

UOVO WINE SHIPPING AGREEMENT GENERAL TERMS AND CONDITIONS

The following terms and conditions (these “*Terms and Conditions*”) govern, and are made a part of, the Wine Shipping Agreement (the “*WSA*”) executed by the “Customer” named on the WSA (the “*Customer*”) and Domaine Transit LLC, a Missouri limited liability company (the “*Company*”) doing business as UOVO WINE. Collectively, the WSA and these Terms and Conditions constitute the “*Agreement*”; and at times Customer and Company are hereinafter referred to individually as “Party” and collectively as “Parties.”

1. APPLICATION. These Terms and Conditions set forth the general terms and conditions for the Agreement between the Customer and the Company, and the provisions of these Terms and Conditions shall be deemed incorporated into the WSA without the need to physically attach these Terms and Conditions or reiterate them in the WSA. These Terms and Conditions and the WSA governed hereby collectively constitute the governing agreement between Customer and Company and supersede all other oral or written representations, understandings or agreements on the subject matter thereof. These Terms and Conditions may not be modified or amended except by an agreement in writing signed by authorized representatives of each of Customer and the Company which specifically refers to the applicable provision(s) of these Terms and Conditions to be modified or amended thereby; otherwise, in the event of any conflict between these Terms and Conditions and any other agreement between Customer and the Company, including, but not limited to bills of lading, these Terms and Conditions shall govern. No release from any of these Terms and Conditions shall be binding unless agreed to in writing by the parties which writing specifically refers to the applicable provision(s) of these Terms and Conditions to be released.

2. GENERAL OBLIGATIONS OF THE PARTIES. Customer owns, or is the authorized representative of the owner of, certain wine and/or other products identified on the WSA or an attachment thereto (the “*Wine*”). The Wine is stored at one or more locations identified on the WSA and one or more bill(s) of lading issued by Company (the “*Origin*”). Customer desires to engage Company to assist Customer in coordinating the shipment and/or transportation of the Wine from the Origin to a new storage location identified or to be identified on the WSA and one or more bill(s) of lading issued by Company (the “*Destination*”). Customer and Company desire to enter into this Agreement to govern the terms and conditions by which Company will coordinate the shipment and/or transportation of the Wine from the Origin to the Destination (the “*Services*”). Commencing on the date of the WSA and continuing until this Agreement is terminated in accordance with the terms hereof, Customer shall allow, or shall take any and all reasonable steps as are necessary to permit, Company reasonable access to the Wine for the purposes of performing the Services and discharging its duties and responsibilities hereunder. Company shall use reasonable care and abide by all applicable laws and regulations in conducting the Services.

3. TITLE TO WINE. Title to the Wine will remain vested in Customer at all times during the term of this Agreement. Nothing in this Agreement shall constitute a sale of the Wine to Company or shall give Company any ownership interest in the Wine; provided that, where necessary in connection with Company providing the Services, Company may temporarily take possession of the Wine or the Wine may otherwise come under the care, custody and control of Company.

4. THE DESTINATION. Customer hereby represents and warrants to Company that, to the best of Customer’s knowledge, the Destination (as same may be changed from time to time, as described below) is a permissible location for delivery and storage of the Wine under all applicable laws and regulations. In the event Customer desires to change the Destination after the execution of this Agreement, Customer shall notify Company of such change as soon as reasonably possible. Upon receipt of such notice of change of the Destination, Company may, in its sole discretion (i) agree to adjust its provision of the Services to allow for the shipment of the Wine to the amended Destination (and make corresponding revisions to the Company Fee (as identified in the WSA)) or (ii) terminate this

Agreement immediately upon delivery of written notice to the Customer. Customer understands and acknowledges that it, not Company, is responsible for notifying the consignee at the Destination of the possibility of all applicable import limitations imposed by law or regulation, that it shall verify with the consignee of the shipment of Wine that, where required by law or regulation, the consignee is licensed to purchase, import or have delivered to it shipments of Wine and that Company will not be responsible for identifying or interpreting any applicable laws or regulations that may affect Customer’s shipment of Wine nor shall Company have any liability to Customer for Company’s compliance with instructions or requests from applicable law enforcement authorities, even if such instructions or requests are inconsistent with or contrary to any applicable law or regulation.

