

Sotheby's Wine Storage Terms of Use (UNITED KINGDOM)

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO YOU. PLEASE READ IT CAREFULLY.

BY CLICKING "ACCEPT" OR TAKING ANY OTHER ACTION THAT INDICATES YOUR AGREEMENT TO THESE TERMS OF USE ("TERMS OF USE"), YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE, AND YOU REPRESENT THAT (A) YOUR USE OF THE SERVICES WILL BE IN ACCORDANCE WITH THESE TERMS OF USE AND ALL APPLICABLE LAWS, RULES AND REGULATIONS AND (B) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING CONTRACT (18 YEARS OLD OR ABOVE IN THE UNITED KINGDOM).

The following Terms of Use are entered into by and between you and Sotheby's in London ("Sotheby's" or "we" or "us" or "our" or other similar pronouns) and, together with any documents incorporated herein by reference, govern our provision of and your use of the Sotheby's wine and spirits storage services, as described in these Terms of Use ("Services"). We offer the Services in connection with our Sotheby's Wine Virtual Cellar platform ("Platform"). Your access to and use of the Platform, and our provision of the Platform, is governed by Sotheby's Wine Virtual Cellar Terms of Use (United Kingdom).

We may change these Terms of Use from time to time, at any time, by posting such changes on the Sotheby's website for the Services, <https://www.sothebyswine.com/ny/uk-storage> ("Sotheby's Website"). We shall notify you by email at least 30 days prior to such changes. IF YOU DO NOT AGREE TO THE CURRENT VERSION OF THE TERMS OF USE, PLEASE NOTIFY US IMMEDIATELY, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THE SERVICES AND RECEIVE A RETURN OF YOUR WINE IN ACCORDANCE WITH SECTION 6 (RETURNING YOUR WINE).

1. Electronic Communication. In connection with the Services, you may provide your e-mail address to a Sotheby's representative or send us e-mails, and you will be communicating with us electronically. In so doing, you consent to receive communications from us electronically. We will communicate with you by e-mail. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

2. Ownership of Your Wine; Warranties. As part of the Services, we may store wine and/or spirits (a) that you purchase from us, that you have purchased from a third party, or that is/are otherwise legally in your possession, and (b) for which you engage us to provide the Services (collectively, "Wine"). By accepting these Terms of Use, you represent and warrant that:

(i) you are over the age of 18,

(ii) you have sole, complete and lawful right, title and interest in the Wine; or, if you are acting as an agent, your principal has sole, complete and lawful right, title and interest in the Wine, and you are properly authorized by your principal to store the Wine on these terms,

(iii) there are no claims or potential claims, legal proceedings, liens, security interests, encumbrances or other restrictions on or regarding the Wine, and you have no knowledge of any facts or circumstances that might give rise to any claims in connection with the Wine,

(iv) where the Wine has been imported into the United Kingdom, the Wine was lawfully imported, required declarations were made, any duties and taxes were paid, and the Wine was lawfully exported from the country or jurisdiction in which it had been located,

(v) you have no knowledge or reason to suspect that (A) the Wine is connected with the proceeds of criminal activity, or (B) you, or any co-owner(s) or principal(s) (or, if you are an entity, any person(s) or entity(ies) with a beneficial or ownership interest in you), are under investigation, charged with, or convicted of any substantive or predicate money laundering or economic sanctions crime, terrorist activity, tax evasion or act in violation of any applicable anti-bribery or anti-corruption law,

(vi) you (and your principal, if applicable) are not, nor are you or your principal (if applicable) owned, controlled, or acting on behalf of, an entity or individual that is: (A) the subject of economic sanctions, embargoes or other trade restrictions in any jurisdiction, including those administered and enforced by the United States, European Union, United Kingdom, United Nations Security Council, or other applicable sanctions authority (collectively, "Sanctions"), or (B) located, organized, or resident in a country or territory that is the subject of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea, Syria, Russian Federation and Belarus) (collectively, "Sanctioned Jurisdictions"),

