Le Clos
General Terms and Conditions

Please read these General Terms and Conditions ("General Terms") carefully before accessing or using our Website (*defined below*), the Services (*defined below*) or purchasing any Products (*defined below*). In doing so, you not only agree to these General Terms and all policies referenced within these General Terms, but also you agree to any additional terms specific to Services you use ("Service Terms"), such as those listed below, which become part of your Agreement (*defined below*) with us.

- Storage Terms
- Trading Platform Terms
- En Primeur Terms

Whilst these sets of terms together constitute a legal agreement with you, we have written it in a way that is clear, transparent, and easy to follow. To assist with this, we have included annotations in the blue boxes in the various sections to emphasize the key points of these General Terms and to help guide you as you read them. However, please note that these annotations are not intended to be full summaries, so please take the time to read everything carefully. If there is anything you are not sure about, please feel free to get in touch with us at privateclients@explorelеclos.com.

If you do not agree to be bound by the Agreement (*defined below*) you may not access or use Services, or purchase any of the Services or Products. By accessing and/or using any of the Services, you agree you will be deemed bound by the Agreement.

1. Definitions

1.1. "Agreement" means, collectively, the General Terms and all the terms, conditions, notices contained or referenced therein (or links provided thereto), the applicable Service Terms, and all other operating rules, policies (including the Data Privacy Policy) and procedures that we may publish from time to time on the Website.

1.2. "Content" means contents of the Services, including its "look and feel", design, layout, photographs, editorial content, notices, software, source-code, images, illustrations, animations, tools, text, ideas, communications, replies, comments, graphics, interactive features, designs, copyrights, trademarks, service marks, branding, logos, and other similar assets, patents, sounds, applications and any intellectual property therein, any of which may be generated, provided, or otherwise made accessible on or through the Services.

1.3. "Data Privacy Policy" means the data privacy policy located at *https://enprimeur.leclos.net/privacy-policy/*.

1.4. "Le Clos", "we", or "us" has the meaning set out in Clause 2.1 below.

1.5. "Le Clos Parties" means MMI, and their affiliates, and their respective shareholders, directors, agents, officers, personnel, employees, successors, and assigns.

1.6. "MMI" means Maritime & Mercantile International LLC, a company with limited liability incorporated in the Emirate of Dubai, United Arab Emirates, having its place of business at Emirates Holidays Building, Sheikh Zayed Road, PO Box 70 Dubai, UAE.

1.7. "Our Content" means all Content other than User Content.

1.8. "Services" means the Website, all other current and future services and products available through the Website including, but not limited to, the purchase of Products and dealing in the Products, and all Personalized Services.

1.9. "Personal Data" has the meaning ascribed to it under the Data Privacy Policy.

1.10. "Personalized Services" means all current and future services and products ordered by Users with our Private Client Managers through emails, WhatsApp, phone calls or other communications, both online and offline.

1.11. "Policies" means the Data Privacy Policy, and any other policies we may provide from time to time.

1.12. "Private Client Managers" means our employees offering Personalized Services to Users.

1.13. "Products" means wines, spirits, other beverages and accessories available for purchase by Users through the Website and Services.

1.14. "User", "you", or "your" refers to the individual person that has visited or is using the Website or Services or has purchased or is purchasing Services or Products.

1.15. "User Content" means certain information, data, passwords, usernames, PINs, other log-in and registration information, materials, and other content that you upload, transmit, post, generate, store, send, share, or otherwise make available through your use of the Services, including but not limited to feedback you provide to us.

1.16. "Website" means our website located at https://www.leclos.net. Further, the term, "Website" also refers to all subdomains of leclos.net and pages that resolve from leclos.net.

2. Who We Are and How to Contact Us

2.1. Le Clos is a brand owned and operated by MMI ("Le Clos", "we", or "us").

2.2. The Services are owned and operated by Le Clos.

2.3. If you have any questions regarding the Services, Products, Website, or the Agreement, please feel free to contact us at privateclients@exploreleclos.com.

2.4. If you have any questions regarding your Personal Data, please contact us via the details provided in our Data Privacy Policy, which can be located here *https://enprimeur.leclos.net/privacy-policy/*.

3. Applicable Terms and Your Consent

3.1. By accessing or using the Services or purchasing or dealing in the Products through the Website, you confirm that you accept and agree that you will comply with these General Terms, the Policies referred to within these General Terms, and all other terms set out in the Agreement (including but not limited to all applicable Service Terms and all Policies referred to within such Service Terms). If you do not agree to any terms or Policies, you must not use any of the Services or purchase any Products. Further, to use the Services, you must be at least (i) the age eligible to purchase alcohol in the jurisdiction where you reside, or (ii) the age of majority in the jurisdiction where you reside,

whichever is older ("Minimum Age"). No individual under the Minimum Age may use the Services, purchase any Products, provide User Content, or otherwise share Personal Data through the Website or Services. In the event that this occurs, please contact us immediately.

3.2. Please be aware that if you use the Services or purchase Products on behalf of another person, whether a natural person or legal person, you represent and warrant that (i) such person complies with the conditions set out in Clause 3.1 above, and (ii) you are legally and duly authorized and empowered by and for such person to agree to (a) this Agreement on behalf of such person and (b) use the Services on behalf of such person. Further, if you are registering as a business entity, you represent that you have the authority to bind that entity to this Agreement and that you and the business entity will comply with all applicable laws relating to the use of Services and purchase of Products, including but not limited to online trading.

