



ARTISAN WINE STORAGE LIMITED

Trading as "Artisan Global 3PL Beverage Logistics"

Private Clients

MANAGED STORAGE AGREEMENT

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THE CONTRACT TERMS SET OUT OVERLEAF FORM PART OF THIS AGREEMENT.

BY CLICKING THE TICK BOX BELOW NEXT TO THE WORDS 'I AGREE', THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ AND AGREES TO SUCH TERMS AND, IN PARTICULAR, THE FOLLOWING TERMS:

- The definitions (clause 2.1).
- The Customer stores goods with AWS at the Customer's own risk (clause 20).
- The Customer is solely responsible for insuring goods stored with AWS (clause 21.1) but has the option to order and pay for a Service which is inclusive of limited liability insurance of the Customer's Products (clause 21.2).
- AWS's liability is subject to certain limitations and exclusions including as set out in clauses 14 and 22.
- All AWS Fees and Charges payable by the Customer must be paid by Auto Pay only (clause 15.7).
- AWS will have a lien over goods which it stores for the Customer to secure payment of unpaid AWS Fees and Charges (clause 19.1).
- AWS may sell and dispose of the Customer's goods in certain circumstances (clause 19.2).
- The Contract Term will be renewed automatically for a further Contract Term unless terminated by notice in writing at **least 3 months before the end of the Contract Term** (clause 23.1).

THE CUSTOMER ALSO ACKNOWLEDGES THAT THE CUSTOMER HAS REVIEWED AND UNDERSTOOD AND AGREES TO AWS's SCHEDULE OF FEES AND CHARGES.

ARTISAN WINE STORAGE LIMITED

STORAGE AGREEMENT CONTRACT TERMS

1. Application of Terms

- 1.1 The storage of Products and supply of Services by AWS is subject to these Terms. No statement, act or omission by any person acting or purporting to act on behalf of AWS has effect to waive, add to or vary these Terms, unless the waiver, addition or variation is in writing and signed by a duly authorised representative of AWS.
- 1.2 These terms and conditions apply to the exclusion of any terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, and the Customer agrees that all such terms are excluded.
- 1.3 These Terms include and must be read in conjunction with the following that are accessed through the Wine Management Portal™:
- (a) AWS's privacy policy;
 - (b) AWS's rate schedule/s; and
 - (c) AWS's website terms and conditions.
- 1.4 The Customer authorises its Account Administrator to agree to any addition to or variation of these Terms and to any policy, procedure or other terms on behalf of the Customer.
- 1.5 AWS may add to or amend these Terms and any policy, procedure or other terms at any time by giving notice to the Customer or its Account Administrator by e-mail or post or by placing a copy of the Terms, policy, procedure or other terms as amended on AWS's website. Such addition or amendment will take effect **14 days** after notice is given, or later in accordance with its terms. Without limitation, continued placement of orders by the Customer with AWS after the notice has been given will be conclusive evidence that the Customer has accepted the terms, policy, procedure or other terms as added to or amended.

2. Definitions and interpretation

- 2.1 In these Terms the following definitions apply:
- (a) **'Auto Pay'** means payment by electronic, automated debit from the Customer's credit card account.
 - (b) **'Account Administrator'** means the person so appointed by the Customer upon the making of the Customer's and AWS's agreement for storage of Products or any substitute for that person or its successor(s) subsequently appointed by the Customer in accordance with AWS's procedural requirements, but does not include an Authorised User. **'Authorised User'** means a person authorised by the Account Administrator, in accordance with AWS's procedural requirements, to carry out transactions on the Customer's AWS Account.
 - (c) **'AWS'** means Artisan Wine Storage Ltd with company number 08945930 and registered office address at 8th Floor Reading Bridge House, South George Street, Reading RG1 8LS United Kingdom and, where the context permits, includes its officers, employees, agents and contractors.
 - (d) **'AWS Account'** means an account opened by the Customer with AWS for access to or for the purchase of Products or Services;

