PURCHASE ORDER TERMS AND CONDITIONS

1) Nature of Order - This purchase order and its terms and conditions ("Order") constitute the final, complete, and exclusive agreement between Constellation Brands, Inc. and its affiliates, as applicable ("Buyer"), and the party with whom it is placed ("Seller") for the imminent and future purchase of specific goods and/or services (collectively, "Items"). Any reference herein to offer to sell, quotation or proposal of Seller is solely for the purpose of incorporating the description and terms of this Order. Items furnished under this Order are to be used in the manufacture, operations, and conduct of the business of the Buyer and/or the end use intended for the Buyer's products, as indicated in the Order (if any) which, by reference, are expressly incorporated herein or into which these terms and conditions are expressly incorporated. If any of the terms and conditions herein are in addition to, different from or inconsistent with any terms and conditions of any purchase order, acknowledgment form, invoice, packing list, or other related documentation, the terms and conditions herein control and the issuance of any purchase order, acknowledgment form, invoice, packing list, or other related documentation shall not be deemed a rejection of such terms without need for further notice of objection. This Order is expressly limited to and made conditional upon acceptance by Seller of the exact terms contained herein by reference. Upon acceptance by Seller, this Order will constitute the entire agreement between Buyer and Seller with respect to the subject matter hereof.

2) Acceptance - Acceptance of this Order is evidenced by Seller (i) signing a copy and returning it to Buyer; (ii) commencing performance of the work; or (iii) delivery of any items called for by this or any other Buyer Order, whichever first occurs.

3) Price, Taxes, & Special Charges - To the extent the prices for Items are not specified herein, their prices, unless otherwise agreed by Buyer, will be those applicable to Buyer's last preceding order for a comparable quantity, or if there was no such order, Seller will be responsible for the payment of all charges, including taxes, as if Seller had agreed to resell Buyer the same or similar items, and Buyer reserves the right, in its discretion, to make an express performance on this Order. Buyer will pay applicable state sales and use taxes or provide to Seller an exemption certificate. Buyer will pay all other taxes, duties and fees that may arise out of the sale of the Items to Buyer.

4) Time of Delivery - TIME IS OF THE ESSENCE OF THIS ORDER. Buyer reserves the right to refuse any items and to cancel all or any part of this Order if Seller fails to deliver and provide all or any part of the Items in accordance with the terms and conditions herein. In no event will the performance of the Items not bind Buyer in any way other than as set forth herein. Any delay in delivery of Items and/or performance of services already accepted hereunder, shall not relieve Buyer of its right to cancel the Order.

5) Delivery - Delivery must be made by Seller in accordance with the delivery schedules specified herein or otherwise specified by Buyer. If for any reason Seller anticipates that it cannot or will not make complete delivery by the time specified, Seller must immediately notify Buyer to that effect and the reasons therefore. Delivery must be full, complete, and without damage to the extent and in the form to which Buyer is entitled under the contract. Seller has no right to reject or return at Seller's risk and expense all goods shipped and services performed which are in excess or in advance of the time specified for delivery or performance or to defer payment for advance deliveries and services until the specified delivery and performance dates. Delivery will not be deemed to be complete until Items have been actually received and accepted by Buyer, notwithstanding any agreement to pay freight, express or other transportation charges. Shipment shall be made in containers specified by Buyer or, in the absence of specifications, in industry-recognized standard containers conforming to the carrier's specifications. No partial shipments allowed without Buyer's prior written consent. Notwithstanding the foregoing, and unless otherwise agreed by Buyer to the contrary, Buyer requires electronic delivery of all software Items and that no tangible medium for that software will be furnished. To the extent Seller or any of its authorized agents or dealers deliver Items to Buyer, Buyer reserves the right to inspect the same and to require any changes in respect to the package or manner of delivery or service or to require any other modifications as may be required by Buyer.

6) Specifications & Changes - Any specifications, drawings, notes, instructions or technical information referred to in this Order will be deemed to be incorporated herein by reference. The Seller shall refer any discrepancies or questions to the Buyer for decision, instruction or interpretation. Buyer will have the right to make, from time to time, changes in the Items and to packing, destinations, specifications, drawings, designs, quantities, places of inspection, and delivery schedules. Immediately upon such change being ordered, Seller will notify Buyer within 5 business days of any equitable adjustment it proposes be made by reason thereof, in which case the parties will undertake to agree to an appropriate adjustment in price up or down, and/or in the other terms of this Order. Actual adjustments, if any, must be in a writing signed by Buyer. Except as otherwise provided in this Order, no changes will be made unless such change is authorized by Buyer in writing.

