



TERMS AND CONDITIONS OF THE PURCHASE ORDER PRIVATE ORDERS

CONDITIONS

THE PARTIES HERETO AGREE AS FOLLOWS:

1. PURPOSE

Subject to the terms and conditions set out herein, the Société des alcools du Québec (SAQ) agrees to purchase the goods described in this purchase order and to pay the entire amount agreed upon, to the supplier.

2. ACCEPTANCE OF CONDITIONS

By accepting the order or part thereof, the supplier undertakes to comply with all the terms and conditions thereof.

The supplier further undertakes to comply with all the terms and conditions of the Purchasing and Merchandising Policy, which form an integral part of this purchase order. The supplier expressly acknowledges having taken cognizance of such terms and conditions.

The SAQ will not be bound by any condition proposed by the supplier in accepting or receiving this order unless it consents there to.

3. TERMS OF SALE

The purchase order is governed by *Incoterms 2000*. Where the purchase order is addressed to a Canadian supplier, the conditions pertaining to the exportation and importation of goods and to the payment or non-payment of the export or import duties, taxes or charges do not apply.

When the purchase order is issued to a Canadian supplier and the ordered product is a local or imported beer, the supplier delivers the products on a federal duties and unit price on the purchase order included these duties.

For imported products, the costs of completing export customs formalities are payable by the supplier.

4. LABELLING STANDARDS

Subject to compliance with the applicable laws and regulations in Canada and Québec, as well as the SAQ's labelling standards, the products shall comply with the labelling standards of the claimed country of origin, in particular, the product classification and identification standards.

Any product indication, appellation or brand that appears on a label shall be accurate and shall not lead to any confusion or misconception. Any labelling change shall be submitted directly to the SAQ for approval, prior to its use.

The label includes the entire product presentation, in particular, the front label, the back label and the neck label.

5. GENERAL PRODUCT QUALITY STANDARDS

Subject to compliance with the applicable laws and regulations in Canada and Québec, the products shall comply with the alcoholic-beverage composition and elaboration standards of the claimed country of origin.

The supplier shall be liable to the SAQ for all apparent and hidden defects in the products it sells to the SAQ. Without restricting the generality of the foregoing, the supplier shall be liable for any damage caused by products containing harmful agents, toxins or contaminants or products that are not authorized by the legislation and regulations applicable to such products or that depart from the SAQ's standards.

However, the supplier shall not be held liable for potential changes in the quality of its products when such changes are indisputably associated with a cause that is foreign to the product, that is beyond the supplier's control and that occurred after shipment in compliance.

6. WINE-QUALITY STANDARDS

Wines shall comply at all times with the SAQ's wine-quality standards with regard to composition, classification and identification.

7. REFUSAL OF GOODS

The SAQ reserves the right to refuse any product delivery performed by a carrier other than the carrier it designates, any unordered product, any defective product, any product that is not consistent with the product sample submitted to and accepted by the SAQ or that is not consistent with the products previously supplied, or, in the case of products purchased without a sample and without an analysis report, any product that does not comply with the standards applied by the SAQ, any product that does not have chemical or organoleptic characteristics that are compatible with their origins, or any delivery of products whose labels it has not approved.

In the event of refusal of products, the SAQ shall keep them, at the supplier's expense, until the supplier has given its instructions regarding their return or disposal.

Should the supplier fail to give adequate instructions within thirty (30) days following the refusal notice, the SAQ may dispose of the products when that is possible or cause them to be destroyed at the supplier's expense, in which case the SAQ shall be entitled to compensate all the losses it has sustained and the expenses it has incurred out of the moneys or payments, present or future, payable to the supplier.

No product that is refused by the SAQ may be replaced by the supplier without the issuance of a new purchase order by the SAQ.

8. INTELLECTUAL PROPERTY

The supplier warrants that it holds the rights and/or all the authorizations required to use the names of persons, trademarks and any other information appearing on the label and discharges the SAQ of any responsibility in such regard. In addition, the supplier undertakes to indemnify the SAQ for any claim or damage that may result from an infringement or breach of any intellectual property right, including any copyright, trademark, patent, industrial design, know-how, confidential information, and trade secret.

9. PAYMENT

The SAQ shall make its payments within thirty (30) days following the receipt of the goods at its warehouses, subject to the supplier's compliance with the other conditions of this purchase order and acceptance of the goods.

However, a payment will be deemed to be late only if the payment period is more than sixty (60) days from the date set out in the preceding paragraph to calculate the period of thirty (30) days. In such case, the SAQ will, upon the supplier's specific request, pay interest at the base rate on the amount of such payment commencing on the first late day.

A supplier that claims interest shall transmit its claim, together with all required vouchers, within sixty (60) days of receipt of the payment deemed to be late, on pain of forfeiture of its right.

When the SAQ refuses products, it shall deduct an amount corresponding to the price of the refused products as well as all other charges from the amount owing to the supplier.

10. EXACT DELIVERY

This purchase order is issued for an exact quantity of products, and no additional quantity shall be invoiced to the SAQ without its authorization prior to shipment from the supplier's warehouse.

In the event that the SAQ agrees to pay for additional quantities of products prior to shipment from the supplier's warehouse, no cost, except for the price of the products, shall be invoiced to the SAQ.

In the event of delivery of a lower quantity than that ordered, the SAQ shall invoice the supplier for an amount corresponding to the dead weight resulting from a cost per case exceeding that of the initial order.

11. SHIPPING INSTRUCTIONS

The supplier undertakes to deliver the goods in accordance with the SAQ's shipping instructions. The supplier expressly acknowledges having taken cognizance of such instructions.

12. APPLICABLE LAW

This purchase order and its interpretation, enforcement, application, validity, and effects are subject to the applicable laws in force in the province of Québec and in Canada, which laws shall govern in whole or in part all of the provisions hereof.

The parties agree, as regards any claim or legal proceeding for any reason whatsoever in respect of the purchase order, to choose the judicial district of Montréal, province of Québec, Canada, as the appropriate place to hear the said claims of legal proceedings, to the exclusion of any other judicial district that may have jurisdiction over such dispute in accordance with the provisions of the law.

13. MODIFICATION

The SAQ may modify the order prior to the scheduled shipment date. Such modification shall be free of charge if it is effected within sixty (60) days prior to the scheduled shipment date.

14. CANCELLATION

The SAQ may cancel this order at any time, in whole or in part, at the expense and risks of the supplier in the event of the supplier's non-compliance with the conditions of this purchase order, including the specified delivery times. In addition, the SAQ may, without any reason, cancel the order upon notice given sixty (60) days prior to the scheduled shipment date.

15. ASSIGNMENT

This order shall not be assigned, except with the written authorization of the SAQ.

16. OFFICIAL LANGUAGE

Notwithstanding the fact that the supplier may read this purchase order or any other reference document in a language other than French, the SAQ and the supplier expressly acknowledge that this purchase order is entered into in French and that only the French version hereof or of any other reference document shall constitute the agreement that is binding on the parties.