

VINVISION TRUCKING & STORAGE

Terms & Conditions

BUSINESS HOURS:

Office: Monday through Friday 8:00 am to 5:00 pm

Warehouse: Monday through Friday 8:00 am to 4:30 pm

WAREHOUSE POLICIES:

Receiving: Receiving hours: 8:00 am to 3:00 pm Monday through Friday. The cut off for same day receiving is 12:00 pm. All inbound shipments are checked at their time of arrival for completeness and merchantability. All shipments must be accompanied with a complete bill of lading with an assigned BOL number. Any discrepancies from the carrier's bill of lading will be reported immediately to the shipper. Any damaged merchandise will be held for inspection for 30 days at shipper's request, after which time it must be removed from the warehouse. All wines received for entry into storage are subject to the standard "In" charges or "Handling" charges, per our Warehouse rate sheets.

Import Containers: Import containers must be preceded by a shipping manifest detailing all items and case counts. All import containers are subject to a container unloading charge of palletized wine per case. Un-palletized wine will be charged at the warehouse labor rate, per hour with a 2 hour minimum.

Will Call Orders: Requests for a will call order are submitted in the same manner as requests for a Vinvision delivery. Orders submitted for pick up the same day will be charged a "Same Day Will Call" charge. Please refer to our warehouse rate schedules for will call charges and minimums. Please indicate to us when you place your order that it is for "will call".

Inventories: Our standard month-end inventory report will be distributed by email at the beginning of the month for the previous month.

All inventory reports are assumed to be accurate if no written report of discrepancy is received by us within 30 days. Vinvision is not liable for any claims of variance or loss received after 30 days from date of inventory report.

Product Evacuation: If you wish to vacate our warehouse, all charges for storage and other services must be paid in full prior to the time of evacuation. Vinvision reserves the right to withhold evacuation of your merchandise until all charges have been paid in full.

Legal Relationship of Property in Storage: Any Storer of merchandise in our warehouse agrees that Vinvision is acting as a mere bailee, and that Storer shall not ship goods to Vinvision as the named consignee. As bailee, Vinvision maintains no beneficial title or interest in the goods that it stores on behalf of Storer.

Breakage: Bottle breakage which occurs during transport or handling will be reported as soon as it occurs. This type of breakage is considered a cost of doing business. Any torn or stained labels, damaged foils, or packaging are not considered breakage. Vinvision Trucking understands the importance of your products and has procedures in place to protect against breakage or loss. If complete case breakage or an unexplained loss does occur Vinvision will reimburse the owner either the full wholesale price of the case goods or \$100.00 per case whichever is less.

Liability of Vinvision for Stored Merchandise: Vinvision is not liable for any loss or injury to merchandise stored, however caused, unless such loss or injury is caused by our negligence. Our rates and charges do not include fire, earthquake or other hazard insurance on stored property. It is the responsibility of the Storer to arrange for property insurance for their product.

Claims: Claims for merchandise lost, broken or damaged by Vinvision must be made in writing to Vinvision within 30 days of the date of purported loss. On claims for losses of any nature, Vinvision's liability will not exceed wholesale price per case.

All of Vinvision's rates and charges are based on this formula for liability. If you require additional coverage, we suggest you contact your insurance provider.

DELIVERY POLICIES:

Standard Deliveries:

1. Please refer to the appropriate Delivery Rate Schedule for a complete listing of areas served and the delivery charges associated with the Vinvision location from where the order is shipped. A fuel surcharge will be applied to each order.
2. **All orders for delivery must show the complete name, address and telephone number of each customer along with any special delivery instructions or restrictions.** Incorrect or incomplete addresses furnished by the shipper are subject to a \$5.00 charge.

