

Sotheby's Wine Storage Terms of Use (U.S.)

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 (INCLUDING THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SET FORTH HEREIN, PURSUANT TO WHICH YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION (EXCEPT AS OTHERWISE PROVIDED HEREIN) AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION), 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.

The following Terms of Use are entered into by and between you and Sotheby's Inc. or its affiliates ("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.

We may change these Terms of Use from time to time, at any time without notice to you, by posting such changes on the Sotheby's website for the Services ("Sotheby's Website"). It is your responsibility to periodically check the Terms of Use. You will know if these Terms of Use have been revised since your last visit to the Sotheby's Website by referring to the "Last Modified" date at the bottom of this page. IF YOU DO NOT AGREE TO THE CURRENT VERSION OF THE TERMS OF USE, 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 or by posting notices on the Sotheby's Website. 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 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 legal purchase age of 21, (ii) you hold title to the Wine or legal authorization to arrange for storage of the Wine on behalf of another party, (iii) the Wine is not subject to any third-party rights or claims or potential claims (including, without limitation, by governments or governmental agencies), (iv) where the Wine has been moved to any country or countries, the Wine has been lawfully imported into such country or countries; the Wine has been lawfully and permanently exported as required by the laws of any country in which it was located; required declarations upon the export and import of the Wine have been properly made; and that any duties and taxes on the export and import of the Wine have been paid, (v) you are not subject to trade sanctions, embargoes or any other restriction on trade in the jurisdiction in which you reside or do business as well as under the laws of the European Union, the laws of England and Wales, the laws of Hong Kong or the laws and regulations of the United States, ("Sanctioned Person"), (vi) where you are acting as an agent for the owner of the Wine, the owner is not a Sanctioned Person, (vii) 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 Sanctioned Person, (viii) each Wine bottle and label accurately reflect the contents of the bottle and are not misleading in any manner, and (xi) all national, federal, special administrative region, state, and local taxes and duties applicable to the Wine are paid in full.

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 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 repack 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 Western Carriers, Inc. that we utilize to protect and preserve fine wines. The address of the facility is 2220 91st Street, North Bergen, NJ 07047. 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. 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).

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 mold on labels or boxes); or (c) value of the Wine, as determined by us, which must be at least 50 USD per bottle. 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 15 (Termination) below, we will prepare 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 21 years of age or older and must present a valid driver's license or other state-issued identification card.

7. Title and Risk of Loss. 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. You will bear the risk of loss during shipment of Wine (a) until received by Sotheby's at our premises from the carrier (subject to the provisions of Section 12 (Limitation of Liability), and (b) after we have provided the Wine to the carrier for shipment back to you. We are not responsible for any loss or damage to any Wine due to any causes outside of our 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.

8. Fees. In consideration for the Services, you shall pay the fees found at and in accordance with www.sothebyswine.com/ny/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 property management fees to cover liability against loss and damage on an annual basis; inventory management and access for accessing 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. Property management fees and inventory management and access fees are charged on October 1 of each year as long as you have Wine stored with us. You may also opt out of the property management 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, debit, or check card. You agree to allow Sotheby's, or our payment affiliates or 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 for the Services and the Fee Terms are subject to change without notice. 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 July 30, you will not receive a refund of property management fees and inventory management and access fees for the months of August and September. Failure to pay fees due after one hundred twenty (120) days shall entitle us to (a) place a warehouse lien on the Wine and to sell the Wine in satisfaction of the amounts due, and (b) impose a late charge of eighteen percent (18%) per annum or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. All such sales shall be subject to a service charge equal to the lesser of (x) twenty (20) percent of the sale price or (y) the balance remaining after all fees are paid. Such service charge may be subject to certain taxes, including sales taxes. Any balance remaining from the proceeds of a sale after deducting all fees due, the service charge, and applicable taxes will be refunded to you.

9. Wine Valuation. Certain fees, such as the property management fees, 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 us, the purchase price, or (ii) if the Wine was purchased from a third party or is otherwise in your possession, the purchase price or an insurance valuation of the Wine as evidenced in written documentation 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.

10. 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, (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.

11. 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, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, 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, 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. THE RELEASED PARTIES FURTHER DO NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE QUALITY OF THE SERVICES WILL MEET YOUR EXPECTATIONS.

12. LIMITATION OF LIABILITY.

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 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, bio-chemical 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 any loss of or damage to the Wine as described in this Section 12, you agree that your sole remedy against Sotheby's or any of its affiliates will be payment pursuant to this Section 12 (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.

EXCEPT FOR PAYMENTS (AS DEFINED ABOVE) THAT MAY BE DUE TO YOU UNDER THE PRECEDING PARAGRAPH, IN NO EVENT SHALL ANY RELEASED PARTY BE LIABLE, 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, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE 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.

13. Dispute Resolution.

YOU UNDERSTAND AND AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND SOTHEBY'S SPECIFICALLY AGREE TO DO SO IN WRITING. THIS PROVISION DOES NOT PRECLUDE YOUR PARTICIPATION AS A MEMBER IN A CLASS ACTION FILED ON OR BEFORE AUGUST 20, 2011. THIS PROVISION IS NOT APPLICABLE TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW.

YOU UNDERSTAND THAT YOU AND SOTHEBY'S ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS BEFORE A JURY.

14. 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, 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.

15. Termination. Notwithstanding anything to the contrary set forth in these Terms of Use, we may terminate the Services at any time, with or without cause (including because of your failure to provide valid payment card information), with or without notice and without attendant liability, effective immediately. You may terminate the Services at any time, with or without cause, upon at least ninety (90) days' prior written notice to us or at the end of the applicable term (i.e., September 30), whichever is earlier. 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, 6, 7, 8, and 10-17.

16. Miscellaneous. The Terms of Use incorporate the applicable Privacy Policy and any other terms applying to your use of the Sotheby's Website by reference. These Terms of Use and the relationship between you and us shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. Subject to the terms of Section 13 above (Dispute Resolution), you agree to submit to the personal and exclusive jurisdiction of the courts located within New York County in the State of New York. 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, 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 16 is void. There are no third party beneficiaries to these Terms of Use. 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.

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

Sotheby's Inc.
1334 York Avenue
New York, New York 10021
Attn: Wine Department

Last Modified: September 23, 2019

Sotheby's Wine Storage Terms of Use (HONG KONG)

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The following Terms of Use are entered into by and between you and Sotheby's Hong Kong Limited or its affiliates ("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.

