

## GDV Cellar Terms & Conditions of Storage Services

### **Definitions:**

In this Agreement the following words and expressions shall have the following meanings:

- (a) "Company" means GDV Cellar, empowered by GDV Fine Wines®.
- (b) "Conditions" means the conditions of services as contained herein.
- (c) "Service" means wine storage service.
- (d) "Customer" means any person, organization, firm or company signing the Registration Form and this Agreement contracting with the Company to provide the Service, whether or not he or it is the owner of the Bottles and/or Cases or merely has possession of them.
- (e) "Bottles" includes all bottles of wines each with a maximum capacity of 9000ml.
- (f) "Cases" means any or all of the cases or other containers containing up to a maximum capacity of 9000 ml.
- (g) "Storage Charges" means the rates specified in Part I of the Schedule annexed hereto.
- (h) "Insurance Charges" means the charges specified in Part II of the Schedule annexed hereto.
- (i) "Registration Fees" means the rates specified in Part III of the Schedule annexed hereto.
- (j) "Inspection Fees" means the rates specified in Part IV of the Schedule annexed hereto.
- (k) "Local Delivery Charges" means the rates specified in Part V of the Schedule annexed hereto.
- (l) "Check-Out Fee" means the rates specified in Part VI of the Schedule annexed hereto.
- (m) "Urgent Individual Bottle Checking Fees" means the rates specified in Part VI of the Schedule annexed hereto.
- (n) "Photographing Services Charges" means the rates specified in Part VII of the Schedule annexed hereto.
- (o) "Re-Packing Service & Extra Packing Materials Fees" means the rates specified in Part VIII of the Schedule annexed hereto.
- (p) "Urgent Wine Collection and Delivery Services Charges" means the rates specified in Part IX of the Schedule annexed hereto.

- (q) “Air Freight Document Preparation and Services Arrangement Charges” means the rates specified in Part X of the Schedule annexed hereto.
- (r) “Premises” means the storage warehouse and location which is appointed by GDV Cellar.

1. **Appointment:** The Customer hereby appoints the Company to provide, and the Company hereby agrees to provide the Service at Storage Charges, Insurance Charges and Registration Fees contained in the Schedule.
- 2.1 **Storage Charges:** The Storage Charges are subject to change upon One (1) month advance written notice given by the Company.
- 2.2 Upon signing the Registration Form and this Agreement, the Customer shall forthwith pay the monthly Storage Charges. The Minimum Storage Charges is 1 half case. No refund or credit will be given to the Customer if a Bottle or Case is checked out by the Customer during the course of the 1 month period. Applicable Storage Charges multiplied by 12 divided by 365 days and multiplied by the number of days remaining in the same month.
- 2.3 Storage Charges shall be paid by the Customer to the Company in advance on the first day of each calendar month.
- 3.1 **Insurance Charges:** The Insurance Charges are subject to change upon ONE (1) month advance written notice given by the Company.
- 3.2 Upon signing the Registration Form and this Agreement, the Customer shall forthwith pay the monthly Insurance Charges. The first month’s Insurance Charges will be pro-rated based on the following formula:-  
  
Applicable Insurance Charges multiplied by 12 divided by 365 days and multiplied by the number of days remaining in the same month.
- 3.3 Insurance Charges shall be paid by the Customer to the Company in advance on the first day of each calendar month.
- 3.4 The wine insurance policy provides coverage for all risks against physical loss of or damage to Bottles and/or Cases of wines which are in possession of the Company whilst at the Company’s Premises during the period of insurance and

subject to the basis of valuation, all the terms, conditions, limits and exclusions of the prescribed wine insurance policy. Upon prior appointment made by the Customer, the Customer shall be allowed to inspect the wine insurance policy at the Company's Premises.

