

PENNSYLVANIA LIQUOR CONTROL BOARD WHOLESALE TERMS OF SALE FOR WINE, SPIRITS, AND OTHER PRODUCTS

1. SCOPE

These Terms of Sale shall be the exclusive agreement between you (“Licensee” or “Purchaser”) and the Pennsylvania Liquor Control Board (“PLCB” or “Wholesaler”) for sales and purchases at wholesale of wine, spirits, and other products (collectively, “Products”). This agreement is in consideration of the mutual covenants contained in it. Purchaser and Wholesaler acknowledge receipt and sufficiency of the consideration to this agreement and intend for it to be legally binding.

2. DEFINITIONS

As used in these Terms of Sale, the words and phrases listed below will be construed to have the following meanings:

“Licensee” or “Licensees” – shall mean any licensee made eligible by section 305(b) of the Pennsylvania Liquor Code, 47 P.S. § 3-305(b), to purchase wine and spirits from the PLCB at a Wholesale Discount for purposes of reselling such wine and spirits under the authority of its license.

“Product” or “Products” – shall mean all wine, spirits, and other products offered for sale by the PLCB. This word shall generally be construed to include Special Order Products, unless otherwise expressly noted.

“Purchaser” – shall mean “Licensee” or “Licensees” as previously defined herein.

“Special Order Products” – shall mean any Products that are not listed as part of either the PLCB’s “Retail Consumer Product Catalog” or “Wholesale Product Catalog” and which have been designated as being available only on a special order basis by the PLCB.

“Specialized Wholesale Purchasing Programs” – shall mean purchasing programs offered exclusively to Licensees of the PLCB, including Planned Sales Events, One-Time Buys, and Direct Purchase Requests. The term does not include “Special Order Products” as otherwise defined above.

“Retail Consumer Product Catalog” – shall mean the assortment of Products, other than Special Order Products, actively marketed by the PLCB as being available for purchase by retail consumers.

“Wholesaler” – shall mean the Pennsylvania Liquor Control Board or PLCB.

“Wholesale Discount” – shall mean a discount of ten percent off the retail price of any wine or spirits products for which such a discount is authorized under the Pennsylvania Liquor Code.

“Wholesale Product Catalog” – shall mean the assortment of Products, other than Special Order Products, actively marketed by the PLCB as being available for purchase by Licensees. This includes all Products within the Retail Consumer Product Catalog as well as additional Products (whether consisting of different types, sizes, and/or varieties) not actively marketed to retail consumers.

3. PRODUCT AVAILABILITY

The PLCB shall sell to Licensees any Products that are listed within the PLCB’s Retail Consumer Product Catalog or its Wholesale Product Catalog, or that are otherwise made available by the PLCB as a Special Order Product or through its Specialized Wholesale Purchasing Programs, subject to these Terms of Sale.

All Products offered for sale by the PLCB are subject to availability at the time of placing an order. Product availability is subject to change without notice.

Product age statements, proofs, bottle shapes and labels may vary from time to time due to available inventory and/or manufacturer or supplier changes.

In order to better ensure the equitable distribution of Products, the PLCB reserves the right to place limits on the quantity of products that may be purchased by any one Licensee and/or at any one time.

The PLCB also reserves the right to refuse to process orders for Special Order Products that are substantially similar to Products already available within the PLCB’s Retail Consumer Product Catalog and/or Wholesale Product Catalog or if the PLCB believes said products should be made available generally, in accordance with Section 305(a.1) of the Pennsylvania Liquor Code, [47 P.S. § 3-305\(a.1\)](#).

The PLCB also reserves the right to make any Product procured at the specific request of a Licensee, either as a Special Order Product or through its Specialized Wholesale Purchasing Programs, available for purchase by other Licensees or in general in order to comply with the prohibition against selling “private label” products as set forth in section 207(b)(9) of the Liquor Code, [47 P.S. § 2-207\(b\)\(9\)](#).

Additionally, although certain Products in the PLCB’s Wholesale Product Catalog are not actively marketed as being available to retail consumers, the PLCB reserves the right to fulfill retail consumer requests for those Products in order to comply with applicable law.

4. PRODUCT PRICING AND DISCOUNTS

Pursuant to section 305 of the Pennsylvania Liquor Code, [47 P.S. § 3-305](#), Licensees are generally eligible to receive a Wholesale Discount on any wine or spirits products sold by the PLCB; however, Special Order Products and non-alcoholic beverage products are not eligible for the Wholesale Discount.

