

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. Applicability

- 1.1. These general terms and conditions of sale (these "Terms") govern the provision of all products identified in a written purchase order (the "Products") referencing these Terms and signed by Vinventions, LLC ("Vinventions") and the entity identified therein as the customer (such order, the "Order", and such customer, the "Customer").
- 1.2. These Terms and the Order (collectively, the "Agreement") comprise the entire agreement between the parties with respect to the sale of the Products to Customer, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether written or oral. In the event of any conflict between these Terms and the Order, the Order shall govern.
- 1.3. Any terms proposed by Customer that add to, vary from, or conflict with the Agreement shall be void and the Agreement shall govern.

### 2. Order Request

- 2.1. No Order is binding unless it is signed by Customer and accepted in writing by Vinventions. Vinventions written acceptance of an Order shall include a non-binding anticipated date of shipment (the "Anticipated Shipping Date"). Customer may (a) cancel an Order or (b) postpone the date of delivery of an Order by not more than 30 days, by providing written notice to Vinventions at least 14 days before the Anticipated Shipping Date. Any changes to an order must be agreed to in writing by Customer and Vinventions.

### 3. Fees and Payment

- 3.1. Customer shall pay the fees for the Products set forth in the Order (the "Fees"). All Fees are in United States Dollars and excluding tax. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by applicable law on any amounts payable by Customer hereunder, excluding taxes on Vinventions income. Unless otherwise set forth in an Order, payment of all Fees shall be due 30 days following the date of invoice. If Customer fails to pay an invoice when due: (a) payment of all the invoices owed by the Customer shall immediately become due and (b) Customer shall pay to Vinventions interest on the overdue payment from the date such payment was due to the date of actual payment at a rate of 1.5% per month, or if lower, the maximum amount permitted under applicable law. Vinventions may at any time, without notice, change or suspend credit terms, stop shipment or cancel unfilled Orders when, in Vinventions' sole discretion, the financial condition of Customer or its account so warrants or when Customer is delinquent on any payment for invoiced Products.

### 4. Shipment and Delivery

- 4.1. Delivery shall be Ex Works (Incoterms 2020) Vinventions' place of origin, and Customer assumes all responsibility for risk of loss, or damage to, the Products furnished hereunder upon delivery of the Products to the common carrier in Zebulon, North Carolina. Products shall be deemed accepted by Customer upon Customer's receipt thereof. Vinventions shall select the means of transportation. The Anticipated Shipping Date is approximate and subject to confirmation by Vinventions. Delay in delivery by Vinventions for any shipment shall not relieve Customer of its obligation to accept delivery. Customer must make claims for shortages or other errors in delivery in writing to Vinventions within thirty (30) days after Customer's receipt of shipment and failure to give such written notice shall constitute unqualified acceptance and a waiver of all such claims. Vinventions shall not be responsible for delays in delivery. If shipping is delayed or interrupted by Customer directly or indirectly, Vinventions may store the Products at Customer's risk in a warehouse or upon Vinventions' premises, and Customer shall pay Vinventions all costs resulting therefrom.

### 5. Warranty and Returns

- 5.1. During the Use By Warranty Period and Bottling Warranty Period (each as defined below), Vinventions warrants that each Product does not contain any defects resulting from the manufacture of the Products, but only if (a) the defect makes the Product materially unsuitable for the use for which it is normally intended; and (b) Customer notifies Vinventions of a breach of such warranty in writing within 15 calendar days after Customer actually discovers the manufacturing defect or should have discovered the manufacturing defect had Customer inspected the Product in a manner consistent with industry standards. "Use By Warranty Period" means the period commencing on the date a Product is received by Customer and continuing until the "use by date" that appears on the packaging for the Product. "Bottling Warranty Period" means the period commencing on the date a Product is used to enclose an end product (e.g., a bottle) and continuing for a period of one year thereafter.
- 5.2. Notwithstanding the foregoing warranty, Vinventions shall have no obligations with respect to the warranty set forth in Section 5.1 if (a) Products become defective in whole or in part as a result of improper use, alteration, storage, neglect or abuse after having been shipped to Customer, (b) Products are not bottled in accordance with Vinventions' then-current bottling guidelines, (c) damage results from causes outside of Vinventions' reasonable control or (d) a Product is bottled following the expiration of the Use By Warranty Period.
- 5.3. Customer's sole and exclusive remedy for a breach of the warranty set forth in Section 5.1 is, at Vinventions' discretion, (a) the replacement of the defective Product with a non-defective Product, or (b) a refund of the Fees paid for such Product. Such replacement or refund shall occur only following Vinventions' confirmation of the defect. If Vinventions is not reasonably able to confirm a defect in a returned Product, Customer shall pay Vinventions for all costs and expenses Vinventions incurs with respect to such Product, including without limitation, all shipping costs.
- 5.4. Products returned pursuant to Section 5.1 shall only be accepted if (a) Vinventions' authorizes such return in writing (which authorization shall not be unreasonably withheld) and (b) such Products are shipped to Vinventions within ten days of such written authorization and in accordance with Vinventions instructions.
- 5.5. **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 5.1 ABOVE, VINVENTIONS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

### 6. Limitation of Liability

- 6.1. **IN NO EVENT SHALL VINVENTIONS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT VINVENTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL VINVENTIONS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT**

**OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO VINVENTIONS PURSUANT TO THE APPLICABLE ORDER.**

**7. Miscellaneous**

- 7.1. Vinventions shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any terms of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Vinventions, including without limitation acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or act, riot or other civil unrest, national or regional emergency, epidemic, lock-outs, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, telecommunications breakdown or power outage.
- 7.2. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (collectively, "Notices") shall be in writing and addressed to the parties at the addresses set forth in the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 7.2.
- 7.3. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Vinventions. Vinventions is permitted to assign this Agreement without Customer's prior written consent. Any purported assignment or delegation in violation of these Terms is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.
- 7.4. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 7.5. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal or state courts located in the City of Raleigh, North Carolina and County of Wake, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- 7.6. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- 7.7. No waiver by Vinventions of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Vinventions. No failure to exercise, or delay in exercising, any rights, remedies, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 7.8. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 7.9. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.