- (e) **'AWS Fees and Charges'** means AWS's fees and charges for the Services specified in AWS's Schedule of Fees and Charges and include, but are not limited to, the following:
- (i) **'Administration Fee'** which means AWS's fee charged per invoice.
 - (ii) **'Case Handling Inwards Fee'** which means AWS's fee for transferring Cases into the Storage Facility.
 - (iii) **'Case Handling Outwards Fee'** which means AWS's fee for transferring Cases out of the Storage Facility.
 - (iv) **'Chargeback Surcharge'** which means AWS's fee charged when payment by credit card is reversed by a financial institution at the request of the Customer.
 - (v) **'Credit Card Surcharge'** which means AWS's surcharge for payment by debit to the Customer's nominated credit card account.
 - (vi) **'Credit Card Refund Surcharge'** which means AWS's surcharge for refund of payment by credit card at the request of the Customer.
 - (vii) **'Default Notice Fee'** which means AWS's fee charged when payment by credit card is declined, or dishonoured.
 - (viii) **'International Funds Transfer Charge'** which means AWS's fee for transferring funds to or receiving funds from an overseas bank or other account.
 - (ix) **'Late Fee'** which means the sum charged by AWS as a result of non-payment of an invoice by the due date, the Late Fee is charged every 3 days whilst the amount remains outstanding.
 - (x) **'Lien Administration Fee'** which means AWS's fee charged upon disposing of or selling the Customer's Products and other goods held in the Storage Facility pursuant to AWS's lien.
 - (xi) **'Manual Processing Fee'** which means AWS's fee for processing an instruction or payment given by the Customer otherwise than through the Wine Management Portal™.
 - (xii) **'Storage Rates'** which means AWS's charges for storage.
 - (xiii) **'Subscription Fee'** which means AWS's fee for subscription to the Wine Management Portal™.
- (f) **'Business Day'** means any day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- (g) **'Case'** means any case, box, carton or other storage container used for the storage of Products to which a unique warehouse reference is or has been applied by AWS, whether physically or virtually.
- (h) **'Chargeback'** means the reversal by a financial institution of payment of any AWS Fees and Charges by the Customer paid by credit card at the request of the Customer.
- (i) **'Claim'** means any claim, demand, action, proceedings, suits, liability, loss, damages, cost (including legal costs) or expense suffered or incurred whether in contract or tort, under statute or otherwise.
- (j) **'Contract Term'** means the period agreed between AWS and the Customer and the initial Contract Term commences on the date that the parties entered into these Terms, and from 1st July 2017 the minimum contract term is; 12 months.
- (k) **'Customer'** means, where the context permits, the Customer's officers, employees, agents or contractors other than AWS, Account Administrator and Authorised Users.

- (l) **'Excise Duty'** means the tax payable on alcohol products levied under the Alcoholic Liquor Duties Act 1979 (as amended) and The Wine and Made-wine Regulations 1989 (as amended), or any tax of similar effect levied from time to time.
- (m) **'Financial Year'** means year commencing on 1 July.
- (n) **'VAT'** means the tax on supplies of goods and services as provided for by the VAT Law.
- (o) **'VAT Act'** means the *Value Added Tax Act 1994* or any other goods and services tax, value added tax, consumption tax or tax of similar effect levied from time to time.
- (p) **'VAT Law'** means the VAT Act and associated legislation including without limitation delegated legislation.
- (q) **'Product'** means any wine or other Beverage related goods of any kind whether supplied by AWS to a Customer, delivered to AWS by or on behalf of a Customer.
- (r) **'Proof of Delivery'** means written evidence of pick up, collection or delivery of Product in accordance with a Request to Transfer Inwards or Transfer Outwards.
- (s) **'Registration'** means registration by the Customer by opening an account on the Website and **'Register'** has a corresponding meaning.
- (t) **'Request to Sell'** means a request to sell any of the Customer's Products stored within the Storage Facility, through a third-party agent via API and approved by the Customer and authorised to act on their behalf.
- (u) **'Schedule of Fees and Charges'** means the schedule of AWS's Fees and Charges, as published by AWS on the Wine Management Portal™ from time to time.
- (v) **'Service'** means any storage, delivery or other service provided or performed by AWS for a Customer.
- (w) **'Storage Facility'** means a suitable facility for storage of the Products at a physical location as determined from time to time by AWS in its discretion.
- (x) **'Storage Record'** means the inventory of the Customer's Products stored within the Storage Facility.
- (y) **'Taxes'** means any tax, levy, duty, excise or impost, including, but not limited to, VAT and Excise Duty, which applies to the supply, import, export, purchase or sale of or payment for any Product or the performance of or payment for any Service.
- (z) **'Terms'** means these terms and conditions, as varied from time to time in accordance with clause 1.4 or 1.5.
- (aa) **'Transfer Inwards'** means deposit of Product at the Storage Facility.
- (bb) **'Transfer Inwards Receipt'** means the receipt issued to the Customer by AWS for all Products deposited by the Customer at the Storage Facility.
- (cc) **'Transfer Outwards'** means removal of Product from the Storage Facility.
- (dd) **'Transfer Outwards Confirmation'** means confirmation of Products removed from the Storage Facility issued by AWS.
- (ee) **'Website'** means AWS's online website at the internet address www.artisanwinestorage.co.uk.
- (ff) **'Wine Management Portal™'** means AWS's secure website for beverage collection management.

2.2 Except where the context otherwise requires, in these Terms:

- (a) The singular includes the plural and vice versa;

- (b) Words importing one gender include other genders;
- (c) The words 'written' and 'in writing' include any communication by letter, facsimile or email;
- (d) A reference to an individual includes a partnership, body corporate, government authority or agency and vice versa;
- (e) A reference to a party includes that party's executors, administrators, successors and permitted assigns;
- (f) If a party consists of 2 or more individuals, these Terms apply to all of them jointly and each of them severally;
- (g) Headings are for convenience only and do not affect the interpretation of these Terms; and
- (h) Any expression used that is defined in the VAT Law has that defined meaning.