- 3.5 The Company gives no warranty that the insurance cover will be sufficient to cover any loss of and/or damage to the Bottles and/or Cases. In any event, the Company shall not be liable for any claim by the Customer who shall exceed the total amount recoverable by the Company from its insurer.
4. The minimum Storage Charges and Insurance Charges payable by the Customer to the Company is one full month. No refund or credit will be given to the Customer from the Company in any event for the unexpired period of the month upon termination of this Agreement.
5. **Registration Fees:** Upon signing the Registration Form and this Agreement, the Customer shall pay to the Company the Registration Fees for the Bottles and/or Cases.
6. Upon signing the Registration Form and this Agreement and making the full payment of the Storage Charges, Insurance Charges and Registration Fees payable to the Company hereunder and duly observing and performing the Conditions by the Customer, the Customer shall be entitled to engage the Service provided by the Company. Unless otherwise agreed between the parties, the Service shall continue and Customer shall pay Storage Charges and Insurance Charges except that this Agreement shall be terminated pursuant to paragraph 9.
7. **Default Payment:** If the Customer shall default for FOURTEEN (14) days in payment of any sum payable to the Company hereunder or fail to observe or perform any Conditions, the Company may give notice in writing to the Customer demanding immediate payment. If, subsequent to FOURTEEN (14) days after the said payment notice is given and the sum payable to the Company remains outstanding, the Company may after a second written notice forthwith terminate this Agreement and thereupon this Agreement shall for all purposes determine without prejudice to rights and liabilities which have accrued or incurred before such termination. The Customer shall forthwith pay the Company the Storage Charges and the Insurance Charges for the

unexpired period between such determination and the date on which this Agreement would have expired if the prescribed notice is served pursuant to paragraph 9 below as reasonably determined by the Company.

8. Early Termination due to **Receivership / Insolvency**: If the Customer shall have a receiving or bankruptcy order made against it or him or the Customer has passed a resolution to wind up or a petition to wind up or bankrupt has been filed against the Customer, the Company may by written notice forthwith terminate this Agreement and thereupon this Agreement shall for all purposes determine without prejudice to rights and liabilities which have accrued or incurred before such termination. The Customer shall forthwith pay the Company the Storage Charges and Insurance Charges for the unexpired period between such determination and the date on which this Agreement would have expired if the prescribed notice is served pursuant to paragraph 9 below as reasonably determined by the Company.
9. **Termination**: Subject to paragraph 4, unless otherwise agreed between the parties, this Agreement shall continue to have effect until one month's notice of termination in writing is given by one party to the other, and for all purposes, the Customer shall be deemed to engage the Service of the Company up to the end of the month subsequent to the month in which notice of termination is given.
10. **Assignment**: The Customer shall not assign his or its rights or obligations under this Agreement unless prior written consent is given by the Company.
11. **Overdue Interest**: If the Customer fails to pay any sum payable to the Company hereunder as it falls due, the Company shall be entitled to charge interest at the rate of 2% per month for any overdue sum payable by the Customer from the due date to the date of actual payment or HK\$50 per overdue invoice, whichever is higher.
12. **Lien**: The Company shall have a lien over the Bottles and/or Cases for any overdue sum payable by the Customer to the Company hereunder. For the avoidance of doubt, the Storage Charges for the storage of such Bottles and/or Cases, Insurance Charges and Overdue Interest shall continue to accrue when they are being kept by the Company in exercise of its lien for any overdue sum. If any sum payable by the Customer to the Company shall remain overdue for

over 6 calendar months after the same has been demanded in writing, the Company shall be entitled to sell or otherwise dispose of the Bottles and/or Cases without notice and/or consent of the Customer and apply the sale proceeds (if any) to settle such outstanding sum and/or any expenses incurred by the Company without prejudice to other right of the Company to claim for all losses and damages against the Customer. Should the sale proceeds (if any) be insufficient to settle the said outstanding sum and/or expenses in full, the deficit shall be made good by the Customer to the Company.

- 14.1 **Warranties:** The Company gives no warranty as to the quality and appropriateness of the Service provided. The Company may vary, without being obligated to inform the Customer, the location, facilities, methods and/or conditions of rendering the Service.
- 14.2 The Customer warrants that he has made his own inquiries as to the suitability and fitness of the Service for the Customer's purposes and has not relied upon any representations made by the Company, its servants, associates, agents and/or sub-contractors.
15. **Records:** The records of the Company in respect of the Service and the location and disposal of the Bottles and/or Cases shall be final and conclusive for all purposes and the Customer undertakes not to challenge or in any way dispute the contents of such records.
16. **Surrender:** The Customer shall not store in the Bottles and/or the Cases any item which is or is reasonably suspected or would have reasonably suspected to be unlawful or illegal. The Company may without notice and liability to the Customer surrender the Bottles and/or the Cases to any governmental authorities upon request or demand or to any other party pursuant to any court order. The Company shall not in any way be liable for or responsible to the Customer for any loss or damage which may be suffered or sustained by the Customer arising therefrom and the Customer shall fully indemnify the Company against all actions proceedings claims and demands of whatever nature by whomsoever relating thereto and any direct or indirect or consequential loss or loss of profit, liabilities, damages and costs and expenses incurred therein.
- 17.1 **Limitation of Liability:** The Company shall not in any circumstances be liable

and otherwise responsible for any direct, indirect, or consequential loss or damage to the Customer or any third party arising from:

