

FINE+RARE Wines (Asia) Limited – Storage Terms

1. THESE TERMS

1.1 What these terms cover

These Storage Terms set out the terms and conditions on which Fine & Rare Wines (Asia) Limited provides storage and related services to you in respect of wine accepted by us for storage (“Wine”).

1.2 Relationship with our other terms

These Storage Terms relate specifically to our storage services. If you purchase Wine from us, that purchase will also be subject to our applicable Terms of Sale. If you ask us to market or sell Wine through the FINE+RARE marketplace or another sales service we make available, the applicable selling or marketplace terms will also apply.

If there is any inconsistency between these Storage Terms and any other terms applying between you and us, these Storage Terms will take precedence in relation to matters specifically concerning the storage service.

1.3 Why you should read them

Please read these Storage Terms carefully before you open a storage account or otherwise use our storage service. They explain how the storage service works, your and our responsibilities, how charges are applied, and how the storage arrangement may end.

1.4 Statutory rights

Nothing in these Storage Terms excludes, restricts or affects any rights or remedies you may have under applicable Hong Kong law which cannot lawfully be excluded or restricted.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are

We are Fine & Rare Wines (Asia) Limited, a company incorporated in Hong Kong, with its registered office at 8 Wyndham Street, 22/F, Central, Hong Kong.

2.2 How to contact us

You can contact us by telephoning our customer service team at +852 2832 9986, by email at customerservices@finerare.hk, or by writing to us at 8 Wyndham Street, 22/F, Central, Hong Kong.

2.3 How we may contact you

We may contact you using the telephone number, email address or postal address associated with your FINE+RARE storage account. You are responsible for keeping your contact details up to date.

2.4 Writing includes email

References in these Storage Terms to “writing” or “written” include email.

3. OUR CONTRACT WITH YOU

3.1 When the storage contract begins

Our agreement to provide storage services to you comes into existence when we confirm in writing that we have accepted your application for storage services. Where applicable, we will provide you with a storage account number and a link to these Storage Terms.

3.2 Eligibility

Our storage service is currently available to private clients and is subject to our acceptance.

3.3 When we may decline storage

We may decline an application for storage services, or refuse to accept or continue to store particular Wine, where we reasonably consider that:

- the Wine is unsuitable for storage;
- we have insufficient information regarding it;
- we cannot reasonably establish ownership or provenance where we consider this necessary;
- accepting or continuing to store it may breach applicable law, regulatory requirements, sanctions or Customs requirements; or
- there is another reasonable legal, regulatory, safety, security or operational reason why we cannot provide the relevant storage service.

If we are unable to provide the storage services, we will tell you and will not charge you for services that have not been provided.

3.4 Ownership

You confirm that any Wine submitted by you for storage is legally owned by you or that you otherwise have full legal authority to place it into storage and give instructions concerning it. We may ask you to provide reasonable evidence of ownership, purchase, provenance or authority. Acceptance into storage does not constitute confirmation or verification by us of legal title, authenticity, provenance or value. You must tell us promptly if ownership of any Wine changes while it remains in storage.

4. OUR STORAGE SERVICES

4.1 Storage services

Subject to these Storage Terms and any applicable charges, our storage services may include:

- confirming receipt of Wine once it has been received and recorded in the relevant storage facility;
- where prior notice has been provided, identifying material differences between the Wine expected and that recorded as received;
- notifying you of any obvious condition issues identified during our standard receipt process;
- providing professional temperature and humidity-controlled storage through storage facilities operated by warehouse providers appointed by us;
- where available, arranging or providing condition reports, photography or other inspection services at your request and subject to any applicable charge;
- providing an indicative opinion on the market value of eligible Wine at your request;
- providing advice and support regarding a potential sale of eligible Wines through FINE+RARE, subject to our applicable selling or marketplace terms; and
- arranging for Wine to be delivered to you or made available for collection, subject to our applicable procedures and charges.

