

# **THE WINE CELLAR CLUB Ltd. APPLICATION FORM**



## A. Applicant's Details

Title Forename(s) Surname  
Current home address  
Post code Country  
Telephone (home) Mobile

If you currently are on expatriation, may we please have your previous home address / country of origin?  
Address  
Post code Country

## B. Investment Option

- LUMP SUM INVESTMENT:** I would like to invest a free amount of money (Amount to be invested \_\_\_\_\_EUR)
- MONTHLY INVESTMENT:** I would like to subscribe to a Regular Investment Plan (available to customers willing to commit for a term of 12 months or longer)

1/ Amount to be invested monthly \_\_\_\_\_EUR

2/ Initial Deposit \_\_\_\_\_EUR

## C. Wine Cellar Option

### 1. WINE CELLAR OPTION

- Investment Cellar  Future Drinking & Investment Cellar  Future Drinking Cellar

### 2. PRICE RANGE per bottle:

In order to better manage your funds, please indicate the price range you would like us to target:

- 25€ - 50€ per bottle  100€ - 200€ per bottle  
 50€ - 100€ per bottle  + 200€ per bottle

### 3. Do you any specific requirements in terms of wine, region, grape variety? Let us know:

## D. Purchase Option

- NON-DISCRETIONARY:** I authorise **The Wine Cellar Club Ltd.** to select wine according to my wishes but my permission **MUST BE** obtained before any purchases are made.
- DISCRETIONARY:** I authorise **The Wine Cellar Club Ltd.** to select wine according to my specific cellar criteria, and my permission is **NOT** required before purchases are made.

## E. Storage & Insurance - Shipping Option

- STORAGE AND INSURANCE:** I would like to have my wines stored in your warehouse and subscribe for full coverage insurance.
- SHIPPING:** I would like to have my wines delivered. Please indicate the shipping address (if different from your current home address) and we will send you a quotation:

Shipping address  
Post code Country  
Telephone (daytime) Mobile

Please send your Application Form to [contact@thewinecellarclub.com](mailto:contact@thewinecellarclub.com). A Personal Cellar Manager will get in touch. Thank you!

[www.TheWineCellarClub.com](http://www.TheWineCellarClub.com)

## TERMS & CONDITIONS

“**Customer**” refers to the individual or corporate entity who wishes to conduct a business transaction with The Wine Cellar Club Ltd. and whose particulars will be stated in the Application Form or the Sales Request Form (as the case may be).

“**Application Form**” refers to the form by which the Customer makes an order of Merchandise with The Wine Cellar Club Ltd.

“**Designated Warehouse**” refers to the warehouse designated by The Wine Cellar Club Ltd., which The Wine Cellar Club Ltd. shall use for storage of the Merchandise.

“**Merchandise**” refers to the goods which The Wine Cellar Club Ltd. are to supply to the Customer in accordance with the terms of the agreement, including En Primeur wines, if applicable.

“**Merchandise Withdrawal Form**” refers to the form by which the Customer instructs The Wine Cellar Club Ltd. to withdraw the relevant Merchandise from the Designated Warehouse for delivery to a location designated by the Customer.

“**Sales Price**” refers to the price at which the buyer, identified by The Wine Cellar Club Ltd. upon the Customer’s request, is willing to pay to purchase the Merchandise stored in the Designated Warehouse.

“**Sales Request Form**” refers to the form by which the Customer instructs The Wine Cellar Club Ltd. to sell Merchandise stored in the Designated Warehouse.

“**Withdrawal Price**” refers to the price provided by The Wine Cellar Club Ltd. upon receipt of the Merchandise Withdrawal Form in relation to the cost of withdrawing and/or delivery of the Merchandise from the Designated Warehouse to a location designated by the Customer, and shall include all taxes, levies, duties, delivery charges or expenses incurred by The Wine Cellar Club Ltd. in relation to the withdrawal.

### **Acceptance of the General Terms and Conditions**

Any individual or entity who wishes to order, trade or conduct a business transaction with The Wine Cellar Club Ltd. shall be deemed to have read, understood and accepted the terms and conditions herein.

Unless specifically stipulated and with a written agreement between the parties, all orders are conditioned by the present general terms and conditions, prevailing over any other documents such as brochures, leaflets, press articles, catalogues or e-mailings issued by the seller, which only have an indicative value.

### **Placement and Acceptance of Orders**

Any order by the Customer shall first be made by completing and submitting the Application Form with the requisite details. The Application Form can be downloaded from The Wine Cellar Club Ltd. website [www.TheWineCellarClub.com](http://www.TheWineCellarClub.com) or obtained from any authorized representative of The Wine Cellar Club Ltd. and shall be submitted to The Wine Cellar Club Ltd. online or through an authorized representative of The Wine Cellar Club Ltd.