3.3. For more information regarding our various Policies and Service Terms, please review them.

3.4. Further, we reserve the right to change, amend or vary, in our sole and absolute discretion, the terms in the Agreement and Policies at any time by publishing such revisions on the Website, with or without notice. We will endeavor to give you notice for any amendment to this Agreement that materially increases your obligations or decreases your rights under the Agreement by emailing you at your registered email address.

3.5. Please note that it is important that you regularly review information posted online to obtain timely notice of any changes to the terms of the Agreement, Policies, or Services. We recommend that you check the Website regularly to ensure you are aware of all current terms applicable to you. We do not undertake to keep our Website up-to-date and we are not liable if any content is inaccurate or out-of-date. If you continue to use the Website or avail the Services after changes are posted, this shall constitute your continued acceptance of the Agreement, as amended.

3.6. Please be aware that nothing in this this Agreement or under any other document, form, or terms and conditions, none of our employees, agents, or even Private Client Managers has the right to bind us to any agreement (verbal or in writing), which are inconsistent with the terms and conditions of this Agreement.

4. Your Account

4.1. You may need to create a user account ("User Account") to access and use the Services, and in doing so, you will be required to provide certain information and register a username and password.

4.2. On registering on the Website and creating a User Account, you agree that:

4.2.1. Keeping your account and password confidential, and restricting access to and use of your User Account is your responsibility, and you accept responsibility for all activities that occur under your User Account. You must immediately notify us at privateclients@exploreleclos.com of any actual or suspected unauthorized use of, or access to your User Account or any other breach of security. In no event will we be liable for any direct, indirect, or consequential loss or loss of profits, goodwill or damage whatsoever resulting from the disclosure of your username, password, or any other User Account information.

4.2.2. Do not use another person's User Account at any time, without the express permission of the account holder.

4.2.3. You may only register and create one User Account.

4.2.4. All information you provide as prompted by the registration process is and will be true, accurate, current, and complete ("Registration Data").

4.2.5. Maintaining and promptly updating your Registration Data to keep it true, accurate, current, and complete at all times is your responsibility. If you provide any information that is untrue, inaccurate, not current or incomplete or if we suspect that such information is untrue, inaccurate, not current or incomplete in any manner whatsoever, or not in accordance with the Agreement, then, without prejudice to any other rights and remedies we have under the Agreement or at law, we may suspend, terminate, limit, or withdraw your access to the Services without the need for any further proceedings (legal or otherwise) or court judgment.

4.3. We may use information provided by you in order to conduct appropriate anti-fraud checks and to confirm you are of at least Minimum Age. You agree and permit us to disclose information that you provide to a credit reference or fraud prevention agency for these purposes. Please note that such agencies may keep a record of such information in line with their own procedures and policies.

4.4. We will not knowingly sell to anyone who is under the Minimum Age. We may take further measures to validate the name, address and other personal information supplied by you during the registration or order process against appropriate third party databases. By accepting these General Terms and any Specific Terms, you are providing your consent to such checks being made. In performing these checks, personal information provided by you may be disclosed to a registered Credit Reference Agency. Please note that such agencies may keep a record of such information in line with their own procedures and policies.

4.5. Further, we may, in our sole and absolute discretion, take measures and make further inquiries (whether directly or through a third party) to verify your identity and/or ownership of your financial instruments, and you hereby authorize us to make any such inquiries we deem desirable, necessary or expedient, including but not limited to (i) asking you for further information including but not limited to your date of birth, government-issued ID, tax identification number, commercial license, etc., (ii) requiring you to take additional steps to confirm your email address, (iii) retrieving information about you using third parties, and/or (iv) verifying information you provide against third party databases or through other sources. If you are a business entity or you are registered on behalf of a business entity such information or documentation may also include your trade license, other incorporation documents and/or documentation providing you with the authority to act on such business entity's behalf. You agree to provide this information and documentation to us upon request. If you do not provide the requested information or documentation, take the required steps, or if we cannot verify your identity, we reserve the right to limit, suspend, terminate, or withdraw your access to the Services without the need for any further proceedings (legal or otherwise) or court judgment.

4.6. You represent and warrant that you are the subscriber and owner of the email address you provided in connection with the Services and Registration Data. We or any of our affiliates may contact you by e-mail to your provided email address to verify your identity, provide you with notices and information regarding your User Account or use of the Services, fulfil your requests, resolve your complaints, provide you with promotional information, or for any other purpose we deem necessary in our sole and absolute discretion. However, regarding promotional information and other non-essential information, please note that you may opt out at any time by following the steps set out in the emails we may send to your provided email address. Please note that we are not liable for any delayed or undelivered emails.

4.7. As we may provide you with notices and information to the email address you provide as part of the Registration Data, you agree and consent to receive all such notices and information. As such, it is important that you r promptly update us in the event you change any of your address or contact information. If we discover that any information provided in connection with your User Account is false or inaccurate, we reserve the right to limit, suspend, terminate, or withdraw your User Account and access to the Services at any time without the need for any further proceedings (legal or otherwise) or court judgment.

4.8. Maintaining the confidentiality of all actions that take place while using your User Account and Services is your responsibility and you must notify us immediately at privateclients@exploreleclos.com in the event of any actual or suspected loss or unauthorized use of your User Account or password. We are not responsible, and we do not assume any liability for, any loss that results from unauthorized use of your User Account.

