

§ 18B-1201. Definitions.

As used in this Article, unless the context requires otherwise:

- (1) "Agreement" means a commercial relationship between a wine wholesaler and a winery. The agreement may be of a definite or indefinite duration and is not required to be in writing. Any of the following constitutes prima facie evidence of an "agreement" within the meaning of this definition:
 - a. A relationship whereby the wine wholesaler is granted the right to offer and sell a brand offered by a winery;
 - b. A relationship whereby the wine wholesaler, as an independent business, constitutes a component of a winery's distribution system;
 - c. A relationship whereby the wine wholesaler's business is substantially associated with a brand offered by a winery;
 - d. A relationship whereby the wine wholesaler's business is substantially reliant on a winery for the continued supply of wine;
 - e. The shipment, preparation for shipment, or acceptance of any order by any winery or its agent for any wine or beverages to a wine wholesaler within this State;
 - f. The payment by a wine wholesaler and the acceptance of payment by any winery or its agent for the shipment of any order of wine or beverages intended for sale within this State.
- (2) "Territory" or "sales territory" means the area of primary sales responsibility expressly or implicitly designated by any agreement between any wine wholesaler and winery for a brand offered by any winery.
- (3) "Wine wholesaler" means any holder of a wine wholesaler permit, wine importer permit, or bottler permit issued under the authority of this Chapter.
- (4) "Winery" means any holder of an unfortified winery permit, fortified winery permit, limited winery permit, or nonresident wine vendor permit issued under the authority of this Chapter who sells at least 1,250 cases of wine in North Carolina per year. (1983, c. 85, s. 2; 2010-122, s. 26; 2011-73, s. 1.)