The PLCB, to the extent authorized by law, shall have the sole authority to set the retail price for any product that it sells prior to calculating the Wholesale Discount. Posted or advertised retail prices of all Products are subject to change at any time and without advance notice; however, where feasible, the PLCB will make every effort to provide reasonable notice in advance of a price change. Any retail price changes that are made to a wine or spirits product, other than a Special Order Product, will also correspondingly impact pricing for Licensees due to the manner in which the Wholesale Discount is calculated.

Unless otherwise specified by the PLCB, Licensees are not eligible for any other discounts offered by the PLCB, including but not limited to discounts offered to retail consumers under the PLCB's customer relationship management program authority.

Additionally, posted or advertised prices for Products are not subject to negotiation.

Pricing for Special Order Products is primarily at the discretion of the supplier, subject to Section 305(a) of the Pennsylvania Liquor Code, [47 P.S. § 3-305\(a\)](#).

5. PRODUCT PRICING ERRORS

The PLCB is not responsible for any typographical errors or incorrect prices appearing in/on any PLCB physical store location, online ordering platform, or other advertisement. Errors will be corrected when and where discovered. The PLCB reserves the right to reject or cancel orders placed for any Products advertised at an incorrect price or involving rebates, sales, or promotions containing incorrect information or typographical errors. The PLCB further reserves the right to reject or cancel any such order in whole or in part, regardless of whether a Licensee's order has been confirmed and/or the Licensee's payment method has been processed. If a Licensee's payment method has been processed prior to their order, or any portion thereof, being rejected or canceled due to a pricing error, the PLCB will issue a credit back to the Licensee's original payment method in the amount of the charge. The Licensee's banking or credit card institution will control when the amount is credited to the Licensee's account.

6. TAXES

Licensees are required to pay all applicable taxes on Products purchased from the PLCB.

The statutorily mandated 18% emergency liquor tax is already reflected within the posted price of all wine and spirits products sold by the PLCB, other than Special Order Products, and is not separately assessed.

Pursuant to applicable law, all qualifying sales made by the PLCB, including sales made at wholesale, are subject to the applicable state sales and use tax (currently 6%), as well as any applicable local sales tax (currently 2% in Philadelphia and 1% in Allegheny County), in effect at the time of the transaction. In accordance with guidance from the Pennsylvania Department of Revenue, local sales and use tax are collected by the PLCB based on the location of a Licensee's premises, or based on where the wholesale transaction takes place, as appropriate depending on the method of order placement that is utilized.

Delivery, shipping, and handling fees are subject to sales tax.

Assessment and collection of taxes on Special Order Products shall be in accordance with Section 305(a) of the Pennsylvania Liquor Code, [47 P.S. § 3-305\(a\)](#).

7. ORDER PLACEMENT

Licensees may place wholesale orders for Product by using the Licensee Online Ordering Portal ("LOOP"), buying at [FineWineAndGoodSpirits.com](#) ("FWGS.com"), engaging in electronic data interchange ("EDI," when made available by PLCB), or by walking into a physical PLCB store or licensee service center ("LSC") location.

LOOP

LOOP is the PLCB's preferred method for Licensee order placement because it allows for orders to be received and processed in the most efficient manner. LOOP also provides Licensees with the ability to track and monitor order history. LOOP orders can be placed for delivery (subject to quantity thresholds) to a non-PLCB location or PLCB-location as agreed upon by the parties. Licensee participation in LOOP is subject to the [LOOP Terms of Use](#), which among other things, requires establishment of a LOOP account and the provision of Automated Clearing House ("ACH") account and/or credit card information to be maintained on file.

FWGS.com

Use of FWGS.com is subject to the [FWGS.com Terms of Use](#). If placing orders on FWGS.com, Licensees are required to establish an account and provide a valid credit

card as their method of payment. Licensees must also supply their Licensee Identification Number (“LID”), which needs to be active and valid, in order to receive the Wholesale Discount. FWGS.com orders can be shipped to physical PLCB store locations or non-PLCB locations. Certain Products available on FWGS.com are subject to purchase limitations, including but not limited to wine and spirits sold exclusively on FWGS.com and through Limited-Release Lotteries. Bordeaux Futures sold on FWGS.com are not available for purchase under an LID.

