

Brewers Supply Group
PO Box 74769
Chicago, IL 60694-4769
USA



East Brother Beer Co

PAID

Bill to:

East Brother Beer Co
72 Valley Cir
Robert Lightner
Mill Valley, CA 94941
USA

Ship to:

East Brother Beer Co
1001 Canal Blvd
Richmond, CA 94804-3533
USA

Invoice

Number	INV-0735702
Invoice date	4/15/2024
Page	1 of 2
Sales order	SO160-0961660
Customer reference	Chris Lobsinger
Payment terms	Net 30 Days
Invoice account	512850
Shipping date	4/12/2024
Estimated delivery date	4/12/2024
Shipment number	SHP160-0769192
Carrier	Customer Pick Up
Carrier pro	

Item number	Description	Quantity	Unit	Milled	Unit price	T	Amount
MSIM1002	Simpsons Finest Golden Promise™ 25 kg	14.0000	EA	No	56.76		794.64
XZZZN001	Nut Roll - US	1.0000	EA	No	0.00		0.00

Sales subtotal amount	794.64
Sales tax	0.00
Freight charges	0.00
Total In USD	794.64

Payment due date 5/15/2024

If you wish to receive your invoices electronically, please call 1-800-374-2739 or send an e-mail to accountsreceivable@bsgcraft.com with your customer number and e-mail address.

Thank you for being a valued customer of BSG!

Please write the invoice number INV-0735702 on check payment

All past due amounts are subject to a 1.5% finance charge

Send payments to:

BSG

PO Box 74769

Chicago, IL 60694-4769

USA

General Terms and Conditions of Sale

Unless the parties mutually enter into a separate legally binding contract that expressly disclaims or preempts these Terms & Conditions, then these Terms & Conditions set forth the entire understanding between Brewers Supply Group, Inc., together with its subsidiaries and affiliates (collectively, "BSG"), and the customer ("Customer") with respect to the sale and purchase of any services or products sold by BSG to Customer (the "Products") and are exclusive of any additional or contrary provisions contained in any purchase order or other communication from the Customer or any third party. Any inconsistency or conflict between the provisions of these Terms & Conditions and the provisions set forth in any purchase order submitted by Customer or in any other communication between Customer and BSG shall be resolved in favor of these Terms & Conditions.

1. AGREEMENT. If Customer has not otherwise agreed to these Terms & Conditions, Customer's acceptance of delivery of, payment for, or use of the Products will constitute Customer's agreement to these Terms & Conditions. Sales of contracted hops and distilling equipment are subject to additional, specific Terms & Conditions as noted in Paragraphs 4 and 5 below. In the event that any of the provisions hereof are inconsistent or conflict with any of the provisions of the Hops Terms & Conditions or the Sales of Distilling Equipment Terms & Conditions (as amended from time to time), the provision of the Hops Terms & Conditions or the Sales of Distilling Equipment Terms & Conditions (as applicable and as amended) shall control.

2. PAYMENT TERMS. Customer shall remit payment to BSG within the terms stated on the invoice for each shipment of Products, or if no such terms are stated, then within 30 days of the date of invoice. If Customer contends in good faith that any invoice is incorrect, Customer must so notify BSG within 7 days after receipt of the invoice. If Customer does not so notify BSG, Customer forever waives the right to further dispute the accuracy of the invoice. Any payment not made when due shall accrue a late charge of 1.5% per month or, if lower, the maximum rate permitted by law. Customer shall reimburse BSG for any expenses, including reasonable attorneys' fees, incurred in the collection of any delinquent account or enforcing its rights hereunder.

3. DELIVERY AND RISK OF LOSS. Delivery will be F.O.B. BSG's warehouse or other point of origin. BSG shall have no further responsibility for the Products, and all risk of damage to or loss or delay of the Products shall pass to Customer, upon their delivery to the F.O.B. point. BSG shall have the right to determine the method of shipment and routing of the Products, unless otherwise specified by Customer. Unless otherwise specified by BSG in writing, Customer shall pay such delivery charges as BSG may establish from time to time, which will be included on Customer's invoice. Delivery in a manner directed by Customer shall be at Customer's sole cost and expense. BSG shall not be liable for damages caused by delays in shipping or delivery for any reason whatsoever. Delay in the delivery of the Products shall not relieve Customer from the obligation to accept and pay for such Products.