4.2 Third-party storage facilities

We may provide the storage service using facilities owned, managed or operated by third-party warehouse providers appointed by us. Your agreement for storage services remains with Fine & Rare Wines (Asia) Limited; placing Wine into storage with us does not, by itself, create a separate storage contract with you and our warehouse provider.

We remain responsible for performing our obligations under these Storage Terms, subject to these Storage Terms and applicable law.

4.3 Changes to storage facilities

We may change our appointed warehouse provider or move Wine to another suitable storage facility, where we reasonably consider this necessary for operational, commercial, security, regulatory or other legitimate business reasons. We will exercise reasonable care in selecting and appointing third-party storage providers and, where a change materially affects the storage service provided to you, give reasonable notice where practicable.

4.4 Storage conditions

Wine will be held in professional temperature-and humidity-controlled storage facilities suitable for wine storage.

5. STORAGE CHARGES

5.1 Standard storage charge:

Our standard storage charge is currently: HK\$40 per 9 litres of Wine (equivalent to twelve 75cl bottles) per month. A minimum storage quantity of 18 litres (equivalent to 24 x 75cl bottles) applies, giving a minimum monthly storage charge of HK\$80.

The applicable storage charges will be set out in our current fee schedule, quotation or other pricing information made available to you before you use the storage service.

For charging purposes, Wine in different bottle formats will be converted by volume to a 75cl-bottle equivalent. For example, a 37.5cl half bottle counts as 0.5 of a standard bottle and a 1.5 litre magnum counts as two standard bottles.

5.2 What our charges include

The standard storage charge includes the storage of your Wine and any other services expressly stated as included in the applicable fee schedule or quotation.

5.3 Additional Services

Additional charges may apply for collection or delivery, receiving or handling, condition reports, photography, individual bottle picking or de-casing, repacking, Customs or bonded-warehouse administration, transfers, urgent or non-standard handling, and other services requested by you.

We will tell you, or make available to you, the applicable charge before the relevant additional service is confirmed or carried out, where reasonably practicable.

5.4 Payment

We will normally invoice you for storage charges monthly in arrears, unless you elect to pay annually in advance. Invoices are payable in full within 7 days of the invoice date.

If you pay annual storage charges in advance, a 5% discount will apply to the applicable annual storage charge.

Annual storage charges paid in advance are non-refundable, except where these Storage Terms expressly provide otherwise or we agree otherwise in our discretion. If the volume of Wine in your storage account reduces during a prepaid period, any unused prepaid balance will remain as a credit on your storage account and will be applied against future storage charges; it will not normally be refunded in cash. If you close your storage account during the prepaid period, any remaining credit will normally be non-refundable, although we may agree a refund in exceptional circumstances.

5.5 Late payment

If payment is not made by the due date, we may charge interest on the overdue amount at 5% per annum above the Hong Kong Monetary Authority Base Rate, subject to applicable law. Interest accrues daily from the due date until actual payment, whether before or after judgment.

5.6 Right to retain Wine

If you owe us any undisputed overdue amount in connection with your storage account or Wine, we may, subject to applicable law, withhold release, transfer or sale of some or all Wine until the amount is paid. Storage charges will continue to accrue while Wine remains in storage.

5.7 Sale of Wine for non-payment

If an undisputed amount remains overdue after we have requested payment, we may, subject to applicable law and the notice procedure below, arrange for such Wine as we reasonably consider necessary to be sold to recover amounts properly due to us.

Before doing so, we will give you written notice specifying the overdue amount, stating that we intend to arrange a sale if payment is not made and giving you at least 30 days from the date of that notice to pay or contact us to resolve the matter. Any sale will be subject to applicable law and any longer notice period or procedural requirement that may apply.

If the amount remains unpaid after the applicable notice period, we may arrange a commercially reasonable sale. From the proceeds we may deduct overdue amounts, continuing storage charges, reasonable sale costs and expenses, and any applicable selling commission or charge properly payable under the relevant selling terms. Any remaining net proceeds will be paid or credited to you, subject to other sums properly due and applicable legal or regulatory requirements. If the proceeds are insufficient, you remain responsible for the outstanding balance.

