

GENERAL TERMS AND CONDITIONS OF SALE of Groupe LFE B.V.

Article 1: Definitions

In these present terms and conditions the following words shall be taken to have the following meanings:

- a. Vendor: Groupe LFE B.V. and all organisations affiliated to Groupe LFE B.V.;
- b. Purchaser: any person or legal entity who enters or wishes to enter into an agreement with the Vendor with regard to wine, distilled drinks or associated articles, agreed products and/or additional activities, including his/hers/its agent(s), authorised representative(s), assign(s) and heir(s);

- c. Contract goods: the wine, spirits, packaging and/or related products and/or agreed products sold by the Vendor to the Purchaser, respectively made available or in any event delivered to it, whether free of charge or otherwise;
- d. Pre-sales: sales of wines which have not yet been introduced on to the market at the time when the Agreement (see article 2 under a.) is entered into;
- e. Consumer: a natural person who is not acting in the exercise of his duties or business;
- f. working days: all days of the week with the exception of Saturdays, Sundays and legal holidays.

Article 2: Applicability of these Terms and Conditions

- a. Unless otherwise agreed in writing, these General Terms and Conditions of Sale shall apply to any offer and each Agreement (of sale and purchase) (hereinafter: "the Agreement") between the Vendor and the Purchaser. These general terms also apply if the Contract goods to be supplied on the basis of the Agreement are supplied directly by the Vendor to the Purchaser, or by or (partly) with the intermediary of third parties.
- b. In the event of resale or distribution of the Contract goods, the Purchaser is obliged to stipulate in favour of the Vendor, by way of perpetual clause, that the clients of the Purchaser shall have, to the extent applicable, the same rights and obligations in respect of the Vendor as the purchaser has in respect of the vendor in articles 9, 12 and 13.
- c. These General Terms and Conditions of Sale shall be applicable by simple reference in quotations, order confirmations, Internet sites and in the Agreement. These General Terms and Conditions shall also be applicable if the Vendor shall have referred to these General Terms and Conditions of Sale on a previous occasion in a written document intended for the Purchaser. These present Terms and Conditions shall also be applicable if they are applied to a previous Agreement between the Vendor and the Purchaser, unless the Vendor shall have explicitly renounced their applicability.
- d. Any different conditions including the general (purchase) conditions of the Purchaser, if any, are explicitly not applicable unless the Vendor has explicitly accepted those conditions in writing. Even if the Purchaser's conditions have reached the Vendor after the Purchaser has received these from the Vendor, the general (purchase) conditions of the Purchaser will not be applicable.

Applicability is expressly refused.

- e. Groupe LFE B.V. is an IFS Logistics & Broker certified company and –in that capacity- will do business mainly with GFSI certified suppliers. Suppliers without GFSI certification will be assessed on the basis of IFS standards.
- f. Groupe LFE B.V. has implemented an internal Code of Conduct that applies to all our employees. This Code can be found on our website ([www.LFE.nl/over LFE](http://www.LFE.nl/over%20LFE)). This Code contains rules of conduct related to matters such as legislation and regulations, conflicts of interest, dubious payments or attempts to do so, the corruption of persons and the offering or receipt of gifts or benefits. We request that all our partners apply at least an equal set of rules.

Article 3: Quotations, offers, official lists

- a. Quotations, offers and official lists of the Vendor are without any obligation, unless explicitly otherwise indicated in the document itself.
- b. In the event that no time period shall have been stated, said offer shall lapse one month after the date of this offer.

Article 4: The conclusion of an Agreement

- a. The Agreement shall be concluded by acceptance by the Purchaser of an offer on the part of the Vendor. If any acceptance by the Purchaser deviates from the Vendor's offer, this will be considered as a new offer by the Purchaser and as a rejection of the entire offer of the Vendor.
- b. If the Purchaser submits an offer and/or places an order, this will only be considered as an acceptance on the part of the Vendor if the Vendor has accepted this offer and/or this order.
- c. Additional arrangements, amendments and/or undertakings made after the Agreement by the Vendor's personnel, agents, salesmen or other intermediaries are not binding on the Vendor unless they have been confirmed in writing by the Vendor to the Purchaser.