(vii) if you are acting as agent on behalf of a principal, you have disclosed to us the identity of your principal and have taken steps reasonably designed to ensure compliance with Sanctions, anti-money laundering, anti-terrorism, and anti-bribery or anti-corruption laws, including but not limited to, conducting appropriate due diligence on your principal, and all commissions payable to you for this consignment have been authorized by your principal,

(viii) any compensation or insurance proceeds that you may receive pursuant to these Terms of Use will not be transferred to or used for the benefit of any person who is subject to Sanctions,

(ix) each Wine bottle and label accurately reflect the contents of the bottle and are not misleading in any manner,

(x) all taxes and duties applicable to the Wine are paid in full,

(xi) you have not violated and will not violate any applicable law, regulation or code in connection with these Terms of Use, including without limitation any regulations stipulated by HMRC, and

(xii) you have full legal authority without any further action or other party's consent to enter into and perform these Terms of use and to give these representations and warranties; if you are an entity, the individual acting on your behalf is authorized to do so and the entity is duly incorporated or formed, validly existing and in good standing in the jurisdiction where it is incorporated or formed.

3. Shipping Your Wine. All shipments of Wine that are not purchased from us must be delivered to us in compliance with applicable law from your location of residence to us. If you are shipping Wine between countries, the shipment must be made by you in compliance with applicable law. You are responsible for payment of all applicable taxes (including, as applicable, federal, state and local taxes) and duties as well as any fees for services of licensed Customs brokers.

4. Receiving Your Wine. We will enter information related to your Wine into our Platform within a reasonable time, depending on the quantity and condition of the Wine. We will affix a unique identifier to every container of your Wine that we receive and do not reject under Section 5 (Rejecting Your Wine). If you believe there is any discrepancy between your Wine and the corresponding information on our Platform, you will notify us in writing within 30 days after the date the information becomes available on the Platform. We will use commercially reasonable efforts to notify you once the information becomes available on the Platform. If you do not notify us within the 30-day period, we will have no obligation to correct any corresponding information on the Platform, and the information on the Platform will be deemed correct and accurate for purposes of the Services. We may revise the information on the Platform if we determine that the information does not accurately reflect your Wine. We will use commercially reasonable efforts to accurately reflect information about your Wine received in the Platform, but we do not warrant or guarantee that any information in the Platform will be timely, accurate, reliable, precise, thorough, correct or complete. We may repackage your Wine if we determine that the casing or other container containing the Wine is not suitable for storage. While we have no obligation to do so, we may open your Wine shipping containers to inspect and photograph the Wine and include the photographs on the Platform. However, we have no obligation to open or take photographs of Wine contained in a banded or originally sealed original wooden case or an original carton. All Wine will be stored in space we have reserved in a facility operated by Octavian Wine Services Limited ("Octavian") that we utilize to protect and preserve fine wines. The address of the facility is Octavian Corsham Cellars, Eastlays, Gastard, Corsham, Wiltshire SN13 9PP (the "Warehouse"). If you request an appointment to examine your Wine

with a minimum of five business days' advance written notice, we will work in good faith to schedule a reasonable opportunity for you to inspect your Wine during normal business hours. Sample physical stock checks can be undertaken once each year and will be refused at busy periods mainly in the run up to Christmas. Any inspection visit will entail you being assisted by a member or members of Octavian's staff and an inspection on Sunday will be subject to a charge applied by Octavian. Any repackaging or inspection described in this Section 4 will be subject to additional fees, as set forth in the Fee Terms (as defined below). During an inspection at Octavian's premises, you agree to follow any instructions given to you by us or by Octavian.

