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**PRIVATE ORDER POLICY**  
**Version for “Permit Holders”**  
**Adopted by the Board of Directors on June 4, 2010.**

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## 1. PRINCIPLE

The SAQ offers anyone who is interested the means to acquire alcoholic beverages it does not sell in its distribution network.

To benefit from this service, an individual must submit a private order request to the SAQ and comply with the associated terms.

In order to simplify the presentation of the applicable rules for this procedure, the SAQ has decided to publish three versions of its Private Order Policy by regrouping the specific rules that apply to three distinct groups of interested parties.

In this version, the term “online” means, according to the context, that the information is available or that an action can be carried out through the SAQ website ([www.saq.com](http://www.saq.com).)

## 2. THE CLIENTELE

The clientele targeted by this version of the policy is:

- a) “permit holders”, meaning individuals who hold a permit issued by the *Régie des alcools des courses et des jeux* authorizing the onsite consumption of alcoholic beverages at their establishment.
- b) holders of an authorization for ship provider of alcoholic beverages, issued by the SAQ;
- c) holders of an authorization to sale alcoholic beverages in duty-free shops, issued by the SAQ.

These holders of licence and authorization are hereinafter referred to as “clients”.

### **3. MINIMUM ORDER AMOUNT**

The minimum amount for a private order request is \$150 (at the supplier's price) per product from a same supplier.

A fee of \$100 is charged for each private order request that does not comply with the requirement stipulated in the previous paragraph.

### **4. PRIVATE ORDER REQUEST**

A client can submit a private order request online by completing the appropriate form.

The SAQ will refuse any order for which the client has paid or intends to pay the supplier directly.

### **5. DEPOSIT**

The client must give to the SAQ a deposit when submitting the private order request. The deposit amount corresponds to a percentage of the SAQ purchase price for the products ordered.

This percentage varies according to the SAQ evaluation of the client based on criteria available online.

- Category client A: 40%
- Category client B: 80%
- Category client C: 100%

Holders of an authorization to sale alcoholic beverages in duty-free shops and holders of an authorization for ship provider of alcoholic beverages are always considered as category client B.

The SAQ can offset any amount owed by the client from the deposit.

## **6. PAYMENT OF THE DEPOSIT**

The deposit must be paid by credit card, by cheque or in cash, or its payment must be secured by the issue of a bank letter of guarantee.

A deposit paid by credit card, by cheque, or in cash is redeemed by the SAQ however no interest will be credited to the client.

The bank letter of guarantee must be irrevocable for a minimum period of 12 months, and must be issued by a banking institution operating and located in Quebec where the letter of guarantee can be presented for payment.

## **7. ORDER CONFIRMATION**

The SAQ will issue a notice to the client confirming the order or notifying him of a cancellation depending on whether or not the supplier accepts the order from the SAQ.

## **8. PRICE CONTROL**

The SAQ verifies the prices declared by the client.

When the price declared by the client does not reflect the market value of the products, the SAQ pays the supplier the declared price and adjusts its retail selling price calculation based on the market value of the products. This market value corresponds to the price charged by a supplier for comparable products in the SAQ catalogue. The SAQ will inform the client who may cancel the private order request.

## **9. ESTIMATED TIMES FOR PRODUCT AVAILABILITY**

The client may consult the estimated times for the availability of ordered product according to the country of origin or the regions of the country.

## **10. ACCEPTANCE OF DELIVERY AND PAYMENT**

The client agrees to take possession of all products ordered no later than 210 days following the date of the product availability notice sent by the SAQ to the client.

The client must pay for the products ordered according to the payment terms that apply to its other purchases at the SAQ.

## **11. STORAGE**

The SAQ stores the products ordered free of charge for a period of 150 days effective from the date of the notice of product availability sent by the SAQ to the client.

If the products are left in the warehouse beyond the 150<sup>th</sup> day of storage, a fee for 30 days of storage will be charged, without any notice. In addition, if the products are left in the warehouse, beyond the 180<sup>th</sup> day of storage, another fee for 30 days of storage will be charged without any notice.

The client can consult the storage fees online.

## **12. FAILURE ON THE PART OF THE CLIENT**

If the client fails to take delivery of all products before the end of the storage period stipulated in the section entitled "Acceptance of delivery and payment", the sale of products remaining in the warehouse will be resolved as a matter of right, without any notice, and the SAQ will take possession of the products and dispose of them at its discretion.

The client will be held accountable for the price charged by the supplier for any product the SAQ takes possession of, and for all costs associated with the private order in question including the cost of disposing of products.

The client can consult the list of applicable fees online.

## **13. RETURNING DEFECTIVE PRODUCTS**

The SAQ offers a one-year warranty against any defect for products sold by private order. A defective product can only be refunded. To exercise this warranty, the client must submit a request to a point of sale or to the SAQ Customer Service department.

The SAQ does not accept any return of products that are not defective.

## **14. PRODUCT STANDARDS**

The SAQ may refuse to sell a product ordered by the client if the product does not comply with the applicable standards for composition, elaboration, labelling and packaging relative to private order products.

The SAQ may also refuse to sell any product if it reasonably believes that the sale of this product in Quebec may violate a law or contravene to its responsibilities specifically as a result of any inscription, representation, or design on the label or container.

## **15. DELIVERY**

The SAQ delivers ordered products to clients in accordance with the SAQ offer of services to permit holders for listed products. This offer of services can be consulted online.

Products ordered by holders of an authorization to sale alcoholic beverages in duty-free shops are delivered in accordance with the terms indicated in the aforementioned authorization.

Products ordered by holders of an authorization for ship provider of alcoholic beverages are delivered in accordance with the terms in force at the time of the delivery.