- d. Minor or usual deviations in the performance which the Vendor undertakes pursuant to the Agreement are allowed and without consequence. The Purchaser must be consulted with regard to major deviations.
- e. The conditions of these General Terms and Conditions of Sale are also applicable to Pre-sales.

Article 5: Prices and discounts

- a. The prices and discounts used by the Vendor are the prices and discounts as they are stated in the official lists that apply on the day on which the Agreement is concluded, respectively as otherwise agreed on that day, unless explicit agreed otherwise in writing. The official list will also state the minimum order quantities. The prices applied by the Vendor are - unless otherwise agreed - in Euros and carriage-paid including excise duties ('Delivered Duty Paid') and including taxes, import duties, other government levies and packaging costs excluding turnover tax (but including turnover tax on sales to Consumers) provided the minimum order quantity as referred to under article 6a. has been agreed between the Purchaser and the Vendor.
- c. If less than the minimum order quantity meant in article 5a. has been agreed between the parties, the prices applied by the Vendor are in Euros and ex works unless otherwise agreed.
- d. The Vendor shall be authorised to increase the agreed prices on the grounds of increases in or surcharges to the
 1. import duties,
 2. excise duties,
 3. tax on packaging materials and environmental tax,
 4. other taxes,
 5. levies by public corporate bodies,
 6. other levies,
 7. carriage rates,
 8. costs of transport and insurance premiums of the Contract goods and raw materials which are needed for the production and transport of the Contract goods.

This shall also apply in the event of any amendments to legislation or regulations. The Vendor must inform the Purchaser as soon as possible of the price increase.

- e. If the price increase as meant in article 5d. leads to an increase of at least 10% and the price increase does not ensue from the law or as a result of levies and/or taxes, the Purchaser will be entitled to dissolve the Agreement provided this is done in writing within 8 days after the notification of the price increase.
- f. If circumstances arise which are attributable to the Purchaser as a result of which the Vendor incurs costs, the Purchaser will be obliged to pay these costs to the Vendor.

Article 6: Payment

- a. Except for cash payment or stipulated C.O.D., payment of the invoice amount of the Contract goods must take place into the Vendor's specified bank account within the period agreed in writing between the parties and in the absence of a period agreed between the parties, within 21 working days after the invoice date.
- b. If the Purchaser should not comply with its payment obligation(s), then-without prejudice to the provisions of article 18 and without prejudice to its entitlement to compensation on the basis of the law-the, Vendor shall be entitled to reimbursement of interest and administrative costs by Purchaser.
Aforementioned reimbursement of interest shall be equal to the legal commerce interest rate increased by 4 %. This reimbursement shall be calculated on the amount that has remained outstanding after expiry of the term of payment as referred to in article 6a. and for the period by which the term of payment referred to in article 6a. shall have been exceeded. The reimbursement of administrative costs amounts to 2 % of the gross invoiced value.
- c. The amount owed by the Purchaser shall become immediately due and payable without any notice of default being required if one or more of the following cases should occur:
 - 1. the liquidation of the Purchaser or a petition filed by the Purchaser for this purpose;
 - 2. a petition filed by the Purchaser for suspension of payments;
 - 3. the Purchaser being placed under tutelage;
 - 4. the decease of the Purchaser;
 - 5. attachment against the Purchaser;
 - 6. winding up or alienation of the Purchaser's enterprises, or a decision thereto;

7. the Purchaser not complying with one of the obligations arising for it from the Agreement, or not complying with one of these obligations properly or in a timely manner.
- d. The Vendor may choose to apply payments made by the Purchaser first for the settlement of payment obligations vis-à-vis the Vendor or vis-à-vis an enterprise affiliated with the Vendor of an earlier date that have not yet been settled.
- e. Any counterclaims on the part of the Purchaser against the Vendor or any enterprise affiliated with the Purchaser, on any basis whatsoever, may not be offset against claims of the Vendor.
- f. In the event that a certain item on the invoice should be undue, the Purchaser must pay that portion of the invoiced amount which is due and owing, with due observance of the other provisions of this present article.
- g. If orders are carried out in more than one delivery, the Vendor may invoice for each separate delivery.
- h. If the Purchaser should not adhere to any provision, then all receivables of the Vendor against the Purchaser which have arisen on any grounds whatsoever shall immediately become due and payable without any notice of default being required.