EDI

Licensees wishing to use EDI ordering must contact the PLCB in advance to be onboarded to the EDI system, when the PLCB makes it available. Utilizing the EDI system may require Licensees to develop or procure, at their own expense, the appropriate technology to enable EDI capability.

Walk-in Purchases

Licensees wishing to make walk-in purchases at a PLCB physical location may do so at any Fine Wine & Good Spirits retail store or LSC without placing an order in advance. However, Licensees are encouraged to place orders in advance using one of the alternative methods discussed above to better account for product availability and to allow for a more efficient customer experience. The PLCB also reserves the right to delay and/or refuse to fulfill large or disruptive Licensee walk-in transactions to ensure equitable service and distribution of available product to other Licensees and retail consumers.

8. ORDER PROCESSING AND ACCEPTANCE

The posting or advertisement of any Products for sale by the PLCB in a physical store location or through an online or other electronic ordering platform is an opportunity for Licensees to submit an order to purchase the Products at the posted or advertised prices. Submission of an order relative to any Products will be considered an offer to purchase the Products at the posted or advertised prices. Except as otherwise set forth herein with regard to Specialized Wholesale Purchasing Programs, an order or offer to purchase the Products at the posted or advertised prices will not be considered accepted until the Products are delivered to the Licensee or its designated agent at the location and time agreed upon by the parties. The PLCB reserves the right to reject or cancel an order in whole or in part at any time for any reason. Any payments made by a Licensee for an order, or any portion thereof, that is rejected or cancelled by the PLCB shall be refunded accordingly.

9. METHODS OF PAYMENT

Payment for any order placed by a Licensee must be made by cash, check, credit card, or ACH transfer, subject to the specific requirements for the manner of order placement that is utilized.

Payments for any orders placed by a Licensee must be made by the Licensee and/or from their authorized accounts. Payments made by third parties, such as management companies or transporters-for-hire, from their own accounts will not be accepted, as these businesses are not legally permitted to independently purchase and resell alcoholic beverages in Pennsylvania.

For any orders placed through an online or other electronic platform, a Licensee's authorized ACH account or credit card will not be charged until the time of shipment or delivery/pickup, depending on the specific ordering platform being utilized and the manner of Product delivery and/or receipt selected by the Licensee, at which time full payment for the order is immediately due and the Licensee's ACH account or credit card will be charged accordingly.

For walk-in orders placed by Licensees at a physical PLCB store location, full payment is immediately due at the time of the in-store transaction.

Under no circumstances will the PLCB subsidize purchases and/or extend credit to Licensees by giving free Product, accepting partial payments for Product, allowing for delayed payments for Product, and/or through any other means.

The PLCB reserves the right to impose additional fees in situations where the method of payment provided by a Licensee is unable to be processed due to having insufficient funds present in an authorized ACH account and/or when invalid credit card information is provided. The PLCB also reserves the right to suspend the use of specific payment methods for Licensees who demonstrate a pattern or history of issues involving insufficient funds and/or providing invalid credit card information. This is in addition to the specific remedies set forth in section [47 P.S. § 3-305\(c\)](#).

10. DELIVERY OPTIONS FOR ORDERS PLACED IN ADVANCE

The PLCB offers Licensees a variety of delivery options to choose from when placing orders in advance using an online or electronic ordering platform, including delivery to a PLCB store location for pickup or direct delivery to an authorized non-PLCB location. These delivery options are further explained below.

Note that the PLCB reserves the right to select the appropriate delivery option for Licensees in instances where the size and nature of the order make it more operationally feasible for the PLCB to use its preferred delivery method over the delivery method selected by the Licensee.

Pickup at a PLCB FW&GS Retail Location or LSC

When placing orders via LOOP, FWGS.com., or EDI, Licensees may choose to have orders made available for in-store pickup at any of the PLCB's FW&GS retail store or LSC locations across the Commonwealth. For larger orders, the PLCB prefers that Licensees designate an LSC for pickup, as these locations are better equipped to process such orders and allow for easier loading.

Licensees may also elect to have orders for Special Order Products delivered to any of the PLCB's FW&GS retail store or LSC locations across the Commonwealth.