4.9. Please note that transmission of any data (including Personal Data) or information over the internet or other networks is not completely secure, and may result in unauthorized access, and/or accidental or intentional loss, interception, or alteration. We do not accept any responsibility or liability for any damage or costs you may incur as a result of any data transmissions over the internet or other networks. We take commercially reasonable efforts to protect the privacy of all information you provide us, comply with the applicable data privacy laws, treat all data in accordance with our Data Privacy Policy, in no event will the data you provide to us impose any fiduciary duty on us, create any obligations or result in any liability, to you in the event that data is accessed by third parties without our express written consent.

4.10. If you want to end your relationship with us, close your User Account, or disable your access to the Services, you can do so by contacting us at privateclients@exploreleclos.com. For further information regarding removal of data, please refer to the Data Privacy Policy in addition to these General Terms.

4.11. If you wish to avail of Personalized Services, please note that our Private Client Managers will obtain your Registration Data through offline means. All provisions applicable to User Accounts set out in the Agreement will apply to the accounts created by our Private Client Managers for you, whether online or offline.

5. Services

5.1. We shall provide the Services to you pursuant to the Service Terms according to the Service you avail of through the Website, your User Account, or through our Private Client Managers.

5.2. Except as otherwise provided in the Agreement, if there is a conflict between a provision of these General Terms and the terms appearing elsewhere in the Agreement relating to specific material, then the latter shall prevail.

5.3. Please note that all charges, fees, expenses, and amounts for Services may be increased by us, acting in our sole and absolute discretion by providing you with 21 calendar days' notice. By continuing to use any of the corresponding Services after the 21 calendar day time period, you expressly agree to all such increases.

6. Service Updates

6.1. We may update our Services to offer you a better user experience. Therefore, we may provide updates (including automatic updates) for certain Services from time to time. This may include upgrades, modifications, bug fixes, patches, other error corrections or new features. You may be required to download such updates from time to time to ensure that your User Account and the Services work properly. Further, you hereby expressly consent to automatic updates and agree that the General Terms and other terms of the Agreement will apply to all such updates to the Services.

6.2. We reserve the right to change, suspend, or discontinue any or all of the Services at any time, including the availability of any product (including Products), feature, database, or content. In addition, we have no obligation to provide any updates or to continue to provide or enable any particular features or functionality of any Service. We may also impose limits on certain Services or restrict your access to part or all of the Services without notice or liability.

7. Suspension and Termination

7.1. We reserve the right to refuse to provide, or stop providing, the Services to anyone, and can monitor, terminate, or suspend your User Account or access to the Services at any time without the need for any further proceedings (legal or otherwise) or court judgment.

7.2. We may, in our sole and absolute discretion, and without any further proceedings (legal or otherwise) or court judgment, also deactivate, limit, terminate, or suspend your User Account or access to any and all Services at any time:

7.2.1. if we determine you are or have been in violation of the Agreement or applicable law,

7.2.2. in response to requests by law enforcement or other applicable authority,

7.2.3. upon discontinuation or material modification of any Services,

7.2.4. any additional verification information which we require has not been provided to our satisfaction,

7.2.5. if your User Account is suspended pursuant to the terms of this Agreement and such suspension has not been lifted within 3 months from the date of that suspension.

8. Privacy

8.1. We will process your Personal Data in accordance with our Data Privacy Policy and applicable data privacy laws, which may be amended from time to time. You have a number of rights which relate to access and control over your Personal Data, which are set out in the Data Privacy Policy available at https://enprimeur.leclos.net/privacy-policy/.

8.2. You acknowledge and agree that we may combine your User Content or other information you enter or upload for the Services with that of other Users and/or other Services to the extent permitted by applicable law. For instance, we may use non-identifiable, aggregated data of Users to improve the Services or to design promotions. Further, you acknowledge and agree that we may, in our sole and absolute discretion, access or store your Personal Data in multiple countries, including countries outside of your own country, provided we do so in accordance with applicable law. In you have any

questions or enquiries in this regard, please review our Data Privacy Policy and contact us via the details shared therein.

8.3. Any personal information that you provide to us will be managed by us in accordance with the Data Privacy Policy, a copy of which is located at https://enprimeur.leclos.net/privacy-policy/.

9. Content

9.1. All of Our Content and all copyright, trademarks, design rights, patents and other intellectual property rights, whether registered or unregistered, in and on the Website or Services belong to us or third parties. Each User retains ownership, responsibility for, or other applicable rights in the User Content which that User independently creates but grants a license of the User Content to Us. Except as expressly provided in the General Terms, nothing grants you a right or license to use any of Our Content, including any content owned or controlled by any of our partners or other third parties. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material presented through the Services unless specifically authorized in writing by us.

9.2. Subject to your compliance with the Agreement, we grant you a limited, revocable, personal, non-transferable, non-commercial and non-exclusive right and license to access and use the Services and Our Content for your own personal use provided that you do not, and do not permit any third party to, copy, modify, create a derivative work from, reverse engineer, sell, assign, sublicense, grant a security interest in, transfer or otherwise exploit any right in Our Content or Services.

9.3. Your sole and exclusive remedy for any failure or non-performance of the Services, including any associated software or other materials supplied in connection with such services, will be for Le Clos to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable Service.

9.4. Following termination of your User Account, or if you remove any User Content from the Services, we may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes, or as otherwise required or permitted by law. Accordingly, the license to your User Content as set out in this Clause 9 continues even if you stop using the Services. For more information, please review our Data Privacy Policy available at https://enprimeur.leclos.net/privacy-policy/.

