



Crown Wine Cellars Limited Terms & Conditions

In these conditions the following expressions shall have the following meanings:

- (a) "Company" means Crown Wine Cellars Limited and its agents.
- (b) "Customer" means the person contracting with the Company to provide the services, whether or not he is the owner of the Bottles or merely has possession of them.
- (c) "Bottles" includes all bottles of wines or any of them whether stored in case or not.
- (d) "Cases" means any or all of the cases or other containers containing Bottles.

1. **Appointment:** The Customer hereby appoints the Company who hereby agrees to provide wine storage, retrieval, packaging, collection, delivery and other handling services ("Services") at charges mutually agreed ("Charges").

2. **Early Termination:** If the Customer shall make default for 7 days in payment of any sum payable hereunder or shall fail to observe or perform any other term or condition herein or if the Customer shall have a receiving order made against him or the Customer has passed a resolution to wind up or a petition to wind up or bankrupt the Customer has been filed or the Customer has given a notice to terminate this Agreement not in accordance with paragraph 3 below, then the Company may by written notice forthwith terminate this Agreement and thereupon this Agreement shall for all purposes determine without prejudice to rights and liabilities which have accrued or incurred before termination. The Customer shall forthwith pay the Company the storage and/or membership charges for the unexpired period between such determination and the date on which this Agreement would have expired if the prescribed notice is served pursuant to paragraph 3 below as reasonably determined by the Company.

3. **Termination:** Unless otherwise agreed between the parties, the Services shall continue until one month's notice of termination in writing is given by one party to the other. In the case of Gold, Platinum and Corporate Memberships, a minimum membership duration of 1 year from the date appearing on this registration is applicable before the right to one month's notice of termination in writing can be exercised.

4. **Minimum Storage Charge:** The minimum storage Charge is for one month. No refund or credit will be given to the Customer if a Bottle is retrieved by the Customer during the course of a month. The Company will stop charging the Customer for the Bottle from the commencement of the next month of storage after the retrieval by the Customer.

5. **Overdue Interest:** All Charges are due upon the presentation of the relevant invoices to the Customer and if the Customer fails to pay any sum payable within 30 days as when it falls due, the Company shall be entitled to charge interest at 2% per month for any overdue Charges payable by the Customer from due date to actual payment (whether before or after judgment).

6. **Lien:** The Company shall have a lien over the Bottles for any overdue Charges. For the avoidance of doubt, the usual Charges for the storage of Bottles shall continue to accrue when they are being kept by the Company in exercise of its lien for any overdue Charges. If any Charges and/or interest remain overdue for over 6 months after the same has been demanded in writing, the Company shall be entitled to sell (by public auction or private treaty) or otherwise dispose of without notice the Bottles and apply the sale proceeds (if any) to pay such outstanding Charges and interest.

7. **Conditions:** The Company gives no warranty as to the quality and fitness of the packaging material provided. Unless otherwise specifically agreed in writing, the Company may vary, without being obliged to inform the Customer, the location, facilities, methods and/or conditions of rendering the Services which may be provided by itself, its servants, associates, agents and/or sub-contractors.

8. **Records:** The records of the Company in respect of the Services provided and the Charges and payment therefore and the location and disposal of the Bottles shall be final and conclusive for all purposes and the Customer undertakes not to challenge or in any way dispute the contents of such records.

9. **Surrender:** The Customer shall not store in the Bottles or the Cases any item which is or may be unlawful or illegal. The Company may without notice or liability to the Customer surrender the Bottles and/or the Cases to any governmental authorities upon request or demand or to any other party pursuant to any court order.

The Company shall not in any way be liable or responsible to the Customer for any loss or damage which may be suffered or sustained by the Customer arising there from and the Customer shall fully indemnify the Company against all actions proceedings claims and demands of whatever nature by whomsoever relating thereto.

10.1 **Limited Liability:** Except to the extent that any loss or damage to the Customer is incurred due to or arising from the willful default of the Company, its employees or agents, the Company shall not in any circumstances be liable and otherwise responsible for any direct, indirect or consequential loss or damage to the Customer or any third party for:

- (a) any loss, damage, deterioration, misplacement, destruction, late delivery or non-delivery or unavailability of or to any Bottles or Cases deposited and stored with the Company by its Customer howsoever caused; or
- (b) any breach of any confidentiality although the Company will use all reasonable endeavours to maintain adequate security designed to protect the confidentiality of the Bottles or Cases stored by it; or
- (c) permitting access to the Bottles or Cases to a person who is, or reasonably appears to be, an authorized person by virtue of the similarity of the signature provided by such person to the specimen signature of the authorized person.

10.2 For the avoidance of doubt and without prejudice to the generality of the foregoing, the Company shall not be liable howsoever for any loss or damage to the Customer or any third party arising from or as a result of events including but not limited to the following:

- (a) strike, lock-out and/or civil commotion;
- (b) war, war-like or hostile actions;
- (c) any government action or intervention;
- (d) sudden change in political situations preventing previous and prevailing normal and usual practice in trading; and
- (e) act of God.

10.3 The Company makes no admission or acknowledgement as to the nature, value and contents of items (if any) contained in each deposited and stored with the Company by the Customer from time to time and, subject to sub-paragraphs 10.1 and 10.2 above, the liability of the Company for any loss of or damage to any Bottle or Case payable to the Customer shall be limited to the cover offered by the compulsory All Risks Insurance arranged by Crown Wine Cellars Limited and subject to the limits, terms, conditions and exclusions of that Policy.

11. **Notice of Claim:** The Customer shall notify the Company in writing within 14 days after it has or should reasonably have known of such cause of claim otherwise the Company shall not be liable therefore.

12. **No Refund Policy:** A Customer will be charged immediately upon signing of an Order Confirmation of the Company for the provision of Services. A Customer will be charged immediately upon the provision of food and beverage at the premises of the Company. The Company maintains a "no refund" policy unless the Company fails to provide the services or goods ordered by the Customer.

13. **Collection and Delivery:** When the Company collects Bottles or Cases from the Customer, the Bottles or Cases will be packaged and sealed upon collection and the Company's package and seal will only be opened in the front of a senior officer of the Company upon arrival at the Company's premises. The Company will report to the Customer all discrepancies discovered within 24 hours after unpacking and unsealing the Bottles or Cases.

14. **Data Privacy Policy:** From time to time, the Company collects from the Customer data which will be used in connection with the provision of the Services to the Customer. The Customer agrees that these data may be used for business administration and direct marketing purposes by the Company and its associated companies. The person to whom requests for access to data or correction of data or policies and practices and kinds of data held and to restrict the use of data are to be addressed is the Company Secretary of the Company at Crown Worldwide Building, 9-11 Yuen On Street, Siu Lek Yuen, Shatin, Hong Kong. Tel: 2636-8388 Fax: 2636-8341

Signature : _____

Full Name : _____

HKID/Passport No. : _____

Date : _____