Direct Delivery

The PLCB also offers several direct delivery options for Licensees through its Licensee Delivery Program ("LDP"), for orders that exceed 20 full cases and originate from one of the PLCB's Distribution Centers ("DCs"). These delivery options are as follows:

- Direct-Store-Delivery ("DSD"), through which the PLCB will deliver full-case, palletized orders directly to Licensees;
- DC-to-DC Delivery, through which the PLCB will deliver full-case, palletized orders to a properly licensed DC location designated by the Licensee;
- Trailer Drop, through which the PLCB will load full-case, palletized orders onto a pre-positioned trailer, which is owned or leased by the Licensee's designated transporter-for-hire, at a PLCB DC.

All deliveries made through the LDP are scheduled to occur on designated delivery days.

In order to participate in the LDP, Licensees must complete a separate registration process, and any orders to be delivered through LDP must be placed using either LOOP or EDI.

Deliveries made through the LDP are subject to delivery and handling fees as set forth in the fee schedule communicated to LDP participants.

In select locations, the PLCB also offers mixed-case direct delivery originating from its LSCs, which are also subject to delivery fees as set forth in the fee schedule communicated by the PLCB. As with LDP deliveries, all mixed-cased deliveries are scheduled to occur on designated delivery days.

Direct Delivery of Special Order Products may be offered at the discretion of suppliers and subject to any shipping or delivery fees imposed by the suppliers.

Licensee orders placed through FWGS.com may also be designated for shipment to a Licensee's place of business or another properly licensed location designated by the Licensee.

The PLCB also reserves the right to charge a redelivery fee of up to 12.5% of the total dollar value of the items purchased, if the licensee is unable to accept delivery at the originally agreed upon date and time.

Questions regarding available pickup or delivery options may be directed to the PLCB's Bureau of Wholesale Operations at ra-lbwholesale@pa.gov.

11. RIGHT OF INSPECTION, RECEIPT OF PRODUCT, AND TITLE TRANSFER

For all walk-in purchases occurring at a PLCB physical store location, Licensees are expected to reasonably inspect any Products being purchased for obvious damage, errors, non-conformities, or defects, prior to the time of completing their purchase. Once a Licensee has completed a walk-in purchase, all title to the Product and liability for the same shall pass to the Licensee.

Any damage, errors, non-conformities, or defects discovered after completion of the sales transaction shall be handled through the return process and are subject to the applicable return requirements discussed herein.

For all orders, except orders for Special Order Products, placed by Licensees using an online or other electronic platform, including LOOP, FWGS.com, or EDI, and which have been accepted by the PLCB, Licensees (either directly or through their authorized agents) shall have the right to reasonably inspect the Products, when delivered to them by the PLCB, for obvious damage, errors, non-conformities, or defects prior to acknowledging receipt of the Product. Upon such reasonable inspection, Licensees (or their authorized agents) may reject the Products delivered due to any obvious damage, errors, non-conformities, or defects that are discovered at that time. Licensees shall also be given an additional 48 hours from the time of acknowledging receipt of the Products to notify the PLCB of any additional damage, errors, non-conformities, or defects discovered during that window of time and to reject the Product only for these stated reasons. Once this 48-hour period has expired, the sales transaction shall be considered fully completed and all title to and liability for any non-rejected Product shall pass to the Licensee.

Any damage, errors, non-conformities, or defects discovered after completion of the sales transaction shall be handled through the return process and are subject to the applicable return requirements discussed herein. The PLCB is not responsible for any

damage to Product that is caused while in the custody and care of a Licensee prior to or after the passage of title to the Licensee.

Right of inspection, receipt of Product, and title transfer for Special Order Products shall be as set forth in Section 305(a) of the Pennsylvania Liquor Code, [47 P.S. § 3-305\(a\)](#).

12. PRODUCT RETURNS

Product returns from Licensees shall only be accepted for ordinary and usual commercial reasons as set forth in the PLCB's Regulations at [40 Pa. Code §§ 11.231 to 11.238](#). Additional conditions for product returns by Licensees, including but not limited to the amounts to be refunded, required documentation, and applicable handling fees, shall be as set forth in the PLCB's Regulations at [40 Pa. Code § 11.231](#).

Returns involving Special Order Products shall also be subject to the conditions as set forth in the PLCB's Regulations at [40 Pa. Code § 11.239](#).

The [PLCB Licensee Returns Policy](#) is also available online.