Article 7: Delivery

- a. If it has been explicitly agreed in writing that the Contract goods will be delivered carriage-paid, the following provisions will be applicable:
 - 1: The choice of the means of transport with which the Contract goods shall be delivered to the delivery address shall be up to the Vendor.
 - 2: The risk of the Contract goods shall pass to the Purchaser at the moment that they have been delivered, carriage paid, to the Purchaser and unloaded from the vehicle referred to in section b.1.
 - 3: The carriage-paid delivery of the Contract goods to the Purchaser shall take place to the delivery address indicated by the Purchaser or to a point as close to said address as the means of transport referred to in section b.1 can come, this at the exclusive discretion of the driver. In the latter case, should the

Purchaser refuse to take delivery of the Contract goods at that point, then any costs which should arise there from on any basis whatsoever shall be for its account, and the risk shall nevertheless pass to it at that moment.

4 : Carriage-paid delivery shall go no further than placement on the unloading platform or immediately over the threshold of the agreed delivery address.

5: In the event of carriage-paid delivery of the Contract goods, the Purchaser shall offer assistance for its own account in unloading the cargo (for example, by making available mechanical aids such as forklift trucks with drivers). The Purchaser is obliged to give his full assistance to the delivery and to bring about the prompt unloading of the Contract goods from the means of transport thereby avoiding any waiting periods.

- b. If it has been agreed that the Contract goods are to be delivered ex works, only paragraph a. under 1 and 2, and paragraphs c., d. and e. of this article 7 will be applicable.
- c. Delivery shall take place at working times that are normal for the Vendor.
- d. Agreed delivery times are target times. In the event that the agreed delivery time should be exceeded, the Purchaser shall be entitled to request delivery from the Vendor, and the Vendor shall be obliged to make delivery within a reasonable period from the date of the request.
- e. The Vendor may deliver the Contract goods in different shipments or consignments.

Article 8: Complaints/claims

- g. The Purchaser is obliged to examine the Contract goods as soon as they have been received and to ascertain whether the Contract goods have been delivered or the activities have been performed in accordance with the Agreement.
- h. The Purchaser must notify the Vendor immediately in writing of any complaints with regard to observable, outward defects but in any event within two days after the delivery. In doing so the Purchaser must accurately state the nature and grounds of the complaint and the respective invoice.
- i. In deviation from a., in the event of carriage-free delivery, any visible damage to or any visible loss of the Contract goods which arose during the transport to the agreed delivery address in the presence of the driver of the vehicle as referred to in 7b shall be established by or on behalf of the Purchaser in writing on the

transport document. The Purchaser must immediately send a copy thereof to the Vendor.

- j. The Purchaser must notify the Vendor in writing of any complaints with regard to any other defects in the Contract goods within ten days after he has ascertained the defects or could have reasonably ascertained them but in any event not later than within three months after the delivery of the Contract goods.
- e. Minor deviations or deviations common in the sector and differences in taste, quality, number or size as well as differences in the performance of the activities, cannot form grounds for complaints.
- f. In the event that after the Purchaser has notified the Vendor of the defects, the Vendor and the Purchaser do not reach agreement with regard to the defects referred to in article 5, the professional opinion of the Vendor will be binding on both parties.
- g. The Purchaser must give the Vendor the opportunity - to the extent that this can in reasonableness be required of it, but in any case no less than twenty working days after the complaint-to ascertain or to cause to be ascertained any losses, differences in size or damage on the basis of the Contract goods in their original condition and in their original packaging. If the Purchaser, in the meantime, should have treated or processed the Contract goods entirely or in part, or should have resold them, then any right to file a complaint and to receive compensation for damage shall lapse.
- h. Complaints shall not give the Purchaser the right to suspend its payment obligation(s).
- i. Complaints with regard to certain Contract goods or with regard to certain activities do not affect the obligations of the Purchaser with regard to other Contract goods or parts of the Agreement.
- j. Should the Vendor find a complaint to be well-founded, then at its discretion the Vendor shall either pay compensation up to a maximum amount of the value of the invoice for the Contract goods in question, or it shall replace the Contract goods in question free of charge. The Vendor shall not be obliged to pay further compensation or to reimburse indirect damage (whether this was sustained by the customers of the Purchaser or otherwise).
- k. In relation to complaints, each delivery of part of an order shall be deemed to be a separate delivery.
- l. The return of delivered goods may only take place carriage paid for risk of the Purchaser after the Vendor shall have given its written permission to return them.

