



**THIS AGREEMENT IS VALID ONLY FOR THE CUSTOMER NAME, LOCATION AND ACCOUNT NUMBER IDENTIFIED HEREIN.**

**FEDEX ALCOHOL SHIPPING AGREEMENT**

Federal Express Corporation and FedEx Ground Package System, Inc. (collectively "FedEx") and \_\_\_\_\_ ("Customer") agree to enter into this FedEx Alcohol Shipping Agreement ("Agreement") as of the last date executed below ("Effective Date") subject to the following terms and conditions:

**1. Shipments Covered by this Agreement**

- a. Terms and Conditions. FedEx shall provide services for wine and alcohol shipments only pursuant to the terms and conditions set forth in this Agreement, any FedEx online terms, and the FedEx Service Guide, each as may be amended from time to time. In the event of a conflict between the FedEx Service Guide or any online terms and this Agreement, the online terms shall control.
  - i. **Wine.** Licensed dealers, distributors, importers, manufacturers, warehouses and wholesalers may ship wine to other licensed entities and consumers.
  - ii. **Alcohol.** Licensed dealers, distributors, importers, manufacturers, warehouses and wholesalers may ship alcohol (beer and spirits other than wine) to other licensed dealers, distributors, manufacturers, importers, warehouses and wholesalers.
- b. Locations. FedEx shall provide service for wine and alcohol shipments only to and from the states where allowed by law and where agreed by FedEx. FedEx reserves the right to add or eliminate such states in its sole discretion without prior notice and to not provide service to or from any state for any commodity, even where such service may otherwise be permitted by law.

**2. Customer Shall Comply with All Applicable Laws and Regulations**

- a. Customer shall comply fully with all foreign, federal, state and local laws, rules, regulations and orders applicable to each of Customer's shipments of wine or alcohol.
- b. Customer shall not tender any wine or alcohol shipment to FedEx that does not comply with all applicable laws and regulations. Customer represents and warrants that all wine and alcohol shipments tendered to FedEx for shipment will be in compliance with all such applicable laws and regulations.
- c. Customer represents and warrants that it has obtained all applicable permits and/or licenses required to ship wine and/or alcohol into all states in which Customer intends to ship wine or alcohol pursuant to this Agreement including, but not limited to, obtaining the required Virginia and New York permits and/or licenses if shipping into the states of Virginia or New York. Customer shall be responsible for providing to FedEx any updated or renewed license or permit within ten (10) days of procurement but no later than prior to expiration of the current license or permit. Failure to do so shall result in immediate termination of Customer's wine and/or alcohol shipping privileges.
- d. In the event of changes or amendments to the shipping laws, regulations or requirements by any federal, state or local agency or municipality, specifically where such change requires a license or permit to ship into or out of a state or municipality, Customer must obtain such license or permit and provide a copy to FedEx prior to shipping into or out of the state or municipality.
- e. Upon demand by FedEx, Customer shall immediately provide proof (including, but not limited to, copies of any applicable license or permit) to FedEx that Customer has complied with all applicable laws and regulations.
- f. Customer acknowledges and agrees that FedEx shall not be responsible for identifying or interpreting any applicable laws or regulations that may affect Customer's wine and alcohol shipments, nor shall FedEx have any liability to Customer where FedEx may comply with instructions or requests from applicable law enforcement or other governmental authorities, regardless if such instructions are inconsistent or contrary to any applicable law or regulation.
- g. Customer agrees to only sell and ship alcohol/wine to persons twenty-one (21) years of age or older.
- h. In addition to all other responsibilities and requirements herein, Customer agrees to comply with all quantity restrictions imposed by any foreign, federal or state law, rule, regulation or agency, and to keep such records as are necessary to ensure compliance with this provision and to make available such records upon request.
- i. Customer agrees that FedEx may provide to any federal, state or local governmental agency information concerning Customer's shipments, including but not limited to copies of Customer licenses or permits.
- j. (i) If Customer tenders wine shipments to FedEx on behalf of Customer's customer, Customer shall verify with its customer that, where required by law, the Customer's customer is licensed to ship, export or import or cause to be transported, wine shipments. Customer represents and warrants that its customer, where required by law, is authorized to ship wine. Customer shall provide, on execution of this Agreement, copies of all licenses evidencing Customer's authority to ship wine, and if applicable, all licenses evidencing its customer's authority to ship wine.