13. PRODUCT REPURCHASES BY PLCB

In certain circumstances as set forth in the PLCB's Regulations at [40 Pa. Code §§ 9.112 - 9.113](#), the PLCB will consider requests from Licensees for the PLCB to repurchase Products, other than Special Order Products, that are not otherwise eligible for return. Repurchase decisions shall be at the sole discretion of the PLCB, based on its operational business needs, as set forth in the PLCB's Regulations at [40 Pa. Code § 9.114](#). Repurchase requests should be directed to the PLCB's Bureau of Wholesale Operations at ra-lbwholesale@pa.gov.

14. SPECIAL ORDER PRODUCTS

As previously indicated, Licensees may purchase Special Order Products from the PLCB. To purchase Special Order Products via LOOP, Licensees must work directly with the supplier, which will place an order for the desired Special Order Product in LOOP on the Licensee's behalf. The Licensee will then be required to approve the order before the transaction can be processed and fulfillment completed.

Special Order Products are not eligible for the Wholesale Discount.

Suppliers may ship Special Order Products to any FW&GS retail store or LSC, or directly to Licensees, once payment has been received by the PLCB and authorization

for the delivery is provided. The PLCB will process a Licensee's payment for Special Order Products when shipment or delivery is confirmed by the supplier.

The PLCB bears no responsibility for any costs or terms related to Special Order Products or shipments/deliveries other than as set forth herein. Any issues concerning Special Order Products, including returns, must be handled between the Licensee and the supplier, with the assistance of the PLCB's Special Order Department.

Additional information and terms concerning Special Order Products can be found in Section 305(a)-(a.1) of the Liquor Code, [47 P.S. § 3-305\(a\)-\(a.1\)](#), as well as in the PLCB's "[Special Order Program Guide](#)."

SPECIALIZED WHOLESALE PURCHASING PROGRAMS

The PLCB makes a variety of Specialized Wholesale Purchasing Programs available to Licensees, including Planned Sales Events ("PSE"), One-Time Buys ("OTB"), and Direct Purchase Requests ("DPR"). Each of these programs are offered as follows:

- PSEs** - The PLCB conducts PSEs, or per unit discounts/promotional sales for hundreds of Products, other than Special Order Products, each month. PSE offers are communicated to large-volume Licensees via email typically 22 weeks prior to the planned promotional pricing, at which time Licensees are given the opportunity to make firm commitments to purchase specific quantities of the Products being offered based on available forecasting data. During the time period specified by the PLCB as part of the PSE, the Licensee will be required to complete purchases of orders through LOOP based on the quantities it has committed to purchasing in order to allow for appropriate payment and processing.

- OTBs** - The PLCB purchases certain products from its suppliers on an OTB-basis, meaning these Products are not consistently carried by the PLCB and/or are vintage/production-specific items. The PLCB sometimes gives Licensees the opportunity to preorder specific volumes of OTB Products that the PLCB is already otherwise attempting to procure from its suppliers.

- DPRs** - Licensees may request that PLCB source and procure specific Products not currently offered by the PLCB. The decision to grant any DPR is at the sole discretion of the PLCB. The PLCB reserves the right to determine the assortment strategy for the requested item(s) (e.g.,

whether it will be made available only via Special Order or as part of the PLCB's Retail Consumer Product Catalog and/or Wholesale Product Catalog, etc.). DPRs require a minimum quantity of 50 cases for the initial order. Products obtained through DPRs will be available for purchase by any other customer, although the Licensee initially requesting the item will be given priority to receive its requested quantities, if available.

The following specific terms of sale shall apply and shall be in addition to the general Terms of Sale otherwise set forth herein, for any orders placed through a Specialized Wholesale Purchasing Program.

The PLCB agrees to rely on the Licensee's advanced commitment to purchase when ordering Products from its suppliers as part of a Specialized Wholesale Purchasing Program in exchange for the Licensee's agreement to purchase and take delivery of/pick up the full amount of saleable Product to which they have committed to purchasing or any lesser amount thereof procured by the PLCB in reliance on such commitment. The Licensee further agrees that any failure to honor its advanced commitment to purchase will subject the Licensee to the order cancellation and handling fees set forth herein.