- (a) any loss, damage, deterioration, misplacement, destruction, late delivery or non-delivery or unavailability of or to any Bottles and/or Cases stored with the Company by its Customer howsoever caused; or
- (b) any breach of any confidentiality of the information of the Customer and/or of the Bottles and/or Cases ; or
- (c) permitting access to the Bottles and/or Cases to any person who is, or reasonably appears to be, a person authorized by the Customer to have such access.

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

- (a) fire, flood, strike, lock-out and/or civil commotion;
- (b) war, war-like or hostile actions;
- (c) any government action or intervention;
- (d) sudden change in political situations preventing previous and prevailing normal and usual practice in trading;
- (e) act of God;
- (f) any other events which are not within the control of the Company and cannot reasonably be foreseen or provided against; and
- (g) willful misconduct and deliberate act or omission of, or any act of dishonesty committed by the Customer.

17.3 The Company makes no admission or acknowledgement as to the nature, value and contents of items (if any) contained in the Bottles and/or Cases stored with the Company by the Customer from time to time. For the avoidance of doubt and without prejudice to the generality of the foregoing, the Customer acknowledges and agrees that any loss of and/or damage to any Bottles and/or Cases howsoever caused are limited to the cover offered by the compulsory All Risks Insurance arranged by the Company and subject to the limits, terms, conditions and exclusions of the wine insurance policy purchased by the

Company.

18. **Obligation:** Notwithstanding the termination of this Agreement for any cause, the obligations of the Customer in respect of the payment of the Charges accrued before the termination and/or any other outstanding obligations set forth in this Agreement shall survive any such termination and shall remain in force subsequent to and notwithstanding such termination until and unless the Company is fully satisfied.
19. **Notice of Claim:** The Customer shall notify the Company in writing and state the particulars of the claim in detail immediately after he knows or should reasonably have known of such cause of claim, failing which the Company shall not be liable therefor.
- 20.1 **Collection and Delivery:** The Company shall provide the service of collection and/or delivery of the Bottles and/or Cases upon request by the Customer.
- 20.2 At the time of ordering collection or delivery service from the Company, the Customer shall specify the name, contact number and address of the person who shall hand over or acknowledge receipt of the Bottles and/or Cases and/or any other information as deemed reasonably necessary by the Company.
- 20.3 If the person named in the Customer's instruction for collection or delivery of the Bottles and/or Cases is not in attendance at the specified address, the Company shall have the following rights:
- i) in case of collection, the Customer shall remain liable to pay the charges for the collection service;
  - ii) in case of delivery, the Company shall have the Bottles and/or Cases returned to an area of the Company's sole discretion. The Company shall be entitled to charge the Customer for any additional costs incurred by the Company arising from the return, storage and re-delivery of the Bottles and/or Cases.
- 20.4 The Company shall be entitled to presume that any person at the address specified by the Customer for collection or delivery who hands over or receives the Bottles and/or Cases is authorized by the Customer to act on the Customer's behalf. The Company shall be deemed to have properly collected or delivered the Bottles and/or Cases after collecting or delivering them from or

to such person at the specified address and upon which, the Company shall have performed its duty and shall not be liable for any loss or damage due to or arising from the said collection or delivery.