For all wine shipments tendered to FedEx on behalf of Customer's customer, Customer shall retain records sufficient to identify its customer's name, address and licensing information where applicable and provide such records to FedEx upon request. Such records shall be retained by Shipper for a period of two years after the date of shipment. This requirement survives termination of this Agreement. (ii) Shipper shall verify with the consignee of each wine shipment that, where required by law, the consignee is licensed to purchase, import, or have delivered to it wine shipments.

**3. Customer Shall Comply with All FedEx Requirements.**

- a. Automation. Customer agrees to only use a FedEx provided or approved (for wine and alcohol) automated shipping device. Customer agrees to update such device and software as directed by FedEx. Specifically, such device must be updated to a release version that includes the FedEx Delivery Signature Options. In addition, on each shipment, Customer shall identify all wine and alcohol shipments by entering "SAW" in the reference field and shall supply all information required with respect to wine and alcohol shipments including, but not limited to, the licensed entity's name or individual consumer's name (as applicable) in the recipient's name field. If Customer is a licensed warehouse, on each shipment Customer agrees to specify the "shipper" as "licensed winery/manufacturer C/O [Customer's full name]".
- b. FedEx Services. Customer agrees to ship all wine and alcohol shipments via FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx Express Saver and FedEx Ground and FedEx Home Delivery services. Further, Customer agrees to only tender packages for delivery that comply with FedEx policy, including but not limited to policies regarding FedEx approved shipping states.
- c. Packaging/Labels. (i) Customer affirms that all inner packaging is made of molded polystyrene, molded-pulp dividers or die-cut corrugated units surrounded by sturdy outer corrugated cartons.  
(ii) FedEx requires the presence of the FedEx-designated alcohol label ("Alcohol Label") on all wine and alcohol shipments. The Alcohol Label must be affixed to the exterior of any package containing wine or alcohol, and the label must be clearly visible and unobstructed by tape, shipping label, or any other external item or notation on the package. The Alcohol Label is in addition to, and not in lieu of, any applicable labeling requirements by any federal, state or local laws, rules, regulations or orders. The Alcohol Labels may only be obtained through FedEx and may not be customer generated or provided by any vendor other than as designated by FedEx. FedEx reserves the right to amend the required Alcohol Label at any time, and Customer must procure and use only the current, approved Alcohol Labels.  
(iii) FedEx provides the Alcohol Label to you for shipping via FedEx Express and FedEx Ground and FedEx Home Delivery services. FedEx makes no warranties, express or implied, and disclaims any and all warranties in connection with our services and the Alcohol Labels provided to you. You agree that FedEx will not be liable in any event for any damages, whether direct, indirect, incidental, special or consequential, in excess of \$100.00 or the declared value of your shipment in accordance with the FedEx Service Guide in effect at the time of shipment, even in the event FedEx fails to adhere to the label instructions. You further agree that our records concerning the presence or absence of the Alcohol Label on your shipment shall be conclusive proof of the actual presence or absence of the label on the particular shipment, and you agree that you will not contest our records concerning the presence or absence of the Alcohol Label on your shipment. The Alcohol Labels provided to you are for your exclusive use, and you agree that you will not permit use by any third party.  
(iv) Customer acknowledges and agrees that the provision of any FedEx-provided or required labels/labeling is not a representation or warranty by FedEx that the packaging or labels comply with applicable laws and regulations for wine and alcohol shipments.
- d. Adult Signature Required. Customer agrees that for each shipment of wine or alcohol Customer will select and utilize the following FedEx Delivery Signature Option: Adult Signature Required.
- e. Residential Deliveries. Customer agrees that any shipment traveling Licensee to Licensee ("L2L") shall be destined to a commercial location; no L2L shipment will be delivered to a residence. Any L2L shipment destined to a residence shall be returned to the shipper at shipper's expense.

**4. Indemnity.** Customer shall indemnify, defend and hold harmless Federal Express Corporation, FedEx Ground Package System, Inc., their parent corporation, FedEx Corporation, and their affiliated companies, their officers, directors, employees, agents, and their successors and assigns from any and all claims, losses, damages, fines, costs, demands, expenses (including without limitation attorney's fees and costs), liabilities, enforcement actions, judgments (collectively "Claims") arising out of or related to Customer's breach of this Agreement or its non-compliance with any laws or regulations applicable to the transportation of wine or alcohol, whether such action is brought by a governmental agency or other person or entity. Further, Customer agrees that it will not settle any such Claims or lawsuits without prior written consent from FedEx. This indemnity shall survive the expiration or termination of this Agreement.

**5. Loss or Damage.** FedEx liability for loss or damage to wine and alcohol shipments shall be pursuant to the terms and conditions of the FedEx Service Guide in effect at time of shipment.