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 ("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 legal purchase age of 18, (ii) you hold title to the Wine or legal authorization to arrange for storage of the Wine on behalf of another party, (iii) the Wine is not subject to any third-party rights or claims or potential claims (including, without limitation, by governments or governmental agencies), (iv) where the Wine has been moved to any country or countries, the Wine has been lawfully imported into such country or countries; the Wine has been lawfully and permanently exported as required by the laws of any country in which it was located; required declarations upon the export and import of the Wine have been properly made; and that any duties and taxes on the export and import of the Wine have been paid, (v) you are not subject to trade sanctions, embargoes or any other restriction on trade in the jurisdiction in which you reside or do business as well as under the laws of the European Union, the laws of England and Wales, the laws of Hong Kong or the laws and regulations of the United States, ("Sanctioned Person"), (vi) where you are acting as an agent for the owner of the Wine, the owner is not a Sanctioned Person, (vii) 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 Sanctioned Person, (viii) each Wine bottle and label accurately reflect the contents of the bottle and are not misleading in any manner, and (xi) all national,

federal, special administrative region, state, and local taxes and duties applicable to the Wine are paid in full.

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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 Crown Wine Cellars Limited ("Crown") that we utilize to protect and preserve fine wines. The address of the facility is CWC7, Phase 1, Ground Floor, Crown Data Centre 1, 6 Kin Fung Circuit, Tuen Mun, New Territories, Hong Kong. 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. 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).

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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 18 (Termination) below, we will prepare 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 Hong Kong, the person receiving the Wine must be 18 years of age or older and must present a valid Hong Kong identity card or valid passports issued by a competent jurisdiction.

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 Crown'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 and Crown; (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 Crown under their insurance policy, subject to a separate agreement to be entered into between you and Crown.

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/hk/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; inventory management and access for accessing 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 October 1 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, debit, or check card. You agree to allow Sotheby's, or our payment affiliates or 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 July 30, 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 eighteen percent (18%) 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 pursuant to the Disposal of Uncollected Goods Ordinance (Cap.294, Laws of Hong Kong). A notice shall be conspicuously displayed in the warehouse and/or anywhere the Wine is received in both English and Chinese indicating that the acceptance of the Wine by us is subject to the Disposal of Uncollected Goods Ordinance (Cap. 294) which confers on us a right to sell the Wine exercisable after a period of not less than 12 months from the due date of payment. In the event the Wine has been deposited with Sotheby's for more than 12 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 sixty (60) days' notice of such sale to your address, 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 to the relevant Sotheby's auction. All such sales shall be subject to a service charge equal to the lesser of (x) twenty (20) percent of the sale price or (y) the balance remaining after all fees are paid. Such service charge shall be subject to any applicable taxes, including sales taxes. Any balance remaining from the proceeds of a sale after deducting all fees due, the service charge and applicable taxes will be refunded to you, 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, (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 SOTHEY'S WEBSITE OR IN CORRESPONDENCE WITH SOTHEY'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, bio-chemical 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, we may terminate the Services at any time, with or without cause (including because of your failure to provide valid payment card information), with or without notice and without attendant liability, effective immediately. You may terminate the Services at any time, with or without cause, upon at least thirty (30) days' prior written notice to us or at the end of the applicable term (i.e., September 30), whichever is earlier. 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, 6, 7, 8, and 10-17.

18. Miscellaneous. These Terms of Use and the relationship between you and us shall be governed by the laws of Hong Kong. The Hong Kong Courts shall have exclusive jurisdiction to settle all disputes arising in connection with all aspects of all matters or transactions to which these Terms of Use relate or apply. 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 19 is void. There are no third party beneficiaries to these Terms of Use. 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.

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

Sotheby's Hong Kong Limited
5/F One Pacific Place, 88 Queensway, Hong Kong
Attention: Head of the Wine Department

Last Modified: 29 September 2020

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

Last Modified: 11 April 2025

Conditions Générales de Stockage de Vins – Sotheby's (France)

CE DOCUMENT CONTIENT DES INFORMATIONS IMPORTANTES CONCERNANT VOS DROITS ET OBLIGATIONS, AINSI QUE LES CONDITIONS, LIMITATIONS ET EXCLUSIONS QUI VOUS SONT APPLICABLES. VEUILLEZ LE LIRE ATTENTIVEMENT.

EN CLIQUANT SUR « ACCEPTER » OU EN EFFECTUANT TOUTE AUTRE ACTION INDIQUANT VOTRE ACCEPTATION DES PRÉSENTES CONDITIONS GÉNÉRALES D'UTILISATION (« CGU »), VOUS RECONNAISSEZ AVOIR LU ET COMPRIS LES CGU, VOUS ACCEPTEZ D'Y ÊTRE LIÉ ET VOUS DÉCLAREZ QUE (A) VOTRE UTILISATION DES SERVICES SERA CONFORME AUX CGU ET À TOUTES LES LOIS, RÈGLEMENTS ET NORMES APPLICABLES, ET (B) VOUS AVEZ LA CAPACITÉ JURIDIQUE DE CONCLURE UN CONTRAT (18 ANS OU PLUS EN FRANCE).

Les présentes CGU sont conclues entre vous et Sotheby's France S.A.S., opérateur de ventes volontaires de meubles aux enchères publiques (OVV) régi par les articles L.321-4 et suivants du Code de commerce, dont le siège social est situé 83, rue du Faubourg Saint-Honoré, 75008 Paris, France (« Sotheby's », « nous », « notre », « nos » ou toute autre désignation équivalente) et, conjointement avec tous les documents qui y sont incorporés par référence, régissent la fourniture par Sotheby's et l'utilisation par vous des services de stockage de vins et spiritueux, tels que décrits dans les présentes (les « Services »). Les Services sont proposés en lien avec la plateforme de la Cave Virtuelle Sotheby's (la « Plateforme »), dont l'accès et l'utilisation sont régis par les Conditions Générales d'Utilisation de la Cave Virtuelle Sotheby's (France).

Nous pouvons modifier les présentes CGU à tout moment, en publiant les modifications sur le site dédié aux Services : <https://www.sothebyswine.com/ny/fr-storage> (le « Site de Sotheby's »). Vous serez informé par courriel au moins 30 jours avant l'entrée en vigueur des modifications. SI VOUS N'ACCEPTEZ PAS LA VERSION MODIFIÉE DES CGU, VOTRE SEUL ET UNIQUE RECOURS EST DE RÉSILIER LES SERVICES ET DE DEMANDER LE RETOUR DE VOS VINS CONFORMÉMENT À L'ARTICLE 7 (RETOUR DES VINS).

1. Communication électronique. Dans le cadre des Services, vous pouvez être amené à communiquer votre courriel à un représentant de Sotheby's ou nous adresser des courriels, ce qui constitue une communication électronique. Ce faisant, vous consentez à recevoir des communications de notre part par voie électronique. Nous communiquerons avec vous par courriel. Vous reconnaissez que tous les accords, notifications, informations et autres communications que nous vous transmettons par voie électronique satisfont à toute exigence légale de forme écrite.

2. Protection des données personnelles. Nous collectons et traitons vos données personnelles et pouvons les partager avec une autre société du groupe Sotheby's, conformément à notre Notice d'Information sur le traitement des données personnelles disponible sur notre site internet à l'adresse suivante : <https://www.sothebys.com/fr/privacy-policy>, ou sur demande par courriel à : enquiries@sothebys.com.