The Customer is responsible for verifying the accuracy of the information in the Application Form and The Wine Cellar Club Ltd. has the right to reject or amend any order at its absolute discretion.

The Customer will receive an acknowledgement from The Wine Cellar Club Ltd. upon receipt of the Application Form. Receipt of the Application Form by The Wine Cellar Club Ltd. does not constitute acceptance and no contract between the Customer and The Wine Cellar Club Ltd. shall be formed until The Wine Cellar Club Ltd. informs the Customer in writing that his order is accepted. In this regard, the Customer shall pay the prices of the order within ten (10) days upon receipt of The Wine Cellar Club Ltd.’s confirmation of the order or the invoice, whichever is earlier. The Wine Cellar Club Ltd. shall have no obligation to purchase or deliver the Merchandise ordered until or unless The Wine Cellar Club Ltd. has received payment of the order from the Customer. In the event that the Customer fails to pay the prices of the order within the expiration of the said ten (10) days’ period, the order as accepted by The Wine Cellar Club Ltd. shall be treated as cancelled and The Wine Cellar Club Ltd. shall be released from any of its obligations under the cancelled order. Notwithstanding the foregoing, the Customer shall indemnify The

Wine Cellar Club Ltd. against any and all costs, expenses and losses incurred by The Wine Cellar Club Ltd. as a result of such cancellation.

In the event that the order is amended by The Wine Cellar Club Ltd., the Customer then has ten (10) days to decide whether he wishes to confirm the order as amended. If no confirmation has been made by the Customer before the expiration of the said ten (10) days’ period, The Wine Cellar Club Ltd. shall be entitled to treat the order as amended as cancelled.

In the event that The Wine Cellar Club Ltd. amends the order, a valid contract is formed when the Customer confirms acceptance of the order as amended by The Wine Cellar Club Ltd. within ten (10) days. The Customer shall pay the prices of the order as amended within ten (10) days upon receipt of the invoice from The Wine Cellar Club Ltd. In any event, the agreement between The Wine Cellar Club Ltd. and the Customer shall incorporate and be subject to the terms and conditions herein.

The Wine Cellar Club Ltd. may, but shall not be obliged to, accept any amendment or cancellation sought by the Customer for whatever reason, after a valid agreement has been formed as provided above. Amendment or cancellation of an agreement sought by the Customer will only be considered if received in writing by The Wine Cellar Club Ltd. Any amendment or cancellation agreed by The Wine Cellar Club Ltd. is on the condition that all costs, expenses and losses incurred by The Wine Cellar Club Ltd. by reason of such amendment or cancellation will be paid forthwith to The Wine Cellar Club Ltd. by the Customer.

### **Prices**

Prices of our Merchandise set out in any brochures, price list or any other literature of The Wine Cellar Club Ltd. are indicated in Euros excluding VAT and duty and are for guidance purpose only. All prices are subject to change without prior notice and all orders are subject to The Wine Cellar Club Ltd.’s acceptance at its sole discretion and according to stock availability. The Wine Cellar Club Ltd.’s offers are only dedicated to private individuals. They are not available to importers or distributors.

### **Means and Conditions of Payment**

**Payment of the Merchandise is entirely due upon placement of order.** Payment can be made by direct debit or by direct electronic transfer (bank details available on request). The Wine Cellar Club Ltd. cannot be held responsible for any commission or banking charge applied by the issuing bank.

All prices are quoted in Euros. Any applicable VAT, duty and delivery charges will be added at the time of order or, in the case where Customer’s Merchandises are held in bond, when the relevant Merchandises are delivered or withdrawn.

If any amount remains unpaid after the due date for payment, then The Wine Cellar Club Ltd. reserves the right to do any or all of the following:

- charge interest at 15% per month on any amount remaining unpaid after the due date, calculated from the due date until the actual date of payment;
- suspend any future deliveries to the Customer.

In no circumstances will The Wine Cellar Club Ltd. be obliged to proceed with the Customer purchase of Merchandise at an incorrect price, even if The Wine Cellar Club Ltd. has accepted the Customer order for Merchandise displayed at the incorrect price and/or failed to inform the Customer of the error.