Upon notification of a Specialized Wholesale Purchasing Program purchasing opportunity, the Licensee will have five business days to make a firm commitment to purchase. While the Licensee will have the opportunity to rescind and/or make modifications to its order within this five-business-day window, no rescission or modifications are permitted once this time period has elapsed. The Licensee's most recent order communication prior to the expiration of the fifth business day will be accepted by the PLCB as an irrevocable commitment by the Licensee to purchase the full quantity of Product specified therein or any lesser amount thereof procured by the PLCB in reliance on such commitment.

Once an irrevocable commitment to purchase Product has been accepted, the PLCB will exercise reasonable and good faith efforts to procure the Product and/or quantities requested from its suppliers. The PLCB cannot make any guarantees regarding the availability of Product and/or specific quantities. The PLCB also reserves the right to limit the volume of Product that each Licensee may order as part of a Specialized Wholesale Purchasing Program offer based on available supply, demand amongst other Licensees, and the need to ensure availability of Product to retail consumers.

After ordering and receiving the requested Product from its suppliers, the PLCB will notify the Licensee when the Product is available for delivery and/or pickup along with the specific quantities being made available to the Licensee. The Licensee will then have 30 calendar days to schedule delivery/pick up of the Product, unless the product is on PSE, in which case the licensee must complete order, purchase and acquisition of its full commitment of the product within the predefined PSE time window. The payment method provided by the Licensee will not be charged until the time of delivery/pick up.

If a Licensee fails to schedule delivery/pick up per above, the PLCB will cancel the order, and the Licensee will not be charged for the Product (title to which shall never pass to the Licensee). However, the Licensee shall be required to pay a 15% handling fee on any order canceled for this reason. Such fee will be calculated against the total wholesale price of the Product ordered by the Licensee and is not subject to state or local sales tax. For any order canceled for this reason involving a non-bailment Product (i.e., a product the PLCB would not have acquired if not for the specific licensee request and therefore has no plans to otherwise distribute), the Licensee shall be required to pay an additional order cancellation fee equal to the full wholesale price of the Product ordered by the Licensee (which shall not be subject to state or local sales tax), and the Licensee shall not have any rights or claim to the Product. For any cancelled order involving a non-bailment, the PLCB shall have the discretion to either destroy the Product or attempt to sell the Product to someone else. In the event the PLCB sells the Product (or a portion thereof) to someone else, the Licensee whose order was cancelled will receive a credit of the cancellation fee (or a percentage of the cancellation fee in proportion to the amount of Product sold) less a 15% handling fee.

The provisions of these Terms of Sale regarding "Right of Inspection, Receipt of Product, and Title Transfer" as well as "Product Returns" shall be applicable to Products purchased through a Specialized Wholesale Purchasing Program. However, under no circumstances shall a Licensee be permitted to reject or return Product because of overordering or other ordering errors on the part of the Licensee.

Notwithstanding any of the foregoing, the PLCB reserves the right to modify the terms and conditions of any Specialized Wholesale Purchasing Program offer at any time based on its own operational needs and/or because of Product changes made by a supplier, including but not limited to pricing, available quantities, and timing of when product will be delivered to the PLCB. The PLCB also reserves the right, within its sole discretion, to allow Licensees to make modifications to previously accepted irrevocable order commitments impacted by any modification to a Specialized Wholesale Purchasing Program offer initiated by the PLCB.

Licensees interested in receiving communications concerning Specialized Wholesale Purchasing Program opportunities may contact the PLCB's Bureau of Wholesale Operations at ra-lbwholesale@pa.gov.

15. RIGHTS TO PURCHASE AND RESELL PRODUCTS

In order to purchase Products from the PLCB for purposes of resale, a Licensee must have a valid qualifying license in good standing. Should a Licensee's license become temporarily or permanently invalid, through non-renewal, suspension, revocation, or for any other reason, the PLCB will not process any new or pending orders from such Licensee. However, this will not relieve the Licensee and/or any successor in interest from any previously incurred debts or obligations owed to the PLCB relative to Product purchases. Further, Licensees are generally prohibited from attempting to resell any alcoholic beverage Products without a valid license, unless expressly permitted to do so pursuant to an exception under application law.

16. FORCE MAJEURE

Neither Purchaser nor Wholesaler will incur any liability to the other if its performance of any obligation under these Terms of Sale is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include but are not limited to the following: acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity; severe weather conditions; civil disorders; natural disasters; fire; epidemics, pandemics, and quarantines; acts of terrorism; labor strikes; and freight embargoes.