5. Rejecting Your Wine. We may refuse to store Wine that, in our sole discretion, is unsuitable for storage or the Services, including, without limitation, because of (a) our standards for minimum quality of Wine based on authenticity, condition, and appearance; (b) storage requirements for the Wine (including, without limitation, no leakage, no stain on labels or bottles, and no mould on labels or boxes); or (c) value of the Wine, as determined by us, which must be at least 50 USD per bottle (or the GBP equivalent). If we reject any Wine, we will send it back to you in accordance with Section 6 (Returning Your Wine). If at any time during our performance of the Services we determine that any of your Wine is no longer suitable for storage, we will notify you that the Wine should be removed. If you do not respond with instructions for return of your Wine that comply with Section 6 (Returning Your Wine) within 90 days after the date of our notification, we may remove the Wine from storage and dispose of or sell the Wine, the proceeds of which we may keep to recover any unpaid fees. Any balance remaining from the proceeds of a sale after deducting all unpaid fees and applicable taxes will be refunded to you.

6. Returning Your Wine. Within five business days of our receipt of your request to return Wine to you or pursuant to any termination under Section 17 (Termination) below, we will arrange Wine for collection or schedule delivery of your Wine to you in the areas in which we are legally permitted to do so. The person who receives the Wine must be of legal age to receive alcoholic beverages in the location he or she resides. In the United Kingdom, the person receiving the Wine must be 18 years of age or older and must present a valid government issued photo ID, such as a passport or a driving licence issued by a competent jurisdiction. Return of any Wine will be subject to our prior receipt in full as clear funds of any fees payable pursuant to Section 9 (Fees) below.

7. Title. You retain ownership and all right, title and interest in your Wine while the Wine is stored pursuant to these Term of Use and authorize us to perform the Services. Before shipping any Wine in your possession to us, you will inspect the Wine, its packaging and shipping containers to ensure that the Wine and any other materials provided to us are in good and safe condition, suitable for shipping to and from Sotheby's and storage by Sotheby's.

8. Risk of Loss. You will bear the risk of loss during shipment of Wine (a) from your premises to Sotheby's premises or to Octavian's premises, as the case may be, and (b) during the return shipment of the Wine to you, even if any such shipment is arranged by Sotheby's. During storage, loss or damage to your Wine may be covered as follows: (i) the Wine may be insured by you, in which case you agree to procure a certificate of insurance including a waiver of subrogation rights and claims in the form acceptable to Sotheby's, that your insurers may seek against Sotheby's; (ii) Sotheby's may assume liability for loss or damage to the Wine on the terms of Sections 9 and 14 below, or (iii) the Wine may be insured on your behalf by Octavian pursuant to the terms of a separate agreement to be entered into between you and Octavian.

If you wish to make or maintain your own insurance arrangements for the storage of the Property, please contact winestorage@sothebys.com.

9. Fees. In consideration for the Services, you shall pay the fees found from time to time at and in accordance with www.sothebyswine.com/ny/uk-storage/pricing/ (collectively, the "Fee Terms"). These fees shall be due and charged in accordance with the Fee Terms. The Fee Terms are hereby incorporated by reference into these Terms of Use. Subject to the Fee Terms, we generally charge a fee for our assumption of liability for loss and damage (the "LLD Fee") on an annual basis (where applicable);

a fee for inventory management and access to the inventory information online, handling and administration of the Wine on an annual basis; and fees related to discrete Services – such as Services related to receipt of Wine, return of Wine, and repacking Wine – when we provide the Services for you. LLD Fee and inventory management and access fees are charged on 1st October of each year as long as you have Wine stored with us. You may also opt out of the LLD Fee by providing to us in writing a proof of appropriate insurance coverage of your own. You are responsible for all shipping costs for your Wine and all related taxes, including any applicable tariffs and duties. You may pay these fees, costs and taxes by credit or debit card. You agree to allow Sotheby's or our payment service providers to process and store your payment card information as described herein and in the Fee Terms. You also agree to pay all related taxes, and to reimburse Sotheby's, or our payment affiliates or service providers, as applicable, for all collection costs and interest for any overdue amounts. Please note that fees are subject to change. We shall notify you by email at least 30 days before such change. We may suspend or deny Services for any failure to process your payment card. Suspension or denial of Services may include return of your Wine to you at your expense. We may also require that you pay all outstanding fees prior to returning any of your Wine to you. We have no obligation to refund any fees paid by you, including for early withdrawal of Wine from the Services. For example, if you withdraw your Wine on 30th July, you will not receive a refund of the LLD Fee and inventory management and access fees for the months of August and September. Failure to pay fees due after one hundred and twenty (120) days shall entitle us (a) to impose a late charge of ten percent (10%) per annum or the maximum rate permitted by applicable law, whichever is less, from the due date until paid, and (b) to exercise our rights to sell the Wine at your expense either at auction or by private sale, with estimates and reserves set at our discretion, and in the event such resale is for less than the sum of the fees due by you, you will remain liable for the shortfall together with all costs incurred in such resale. In the event the Wine has been deposited at the Warehouse for more than 6 months and you have failed to pay the due storage fees, Sotheby's shall be entitled to sell such Wine at auction (at Sotheby's or elsewhere) after thirty (30) days' notice of such sale to you (with email to suffice), with estimates and reserves at Sotheby's discretion. We may change these terms from time to time and shall notify you by email at least 30 days prior to such changes.