3. Operation of the Customer's AWS Account

- 3.1 The Customer may appoint not more than one Account Administrator at any given time.
- 3.2 The Customer is solely responsible for:
 - (a) Setting the permission levels to be granted to its Account Administrator on the Wine Management Portal™; and
 - (b) The permission levels granted by its Account Administrator to Authorised Users on the Wine Management Portal™.
- 3.3 AWS will only comply with instructions given on behalf of the Customer by its Account Administrator or an Authorised User in accordance with their respective permission levels. AWS will refuse to comply with any instruction given on behalf of the Customer by any other person.
- 3.4 The Customer accepts full responsibility for all transactions on its AWS Account by its Account Administrator and Authorised Users and by any other person using a valid user name and password.
- 3.5 The Customer must give all instructions to AWS regarding movement of Products (including Transfers Inwards, Transfers Outwards) via the Wine Management Portal™. Where the Customer has given instructions to Request to Sell their Products through a third party, all electronic and automated instructions received through the WMP will be deemed to have been pre-approved by the Customer, AWS will not seek further clarification prior to releasing the goods.

4. Availability of the Wine Management Portal™

- 4.1 AWS will (subject to the remainder of this clause 4) use reasonable endeavours to ensure that the Wine Management Portal™ is available 24 hours a day 365 days a year. Notwithstanding this, AWS shall not be responsible for or liable to the Customer for any unavailability of the Wine Management Portal™ which is outside AWS's control, including but not limited to any failure of any hardware, software and/or any telecommunications links between the Customer and the internet.
- 4.2 AWS reserves the right to close the Wine Management Portal™ at any time if it believes there are compelling legal or technical reasons to do so or for general maintenance.
- 4.3 Without limiting the foregoing AWS may refuse to provide or to continue to provide access to the Wine Management Portal™ to the Customer:
 - (a) If any sum due from the Customer to AWS is outstanding for 14 days or more; or (b)

At any time at AWS's sole discretion.

- (c) AWS may limit third party access to the Customer's account data, which may affect the manner in which the account is able to Request to Sell products with service providers.

4.4 The Customer's right to use the Wine Management Portal™ will cease automatically upon:

- (a) Expiry (without renewal) of the period for which the Customer has paid the Subscription Fee; or
- (b) Termination of the parties' agreement for storage of the Products in accordance with clause 23.

5. Limitation of AWS's liability – the Wine Management Portal™

5.1 The Customer acknowledges and agrees that AWS is not responsible for, nor liable to the Customer in respect of, any failure to provide the Wine Management Portal™ or any other Service provided through the Website.

5.2 Except as set out expressly in these terms and conditions, and so far as is permitted by law, AWS makes or gives no condition, warranty or representation, whether express or implied, arising by statute, common law or otherwise, including but not limited to any implied term, warranty or condition of title, completeness, accuracy, description, satisfactory quality, merchantable quality or fitness for a particular purpose in relation to the Wine Management Portal™, any other Service provided by AWS, any Product offered for sale or sold through the Wine Management Portal™ and Website, warranties and terms are hereby expressly excluded.

5.3 Except in relation to such liability as has been expressly excluded, the maximum aggregate liability of AWS whether in contract, tort, statutory duty or otherwise (even where AWS has been advised of the possibility of such loss or damage) for any loss or damage whatever arising from or in relation to these Terms and/or any sale or purchase effected through the Wine Management Portal™ and Website shall, in respect of any one or more events or series of events (whether connected or unconnected) taking place within any twelve month period, be limited in aggregate to GBP 1,500. This limit shall also apply in the event that any exclusion or other provision is held to be invalid for any reason and AWS becomes liable for loss or damage that would otherwise have been limited.

5.4 Either AWS or the Customer may terminate the Customer's right to use the Wine Management Portal™ and to receive other Services at any time by giving to the other party written notice of termination.

6. Conditions precedent to storage and release of Products

6.1 AWS is under no obligation to accept Products into the Storage Facility nor to make Products available for collection from the Storage Facility until the Customer has complied with all the applicable Terms and has paid to AWS all amounts owing to AWS in respect of storage of the Products and any other amounts then owing to AWS by the Customer.

7. Pick up of Products

7.1 If the parties agree that AWS will pick up Products for transport to the Storage Facility, AWS may do so by itself or may engage independent packers and carriers for that purpose.

7.2 All packing, picking up, transport and delivery of Products to the Storage Facility shall be carried out at the Customer's risk and AWS shall not be liable for any loss of or damage to the Products.

7.3 The Customer shall be solely responsible for insuring Products that are to be transported to the Storage Facility.

7.4 The Customer shall pay all costs of packing, picking up, transporting and delivering the Products to the Storage Facility, including the cost of all packaging materials and all travel expenses.