5.8 Invoice disputes

If you believe an invoice is incorrect, please contact us promptly and provide reasonable details of the amount disputed and why. We will investigate in good faith, and you remain responsible for paying any undisputed part when due.

5.9 Changes to storage charges

We may change storage and additional-service charges from time to time. We will give reasonable prior written notice of any material increase in ongoing storage charges. If you do not wish to continue following an increase, you may withdraw or transfer your Wine, subject to payment of charges properly due up to the date it leaves our storage service.

Charges for collection, delivery, handling and other ad hoc services may change from time to time; the applicable rate will be the rate notified or made available when the relevant service is requested.

6. INSURANCE

6.1 Insurance arrangements:

We maintain insurance cover in respect of Wine held through our storage service, against loss or damage, based on our estimate of the replacement market value of the Wine at the time of any claim.

6.2 Valuation information

We may require you to provide purchase information, declared values, valuations or other information reasonably required for insurance purposes. You are responsible for ensuring that any valuation or other information you provide to us for those purposes is accurate and kept reasonably up to date.

6.3 Insurance claims

If loss or damage occurs which may be covered by our insurance arrangements, we will manage the claim with our insurers, and you must provide any information and documentation reasonably required in connection with a claim. We will remit or credit to you any insurance proceeds received in respect of your Wine following settlement of the claim and will provide reasonable updates on the progress of the claim.

6.4 Our liability

Our insurance arrangements do not exclude or restrict any responsibility we may otherwise have to you under these Storage Terms or applicable law.

7. PUTTING YOUR WINE INTO STORAGE

7.1 Goods purchased from FINE+RARE

Wine purchased from FINE+RARE may be placed into your Hong Kong storage account where eligible for our Hong Kong storage service. The purchase itself remains governed by the applicable FINE+RARE Terms of Sale.

7.2 Goods purchased or acquired elsewhere

We may accept Wine purchased or acquired elsewhere, subject to clause 3.4 and provided that it is suitable for storage, applicable delivery and pre-notification procedures have been followed, and we receive any information or documentation reasonably required.

7.3 Overseas and warehouse transfers

We may accept Wine transferred from another warehouse in Hong Kong, imported into Hong Kong, purchased from another merchant or transferred from another appropriate location, subject to our prior agreement and applicable Customs, duty, tax, regulatory, transport and documentation requirements.

7.4 Pre-advice and delivery procedures

Unless we agree otherwise, you must provide product information at least 3 working days before the expected arrival of Wine and provide inbound shipping documents and packing lists at least 2 working days before arrival. Wine must be packed and labelled in accordance with the delivery instructions we provide. For this purpose, a working day is Monday to Friday excluding Hong Kong public holidays.

7.5 Transport to storage

Unless we expressly agree otherwise, you are responsible for arranging and paying for the transport of externally sourced Wine to our designated storage facility. Where we agree to arrange transport for you, applicable transport, collection or delivery terms and charges may apply.

7.6 Inspection on receipt:

When Wine arrives at our designated storage facility, our appointed warehouse provider will carry out a standard visual check of the external cartons or original wooden cases and compare the delivery against the information provided to us. We will record any material discrepancies or obvious external damage identified during this process.

Where Wine is received in a sealed case or other packaging that is not opened as part of the standard receipt process, our inventory record may be based on the information shown on the external packaging or accompanying documentation.

7.7 Wine unsuitable for storage

We may refuse to accept, or require you to remove or transfer, Wine that we reasonably consider unsafe or unlawful, inadequately documented, of questionable authenticity where this creates a legal, regulatory or operational concern, damaged to an extent making storage inappropriate, prohibited or restricted, or otherwise unsuitable for reasonable legal, regulatory, safety, security or operational reasons.

8. CUSTOMS, DUTY AND REGULATORY REQUIREMENTS

8.1 Compliance

Storage, receipt, movement and release of Wine are subject to applicable Hong Kong Customs, excise, licensing and other regulatory requirements in force from time to time.

8.2 Customer responsibilities

You are responsible for providing information or documentation reasonably required by our warehouse provider or us in connection with Customs status, importation, exportation, ownership, provenance, purchase value, alcoholic strength or duty status.

