



NEW SUPPLIER SETUP

COMPANY INFORMATION

Company Name:	
Business Address:	
Web Address:	
Telephone Number:	
Fax Number:	
Company Type: (<i>Producer / Negotiant / Broker</i>)	
Mailing Address For Billing:	
Primary Billing Contact Name, Title, Phone, Email:	
Primary Order Administer Contact Name, Title, Phone, Email:	
Pick Up/Warehouse Address:	
Primary Pick Up/Warehouse Contact Name, Title, Phone, Email:	
Pick Up Instructions:	
Additional Contact Name, Title, Phone, Email:	
Additional Contact Name, Title, Phone, Email:	

CHECKLIST

	Does your company maintain Business Insurance?	Please Provide Proof of Insurance.	
	Is your company licensed to sell alcohol to a USA Importer?	Please provide Proof of License.	
	Does your company have a JPEG file of your company logo?	Please provide a JPEG file.	
	Does your company have a USA FDA Number?	Please note FDA Number.	
	Does your company accept wire payments	Please provide payment instructions.	
	Company ID (EIN, EORI #, or country equivalent)?	Please provide proof of company registration.	



Does your company apply USA back labels?	Please note yes or no.
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FDA INSTRUCTIONS

If supplier does not have a USA FDA Number, please use the following link to apply for an FDA Number

<http://www.fda.gov/Food/GuidanceRegulation/FoodFacilityRegistration/ucm2006831.htm>

Please note that the FDA requires suppliers to renew their FDA registration every other year, in even numbered years. (2016, 2018, 2020 etc.)

LABEL INSTRUCTIONS

BACK LABEL REQUIREMENTS: (label will be used as the "Legal Label" for COLA approval purposes)
Information required need to obtain label approval in the US:

1. Separate JPEG files for front and back and neck labels are necessary. Please insure scans are as clear as possible and a maximum of 450 KB per file.
2. Text on the back label
 - a. The Brand Name
 - b. General Appellation (e.g. Champagne, Burgundy, Bordeaux, etc.)
 - c. Type of Wine (Red, White, etc.)
 - d. ALC. % BY VOL (This statement must be in type size not larger than two (2) millimeters).
 - e. NET CONTENTS 750 ML (This statement must be in type size not smaller than two (2) millimeters in height).
 - f. Government Warning Label - must be in type size not smaller than two (2) millimeters in height with a
 - g. maximum of 25 characters per 2.5 centimeters (including spaces, punctuation, etc.).
 - h. Contains Sulfites
 - i. Product of XX Country
 - j. Import statement - must be in type size not smaller than two (2) millimeters in height.

Imported by:
KIRKCREST IMPORTS Danville CA 94526
www.kirkcrestimports.com

Please note: The TTB mandates the responsible industry member (the producer and/or supplier) must ensure that the mandatory information on the actual labels is displayed in the correct type size, number of characters per inch, and on a contrasting background in accordance with the TTB labeling regulations, 27 CFR parts 4, 5, 7, and 16, as applicable.

<http://www.ttb.gov/labeling>

3. Front Label
 - A. Brand
 - B. Vintage
 - C. Varietal Designation and or Appellations
 - D. Country of Origin
 - E. ALC. and Net Content Statements
 - F. Do not use the European Pregnancy logo. The TTB does not allow it.

CONTAINER TYPE

Please note if container type is designated as "refer" or "dry". Sparkling wines and champagnes can become volatile due to the buildup of gasses which may be intensified during transport in dry containers. It is incumbent on the supplier to use extra care when selecting packaging for sparkling wines to ensure product will withstand, if so noted on PO, non-refrigerated shipping conditions. LWX will not be responsible for sparkling wine damages due to exploding bottles. All costs associated with defective bottles exploding, including clean up and recovering, will be charged to the supplier.



LATITUDE WINES / KIRKCREST IMPORTS – COMPANY INFORMATION

Company Officers: Karen McDonald Burkhart, Owner/President
Philip Burkhart, Owner/Vice President

Telephone: 925.362.9751 Fax No: 925.362.9754

Email: kmb@latitudewines.com or pab@latitudewines.com

Address: 3000-F Danville Blvd. # 521, Alamo CA 94507

Licensee Name: Latitude Wines, Inc.

