WHOLESALE INVOICE TERMS AND CONDITIONS

For GATO ROJO and other alcoholic beverages sold by La Sobremesa Foods LLC

IMPORTANT: These Terms are part of each confirmed order and invoice unless La Sobremesa Foods LLC accepts different terms in a signed writing. Applicable law and the conditions of Seller's licenses control if they conflict with this document.

1. SELLER, BUYER AND SCOPE

In these Terms, **Seller** means La Sobremesa Foods LLC and **Buyer** means the licensed retail account named on the applicable order or invoice. These Terms govern wholesale sales of alcoholic beverages by Seller, including GATO ROJO. Buyer represents that its account, premises, receiving location and California alcoholic beverage license information are accurate and current, and that the person placing or accepting the order is authorized to act for Buyer.

2. ORDERS AND ACCEPTANCE

A quote, sales conversation, purchase order or order request is not accepted until Seller confirms the product, quantity, price, payment requirement and delivery or pickup terms. Seller may decline, limit or place an order on hold for inventory, licensing, compliance, credit, payment or route reasons. Changes and cancellations require Seller's written confirmation. Seller does not accept consignment terms or any unrestricted right to return saleable product.

3. PRICING, TAXES AND CHARGES

The confirmed invoice controls the price and any approved discount. Buyer must pay applicable taxes, deposits, recycling charges, delivery charges and other lawful amounts shown on the invoice. No representative may promise free goods, rebates, billbacks, promotional consideration or account-specific support outside an approved and compliant written program.

4. PAYMENT METHOD AND PROCESSOR

For a wholesale delivery from Seller to a retailer licensee on or after January 1, 2026, payment must be made by an electronic funds transfer that satisfies California Business and Professions Code section 25509.1, unless a statutory exception applies or Seller chooses to accept a credit card. Seller will initiate a required EFT by initiating the withdrawal of funds from Buyer's bank account, and the transfer must occur no later than the expiration of the 30th day from delivery. The processor will be selected or agreed as permitted by law. Buyer will provide the account authorization and information reasonably required for the approved payment method.

5. PAYMENT FEES, CARDS AND EXCEPTIONS

Each party is responsible for the electronic payment costs it incurs, and neither party may directly or indirectly pay the other party's payment-service fees. Seller may accept a credit card at its discretion in lieu of EFT only when Buyer bears the transaction cost. Cash, check or money order may be accepted only when an exception in applicable law permits it. An invoice link, ACH option or processor name does not by itself establish legal compliance; the payment setup and transaction must satisfy applicable requirements.

6. CREDIT APPROVAL AND DUE DATES

New accounts are prepaid or payment due on delivery unless Seller issues written credit approval. A credit application or requested term does not grant credit. Net 15 or Net 30 applies only to the account, limit and period Seller approves in writing. No term may extend payment beyond the maximum allowed by law. Seller may reduce, suspend or withdraw credit based on payment history, account changes, license status, risk or legal requirements.

7. PAST-DUE BALANCES AND APPLICATION OF FUNDS

If Buyer does not pay in full by the expiration of the 30th day, Seller will require payment in advance for later sales until all qualifying balances are paid, as required by California Business and Professions Code section 25509. Seller will charge 1 percent of the unpaid balance on the 43rd day and an additional 1 percent for each 30 days thereafter when the statute requires it. Payments are applied first to the oldest alcoholic-beverage balance. A postdated or dishonored check is not payment.

8. INVOICES, DISPUTES AND DEDUCTIONS

Buyer must identify an invoice dispute promptly in writing and provide the invoice number, disputed amount and specific reason. Buyer may not take an unauthorized deduction, setoff, rebate, billback, promotional credit or return allowance. Seller will document an approved adjustment by credit memo and will not silently alter the original invoice. An undisputed amount remains payable when due.

9. DELIVERY, PICKUP AND PROOF OF DELIVERY

Delivery or pickup is subject to the confirmed route, window and receiving requirements. Buyer must provide safe, lawful access and an authorized receiver at the licensed premises. Alcohol may not be left unattended without an approved receiving process. Seller's delivery record, signed proof of delivery or electronic acknowledgment will record the account, premises, invoice or order, cases, lots when available, visible exceptions and receiver.

10. INSPECTION AND CLAIMS

Buyer must inspect case count and visible condition at delivery or pickup and record any visible shortage, breakage or damage on the proof of delivery. Buyer must report a concealed defect within 48 hours after receipt and provide the account name, invoice, lot code, quantity, photos and a description of the issue. A claim that Seller delivered the wrong product or an excess quantity must be reported promptly and no later than 15 days after delivery. Seller may inspect or request return of affected product before approving any remedy.

11. FINAL SALE; LIMITED RETURNS, EXCHANGES AND CREDITS

All sales are final except a return, exchange, replacement or credit expressly permitted by California law and approved by Seller in writing. Seller does not accept returns for overstock, slow movement, Buyer's ordering error, change of mind, unsuccessful resale or convenience. For wine, legally permitted remedies may include correction of a wrong product or quantity, identical exchange of damaged or deteriorated product, recall handling, court-ordered return, discontinued-item exchange, or another circumstance authorized by California Business and Professions Code section 23104.1. Every approved return requires verified lot and quantity and lawful disposition. A credit is effective only when Seller issues a credit memo. Nothing in these Terms creates a consignment arrangement or unrestricted return right.

12. TITLE, RISK AND LICENSED-CHANNEL COMPLIANCE

Title and risk transfer according to the confirmed delivery or pickup terms and applicable law. Buyer will purchase, receive, store, offer and resell product only through properly licensed channels and at authorized premises. Buyer may not alter, obscure or remove labels, lot codes, warnings or other required statements. Buyer will promptly notify Seller of any change in ownership, license status, licensed premises, billing information or delivery address.

13. RECORDS AND ELECTRONIC COMMUNICATIONS

The confirmed order, invoice, approved account terms, payment record, proof of delivery, credit memo and these Terms form the commercial record. Electronic signatures, payment authorizations, invoice links, emails and electronic acknowledgments may be used to document the transaction. Buyer is responsible for maintaining current buyer, accounts-payable and receiving contacts.

14. FORCE MAJEURE

Neither party is responsible for a delay caused by an event reasonably outside its control, including interruption of transportation, utilities, payment services, labor, government action, natural disaster or supply, provided the affected party gives prompt notice when practical and takes reasonable steps to reduce the delay. This section does not excuse payment already due for product delivered.

15. CONFLICTING TERMS AND CHANGES

Any buyer purchase-order or vendor terms that conflict with these Terms are rejected unless Seller accepts the specific change in a signed writing. If a provision is unenforceable, it will be limited to the minimum extent necessary and the remaining provisions will continue. Seller may revise these Terms prospectively; the version identified on the confirmed order or invoice applies to that transaction.

16. ACKNOWLEDGMENT

Buyer acknowledges receipt of these Terms through a signed account form, signed or electronically acknowledged order, invoice or proof of delivery, or another written confirmation. Questions or requests for a different approved term must be resolved in writing before delivery.