4. TERMS SPECIFIC TO CONTRACTED HOPS. Please refer to the separate Terms & Conditions specific to your hops contract with BSG.

5. TERMS SPECIFIC TO SALES OF DISTILLING EQUIPMENT. If Customer purchases a Still Spirits still or any other distilling equipment supplied by BSG, the attached Sales of Distilling Equipment Terms & Conditions are incorporated herein by reference, and as used therein, the term "you" shall refer to Customer.

6. VARIATIONS. For bulk product deliveries, Customer agrees to accept a shipment quantity that is plus or minus a quantity up to five percent (5%) of the order quantity requested by Customer. Customer will be invoiced for the quantity that is actually shipped, based on certified calibrated scale measurements, within these guidelines and Customer agrees to pay the invoice pursuant to Paragraph 2 above. Customer further agrees and represents that it has received, reviewed, and accepted all information in the applicable Technical Specification Sheet (or similar) ("Specifications") for each Product delivered. BSG reserves the right to modify or discontinue any Product and any Specifications at any time without notice to Customer.

7. TAXES AND SHIPPING CHARGES. Customer shall be responsible for and pay all foreign, federal, state or local sales, use, value-added, excise and other taxes or duties applicable to the sale of the Products, as well as all shipping charges as BSG may establish from time to time.

8. CUSTOMER CLAIMS; RETURNS. Any claims by Customer with respect to either the quantity or quality of the Products received under any shipment made pursuant to these Terms and Conditions shall be conclusively deemed to be waived unless received by BSG in writing within 15 days after Customer receives the shipment. Orders accepted by Customer cannot be cancelled or returned, except with the prior written consent from BSG and upon terms that will indemnify BSG against all losses resulting therefrom, including loss of profits.

9. EXCLUSION OF WARRANTIES. BSG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BSG AGREES TO, AND HEREBY DOES PASS-THROUGH ANY WARRANTY RIGHTS BSG HAS IN RESPECT OF THE MANUFACTURERS AND/OR SUPPLIERS OF ANY PRODUCTS SOLD BY BSG TO CUSTOMER PURSUANT TO THESE TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH RIGHTS ARE ASSIGNABLE.

10. LIMITATIONS ON DAMAGES. BSG SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LABOR COSTS) ARISING FROM THE MANUFACTURE, SALE, PROVISION, POSSESSION, OR USE OF THE PRODUCTS, BREACH OF THESE TERMS, OR ANY OTHER CAUSE WHATSOEVER, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY OF LIABILITY, AND REGARDLESS OF WHETHER CUSTOMER OR BSG HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE WAS FORESEEABLE. IN ANY ACTION, CUSTOMER SHALL BE LIMITED TO DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID TO BSG FOR THE PRODUCTS THAT ARE THE MATERIAL SUBJECT OF SUCH ACTION. CUSTOMER ACKNOWLEDGES AND AGREES THAT BSG HAS RELIED ON THE FOREGOING LIMITATION AND CUSTOMER ACKNOWLEDGES THAT THIS PROVISION WAS ESSENTIAL IN ESTABLISHING THE PRICING FOR THE PRODUCTS.

11. FOOD SAFETY MODERNIZATION ACT. Certain Products sold under these Terms & Conditions are derived from raw agricultural products and are not processed to control for organisms responsible for food borne illness. Such certain Products sold to Customer in connection herewith require further processing to control for organisms responsible for food borne illness before they will be suitable for human consumption, and Customer shall be solely responsible for ensuring that such further processing occurs prior to the Products being made available for human consumption. If Customer has any question or concern regarding whether any Products are so derived or unprocessed, Customer shall immediately contact BSG and obtain such information as Customer requires to answer any and all associated questions or concerns.