**6. Money-Back Guarantee.** Customer shall be entitled to file claims pursuant to the Money-Back Guarantee Policy provisions of the FedEx Service Guide, unless otherwise waived or amended pursuant to the terms of any pricing or other agreement between FedEx and Customer. In the event that Customer is entitled to file claims pursuant to the Money-Back Guarantee Policy, Customer acknowledges and agrees that (i) FedEx shall have no responsibility or liability for delay due to the inability to deliver to an appropriate adult recipient or if delivery can not be completed for any reason, and (ii) Customer shall not be entitled to a Money-Back Guarantee claim for such shipments.

**7. Term.** This Agreement commences on the Effective Date and continues until terminated by either party.

8. **Termination.** Either party may terminate this Agreement upon notice for the other party's noncompliance with its terms. Further, FedEx shall have the right to terminate this Agreement immediately and to stop providing service to Customer if Customer fails to comply with any applicable laws or regulations. Notwithstanding the foregoing, either party may terminate this Agreement without penalty at any time and for any reason upon fifteen (15) days' prior written notice to the other party.
9. **Unauthorized/Return Shipments.** Any unauthorized or improper shipments by Customer may result in immediate termination of this Agreement by FedEx and/or refusal by FedEx to receive or transport any shipment tendered by Customer. Further, Customer agrees that it will not tender any wine or alcohol shipment that is classified or considered as dangerous goods or hazardous materials unless also properly prepared in accordance with all applicable legal and FedEx requirements for Dangerous Goods (for FedEx Express shipments) or Hazardous Materials (for FedEx Ground shipments).
  - a. FedEx reserves the right to dispose of any wine or alcohol shipment tendered to FedEx which (i) Customer is prohibited from shipping, (ii) FedEx is not authorized to accept, (iii) FedEx has specified that it will not accept, or (iv) FedEx has a right to refuse. Customer shall be responsible for all return and/or disposal costs.
  - b. Where FedEx is unable to deliver a package to an adult recipient (for any reason), and Customer refuses return of the shipment or the package cannot be returned to the Customer (for any reason, including the reasons identified in 9(a) above), FedEx at its sole discretion shall have the right to dispose of the shipment. Customer shall be responsible for all return and/or disposal costs.
10. **Prior Agreements.** This Agreement supersedes all previous agreements between FedEx and Customer related to wine and/or alcohol shipments. However, any terms in a prior agreement related to pricing or other services and terms between FedEx and Customer are not superceded and shall remain in effect pursuant to those terms and the FedEx Service Guide.
11. **Confidentiality.** Both FedEx and Customer agree that the terms of this Agreement are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law or as set forth in 2(i) above.
12. **Entire Agreement and Amendment.** This Agreement, the FedEx Service Guide, any FedEx online terms or conditions governing wine and alcohol shipments and any amendments to the above shall constitute the entire agreement between the parties regarding the subject matter herein. FEDEX MAY MAKE FUTURE CHANGES OR MODIFICATIONS TO SUCH ONLINE TERMS AND CONDITIONS AT ANY TIME WITHOUT NOTICE, AND YOUR SUBSEQUENT USE OF FEDEX.COM OR YOUR AUTOMATED SHIPPING DEVICE WILL CONSTITUTE YOUR AGREEMENT TO THE CHANGES AND MODIFICATIONS. Specifically, FedEx shall have the right to unilaterally modify or amend any requirements for wine and/or alcohol shipments at any time and without prior notice. The effective versions of such amendments, if any, will be posted at [www.fedex.com/us/wine](http://www.fedex.com/us/wine) (or any subsequent URL or address as FedEx may designate from time to time) at the time of shipment. Notwithstanding the foregoing, FedEx may unilaterally amend the terms of this Agreement in part or in whole at any time upon fifteen (15) days written or electronically transmitted notice to Customer.

**IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the last date provided below:**

**FEDERAL EXPRESS CORPORATION &  
FEDEX GROUND PACKAGE SYSTEM, INC.**

**By their agent  
FedEx Corporate Services, Inc. ("FedEx")**

\_\_\_\_\_  
("Customer")

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Employee No.:

Customer Address:

\_\_\_\_\_  
\_\_\_\_\_

Customer Contact Name:

Customer Telephone Number:

Customer Account Number:

Express:

Ground:

***Offer expires if not accepted by Customer within 30 days of presentation of this Agreement.  
Any alterations to this document by either party will render it null and void in its entirety.***