

ANNEX 5-A

WINE

Definitions

1. For the purposes of this Annex:

container means any bottle, barrel, cask or other closed receptacle, irrespective of size or of the material from which it is made, used for the retail sale of wine;

label means any brand, mark, pictorial or other descriptive matter that is written, printed, stencilled, marked, embossed or impressed on, or firmly affixed to the primary container of wine;

oenological practices means winemaking materials, processes, treatments and techniques, but does not include labelling, bottling or packaging for final sale;

single field of vision means any part of the surface of a primary container, excluding its base and cap, that can be seen without having to turn the container;

supplier means a producer, importer, exporter, bottler or wholesaler;

verification means the action of confirming the veracity of individual conformity assessment results, such as requesting information from the conformity assessment body or the body that accredited, approved, licensed or otherwise recognised the conformity assessment body, but does not include requirements that subject a product to conformity assessment in the Area of the importing Party that duplicate the conformity assessment procedures already conducted with respect to the product in the Area of the exporting Party or a non-Party, except on a random or infrequent basis for the purpose of surveillance, or in response to information indicating non-compliance; and

wine means a beverage that is produced by the complete or partial alcoholic fermentation exclusively of fresh grapes, grape must or products derived from fresh grapes in accordance with the related laws and regulations of the producing Party.

Scope

2. This Annex shall apply to wine.

Information and Labelling

3. Each Party shall make information about its laws and regulations concerning wine publicly available.

4. A Party may require that a supplier ensures that:
 - (a) any statement required by that Party to be placed on a wine is:
 - (i) clear, specific, truthful, accurate and not misleading to the consumer;
and
 - (ii) legible to the consumer; and
 - (b) any label be firmly affixed.
5. Each Party shall permit the alcoholic content by volume indicated on a wine label to be expressed by alcohol by volume (alc/vol), for example “12% alc/vol” or “alc 12% vol”, and to be indicated in percentage terms to a maximum of one decimal point, for example, 12.1%.
6. Each Party shall permit suppliers to use the term “wine” as a product name. A Party may require a supplier to indicate additional information on a wine label concerning the type, category, class or classification of the wine.
7. With respect to wine labels, each Party shall permit the information set out in paragraph 9(a), paragraph 9(b), paragraph 9(c) and paragraph 9(d) to be presented in a single field of vision for a container of wine. If this information is presented in a single field of vision, then the Party’s requirements with respect to placement of this information are satisfied. A Party shall accept any of the information that appears outside a single field of vision if that information satisfies its laws, regulations and requirements.
8. Notwithstanding paragraph 7, a Party may require net contents to be displayed on the principal display panel for a subset of less commonly used container sizes if specifically required by its laws and regulations.
9. If a Party requires a wine label to indicate information other than:
 - (a) product name;
 - (b) country of origin;
 - (c) net contents; or
 - (d) alcohol content,

it shall permit the supplier to indicate the information on a supplementary label affixed to the wine container. A Party shall permit the supplier to affix the supplementary label on the container of the imported wine after importation but prior to offering the product for sale in its Area, and may require that the supplier affix the supplementary label prior to

release from customs. For greater certainty, a Party may require that information on a supplementary label meet the requirements set out in paragraph 4.

10. For greater certainty, notwithstanding paragraph 7 and paragraph 9, a Party may impose any labelling requirement to fulfil a legitimate objective, such as for the protection of human health and safety, in accordance with the TBT Agreement.

11. For the purposes of paragraph 4 and paragraph 9, if there is more than one label on a container of imported wine, a Party may require that each label be visible and not obscure mandatory information on another label.

12. If a Party has more than one official language, it may require that information on a wine label appear in equal prominence in each official language.

13. Each Party shall permit a supplier to place a lot identification code on a wine container, if the code is clear, specific, truthful, accurate and not misleading, and shall permit the supplier to determine:

- (a) where to place the lot identification code on the container, provided that the code does not cover up essential information printed on the label; and
- (b) the specific font size, readable phrasing and formatting for the code provided that the lot identification code is legible by physical or electronic means.

14. A Party may impose penalties for the removal or deliberate defacement of any lot identification code provided by the supplier and placed on the container.

15. For wine of alcoholic strength by volume of 10% or more, neither Party shall require a supplier to indicate any of the following information on a wine container, labels or packaging:

- (a) date of production or manufacture;
- (b) date of expiration;
- (c) date of minimum durability; or
- (d) sell by date,

except that a Party may require a supplier to indicate a date of minimum durability or expiration on products that could have a shorter date of minimum durability or expiration than would normally be expected by the consumer because of: their packaging or container, for example bag-in-box wines or individual serving size wines; or the addition of perishable ingredients.

16. Neither Party shall require a supplier to place a translation of a trademark or trade name on a wine container, label or packaging.

17. Neither Party shall prevent imports of wine from the other Party solely on the basis that the wine label includes the following descriptors or adjectives describing the wine or relating to wine-making: chateau, classic, clos, cream, crusted/crusting, fine, late bottled vintage, noble, reserve, ruby, special reserve, solera, superior, sur lie, tawny, vintage or vintage character.

18. Neither Party shall require a supplier to disclose an oenological practice on a wine label or container except to meet a legitimate human health or safety objective with respect to that oenological practice.

Certification and Classification

19. A Party shall not require that imported wine:

- (a) be certified by an official certification body of the Party where the wine is produced; or
- (b) be certified by a body recognised by the Party where the wine was produced,

regarding the vintage, varietal or regional claims, unless that Party has a reasonable and legitimate concern about a vintage, varietal or regional claim for wine and the Party in whose Area the wine is produced requires such certification.

20. If a Party deems that certification of wine is necessary to protect human health or safety or to achieve other legitimate objectives, that Party shall consider the *Codex Alimentarius Guidelines for Design, Production, Issuance and Use of Generic Official Certificates* (CAC/GL 38-2001), in particular the use of the generic model official certificate, as amended from time to time, concerning official and officially recognised certificates.

21. A Party shall normally permit a wine supplier to submit any required certification, test result or sample only with the initial shipment of a particular brand, producer and lot. If a Party requires a supplier to submit a sample of the product for the Party's procedure to assess conformity with its technical regulation or standard, it shall not require a sample quantity larger than the minimum quantity necessary to complete the relevant conformity assessment procedure. Nothing in this provision precludes a Party from undertaking verification of test results or certification, for example, where the Party has information that a particular product may be non-compliant.

22. Except when problems of human health or safety arise or threaten to arise for a Party, that Party shall normally allow a reasonable period of time for the sale of wine that have been placed on the market in its Area before taking enforcement action under any new technical regulation, standard or conformity assessment procedure for such products.

The period of time shall be stipulated and published by the authority responsible for that technical regulation, standard or conformity assessment procedure.

23. Each Party shall endeavour to assess the laws, regulations and requirements of the other Party in respect of oenological practices, with the aim of reaching agreements that provide for the Parties' acceptance of each other's mechanisms for regulating oenological practices, if appropriate.