Import License No: CA-I-15093
Wholesale License No: CA-P-1514A

TERMS: As agreed

Insurance: We require proof of liability insurance from the producer, indicating type and amount of coverage of insurance. A copy of your insurance must be forwarded to Latitude Wines, prior to receiving PO's from Latitude Wines, Inc. unless otherwise agreed to by Latitude Wines, Inc.

LATITUDE WINES, INC. TERMS AND CONDITIONS as of 04/28/2016

Definitions: "LWX" means Latitude Wines, Inc., its respective affiliated and subsidiary companies, (including Kirkcrest Imports and Corvus3PL) and all of their respective owners, principals, shareholders, partners, joint ventures, officers, directors, agents, servants, employees, predecessors, heirs, successors. "SELLER/SUPPLIER" means the person and/or entity identified as "Vendor" on this form and its respective affiliated and subsidiary companies, and all of their respective owners, principals, shareholders, partners, joint ventures, officers, directors, agents, servants, employees, predecessors, heirs, successors. "PO" means the Purchase Order and these Terms and Conditions.

Contract: LWX and SELLER/SUPPLIER agree that this PO, including all its terms and conditions, constitute a binding contract. By accepting payment and shipping the requested product, SELLER/SUPPLIER agrees to all terms in this PO.

Indemnity: SELLER/SUPPLIER agrees to indemnify LWX, its officers, directors, employees, insurance carriers, retailers and all others having or sharing an interest herein and hold them harmless for any and all liability which arises out of, or is any way connected with SELLER/SUPPLIER'S acts or omissions whether negligent or intentional, including all claims, loss, damage, personal injury or other liability arising out of or resulting directly or indirectly from the performance of this PO. LWX has the right to pursue indemnity of insurance carriers and others having or sharing in an interest herein under its own name. It is further the intent of LWX and SELLER/SUPPLIER that this indemnity clause is enforceable regardless of the existence and/or payment of defense by any and all insurance policies or proceeds, and any payment of money by insurance companies shall not reduce the amounts due under this agreement. It is the intent of LWX and SELLER/SUPPLIER that this indemnity clause should be interpreted consistent with California Law with all ambiguities interpreted in favor of indemnity. SELLER/SUPPLIER further agrees to defend LWX, its officers, directors and employees, retailers, and all others sharing an interest herein, at its own expense and to defend any suit, action or claim brought against LWX founded upon any claim, loss, damage, personal injury or other liability arising out of or resulting directly or indirectly from this PO or the products identified herein. SELLER/SUPPLIER'S duty to defend arises immediately upon claim of liability, regardless of any finding of fault to be made in the course of the litigation for which this defense is owed. SELLER/SUPPLIER also agrees to pay to reimburse LWX, its officers, directors, retailers, employees and all others sharing an interest herein, including but not limited to any insurance companies defending LWX, for any and all reasonable attorney's fees and/or court costs, and the fees and expenses of any expert or expert witnesses involved therewith which may be paid or incurred in defending against any claim, loss, damage, personal injury or other liability arising out of or resulting directly or indirectly from SELLER/SUPPLIER acts or omissions in the performance of this PO. SELLER/SUPPLIER agrees that LWX has the right to choose counsel of its choice to be paid for by SELLER/SUPPLIER per this agreement.



Material Terms: This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. No person or Party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation or promise by any Party hereto which is not contained herein shall be valid or binding. The terms of this PO are all material and are set forth in this document. This PO is also conditional on the SELLER/SUPPLIER'S acceptance of it without modification. Accepting payment and shipping the requested product constitutes your agreement to the terms herein. Any such changes, additions, deletions, or modifications of any type can only be done in writing signed by authorized representatives of LWX.

Remedies: Remedies are cumulative and in addition to those provided by law. LWX's remedies include incidental and consequential damages. LWX may reject shipments that are non-conforming.

