

## **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 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 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/](http://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 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)

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 HONG KONG).

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.

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 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).

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. 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 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](mailto: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/](http://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 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, 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**