

Bulk Wine Terms and Conditions

This document outlines the terms and conditions for the sale of bulk wine and juice by M&M Wine Cellar, LLC. Dba L'uva Bella Winery and LBJ Acquisition, LLC. Dba L'uva Bella Juice Company at 6597 Center Rd. Lowellville, OH 44436. (hereinafter referred to as "L'uva Bella") 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 and juice from L'uva Bella and acknowledges awareness that said terms and conditions shall be applicable to all sales of products by L'uva Bella to customer whether or not this form is delivered in regard to every particular sale.

Scheduling

- All bulk orders must be scheduled for shipment through Kenna Silvestri (kennaf@luvabella.com or 330-536-6450).
- Shipment or pick up will not be scheduled until receipt of deposit by L'uva Bella.
- For all orders on which the deposit has been received as described below by L'uva Bella, shipment or pick up will be scheduled during the second full week of the requested month, unless otherwise specified by L'uva Bella.

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 L'uva Bella for bulk wine to be committed to customer.
- Commitments are made based on date of receipt of payment by L'uva Bella.
- Deposit for shipments to be scheduled the following month must be received by L'uva Bella 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 3% processing fee)

Shipping Containers

- L'uva Bella's preferred method of shipment for all bulk wine is in L'uva Bella certified containers.
- All L'uva Bella certified containers are filled completely full and may have lesser or greater gallons than the specified container size.
 - Available container sizes are
 - 55 Gallon drum
 - 265 gallon tote
- L'uva Bella 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.
 - L'uva Bella will not clean your container.

If, in the opinion of our winemaking team:

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 L'uva Bella certified 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.

L'uva Bella 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 \$80/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 L'uva Bella certified container(s) provided by L'uva Bella and any L'uva Bella certified 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 L'uva Bella certified 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.
- 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.

Storage Fees

Orders must be shipped or picked up within 30 days of scheduled fill date. Storage fees of \$15 per pallet spot 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

- 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 L'uva Bella. All orders are shipped "In Bond" from L'uva Bella, FOB Lowellville, OH to customers' "Bonded" premises. Customer acknowledges and assumes responsibility for all tax liability.

Acknowledgment of Good Standing

L'uva Bella has determined that based upon our lab analysis and final Certificate of Analysis (CofA), L'uva Bella has deemed this product of meeting or exceeding our quality standards. Customer hereby agrees to indemnify and hold harmless L'uva Bella from any and all claims of product contamination that may result from further processing and/or bottling of product at customers facility.

Gauging

All L'uva Bella bulk wine and juice orders are quantified by weight. 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 L'uva Bella. Failure to do so may result in additional fees. Customer is responsible for securing and paying for transportation of any order. L'uva Bella will, upon request, assist customer in securing competitive freight rate quotations and/or scheduling shipment of order.

Product Contamination Waiver

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

In order for L'uva Bella to load bulk product in Customer's containers, Customer hereby agrees to indemnify and hold harmless L'uva Bella. 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.

L'uva Bella Order Number:

Product Description:

Customer Company Name

Signature: _____

Printed Name: _____

Date: _____

M&M Wine Cellar, LLC & LBJ Acquisition, LLC Db a L'uva Bella Winery:

_____ Signature _____ Printed Name

LTL Product Liability Waiver

L'uva Bella has determined that shipping product LTL, on a truck with the possibility of multiple stops or with different products, runs the risk for contamination with other objects or products, as well as increased time constraints in un-monitored conditions.

In order for L'uva Bella to load and ship product LTL, Customer hereby agrees to indemnify and hold harmless L'uva Bella from any and all claims of product contamination, fermentation, or damage, that may result from the loading and shipment of the product as described above as purchased by customer on the order number listed below.

L'uva Bella Order Number:

Product Description:

Customer Company Name

Signature: _____

Printed Name: _____

Date: _____

M&M Wine Cellar, LLC & LBJ Acquisition, LLC DbA L'uva Bella Winery:

_____ Signature _____ Printed Name