3. Propriété de vos Vins – Garanties. Dans le cadre des Services, nous pouvons stocker des vins et/ou spiritueux (a) que vous avez achetés auprès de Sotheby's, auprès d'un tiers, ou qui sont légalement en votre possession, et (b) pour lesquels vous nous mandatez afin de fournir les Services (collectivement les « Vins »). En acceptant les présentes CGU, vous déclarez et garantisiez que :

- (i) vous êtes âgé de plus de 18 ans ;
- (ii) vous détenez seul, pleinement et légalement tous les droits de propriété, de jouissance et d'usage sur les Vins ; ou, si vous agissez en qualité de mandataire, votre mandant détient ces droits et vous êtes dûment autorisé à stocker les Vins en son nom selon les présentes CGU ;

- (iii) les Vins ne font l'objet d'aucune réclamation ou revendication réelle ou potentielle, procédure judiciaire, privilège, sûreté, charge ou restriction, et vous n'avez connaissance d'aucun fait ni circonstance susceptible d'y donner lieu ;
- (iv) si les Vins ont été importés dans l'Union européenne, cette importation a été effectuée conformément à la législation applicable, les déclarations requises ont été effectuées, les droits et taxes acquittés, et l'exportation depuis le pays d'origine a été réalisée légalement ;
- (v) vous n'avez aucune connaissance ou raison de suspecter que (A) les Vins sont liés aux produits d'une activité criminelle, ou (B) vous-même, vos co-propriétaires ou mandants (ou, si vous êtes une entité, toute personne physique ou morale détenant un intérêt bénéficiaire ou un droit de propriété en votre sein) faites l'objet d'une enquête, d'une mise en accusation ou d'une condamnation pour blanchiment d'argent, violation de sanctions économiques, activité terroriste, fraude fiscale ou infraction à une législation anti-corruption ;
- (vi) vous (et votre mandant, le cas échéant) n'êtes pas, ni ne représentez, n'êtes détenu ou contrôlé par une personne ou entité (A) visée par des sanctions économiques, des mesures d'embargo ou restrictions commerciales dans quelque juridiction que ce soit, y compris celles administrées et mises en œuvre par les États-Unis, l'Union européenne, le Royaume-Uni, le Conseil de sécurité des Nations Unies ou toute autre autorité compétente (collectivement les « Sanctions ») ou (B) située, organisée ou résidente dans un pays ou territoire visé par des Sanctions (notamment, mais sans s'y limiter, la Crimée, Cuba, l'Iran, la Corée du Nord, la Syrie, la Fédération de Russie, la Biélorussie) (collectivement les « Territoires Sanctionnés ») ;
- (vii) si vous agissez en qualité de mandataire, vous nous avez communiqué l'identité de votre mandant et vous avez pris toutes les mesures raisonnablement appropriées et, notamment mais sans restriction, effectué toutes les vérifications (*due diligence*) le concernant afin de vous assurer de la conformité aux législations relatives aux Sanctions, à la lutte contre le blanchiment d'argent, le financement du terrorisme et la corruption, et toutes les commissions qui vous sont dues ont été autorisées par votre mandant ;
- (viii) toute indemnisation ou produit d'assurance que vous pourriez recevoir au titre des présentes CGU ne sera ni transféré ni utilisé au bénéfice d'une personne visée par des Sanctions ;
- (ix) chaque bouteille et étiquette de Vins reflète fidèlement le contenu de la bouteille et ne présente aucun caractère trompeur ;
- (x) tous les droits et taxes applicables aux Vins ont été intégralement acquittés ;
- (xi) vous n'avez enfreint et n'enfreindrez aucune loi, règlement ou code applicable dans le cadre des présentes CGU, y compris, mais sans s'y limiter, les dispositions douanières françaises ;
- (xii) vous avez tout pouvoir, sans avoir besoin d'aucun acte supplémentaire ni de demander une autorisation quelconque, pour conclure et exécuter les présentes CGU et formuler les présentes déclarations et garanties ; si vous êtes une entité, la personne agissant en votre nom est dûment habilitée et l'entité est régulièrement constituée ou formée, existe valablement et en règle dans sa juridiction d'immatriculation ou de constitution.

4. Expédition de vos Vins. Tous Vins non acquis auprès de Sotheby's doivent nous être livrés dans le respect de la législation applicable depuis votre lieu de résidence. En cas d'expédition transfrontalière, vous êtes responsable du respect des lois en vigueur. Vous êtes également responsable du paiement de toutes les taxes applicables (y compris, le cas échéant, les taxes fédérales, régionales et locales), des droits de douane et des frais liés aux services des transitaires en douane agréés.

5. Réception de vos Vins. Nous enregistrerons les informations relatives à vos Vins sur notre Plateforme dans un délai raisonnable, en fonction de la quantité et de l'état des Vins. Un identifiant unique sera attribué à chaque contenant de vin que nous recevons et que nous n'avons pas rejeté conformément à l'Article 6 (Rejet des Vins). Si vous constatez une divergence entre vos Vins et les

informations correspondantes sur la Plateforme, vous devez nous en informer par écrit dans un délai de 30 jours suivant la mise à disposition desdites informations. Nous nous efforcerons raisonnablement de vous notifier la disponibilité des informations sur la Plateforme. À défaut de notification dans ce délai, nous ne serons pas tenus de corriger les informations correspondantes sur la Plateforme, et les informations seront réputées exactes et complètes aux fins des Services. Nous nous réservons le droit de corriger les informations si nous estimons qu'elles ne reflètent pas fidèlement les Vins. Bien que nous nous efforcions raisonnablement d'assurer l'exactitude des informations, nous ne garantissons pas qu'elles soient à jour, exactes, fiables, précises, exhaustives, correctes ou complètes. Nous pouvons reconditionner vos Vins si nous estimons que leur emballage ou contenant n'est pas adapté au stockage. Bien que nous n'y soyons pas tenus, nous pouvons ouvrir les emballages d'expédition pour inspecter et photographier les Vins, et publier les photographies sur la Plateforme. Toutefois, nous ne sommes pas tenus d'ouvrir ou de photographier les Vins contenus dans des caisses en bois d'origine scellées ou des cartons d'origine. Tous les Vins seront stockés dans des espaces réservés au sein d'un entrepôt exploité par Hillebrand GORI France S.A.S. (« Hillebrand »), dédié à la conservation des grands crus. Les adresses respectives des entrepôts de Hillebrand sont :

- Zone Industrielle Beaune Vignoles, 11 rue Louis et Gaston Chevrolet, 21200 Vignoles, France ;
et
- 5 avenue Raymond Manaud, 33520 Bruges, France
(individuellement ou collectivement, l'« Entrepôt »).