You are responsible for duties, taxes, levies and governmental charges attributable to your Wine except where we expressly agree otherwise. We may require applicable sums and evidence of completed Customs or regulatory formalities before release or transfer.

8.3 Regulatory restrictions

We may delay, suspend or refuse to receive, release, move, sell or otherwise deal with Wine where reasonably necessary to comply with applicable law, Customs requirements, sanctions, court orders or regulatory obligations.

8.4 Customs and tax information

Any information we provide regarding Customs, duty or tax treatment is for general information only and is not legal, tax or Customs advice. You are responsible for obtaining your own advice where appropriate.

9. TAKING YOUR WINE OUT OF STORAGE

9.1 Withdrawal requests

You may request the withdrawal of some or all your Wine at any time, subject to these Storage Terms and our applicable withdrawal procedure. Requests can be made through your Portfolio account or by contacting our customer service team.

9.2 Processing times

Withdrawal requests submitted before 2:00 PM on a working day will generally be prepared for collection or dispatch on the next working day, subject to order size, complexity and other operational requirements. Requests submitted later, or larger or non-standard requests, may take longer and we will confirm a timeframe where appropriate.

9.3 Collection and delivery

Once your Wine has been prepared, you may collect it directly from our designated storage facility or request that we arrange delivery or other transport services where available. Applicable charges and surcharges may vary depending on location, quantity, format, access and special handling requirements and are separate from storage charges unless stated otherwise.

We will make applicable charges available before confirming the relevant collection or delivery request.

Standard delivery hours are generally 9:00 AM to 6:00 PM, excluding Sundays and Hong Kong public holidays, subject to the applicable delivery schedule and availability.

9.4 Outstanding amounts

Before Wine is released, you must pay any undisputed amounts properly due under these Storage Terms, together with any applicable withdrawal, handling, Customs, duty or delivery charges.

9.5 Authority

We may require reasonable evidence of identity and authority before releasing Wine. If another person is nominated to collect or receive it, we may require your written authority and appropriate identification from that person. We may delay or refuse release if identity or authority cannot reasonably be verified.

9.6 Risk following release

Where you or a carrier appointed by you collects Wine, our responsibility for physical custody will normally end when the Wine is released to you, your authorised representative or your appointed carrier, subject to applicable law.

Where we arrange delivery or transport for you, responsibility during that service will be determined by the applicable delivery or transport arrangements and applicable law.

9.7 Failure to collect

If Wine is made available for collection following your request but is not collected as agreed, we may return it to storage. Reasonable additional handling and storage charges may apply.

10. SELLING YOUR WINE THROUGH FINE+RARE

10.1 Requesting a sale

You may ask us to market or sell eligible Wine through the FINE+RARE marketplace or another sales channel we make available from time to time.

10.2 Separate selling terms:

Any sale is subject to our acceptance of the Wine for sale, applicable eligibility, inspection and condition requirements, valuation, pricing and listing arrangements, our applicable selling or marketplace terms, and applicable fees, commissions and charges. These Storage Terms do not require us to accept Wine for sale.

10.3 Storage charges while listed:

Unless we tell you otherwise, storage charges continue while Wine is listed or offered for sale until it leaves your storage account or we otherwise confirm that storage charges have ceased under the applicable selling terms.

10.4 Eligibility for sale

Not all Wine will necessarily be eligible for sale through FINE+RARE. Eligibility may depend on factors including nature, condition, provenance, duty status, marketability, location and applicable legal or regulatory requirements.

11. IF YOU NO LONGER WANT TO USE OUR STORAGE SERVICES

You may close your storage account at any time by writing to us, provided that all Wine has been withdrawn, transferred or sold and all undisputed amounts properly due in connection with your storage account have been paid.

Your storage account will close once all Wine has left your storage account, and all amounts properly due under these Storage Terms have been settled.

Annual storage charges paid in advance are treated in accordance with section 5.4.