7.5 Subject to verification and correction by AWS when it catalogues the Products, a receipt issued by AWS or its agent (including any independent packer or carrier engaged by AWS) shall be conclusive evidence of the Products (as clearly labelled on the Case by the Customer) having been picked up and delivered to the Storage Facility only, and the Customer acknowledges that such receipt shall not be conclusive evidence in any way of the authenticity of the Products.

8. Storage

- 8.1 Products delivered into the Storage Facility will be stored by AWS until the Customer arranges to collect them in accordance with clause 10.
- 8.2 AWS may open any Case containing Products for the purpose of cataloguing the Products, determining the condition or ownership of the Products or for any other purpose AWS believes necessary.
- 8.3 If, in AWS's opinion, any Product is or is liable to become damaged, broken, dangerous or illegal, AWS may at any time destroy, dispose of, abandon or render harmless the Product without liability or compensation to the Customer.
- 8.4 If a Case is damaged or otherwise requires replacement from time to time, AWS may, in its absolute discretion and at the Customer's cost, repackage Products in new Cases.
- 8.5 The Customer may not enter the secure area of the Storage Facility without AWS's consent nor except in accordance with the access, occupational health and safety and security procedures specified by AWS from time to time.
- 8.6 AWS reserves the right to move the Products to a different Storage Facility at any time, the costs of any such move to be borne by AWS. AWS's Fees and Charges in relation to the storage of the Products at the previous Storage Facility will continue to apply for the remainder of the current invoicing period as chosen by the Customer in accordance with clause 15.2.

9. Cataloguing and Storage Record

- 9.1 AWS will catalogue all Products delivered for storage at the Storage Facility in accordance with the labelling of the Case by the Customer. Unless AWS in its absolute discretion otherwise decides, all Products will be catalogued and assigned a unique warehouse reference. If an exception is made, for cataloguing purposes the contents of a Case will be assumed to be as marked on the Case. AWS accepts no responsibility for the actual contents of any Case or for the authenticity of any of the Products.
- 9.2 AWS will make access to the Storage Record available to the Customer via the Wine Management Portal™. The Customer indemnifies AWS against any Claim for any typographical, data entry or cataloguing error in any Transfer Inwards Receipt, Transfer Outwards Confirmation or the Storage Record if such typographical, data entry or cataloguing error is based on incorrect information received by AWS from the Customer.

10. Collection of Products from storage

- 10.1 The Customer must give AWS at least 1 Business Days' notice via the Wine Management Portal™ of collection of any Products from the Storage Facility, specifying the particular Products to be collected, the name of the person/carrier who is to collect them and the date and estimated time required for collection.
- 10.2 By making Products available to the Customer (or to a person who AWS in good faith believes to be authorised by the Customer to collect the Products) for collection and by obtaining a receipt acknowledging collection of the Products from the Customer or such a person, AWS discharges all of its obligations under this clause 10. AWS is not responsible for any Claim which arises at any time after the Products are made available for collection and a receipt acknowledging collection of such Products has been obtained.
- 10.3 If the Customer gives notice of collection of Products in accordance with clause 10.1 but the Products are not collected from the Storage Facility within 5 Business Days of the date specified for their collection, AWS will return the Products into Storage Facility, and the Customer will be liable for Case Handling Inwards Fees and further Storage Rates for the Products.

11. Customer's warranties

11.1 The Customer warrants:

- (a) That the Customer is aged eighteen (18) years or over;
- (b) That the Customer has made its own inquiries as to the suitability and fitness of AWS for the Customer's purposes and has not relied upon any representations made by AWS;
- (c) That the Customer is or will be the owner of Products and/or is or will be entitled at law to deal with Products delivered into the Storage Facility in accordance with these Terms;
- (d) That the Products are not and will not be subject to any encumbrance or right of any third party which would or might prevent the Customer storing them at the Storage Facility under these Terms;
- (e) That the Customer or its representative will check each Transfer Inwards Receipt at the time of receipt and will promptly notify AWS if any of the Products delivered to the Storage Facility by or on behalf of the Customer are not fully, adequately and truly described on the Transfer Inwards Receipt;
- (f) That no Products delivered to the Storage Facility by or on behalf of the Customer will be or include any illegal, dangerous, inflammable, corrosive, explosive, volatile, offensive or aerosol items or substances;
- (g) That the Customer or its representative will check each Transfer Outwards Confirmation at the time of receipt and will promptly notify AWS within 3 Business Days of receipt if it does not fully, accurately and truly describe all the Products removed from the Storage Facility in response to the Customer's request for Transfer Outwards of Products; and
- (h) That at all times the Customer will keep AWS informed of the Customer's current postal address, service address for receipt of any notices, telephone numbers, fax number, email address and credit card and expiry date details.

12. Indemnity

12.1 The Customer will indemnify AWS against all Claims whatsoever and howsoever arising out of:

- (a) Any transaction on the Customer's AWS Account by the Customer, its Account Administrator and Authorised Users and by any other person using a valid user name and password; and
- (b) Any breach of these Terms, including any breach of the warranties set out in clause 11.1.

