

STATEMENT OF TERMS & CONDITIONS OF SALE (THE “CONDITIONS”)

The Conditions shall govern any contract (“**Contract**”) between Moët Hennessy USA, Inc., a Delaware corporation with its principal place of business at 85 10th Avenue, New York, New York 10011 (“**MHUSA**”), and the customer (the “**Purchaser**”) for the ordering and supply of alcohol beverage products distributed or sold by MHUSA (the “**Goods**”). The Conditions shall apply to all of MHUSA’s sales to the Purchaser. No variation of the Conditions shall have effect unless expressly agreed in writing and signed by an authorized representative of MHUSA, including, by way of example, by MHUSA in a then-current Distribution Agreement with Purchaser. Purchaser acknowledges that it has not relied on any statement, promise or representation made or given by, or on behalf of, MHUSA other than such a statement, promise or representation expressly stated in the Conditions or in another writing signed by MHUSA.

MHUSA recognizes that Purchaser may for Purchaser’s convenience use Purchaser’s own purchaser order, acknowledgement form or other form (a “**Purchaser Document**”). A Purchaser Document may contain terms or conditions that modify, conflict with or contradict any of the Conditions (“**Conflicting Terms**”) or terms and conditions that are in addition to, even though not in conflict with, the Conditions (“**Additional Terms**”).

Purchaser agrees that all Conflicting Terms are hereby rejected and shall be null and void. Purchaser agrees that Additional Terms shall be construed as a counter-offer by Purchaser and shall not be effective or binding unless expressly approved in writing by an authorized representative of MHUSA. Accordingly, if MHUSA accepts a purchase order from Purchaser, either by communicating acceptance or by the act of fulfilling the purchase order, the Contract shall not include any Conflicting terms and shall only include Additional Terms to the extent MHUSA expressly approved in writing by an authorized representative of MHUSA.

MHUSA’s fulfillment of a purchase order placed by Customer shall not constitute acceptance by MHUSA of any Conflicting Terms or Additional Terms. Purchaser’s acceptance of Goods shall not constitute an acceptance by MHUSA or any Conflicting Terms or Additional Terms.

1. PRICES AND AVAILABILITY / CREDIT TERMS

1.1 The prices quoted to Purchaser in any price list of MHUSA are subject to change by MHUSA without notice at any time before MHUSA accepts Purchaser’s purchase order.

1.2 The amount and terms of credit, if any, that MHUSA makes available to Purchaser are within the sole discretion of MHUSA. MHUSA may decline to accept an order if acceptance would result in the Purchaser exceeding the credit limit MHUSA has established for it, as determined from time to time by MHUSA.

1.3 The fulfillment of orders will be subject to availability of the ordered Goods.

1.4 No contractual obligation binding on MHUSA shall arise until MHUSA (a) sends written acceptance of an order, which may be by email or other electronic means or (b) delivers the Goods.

2. TIME OF DELIVERY

2.1 Any dates quoted by MHUSA for delivery are approximate. Where no date is quoted for delivery, delivery will take place within a reasonable time after MHUSA's acceptance of the order. Time for delivery shall not be of the essence. MHUSA shall not be responsible for any loss suffered by Purchaser resulting from late or delayed delivery, no matter what the reason.

2.2 MHUSA shall not be responsible for any loss or damage howsoever caused by delivery in compliance with this Section, including, but not limited to, loss or damage of whatsoever nature caused by or arising from late or delayed delivery.

3. MANNER OF DELIVERY; TITLE AND RISK OF LOSS

3.1 Title to the Goods will pass to Purchaser in all cases when MHUSA delivers the Goods (or causes the Goods to be delivered) to the first carrier (whether vessel or other mode of transport).

3.2 The risk of loss to the Goods will pass to Purchaser in accordance with the applicable Incoterm (all references to the Incoterms in the Conditions are to Incoterms® 2010). The CIP Incoterm will apply to every order unless one of the following special rules is applicable to the particular order:

(a) If Purchaser's purchase order expressly identifies another Incoterm, then that Incoterm will apply if, but only if, MHUSA expressly notifies Purchaser that it accepts Purchaser's specified Incoterm.

(b) MHUSA may specify, in any communication to Purchaser, including MHUSA's invoice for the particular transaction, that any one of the following Incoterms apply to the particular transaction: DAT, DAP, DDP, or CIF. Purchaser will have no right (and no reason) to object.

(c) MHUSA may specify in a communication to Purchaser sent not later than the close of business on the third business day before MHUSA delivers the Goods to the first carrier that any one of the following Incoterms apply to the particular transaction: EXW, FCA, CPT, FAS, FOB, or CFR. However, the specified Incoterm will only apply to the particular transaction if Purchaser either agrees to it or fails to object by the end of the second business day after MHUSA's communication to Purchaser. If Purchaser objects before the end of the second business day after MHUSA's communication to Purchaser, then, if MHUSA nevertheless delivers the Goods to the carrier, the CIP Incoterm will apply. If Purchaser objects before the end of the second business day after MHUSA's communication to Purchaser, then, if MHUSA does not deliver the Goods to the carrier, Purchaser's order for the Goods in question shall be deemed to have been canceled by mutual agreement of MHUSA and Purchaser.

