

## **WAREHOUSE RECEIPT (NEW YORK)**

PETIT POIS CORP. d/b/a FLEET STREET WINE MERCHANTS  
521 5<sup>th</sup> AVENUE, UNIT 7, FLOOR 17  
NEW YORK, NY 10175

**THIS IS TO CERTIFY** that Petit Pois Corp. (“**Fleet Street Wine Merchants**” or the “**Warehouseperson**”) has received in storage at its warehouse storage unit [“Alba Wine and Spirits Warehousing and Distribution, 31 Saw Mill Pond Rd, Edison, NJ 08817” or the “**Subwarehouse**”] for the account of \_\_\_\_\_ (“**Depositor**”), whose New York liquor license number is \_\_\_\_\_, the goods and merchandise (the “**Inventory**”) described in **Appendix A**, subject to all the terms and conditions contained in this Warehouse Receipt, including the Terms and Conditions appended hereto as **Appendix C**.

Storage of the Inventory is to be at the rate described in **Appendix B**. The storage period shall begin as specified in **Appendix A** (the “**Start Date**”) and end as specified in **Appendix A** but shall be no later than 18 months from the Start Date (the “**End Date**”).

The Inventory shall be delivered to Depositor upon payment to Warehouseperson of all storage, handling, and other charges. Delivery shall be made to Depositor’s licensed New York premises or Depositor’s permitted New York warehouse.

This Warehouse Receipt is valid only when signed by an authorized officer of Warehouseperson. **THIS WAREHOUSE RECEIPT, INCLUDING ITS TERMS AND CONDITIONS, IS NON-NEGOTIABLE.**

**PETIT POIS CORP.**

By: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**[DEPOSITOR]**

By: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**APPENDIX A**

**INVENTORY**

<b>INVENTORY SCHEDULE</b>								
Brand Name	SKU	Cases #	Units/Case	Size/Unit (ml)	Type of Beverage	Vintage or VV	Start Date	End Date

**APPENDIX B**

**RATES**

<b>Fee</b>	<b>Rate</b>
Storage Fee	<p>\$0.80 per case with a \$7.50 minimum per SKU, calculated based on inventory on hand at the expiration of the final calendar day of each month.</p> <p>If inventory is liquidated within the first calendar month of the contract only, \$7.50 minimum per SKU will apply despite zero month-end cases on hand.</p>
Delivery Fee	\$25 per delivery. Fee will be waived if Bill and Hold delivery represents 5 cases or \$500 worth of Inventory

## APPENDIX C

# TERMS AND CONDITIONS

## 1. TENDER OF INVENTORY

- A. All Inventory tendered to Warehouseperson for handling or storage shall be properly marked and packed for handling or storage. Inventory may be stored in bulk or sorted Cases, in general storage at the discretion of Warehouseperson or Subwarehouseperson (as herein defined) and will be charged accordingly.
- B. "Case" as used herein means the unit or units of Inventory for which a separate account is to be kept by Warehouseperson. Delivery of all or any of the units of a Case shall be made without subsequent sorting.
- C. Warehouseperson undertakes to store and deliver goods only in the packages in which they are originally received.
- D. Inventory covered by this Warehouse Receipt is considered fungible and may be stored and commingled by Warehouseperson with other alcoholic beverages that meet the description under the headings in the Inventory Schedule in storage with Warehouseperson and need not be kept separate or identifiable as the goods of Depositor. Delivery to Depositor of an equivalent number of units of Inventory meeting the aforesaid description shall constitute full performance by Warehouseperson of its obligations hereunder. Any Inventory designated as "VV" is explicitly interchangeable with other Inventory of the same brand and container size that are also designated as "VV," regardless of the vintage.

