACH
 - Wire
 - Credit Card (subject to a 3% processing fee)
 - eCheck
- Any payments returned NSF for checks or transaction denied for ACH, Wire, Credit Card or eCheck will incur a \$30

Shipping Containers

- St. Julian's preferred method of shipment for all bulk wine is in new SpaceKraft® containers.
- All SpaceKraft® containers are filled completely full and may have lesser or greater gallons than the specified container size.
- Available container sizes are
 - 110 gallon
 - 220 gallon
 - 330 gallon
 - Pallet sizes
 - 110 and 220 gallon 40" x 48"
 - 330 gallon 48" x 48"
- St. Julian will load customer owned containers. The following conditions apply **without** exception:
 - Container capacity must be 100 gallons minimum. We will not fill drums or barrels.
 - St. Julian will not clean your container. If, in the opinion of our cellar master, your container arrives in an unsanitary condition, you will be given the option to fill it as it arrived (you will be required to sign a product contamination waiver) or we will load your order(s) in SpaceKraft® containers from our inventory and you will be charged for the containers at then current pricing. Any product contamination resulting from an improperly cleaned container is solely the responsibility of the customer. Receipt of unsanitary containers may delay shipment of your order since we must contact you. We will ship your unsanitary containers back to you with your order and will charge you for the return freight.
 - St. Julian does not have the expertise or the equipment to repair leaking containers. If your container is discovered to be leaking after filling has begun, all time required to move product to another container will be charged at the rate of \$82/hour with a 1 hour minimum and in quarter hour increments after the first hour. There will also be an equipment charge of \$25 per container. Any product that must be moved from a leaking container will be moved to a SpaceKraft® container(s) provided by St. Julian and any SpaceKraft® containers will be charged at the rates above. We will not contact you prior to moving the product from a leaking container received from you to a SpaceKraft® container(s) provided by us.
 - Customers whose containers are deemed dirty or unacceptable to be filled will be penalized \$100 per tote/IBC.

Shipping – Bulk Juice

- Bulk juice purchases must be arranged prior to placing an order. Shipping or pickup is to be arranged by customer.
- Pickup or shipping of juice must occur within 48 hours after pressing and must be delivered to customer location within 24 hours.
- Because of the risk of fermentation, bulk juice orders will only be accepted for shipping via customer pickup or tanker with direct delivery route. Bulk Juice orders to be shipped via third party freight will not be accepted.

Shipping – High Proof

- Shipping of high proof must be via customer pickup or via a carrier authorized to transport high proof alcohol.

Storage Fees

- Orders must be shipped or picked up within 30 days of scheduled fill date. Storage fees of 5 cents per gallon per month (charges will be assessed back to fill date) will be due for any order not shipped or picked up within 30 days of scheduled fill date. Storage billed for calendar months in increments of full months. One day storage in a calendar month will incur charges for 1 full calendar month.

Additional Fees

- A “rush fee” of \$100 per tote/IBC will be imposed if the customer places an order during the month that the product is scheduled to ship.
- Orders filled outside of their scheduled time will be imposed with a \$100 per tote/IBC penalty.
- If the customer arrives for pick up without prior scheduling, a \$100 per tote/IBC penalty will be imposed.
- Any customer who cancels their bulk order after it has been filled will be charged a \$100 “restocking fee” plus the cost of the tote/IBC.

Conditions of Sale

- An order acknowledgement is subject to the terms and conditions included on this terms and conditions sheet which is hereby incorporated therein by reference, acceptance of which is evidenced by your placement of the order with St. Julian. All orders are shipped “In Bond” from St. Julian, FOB Paw Paw, MI to customers’ “Bonded” premises. Customer acknowledges and assumes responsibility for all tax liability.

Gauging

- All St. Julian bulk wine, juice and spirits orders are quantified by weight. We have certified scales “in house” that range in capacity from the smallest IBC up to tank trucks. We use an Anton Paar Densitometer and a Bellingham & Stanley bench top refractometer, both calibrated and certified, to determine product weight (pounds per gallon). Gallons may be lesser or greater than the specified container size due to the nature of the container. We do not use, nor will we accept, tank gauges for shipment disputes. Customers are encouraged to verify quantity of orders by weight on a certified scale at time of receipt, prior to unloading of container(s).

Shipping/Pickup Information

- All shipments, whether customer pickup or 3rd party need to be scheduled with St. Julian. Failure to do so may result in additional fees. Customer is responsible for securing and paying for transportation of any order. St. Julian will, upon request, assist customer in securing competitive freight rate quotations and/or scheduling shipment of order.

Product Contamination Waiver

St. Julian has determined that Customer's shipping containers, as they have arrived at St. Julian's facility for loading of bulk product, have not been properly cleaned and are in an unsanitary condition in which to load St. Julian product purchased by the Customer.

In order for St. Julian to load bulk product in Customer's containers, Customer hereby agrees to indemnify and hold harmless St. Julian Wine Company, Inc. from any and all claims of product contamination that may result from the loading and shipment of the product as described below as purchased by customer on the order number listed below.

St. Julian Order Number: _____

Product Description: _____

Customer Company Name

St. Julian Wine Company, Inc.

Signature

Signature

Printed Name

Printed Name

Date

Date