9.5. We make no representation or warranty, express or implied, as to, and assume no responsibility for, the accuracy, reliability, completeness, or timeliness of any Content available through the Services, and we make no commitment to update such Content.

10. Complaints

10.1. If for whatever reason you are unhappy with the Service, you can make a complaint by emailing us at privateclients@exploreleclos.com.

11. Notices

11.1. Any notices and communications provided for, in, or pursuant to, the Agreement or the Services shall be made in writing and in English.

11.2. If you need to deliver us a notice, you can do so by emailing us at privateclients@exploreleclos.com. If we need to serve a notice on you in connection with this Agreement, we will email you at your email address that you have provided to us.

11.3. A notice shall be deemed to have been given or made when dispatched, provided that the sender has not received a delivery failure notification. If delivery or receipt occurs on a day other than a business day, it will be taken to have been duly given at the commencement of the next business day.

12. Lawful Purpose

12.1. You acknowledge and agree to use the Services only for lawful purposes, and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, the Services by any third party or other user. This includes without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person and the transmission of obscene or offensive content.

13. Miscellaneous

13.1. No Representations or Warranties

13.1.1. We expressly disclaim all warranties, representations and guarantees of any kind, whether oral or written, express, implied, statutory, or otherwise, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement to the fullest extent permissible under law.

13.1.2. The Services and all Content are provided on an 'as is' and 'as available' basis. Without limiting the foregoing, you acknowledge and agree, to the maximum extent permitted by applicable law, that you do not rely on representation, warranty, or guarantee, express or implied, regarding the quality, accuracy, timeliness, truthfulness, completeness, availability, or reliability of any of the Services or any Content.

13.1.3. To the maximum extent permitted by law, we do not represent or warrant that (i) the Services will meet your requirements or provide specific results, (ii) the operation of the Services will be uninterrupted, error-free, or free from other harmful elements or (iii) errors will be corrected. Any oral or written advice provided by us, our affiliates, or their respective shareholders, directors, agents, officers, personnel, employees, successors, or assigns does not and will not create any warranty. To the maximum extent permitted by applicable law, we also make no representations or warranties of any kind with respect to Content.

13.1.4. No advice or information, whether oral or written, obtained from other users or through the Services, will create any warranty not expressly made in these General Terms. You therefore expressly acknowledge and agree that use of the Services is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy, and effort is with you.

13.2. Limitation of Liability

13.2.1. To the maximum extent permitted by applicable law, under no circumstances (including, without limitation, negligence) shall Le Clos, its affiliates, or their respective shareholders, directors, agents, officers, personnel, employees, successors or assigns be liable to you or any third party for (i) any indirect, incidental, special, exemplary, punitive, or consequential damages of any kind whatsoever, (ii) loss of profits, revenue, data, use, goodwill, or other intangible losses, (iii) damages relating to your access to, use of, or inability to access or use the Services, (iv) damages relating to any conduct or content of any third party or user of the Services, including without limitation, defamatory, offensive or illegal conduct or content, or (v) damages in any manner relating to any content or third-party products accessed through the Services. To the maximum extent permitted by applicable law, this limitation

applies to all claims, whether based on warranty, contract, tort, or any other legal theory, whether or not Le Clos has been informed of the possibility of such damage, and further where a remedy set forth in these General Terms is found to have failed its essential purpose. To the maximum extent permitted by applicable law, the total liability of Le Clos, for any claim under the Agreement, including for any implied warranties, is limited in accordance with the relevant Service Terms.

13.2.2. To the extent permitted by applicable law, you acknowledge and agree that we offer the Services in reliance upon the warranty disclaimers, releases, and limitations of liability set forth in the General Terms, that these warranty disclaimers, releases, and limitations of liability reflect a reasonable and fair allocation of risk between you and form an essential basis of the bargain between you and us. We would not be able to provide the Services to you on an economically reasonable basis without these warranty disclaimers, releases, and limitations of liability.

13.2.3. Le Clos' performance under this Agreement shall be excused in the event of interruption and/or delay due to, or resulting from, causes beyond its reasonable control, including but not limited to acts of God, acts of any government, war or other hostility, civil disorder, epidemics, pandemics, the elements, fire, flood, earthquake, explosion, embargo, acts of terrorism, power failure, equipment failure, industrial or labor disputes or controversies, acts of any third party data provider(s) or other third party information provider(s), third party software, or communication method interruptions.

13.3. Indemnity

You shall defend, indemnify and hold harmless the Le Clos Parties, on demand, from and against all claims, suits, proceedings, losses, liabilities, and expenses (including reasonable legal fees), whether in tort, contract, or otherwise, that arise out of or relate, including but not limited to attorney's fees, in whole or in part arising out of or attributable to (i) any breach by you of this Agreement, (ii) any breach of any of your representations or warranties set out in this Agreement, (iii) any activity by you in relation to the Services, and (iv) any improper, unauthorized, or illegal use of your User Account by you or by any person obtaining access to the Website or Services. This Clause 13.3 shall survive any expiry or termination of the Agreement.

13.4. Governing Law and Arbitration

13.4.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

13.4.2. Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this contract or arising therefrom or related thereto in any manner whatsoever, shall be settled under the Rules of Arbitration of the International Chamber of Commerce ("Arbitration Rules") by three arbitrators appointed in accordance with the Arbitration Rules. The language to be used in the arbitration shall be English.