12.2 The Customer acknowledges and agrees to comply with all relevant laws as are or may be applicable to the use of the Storage Facility and its services. The liability for any and all breaches of such laws rests absolutely with the Customer and includes any and all costs resulting from such a breach.

12.3 The Customer indemnifies AWS and will keep AWS indemnified from and against all Claims for any loss, injury or damage to or destruction of property of or personal injury to or death of AWS, other customers or third parties caused or contributed to by the Customer including any resulting from or incidental to the Customer's use of or access to the Storage Facility.

13. Delivery of Products

13.1 The Customer may request, and AWS shall agree to, the dispatch of the Products (or particular Products specified by the Customer in writing) from the Storage Facility to the Customer's address or to any other person at an address in the United Kingdom nominated by the Customer in writing, on an approximate date and at an approximate time nominated by the Customer in writing. The Customer agrees that the costs of so dispatching the Products and any other expenses of delivery will be the sole responsibility of the Customer.

- 13.2 All transport and delivery of the Products from the Storage Facility as set out in clause 13.1 shall be carried out at the Customer's risk and AWS shall not be liable for any loss of or damage to the Products. The Customer shall be solely responsible for insuring Products that are to be transported from the Storage Facility either by electing through the Website to include marine transit insurance at the time of requesting the dispatch of the Products in accordance with clause 13.1, or by insuring such Products itself. The Customer acknowledges that if it requests a delivery service but does not elect to include marine transit insurance, in contrast to requesting such a service and electing to include such insurance, the Products will not be insured unless the Customer insures such Products itself.
- 13.3 AWS is not a common carrier and may at its discretion refuse to transport or carry Products for any person or to transport or carry any class of Products or any particular Product.
- 13.4 Despite any specific instructions given by the Customer as to the mode of carriage of Products, in its absolute discretion AWS may carry Products or have them carried by contractors and by any means.
- 13.5 The Customer shall pay all costs incurred by AWS in transporting and delivering the Products from the Storage Facility in accordance with clause 13.1.
- 13.6 Where applicable, as set out in clause 13.7, any charges relating to the delivery of the Products shall be considered incurred whether or not Products are delivered to the Customer or any nominated person, and, in addition, whether damaged or not.
- 13.7 If a nominated person named in the Customer's instruction for delivery of Products is not in attendance at the specified address at the time of delivery, AWS will be entitled to charge the Customer an additional charge for each attempted delivery and for the time involved in any delay in effecting delivery and the Customer agrees to pay such additional charges on demand. Until delivery can be effected, the Products will be stored by AWS at the Customer's risk. Additional Storage Rates will apply if delivery cannot be effected within 5 Business Days after the first attempt at delivery.
- 13.8 Notwithstanding clauses 13.1 and 13.7, AWS shall be entitled to presume that anyone at the address specified for delivery who receives the Products is authorised to receive the Products on the Customer's behalf. AWS may request that the person who receives the Products provide satisfactory proof of his age. AWS will refuse to deliver the Products if the person receiving the Products is unable or unwilling to provide proof of his age. The Products will not be delivered to persons under the age of eighteen (18) years or to persons who fail to provide proof of age satisfactory to AWS that the person is aged eighteen (18) years or over.
- 13.9 By dispatching the Products in accordance with clause 13.1 AWS discharges all of its obligations under this clause 13. AWS is not responsible for any Claim which arises after the Products are dispatched from the Storage Facility.
- 13.10 If the Customer elects to use a transport service which provides for "goods in transit insurance", from the Storage Facility through AWS at the time of requesting the dispatch of the Products in accordance with clause 13.1, the Customer acknowledges that such insurance cover will be limited to the policy conditions offered by the carrier's insurance provider, and will be subject to all policy conditions, exclusions and limitations specified by the carrier's insurance provider. Details of the policy conditions offered by the carrier's insurance provider can be obtained by request from info@artisanwinestorage.co.uk.

14. Exclusion of liability

- 14.1 AWS shall not be liable for any failure to carry out the Customer's instructions, nor for any direct or consequential loss or damage whatsoever resulting from such failure, if:
- (a) AWS receives less than 1 Business Days' notice of collection of Products from the Storage Facility; or
 - (b) AWS is unable to carry out any of the Customer's instructions due to reasons or circumstances outside AWS's control.

14.2 The Customer understands that, by arranging removal of the Customer's Products from the Storage Facility where they are held at the time of the Customer's instruction, the Customer relinquishes any remaining prepaid storage coverage for those Products.

15. Payment

15.1 The Customer will pay for storage of the Products in advance at the rates stated in AWS's Schedule of Fees and Charges applicable from time to time.

15.2 The Storage Rates applicable shall be based on the storage account types offered by AWS from time to time:

- (a) **Annual Storage type: Invoiced annually in advance for each Year and are payable at the time of placing an order for storage and on the first Business Day in July in each subsequent year so long as the Customer has Products in the Storage Facility;**

credit shall be allowed pro rata for any part of the applicable first invoicing period during which the Customer had not yet deposited the Products in the Storage Facility, but only until the Customer first Transfers Inwards Products.