Inspection/Testing/Rejection: LWX's payment does not constitute acceptance of the product in any manner. SELLER/SUPPLIER agrees that LWX has the right to inspect all goods at any time. LWX has the right to reject not conforming products. Any such inspection does not relieve SELLER/SUPPLIER of its contractual obligations. LWX's failure to discover or uncover a non-conformance does not constitute a waiver or an excuse to the SELLER/SUPPLIER. Inspection and acceptance of product does not relieve SELLER/SUPPLIER of liability for latent defects, latent non-conformance, and other latent problems. The risk of loss for non-conformance remains with the SELLER/SUPPLIER. To the fullest extent allowed by law, LWX reserves the right to return to SELLER/SUPPLIER any goods that are in violation of any of the terms, conditions, warranties, or requirements of any purchase order issued by LWX to SELLER/SUPPLIER.

All goods must be adequately contained, packaged, and labeled so as to satisfy all legal and commercial requirements for such goods, will include legible UPC Product Codes on the outside of all packaging, as well as the following on one side of each case: SKU number, product description, expiration date, pack/size, and production lot number/pack date. Packaging requirements may be modified or waived only upon consent from LWX.

Choice of Law: By completing this transaction, the SELLER/SUPPLIER agrees to submit itself to the jurisdiction of the State of California. For any and all purposes relating to this agreement, SELLER/SUPPLIER agrees that this PO was entered into and performed in the United States of America, The State of California, County of Contra Costa. This agreement is to be governed by the laws of the State of California. If there is a claim or dispute of any type, arising, either in whole or in part, out of this Agreement or the product(s), LWX and SELLER/SUPPLIER agree that venue shall be the Superior Court in and for Contra Costa County or The United States District Court in and for the Northern District of California.

Harmful Ingredients: SELLER/SUPPLIER is required to notify LWX immediately upon discovery of any harmful ingredients or defects in any of the SELLER/SUPPLIER'S products. Such notification shall be done at the time SELLER/SUPPLIER agrees to sell the product or as soon as possible after SELLER/SUPPLIER discovers or learns of such ingredients.

Set Off: If SELLER/SUPPLIER owes LWX any money for any reason, LWX is entitled to a set off against this PO. LWX can deduct from the amount it owes under this PO any such amount owed by SELLER/SUPPLIER to LWX.

Severability: If any provision, or any part of any provision, of this Agreement is, for any reason, held to be invalid, unenforceable, or contrary to any public policy, law, statute or regulation, then the remainder of this Agreement shall not be affected thereby, and shall remain valid and fully enforceable.

Substitutions: SELLER/SUPPLIER is prohibited from substituting product in any manner without the express authorization of LWX.

Warranties: SELLER/SUPPLIER warrants that the products that it is selling under this PO are free from defects in material and workmanship, meet all specified criteria, and comply with all of the laws of United States of America & each of its states. All Statements made by the SELLER/SUPPLIER constitute warranties. All literature by the SELLER/SUPPLIER constitute warranties. SELLER/SUPPLIER warrants that the product complies with all warranties of merchantability and fitness for a particular purpose. SELLER/SUPPLIER warrants that the product has adequate packaging and labeling. SELLER/SUPPLIER warrants that all products will be delivered with a reasonable shelf life remaining as agreed upon in advance and based on the type and nature of the product and will have legibly printed on all packages coding information according to a coding method agreed upon in advance; in the absence of any special agreement, all goods shall bear legible UPC product codes on the outside of all packaging; SELLER/SUPPLIER warrants that any goods sold shall be consistent with any samples submitted and shall be of uniform kind, quality, quantity, and net weight within each unit and among all units sold pursuant to said purchase order. SELLER/SUPPLIER warrants that it has good title to and full right to dispose of any goods sold, such goods are free of security interests or other encumbrances, and do not infringe upon any patent, copyright, trademark or any other rights belonging to others and that it has legal title to the product to enter into this PO. SELLER/SUPPLIER warrants that it has valid insurance. SELLER/SUPPLIER warrants that the product under this Purchase Order complies with all relevant federal, state and local laws, orders, rules, ordinances, and regulations and is in compliance with applicable international prohibitions on child labor. SELLER/SUPPLIER certifies that with respect to the production of the articles and/or the performance of the services covered by this PO, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable. SELLER/SUPPLIER warrants that in the performance of this PO, it will comply with all applicable U. S. Food and Drug Administration and U.S. Customs regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations; and SELLER/SUPPLIER further agrees to save LWX harmless from any loss, damage, fine, penalty, or expense whatsoever that LWX may suffer as a result of SELLER/SUPPLIER'S failure to comply with this warranty.