If the Vendor should credit the Purchaser in connection with this, fifteen per cent shall be deducted from the net amount of the invoice. Said return shipment must take place within five working days after obtaining permission, carriage paid, to the address of the Vendor. The Purchaser must ensure that the goods are carefully packaged and shipped.

- m. Complaints about invoices must have been submitted in writing within eight days after having received the invoice, after which any right to complain will have lapsed.

Article 9: Retention of title

- a. All Contract goods shall remain the property of the Vendor after delivery, until the Purchaser shall have complied with all its obligations in respect of the Vendor in the matter of the purchase consideration for all deliveries (now or in the future) made by the Vendor to the Purchaser or in the matter of other activities performed by the Vendor for the Purchaser on the basis of any Agreement between the Purchaser and the Vendor, or the payment of compensation on account of non-compliance with the aforementioned Agreements, including interest, charges and a penalty.
- b. The Purchaser may not, for as long as it has not complied with all its obligations as set out in a, either transfer the ownership of the Contract goods to third parties otherwise than in the context of the normal course of its business operations, or pledge the Contract goods to third parties as additional security, or grant to any third party any other rights to the Contract goods.
- c. The Purchaser is obliged to retain and/or keep accounts of Contract goods supplied under retention of title as the recognisable property of the Vendor.
- d. The Purchaser must inform the Vendor immediately by telephone of any claims by or attempts on the part of third parties to get Contract goods subject to the Vendor's retention of title under their control or to attach or seize them, and must confirm this in writing immediately to the Vendor by telex, fax or telegram.
- e. The Purchaser gives the Vendor permission to enter the premises where the Contract goods are located at all times (therefore also outside of the normal working hours of the Purchaser) in order to take the Contract goods into its possession and to remove them, having invoked its retention of title.

- f. At any time the Vendor should so desire, the Purchaser must furnish additional collateral for the correct compliance with its obligations in respect of the Vendor.
- g. The Purchaser must properly insure against ordinary operating risks the Contract goods which are subject to the retention of title

Article 10: Pallets

- a. The Purchaser must return pallets used in the delivery of the Contract goods to the Vendor carriage-free and at its own risk within twenty working days.
- b. The ownership of these pallets shall continue to rest with the Vendor.
- c. In the event of any pallets being lost, damaged or not being returned within due time the Purchaser must reimburse the Vendor for any loss it suffered. The Vendor will draw up a list of all pallets which are lost, damaged or have not been returned within due time at the end of each quarter. If a pallet is damaged to such an extent that the pallet is no longer fully useful, the pallet will be rejected by Vendor. The Purchaser will receive an invoice for rejected pallets at replacement value of the pallets. This invoice must be paid within 21 days after the date of the invoice.

Article 11: Force majeure/unforeseen events and other circumstances

- a. The Vendor may postpone the delivery of the Contract goods without payment of compensation in the event of force majeure or if events or circumstances that could not reasonably have been foreseen should make it impossible for it to execute orders on time without additional provisions or measures. In such a case the Vendor may also dissolve the Agreement in full or in part without judicial intervention and without obligation to compensate any losses arising from this. In the event of a temporary suspension or postponement, the Vendor shall also be authorised to dissolve the agreement in full or in part, if it is unable to make a delivery as a result of force majeure or unforeseen events or circumstances.
- b. Among other things, the following shall be deemed to be force majeure or events and circumstances as referred to in section a:
 - 1. a state of war or a state of siege in both a formal and a material sense,
 - 2. civil war,
 - 3. riots,

4. mobilisation,
 5. actions by employees of any nature whatsoever,
 6. (road) blocks,
 7. lockout of employees,
 8. sudden operating breakdowns,
 9. sudden excessive unfitness for work on the part of personnel,
 10. not timely, or defective or faulty, delivery of raw and auxiliary materials, finished products or packaging materials,
 11. government regulations,
 12. refusal of or non-issue of an import licence or other necessary permission by the authorities,
 13. impeding imports or exports by government authorities or by third parties,
 14. fire,
 15. extreme weather conditions (such as frost, extreme rainfall, storm),
 16. flooding.
- c. Should the force majeure event last so long that the Purchaser can no longer reasonably demand the performance from the Vendor, either party may dissolve the Agreement by a mere written statement and without any judicial intervention without the Purchaser having any claim for compensation for any loss arising from this.