### **En-Primeur Wines**

Wines designated as “En Primeur” are lying abroad and are sold on a ‘futures’ basis before being bottled. An order of En-Primeur wines must be paid by an upfront payment equivalent to the total value of the wines including VAT, duty and delivery charges, if applicable. Upon receipt of the order and payment, a pro-forma invoice of the wines will be emailed to the Customer at the email address provided by the Customer in the Application Form. **This pro-forma invoice and the proof of payment will guarantee the rightful ownership of the wines.** No payment may be postponed without our prior agreement. Once the wines become available from the châteaux, a final invoice will be emailed to the Customer at the email address provided by the Customer in the Application Form indicating the following

elements: - Customer's internal reference - Name and forename of the Customer - Delivery address - Reference and amount of Merchandise ordered along with relevant in bond ex VAT price - Amount paid or/and due.

#### **Bottled Wines Available Now**

An order for bottled wines must be paid by an upfront payment equivalent to the total value of the wines including VAT, duty and delivery charges, if applicable. An invoice indicating the prices in Euros including VAT and duty, if applicable, will be issued by The Wine Cellar Club Ltd. and emailed to the Customer at the email address provided by the Customer in the Application Form.

#### **Merchandise Storage**

The Wine Cellar Club Ltd. offers storage facilities to its Customers for Merchandises purchased from The Wine Cellar Club Ltd. or from other sources. The Merchandises are recorded in the Customer's own name. Storage charges shall be at the prevailing rate plus VAT (where applicable) per case.

- (a) For Monthly Investment Plan holders: Charges will be charged **monthly** in arrears and are to be paid by direct debit or as otherwise agreed with The Wine Cellar Club Ltd.
- (b) For Lump Sum Investment Plan holders: Charges will be charged **annually** in advance and are to be paid by direct debit or by direct electronic transfer (bank details available on request) upon receipt of the The Wine Cellar Club Ltd's invoice.

Merchandises can be held by The Wine Cellar Club Ltd. in a bonded warehouse so that duty and local taxes are not applicable. If The Wine Cellar Club Ltd. is requested to move or deliver the Merchandises from a bonded area to the designated address of the Customer, the Customer will be subject to duty and taxes as applicable at the time of delivery.

As an additional service, Merchandises will be insured by The Wine Cellar Club Ltd. against all risks of physical loss or damage as at the date of such loss or damage subject to the policy terms or conditions. Although it is The Wine Cellar Club Ltd's intention to cover the present market value of any losses, in view of the difficulty in assessing the total market value and the market value of individual rarities, The Wine Cellar Club Ltd. can only try to ensure that full compensation is recovered in cases of loss.

As an additional service, The Wine Cellar Club Ltd. can offer storage for Merchandises purchased from other sources. In addition to the standard storage charge, there are an entrance and a handling fee, which will be charged at the prevailing rate. It is the Customer's responsibility to authenticate these Merchandises upon arrival at The Wine Cellar Club Ltd's premises. The Wine Cellar Club Ltd. will not accept liability for either the provenance or condition of Merchandises purchased from other sources or for any defect or other fault that these Merchandises may have or may develop.

The Wine Cellar Club Ltd. may require any Customer instructions to deal with Merchandises to be confirmed in writing before acting on those instructions.

If The Wine Cellar Club Ltd. is required to sell and transfer the ownership of Merchandises for and on the Customer's behalf or is requested to make a physical transfer of Merchandises (in either case where the wine is bonded), an administration charge (per bottle) will be made.

#### **Third Party Beneficiaries**

Irrespective of whether the Merchandises in the Customer's storage have been bought for a third party or ownership is actually or beneficially transferred to that third party (whether related to the Customer or not) and whether or not we have been informed of this, the Customer, and only the Customer, shall be our client in respect of the Customer's Merchandises and shall be solely responsible for all payments and charges, and for providing all instructions in relation to the Merchandises. The Customer hereby agrees to indemnify us against all and any liabilities, losses, expenses and costs arising from any claim of whatever nature made by such third parties and incurred

by us in exercising our right of sale or disposal, or refusing to act upon such third parties' instructions or otherwise.

#### **Non-payment of the Merchandise Storage**

Please note that all storage charges are payable within 30 days from the date of the invoice sent to the Customer's last known email address. In the event of non-payment, we reserve the right to either:

- a) sell at our discretion some or all of the Customer's Merchandises and to deduct from the proceeds of sale all outstanding storage charges and any costs incurred in connection with the sale; or
- b) take back and incorporate as our stock some or all of the Customer's Merchandises and to credit against the sums due from the Customer what we reasonably believe to be the current market value of the wines taken back less 8%.

In either case the Customer hereby authorises us to sell its Merchandises as its agent and agree that ownership of the Merchandise will transfer to the purchaser or to us as the case may be. The Wine Cellar Club Ltd. shall not be responsible or liable for any difference in the proceeds of sale or allocated value had the Merchandises been sold through a third party or valued by a third party. Where The Wine Cellar Club Ltd. sells the Merchandises for more than the sum due from the Customer, the balance of the proceeds of the sale will be retained pending receipt of the Customer's written request for payment.