5. ARRIVAL AND STORAGE AT THE DESTINATION. If the Destination is a storage facility where Company has an agreement with the operator to store Customer’s Wine (a “UOVO WINE Storage facility”), Company also agrees to notify Customer of the arrival of the Wine at the Destination, within a reasonable time after arrival. Customer shall be provided temporary storage in the UOVO WINE Storage facility’s general storage locker at no additional charge to Customer for a period not to exceed thirty (30) days. If Customer has not moved or made arrangements to move the Wine from the UOVO WINE Storage facility’s general storage locker within thirty (30) days after arrival at the UOVO WINE Storage facility, Customer shall be charged and agrees to pay two hundred dollars (\$200.00) regardless of quantity for each Pallet of Wine, per month (or any portion thereof) left in the UOVO WINE Storage facility’s general storage locker for more than thirty (30) days. This fee is in addition to any other fees set forth in this Agreement.

6. REPRESENTATIONS AND WARRANTIES. In addition to the representations and warranties elsewhere provided in this Agreement, Customer hereby represents and warrants to Company that: (i) it is the legal and beneficial owner of the Wine or has been authorized by the legal and beneficial owner of the Wine to enter into this Agreement on such owner’s behalf; (ii) if other than an individual, Customer has been duly organized, is in good standing and has received all requisite organizational authority to enter into this Agreement; and (iii) as pertinent, it holds all licenses, permits and other authorizations necessary to satisfy its legal obligations and responsibilities as a shipper tendering Wine to Company for Company’s performance of Services hereunder. Company hereby represents and warrants to Customer that it is duly organized under the laws of the State of Missouri, is in good standing and has received all requisite organizational authority to enter into this Agreement and is legally authorized to conduct the Services.

7. PACKING, UNPACKING, INVENTORY, AND CONSOLIDATION SERVICES. Packing, unpacking, inventory, and consolidation services are not included in the Company Fee identified in the WSA. If requested by Customer, Company shall provide such services, which are billable to and payable by Customer at the Company’s prevailing hourly rate, per person working, to provide such Services, with a 1 hour minimum (no pro-rate on hourly charge), plus the cost of packaging materials to be charged per the material rate schedule that will be or has been provided to Customer.

8. RISK OF LOSS, INDEMNIFICATION, LIMITATION OF LIABILITY, AND CLAIMS.

(a) Risk of Loss. Company shall be liable to Customer for loss or damage to the Wine occurring while it is in Company’s possession, except to the extent such loss or damage is caused by an Act of God

or a public enemy, a public authority, an act of Customer, or the inherent vice or nature of the Wine. If Customer elects to pay the additional charge for Company's Loss Protection Program coverage, then Company shall be liable for the actual loss or damage as provided under 49 U.S.C. §14706. Coverage specifics can be found in the Evidence of Insurance form that can be provided to the Customer upon request. If Customer elects not to pay the additional charge for Company's coverage, then Company's maximum monetary liability for loss or damage to Customer's Wine shall be limited to \$1.00 per bottle. Notwithstanding anything in this Agreement, nothing in this Section shall shift to the Customer any loss caused by the Company's gross negligence or willful misconduct.

(b) Indemnity. By its execution of the WSA, the Customer unconditionally, irrevocably and absolutely agrees to protect, defend, indemnify and hold harmless the Company, its affiliates and their past, present and future members, managers (if any), employees, agents and other representatives, and each of the foregoing's heirs, personal representatives, successors and assigns (collectively the "Indemnitees" and individually an "Indemnitee"), from any and all manner of actions, suits, debts, sums of money, interest owed, accounts, controversies, agreements, guaranties, promises, undertakings, charges, damages, judgments, executions, obligations and reasonably incurred costs, expenses and fees (including reasonable attorneys' fees and court costs), counterclaims, claims, demands, causes of action, liabilities, fines, penalties, enforcement actions, losses and amounts paid in settlement incurred, paid or sustained by any of the Indemnitees ("Claims"), in each case in connection with, arising out of, based upon, relating to or otherwise involving: (i) a breach of any provision of this Agreement by the Customer; (ii) Customer's non-compliance with any applicable law, regulation or lawful order; (iii) the inaccuracy of any of Customer's representations or warranties; or (iv) the assertion of any claim of subrogation against any Indemnitee by any third party (including but not limited to any insurance company) arising out of or with respect to this Agreement and the performance of any obligation hereunder. If any such action, suit or proceeding is commenced against, or any such claim, demand or amount is assessed against, any of the Indemnitees in respect of which any of the Indemnitees proposes to demand indemnification hereunder, the Customer is to be notified to that effect with reasonable promptness. The Indemnitee is to control the defense of any such action, and may employ counsel in defense thereof, all at the Customer's expense, unless and until the Customer satisfies or otherwise settles such action and obtains a release of the Indemnitee from the third party bringing such action, in a form acceptable to the Indemnitee and Indemnitee's counsel. Notwithstanding the above, no Indemnitee is entitled to indemnification for Claims to the extent they arise or result from such Indemnitee's negligence, gross negligence or willful misconduct.