5. **Merchandise pick ups** from your customers will be billed at our prevailing delivery rate. No merchandise will be picked up from an account without your prior written authorization.
6. **Cut off time** for next day delivery is 3:00 pm. Orders for next day delivery received after 3:00 p.m. for next day delivery are considered "late" orders and will be assessed a "late order charge" per order. **All late orders are accepted subject to the approval of our routing managers.** If we cannot schedule your late order we will contact you for further instructions. If you need "same day" or weekend deliveries, we will contact a courier service at your request and attempt to arrange for delivery.
7. **Attempted or Incorrect Deliveries:** Any attempted delivery which is incorrect or incomplete due to Vinvision's error will be corrected as soon as is possible without any additional charge. Any delivery which cannot be completed or is refused through no fault of Vinvision, will receive a delivery attempt charge at the normal delivery rate. Any product exchange or product addition to an already completed order will be considered a separate delivery, and our regular delivery rates will apply.
8. **COD Orders:** There will be an additional charge for all COD or "driver collect" shipments delivered by Vinvision trucks. It is your responsibility to alert your customer to a pending COD shipment. Our driver will wait up to 15 minutes to pick up a check. If after this period, a check is not available, the driver must go on to the next stop. You will be charged for a delivery attempt using normal delivery rates. Under normal circumstances, our drivers are not allowed to accept cash from your customers.

Chain Store Deliveries:

1. **Chain warehouse** or club store deliveries which require us to make a delivery appointment require a 2 to 3 day lead time, and the chain requires that we provide them with a P.O. number, your vendor number, and the total number of cases to be delivered. Please do not schedule the appointment yourself.
2. **Waiting Time:** If we are on time for our delivery appointment but we are forced to wait more than 15 minutes before unloading, you will be assessed a "Driver Wait" charge per 15 minutes waiting time after the first 15 minutes. If we cannot unload after waiting a total of 45 minutes, we must go on to our next stop. You will be billed for the delivery attempt and wait time, and we will contact you before rescheduling another appointment. If we are late for our appointment, there is no charge for waiting time.

Deliveries to Non-Licensed Businesses or Residential Deliveries:

1. Additional charges will be applied. *(Please refer to the rate schedule from the Vinvision location completing the delivery to determine the additional charges)* Arrangements must be made in advance by you, to ensure that there is an adult present to sign for the merchandise. You must also provide us with the phone number of the recipient before delivery will be attempted.
2. If you or your customer authorizes us to do so, we will leave merchandise at a residence without a signature, or at a neighbor's house. Vinvision cannot be held responsible for merchandise left without a signature.

UPS Shipments:

1. Individual accounts are maintained with UPS and small orders can be packaged and shipped on your behalf, subject to the terms and conditions that UPS imposes on wine shipments. Any applicable "out" charges and bill of lading charges will be added to all orders shipped via UPS, in addition to the carrier's charges. **We cannot ship UPS orders freight collect, nor can we guarantee specific delivery dates or times for UPS deliveries.**
2. We have 1 - 12 bottle approved shipping containers on hand and offer them for sale. Please refer to our rate schedule for pricing.

Proof of Delivery Receipts:

Signed copies of bills of lading (*Proofs of Delivery*) are available within 48 hours on our website. Outside carrier bills of lading will be posted as received.

ORDER PROCESSING:

1. Phone in orders are accepted at any time during our office business hours.
2. Orders may be entered on our website, faxed or e-mailed to us at any time of the night or day. The original fax or e-mail is kept on hand in our office for 30 days. All orders received for delivery or will call are charged a standard order processing fee.
3. We have the capacity to receive delivery orders via modem transfer. This is the preferred method for high volume shippers.

BILLING:

Our payment terms are NET 15 days from the date of our invoice. All invoices unpaid 30 days after the date of our invoice are subject to a monthly late payment charge equal to 1.5% of the invoice amount outstanding on the 31st day. Vinvision reserves the right to withhold shipments where payment has not been received in a timely manner.

Your shipment of merchandise to Vinvision for either storage or immediate re-distribution constitutes your acceptance of these Terms and Conditions.