Si vous souhaitez inspecter vos Vins, vous devez en faire la demande par écrit au moins cinq jours ouvrés à l'avance. Nous nous efforcerons de vous proposer un créneau raisonnable pendant les heures normales d'ouverture. Une vérification physique ponctuelle peut être effectuée une fois par an, sauf en période de forte activité (notamment avant Noël). Toute visite d'inspection sera accompagnée par un ou plusieurs membres du personnel de Hillebrand. Les opérations de reconditionnement ou d'inspection décrites dans le présent Article feront l'objet de frais supplémentaires, conformément aux Conditions Tarifaires (telles que définies ci-après). Lors de toute visite dans les locaux de Hillebrand, vous vous engagez à respecter les instructions données par Sotheby's ou Hillebrand.

6. Rejet des Vins. Nous pouvons refuser de stocker tous Vins que nous jugeons, à notre seule discrétion, inadapté au stockage ou aux Services, notamment, mais sans s'y limiter, en raison (a) de nos critères de qualité minimale fondés sur l'authenticité, l'état et l'apparence ; (b) des exigences de stockage (notamment, mais sans s'y limiter, absence de fuite, de tache sur les étiquettes ou les bouteilles ou de moisissure sur les bouteilles ou les emballages) ; ou (c) de la valeur des Vins, telle que déterminée par nous, qui doit être d'au moins 50 USD par bouteille (ou l'équivalent en EUR). En cas de rejet, les Vins vous seront retournés conformément à l'Article 7 (Retour des Vins). Si, à tout moment pendant la prestation des Services, nous estimons que les Vins ne sont plus adaptés au stockage, nous vous notifierons qu'ils doivent être retirés. Si vous ne nous transmettez pas d'instructions conformes à l'Article 7 dans un délai de 90 jours suivant notre notification, nous pourrions retirer les Vins du stockage, en disposer ou les vendre (chez Sotheby's ou ailleurs), les produits de la vente pouvant être conservés pour couvrir les frais impayés. Tout solde restant après déduction des frais et taxes applicables vous sera remboursé.

7. Retour des Vins. Dans les cinq jours ouvrés suivant la réception de votre demande de retour ou en cas de résiliation conformément à l'Article 18 (Résiliation), nous organiserons la collecte ou la livraison de vos Vins dans les zones où la loi nous y autorise. Le destinataire doit être en âge légal de recevoir des boissons alcoolisées dans son lieu de résidence. En France, il doit être âgé d'au moins 18 ans et présenter une pièce d'identité officielle en vigueur avec photo (passeport ou carte nationale d'identité) délivrée par une autorité compétente. Le retour des Vins est conditionné au paiement préalable et intégral des frais dus conformément à l'Article 10 (Frais) ci-dessous.

8. Propriété. Vous conservez la propriété pleine et entière de vos Vins, et tous les droits et intérêts afférents, pendant leur stockage conformément aux présentes CGU et vous nous autorisez à fournir les Services. Avant toute expédition vers nos locaux, vous devez inspecter les Vins, leur emballage et les contenants pour vous assurer qu'ils sont en bon état, adaptés au transport à destination et en provenance de Sotheby's ainsi qu'au stockage par Sotheby's.

9. Risque de perte. Vous assumez le risque de perte pendant l'expédition des Vins (a) depuis vos locaux vers ceux de Sotheby's ou de Hillebrand, le cas échéant ; et (b) lors du retour, même si l'expédition est organisée par Sotheby's. Pendant le stockage, la perte ou les dommages peuvent être couverts comme suit : (i) vous assurez les Vins et fournissez une attestation d'assurance incluant une renonciation de votre assureur à tout recours subrogatoire ou réclamation contre Sotheby's ; (ii) Sotheby's peut en assumer la responsabilité conformément aux termes des Articles 10 et 15 ; ou (iii) Hillebrand peut en assumer la responsabilité conformément aux termes d'un accord distinct conclu entre vous et Hillebrand.

Si vous souhaitez souscrire ou maintenir votre propre assurance pour le stockage des Vins, veuillez contacter winestorage@sothebys.com.

10. Frais. En contrepartie des Services, vous vous engagez à régler les frais indiqués sur le site www.sothebyswine.com/ny/fr-storage/pricing (les « Conditions Tarifaires »), tels que mis à jour périodiquement. Ces frais sont exigibles et facturés conformément aux Conditions Tarifaires, lesquelles sont intégrées par référence aux présentes CGU. Sous réserve des Conditions Tarifaires, nous facturons généralement des frais annuels (le cas échéant) relatifs à notre prise en charge de responsabilité pour perte ou dommage (les « Frais de Responsabilité pour Perte ou Dommage »), des frais annuels de gestion d'inventaire, d'accès aux informations d'inventaire en ligne, de manutention et d'administration des Vins, et des frais ponctuels liés à des prestations spécifiques, telles que la réception, le retour ou le reconditionnement des Vins. Les Frais de Responsabilité pour Perte ou Dommage et les frais de gestion d'inventaire et d'accès aux informations d'inventaire en ligne sont facturés chaque 1^{er} octobre, tant que vos Vins sont stockés chez nous. Vous pouvez également demander à être dispensé des Frais de Responsabilité pour Perte ou Dommage en nous fournissant par écrit une attestation d'assurance appropriée couvrant vos Vins. Vous êtes responsable de tous les frais d'expédition de vos Vins ainsi que des taxes afférentes, y compris les droits de douane et autres taxes applicables. Le règlement des frais, coûts et taxes peut être effectué par carte bancaire (crédit ou débit). Vous autorisez Sotheby's ou ses prestataires de services de paiement à traiter et conserver vos données de carte bancaire, conformément aux présentes CGU et aux Conditions Tarifaires. Vous vous engagez également à régler toutes les taxes afférentes et à rembourser Sotheby's, ou ses prestataires ou partenaires de paiement, le cas échéant, pour tous les frais de recouvrement et intérêts liés aux montants impayés. Veuillez noter que ces frais sont susceptibles d'être modifiés. Nous vous en informerons par courriel au moins 30 jours avant toute modification. En cas d'échec de traitement de votre carte bancaire, nous pourrions suspendre ou refuser l'exécution des Services, ce qui peut impliquer le retour des Vins à vos frais. Nous pourrions également exiger le paiement intégral des sommes dues avant tout retour des Vins. Aucun remboursement ne sera effectué pour les frais déjà acquittés, y compris en cas de retrait anticipé des Vins. Par exemple, si vous retirez vos Vins le 30 juillet, vous ne serez pas remboursé des Frais de Responsabilité pour Perte ou Dommage et des frais de gestion d'inventaire et d'accès aux informations d'inventaire en ligne pour les mois d'août et de septembre. Le défaut de paiement des frais dus après un délai de cent vingt (120) jours nous autorise : (a) à appliquer des pénalités de retard, à compter de cette date jusqu'à leur paiement, d'un montant au moins égal à trois fois le taux d'intérêt légal en vigueur pour les professionnels, et au plus égal au taux d'usure maximal applicable aux consommateurs, ainsi que le paiement d'une indemnité légale de recouvrement de 40€ pour les professionnels ; (b) à exercer notre droit de vendre les Vins à vos frais, aux enchères avec des estimations et prix de réserve fixés à notre discrétion, dans le cas où le produit de la vente est inférieur au montant des frais dus, vous demeurerez redevable du solde, ainsi que de tous les frais liés à la vente. Si les Vins sont entreposés depuis plus de six mois et que vous ne

vous êtes pas acquitté des frais de stockage dus, Sotheby's pourra procéder à leur vente aux enchères (chez Sotheby's ou ailleurs) après un préavis de trente (30) jours, adressé par courriel (ce mode de notification étant réputé suffisant), avec des estimations et prix de réserve fixés à notre discrétion. Nous nous réservons le droit de modifier les présentes dispositions et vous en informerons par courriel au moins 30 jours avant toute modification.