#### **SALE/ WITHDRAWAL-DELIVERY OF MERCHANDISE**

##### **Sale of Merchandise**

The Customer may effect a sale of the Merchandise either on his own or through The Wine Cellar Club Ltd. In the event that the Customer chooses to sell the Merchandise stored in the Designated Warehouse through The Wine Cellar Club Ltd., it shall inform The Wine Cellar Club Ltd. by completing the Sales Request Form with the requisite details. Sales Request Forms can be obtained from any authorized representative of The Wine Cellar Club Ltd. and shall be submitted to an authorized representative of The Wine Cellar Club Ltd.

The procedure for sale of Merchandise stored in the Designated Warehouse shall be as follows:

- (a) Upon receipt by The Wine Cellar Club Ltd. of the Sales Request Form, The Wine Cellar Club Ltd. shall within fifteen (15) days, exercise best endeavors, to find a buyer for the Merchandise and if a buyer is found, The Wine Cellar Club Ltd. shall inform the Customer of the Sales Price accordingly.
- (b) The Customer shall decide whether or not to accept the Sales Price within forty-eight hours (48hours) following the receipt of the offer.
- (c) In the event that The Wine Cellar Club Ltd. is unable to find a buyer within fifteen (15) days, The Wine Cellar Club Ltd. will inform the Customer and the Customer is at liberty to find his own buyer. The Customer is not obliged to accept the Sales Price. In the event of acceptance by the Customer of the Sales Price, The Wine Cellar Club Ltd. shall, as soon as reasonably possible, sell the Merchandise to the relevant buyer. Proceeds of the sale shall be issued by way of a direct electronic transfer from The Wine Cellar Club Ltd. to the Customer bank account, within fifteen (15) days of acceptance by the Customer of the Sales Price.

##### **Withdrawal and Delivery of Merchandise**

Customers are entitled to withdraw the Merchandise from the Designated Warehouse at any time by completing the Merchandise Withdrawal Form. Merchandise Withdrawal Forms can be obtained from any authorized representative of The Wine Cellar Club Ltd. and shall be submitted to an authorized representative of The Wine Cellar Club Ltd.

Upon receipt of the Merchandise Withdrawal Form, The Wine Cellar Club Ltd. shall, as soon as reasonably possible, inform the Customer of the Withdrawal Price, and shall proceed with the relevant withdrawal and delivery of the Merchandise upon receipt of payment from the Customer of the Withdrawal Price.

##### **Delivery**

If the Customer opts for delivery of the Merchandise purchased (in the Application Form or in the Merchandise Withdrawal Form) to his designated address, the Customer is responsible to notify The Wine

Cellar Club Ltd. of any changes to the designated address. If the Customer has changed address without notifying The Wine Cellar Club Ltd., The Wine Cellar Club Ltd. will not accept any liability for non-delivery of the Merchandises.

The Wine Cellar Club Ltd. will deliver the Merchandises according to the Customer's shipping instructions. Shipping costs may vary based on country of destination and order quantity. The Customer will pay all costs and expenses, including all duties (for countries where duty applies), delivery charges and handling fees, in shipping the Merchandises to his designated address. In no event shall The Wine Cellar Club Ltd. be obliged to deliver any Merchandise to the Customer unless The Wine Cellar Club Ltd. has received in full all costs and expenses, including all duties (for countries where duty applies), delivery charges and handling fees in relation to the shipment from the Customer.

Any indication as to when the Merchandise is shipped, due to arrive or meant to be delivered is only an estimate. Such estimates are given in good faith and The Wine Cellar Club Ltd. will use our reasonable endeavors to meet them. The Wine Cellar Club Ltd. will not accept liability for any failure to deliver the Merchandises howsoever caused according to the estimated dates. Time for delivery shall not be of the essence. "En Primeur" wines will not be shipped before the date on which all the Merchandises are in our physical possession and ready for delivery.

In the case of Merchandise to be delivered from the Designated Warehouse to a location specified by the Customer, the risk of damage or loss of the Merchandise shall be passed to the Customer at the time of the Merchandise is ready for delivery at the Designated Warehouse or, if the Customer fails to take delivery of the Merchandise at the Designated, at the time when The Wine Cellar Club Ltd. has tendered delivery and has informed the Customer.

#### **NO WARRANTIES**

The Wine Cellar Club Ltd.'s employees or agents are not authorized to make any representations or warranties in relation to the Merchandise. The Customer shall not rely on any representations or warranties made by The Wine Cellar Club Ltd.'s employees or agents unless confirmed in writing by The Wine Cellar Club Ltd.