13.5. No Partnership or Agency

Nothing in this Agreement shall create or be deemed to create a partnership, joint venture agency or employment relationship of any kind between you and us.

13.6. Assignability

We may assign, delegate, novate, or otherwise transfer this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Agreement without our prior written consent, and any unauthorized assignment and delegation by you shall be void.

13.7. Entire Agreement

This Agreement and any documents explicitly referred to in this Agreement, are the entire agreement between you and us.

13.8. Severability, No Waiver, and Survival

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of Le Clos to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

13.9. Force Majeure Event

Notwithstanding anything else in the Agreement or any other documents referred to anywhere else in this Agreement, we will not be liable or be deemed to be in breach of the Agreement or any other documents referred to anywhere else in this Agreement by reason of any delay in performing, or any failure to perform, any of our obligations under the Agreement or any other documents referred to anywhere else in this Agreement if such delay or failure was due to a Force Majeure Event. For the purposes of this Agreement, the term "Force Majeure Event" shall include, but not be limited to, strikes, lockouts or other industrial disturbances or disputes, acts of a public enemy, wars, armed conflicts, terrorism, blockades, insurrections, riots, widespread internet outages, cybersecurity attacks, interruptions caused by acts of nature or the environment, floods, hurricanes, earthquakes, tsunamis, volcanic eruptions, acts of God, fires, explosions, wine production issues, shortages or absences of power, energy, or other essential services or technical facilities, pandemics, epidemics and associated government precautionary measures, governmental embargoes, changes in law or regulations, arrests, the order of any court or governmental authority claiming or having jurisdiction while the same is in force and effect, civil disturbances, explosions, fires, leaks, releases, breakage, accident to machinery or storage containers, inability to obtain or unavoidable delay in obtaining material, equipment, or transportation, or any other causes whether of the kind herein enumerated or otherwise not reasonably within our control, including but not limited to unforeseeable supply chain disruptions, labor shortages, and any event or circumstance beyond our reasonable control that prevents us from fulfilling our obligations under this Agreement.

13.10. Section Headings and Summaries

Throughout this Agreement, each section includes titles and brief summaries of the terms and conditions. These section titles and brief summaries are for ease of reference and are not legally binding.

Please read these Storage and Delivery Service Terms and Conditions ("Storage Service Terms") carefully before accessing or using the Storage Services (*defined below*) and purchasing or offering to purchase any Storage Services. By accessing or using the Storage Services, you not only agree to the General Terms (*defined below*) located in this document and all policies referenced therein, but also these Storage Service Terms and all the policies referenced within herein.

Whilst these sets of terms together constitute a legal agreement with you, we have written it in a way that is clear, transparent, and easy to follow. To assist with this, we have included annotations in the blue boxes in the various sections to emphasize the key points of these Storage Service Terms and to help guide you as you read them. However, please note that these annotations are not intended to be full summaries, so please take the time to read everything carefully. If there is anything you are not sure about, please feel free to get in touch with us at privateclients@exploreleclos.com.

If you do not agree to be bound by these Storage Service Terms you may not access or use the Storage Services, or purchase any of the Storage Services. By accessing, using and/or purchasing any Storage Services, you agree you will be deemed bound by these Storage Service Terms.

1. Definitions. Please note that all undefined capitalized terms used in these Storage Service Terms shall have the meaning ascribed to them under the General Terms.

1.1. "Agreement" means the General Terms, and any other sets of terms or policies applicable to the Storage Services you avail (including these Storage Services) or that govern your use and access of the Website, including your User Account.

1.2. "General Terms" means the General Terms and Conditions set out in this document.

1.3. "In-Bond" means Stored Wines held free of custom charges, duties, VAT, and other related taxes and expenses.

1.4. "Instructions" means any written instruction, order, commitment, notice, mandate, or request made by you through your User Account with respect to any Storage Services.

1.5. "Le Clos Wines" means wines you have purchased through the Website and Personalized Services in the territories where there is a Storage Facility.

1.6. "Market Value" means the fair average market price for comparable wines as determined by Le Clos, acting reasonably and in its sole discretion, having regard to data from recognized secondary-market sources such as Liv-ex or other reputable market references.

1.7. "Storage Facility" means the fine wine storage facilities located at the addresses set out in our Storage Facility Location Policy located in this document.

1.8. "Storage Services" means the Services offered by Le Clos, which relate to arranging receipt, storage, and dispatch of Stored Wines in accordance with the terms of this Agreement.

1.9. "Stored Wines" means Le Clos Wines and Third Party Wines for which you avail Storage Services pursuant to this Agreement.

1.10. "Third Party Wines" means wines you have purchased from other merchants.

2. Applicable Terms and Your Consent

2.1. By accessing or using the Storage Services or purchasing any Storage Services through the Website, you confirm that you accept and agree that you will comply with these Storage Service Terms, the policies referred to within these Storage Service Terms, and all other terms set out in the Agreement (including but not limited to the General Terms and all policies within referenced). If you do not agree to any terms or policies that govern the areas of the Website and/or Services you are availing, you should immediately cease from accessing these pages or areas of the Website. You must not use any of the Storage Services or purchase or offer to purchase any Storage Services if you do not agree to be bound by these Storage Service Terms and the General Terms. By accessing, using and/or purchasing any Storage Services, you agree you will be deemed bound by these Storage Service Terms.

