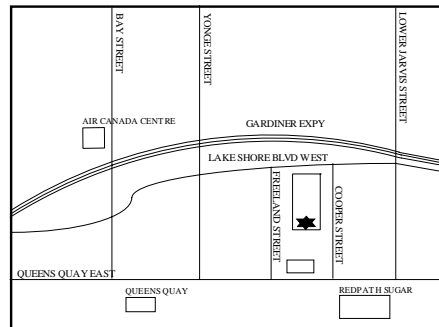




DISCOVER THE WORLD

## SPECIALTY SERVICES PRIVATE ORDERING

### ORDERING GUIDELINES



**Address of the Main Office and Warehouse:**

Liquor Control Board of Ontario  
Specialty Services Private Ordering  
33 Freeland Street  
Toronto Ontario M5E 1L7

**Hours of operation:**

Monday to Friday 8:00 am to 4:00 pm

**To contact us:**

Phone: 416-864-6739 **or**

1-800-668-5144

Fax: 416-365-5934

## **How to obtain a Product & Price Quote**

Any beverage alcohol product that is not available as a regularly stocked product with any of our Liquor Control Board of Ontario (LCBO) Retail Outlets may be sourced through the Private Ordering Department.

To obtain a price quote for a particular product, a Customer (who, for purposes of these Guidelines, may be a private individual ordering for personal consumption or a licensee ordering for the purpose of selling to individuals within a licensed establishment) must complete the LCBO's Contact Information and Order Forms, available through the LCBO web page link below. The completed forms may be submitted through the web page, or mailed or faxed to the Private Ordering Department at the address and fax number provided on the front cover.

[www.lcbo.com/programs\\_services/private\\_ordering/content\\_priv\\_ordering.shtml](http://www.lcbo.com/programs_services/private_ordering/content_priv_ordering.shtml)

The LCBO will conduct a product availability search based on the detailed information provided by the Customer. The appropriate Supplier or Manufacturer's Representative will be contacted to determine the status of the product's availability and if available, what is the minimum order requirement and price. This process may require six weeks to complete.

NOTE: Generally, the minimum order requirement is one (1) case, with no mixed selections. However, mixed products within a case may be permitted as long as the products are of equal value, type (red, white, sparkling, etc), alcohol content and are from one Supplier. Some Suppliers impose a larger minimum order requirement for export orders. A case usually consists of 12 bottles of the same product but can vary from one (1) to 24 bottles with a maximum total volume of 9000 mL.

Under NO circumstances is the inclusion of promotional material acceptable.

Once Private Ordering has concluded the search for the product and has contacted the Supplier or its Representative, the Customer will be contacted with the details and information about the remaining steps required in placing an order. (see, Placing an Order)

## **Placing an Order**

All orders placed with Private Ordering are subject to all LCBO rules and regulations. The LCBO reserves the right to amend, delete or add to these rules and regulations and the forms to be used for private ordering from time to time. The Order Forms required are provided by the LCBO's Private Ordering Department.

### ***Information Required***

To place an order, the Customer must submit fully completed, signed order form(s) and the appropriate amount of deposit, to the Private Ordering Department. The form(s) must contain, at a minimum, the following information:

1. The complete legal name, address, phone and fax number(s), the established LCBO numbers of the Supplier (the winery, brewery or distillery in question) and the currency in which the Supplier is to be paid.
  - a. Established LCBO numbers refer to the identification number assigned to all Suppliers, Customers and Manufacturer's Representative by the Private Ordering Department for the purposes of placing, tracking, receiving and payment of orders.

2. The complete legal name, address, phone and fax number(s) and the established LCBO numbers of the Customer.
3. The number of cases to be ordered, Supplier's exact brand name of the product, percent of alcohol content, vintage, product type, bottle size, bottles per case and the Supplier's quote per full case amount.
4. The shipping method (FOB, FCA, EXCELLAR or AIR), the Port, the party to whom payment will be made, the deposit amount, the payment method and whether or not delivery to a LCBO Retail Outlet is required.

NOTE: Some of this information may be supplied to the customer at the time of placing the quote request and some of this information will be provided once the order has been placed.

### ***Forms Required***

The form(s) required when placing an order are:

1. **Supplier's Quote Confirmation Letter**, stating product quote value, payment currency, shipping terms, bottles per case, bottle size, product alcohol percentage, vintage and country of origin
2. **Specialty Services Private Ordering Regular/Licensee Order Form** signed by the Customer or an authorized signing officer of the Customer (for example, the authorized signing officer of a Society or Club, or the head of a Diplomatic Institution or other person authorized to sign on its behalf).
3. **LCBO Laboratory Waiver Request**, available only for products ordered for private consumption, not for resale to the public, and subject to the LCBO's approval.