17. LIMITATION OF LIABILITY

IF A LICENSEE DISAGREES WITH THESE TERMS OF SALE, THEIR SOLE AND EXCLUSIVE REMEDY IS TO NOT PROCEED WITH PLACING AN ORDER FOR PRODUCTS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE PLCB OR ITS MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUPPLIERS BE LIABLE TO A LICENSEE OR ANY THIRD PARTY FOR ANY LOSSES OR DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM ANY PRODUCTS OFFERED FOR SALE BY THE PLCB, EVEN IF SUCH LOSSES OR DAMAGES WERE FORESEEABLE OR THE PLCB WAS MADE AWARE OF OR SHOULD HAVE REASONABLY KNOWN OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

THESE LIMITATIONS SHALL APPLY TO ANY CAUSE OF ACTION, REGARDLESS OF WHETHER IT IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THESE LIMITATIONS SHALL NOT APPLY TO LIMIT THE LIABILITY OF ANY MANUFACTURERS OR SUPPLIERS (OTHER THAN THE PLCB) OF PRODUCTS OFFERED FOR SALE BY THE PLCB, TO THE EXTENT THAT SUCH MANUFACTURERS OR SUPPLIERS HAVE MADE THEIR OWN REPRESENTATIONS OR WARRANTIES RELATIVE TO SPECIFIC PRODUCTS.

18. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

THE PLCB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS THAT IT OFFERS FOR RESALE AS A WHOLESALER. TO THE EXTENT PERMITTED BY LAW, ALL SUCH REPRESENTATIONS OR WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. THIS DISCLAIMER DOES NOT APPLY TO ANY REPRESENTATIONS OR WARRANTIES THAT MAY BE OFFERED OR PROVIDED BY MANUFACTURERS OR SUPPLIERS (OTHER THAN THE PLCB) RELATIVE TO PRODUCTS OFFERED FOR RESALE BY THE PLCB.

19. INDEMNIFICATION AND DEFENSE

To the extent permitted by applicable law, and except as otherwise indicated herein, Licensees making purchases from the PLCB agree to defend, indemnify, and hold harmless the PLCB, its members, employees, agents, contractors, and suppliers from and against any and all claims, suits, damages, losses, liabilities, and costs and expenses (including attorney fees) arising from or related to the products being purchased.

20. GOVERNING LAW

Any disputes arising from these Terms of Sale, or any activity related thereto, shall be governed by the laws of the Commonwealth of Pennsylvania. By engaging in business activities with the PLCB, Licensees submit to the exclusive personal jurisdiction and venue of the administrative bodies and/or courts located in Dauphin County, Pennsylvania.

21. AVAILABLE DEFENSES

The PLCB expressly reserves the right to assert any available defenses to claims arising from these Terms of Sale or any activity related thereto, including but not limited to the defense of sovereign immunity.

22. DURATION AND CHANGES, REPLACEMENT, OR TERMINATION

The Terms of Sale shall remain in effect unless and until updated, replaced, or terminated by the PLCB.

These Terms of Sale shall be subject to change, replacement, or termination at any time at the sole discretion of the PLCB. However, the PLCB will make best efforts to provide reasonable notice of at least 30 days prior to any change to or replacement or termination of these Terms of Sale becoming effective.

If these Terms of Sale are updated, replaced, or terminated, this shall not limit the PLCB's rights in defending against any claims arising from such Terms of Sale. The Terms of Sale in effect at the time of an order being placed will govern any disputes concerning such order.

23. SEVERABILITY

In the event that any specific provision or portion of these Terms of Sale is deemed to be invalid by an administrative body and/or court having jurisdiction over matters of this nature, this shall not serve to invalidate the other provisions or portions of these Terms of Sale, which shall continue to be valid and enforceable.

24. CONTACT INFORMATION

Questions concerning these Terms of Sale may be submitted to the PLCB's Bureau of Wholesale Operations at: ra-lbwholesale@pa.gov; or via regular mail to: Pennsylvania Liquor Control Board, 603 Northwest Office Building, Wholesale Operations, Harrisburg, PA 17124 Re: Wholesale Terms of Sale for Wine, Spirits, and other Products.

By completing and submitting an order for Products in any manner set forth in these Terms of Sale, Licensees acknowledge their understanding of and agreement to be bound by these Terms of Sale.