15.3 The Customer is not entitled to a refund of any part of a fee paid in respect of any period during which a Service is not used by the Customer.

15.4 Payment in full for Services ordered by a Customer, together with any Taxes or expenses payable by the Customer under clause 16, must accompany the Customer's order.

15.5 The Customer must pay:

- (a) All sums invoiced by AWS in accordance with AWS's Schedule of Fees and Charges; and
- (b) All expenses, including legal fees, incurred by AWS in the enforcement of these Terms and collection of overdue sums due to AWS.

15.6 All sums due to AWS must be paid by Auto Pay from time to time.

15.7 Unless otherwise agreed by AWS, payment process for all AWS Fees and Charges shall be by Auto Pay only.

15.8 The Customer must give notice in writing to AWS before the Customer makes any change to an Auto Pay debit authorisation, including (without limitation):

- (a) Deferring a debit; or
- (b) Altering the schedule of debits; or
- (c) Stopping an individual debit; or
- (d) Suspending the Auto Pay debit authorisation; or
- (e) Cancelling the Auto Pay debit authorisation.

15.10 Any Auto Pay debit authorisation that is declined, will incur the relevant fee set out in AWS's Schedule of Fees and Charges.

15.11 The Customer must give AWS at least **5 days' notice** in writing of any intended Chargeback to the Customer's credit or charge card and must not proceed with any Chargeback without AWS's prior written consent, which will not be refused unreasonably. The Customer agrees to pay all costs and expenses incurred by AWS in relation to any unjustified Chargeback or refund made at the Customer's request. In addition, in such a case, the Customer agrees to pay AWS's Chargeback Surcharge or Credit Card Refund Surcharge, as the case may be.

15.12 If the Customer gives AWS authority to debit sums due to AWS to the Customer's credit, debit or charge card, AWS may charge its accounts to the Customer's credit, debit or charge card as and when they fall due.

15.13 The Customer is solely responsible for notifying AWS of any alleged error in debiting the Customer's credit, debit or charge card or bank account.

15.14 If any credit, debit or charge card authorisation is declined, AWS shall not be obliged to seek further authorisation and may charge Late Fees and interest at the rate set out in clause 18.1 from the time the credit, debit or charge card or bank account debit authorisation is declined until the outstanding account is paid in full.

15.15 The Customer will not defer or withhold payment of or deduct any amount from any sum due to AWS, whether on the grounds of any Claim against AWS or otherwise.

16. Taxes and expenses

16.1 Except as otherwise provided in these Terms or in AWS's Schedule of Fees and Charges applicable from time to time, the rates stated in AWS's Schedule of Fees and Charges are exclusive of VAT and of any other Taxes which are payable in addition.

16.2 The Customer must pay on demand, and must indemnify AWS in full against:

- (a) Any agent's fees, costs of handling and delivery or other expenses incurred as a result of delivery of any Product to an address other than the Storage Facility;
- (b) Any Taxes which are to be borne by the Customer under clause 16.1, together with any fine, penalty or interest paid or payable by AWS because of a default by the Customer in paying such amounts; and
- (c) All charges for detention of a container longer than provided for in the relevant for carriage of Products incurred in connection with the delivery of Products to or by AWS.

17. VAT

17.1 The Customer will notify AWS if the Customer is or is required to be registered for VAT and, if so, will provide AWS with the Customer's VAT identification number.

18. Late payment and non-payment

18.1 If any amount is due and payable to AWS by a Customer but remains unpaid, AWS may (without the need for further notice or demand and without prejudice to any other rights or remedies which may be available to it) do any one or more of the following:

- (a) Charge and recover a Late Fee; and
- (b) Charge and recover interest on the outstanding amount at the rate of 4% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the outstanding amount, whether before or after judgment.

19. Lien

19.1 AWS shall have a lien on all Products and any other goods held in the Storage Facility on the Customer's behalf and any document relating to them for all sums payable by the Customer to AWS.

19.2 If any amount due and payable to AWS by the Customer is not paid in full within 20 Business Days of the due date, AWS may at its absolute discretion, without further notice and without liability to the Customer by AWS,

- continue to store the goods and seek recovery from the Customer

OR

- dispose of and/or sell the Products or other goods by public auction or private treaty at the risk and expense of the Customer and otherwise on such terms as AWS may determine and AWS may apply the proceeds of any such sale or disposal in or towards the payment of the sums due and AWS's Lien Administration Fee, along with Taxes and any charges due on the goods if they so require in releasing them from the Storage Facility.