11. Vente des Vins. Toute vente des Vins pour lesquels les frais de stockage n'ont pas été acquittés sera réalisée conformément aux Conditions Générales de Vente applicables au moment et au lieu de la vente aux enchères concernée organisée par Sotheby's. En cas de vente des Vins, nous serons autorisés à déduire du produit de la vente toute commission appliquée par le commissaire-priseur concerné. Si la vente est effectuée par Sotheby's, nous appliquerons et déduirons nos commission d'achat, commission de frais généraux et commission de vente standard (ensemble, les « Commissions »), selon le cas, chacune au taux en vigueur au moment et au lieu de la vente, que nous conserverons pour notre propre compte, ainsi que tous les frais engagés pour la vente des Vins. Toutes les Commissions et frais seront soumis à la TVA et/ou à toute autre taxe applicable. Tout solde restant du produit de la vente, après déduction des frais dus, des Commissions, des coûts et des taxes applicables, vous sera remboursé conformément à vos instructions de paiement.

12. Valorisation des Vins. Certains frais, tels que les Frais de Responsabilité pour Perte ou Dommage, peuvent être calculés sur la base de la Valeur (telle que définie ci-dessous) des Vins. Nous procéderons à la valorisation des Vins à leur réception et lors de chaque facturation annuelle. La « Valeur » des Vins sera (a) déterminée sur la base du prix du marché disponible sur la Plateforme, ou (b) si la Plateforme ne dispose pas d'un prix de marché pour les Vins, alors : (i) si les Vins ont été achetés auprès de Sotheby's ou de l'une de ses sociétés affiliées, sur la base du prix d'achat en vente aux enchères ou en vente privée, selon le cas, ou (ii) si les Vins ont été achetés auprès d'un tiers ou est autrement en votre possession, sur la base d'une évaluation d'assurance réalisée par *Wine Searcher International Pro* ou tout autre document écrit jugé satisfaisant par Sotheby's. Si vous ne pouvez pas ou ne souhaitez pas fournir une documentation suffisante relative au prix d'achat ou à l'évaluation d'assurance de vos Vins, nous déterminerons la Valeur des Vins à notre seule discrétion. Nous nous réservons le droit d'ajuster à notre discrétion, la Valeur des Vins à tout moment.

13. Indemnisation. Vous acceptez de défendre, et d'indemniser sur demande Sotheby's ainsi que ses sociétés affiliées, sociétés mères, filiales, et chacun de nos et leurs dirigeants, employés, représentants, partenaires, fournisseurs de contenu, prestataires de services, fournisseurs et licenciés respectifs (collectivement les « Parties Exonérées ») et de dégager les Parties Exonérées de toute réclamation, responsabilité, coût, perte (incluant sans s'y limiter les pertes consécutives et indirectes) et dépense, incluant les honoraires de conseil et d'avocats raisonnables, résultant de quelque manière que ce soit de (a) votre utilisation ou confiance dans les Services ; (b) vos Vins, y compris leur inspection ou reconditionnement lors d'une visite chez Hillebrand, sauf si vous avez agi conformément à la dernière phrase de l'Article 5 ; (c) toute violation ou violation présumée de vos déclarations ou garanties énoncées à l'Article 3 (Propriété de vos Vins – Garanties), ou de toute autre disposition des présentes CGU ; (d) tout acte ou omission frauduleux ou trompeur de votre part, notamment vos déclarations relatives à la propriété des Vins ou toute autre information substantielle que vous nous communiquez ; ou (e) toute violation de la loi, y compris toute atteinte aux droits de propriété intellectuelle ou autres droits de tiers, ainsi que toute infraction aux lois relatives aux boissons alcoolisées dans toute juridiction compétente. Nous vous notifierons sans délai de toute réclamation, poursuite ou procédure de ce type. Nous nous réservons le droit, à nos propres frais, d'assumer la défense et le contrôle exclusifs de toute affaire susceptible de donner lieu à une indemnisation de votre part, et dans ce cas, vous acceptez d'assister et de coopérer à notre défense contre une telle réclamation. En tout état de cause, vous ne devez pas régler une telle réclamation sans notre accord écrit préalable.

14. EXCLUSION DE GARANTIES. VOUS RECONNAISSEZ EXPRESSEMENT QUE L'UTILISATION DES SERVICES SE FAIT A VOS PROPRES RISQUES, ET QUE LES SERVICES SONT FOURNIS « EN L'ÉTAT » ET « SELON LA DISPONIBILITÉ », SANS AUCUNE GARANTIE D'AUCUNE SORTE, DANS TOUTE LA MESURE PERMISE PAR LA LOI, INCLUANT SANS S'Y LIMITER LES GARANTIES IMPLICITES DE QUALITÉ MARCHANDE ET D'ADÉQUATION À UN USAGE PARTICULIER, ET TOUTE GARANTIE IMPLICITE DÉCOULANT D'UN MODE D'EXÉCUTION OU D'UN USAGE COMMERCIAL, QUI SONT TOUTES EXPRESSEMENT EXCLUES.

SANS LIMITER CE QUI PRÉCÈDE, LES PARTIES EXONÉRÉES : (A) NE FONT AUCUNE GARANTIE OU DÉCLARATION CONCERNANT LES SERVICES, DANS TOUTE LA MESURE PERMISE PAR LA LOI, ET (B) DÉCLINENT PAR LES PRÉSENTES, ET VOUS RENONCEZ À PAR LES PRÉSENTES, TOUTE GARANTIE OU DÉCLARATION RELATIVE AUX SERVICES, INCLUANT SANS S'Y LIMITER CELLES FAITES DANS LA DOCUMENTATION, LA FOIRE AUX QUESTIONS, OU TOUTE AUTRE COMMUNICATION SUR LE SITE DE SOTHEBY'S OU DANS LA CORRESPONDANCE AVEC SOTHEBY'S OU SES REPRESENTANTS, DANS TOUTE LA MESURE PERMISE PAR LA LOI.

