TERMS AND CONDITIONS OF SALE OF WINE AND LIQUOR TO RETAILERS

Checks returned by financial institutions will be subject to a $30.00 service charge.

1. The price to be charged for each item during the month noted above is filed with the New York State Liquor Authority ("SLA"). No other price can or will be charged. If there is any difference between the price filed with the SLA and the price set forth herein, the price filed with the SLA shall be in the price charged for the item.

2. A $20.00 delivery charge will be applied to all sales orders less than $500. For all sales orders equal to or over $500, a $5.00 delivery fee will be assessed. Additionally, a $5.00 fuel surcharge will be applied to these invoices. Empire Merchants North delivery charge applies to all counties with exception of Bronx, Kings (Brooklyn), Nassau, New York (Manhattan), Queens, Richmond (Staten Island), Suffolk and Westchester as Empire Merchants North does not deliver to these counties. For any delivery outside the area described above the actual charges of an independent carrier will be added. If the goods are delivered to that Carrier at a place other than our warehouse, the delivery charges described above will be added to the charges assessed by the carrier. The minimum order which will be accepted must be at least $50 and comprise of one full case. All kegs will be charged a deposit fee of $30.00 at time of order. This fee will be refunded upon return of the keg.

3. All sales are final. No claims for shortage, breakage, or errors will be considered unless reported at time of delivery.

4. Closeout items are not returnable.

5. Quantity discounts apply to purchases on one invoice for one delivery to one location. Quantity discounts apply to purchases equaling the case or bottle level stated on all purchases up to the next quantity discount level. All case and bottle purchases made at the largest level or above will receive the quantity discount for that level. Bottle orders will not qualify for full case quantity discounts even if they assort and add to the equivalent of a full case.

6. Empire Merchants North makes no express or implied warranties or representations to any person or party and buyer agrees that no such warranties or representations have been made or relied upon. Buyer agrees that no oral or written warranties or representations have been made by Empire Merchants North with respect to the goods being sold and delivered.

7. SPLIT CASE CHARGE: The filed split case charge is added to the bottle price of all items purchased in less than full case lots. All bottle price discounts are listed before the addition of the split case charge.

All orders of less than one full case are subject to a split case charge of $40.80 per case. The split case charge is calculated by dividing the posted split case charge by the number of bottles contained in one full case of the item ordered.

For example, if the split case charge is $40.80 and you ordered 5 bottles (of an item containing 12 bottles per case), each bottle would incur an additional charge of $3.40. The total split case fee would be $17.00.

8. Payment must be received by Empire Merchants North for each delivery no later than the date specified by the Alcoholic Beverage Control law or any rule or regulation adopted by the SLA, unless a shorter period of receipt of payment is required by Empire Merchants North.

9. Acceptance of delivery of all merchandise is conditioned upon a 1% per month charge on past due balances at the end of each month after the delinquency occurs.

10. In the event of any inconsistency between these terms and those required by the Alcoholic Beverage Control Law or any rule or regulation adopted by the SLA, the latter will prevail.

11. “BARREL SELECT ITEMS” are available only as a barrel purchase. A retail licensee must purchase the entire barrel. The purchase price will be the price per case multiplied by the number of cases in the barrel. Purchaser must accept the entire barrel in a single delivery.

12. F/C = Full Case Pricing Applies.