(c) Limitation of Liability. In addition to any limitations set forth elsewhere in this Agreement, the Company's liability under this Agreement shall be limited to the following:

(i) except as otherwise provided in Section 8(a), above, or in the case of gross negligence or willful misconduct on the part of the Company or any of its employees, agents, officers or representatives, under no circumstances shall the Company become liable to Customer for any damages relating to the performance of the Services under the terms of this Agreement in any amount greater than the amount of the Company Fee;

(ii) in no event shall the Company be liable for any special, indirect, exemplary, consequential or punitive damages, including, but not limited to, lost profits;

(iii) any loss claimed by Customer under this Agreement shall be net of any insurance proceeds paid or payable to Customer in respect of such damage or loss;

(iv) in the event that the Services performed by the Company includes the packing of wine into shipping containers, the Company is not responsible, and shall not be held liable, for any claimed or stated discrepancies in inventory by Customer unless: (a) Customer requests and the Company performs, for an additional charge, an inventory of the Wine before shipment; and (b) a member of the Company's team is present for the unpacking of the Wine upon its arrival at the Destination; and

(v) in the event that the Services performed by the Company do not include the packing of wine into shipping containers, the Company is not responsible, and shall not be held liable, for any claimed or stated discrepancies in inventory.

(d) Agents, Subcontractors, or Other Parties Employed by the Company. Customer expressly agrees that no servant, agent, direct or indirect subcontractor or other party employed by or on behalf of the Company, or whose services or equipment have been used in order to perform this Agreement (such persons so employed, or whose services or equipment have been used, herein termed "Servant") shall in any circumstances whatsoever be under any liability whatsoever to Customer for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this Agreement. Without prejudice to the generality of the foregoing sentence, every exemption, limitation, condition and liberty contained herein and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder shall also be available and shall extend to every such Servant, who shall be entitled to enforce the same against the Customer. Customer agrees that no claim or allegation whether arising in contract, bailment, tort, or otherwise shall be made against any Servant which imposes or attempts to impose upon any of them any liability whatsoever in connection with this Agreement whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against Customer. Customer also agrees that if any such claim or allegations should nevertheless be made, he will indemnify the Company against all consequences thereof. For the purpose of this paragraph, the Company shall be deemed to be acting as an agent on behalf of and for the benefit of the Servant who shall to this extent be or be deemed to be a party to this Agreement.

(e) Cargo Claims. All claims for loss, damage or delay in delivery arising from the transportation of Customer's goods ("Cargo Claims") shall be submitted to Company in writing within thirty (30) days of date of delivery or, for lost items, within thirty (30) days after either (i) the scheduled delivery date or (ii) a reasonable time has elapsed for delivery if there is no scheduled delivery date; and a civil suit or arbitration proceeding shall be commenced by Customer within one (1) year from the date that Company gives Customer written notice that Company is disallowing the Cargo Claim or any part of it. Cargo Claims not filed and/or related litigation or arbitration proceedings not instituted within such periods shall be forever barred. Cargo Claims shall, at a minimum, properly identify the lost or damaged items and their claimed value and shall be submitted to Company in writing or electronically at the mailing and/or e-mail address provided in the WSA. Company shall acknowledge receipt of a Cargo Claim, open an investigation to review the claim and, within one hundred twenty (120) days of receipt, either pay, decline, make a firm compromise settlement offer or advise Customer in writing that additional time, not to exceed sixty (60) days, is needed to process and dispose of the to the Cargo Claim. In the event Company and Customer are unable to amicably resolve a Cargo Claim within the foregoing period of time, then the Parties shall submit the Cargo Claim to binding arbitration and they hereby waive all rights they may otherwise have to litigate same in a court or administrative proceeding, to the extent permitted by law. Binding

arbitration under this Agreement shall be conducted in the City of St. Louis, Missouri, and the Missouri Rules of Civil Procedure shall apply, unless otherwise agreed in writing by the Parties. The Parties shall select an arbitrator by mutual agreement. In the event the Parties are unable to agree upon an arbitrator, the Cargo Claim dispute shall be settled by arbitration administered by the Transportation ADR Council in accordance with its Rules of Arbitration, or, if its services are not available, then by the American Arbitration Association in accordance with its Commercial Arbitration Rules, utilizing a member of the Transportation Panel, if available. Each Party shall bear its own costs and expenses associated with arbitration and the Parties shall each pay one-half of the arbitrator's fee. The judgment of award rendered by an arbitrator hereunder may be entered in any Court having jurisdiction.