15. Responsabilité de Sotheby's en cas de perte ou de dommage. Si Sotheby's accepte d'assumer la responsabilité en cas de perte ou de dommage affectant les Vins, le montant maximal de responsabilité de Sotheby's ou de ses sociétés affiliées envers vous ne pourra excéder la Valeur des Vins concernés. Sotheby's et ses sociétés affiliées ne seront pas responsables des Vins qui ne sont pas sous leur garde ou contrôle ou celle de leurs représentants, y compris les Vins reçus en mauvais état, saisis, endommagés ou détruits à la suite d'inspections gouvernementales et/ou de violations de la loi applicable, ni des dommages survenus lors d'interventions réalisées par des prestataires indépendants avec votre consentement, ni des dommages causés par des défauts intrinsèques, l'usure normale, la guerre, la fission nucléaire ou la contamination radioactive, ou des armes chimiques, biochimiques ou électromagnétiques, ni des dommages survenus lors du retrait ou de l'altération des capsules pour inspection du bouchon ou des marquages. Sotheby's maintient une assurance couvrant les pertes ou dommages affectant les biens sous sa garde et son contrôle. En cas de perte totale (c'est-à-dire si les Vins sont perdus ou endommagés et que leur valeur est, selon notre appréciation raisonnable, réduite d'au moins 50%), nous vous verserons un montant égal à la Valeur des Vins, et la propriété des Vins, et tous droits et intérêts afférents seront transférés à Sotheby's simultanément au paiement.

En cas de perte partielle (c'est-à-dire si les Vins sont partiellement endommagés ou perdus et que leur valeur est réduite de moins de 50%), nous vous verserons le montant de la dépréciation, tel que déterminé à notre discrétion raisonnable (le « Montant de Dépréciation »), et les Vins seront proposés à la vente selon des modalités convenues entre les parties. À défaut d'accord, les Vins vous seront retournés à nos frais.

En cas de désaccord sur la qualification de perte totale, partielle ou sur le Montant de Dépréciation, Sotheby's sollicitera une expertise indépendante auprès d'un professionnel reconnu dans le domaine concerné, dont la sélection devra être approuvée par vous (cette approbation ne pouvant être refusée sans motif raisonnable). Les parties conviennent que cette expertise constituera une décision définitive.

En cas de perte ou de dommage des Vins telle que décrite au présente Article 15, vous acceptez que votre seul recours à l'encontre de Sotheby's ou de l'une quelconque de ses sociétés affiliées consiste au paiement de la Valeur des Vins ou du Montant de Dépréciation conformément à cet Article 15 (le « Paiement »). Dès réception du Paiement, vous vous engagez à libérer et à décharger irrévocablement Sotheby's et ses sociétés affiliées, tant en votre nom qu'au nom de tout assureur dont vous pourriez disposer, de toute responsabilité relative à la perte ou dommage des Vins, quelle qu'en soit la cause, sauf en cas de faute intentionnelle ou négligence grossière de notre part.

16. Rétractation du Consommateur. Si vous êtes un « Consommateur » (c'est-à-dire une personne agissant à des fins entièrement ou principalement en dehors du cadre de votre activité commerciale, industrielle, artisanale ou libérale) résidant habituellement dans l'Union européenne ou au Royaume-Uni, vous disposez d'un droit de rétractation du contrat portant sur les Services visés par les présentes CGU (le « Droit de Rétractation »), que vous pouvez exercer pour tout motif, pendant un délai de 14 jours calendaires à compter de la conclusion du contrat (le « Délai de Rétractation »).

Si vous demandez à ce que les Services débutent pendant le Délai de Rétractation et que vous exercez ensuite votre Droit de Rétractation, vous devrez nous régler le montant correspondant aux Services déjà exécutés à la date d'exercice de votre Droit de Rétractation. Tout remboursement dû sera effectué dans un délai de 14 jours à compter de notre réception de votre demande de rétractation. Le remboursement sera effectué par le même moyen de paiement que celui utilisé lors de la transaction initiale, sauf accord exprès contraire. Aucun frais de traitement ne sera facturé pour le traitement de ce remboursement.

Pour exercer votre Droit de Rétractation, vous devez nous notifier votre décision par une déclaration claire (par exemple, une lettre envoyée par voie postale ou courriel) avant l'expiration du Délai de Rétractation. Vous pouvez également utiliser le formulaire type suivant :

À l'attention de : Sotheby's France S.A.S.

Je/nous vous notifie/notifions par la présente ma/notre* rétractation de la prestation des services suivants [description des services]*

Commandé(s) le [date]

Nom du/des Consommateur(s) :

Adresse du/des Consommateur(s) :

Signature du/des Consommateur(s) [uniquement en cas de notification sur support papier]

Date :

[*] Supprimer la mention inutile

17. LIMITATION DE RESPONSABILITE. À L'EXCEPTION DES PAIEMENTS ÉVENTUELLEMENT DUS EN VERTU DE L'ARTICLE 15, EN AUCUN CAS TOUTE PARTIE EXONÉRÉE NE POURRA ÊTRE TENUE RESPONSABLE, DANS LA LIMITE MAXIMALE AUTORISÉE PAR LA LOI, QUE CE SOIT DANS LE CADRE D'UNE ACTION BASÉE SUR UNE INDEMNISATION CONTRACTUELLE, EN RESPONSABILITÉ CIVILE, OU DÉLICTEUELLE (INCLUANT SANS S'Y LIMITER LA NÉGLIGENCE), COLLATÉRALE OU DÉCOULANT DE TOUTE OBLIGATION LÉGALE, DE DÉCLARATIONS PRÉCONTRACTUELLES OU D'AUTRES DÉCLARATIONS, OU AUTREMENT, DE QUELQUE MANIÈRE QUE CE SOIT, POUR TOUTES PERTES ÉCONOMIQUES (INCLUANT SANS S'Y LIMITER, DES PERTES DE REVENUS, DE PROFITS, DE CONTRATS, D'AFFAIRES, DE CLIENTÈLE, OU D'ECONOMIE ANTICIPÉE) OU TOUT DOMMAGE INDIRECT, SPÉCIAL, ACCESSOIRE OU CONSECUTIF DECOULANT DES PRÉSENTES CGU, OU S'Y RAPPORTANT DIRECTEMENT OU INDIRECTEMENT, Y COMPRIS, SANS S'Y LIMITER, (A) TOUTE VIOLATION DES PRÉSENTES CGU, (B) L'UTILISATION OU L'IMPOSSIBILITÉ D'UTILISER LES SERVICES, (C) L'ÉTAT OU LA QUALITÉ DE VOS VINS, OU (D) TOUTE PERTE D'AFFAIRES OU DE VENTES, MÊME SI LES PARTIES EXONÉRÉES ONT ÉTÉ INFORMÉES DE LA POSSIBILITÉ DE TELS DOMMAGES.