### **Ordering Procedures**

The LCBO Private Ordering Department will issue a purchase order to the Supplier, setting out the product name, size, price (using the price stated on the Supplier's quote confirmation letter), quantity ordered and number of bottles per case. Upon receipt of the product(s) described in the purchase order, the LCBO will pay the Supplier the price quoted. The LCBO will NOT pay any additional amounts for packaging, crating or freight incurred by or for the Supplier. These costs are the responsibility of the Supplier.

Once the purchase order has been confirmed or finalized (see "Changes to Orders"), the ordered products will be shipped to the LCBO at its Private Ordering Warehouse.

When placing an order, the appropriate deposit must be submitted at the time of the order. The required deposit varies depending upon the category of beverage alcohol ordered and, in some circumstances, the retail price of the order.

In some instances, based on the dollar value of the order and at the LCBO's discretion, the Customer will be required to make a 25% minimum flat rate deposit. The deposit payment may be made by way of cash, certified cheque, debit and/or credit card.

As at August 31, 2004, the deposit rates were as follows:

<u>Category</u>	<u>Deposit</u>
1. Spirits	\$25/case
2. Wines	\$ 8/case
3. Beers	\$ 5/case

The LCBO reserves the right to change these deposit requirements from time to time, and, in its discretion, to require a larger deposit amount from any Customer, who in the past, has failed to comply with the LCBO's Private Ordering Program requirements on more than one occasion.

### ***Shipping Arrangements***

The LCBO Import and Domestic Traffic Department arranges the shipment of the order(s) from the Supplier through the use of freight forwarders. Where possible, orders are consolidated to keep the freight costs reasonable.

Factors which may affect the arrival of an order include: the number of orders placed as a whole by the LCBO which can be consolidated in the country of origin, the Supplier's stock on hand status and the shipping schedule of the freight forwarder to ship the requested product. The LCBO will not be liable under any circumstances for any delays in shipment of an order.

Where Customers would like to expedite their order(s), they can arrange with the Supplier for their own delivery and shipment with an air freight carrier. For the purposes of the order, this arrangement must be described, in writing, on the order form. The Customer is responsible for and must pay the air freight cost at the time of shipping.

### ***Changes to Orders***

Upon receipt of a purchase order from the Private Ordering Department, the Supplier must confirm or decline the order. If the purchase order must be corrected, or if any product substitutions are required by the Customer, the LCBO will charge the Customer a service fee of \$25.00 plus GST.

A Customer who wishes to cancel an order must immediately send written notice (by way of Canada Post, fax, and/or email) to the Private Ordering Department. Upon receipt of a cancellation request, the Private Ordering Department will contact the Supplier. If the Supplier has not processed and shipped the order already, the LCBO will request that the purchase order be cancelled. The LCBO will charge the Customer a fee of \$25.00 plus GST for each purchase order cancelled.

However, if the order cannot be cancelled, the Customer will be responsible for purchasing it from the LCBO as if the cancellation request had not been made. Upon receipt of the order at the LCBO's Private Ordering Warehouse, the Private Ordering Department will contact the Customer and request final payment for the order. If the Customer refuses to accept the order, the order will be considered unclaimed (see, "Picking Up Orders").

Where the Customer has paid a deposit to the LCBO with respect to a purchase order, and the Supplier subsequently cancels the purchase order, the deposit will be refunded to the Customer.

### ***Laboratory Testing***

When an order is received at the Private Ordering Warehouse, if any of the ordered product(s) requires laboratory testing, a sample bottle will be sent to the LCBO Quality Assurance (QA) Laboratory. Mandatory testing applies to all products purchased for resale to the general public.

An order that fails to meet the product standards with respect to chemical content and product labelling will be either returned to the Supplier and/or destroyed under Canada Customs supervision. The customer's deposit will be refunded and the Supplier is responsible for all costs associated with products that do not pass LCBO Quality Assurance testing.

### ***Picking Up Orders***

Once the retail pricing has been calculated and the laboratory clearance has been given to the order, the Customer is able to retrieve the order. Payment for the product must be made at the LCBO Private Ordering Department within thirty (30) days following notification of availability. A storage fee of \$2 per case per month, or part thereof, plus interest at the rate of 1.5% per month, will be charged to the order that is picked up more than 30 days, but fewer than 91 days, following its notification of availability.

The Customer can pick up the product at either the LCBO Private Ordering Warehouse or request the product be sent to the nearest LCBO Retail Outlet outside of the GTA area.

An order that is not been paid for and picked up within 90 days following its notification of availability will be deemed to be "unclaimed" and will be seized by the LCBO on the 91<sup>st</sup> day and will not be available to the Customer. The Customer's deposit will be forfeited. The Customer will not be liable for storage fees with respect to unclaimed orders. Unclaimed orders may be sold by the LCBO (usually at a discounted price) through one or more of its Retail Outlets, or returned to the Supplier, or otherwise disposed of.

The LCBO reserves the right to change these requirements and fees from time to time.

### **Trade Resources**

For further information and contact resources please note the internet link below which may assist you.

[www.lcbotrade.com](http://www.lcbotrade.com)