12. OUR RIGHT TO SUSPEND OR STOP PROVIDING STORAGE SERVICES

12.1 Termination on notice

We may stop providing storage services in relation to some or all your Wine by giving you at least 28 days' written notice. We will work with you to arrange withdrawal or transfer before the end of the notice period.

Where we terminate under this clause other than because of your breach, we will refund any prepaid storage charges relating to any complete unused period after the Wine leaves our storage service, subject to amounts properly due to us.

12.2 Immediate or shorter-notice action:

We may suspend the storage service or terminate it on less than 28 days' notice, including immediately where reasonably necessary, if:

- you materially breach these Storage Terms and, where the breach can be remedied, fail to remedy it within a reasonable period after we ask you to do so;
- undisputed amounts properly due remain unpaid after the applicable payment and notice periods in section 5;
- we reasonably suspect fraud, unlawful activity, sanctions concerns or that your Wine is connected with unlawful activity;
- we are required or directed to act by law, a court, Customs or another competent authority;
- your Wine creates a material safety, security, legal or regulatory risk; or
- circumstances outside our reasonable control mean continuing the storage service is no longer reasonably practicable or possible.

Where reasonably possible and lawful, we will give you a reasonable opportunity to arrange withdrawal or transfer.

12.3 Failure to remove Wine

If Wine remains in storage following termination, storage and other applicable charges may continue to accrue until it leaves our storage service. Where amounts remain unpaid, our rights under section 5 may apply.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE

13.1 Reasonable care and skill

We will provide our storage services with reasonable care and skill in accordance with applicable Hong Kong law. We are responsible for loss or damage to the extent caused by our breach of these Storage Terms or our failure to exercise reasonable care and skill.

13.2 Foreseeable loss

Subject to applicable law, we will not be responsible for loss or damage that was not reasonably foreseeable as a result of our breach or failure to exercise reasonable care and skill when the agreement was made.

13.3 Third-party warehouse providers

We may use third-party warehouse operators, carriers and other service providers in providing the storage services. Their use does not by itself affect our obligations to you under these Storage Terms or any responsibility we have under applicable law.

13.4 Nature and condition of Wine

Wine can naturally change over time. Even where it is stored with reasonable care and under appropriate conditions, its appearance, condition, quality and drinkability may change. Subject to applicable law, we are not responsible for deterioration, loss in quality or changes in condition arising solely from natural ageing; inherent characteristics, inherent vice or latent defects; pre-existing damage or condition; cork, closure, capsule or packaging failure not caused by our breach or failure to exercise reasonable care and skill; age-related ullage, seepage or label/capsule deterioration not caused by our breach or failure to exercise reasonable care and skill; changes in market value unrelated to physical loss or damage; or defects, contents or condition issues that could not reasonably have been identified having regard to any inspection service we agreed to provide.

13.5 Events outside our reasonable control

We will not be responsible for delay or failure to perform our obligations where caused by an event genuinely outside our reasonable control, and we have taken reasonable steps to avoid or mitigate its effects. Such events may include natural disasters, severe weather, widespread interruption of utilities or transport systems, industrial disputes, civil disturbance, governmental or regulatory action, or comparable circumstances outside our reasonable control. This clause does not exclude or restrict responsibility for loss or damage to the extent caused by our breach of these Storage Terms or failure to exercise reasonable care and skill.

13.6 Liability that cannot be excluded

Nothing in these Storage Terms excludes or restricts any liability or right where it would be unlawful to do so, including liability for fraud or fraudulent misrepresentation or any statutory consumer right or other liability that cannot lawfully be excluded or restricted.

14. INSTRUCTIONS AND ACCOUNT SECURITY

14.1 Instructions

We will ordinarily act only on instructions from the registered account holder or a person we have accepted as authorised to act on that account. You are responsible for ensuring that any person authorised by you has appropriate authority.

14.2 Verification

We may require reasonable identification, written authority or other evidence before acting on instructions concerning your Wine or storage account and may delay or refuse to act if identity or authority cannot reasonably be verified.