12. FORCE MAJEURE. BSG shall not be liable for any delays in delivery, or for non-delivery or nonperformance, in whole or in part, caused by the occurrence of any contingency beyond the control of either BSG or suppliers of BSG. The existence of any such cause or causes of delay shall extend the time of performance by the time or times measured by any such cause or causes of delay.

13. SOLVENCY. Customer represents to BSG that Customer is able to pay its obligations in the ordinary course of business.

14. INDEMNITY. Customer shall defend (with counsel acceptable to BSG), indemnify and hold harmless BSG and its subsidiaries and affiliates, and their respective directors, managers, governors, officers, employees, shareholders, members, and agents, from and against any and all damages, losses, claims, and expenses, including reasonable attorneys' fees and other costs and expenses of litigation, resulting from Customer's breach of these Terms & Conditions or Customer's or its agents' negligent acts or omissions with respect to the Products.

15. APPLICABLE LAW. These Terms & Conditions shall be governed by the laws of the State of Minnesota. With respect to any dispute or claim arising hereunder, Customer agrees and consent to jurisdiction of and exclusive venue in any state or Federal court located in Hennepin County, MN.

16. MODIFICATION; WAIVER. No amendment to these Terms & Conditions will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or nonperformance of an obligation hereunder will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute waiver of satisfaction of any other condition or nonperformance of any other obligation.

17. SEVERABILITY. If any provision hereof shall be determined to be illegal or unenforceable, the validity of the remaining provisions shall not be affected thereby. If any provision hereof is determined to be overbroad as written, that provision should be considered to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.

18. SURVIVAL. Notwithstanding the completion of an order or the cessation of commercial relations between the parties, these Terms & Conditions shall survive.

19. PRODUCT CHANGES. BSG may, at its sole discretion, change or discontinue any Product, with or without prior notice to Customer.

20. STOCK OUTS. BSG may experience stock outs from time to time. Customer's sole and exclusive remedy in the event that BSG cannot fill an order due to a stock out or fills an order partially or incompletely will be cancellation of the impacted order and a refund of Customer's money actually paid to BSG for such impacted order.

21. NON-DISPARAGEMENT. Customer shall not, at any time directly or indirectly, engage in any form of conduct, take any action, make any statement or representation, oral or written, or by any combination thereof or by any other means act in a manner that injures or is detrimental to the reputation or goodwill of BSG or its Products. Notwithstanding the foregoing, Customer is encouraged to contact BSG directly with any questions, comments, or concerns. **REMEDIES.** Customer agrees and understands that a breach or threatened breach of any of the covenants or agreements set forth in the Section entitled "NON-DISPARAGEMENT" of these Terms & Conditions will cause BSG irreparable harm for which there is no adequate remedy at law, and, without limiting whatever other rights and remedies BSG may have at law or in equity, Customer consents to the issuance of a court order in favor of BSG requiring specific performance of and/or enjoining the breach of any of such covenants by Customer. If any or all of such covenants are held to be unenforceable because of the scope or duration of such covenant or agreement, the parties agree that the court or arbitrator making such determination shall have the power to reduce or modify the scope and/or duration of such covenant to the extent that allows the maximum scope and/or duration permitted by applicable law.

22. CLASS ACTION WAIVER. CUSTOMER HEREBY WAIVES ITS RIGHTS TO FILE A CLASS ACTION LAWSUIT OR DEMAND FOR COMBINED ARBITRATION. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. CUSTOMER SHALL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH CUSTOMER ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR OTHER PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

SALES OF DISTILLING EQUIPMENT TERMS & CONDITIONS

The use and possession of stills and other distilling equipment is heavily regulated by foreign, federal, state, and/or local laws. Distillation of alcohol for consumption or other use in the United States (and various other jurisdictions) without required federal and, where applicable, state licenses or permits is illegal and could result in jail time, fines, forfeiture of property, or other penalties. If you purchase a Still Spirits still or any other still or distilling equipment supplied by Brewers Supply Group, Inc. or any of its subsidiaries or affiliates (collectively "BSG"), you expressly represent and warrant to BSG that you will comply with (i) all laws applicable to the possession, use and operation of such equipment; and (ii) all instructions for the use and operation of such equipment.