Article 12: Liability of the Vendor

- a. The Vendor will never be liable for direct and indirect damage subject to the provisions set out in article 8i., unless or there is damage as a result of intention or gross negligence on the part of the Vendor.
- b. In the event that contrary to article 12 a. the Vendor is liable for any liability, this liability will always be limited to direct damage to property or persons and will never cover indirect damage, including consequential damage, and the Vendor is therefore not obliged to reimburse any trading loss, loss of profits, damage as a result of personal accidents, damage arising out of claims of third parties vis-à-vis the Purchaser or any other damage whatsoever. Moreover, the liability of the Vendor is limited to the price for which the Purchaser has purchased the Contract

- goods having caused that damage or to the amount that has been paid by the Purchaser for the order. The purchase indemnifies the Vendor in the matter of all claims of third parties relating to goods supplied by the Vendor to the Purchaser.
- c. If there should be damage as a result of a defect in the product as referred to in articles 6:185 and thereafter of the Civil Code of the Netherlands, the Vendor shall furnish to the Purchaser the necessary details of the producer of the product. The Purchaser is obliged to institute its claim against the producer unless the Vendor must be deemed to be the producer on the basis of article 6:187 of the Civil Code of the Netherlands.

Article 13: Manner of trading

- a. The Purchaser shall trade the Contract goods exclusively in the original packaging as they come from the Vendor, in unchanged condition and intact. However, the Purchaser may trade individually any Contract goods which have been delivered in bulk packaging, provided the individual products are traded in the original packaging as they come from the Vendor, in unchanged condition and intact.
- b. For each violation of the obligations named in this present article, the Purchaser shall forfeit to the Vendor an immediately due and payable astreinte which does not qualify for compensation or discount in the amount of 5000 Euros. The Vendor shall not need to send the Purchaser any notice of default in connection with this penalty. In addition to this penalty, the Vendor shall be entitled to compensation, and it may dissolve the Agreement with the Purchaser with immediate effect.

Article 14: Publicity and promotional material

The publicity and promotional material which the Vendor should make available to the Purchaser, whether it is free of charge or otherwise, in support of the sale of the Contract goods or of future Contract goods, shall remain property of the Vendor at all times. At the first request of the Vendor, the Purchaser shall return said material carriage-free and for the risk of the Purchaser to the Vendor's office address in unchanged condition and intact.

Article 15: Online sales

The legal regulations for distance selling are applicable to sales to Consumers through the internet.

Article 16: Secrecy

- a. Unless any (inter)national legislation or regulation obliges the disclosure of any information, the Purchaser shall not disclose any information regarding the Vendor or relating to the Agreement, for instance but not limited to the specifically agreed conditions and discounts agreed on between the Vendor and the Purchaser, all data origination from the Vendor, designated as confidential or to be considered as such, including knowhow, data and specifications related to the Contract goods, the content of the Agreement, and/or the operational management of the Vendor received from the Vendor or of which it has become aware in any other way, or shall not render this information accessible to any third party(ies) in any other way even after the Agreement has terminated for any reason whatsoever unless with the explicit and written consent of the Vendor. In the event that any (inter)national legislation or regulation obliges the Purchaser to disclose information with regard to the Vendor or the Agreement, the Purchaser must notify the Vendor of this forthwith.
- b. The Purchaser will impose his obligations under this article on his personnel, agents and/or third parties engaged by him.
- c. Without the prior written consent of the Vendor or the Purchaser respectively the Purchaser or the Vendor respectively is not allowed the use the name of the other party in commercial statements.

Article 17: Non-competition clause

The Purchaser shall fully refrain from giving price quotations and/or offers either directly or via the intervention of third parties, to the Vendor's customers known to it with regard to the delivery of Contract goods during the Agreement and up to one year after termination of the Agreement, in any case to the maximum period allowed by law.