2.2. To access, use, or purchase Storage Services, you must also be:

2.2.1. at least the age eligible to purchase alcohol in the territory in which you are availing Storage Services, and

2.2.2. at least the age of majority to enter into and be bound by contracts under applicable law.

2.3. You represent and warrant that you are only availing of Storage Services:

2.3.1. for your own use, whether personal or commercial;

2.3.2. not on behalf of any other person, unless you are expressly authorized to do so; and

2.3.3. for Stored Wines of which you are the owner or are expressly authorised in accordance with applicable law by the owner to accept this Agreement on the owner's behalf.

3. Storage Services

3.1. You may use, access, and purchase Storage Services for Stored Wines through the Website or through Personalized Services.

3.2. To allow us to receive Stored Wines into the Storage Facility, you must provide a full list of Stored Wines including the following details for each item: wine name and producer, vintage, format, packaging/case size, proof of cost, duty status and condition at least 7 business days prior to any scheduled delivery. Further, we reserve the right to request for further information and supporting documents. All Stored Wines must be delivered in their original packaging (carton or wooden case, as applicable) and accompanied by acceptable proof of purchase (for example, a purchase invoice or receipt). We reserve the right to refuse receipt of any wines that do not meet these requirements. Failing to provide any such information within the requisite timelines may result in delays in accepting delivery and/or confirming receipt of Stored Wines into the Storage Facility. We are not responsible for any damage caused or fees incurred of any kind on account of any such delays.

3.3. In the event you wish to avail of Storage Services for Third Party Wines, you must send us an email at privateclients@explorelesclos.com from the email address linked to your User Account with the following details (collectively, "Third Party Wine Details"):

3.3.1. The account number linked to your User Account; and

3.3.2. List of Third Party Wines you wish to transfer to the Storage Facility including the full name and vintage, format and case packing, and original itemized purchase invoice clearly identifying unit costs for each such Third Party Wines.

Acceptance of any Third Party Wines is subject to the operational conditions applicable to each Storage Facility as set out in the Storage Facility Location Policy (as updated from time to time). Le Clos may, in its sole and absolute discretion, request additional information or documentation and may approve or reject the receipt of any Third Party Wines without liability, including where provenance, packaging, or documentation requirements under the applicable Policy are not satisfied, where provenance uncertainty or incomplete packaging exists, or where provenance or purchase documentation does not confirm that you were the original purchaser from an authorized source. You represent and warrant that you are the lawful owner of the Third Party Wines (or duly authorised by the owner), and that all information and documentation provided to us in connection with such wines are true, complete, and genuine.

3.4. Once we have received the Third Party Wine Details, we may, acting in our sole and absolute discretion, request further information and documents. Thereafter, we will either, in our sole and absolute discretion, approve or reject providing Storage Services for such Third Party Wines. Please note that we reserve the right to reject Third Party Wines in instances where we deem, in our sole and absolute discretion, there to be a question around the valuation or condition of such Third Party Wines, or part thereof, or suspected fraud or criminal activity.

3.5. In the event you wish to avail of Storage Services for Stored Wines for which all duty, taxes, and other related charges have been paid, you must produce evidence to our satisfaction in this regard. Further, we cannot guarantee that this will absolve any further payable obligations owed by you in this regard.

3.6. In the event you wish to avail of Storage Services for Stored Wines In-Bond, you must provide us with an accurate purchase value of such Stored Wines before they can be accepted and received at the Storage Facility and receipted into your User Account. This figure may be used by the Storage Facility for VAT, customs, taxes, duties, and/or expenses purposes upon removal from bond. If an accurate value is not notified an average Market Value or such other value may be used which may result in a higher amount of VAT, customs, taxes, duties, and expenses being paid, which will be non-refundable.

3.7. Where we receive In-Bond transfers of Third Party Wines into the Storage Facility, such Third Party Wines will be assigned a rotation number and logged into your User Account based on information received from either the transferring warehouse and/or you. The responsibility to ensure that the correct information is provided to us is the sole responsibility of you and the third-party warehouse acting as your agent, and we will not be liable or responsible for any damages, liabilities, or other expenses if such information is incorrect.

3.8. Once your Stored Wines arrive and are accepted into the Storage Facility, you will be provided with a unique reference number ("Rotation Number") to ensure that your wines are not mixed up with others. Please note that this step and the total receiving process of Stored Wines into the Storage Facility may take up to 10 business days to complete and for such Stored Wines (including all related Rotation Numbers) to reflect in your User Account. We reserve the right to inspect all wines wines for packaging integrity and any wines not in original packaging may be refused or re-packed at your cost.

3.9. You must check that the details including the vintages and quantities are correctly reflected into your User Account and you must provide any corrections by issuing an Instruction within 7 business days of receiving the notification that your User Account has been updated, failing which you will have deemed to accept and agreed to all information supplied in your User Account in this regard.

3.10. We may, in our sole and absolute discretion, change the Storage Facility and transfer your Stored Wines to an alternate Storage Facility. We will, however, provide you with at least 30 calendar days' notice prior to transferring your Stored Wines.

3.11. You shall indemnify, on demand, the Le Clos Parties for all VAT, customs, taxes, duties, and expenses paid or payable by us relating to your Stored Wines. This Clause 3.13 shall survive any expiry or termination of the Agreement in perpetuity.

4. Instructions

4.1. From time to time, you may issue Instructions to avail of certain Storage Services pursuant to the terms of these Storage Service Terms through your User Account. In case you face any difficulties, please email us at privateclients@exploreleclos.com from your registered email address.