CERTAINES JURIDICTIONS N'AUTORISENT PAS LA LIMITATION OU L'EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES ACCESSOIRES OU INDIRECTS, DE SORTE QUE CERTAINES DES LIMITATIONS CI-DESSUS POURRONT NE PAS S'APPLIQUER A CERTAINS UTILISATEURS.

18. Usage prohibé. En tant que condition de votre utilisation des Services et de leur fourniture par nos soins, vous vous engagez à ne pas utiliser les Services à des fins illicites et/ou commerciales, telles

qu'agir en tant que détaillant, distributeur, courtier ou autre entité pour la vente ou la revente commerciale de vin, revendre les Services, utiliser les Services pour stocker du vin pour le compte d'un tiers, la collecte de fonds, faire la publicité ou la promotion de tout produit, service, système pyramidal ou autre activité commerciale, ou à des fins non autorisées par les présentes CGU. Vous vous engagez à respecter l'ensemble des lois, règlements et règles applicables, qu'ils soient locaux, nationaux ou internationaux.

19. Résiliation. Nonobstant toute disposition contraire des présentes CGU, les Services peuvent être résiliés par vous ou par nous selon les modalités suivantes :

(a) Sans motif : (i) nous pouvons résilier les Services sous réserve de vous adresser un préavis écrit d'au moins trente (30) jours ; (ii) vous pouvez résilier les Services sous réserve de nous adresser un préavis écrit d'au moins trente (30) jours ou à l'échéance du terme applicable (soit le 30 septembre), selon la première éventualité.

(b) Pour motif légitime :

(i) en cas de violation par l'une des parties d'une disposition substantielle des présentes CGU, la partie non défaillante pourra, en sus de tous les autres droits et recours prévus par les présentes CGU, résilier les Services (A) immédiatement, par notification écrite, si la violation n'est pas remédiée dans les trente (30) jours suivant la réception de ladite notification ; ou (B) immédiatement, dès réception d'une notification écrite de la part de la partie non défaillante si celle-ci estime raisonnablement que la violation ne peut être remédiée ;

(ii) chaque partie peut résilier immédiatement les Services par notification écrite en cas de violation d'une disposition précédemment violée et remédiée, ou en cas de violation supplémentaire après remédiation d'une ou plusieurs violations antérieures ;

(iii) chaque partie peut résilier immédiatement les Services par notification écrite si l'autre partie devient insolvable, fait l'objet d'une procédure collective, conclut un accord avec ses créanciers, suspend ou cesse son activité, entreprend ou fait l'objet d'une procédure (autre que dans le cadre d'une restructuration solvable) de faillite, administration judiciaire, liquidation judiciaire ou amiable, ou d'une radiation du registre du commerce et des sociétés ;

(iv) en outre, nous pouvons résilier les Services si : (A) vous ne fournissez pas des informations de carte de paiement valides, (B) vous omettez de nous informer de la présence ou de la suspicion de Vins contrefaits, ou si vous dissimulez toute information à ce sujet, ou (C) notre contrat de stockage avec Hillebrand est résilié, avec ou sans préavis et sans responsabilité associée, avec effet immédiat.

En cas de résiliation, nous vous retournerons l'ensemble de vos Vins à vos frais conformément à l'Article 7 (Retour des Vins). Tous les droits et obligations des parties cesseront, à l'exception (a) des obligations nées avant la date effective de résiliation (incluant sans s'y limiter, les obligations de paiement) et des recours pour violation des présentes CGU, et (b) des dispositions des présentes CGU qui, par nature, sont destinées à subsister à la résiliation, notamment les Articles 3, 8, 9, 10 et 12 à 22.

20. Force Majeure. Un « Cas de Force Majeure » désigne toute circonstance échappant raisonnablement au contrôle d'une partie, incluant notamment mais sans s'y limiter : les catastrophes naturelles, inondations, sécheresses, tremblements de terre ou autres désastres naturels ; les épidémies ou pandémies ; les actes de terrorisme, guerres civiles, émeutes ou troubles civils ; les conflits armés, menaces ou préparatifs de guerre ; l'imposition de sanctions, embargos ou rupture des relations diplomatiques ; la contamination nucléaire, chimique ou biologique, ou les explosions soniques ; toute loi ou mesure prise par un gouvernement ou une autorité publique, y compris mais sans s'y limiter l'imposition de restrictions à l'exportation ou à l'importation, de quotas ou d'interdictions, ou le refus de délivrer une autorisation ou un agrément ; l'effondrement de bâtiments, incendies, explosions ou

accidents ; les conflits sociaux, grèves, mouvements de protestation ou lock-out ; la défaillance de fournisseurs ou sous-traitants ; et l'interruption ou la défaillance des services publics.

Sous réserve du respect des dispositions ci-après, si une partie est empêchée, entravée ou retardée dans l'exécution de ses obligations contractuelles au titre des présentes CGU en raison d'un Cas de Force Majeure (la « Partie Affectée »), la Partie Affectée ne sera pas considérée comme ayant manqué à ses obligations, ni tenue responsable de ce manquement ou retard. Le délai d'exécution des obligations sera prolongé en conséquence.

La Partie Affectée devra (a) notifier par écrit à l'autre partie, dès que raisonnablement possible après le début du Cas de Force Majeure, la nature du Cas de Force Majeure, sa date de survenance, sa durée prévisible ou estimée, ainsi que ses effets sur l'exécution de ses obligations contractuelles au titre des présentes CGU ; et (b) mettre en œuvre tous les efforts raisonnables pour atténuer les effets du Cas de Force Majeure sur l'exécution de ses obligations.

Si le Cas de Force Majeure persiste pendant une période continue supérieure à trois (3) mois, chaque partie pourra résilier les Services en adressant à l'autre partie un préavis écrit de trente (30) jours. À l'expiration de ce délai, les Services prendront fin. Cette résiliation est sans préjudice des droits des parties en cas de toute violation antérieure des présentes CGU.