21. **Inspection:** Upon request by the Customer, the Company shall allow the Customer to inspect the Bottles and/or Cases at the Company's Premises subject to the payment of the Inspection Fees by the Customer.
22. **Amendment:** The Company shall have the sole discretion to amend, supplement, vary or modify any Conditions of this Agreement and all such shall take effect upon SEVEN (7) days advance notice which is given by the Company to the Customer.
23. **Data Privacy Policy:** From time to time, the Company collects from the Customer data which will be used in connection with the provision of the Service to the Customer. The Customer agrees that these data may be used by the Company and its associated companies for the purposes of business administration and direct marketing. The Customer is entitled to request access to data or correction of data or policies and practices and kinds of data held and to restrict the use of data by giving notice to the Company within a reasonable time at a fee as determined by the Company from time to time. Upon receipt of the fee, the Company shall comply with such request or give reason of refusal for any non-compliance as soon as practicable.
24. **Governing Law and Jurisdiction:** These Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



## SCHEDULE

### Part I Storage Charges

No. of Case	12-bottle (9L) Case Space (750ml x 12 Bottles) Monthly Rate per Case Space	6-Bottle (4.5L) Case Space (375 ml x 12 Bottles) Monthly Rate per Case Space	Single Bottle of any size which occupies space equivalent to a 6-bottle case space; such as size of Magnum (1.5L) or Double Magnum (3L) or Jeroboam (4.5L) or Imperial (6L) Monthly Rate per Case Space
>1 Full case	HK\$47.5	HK\$23.8	HK\$23.8

Storage charge is charged in advance based on the quantity in warehouse on last date of previous month, there will be no refund for mid month check.

Partial check out from full case or half case will make number of storage cases inact and hence the storage cost.

### Part II Insurance Charges

Each bottle of wine which is valued at or below HK\$3,000, insurance charge shall be covered by the Company. For any customers who would purchase insurance coverage for wines with bottle valued over HK\$3,000, it will be subject to an insurance charge at 0.18% of the Declared Value of each bottle per year. The said insurance charge is calculated on a monthly basis.

**Part III**  
**Registration Fees**

The Registration Fees shall be HK\$28 per Case and HK\$7 per Bottle (loose or mixed case). Re-registration fees will be charged if check-out unit is different from check-in unit.

**Part IV**  
**Inspection Fees (By Warehouse Staff)**

The inspection fees shall be HK\$ 10 per case with minimum charge of HK\$50 and 1-day notice is required.

**Inspection Fees (By Members)**

The inspection fees shall be free of charge for 0-30 minutes, HK\$380 for 31 minutes to 1 hour, and HK\$150 for every subsequent 1 hour.

**Part V**  
**Local Delivery and Collection Charges**

No. of Case	Hong Kong Island	Kowloon	New Territories
1 – 2 Cases (12-bottle of 750ml or up to 9L per case space)	HK\$ 220	HK\$ 200	HK\$ 280
Each additional case (12-bottle of 750ml or up to 9L per case space)	HK\$ 25	HK\$ 25	HK\$ 25
Parking Fee	As Charged	As Charged	As Charged
Tunnel Fee	As Charged	As Charged	As Charged

**Part VI**  
**Urgent Individual Bottle Checking Fees**

Urgent individual bottle checking fee shall be charged at HK\$ 10 per bottle with minimum charge of HK\$ 30.

**Part VII**  
**Photographing Service Charges**

Full set of photograph include 3 photo that is front, upper and back of bottle  
Photographing service fee shall be charged at HK\$ 10 per set of photograph with a minimum charge of HK\$ 50.

**Part VIII**  
**Re-Packing & Extra Packing Materials Fees**

Re-Packing/Re-Registration Service Fee will be charged at HK\$6 per bottle. Partial check out from full case or half case will incur re-registration fee (except in the case that registration is by bottle).

Standard 6-bottle carton box shall be HK\$ 20 per box.

Standard 6-bottle Styrofoam shipper shall be HK\$ 80 and Styrofoam shipper 12-bottle shall be HK\$ 160.

**Part IX**  
**Urgent Wine Collection and Delivery Service Charges**

All urgent wine collections and delivery request that fall outside in our standard in 3 working days requirement will carry a HK\$ 200 surcharges

**Part X**  
**Air Freight Document Preparation and Services Arrangement Charges**

Upon request by the customer arrange air freight on behalf of a customer, a document preparation and service arrangement.

Air Fright Document Fee shall be HK\$ 200 per shipment.  
Custom Declaration Fee shall be HK\$ 200 per shipment.

**Part XI**  
**Check-Out Fee**

Check-out Fee will be charged at HK\$4 per bottles and HK\$16 per case.

GDV CELLAR