OR

- If any amount due and payable to AWS by the Customer is not paid in full within 20 Business Days of the due date, the goods shall be considered abandoned, and the customer shall forfeit all rights in said goods, and title shall pass to AWS. The customer's obligations under this contract up to the date of forfeiture shall survive the forfeiture event including the payment of the sums due and AWS's Lien Administration Fee, along with Taxes and charges due on the goods if they so require to be released from the Storage Facility and transported to another location, anywhere in the world.

20. Risk in the Products

20.1 The Customer:

- Agrees to the storage of the Products at the Storage Facility solely at its own risk; and
- Bears all responsibility for any and all direct or consequential loss, damage or destruction of any kind to the Products whilst in possession or control of AWS or otherwise howsoever caused, including but not limited to theft, deterioration, contamination, evaporation, breakage, spoilage, mildew, flood, fire, leakage or overflow of water, heat, storm, earthquake, explosion, accident, interruption to or failure of gas, water, electricity and other services, industrial disputes, war, removal or delivery of goods, pests, or vermin.

21. Insurance of the Products at the Storage Facility

21.1 Unless clause 21.2 applies, the Customer is solely responsible for insuring the Customer's Products against loss, damage and all other risks of any nature.

21.2 If the Customer orders and pays for a Service which includes insurance of the Customer's Products, then so long as AWS is in the process of providing that Service to the Customer:

- AWS will ensure that there is in effect a policy of insurance which covers the Products for their current market value or the payment of their cost of replacement (as determined in accordance with the policy) against the risks of physical loss, destruction and damage arising from causes specified in the policy, at all times from actual receipt of the Products into the Storage Facility until they are made available for collection in accordance with clause 10 or dispatched in accordance with clause 13. Such policy of insurance:
 - Will be subject to maximum limits in the aggregate and for each loss or series of losses as set out in the policy terms and conditions;
 - Will be subject to exclusions, limitations and other terms as set out in the policy terms and conditions; and
 - Will be subject to an excess on each and every claim of GBP £550 .
- AWS will promptly provide to a Customer on whose behalf AWS holds or has at any time held Products in the Storage Facility a copy of the terms and conditions of the insurance policy taken out pursuant to clause 21.2(a)
- The liability of AWS to the Customer in respect of any Products insured pursuant to clause 21.2(a) is limited to the proceeds recovered by AWS under such policy of insurance, less:
 - Any excess paid or payable by AWS in respect of the claim; and
 - Any other costs (including, but not limited to, legal and administrative costs) incurred by AWS in making or pursuing such claim,

and, in the case of a claim also involving property of a customer or customers of AWS other than the Customer, will be the same proportion of the insurance proceeds recovered (net of the expenses referred to in clauses 21.2(c)(i) and 21.2(c)(ii)) as the value of the property of the Customer which has been lost, destroyed or damaged bears to the value of all of AWS's customers' property which has been lost, destroyed or damaged.

- (d) Insurance cover arranged by AWS will not indemnify the Customer for loss due to variation in temperature, packing or handling.
- (e) **Despite the foregoing, the Customer's Products will not be insured during any period when any sum payable by the Customer to AWS has not been paid in full by its due date and during such period the Customer's Products will be held by AWS at the Customer's own risk.**

22. Limitation of AWS's liability

- (a) 22.1 To the fullest extent permitted by law: AWS expressly excludes all warranties, conditions and representations, whether express or implied, and whether contained in statute or common law. To the extent to which such warranties, conditions and representations cannot be excluded or restricted, these Terms will be read subject to those warranties, conditions and representations;
 - (b) AWS's liability is limited, at its option, in the case of Services to supplying the Services again or paying to the Customer the cost of having the Services supplied again.
 - (c) If by operation of law, AWS is held liable in any way for loss of or damage to Products, AWS's liability shall be limited to the market value of the Products as determined by AWS's valuers.
- 22.2 AWS shall not in any circumstances be liable in any way to any person and is expressly released by the Customer from and indemnified by the Customer against any Claim for any direct, indirect or consequential loss or damage arising from:
- (a) Loss, wastage, spoilage, evaporation, contamination or deterioration of or damage to any Products;
 - (b) Packing, storage or handling, whether in transit or otherwise, of the Products;
 - (c) The matters referred to above in clause 8.2 and 8.3;
 - (d) Failure to deliver Products at any time or to any place specified by the Customer or at all; or
 - (e) for any other damage arising from or attributable to any cause, including the wilful or negligent act or omission of AWS.
- 22.3 If the Customer is dissatisfied with any portion of AWS's Services, or with any of these Terms, the Customer's sole and exclusive remedy is to discontinue using the Services, the Website and the Wine Management Portal™ and terminate this Agreement in accordance with clause 23.