21. Dispositions diverses. Les présentes CGU, les relations entre vous et nous, ainsi que tout litige ou toute réclamation (y compris les litiges ou réclamations non contractuels) découlant des présentes CGU ou en lien avec celles-ci, leur objet, leur formation, leur existence, leur négociation, leur validité, leur résiliation ou leur opposabilité, seront régis et interprétés conformément au droit français, et relèveront de la compétence exclusive des tribunaux du ressort de la Cour d'appel de Paris. Paris est le lieu d'exécution des Services fournis par Sotheby's. Le fait que nous n'exercions ou ne fassions pas valoir un droit ou une disposition des CGU ne constitue pas une renonciation à ce droit ou à cette disposition. Sauf disposition contraire, les présentes CGU ne peuvent être amendées que par un accord écrit signé par vous et un représentant autorisé de Sotheby's, faisant expressément référence aux présentes CGU. Toute renonciation par Sotheby's à l'une des dispositions des CGU devra être formalisée par écrit et signée par un représentant autorisé de Sotheby's ainsi que mentionner la disposition concernée. Les titres utilisés dans les présentes CGU ne sont donnés que pour des raisons de commodité et n'affectent en rien le sens des dispositions auxquelles ils se réfèrent. Si l'une des dispositions des CGU est jugée invalide ou inapplicable par un tribunal d'une juridiction compétente, les parties conviennent néanmoins que le tribunal devra s'efforcer de donner effet aux intentions des parties telles qu'elles ressortent de la disposition concernée, et que les autres dispositions resteront pleinement en vigueur. Les présentes CGU s'appliqueront au bénéfice des successeurs, ayants droit et licenciés de Sotheby's, et sont destinées à être applicables par ces dernières. Vous ne pouvez céder ni transférer les droits ou obligations issus des présentes CGU sans notre consentement écrit préalable. Toute cession effectuée en violation de cet Article sera nulle et non avenue. Nous ne pourrions être tenus responsables de l'inexécution des présentes CGU en cas de circonstances échappant à notre contrôle raisonnable. En cas de divergence entre la version anglaise et la version française des présentes CGU, seule la version française fera foi.

22. Renseignements complémentaires. Toute question relative aux présentes CGU ou à tout autre sujet peut être adressée à :

Sotheby's France S.A.S.
83 rue du Faubourg Saint-Honoré, 75008 Paris, France
À l'attention du Responsable du Département Vins

Dernière mise à jour : 9 décembre 2025

Sotheby's Wine Storage Terms of Use (FRANCE)

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 ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE 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 FRANCE).

The following Terms of Use are entered into by and between you and Sotheby's France S.A.S., an « *opérateur de ventes volontaires de meubles aux enchères publiques (OVV)* » governed by Articles L. 321-4 et seq. of the French Commercial Code, with its registered office at 83, rue du Faubourg Saint-Honoré, 75008 Paris, France ("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 (France).

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/fr-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 CONDITION 7 (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. Data Protection. We will hold and process your personal information and may share it with another Sotheby's Group Company for use as described in, and in line with, our Privacy Policy published on our website at <https://www.sothebys.com/en/privacy-policy> or available on request by email to enquiries@sothebys.com.

3. 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 European Union, 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 the French Customs, 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.

4. 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.

5. 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 Condition 6 (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 on 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 Hillebrand GORI France S.A.S. ("Hillebrand") that we utilize to protect and preserve fine wines. The respective addresses of Hillebrand's facilities are:

- Zone Industrielle Beaune Vignoles, 11 Rue Louis et Gaston Chevrolet, 21200 Vignoles, France ;
and
- 5 Avenue Raymond Manaud, 33520 Bruges, France

(individually and collectively, 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 Hillebrand's staff. Any repackaging or inspection described in this Condition 5 will be subject to additional fees, as set forth in the Fee Terms (as defined below). During an inspection at Hillebrand's premises, you agree to follow any instructions given to you by us or by Hillebrand.

6. 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 EUR equivalent). If we reject any Wine, we will send it back to you in accordance with Condition 7 (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 Condition 7 (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 (at Sotheby's or elsewhere), 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.

7. Returning Your Wine. Within five business days of our receipt of your request to return Wine to you or pursuant to any termination under Condition 18 (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 France, 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 an identity card 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 Condition 10 (Fees) below.

8. 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.

9. Risk of Loss. You will bear the risk of loss during shipment of Wine (a) from your premises to Sotheby's premises or to Hillebrand'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 Conditions 10 and 15 below, or (iii) Hillebrand may assume liability for loss or damage to the Wine pursuant to the terms of a separate agreement to be entered into between you and Hillebrand.

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

10. 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/fr-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 on such fees, from this date until paid, of no less than three times the legal interest rate in force from time to time for professionals and no more than the maximum usury rate applicable to consumers from time to time, and payment of a statutory fee of 40 EUR for recovery for professionals, and (b) to exercise our rights to sell the Wine at your expense at auction, 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.

11. 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 (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.

12. 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 or private sale purchase price, as applicable, 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.

13. 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 Hillebrand other than where you have acted in accordance with Condition 5 above, last sentence, (c) any breach or alleged breach of any of your representations or warranties in Condition 3 (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.

14. 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.

15. 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, nuclear fission or radioactive contamination, or chemical, bio-chemical 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 Condition 15, 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 Condition 15 (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, except where the loss or damage was caused by our gross negligence or willful misconduct.

16. Consumer Cancellation.

If you are a "Consumer" (namely a person acting for purposes that are wholly or mainly outside of your trade, business, craft or profession) who habitually resides in the European Union or United Kingdom, then you have the right to cancel the contract for any Services in connection with these Terms of Use (the "Cancellation Right") for any reason during the period of 14 calendar days after the conclusion of the contract for such Services (the "Cancellation Period").

If you request us to begin performance of the Services during the Cancellation Period and subsequently decide to exercise your right to cancel the provision of Services during the Cancellation Period, you shall pay us the cost of the Services that have been performed by the time you exercise your Cancellation Right. We will make any reimbursement due to you not later than 14 days after the date on which we are informed about your decision to cancel the Services. We will make the reimbursement to you using the same method of payment as you used for the initial transaction, unless expressly agreed otherwise. We will not charge any fee in connection with processing the reimbursement.

To exercise the Cancellation Right, you must notify us of your intention to cancel by a clear statement (e.g. a letter sent by post or email) prior to the end of the Cancellation Period. Alternatively, you may use the following model cancellation form:

To: Sotheby's France S.A.S.

I/We* hereby give notice that I/We* cancel the provision of the following Services [description of Services],

Ordered on [date],

Name of Consumer(s):

Address of Consumer(s):

Signature of Consumer(s) [only if the notification is in hard copy]

Date:

[*] Delete as appropriate

17. LIMITATION OF LIABILITY.

EXCEPT FOR PAYMENTS THAT MAY BE DUE TO YOU UNDER THE PRECEDING CONDITION 15, 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 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 INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

18. 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.

19. 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, 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 Hillebrand 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 Condition 7 (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 Conditions: 3, 8, 9, 10 and 12-22.

20. 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 these Terms of Use by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of these Terms of Use 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 these Terms of Use; 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 the provision of the Services under these Terms of Use by giving thirty (30) days' written notice to the other party. On the expiry of this notice period, the provision of the Services will cease. Such termination shall be without prejudice to the rights of the parties in respect of any breach of these Terms of Use occurring prior to such termination.

21. 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 French law, and shall be subject to the exclusive jurisdiction of the courts within the jurisdiction of the Paris Court of Appeal. Paris is the place of performance of Sotheby's Services. 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 Condition 21 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. Should there be any discrepancy between the English version and the French version of the Terms of Use, the French version is the only version with legal effect.

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

Sotheby's France SAS
83 rue du Faubourg Saint-Honoré, 75008 Paris, France
Attention: Head of the Wine Department

Last Modified: 9 December 2025