9. GENERAL PROVISIONS.

(a) Compliance with Laws. The Customer shall not ship any item which shall be in violation of any order or requirement imposed by any Board of Health, Department of Sanitation, Department of Revenue, Liquor Control authority, Police Department or other governmental agency, or in violation of any law or regulation or other legal requirement. The Customer agrees to fully comply with all federal, state and local laws regarding the ownership, transportation, labeling, taxation or other use of wine as contemplated by this Agreement, and, upon Company's reasonable request, to provide Company with information and records necessary for Company's compliance with laws and regulations governing its Services and related reporting obligations. By its execution of the WSA, the Customer hereby represents that it has good title to all shipped items and that there are not legal restrictions relating to the Customer's right to ship such items.

(b) Effective Date. Proposal rates are valid for 60 days from the date issued. This Agreement shall become effective as of the date set forth in the WSA.

(c) Term and Termination. This Agreement shall terminate upon complete performance of the Services identified in the WSA. This Agreement may also be terminated: (i) by either Party upon seven (7) days written notice to the other party or (ii) by the Company as otherwise provided herein. Upon termination, neither Party shall owe any payment or obligation to the other Party except obligations that have accrued (including any Services performed in connection with Wine that is in transit) as of the date of termination. Sections 8 and 9 of this Agreement shall survive any termination of this Agreement and continue.

(d) Responsibility for Taxes. Neither any provision of this Agreement (including the WSA) nor any action of Company constituting Services hereunder shall release Customer from any liability for payment of any and all sales taxes, use taxes, duties or similar obligations (nor from its responsibility to make any and all related filings, reports or declarations) associated with the Wine.

(e) Relationship of the Parties. Nothing contained in this Agreement is to be construed as making Company and Customer partners or joint ventures.

(f) Assignment. The Customer shall not, without the express prior written consent of the Company, sublet, assign or transfer the rights or obligations under this Agreement or any part thereof.

(g) Successors and Assigns. This Agreement shall be binding upon each Party and its respective permitted successors and permitted assigns and shall inure to the benefit and be enforceable by the other Party and its permitted successors and assigns.

(h) Severability. In the event that one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect, and of the remaining provisions contained herein, shall not be in any way impaired thereby.

(i) Relationship. The relationship between the Company and the Customer shall be solely that of independent contractors, and this Agreement shall not be deemed to create any relationship of agency, employment, partnership or joint venture between the parties.

(j) Additional Services. The terms of this Agreement shall apply to any services (in addition to the storage of goods) rendered to the Customer by the Company, including, but not limited to, pick-up and/or delivery of goods, handling, repackaging and inventory, except as otherwise provided in such additional agreement as may be applicable to such services.

(k) Amendment. This Agreement shall not be amended or waived, nor shall any consent to any departure by any party from the terms and conditions thereof be effective, unless in a writing signed by or on behalf of each party.

(l) Submission to Jurisdiction. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO MAY BE BROUGHT IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS OR ANY COURT OF THE UNITED STATES OF AMERICA FOR THE EASTERN DISTRICT OF MISSOURI AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF SUCH COURTS. THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO EACH OF THE OTHER PARTIES AT ITS ADDRESS PROVIDED IN THE WSA, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING.

(m) Governing Law. Governing Law. The Parties desire that the provisions of this Agreement will have precedence over any federal or state law provisions governing or dealing with the specific provisions of this Agreement. The Parties further agree that, pursuant to 49 U.S.C. §14101(b)(1), they expressly waive any and all rights and remedies under the Interstate Commerce Commission Termination Act and Interstate Commerce Act, as amended, and regulations promulgated thereunder, including Part B of Subtitle IV, Interstate Transportation, 49 U.S.C. §13101, *et seq.* (the "Acts") that are inconsistent with the provisions of this Agreement. Neither Party shall challenge any provision of this Agreement on the ground that any such provision violates the waived rights and remedies under the Acts. To the extent that no conflicts exist with this Agreement or federal law, the law of the State of Missouri shall apply.

(n) Legal Fees, Costs. Except as otherwise provided herein, all legal and other costs and expenses (including attorneys' fees) incurred in connection with this Agreement and the Services contemplated hereby are to be paid by the Party incurring such costs and expenses.