



VINEYARD TO VINTAGE TERMS AND CONDITIONS

1) GRAPE SALES.

- a) **Buyer.** Person placing order to purchase grapes from Vineyard to Vintage (VtV)
- b) **Product.** Sale product is wine grapes salable by Vineyard to Vintage
- c) **Grape Quality.** All grapes shall be sound, fully matured and in good merchantable condition, free from defects including, but not limited to, decomposition or decay induced by fungi or bacteria. In the case of red varieties, grapes shall have fully developed color. Grapes shall comply with all applicable federal and state laws, regulations and ordinances and shall be free from levels of residues from applications that would be detrimental to the wine's quality, character and healthfulness. Grapes shall have a sugar, Brix, level as requested by Buyer in Order Form plus or minus one (1) Brix.
- d) **Processing.** VtV will harvest and process grapes according to Buyer's specifications listed in Order Form
- e) **Material other than Grapes (MOG).** No container of grapes shall contain more than: (a) 5% MOG; (b) 5% or more of defects such as rot or raisins; (c) 5% or more of second or third crop grapes; (d) 5% or more in the aggregate of the foregoing; or (e) different varieties of grapes; as measured by total weight.
- f) **Packaging.** VtV will package the grapes for shipping:
 - i) Frozen – will be packaged in 5-gallon bucket(s), 30-gallon drum(s), 55-gallon drum(s) or palletized cardboard tote(s) lined with food grade plastic
 - ii) Fresh – shall be packaged in ½ ton cardboard bin(s) lined with food grade plastic.
 - iii) VtV reserves the right to change packaging material and configuration
- g) If VtV cannot fill Buyer's order, VtV will promptly notify Buyer of other options.
- h) All sales are based on a first-come first-served basis. VtV reserves the right to cancel an order if all available grape has been sold.

- 2) **PAYMENT.** Buyer shall pay 50% of total frozen or 100% of fresh grape purchases on Order Form in conjunction with the signing of this agreement. Buyer shall pay the remaining balance and estimated shipping charges two (2) weeks prior to the estimated shipping date. SHIPMENTS WILL NOT BE MADE UNLESS FULL CLEAR PAYMENT IS RECEIVED BY VtV TWO (2) WEEKS PRIOR TO SHIPPING DATE.

- 3) **REFUNDS.** Within three (3) days of ordering VtV will refund one hundred percent (100%) of amount paid by Buyer upon notice of cancellation. After three (3) days and prior to the grapes being harvested VtV will refund upon notice of cancellation by Buyer 30% of the total price outlined in Order Form. Once grapes have been harvested there shall be no refunds. VtV makes contractual and financial commitments after Buyer executes this Agreement and pays their deposit. VtV may not be able to resell the ordered grapes and as such would be required to spend additional monies to seek a new buyer. This 30% non-refundable amount is to cover these costs. If VtV cannot complete Buyer's order or offer a satisfactory alternative, VtV will refund Buyer's paid to date funds in full.

- 4) **SHIPPING.** Shipping shall be arranged by VtV and paid for by Buyer in advance of Buyer's order being shipped. VtV will use its best efforts to arrange the cheapest commercial shipping for Buyer's order. It may be shipped alone or with other orders going to the same general area. Buyer may be required to pick up their order at a central trucking hub or warehouse within a reasonable distance from their delivery address. All shipments will be sent with a micro temperature recorder.
- a) Frozen shipments will begin the middle of October and continue until the first week of December.
 - b) Fresh grape shipments must be completely arranged by Buyer. VtV will ship fresh grapes to packing / shipping facilities in Lodi, Stockton or Sacramento for a fee of \$150 per ½ ton bin. VtV WILL NOT WARRANT OR GUARANTEE FRESH GRAPE GENERAL CONDITION OR BRIX LEVEL ONCE IT LEAVES VtV's CONTROL.



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5) TERM AND TERMINATION.

- a) **Term.** This Agreement shall be in effect for the current vintage year.
- b) **Termination for Breach.** In the event either Party breaches a material term of this Agreement, the non-breaching Party shall provide written notice of such breach to the other Party. If the breaching Party has failed to cure the breach after thirty (30) days of such notice, the non-breaching Party in its sole discretion may terminate this Agreement by providing a letter sent via USPS, FedEx or some other delivery service that provides written confirmation of receipt, of termination to the breaching Party specifying the date of termination.
- c) **Effect of Termination.** Termination shall not relieve either Party of any obligations incurred prior to the termination. Upon termination for any reason, Vineyard to Vintage agrees to not ship Buyer's order.
- d) **Termination by Buyer.** Cancellation within three (3) days after ordering shall constitute a termination of this agreement in full. Cancellation must be received by VtV in the form of electronic mail, or USPS Certified letter. If by phone, Buyer must receive a cancellation confirmation number from VtV employee.

6) WARRANTIES; DISCLAIMER.

- a) VtV warrants all grapes to be from the vineyard as described on VtV website and the grapes to be picked at the Brix range requested by Buyer.
- b) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7) MISCELLANEOUS.

- a) **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without reference to the principles of conflicts of laws thereof. All legal actions relating to this Agreement shall be brought in the state or federal courts located in El Dorado County, California. The prevailing party shall be entitled to recover attorneys' fees and other actual and reasonable costs incurred in enforcing the Agreement.
- b) **Construction and Severability.** In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any provision is held invalid by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties, and the remainder of this Agreement shall remain in full force and effect. There shall be no presumption for or against either Party as a result of such Party being the principal drafter of this Agreement.

- 8) **ENTIRE AGREEMENT.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. EXCEPT AS SET FORTH ABOVE, THIS AGREEMENT MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT, SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.