4.2. We may rely on any Instruction received through your User Account. We may, but are under no duty to, take further steps to satisfy ourselves as to the authenticity of an Instruction or the authority of the person giving it and may delay or decline any implementation. You are responsible for the accuracy of all Instructions given to us. We may treat Instructions as continuing in full force and effect until cancelled or superseded by a subsequent Instruction.

4.3. We may implement any additional security procedures as we consider appropriate in our sole and absolute discretion from time to time. You are responsible to maintain the security of Instructions and shall ensure that Instructions are provided by a secure method and that unauthorised access to your User Account is prevented. Please be reminded that emails are not a secure means of communication.

4.4. We may, in our sole and absolute discretion, but are under no duty to, refuse to act on any Instruction including, without limitation, where such Instructions are incomplete or ambiguous or not given in the form customarily used by you and/or which are not in writing. We may in our absolute discretion (but are under no duty to) refuse to implement any Instruction for any reason and will attempt (unless we consider it inappropriate) but shall not be obliged to notify you of such a refusal.

4.5. You shall indemnify, on demand, the Le Clos Parties against any loss or damage any Le Clos Party suffers as a result of carrying out your Instructions.

4.6. All Instructions whether for In-Bond or duty-paid Stored Wines must conform to all applicable tax, customs, excise, duty, and movement control rules and regulations.

5. Condition Check

5.1. We may require a mandatory condition check of any Stored Wines ("Condition Check Services") in our discretion. Further, you may also voluntarily opt to avail of our Condition Check Services at any time for your Stored Wines. For further details regarding such Condition Check Services, please review our Condition Check Services Policy located in this document. Please note that such services are provided on a reasonable best efforts basis, and are also based on your responses to questions asked by us and information supplied by you. Accordingly, you represent and warrant to us that the information you provide us and the responses to our questions are, to the best of your knowledge, true, accurate and complete in all respects.

5.2. Further, we combine the best available data and make informed assumptions to form the basis of our analysis to provide you with a report regarding the condition of your Stored Wines, but the accuracy

cannot be guaranteed. As such, you acknowledge such report includes a certain degree of margin of error.

5.3. We make no representation or warranty, express or implied, as to, and assume no responsibility for, the accuracy and completeness of the results of the Condition Check Services or the use thereof.

6. Delivery

6.1. You may request delivery of Stored Wines by issuing an Instruction. Upon receipt of an Instruction, we may request further information, in our sole and absolute discretion, regarding the recipient and destination of the Stored Wines. Further, all deliveries are undertaken by independent third-party service providers ("Delivery Partners"), details of which will be provided to you once we confirm your Instruction, provided that all costs, expenses, and fees in relation to all deliveries are borne by you. Please note that while we work with several Delivery Partners, we may not be not be capable or permitted to deliver in certain territories. In such event, we will provide assistance where we can by helping you find Delivery Partners for your desired location. Unless otherwise specified in our Delivery Policy located in this document, (i) if the Stored Wines are in our Storage Facility in the United Kingdom, we are able to facilitate delivery to within mainland United Kingdom, and (ii) if the Stored Wines are in our Storage Facility in France, we are able to facilitate delivery to locations within the European Union. Deliveries to all other territories (including to the United Arab Emirates) may be subject to additional restrictions, surcharges, delivery charges, taxes, duties, and other applicable requirements, as set out in the Delivery Policy. For further details regarding the territories we facilitate delivery for, please refer to our Delivery Policy located in this document. No liability or responsibility for subsequent services will attach to nor be borne by us.

6.2. Generally, we are able to provide the contact details for third-party wine shippers for deliveries to certain addresses outside mainland United Kingdom and the European Union. All such deliveries are subject to the terms, conditions, and policies of the third-party wine shippers. Please review these carefully. Please note we are neither liable nor responsible for the actions or omissions of any third-party wine shippers and cannot guarantee the condition or delivery of the Stored Wines being delivered to you.

6.3. By selecting and confirming the Delivery Partner and delivery method, you indicate that you have read, acknowledged, agreed, and accepted the terms of service and privacy policy of such Delivery Partner. Further, the charges for delivery will be provided to you at the time of selecting the Delivery Partner and delivery method. We assume no responsibility nor liability for the privacy practices, nor any other actions nor applicability of any website or platform operated by any Delivery Partners nor services provided by any such Delivery Partners.

6.4. In order to avail of delivery services set out in this Clause 6, the selected Delivery Partner may require information and data from you, or the payment of additional fees or expenses, depending on the delivery method selected. Failure to provide or delay in providing such information or data or effecting any required payment may result in failed or late deliveries, or additional fees may be levied. We are not responsible nor liable for any for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Delivery Partner.

6.5. You will not Instruct us, the Storage Facility nor any Delivery Partner to deliver any Stored Wine to a person under the age eligible to purchase alcohol in the jurisdiction in which such person resides or any person not permitted to purchase or receive alcohol under any applicable law. We reserve the right not to arrange delivery or release any Stored Wine where we are not satisfied, in our sole and absolute discretion, that the recipient is eligible to receive alcohol.

6.6. We are neither responsible nor liable for late or non-delivery of Stored Wines arising from incorrect delivery information. Further, we are neither responsible nor liable for any loss or damage to any Stored Wines in the event that you or an authorised third party recipient of the Stored Wines is not available at the delivery address at the time of delivery or where Instructions are given and accepted to leave the Stored Wines in a particular place.