14.3 Death or incapacity

If an account holder dies or becomes incapable of managing their affairs, we may suspend instructions or transactions until we receive reasonable evidence identifying the person legally entitled to give instructions. This may include probate, letters of administration, court documentation, a valid power of attorney or equivalent evidence.

15. COMPLIANCE, SANCTIONS AND PROVENANCE

We may carry out reasonable checks relating to identity, ownership, provenance, fraud prevention, sanctions, anti-money laundering and financial crime risks, and other legal or regulatory matters. You agree to provide information and documents reasonably requested for those purposes.

We may delay, suspend or refuse a receipt, release, transfer or sale instruction where we reasonably consider this necessary to comply with applicable legal or regulatory requirements, complete reasonable compliance checks, comply with any order or requirement of a court, Customs or another competent authority, or avoid dealing with Wine where we reasonably suspect fraud, unlawful activity or a sanctions concern.

Our review of ownership or provenance information does not constitute authentication or verification of the Wine, its provenance or legal title.

16. PERSONAL INFORMATION

We will collect, hold, use and process personal information in accordance with our applicable Privacy Policy and Personal Information Collection Statement, the Personal Data (Privacy) Ordinance (Cap. 486) and other applicable Hong Kong data protection law.

We may share relevant personal information with our appointed warehouse providers, carriers, insurers, professional advisers, FINE+RARE group companies and other service providers where reasonably necessary to provide the storage services, administer your account, process withdrawals, deliveries, transfers or insurance claims, comply with applicable legal or regulatory requirements, protect our legal rights, prevent fraud, maintain security or manage legal and regulatory risk, subject to applicable data protection requirements.

Where a service provider processes personal information on our behalf, we will take reasonable steps to ensure appropriate contractual or other safeguards are in place. Personal information may be processed outside Hong Kong where reasonably necessary for the purposes described above, subject to appropriate safeguards and applicable law.

17. COMPLAINTS

If you have a complaint about our storage services, please contact us using the details in section 2. We will investigate complaints and use reasonable efforts to respond to and resolve them within a reasonable period.

Nothing in this clause affects any statutory rights or remedies available to you under applicable Hong Kong law.

18. OTHER IMPORTANT TERMS

18.1 Set-off

Subject to applicable law, we may set off undisputed amounts properly due from you to us against amounts payable by us to you in connection with your FINE+RARE account or Wine.

18.2 Transfer of our rights and obligations

We may transfer our rights or obligations under these Storage Terms to another FINE+RARE group company or another suitable service provider, provided that the transfer does not materially reduce your rights under these Storage Terms. We will give reasonable notice of any transfer that materially affects who is responsible for providing your storage services.

18.3 Transfer by you

You may not transfer your rights or obligations under these Storage Terms to another person without our prior written consent, which we will not unreasonably withhold, except where applicable law provides otherwise.

18.4 Third-party rights

Unless these Storage Terms expressly state otherwise, a person who is not a party to them has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term.

18.5 Entire agreement

These Storage Terms, together with any documents expressly incorporated into them, set out the agreement between us concerning the storage services. Nothing in this clause excludes or restricts liability for fraud or fraudulent misrepresentation, or any liability or remedy that cannot lawfully be excluded or restricted.

18.6 Severability

Each provision of these Storage Terms operates separately. If any provision or part of a provision is found by a court or competent authority to be unlawful or unenforceable, the remaining provisions and any remaining part of the affected provision will continue in effect to the extent permitted by law.

18.7 Delay in enforcement

If you or we delay exercising a right under these Storage Terms, that does not mean the right has been waived.

18.8 Changes to these Storage Terms

We may update these Storage Terms from time to time to reflect changes in our storage services, operational arrangements, legal or regulatory requirements or other reasonable business needs. Where a change materially affects your rights or obligations, we will give reasonable prior written notice.

If you do not wish to continue following a material change, you may close your storage account in accordance with section 11.

18.9 Governing law and jurisdiction

These Storage Terms and any dispute or claim arising out of or in connection with them are governed by the laws of Hong Kong. The courts of Hong Kong will have non-exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with these Storage Terms.