10. Sale of Wine. Any sale of Wine in respect of which the storage fees have been unpaid shall be conducted under the Conditions of Business applicable at the time and place of the relevant Sotheby's auction. If the Wine sells, we will be entitled to deduct from the sale proceeds any commissions applied on the sale by the relevant auctioneer, and if the sale is by Sotheby's, we will charge and deduct our standard buyer's premium, overhead premium and seller's commission or an equivalent private treaty commission (together, "Sale Commissions"), as applicable, each at the rate applicable at the time and place of the sale, which we will retain for our own account, and any costs we incur in selling the Wine. All Sale Commissions and costs shall be subject to any applicable VAT and/or other applicable taxes. Any balance remaining from the proceeds of a sale after deducting all fees due, Sale Commissions, costs and applicable taxes will be refunded to you in accordance with your payment instructions, except that such proceeds will be forfeited if Sotheby's is unable to contact you and refund such proceeds to you within two years of the sale.

11. Wine Valuation. Certain fees, such as the LLD Fee, may be based on the Value (as defined below) of the Wine. We will value the Wine upon receipt and at the time of each annual billing. The "Value" of the Wine will be: (a) determined based on the market price available on the Platform, or (b) if the Platform does not have a market price for the Wine, based on (i) if the Wine was purchased from Sotheby's or any of our affiliates, the auction purchase price, or (ii) if the Wine was purchased from a third party or is otherwise in your possession, an insurance valuation of the Wine by Wine Searcher International Pro or such other written documentation as is satisfactory to Sotheby's. If you cannot or do not provide sufficient documentation for the purchase price or the insurance valuation of your Wine, we will determine the Value of the Wine in our discretion. We may adjust the Value of any Wine at any time at our discretion.

12. Indemnification. You agree to defend, indemnify on demand and keep Sotheby's and our affiliates, parents, subsidiaries and each of our and their respective officers, employees, agents, partners, content providers, service providers, suppliers and licensors (collectively, the "Released Parties") indemnified, and hold the Released Parties harmless from any and all claims, liabilities, costs, losses (including without limitation consequential and indirect losses) and expenses, including reasonable attorneys' fees, arising in any way from (a) your use of or reliance on the Services, (b) your Wine, including your inspection and repackaging of the Wine during a visit to Octavian other than where you have acted in accordance with Section 4 above, last sentence, (c) any breach or alleged breach of any of your representations or warranties in Section 2 (Ownership of Your Wine; Warranties), or other terms set forth in these Terms of Use, (d) your fraudulent or deceptive acts or omissions, including, but not limited to, your representations concerning ownership of the Wine or any other material disclosure you make to us, or (e) your breach or violation of the law, including infringement of any intellectual property or other right of any person or entity and violations of alcohol beverage laws of any jurisdiction with authority over the Wine. We will provide notice to you promptly of any such claim, suit, or proceeding. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to assist and cooperate with our defense of such claim. In any event, you shall not settle any such claim without our prior written approval.

13. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND TO THE GREATEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, THE RELEASED PARTIES (A) MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE SERVICES TO THE GREATEST EXTENT PERMITTED BY LAW, AND (B) HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES AND REPRESENTATIONS MADE IN LITERATURE, FREQUENTLY ASKED QUESTIONS DOCUMENTS OR OTHERWISE ON THE SOTHEBY'S WEBSITE OR IN CORRESPONDENCE WITH SOTHEBY'S OR ITS AGENTS TO THE GREATEST EXTENT PERMITTED BY LAW.

14. Sotheby's Liability for Loss or Damage.

If Sotheby's agrees to assume liability for loss or damage to the Wine, the maximum amount of Sotheby's or its affiliates' liability to you resulting from loss or damage to the Wine shall not exceed the Value of the Wine for such Wine. Neither Sotheby's nor any of its affiliates will be responsible for Wine that is not within their or their agents' custody and control, including Wine that we receive in damaged condition and Wine that is seized, damaged, or destroyed as a result of government inspections and/or violations of applicable law, or liable for damage occurring in the course of any process undertaken by independent contractors employed with your consent, or for damage caused by inherent conditions or defects, normal wear and tear, war, acts of terrorism, nuclear fission or radioactive contamination, or chemical, biochemical or electromagnetic weapons, or for damage occurring in the course of altering or removing entirely the capsule(s) of any Wine to inspect cork condition and any markings. Sotheby's maintains insurance for loss or damage to all property that is under its custody and control. In the event of a total loss (ie., if the Wine has been lost, or if the Wine has been damaged and has depreciated in value, in our reasonable opinion, by 50% or more), we will pay you the Value of the Wine, and simultaneously with such payment, all title and interest to such Wine shall pass to us.

In the event of a partial loss (ie., if the Wine has been partially damaged or lost and has depreciated in value, in our reasonable opinion, by less than 50%), we will pay you the amount of depreciation, as determined by us in our reasonable discretion (the "Depreciation Amount"), and the Wine will be offered for sale on mutually agreed terms and if such terms are not reached, the Wine will be returned to you at our expense.

If you disagree with our opinion as to the determination of total loss, partial loss or Depreciation Amount, Sotheby's will solicit an appraisal from an independent expert recognized in the relevant field whose selection you approve, such approval not to be unreasonably withheld. The parties agree that such appraisal will be the final determination.

In the event of any loss of or damage to the Wine as described in this Section 14, you agree that your sole remedy against Sotheby's or any of its affiliates will be payment of the Value of the Wine or the Depreciation Amount pursuant to this Section 14 (the "Payment"), and upon receipt of the Payment by you, you shall irrevocably release and discharge Sotheby's and its affiliates, on your own behalf and on behalf of any insurer you may have, from all liability for loss or damage to the Wine resulting from any cause whatsoever, including but not limited to the negligence of Sotheby's, its affiliates and their respective agents and independent contractors.

15. LIMITATION OF LIABILITY.

EXCEPT FOR PAYMENTS THAT MAY BE DUE TO YOU UNDER THE PRECEDING SECTION 14, IN NO EVENT SHALL ANY RELEASED PARTY BE LIABLE, TO THE GREATEST EXTENT PERMITTED BY LAW, WHETHER IN AN ACTION BASED ON CONTRACT INDEMNIFICATION, OBLIGATION, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), COLLATERALLY OR ARISING FROM ANY STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS, OR OTHERWISE, HOWEVER ARISING, FOR ANY ECONOMIC LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS) OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO THESE TERMS OF USE, INCLUDING, WITHOUT LIMITATION, (A) ANY BREACH OF THESE TERMS OF USE, (B) THE USE OF, OR THE INABILITY TO USE, THE SERVICES, (C) THE CONDITION OR QUALITY OF YOUR WINE, OR (D) LOST BUSINESS OR LOST SALES, EVEN IF SUCH RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

16. Prohibited Use. As a condition of your use of and our provision of the Services, you agree that you will not use the Services for any purpose that is unlawful and/or commercial in nature (such as, for example, acting as a retailer, distributor, broker, or other entity for the commercial sale or resale of wine, reselling the Services or otherwise using the Services to store Wine for a third party, raising money for anyone, advertising or promoting any product, service, pyramid scheme or other venture) or otherwise prohibited by these Terms of Use, or any other purpose not permitted under these Terms of Use. You agree to abide by all applicable local, state, national and international laws, regulations and rules.