23. Term and termination

- 23.1 Subject as otherwise provided in these Terms, AWS will be obliged to store the Products for the initial Contract Term and, unless either party gives to the other notice in writing to terminate that obligation not less than **3 months before the end of a Contract Term**, the obligation will continue automatically for a further Contract Term at the end of each Contract Term. Termination of AWS's obligation to store the Products will not affect the remainder of these Terms.
- 23.2 AWS will expect a client to have completed a Request to Transfer Outwards using the WMP 15 business days prior to the Contract end date. Upon receipt, AWS will provide a Proforma Invoice for the actions/services requested, including but not limited to Shipping, Handling, Taxes and Administration. Payment of this Proforma Invoice will be required to be made to the nominated

AWS Bank Account within a minimum of 10 Business Days prior to the Contract end date. Final account payment will only be accepted by electronic funds transfer. Failure by the client to provide the requisite amount of notice to Request the transfer and make payment, may mean AWS cannot comply with the Clients instructions. If the Customer gives less than the requisite amount of notice AWS will be entitled to charge the Customer accordingly.

23.3 Either party may terminate the parties' agreement for storage of the Products immediately by written notice to the other party if the other party:

- (a) Is subject to an Insolvency Event;
- (b) Commits a material or persistent breach of these Terms which cannot be remedied;
- (c) Commits a material or persistent breach of these Terms and fails to remedy it within 20 Business Days after receiving written notice from the other party requiring it to be remedied;
- (d) Undergoes a change in Control; or
- (e) Is delayed in performance or non-performance of any obligation, clause 24.1 applies to such delay and the delay exceeds 20 Business Days.

23.4 In the event of illegal or environmentally harmful activities on the part of the Customer in relation to the use of the Storage Facility or its services, AWS may terminate its obligation to store the Customer's Products immediately and without notice.

23.5 Upon termination of the parties' agreement for storage of the Products the Customer shall either arrange for delivery of the Products in accordance with clause 13 or collect all of its Products from the Storage Facility in accordance with clause 10 on the date specified by the party terminating the agreement.

23.6 If the Customer terminates the parties' agreement for storage of the Products, the Customer shall not make a claim or commence action against AWS for non-delivery of any Product or requiring production of any Product for collection earlier than 60 days after the date on which AWS receives the Customer's request to Transfer Outwards the Product.

23.7 Following termination of the parties' agreement for storage of the Products:

- (a) The Customer will continue to be subject to and bound by all restrictions imposed on the Customer by these Terms;
- (b) All licences granted by the Customer and all disclaimers by AWS and limitations of AWS's liability set out in these Terms or elsewhere on AWS's websites or documentation will continue in effect with respect to AWS and the Customer; and
- (c) AWS will be under no obligation to retain and may permanently delete all records of transactions on the Customer's AWS account. AWS shall be under no obligation to provide any copy of or extract from such records to the Customer.

23.8 The Customer must pay all outstanding moneys and expenses owed to AWS up to the date of termination of the parties' agreement for storage of the Products. Calculation of moneys owed will be made by AWS and such calculation will be final.

23.9 The Customer's liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under these Terms continues to run beyond the termination of the parties' agreement for storage of the Products.

24. General

24.1 Neither AWS nor the Customer shall be deemed to be in breach of any of these Terms (other than any obligation to pay money) by reason of any delay in performance or non-performance to the extent that such delay or non-performance is due to causes beyond its reasonable control (including, but not limited to, any strike, lockout or other form of industrial action, act of God,

war, riot, fire, flood or storm) so long as the party concerned has acted and continues to act reasonably and prudently to prevent and to minimise the effect of such causes.

24.2 If for any reason any provision of these Terms, or any portion thereof, is found to be invalid or unenforceable, the remaining provisions of these Terms shall continue to be valid to the fullest extent permitted by law.

24.3 AWS may in its discretion:

- (a) Sub-contract the performance of any part of its obligations under these Terms and any sub-contractor's terms of business (including any lien) shall apply as if AWS had entered into the sub-contract as agent of the Customer;
- (b) Assign and transfer all its rights and obligations under these Terms and/or under any contract with the Customer to any other person and upon that person undertaking to the Customer to perform those obligations, AWS shall be discharged from all further liability to the Customer; or
- (c) Offer the Customer the choice of having its contract(s) with AWS transferred to another person in accordance with paragraph (b) of this clause or removing its Products from the Storage Facility and if the Customer does not remove its Product from the Storage Facility within 20 Business Days of such offer, it shall be deemed to have agreed to have its contract(s) transferred.

24.4 Without derogating from any other method of service allowed by law, any notice, demand or other communication sent to the Customer by post to the last address given to AWS in writing by the Customer shall be deemed to be received by the Customer in the ordinary course of post.

24.5 The Customer may not assign the benefit of these Terms without AWS's prior consent in writing.

24.6 AWS may exercise any and all its rights under these Terms at any time and no failure to exercise or delay in exercising those rights will operate as a waiver those rights.

24.7 Save as expressly provided in these Terms, these Terms constitute the whole agreement and understanding between the Customer and AWS relating to the Service.

24.8 These Terms are not intended to benefit anyone other than the parties to it and, in particular, none of the provisions of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

24.9 These Terms will be governed by the laws of England and Wales and the parties agree that the courts of England and Wales have exclusive jurisdiction to hear any matter arising thereunder.