7) Payment - Invoices will state the Order number, description of articles, sizes, quantities, unit prices, and extended totals. Payment terms are net sixty (60) days after the later of receipt of the invoice or final acceptance of the Items by Buyer, unless otherwise agreed to by Buyer in writing with explicit recognition of its deviation from these standard payment terms. Any adjustments in Seller's invoices due to shortages, late delivery, rejections, or other failure to comply with this Order may be made by Buyer before payment. Payment will not constitute final acceptance. Seller will not deliver goods on a sight draft basis.

8) Risk of Loss & Property Damage - All Items are at Seller's risk until receipt by Buyer. Delivery and risk of loss will pass to Buyer at the location specified in this Order, unless otherwise agreed, at Buyer's expense. The Seller may not ship any part of the Items until Buyer agrees in writing to the costs of transportation and insurance, including Brokerage. No partial deliveries will be accepted. Seller's duties with respect to packing and inspecting the Items shall include selection of proper packing and containers, and the providing of appropriate packing slips, labels and shipping labels as may be required by Buyer. Unless otherwise specified by Buyer, Buyer may send any instructions to Seller that arise subsequent to the receipt of the Items by Seller. No insurance or indemnity shall be deemed to have been given to Buyer by Seller's acceptance of Items until Buyer has received and examined all Items and has found no defects, and Buyer reserves the right to review the Items at all times until Buyer is satisfied with the same. If any Item is lost or damaged during transportation, Buyer reserves the right to refuse delivery of that Item unless Buyer accepts same at Buyer's expense.

9) Warranties - Seller represents and warrants that it has the full power and authority to enter into this Order and that Seller will comply with all of Buyer's rules and policies of which Seller has been made aware, in its provision of Items, including, but not limited to, any aspects of Seller's quality assurance system, including but not limited to, Seller's assurance that all Items provided hereunder will (a) strictly conform with the specifications, drawings, samples or other descriptions furnished or adopted by Buyer, (b) be merchantable, (c) be free from defects in design, material, and workmanship, (d) be free from any actual or claimed patent, copyright, trademark, tradename, license or other intellectual property right infringement, (e) when delivered be new and unused (unless otherwise directed by Buyer in this Order), bear the manufacturer's name, tradename, and the UL label in every case where applicable, (f) be of the same quality, design, and manufacture, and encumbrances of every kind, and (f) be fit for the purpose intended. Seller having knowledge of the particular purpose for which the Items are required and Buyer relying on Seller's skill or judgment to select and furnish suitable goods and services. The remedy for defective services shall be the retainage or replacement of Seller's personnel and the re-performance by Seller of the defective portion of the services provided. The remedy for defective goods shall be, at Buyer's option, the repair or replacement by Seller (with all packaging and transportation charges at Seller's expense) or full refund by the Seller, in accordance with the terms of this Order. Buyer may elect to retain the defective Items and, in addition to Buyer's other rights, Buyer may, at Buyer's expense, (a) remove the defective Items from Buyer's premises; (b) perform all work necessary to replace the defective Items; (c) have any work performed by Buyer hereunder. Seller will return it when the work is completed or upon Buyer's earlier request.

10) Term of Sale - The term of sale for any Items is the later of (a) the due date for payment of the Items, including any interest due thereon; (b) the due date for delivery of the Items; (c) any general or specific terms, conditions or warranties pertaining to the Items; (d) the due date for return of the Items; (e) any assumption of liability arising in connection with the use of the Items; (f) the time of entry of the Items into inventory; (g) the time of actual use of the Items; (h) the due date for payment of any guarantee associated with the Items; and (i) such later date as may be agreed upon between Seller and Buyer. The term of sale for any Items shall be as specified on the invoice, if any, or as otherwise agreed in writing by Buyer and Seller.

11) Indemnification & Hold Harmless - To the fullest extent permitted by law, Seller will defend, indemnify and hold Buyer, its affiliates and their respective directors, employees, agents, successors and assigns harmless from and against all loss, expense, losses, liabilities, suits, claims, demands, damages, or judgments incurred in connection with the purchase of the Items or the performance of Seller's obligations hereunder, in any way, including, but not limited to, actual, consequential, incidental, indirect, or punitive damages, losses, expenses, and other liabilities, costs, and damages, whether or not caused by negligence of Seller or its affiliates, agents, representatives, employees, successors, or assigns, including, but not limited to, any breach by Seller of Seller's obligations under this Order or any breach of any representations, warranties, or covenants made by Seller hereunder. In no event will Buyer be liable for anticipatory profits or for damages on account of negligence or for intentional, consequential, special or punitive damages. If the Order indemnification provisions conflict with those in any request for quote or like document, those that afford Buyer the most protection will govern.
14) Disclosure of Information - All rights in and to all data, information and reports, gathered, developed or prepared by Seller, its agents, servants or employees either solely or jointly with others in the course of or as a result of Seller’s services to Buyer shall be and remain the sole and exclusive royalty-free property of Buyer or such other party as Buyer may designate. Except as specifically agreed to in writing, Seller shall treat as confidential and not disclose any knowledge or information that has been developed or acquired as result of its obligations under this Order. Seller shall take all reasonable measures to ensure that all employees, contractors and subcontractors comply with this requirement. Seller shall not permit copies to be made of drawings, specifications, photographs or other data without prior written agreement from Buyer.

15) Default - Buyer may, by written notice of default to Seller, cancel all or any part of this Order without liability and exercise any other remedy provided buyers of goods or services by law or in equity, in the event of Seller's default, including without limitation in any of the following circumstances: (a) Seller is in breach of any of the terms or conditions of this Order including, without limitation, if rejects exceed 5% of the number inspected or Seller fails to timely deliver the items that are goods or perform the items that are services; (b) in Buyer's judgment, Seller fails to perform any of the other provisions of this Order or fails to make progress as to endanger performance of this Order in accordance with its terms and does not cure such failure within a period of ten days, or such longer period as Buyer may authorize in writing, after receipt of notice from Buyer specifying such failure; or (c) Seller ceases to conduct its operations in the normal course of business or becomes insolvent or makes an assignment for the benefit of creditors, or if there will be instituted by or against Seller any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of Seller's property and such proceeding is not dismissed or cured within 60 days. In the event of default and cancellation, Buyer may also procure, upon such terms and in such manner as Buyer may deem appropriate, goods and services similar to those canceled and Seller will be liable to Buyer for any excess costs for such similar goods and services, recognizing that Seller will continue to perform this Order to the extent not canceled.

16) Other Termination - Buyer may terminate this Order in whole or in part, at any time, with or without cause, by written or telephonic notice to Seller. Seller will stop work immediately on the terminated portion of this Order and immediately notify its subcontractors to stop work. Upon termination of this Order for any reason other than default by Seller, Buyer will reimburse Seller for Seller's reasonable and necessary expenditures up to the date of termination, not to exceed 15% of the net price of the portion so canceled, but will not be responsible for any profits on the portion canceled.

17) Governing Law - This Order and all other matters involving or between Buyer and Seller will be governed by and construed in accordance with the internal laws of New York State without reference to conflict of laws principles which would cause the application of the domestic laws of any other jurisdiction, and exclusive venue for any action arising hereunder or thereunder will be the courts of that state located in Monroe County, New York, or Ontario County, New York, as Buyer may designate, and both parties hereby submit and consent to the jurisdiction of said courts. Pending resolution of any dispute, Seller will diligently proceed with the performance of this Order as Buyer directs.

18) Relationship of the Parties - The relationship between Buyer and Seller is strictly one of a customer and independent contractor and not one of joint venture, partnership or agency. Neither the making of this Order nor the performance of the parties hereunder shall create an employer/employee relationship between Seller and Buyer. Seller agrees that it and its employees shall not have any rights to receive any employee benefits such as health and accident insurance, sick leave or vacation.

19) Miscellaneous - No advertising or publicity material containing any reference to Buyer or any of its staff will be made by Seller or anyone on Seller's behalf without Buyer's written consent in each instance. Buyer's failure to insist upon strict performance of any of the terms of this Order or to exercise any right hereunder or otherwise will not be construed as a waiver of Buyer's rights. Seller will not assign this contract or any rights or obligations hereunder without Buyer's prior written consent. This Order is the first offer with respect to the goods or services described. It supersedes any claimed prior written or oral agreement between the parties with respect to the items, and includes all related Customs Duty and import Drawback Rights, if any, which the Seller can transfer to Buyer. Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this Order or any other agreements with Seller. Prior course of dealings between the parties and usage of trade shall apply except when they conflict with the express terms of this Order. If any of the provisions of this Order are or become unenforceable, the remainder of this Order shall nevertheless remain binding to the fullest extent possible, taking into consideration the purposes and spirit of this Order. The obligations of Sections 9, 13, 14, 17, 18 and 19 hereof shall survive any termination or expiration of this Order.

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