## 2. STORAGE PERIOD AND CHARGES

- A. Unless otherwise provided, the storage period begins on the date Warehouseperson accepts Depositor's order of Inventory, regardless of unloading or storage date or date of issue of this Warehouse Receipt. The storage period shall not exceed 18 months from the date the storage period begins. Upon the passage of 18 months from the Start Date of a specific portion of the Inventory and such portion remains in the possession of Warehouseperson, and Depositor refuses delivery of such Inventory, Warehouseperson may increase its storage rate or any other rate specified in **Appendix B** of this Warehouse Receipt or move such portion to another warehouse or subwarehouse. If such portion is confiscated by Subwarehouseperson through no fault of Warehouseperson, Warehouseperson shall not be liable for any loss of Inventory resulting therefrom.
- B. Warehouseperson may not have exclusive control of the premises in which the Inventory is stored and may rely on a third-party warehouseman who has actual and exclusive control of such premises (the "Subwarehouseperson"). Such premises may be specifically designated for the exclusive use by Warehouseperson (the "Subwarehouse").
- C. Storage fees will accrue on a monthly basis, unless otherwise provided.

- D. Warehouseperson may, for any reason or no reason at all, upon written notice to Depositor, require the removal of any portion or all of the Inventory within 30 days. Such notice shall be given by personal delivery, facsimile, electronic mail, overnight or registered mail, addressed to the consignee named on the bill of lading unless otherwise indicated in the shipping documents or individual contract. Any written notice made by physical delivery by Warehouseperson to Depositor shall be addressed to Depositor's last known licensed premises as set forth on Depositor's liquor license or warehouse permit or on the New York State Liquor Authority's website. Any written notice made by electronic transmission by Warehouseperson to Depositor shall be addressed specifically to Depositor's email address appearing on the front of this Warehouse Receipt.

### **3. INSURANCE, STORAGE RATES, EXPIRATION AND, TRANSFERS**

- A. All charges for storage are on a month-to-month basis, unless otherwise provided. Inventory shall be stored in full cases. Charges for any particular case or cases of Inventory shall begin on the Start Date of that particular case or cases by Warehouseperson and shall continue and include the storage day during which the last case of that particular case or those particular cases is delivered. Charges shall be made on the basis of the maximum number of cases in any particular set of such cases in store during the storage day. Monthly storage charges are due on the tenth day of the proceeding month and all other charges are due when incurred.
- B. Warehouseperson reserves the right to move the Inventory or any portion thereof to any other of its warehouses or portions thereof or Subwarehouse or portions thereof at its own expense and upon notice to Depositor, consistent with Section 2.D of these Terms and Conditions.
- C. This Warehouse Receipt is non-negotiable. Warehouseperson shall deliver the Inventory or any part thereof to the licensed premises of Depositor or to the licensed warehouse of Depositor. Warehouseperson shall not be required to deliver the Inventory or any portion thereof to Depositor, unless Depositor has an active liquor license or liquidator's permit issued by the New York State Liquor Authority, regardless of whether Warehouseperson has received Depositor's payment of all storage and other fees as set forth in **Appendix B** of this Warehouse Receipt.
- D. The storage rates are set forth set forth in **Appendix B** of this Warehouse Receipt. When rates are quoted by weight, they will be computed on gross weight, unless otherwise specific, and 2,000 pounds shall constitute one ton.
- E. The Inventory or any portion thereof is not insured by Warehouseperson, nor do storage rates include insurance, unless specified in writing. Depositor shall be required to insure the Inventory for at least the full value of such Inventory. Depositor shall use the insurance company of its choice to satisfy this requirement.

#### **4. HANDLING**

- A. The Inventory must be delivered by Warehouseperson or Subwarehouseperson and may not be picked up by Depositor, unless special arrangements are made with Warehouseperson. The Inventory will be delivered to Depositor's licensed premises or a warehouse licensed by the New State Liquor Authority within the State of New York and subject to the delivery fee set forth in **Appendix B** of this Warehouse Receipt.