The Wine Cellar Club Ltd. does not warrant or undertake any of the following in relation to the Merchandise:

- (a) The commercial merits or market value or appreciation in price of any of the Merchandise. In this regard, the Customer acknowledges that The Wine Cellar Club Ltd. is not in the business of giving financial or investment advice. The Customer also accepts that there are risks arising from investment in the Merchandise and the Customer makes his own judgment in respect of any order or sale. We do not offer any guarantees on a particular wine's monetary appreciation potential;
- (b) The Customer acknowledges that any valuation of the Merchandise by The Wine Cellar Club Ltd., including any valuation provided on The Wine Cellar Club Ltd's website or any valuation report provided to the Customer, is a best estimate, based on sources which The Wine Cellar Club Ltd. believes to be reliable. The information provided, is for the Customer's personal use only, and is not to be communicated to any other party without The Wine Cellar Club Ltd's prior written consent. Valuations are also subject to change without notice; or
- (c) The quality, fitness for drinking, use, purpose or condition of any of the Merchandise.

Except as provided for in these general terms and conditions, the Customer acknowledges there are no warranties or representations made by The Wine Cellar Club Ltd. which are not contained and set forth in these general terms and conditions, all terms and warranties which would otherwise be implied by statute or under common law are hereby expressly excluded to the fullest extent permitted by law.

#### **Limitation of Liabilities**

The Wine Cellar Club Ltd. shall under no circumstances be liable to the Customer for any claim (whether arising in or for contract, tort (including negligence) breach of statutory duty, misrepresentation or otherwise) under or in connection with these general terms and

conditions for any indirect, special or consequential loss or for any loss of anticipated profit or third party claims howsoever arising either from breach or non-performance of any of its obligations under the order or from the supply of or intended use of the Merchandise.

As En-Primeur wine is bought on a 'futures' basis, we are unable to guarantee availability of the wine until it is released to the Customer. In the event that a wine is unavailable for reasons beyond our control, our liability will be limited to payments made to us in respect of the order affected.

#### **Force Majeure**

The Wine Cellar Club Ltd. shall not be liable for any delay or failure in its performance caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labour difficulties, equipment failures, or any other causes beyond the control of The Wine Cellar Club Ltd.

#### **Cancellations: En-primeur wines**

The Customer has a delay of seven working days as from the receipt of his invoice to cancel or modify his order. After this delay, the order will be considered as firm and final. These arrangements are not applicable to orders including personalised or specific demands from the Customer (special formats, personalised packaging).

#### **Property Reserve**

It is expressly understood that ALL MERCHANDISES REMAIN OUR PROPERTY, WHEREVER THEY ARE UNTIL ALL SUMS DUE TO US FROM THE CUSTOMER HAVE BEEN PAID IN FULL. In all cases, risk of loss or damage to the Merchandise shall pass to the Customer from the moment of delivery.

#### **Contract Cancellation: Monthly Investment Plan Holders:**

The Customer's registration to the Monthly Investment Plan shall be deemed an ongoing order until the Customer cancels its membership or otherwise inform us by written notice. Please allow 30 days notice if you want to cancel your membership or make any permanent changes to your monthly debit.

#### **Applicable law and Jurisdiction**

These general terms and conditions and all contracts entered into are governed by Hong Kong law and are subject to the non-exclusive jurisdiction of the Hong Kong Courts.

#### **Protection of Minors**

By placing an order for our Merchandise, you certify that you are at least 18 years old, or that you have reached the legal age required in the country where you reside to be allowed to buy and consume alcohol.

If you are buying the Merchandise as a gift, the recipient must also be over 18 years old or have reached the legal age required to buy and consume alcohol in his country of residence

#### **Alcohol Abuse**

Abuse of alcohol is dangerous for health. Be able to drink and appreciate in moderation.

#### **Severability**

If any provision hereunder is or becomes at any time unenforceable or invalid under any law, rule or regulation, no other provision of this agreement shall be affected thereby, and the remaining provisions of this agreement shall continue unimpaired with the same force effect as if such unenforceable or invalid provision shall not have been included herein.

#### **Entire Agreement**

These general terms and conditions constitute the entire agreement between the Customer and The Wine Cellar Club Ltd. and cannot be modified or altered and no provision thereof can be waived, except in writing by the Customer and a duly authorized officer of The Wine Cellar Club Ltd.

I acknowledge receipt and agree to adhere to The Wine Cellar Club Ltd. terms and conditions as stated above.

Date:        /        /        Signed: