



TERMS AND CONDITIONS

Brescome Barton Inc. (“Brescome”) has established certain on-line programs, including Brescome Barton Online-View Only, Brescome Barton Online Order System, Brescome Barton Online Bill Pay, Brescome Barton Default Notification Email Service and Brescome Barton Promotional Email Service (the “Programs”). By initialing next to the box for any Program and signing the Brescome Barton Online Account Registration Form (the “Registration”), I agree to be bound by these Terms and Conditions which govern the Programs. I represent that I am listed with the Connecticut Department of Consumer Protection as a principal or officer of the holder of the license associated with the Account. As used in these terms and conditions the terms “I” and “me” apply to me individually and the Licensee. By enrolling in one or more of the Programs, I acknowledge that all emails will be sent to the email address of the account administrator or his or her designee.

I understand and agree that I am responsible for keeping the user names, passwords and any other credentials Brescome may require to access the Programs (the “Logon Credentials”) confidential. I further agree that the Logon Credentials and security procedures in place for the Programs are commercially reasonable. If at any point I do not agree that the Logon Credentials and security procedures associated with the Programs are commercially reasonable, I agree to discontinue using the Programs. I understand that any instructions Brescome receives from an individual that supplies my Logon Credentials will be deemed to have been expressly authorized by me. I agree to notify Brescome at once if I believe that my Logon Credentials have been lost or stolen.

I agree that Brescome has the right to terminate at any time any of its Programs or to change its Program rules or its conditions of use or to refuse to allow me access to any such Program. I may terminate my Registration at any time by contacting Brescome at 1-203-239-4901. I understand and agree that neither Brescome, nor any of its officers, directors, agents, successors or assigns (collectively “Brescome & Associates”) will be liable to me or to the licensee as a result of service interruptions. Although Brescome uses commercially reasonable efforts to provide correct information, Brescome & Associates will not be responsible or liable for errors or mistakes in the Programs or the information provided through the Programs. In no event shall Brescome & Associates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of my use of or inability to use the Programs. I agree that any electronic or facsimile signatures may be accepted by Brescome, any depository listed on the Online Bill Pay Setup Form and any other interested party as though it were an original signature. In no event will Brescome & Associates be liable for special, consequential or punitive damages. I agree that Brescome may amend this agreement from time to time by posting notice of the amendment on Brescome’s website or by emailing notice of the amendment to the email address of the account administrator listed on the Registration or his or her designee.

I understand and acknowledge that information I receive through the Programs may not reflect payments and invoices that are still being processed.

I acknowledge that all Program emails will be sent to the email address of the account administrator listed on the Registration or his or her designee. If any of the information on the Registration or the Online Bill Pay Set Up Form changes, it is my responsibility to contact the Brescome Barton Credit Department in writing at 69 Defco Park Road, North Haven, CT, 06473 to update the information. I understand that I must give advance notice to Brescome to allow reasonable time for initial setup and change for information to take effect.

For information about how Brescome uses the emails it collects in connection with the Programs, please see Brescome Barton's Email Privacy Policy, which is available at www.brescomebarton.com.

Brescome Online Bill Pay

If I request the Brescome Barton Online Bill Pay service, I represent to Brescome & Associates that (1) I have signatory authority for the account(s) listed on the attached form (the "Account") held at the financial institution(s) specified on the form (the "Depository") and (2) I have the legal right to authorize electronic fund transfers ("EFTs") from the Account. If any of the above information changes (including, e.g. Account or Depository information), it is my responsibility to contact the Brescome Barton Credit Department in writing at 69 Defco Park Road, North Haven CT 06473 to update the account data. I understand that I must give advance notice to Brescome to allow reasonable time for initial setup of the Account, Account changes and Account closure. I represent and warrant that the Account is a business account that is not used for personal, household or family purposes. **I hereby authorize Brescome to initiate EFTs from the Account that I or my designee specify through Brescome Barton Online on the dates and in the amounts that I or my designee specify through Brescome Barton Online in order to pay invoices or make other payments submitted by Brescome Barton Inc. through Brescome Barton Online. This Authorization does not permit Brescome Barton to debit my Account in the absence of a request from me or my designee to make a payment.** I agree that any EFT confirmed through Brescome Online after compliance with Brescome's security procedures will be deemed authorized by me. I understand that Brescome may reinitiate any EFT that is returned unpaid as permitted by network rules. I understand that Brescome Barton does not issue refunds. I agree to be bound by the NACHA Operating Rules or the rules of another network that Brescome, in its sole discretion, relies upon to initiate an EFT to the Account. I authorize the Depository to pay the EFTs I or my designee may specify through Brescome Barton Online and that Brescome initiates. I represent that, in the event the Account is not titled in my name, I am permitted to authorize EFTs from the Account. I will indemnify and hold harmless Brescome and the Depository as well as their respective officers, directors, shareholders, members, employees, agents and assigns against any liability resulting from my failure to have the right to grant the powers herein given, including reasonable attorneys' fees and expenses. This authorization will remain in force until cancelled by Brescome or by me or another person with signatory authority over the Account. Such notice of cancellation when coming from me (or another person with signatory authority over the Account) shall be in writing and delivered to Brescome Barton by certified mail at 69 Defco Park Road, North Haven, CT, 06473 (Attention Credit Department) or by facsimile transmission with proof of delivery to Brescome Barton Inc. at 203-234-9951 (or such other number or mailing address as Brescome may designate for such purpose on its website). Brescome reserves the right to terminate my ability to arrange for EFTs through Brescome Barton Online at any time or to refuse to process any EFT. If a payment is made in error

from the Account as a result of an action taken by Brescome, I authorize Brescome to initiate an EFT to correct the error. I further understand that Brescome will not be responsible for any fees or costs that I may incur in connection with any online payment as set forth herein, including but not limited to, any fees or costs associated with erroneous payments, their reversal or returned payments. Further, I agree that Brescome & Associates will not be responsible for any damages I or the licensee may suffer in the event that there is delay or failure to make a payment, including damage resulting from the licensee being placed on the Wine and Spirits Wholesalers of Connecticut Notice of Delinquency report. I further agree that the security procedures in place for Brescome Barton Online are commercially reasonable. If at any point I do not agree that the security procedures associated with the website are commercially reasonable, I agree to discontinue confirming EFTs through Brescome Barton Online.

Brescome Default Notification Email Service

If I request the Brescome Barton Default Notification Email Service, I agree that Brescome & Associates will not be liable for damages resulting from errors made in any such service or failure of any notice or email to reach me. I agree, on my behalf and on behalf of the licensee, Brescome & Associates will not be responsible for any damages I or the licensee may suffer in the event that there is delay or failure to make a payment, including damages resulting from the licensee being placed on the Wine and Spirits Wholesalers of Connecticut Notice of Delinquency report.

Brescome Barton Online Order System

If I request the Brescome Barton Online Order System, I agree that Brescome & Associates will not be liable for damages resulting from errors made in any such service or failure of any order to reach Brescome Barton or to be processed by it. I agree, on my behalf and on behalf of the licensee, Brescome & Associates will not be responsible for any damages I or the licensee may suffer in the event that there is delay or failure to accept an order or to deliver goods ordered using the system, including damages resulting from the licensee's loss of sales.