3.3 In any case in which any of the following Incoterms – CPT, CIP, CFR or CIF – apply:

(a) The place of delivery (and passage of risk of loss) will be the place at which MHUSA delivers the Goods to the first carrier chosen by MHUSA. MHUSA will select the place of delivery in its discretion, without regard to any place specified in Purchaser’s purchase order.

(b) The named place of destination will be the place specified in Purchaser’s purchase order for delivery to Purchaser.

3.4 If Purchaser specifies a named place of destination that is not typical of its previous orders from MHUSA, MHUSA may adjust the price of the Goods to take into account any additional shipping costs incurred by MHUSA in shipping to that destination. MHUSA need not specify this price adjustment at the time it accepts Purchaser’s purchase order.

3.5 If Purchaser specifies a named place of destination to which MHUSA is unwilling to ship for any reason, including potential legal obstacles, MHUSA will contact Purchaser to identify an alternate named place of destination. If they cannot agree on an alternate, MHUSA may cancel the order, without liability to Purchaser, even if MHUSA has previously accepted the order.

4. SALE OR RETURN

4.1 Unless expressly agreed in writing by MHUSA or in accordance with Section 6 of the Conditions, Goods cannot be returned by Purchaser once delivery has been effected.

5. STORAGE AND DISPLAY

5.1 Purchaser agrees to store and, as appropriate, display the Goods in conditions appropriate for preserving the quality of the Goods and their external appearance. Except to the extent MHUSA provides alternative specifications, which it may do from time to time, (i) Champagne must be kept refrigerated (10° C — 12° C), (ii) wine must be kept within a temperature range of 5° C — 18° C, and (iii) spirits bottles must be stored upright. All Goods should be stored in their original packaging when possible.

5.2 MHUSA will not be liable (whether in contract, tort, negligence or otherwise) for any loss or damage incurred or suffered by Purchaser if Purchaser fails to comply with its obligations under this Section 5.

6. COMPLIANCE WITH ORDER AND CLAIMS

6.1 (a) Upon delivery of the Goods, Purchaser must promptly examine the Goods to determine whether the quantity matches the number on the delivery note (bill of lading) and the condition of the Goods. In case of any differences in description of Goods, missing Goods or physically damaged Goods (in any case, a “**Delivery Deficiency**”), Purchaser will not be entitled to any remedy for a Delivery Deficiency unless the Purchaser identifies the specific differences, missing Goods or damage either on the bill of lading (or other applicable shipping document) itself or in an email or other electronic communication delivered to MHUSA within 48 hours of

delivery. All physically damaged Goods must be retained by Purchaser (and stored in accordance with Section 5.1) for at least 4 weeks after delivery for inspection by MHUSA.

(b) Claims for remedy for a Delivery Deficiency must be made in writing to MHUSA not later than the close of business on the sixth day after the day on which the Goods are delivered to Purchaser (*i.e.*, at the named place of destination).

6.2 (a) MHUSA warrants that the Goods will be of satisfactory quality and shall comply in all material respects with any written specification supplied by MHUSA, at the point where the risk of loss passes to Purchaser (the “**Section 6.2 Warranty**”). All other warranties (whether express or implied) are excluded to the fullest extent permissible by law (provided that this exclusion shall not apply if Purchaser is purchasing outside the course of his business or trade).

(b) Any claim by Purchaser for breach of the Section 6.2 Warranty must be asserted by Purchaser within three months after delivery of the Goods in question to Purchaser (the “**Claim Notice Deadline**”).

6.3 MHUSA’s sole obligation for a Delivery Deficiency or breach of the Section 6.2 Warranty (subject in any case to verification by MHUSA) shall be to take one of the following steps, in MHUSA’s sole discretion: (i) replace the Goods in question, (ii) issue a refund to Purchaser for amounts it has paid for the Goods in question, or (iii) if Purchaser has not yet paid for the Goods in question, issue credit to Purchase against the invoiced price for the Goods in question. Subject to Section 6.4, MHUSA has no further liability (whether in contract, tort, negligence or otherwise) to the Purchaser in respect of the same.

6.4 Subject to Section 6.4, MHUSA shall have no liability (whether in contract, tort, negligence, breach of statutory duty or otherwise) for any indirect, consequential or special loss (including, without limitation, loss of business, loss of goodwill and loss of reputation) or loss of profits.

6.5 Except for the type of liability referred to in Section 6.4, MHUSA’s total liability resulting from a Delivery Deficiency, breach of the Section 6.2 Warranty, or any other breach, misrepresentation, erroneous statement, or tortious act or omission arising under or in connection with the Contract (a “Default”) shall not exceed the total sums paid or payable by Purchaser to MHUSA for the Goods to which the Default relates.

7. FORCE MAJEURE

7.1 Force majeure shall include all events beyond MHUSA’s reasonable control, including breakdown of production machinery, fires, acts of God, acts of war, acts of terrorism, data breach or other computer problems preventing or delaying MHUSA’s performance, flood, explosion, casualty or government regulations, orders or restrictions, including any order of any court with jurisdiction over MHUSA or any person controlling MHUSA, or any other similar cause beyond the reasonable control of MHUSA. MHUSA shall have no obligation to notify Purchaser of the occurrence of the force majeure circumstances.