#### **5. DELIVERY REQUIREMENTS**

- A. No Inventory or any portion thereof shall be delivered or transferred except on receipt by Warehouseperson of complete instructions properly endorsed by Depositor. Written instructions may be transmitted by facsimile, email, electronic delivery interchange or similar communication.
- B. When Inventory is ordered out, a reasonable time period shall be given to Warehouseperson to carry out the instructions, and if Warehouseperson is unable to comply with the instructions, due to causes beyond its control, including but not limited to, acts of God, war, public enemies, seizure under legal process, strikes, lock outs, riots or civil commotion, epidemics and pandemics, Warehouseperson shall not be liable for failure to carry out such instructions and Inventory will be subject to regular storage charges. Warehouseperson shall also not be liable for Subwarehouseperson's failure to carry out such instructions.
- C. Inventory shall only be delivered or transferred in Cases. Delivery or transfer of individual bottles or units will not be allowed.

#### **6. MINIMUM CHARGES**

- A. A minimum charge as set forth in **Appendix B** will be assessed for storage, handling and other services.

#### **7. ADDITIONAL SERVICES**

- A. Stock statements submitted in duplicate by Depositor will be checked with the books of Warehouseperson without charge.
- B. In the event of damaged or threatened damage to the Inventory, Depositor shall pay all reasonable and necessary costs of protecting and preserving the Inventory.

## **8. LIABILITY**

- A. WAREHOUSEPERSON SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO GOODS TENDERED, STORED, OR HANDLED, HOWEVER CAUSED, UNLESS SUCH LOSS OR DAMAGE RESULTED FROM WAREHOUSEPERSON'S FAILURE TO EXERCISE REASONABLE CARE WITH REGARD TO THE INVENTORY THAT A REASONABLY CAREFUL PERSON WOULD EXERCISE UNDER SIMILAR CIRCUMSTANCES. WAREHOUSEPERSON SHALL NOT BE LIABLE FOR WAREHOUSEPERSON'S SELECTION OF SUBWAREHOUSEPERSON OR OF SUBWAREHOUSEPERSON'S ACTIONS WHATSOEVER. UNLESS OTHERWISE AGREED IN WRITING, WAREHOUSEPERSON IS NOT LIABLE FOR DAMAGES THAT COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF REASONABLE CARE. NOTHING IN THESE TERMS AND CONDITIONS IS INTENDED TO RELIEVE WAREHOUSEPERSON OF ITS OBLIGATION TO EXERCISE REASONABLE CARE WITH RESPECT TO THE INVENTORY.
- B. DAMAGES ARE LIMITED TO THE ACTUAL AMOUNT PAID BY RETAILER FOR THE PORTION OF THE INVENTORY DAMAGED, AND IN NO EVENT SHALL WAREHOUSEPERSON BE LIABLE OR RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE OR OF THE CLAIMED APPRECIATION IN VALUE OF THE INVENTORY, INCLUDING FROM THE DATE SUCH INVENTORY WAS PURCHASED BY DEPOSITOR.
- C. **THE INVENTORY IS NOT INSURED BY WAREHOUSEPERSON AGAINST LOSS OR DAMAGE HOWEVER CAUSED. CHARGES ASSESSED HEREUNDER DO NOT INCLUDED ANY INSURANCE COVERAGE FOR GOODS. DEPOSITOR EXPRESSLY WAIVES ANY CLAIM OF SUBROGATION AGAINST WAREHOUSEPERSON. DEPOSITOR EXPLICITLY REPRESENTS THAT IT SHALL INSURE THE INVENTORY AS PROVIDED IN SECTION 3.E OF THESE TERMS AND CONDITIONS.**
- D. Warehouseperson shall have no liability for Inventory seized or removed by U.S. Customs.
- E. The Inventory is stored at Depositor's risk of loss. Loss, delay, or damage by acts of God, civil or military authority, insurrection, riot, lock outs, or enemies of the government, or by accidental or providential causes (except to the extent such damage is caused by the negligence or intentional acts or omissions of Warehouseperson, its agents, servants, employees, or contractors) shall be borne solely by Depositor. No responsibility will be assumed by Warehouseperson for loss in weight, for breakage, or for insufficient cooperage, boxing, crating, or packing, or for wear and tear, nor shall Warehouseperson be held responsible for loss of merchandise by leakage, or through failure to detect same, or for concealed damage. All storage and labor charges on goods lost or damaged by any of the above causes must be paid by Depositor.