Article 18: Contract takeover

- a. Without the prior explicit written consent of the Vendor the Purchaser is not allowed to assign (any obligation under) the Agreement in whole or in part to any third party. The Vendor is entitled to attach conditions to this consent. The Purchaser undertakes in any event to impose in that case all the obligations relevant in this respect under the Agreement and these General Terms and Conditions of Sale on any third party. Apart from this third party, the Purchaser will at all times remain liable for the obligations under the Agreement and the General Terms and Conditions of Sale unless the parties explicitly agree otherwise.
- b. In the event of a contract takeover the Purchaser will indemnify the Vendor against any claims by third parties which might arise as a result of any non-performance or inaccurate performance of any obligation by the Purchaser of third parties under the Agreement and/or these General Terms and Conditions of Sale.

Article 19: Waiver of rights

If the Vendor does not immediately enforce any right or power this will not affect or restrict the rights and powers of the Vendor under the Agreement or these General Terms and Conditions of Sale. A waiver of rights to any stipulation or condition will exclusively be effective if the waiver is in writing.

Article 20: Subsequent effect

Provisions in these General Terms and Conditions of Sale which are explicitly or tacitly intended also to remain effective after termination of the Agreement, including but not limited to the obligation of secrecy meant in article 16 and the non-competition clause described in article 17 will continue to be effective even after termination of the Agreement and continue to be binding on both parties.

Article 21: Written requirement

Amendments to, additions to and/or cancellations of the Agreement or these General Terms and Conditions of Sale, including this provision, will only be legally effective if the parties have agreed this in writing.

Article 22: Nullity and voidness, annulability

If of one or more of the provisions of the Agreement(s) between the Vendor and the Purchaser or of these General Terms and Conditions of Sale should prove to be null and void, subject to annulment or unreasonably onerous, this shall not lead to the Agreement(s) between the Vendor and the Purchaser, or these General Terms and Conditions of Sale, being null and void, subject to annulment or unreasonably onerous in their entirety.

In the event that a provision included in these General Terms and Conditions of Sale appears to be invalid or unenforceable, the remaining provisions will be interpreted as if this invalid or unenforceable provision does not form part of these Terms and Conditions; such an invalid or unenforceable provision will then be replaced by a provision approaching as closely as possible to the parties' intention when the original provision was included.

Article 23: Translations

Translations of these General Terms and Conditions of Sale supplied to the Purchaser or filed as an appendix to these Terms and Conditions have been meticulously drawn up but in the event of any contradiction the Dutch text will be exclusively binding on the parties.

Article 24: Applicable law and disputes

- a. Exclusively Dutch law shall apply to these General Terms and Conditions of Sale and to the Agreement(s) in which reference is made to them. The applicability of the CISG (the so-called Vienna Sales Convention) is expressly excluded. The terms and abbreviations common in international trade such as f.o.b. appearing in

- these Terms and Conditions and/or different conditions are governed by the Incoterms 2010 (English text) issued by the International Chamber of Commerce.
- b. Any disputes in relation to these General Terms and Conditions of Sale and the Agreement(s) in which reference is made to these present Terms and Conditions shall in first instance be submitted to the competent court in the actual place of business of the Vendor, to the exclusion of each and every other court, unless the Purchaser is a Consumer and, within 1 month after the Vendor invoked this clause in writing against the Purchaser, the latter opts for the court with jurisdiction according to the law to hear this case.
 - c. Without prejudice to the provisions of section the Purchaser and the Vendor may agree that a dispute in relation to these General Terms and Conditions of Sale and further Agreements and terms and conditions that might arise there from, between them or between the Vendor and the legal successors to the Purchaser by universal or singular title, shall be decided by arbitration under the rules and regulations of the Netherlands Arbitration Institute in highest instance and to the exclusion of the ordinary court.

Article 25: Judicial and other costs

All judicial and extrajudicial costs which the Vendor, in reasonableness, must incur as a result of the obligations under these General Terms and Conditions of Sale and under the Agreement(s) referring to these Terms and Conditions not being fulfilled, not fulfilled in a timely manner or not properly being fulfilled, are fully at the expense of the Purchaser.

The extrajudicial costs are determined at least at 15% of the principal sum and interest notwithstanding the Vendor's right to claim the actual extrajudicial costs in excess of this amount.

(These General Terms and Conditions of Sale have been lodged with the Chamber of Commerce in Utrecht (the Netherlands), under number 30072113)