17. Termination. Notwithstanding anything to the contrary set forth in these Terms of Use, you and we may terminate the Services as follows:

(a) without cause: (i) we may terminate the Services upon providing at least thirty (30) days' prior written notice to you, and (ii) you may terminate the Services upon providing at least thirty (30) days' prior written notice to us or at the end of the applicable term (i.e., 30th September), whichever is earlier;

(b) for cause:

(i) in the event either party breaches any material term of these Terms of Use then, in addition to all other rights and remedies in these Terms of Use, at law or in equity, the non-breaching party may terminate the Services: (A) immediately, upon written notice if such breach is not cured within thirty (30) days after such breaching party's receipt of written notice from the other party specifying the nature of the breach; or (B) if the non-breaching party reasonably determines the breach is not capable of cure, immediately upon such breaching party's receipt of written notice from the non-breaching party;

(ii) either party may immediately terminate the Services upon written notice to the other party in the event that the other party breaches a previously breached and cured term of these Terms of Use or in the event that the other party has previously cured one or more breaches and commits an additional breach;

(iii) either party may immediately terminate the Services upon written notice to the other party in the event such other party becomes insolvent, has a receiver appointed over its assets or enters into a composition with its creditors, suspends or ceases all of its business, or takes or has taken against it (other than in relation to solvent restructuring) any step or action towards entering bankruptcy, administration, provisional liquidation, winding up (whether voluntarily or by the order of the court or a competent authority) or being struck off the relevant register of companies;

(iv) in addition, we may terminate the Services if (A) you fail to provide valid payment card information, (B) you fail to notify us of your knowledge or suspicion of counterfeit Wine, or if you otherwise withhold information in relation to counterfeit Wine or the suspicion of counterfeit Wine, or (C) our underlying storage agreement with Octavian is terminated, with or without notice and without attendant liability, effective immediately.

Upon any termination, we will return all of your Wine to you at your expense in accordance with Section 6 (Returning Your Wine), and all rights and obligations of the parties hereunder shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) and all remedies for breach of these Terms of Use shall survive and (b) the provisions of these Terms of Use that by their nature are intended to survive termination shall so survive, including the following Sections: 2, 7, 8, 9 and 11-19.

18. Force Majeure: "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and interruption or failure of utility service.

Provided a party has complied with the following paragraph, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

The Affected Party shall: (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

If the Force Majeure Event prevails for a continuous period of more than three (3) months, either party may terminate this agreement by giving thirty (30) days' written notice to the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

19. Miscellaneous. These Terms of Use, the relationship between you and us and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms of Use, their subject matter or their formation, existence, negotiation, validity, termination or enforceability, will be governed by and construed in accordance with English law, without regard to conflict of law rules or principles, and shall be subject to the exclusive jurisdiction of the Courts of England and Wales. The Contracts (Rights of Third Parties) Act 1999 is excluded and will not apply to these Terms of Use. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. Except as otherwise set forth herein, these Terms of Use may only be amended by a written agreement executed by you and an authorized representative of Sotheby's specifically referencing these Terms of Use. Any waiver of any provision of these Terms of Use by Sotheby's must be made in writing and signed by an authorized representative of Sotheby's and the provision to be waived. Headings used in these Terms of Use are for convenience only and are not to be relied upon. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. These Terms of Use will inure to the benefit of, and are intended to be enforceable by, Sotheby's successors, assigns and licensees. You will not assign these Terms of Use or otherwise transfer your rights or obligations under these Terms of Use without our written consent. Any assignment in contravention of this Section 18 is void. We will not be liable for, and our performance under these Terms of Use will be excused due to, any causes outside of our reasonable control.

20. Further Inquiries. You may direct questions about these Terms of Use, or other issues, to:

Sotheby's
34-35 New Bond Street, London W1A 2AA
Attention: Head of the Wine Department

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