- F. Inventory, which may include perishable goods or goods susceptible to damage through temperature changes or other causes incidental to general storage, is accepted in general storage only at Depositor's direction and Depositor assumes such damages as might result from general storage conditions.

## **9. INDEMNITY**

- A. Depositor shall indemnify, defend, and hold harmless Warehouseperson, its employees, agents, affiliates, successors, and assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including undercharges, rail demurrage, truck/intermodal detention or related charges, and attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Warehouse Receipt and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with any services provided by Warehouseperson.

## **10. NOTICE OF CLAIM AND FILING OF SUIT**

- A. Claims for losses and/or damage to Inventory identified in this Warehouse Receipt must be made in writing within 30 days after delivery of such Inventory, or, in the case of non-delivery, 30 days after Depositor receives notice or has knowledge of loss. No action may be maintained by Depositor or others against Warehouseperson for loss or injury to such Inventory stored unless timely written claim has been given as provided herein. No legal action may be maintained by Depositor or others against Warehouseperson unless such legal action is commenced within one year after Depositor is notified, or has knowledge that loss or injury to part or all of such Inventory has occurred, whichever time is shorter. **FAILURE TO PROVIDE TIMELY WRITTEN NOTICE REQUIRED BY THIS SECTION, OR TO COMMENCE LEGAL ACTION WITHIN THE ONE-YEAR PERIOD SHALL BAR RETAILER AND ALL OTHERS FROM COMMENCING LEGAL ACTION AGAINST WAREHOUSEPERSON.**

## **11. MODIFICATION**

- A. This is a contract between the parties and sets forth the entire agreement and understandings of the parties hereto with respect to this transaction, and this Warehouse Receipt supersedes and nullifies all other agreements, whether written, oral or otherwise, made between Warehouseperson and Depositor. Any modification of this contract or any term or condition herein shall be unenforceable unless evidenced in writing and signed by Warehouseperson and Depositor.
- B. Warehouseperson may modify any fee specified in **Appendix B**, provided Warehouseperson notifies Depositor in writing in conformity with Section 2.D of these Terms and Conditions no fewer than 60 days before such modification(s) take(s) effect.

- C. Warehouseperson may modify the Inventory specified in **Appendix A** without notice Depositor, provided such modification is the result of (a) the final depletion of the portion of Inventory from Warehouseperson's warehouse or Subwarehouse; (b) upon the reduction of a portion of the Inventory that has been delivered to and accepted by Depositor; or (c) the addition of a portion of the Inventory that, upon Depositor's written request, is stored by Warehouseperson or its Subwarehouseperson.
- D. This Warehouse Receipt and these Terms and Conditions are subject to the requirements set forth in the New York Alcoholic Beverage Control Law and the regulations and policy statements of the New York State Liquor Authority. To the extent any changes to the New York Alcoholic Beverage Control Law or any regulations or policy statements of the New York State Liquor Authority materially affect the terms of this Warehouse Receipt and/or these Terms and Conditions, Warehouseperson shall amend such Warehouse Receipt and/or Terms and Conditions as such changes necessitate and upon 30 days' advanced written notice to Depositor. Depositor shall have the right to withdraw any remaining Inventory within such 30-day term upon written request for such withdrawal, consistent with the notice requirements set forth in Section 2.D of these Terms and Conditions.

## **12. ELECTRONIC SIGNATURE**

- A. An electronic signature may be used on this Warehouse Receipt and shall be treated as an original signature hereunder.

## **13. SEVERABILITY**

- A. If any part of this Warehouse Receipt or the application thereof to any part or circumstance is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision or application shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect to the fullest extent permitted by law. This Warehouse Receipt and these Terms and Conditions shall be governed by New York law.