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## **PRIVATE IMPORT POLICY VERSION for "Individuals"**

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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 grouping together 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) or on the private imports site.

### **2. CLIENTELE**

The clientele targeted by this version of the policy is individuals who order a product from the SAQ and who procure this product for their personal use (hereinafter referred to as "clients"). A client is a physical person who is at least 18 years of age.

Buying groups, such as wine clubs, are included in this clientele.

A buying group is an organization for which an individual who is designated as an "organizer" submits a private order request for a group of physical persons.

The organizer cannot sell products to members of a buying group or ask them for money in order to obtain products for them.

### **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.

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

The client submits its 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 80% of the SAQ purchase price for the products ordered.

The deposit must be paid by credit card at the time the private order request is submitted.

The deposit paid is collected by the SAQ, but no interest is credited to the client.

For the purchasing group, the customer must have a financial guarantee sufficient to cover the amount of all deposits due for the products ordered.

The financial guarantee must be paid by credit card or its payment must be guaranteed by the delivery of a bank letter of guarantee.

### **6. 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.

### **7. 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.

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

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

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

The client agrees to take possession of all products ordered, in a single delivery, no later than 30 days following the date of the product availability notice sent by the SAQ to the client.

The client must pay for the products ordered no later than on the day of the delivery of the products.

The organizer of a buying group must pay for the order on behalf of the buyers. When payment is made, he must provide the list of the names and addresses of the buyers who are part of the buying group, along with the designation and quantity of products for each individual. The SAQ will issue an invoice to each member of the buying group. The invoice will include a notice to the effect that the products have already been paid.

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

If the client fails to take delivery of all the products, the sale of the products remaining in the warehouse will be resolved as a matter of right, without 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.

## **11. RETURN OF DEFECTIVE PRODUCTS**

The SAQ offers a warranty against any defect for products sold by private order. A defective product can only be refunded. In order to exercise the 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.

## **12. PRODUCTS STANDARDS**

The SAQ may refuse to sell a product ordered by a 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 Québec may violate a law or contravene to its responsibilities, specifically as a result of any inscription, representation, or design on the label or the container.