BSG supplies stills and other distilling equipment in jurisdictions throughout the world, including in areas that may not require licenses or permits for the distillation of certain volumes of alcohol or the distillation of alcohol for non-commercial use. Accordingly, if you view any marketing or other communications related to stills or other distilling equipment supplied by BSG that appear to indicate that the equipment may be used to distill alcohol, such communications shall be deemed to include the phrase "with all required licenses and permits and in accordance with all applicable laws."

IF YOU PURCHASE, POSSESS, USE OR OPERATE ANY STILL OR OTHER DISTILLING EQUIPMENT SUPPLIED BY BSG, YOU AGREE AND ACKNOWLEDGE THAT DISTILLING ALCOHOL CAN BE DANGEROUS AND INCLUDES RISKS INCLUDING, BUT NOT LIMITED TO, FIRE, EXPLOSION, AND/OR THE PRODUCTION OF SUBSTANCES THAT MAY BE ILLEGAL OR POISONOUS AND THAT YOU FULLY UNDERSTAND AND APPRECIATE SUCH RISKS AND KNOWINGLY AND VOLUNTARILY AGREE TO ASSUME ALL SUCH RISKS.

If you purchase, possess, use or operate any still or other distilling equipment supplied by BSG you further agree to defend, indemnify, and hold harmless BSG from and against all damages, penalties, losses, claims, suits, other proceedings, and expenses of every kind or nature, whether in contract or tort, including all reasonable attorneys' fees and costs (collectively, "Losses"), arising from the ownership, possession, use or operation of such still or other distilling equipment, regardless of whether such Losses are reasonably foreseeable and including Losses related to personal injury or death to you or others. You acknowledge and agree that the foregoing agreement to indemnify, defend and hold BSG harmless and the limitation of liability contained herein are integral parts of the transaction to which these Terms and Conditions relate and that without such provisions BSG would not have entered into such transaction with you.

EXCEPT AS OTHERWISE PROVIDED IN THAT CERTAIN "24 MONTH WARRANTY FOR EQUIPMENT PRODUCTS" PROVIDED BY BSGI NZ, A NEW ZEALAND LIMITED COMPANY ("BEVIE"), WHICH IS NOT BINDING ON BREWERS SUPPLY GROUP, INC. OR ANY OTHER BSG AFFILIATE OR SUBSIDIARY EXCEPT BEVIE, BSG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY STILL OR OTHER DISTILLING EQUIPMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BSG SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES RELATING TO THE STILL OR OTHER DISTILLING EQUIPMENT IT SUPPLIES, OR THE SALE THEREOF, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE AND IRRESPECTIVE OF WHETHER BSG OR YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IF ANY PROVISION HEREOF SHALL BE DETERMINED TO BE ILLEGAL OR UNENFORCEABLE, THE VALIDITY OF THE REMAINING PROVISIONS SHALL NOT BE AFFECTED THEREBY. IF ANY OF THE PROVISIONS IN THIS AGREEMENT ARE DETERMINED TO BE OVERBROAD AS WRITTEN, SUCH PROVISION SHALL BE DEEMED AMENDED TO NARROW ITS APPLICATION TO THE MINIMAL EXTENT NECESSARY TO MAKE THE PROVISION ENFORCEABLE ACCORDING TO APPLICABLE LAW AND ENFORCED AS AMENDED.

If you resell or otherwise transfer any still or other distilling equipment supplied by BSG you agree that: (i) you possess appropriate product liability, commercial general liability, and other insurance coverage in amounts and types sufficient to protect against all reasonably foreseeable claims related to the stills or other distilling equipment you purchased from BSG; (ii) you will obtain from any transferee their express agreement to all of the terms and conditions herein contained; and (iii) you will not assist or recommend that the transferee act in violation of such terms and conditions or any applicable laws or regulations.

Any questions related to the lawful purchase, possession, use or operation of distilling equipment, including stills, or the effects of these terms and conditions, should be directed to a legal advisor who has knowledge of the laws in your jurisdiction.