7.2 If performance of MHUSA's obligations is delayed or hindered by circumstances amounting to force majeure, MHUSA's duty to perform its obligations shall be suspended for as long as those circumstances continue and the time for such performance shall be extended accordingly. If performance of MHUSA's obligations becomes uneconomic or impossible due to circumstances amounting to force majeure, the Contract shall be cancelled and MHUSA and Purchaser returned as closely as may be reasonably achieved to the positions in which they were before the Contract was formed.

7.3 If the circumstances giving rise to force majeure continue for a period of six months, then either MHUSA or Purchaser can terminate the Contract without liability to the other.

8. PAYMENT

8.1 Payment is due 30 days from date of invoicing, unless otherwise agreed in writing.

8.2 If payment of any invoice is not made by the due date, then all amounts due to MHUSA from Purchaser under all invoices issued by MHUSA to Purchaser, whether or not the other invoices are then due, shall become immediately due and payable.

8.3 If payment of any invoice is not made by the due date, MHUSA, without prejudice to its other rights and remedies, may (i) withhold sales of Goods to suspend any further deliveries, and (ii) cancel any unfulfilled orders from Purchaser.

9. CANCELLATION OF ORDERS

9.1 MHUSA shall have the right to cancel the fulfillment of any order submitted by it to Purchaser at any time upon written notice to Purchaser (i) if a petition is filed by or against Purchaser under the bankruptcy or similar laws of the United States or any other jurisdiction, or Purchaser becomes insolvent or makes a general assignment for the benefit of its creditors, or if Purchaser fails to meet its current obligations as they fall due or if a receiver is appointed for any of the property of Purchaser; (ii) if Purchaser fails to comply with any substantial provision of the order submitted by Purchaser; (iii) if Purchaser purchases the Products from anyone other than MHUSA unless MHUSA has consented to such purchase in writing; or (iv) if Purchaser submits any documentation or reports to MHUSA that are inaccurate or untruthful.

10. PRESENTATION AND PACKAGING OF GOODS

10.1 All packaged Goods purchased from MHUSA for resale, trade or promotional use must be resold or used by the Purchaser only in the condition as sold or prescribed by MHUSA and, in particular, all bottles, containers, labels, capsules, corks and other dressing must remain intact and not be tampered with, added to, altered or obliterated in any way.

10.2 All packaged Goods purchased from MHUSA for consumption on licensed premises, if any, shall be sold from or in the container and in the condition as sold or prescribed by MHUSA.

10.3 Purchaser shall not resell Goods or other products of MHUSA whether purchased from MHUSA or not if the bar code on the bottle, or any identifying mark on the bottle such as a batch

code or lot code, has been erased or damaged or otherwise made illegible whether by Purchaser or any other third party.

11. CONFIDENTIALITY

11.1 Each party to the Contract shall keep strictly confidential all information concerning the business and affairs of the other obtained from the other either pursuant to the Contract or prior to and in contemplation of it, shall use the same exclusively for the purposes of the Contract, and shall disclose the same only to those of its directors and employees to whom and to the extent that such disclosure is reasonably necessary for the purposes of the Contract.

11.2 The obligations of Section 11.1 shall survive the expiration or termination of the Contract but shall not apply to any information which: (i) the recipient can demonstrate was already in its possession and at its free disposal prior to receipt under the circumstances mentioned in Section 11.1; (ii) is subsequently disclosed to the recipient without any obligation of confidence by a third party who has not derived it directly or indirectly from the disclosing party; (iii) enters the public domain through no act or default of the recipient, its agents or employees; or (iv) is required by law to be disclosed.

12. GENERAL

12.1 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

12.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. If such written notice is given by facsimile transmission, a copy of that notice must be sent as soon by post as is reasonably possible after such transmission. All notices from Purchaser to MHUSA must be addressed to MHUSA's President with a copy to MHUSA's General Counsel.

12.3 No order submitted by Purchaser, interest or claim under such order, shall be assigned, subcontracted or transferred by Purchaser without MHUSA's prior written approval, which approval may be granted or withheld in MHUSA's sole discretion. Any such assignment or transfer without MHUSA's written approval shall be void.

13. APPLICABLE LAW AND VALIDITY; WAIVER

13.1 All orders submitted by Purchaser shall be governed exclusively in accordance with the law of the State of New York and without regard to its conflict of laws or choice of law principles.

13.2 Any action or proceeding with respect to or arising out of the Contract shall be brought exclusively in the United States District Court for the Southern District of New York, or, if a lack of jurisdiction exists, then such action or proceeding shall be brought exclusively in the New York Supreme Court of the County of New York.

13.3 Neither Party shall be entitled to recover in any action or proceeding any consequential, special, exemplary or punitive damages.

13.2 Any waiver by either party of any breach of, or any default under, any provision of the Contract by the other will not be deemed a waiver of any subsequent breach or default and will in no way affect the enforceability of other terms of the Contract.

Effective as of May 2018