6.7. We reserve the right to charge for any re-delivery for Stored Wines that have not been completed due to incorrect address information or where you or an authorised third party recipient is unavailable to take receipt of such delivery.

6.8. Any import taxes, charges, or duties or any other expenses in connection with such delivery will be solely your responsibility.

6.9. Deliveries should be inspected at the time of receipt to ensure that there are no breakages or shortages. Any grievances including for breakages or shortages should be recorded on the delivery note, failing which we may not accept consideration of any such claims. Absence of a delivery note shall not justify a refusal by you to pay.

7. Change in Owner

7.1. In the event you would like to reflect a change in owner of your Stored Wines, you may give us an Instruction for such Stored Wines to be transferred to the account of another party ("New Customer"), provided that such New Customer is acceptable to us and the Bonded Warehouse, and New Customer successfully creates a User Account in accordance with the terms of this Agreement. Further, the New Customer must agree to be bound by this Agreement by effecting payment as appropriate for availing of Storage Services in accordance with Clause 8 below. However, you are liable to pay all charges for the period until the New Customer completes User Account creation, payment of all requisite fees for Storage Services and the effective date of transfer, whichever is later. Further, you will remain jointly and severally liable with the New Customer for charges incurred in respect of Storage Services and other fees and expenses set out in Clause 7 below for the 12-month period calculated from the later of the foregoing dates.

7.2. Please note that in accordance with Clause 8 below, all transferred Stored Wines will remain subject to any lien which applies at the time of transfer.

7.3. Further, prior to the transfer of Stored Wines in accordance with Clause 7.1, you will incur an administration fee in respect of any such transfer in accordance with Clause 8 below.

7.4. You are required to pay all taxes, duties, and other charges in relation to the transfer of Stored Wines to the New Customer. Further, you shall indemnify, on demand, the Le Clos Parties for all VAT, customs, taxes, duties, and expenses paid or payable by us relating to the transfer of your Stored Wines to the New Customer. This Clause 7.4 shall survive any expiry or termination of the Agreement in perpetuity.

7.5. We are not responsible nor liable for any sale or transfer of ownership, and you agree, represent and warrant that any such transfers will be made in accordance with all applicable laws including but not limited to laws related to anti-money laundering, terrorist financing, and bribery. You shall indemnify, on demand, the Le Clos Parties for any breach of any covenant, representation, and warranty set out in this Clause 7.5. This Clause 7.5 shall survive any expiry or termination of the Agreement in perpetuity.

8. Payment Terms

8.1. A list of charges related to the Storage Services is set out in the Fees and Rates Policy located in this document.

8.2. We generally invoice you annually, unless otherwise agreed between us. You are required to settle payments as per the instructions set out on the relevant invoice, which generally are through bank transfers or credit card payments. Please note that depending on your payment method, there may be additional service and administrative charges associated.

8.3. Extra charges and costs may be levied where we incur costs due to any requirements or Instructions issued by you, the Storage Facility, or any competent authority.

8.4. Please note that there may be late payment penalties and interest levied on any amounts which remain unpaid by any due date specified in any invoice. For further details, please review our Fees and Rates Policy located in this document.

8.5. All payments pursuant to this Agreement shall be paid without deduction or set-off.

8.6. Notwithstanding anything else in this Agreement, you acknowledge and agree that we have a general and particular lien on your Stored Wines (and any associated documentation or records) as security for payment of all sums claimed by us from you, or actually or prospectively payable to us, or relating to the Stored Wines. Transfer of ownership of the Stored Wines in terms of Clause 7 above does not affect the lien on the Stored Wines. Storage shall be charged for any Stored Wines detained under lien or where we are required by the Storage Facility or any competent authority to retain them. If any amounts remain unpaid after written notice, we may, in our sole discretion, retain, sell, or otherwise dispose of some or all of the Stored Wines. The proceeds of any such sale or disposal shall be applied first to discharge all costs, expenses, and charges (including storage, sale, administrative and legal costs) incurred by us in exercising our rights, and the balance (if any) shall be remitted to you. The exercise of our rights under this Clause 8.6 does not affect any other rights or remedies available to us under this Agreement or at law.

9. Termination, Removal, and Disposal of Stored Wines

9.1. In the event of non-payment of any of the charges pursuant to this Agreement or any related invoices, or failing to Instruct upon termination (as described in Clause 9.8 below), we reserve the right to effect any action or actions below:

9.1.1. sell part of or all of your Stored Wines and to deduct from the proceeds the outstanding charges, any costs incurred in the sale and a charge a 8% broking fee; or

9.1.2. otherwise dispose of or destroy the Stored Wines, costs of which will be to your account.

9.2. In the event we exercise any of our rights set out in Clause 9.1 above, the net proceeds of sale or disposal shall be remitted to you after deduction of all amounts set out in Clause 9.1 and all other expenses and all amounts claimed by us. Further, we shall not be liable for any alleged failure to achieve a sufficient sale price for Stored Wines. These rights are without prejudice to our other rights and remedies against you.

9.3. You irrevocably authorize us in perpetuity, to act as your agent to sell the Stored Wines in accordance with Clause 9.1 above and you further agree that ownership of the Stored Wines will transfer to us or to a purchaser pursuant to Clause 9.1. We will not be responsible or liable for any difference in the proceeds of sale or allocated value, had the Stored Wine been sold through a third party or valued by a third party. Please note that we will use commercially reasonable efforts to maximize resale value on a business-to-business basis (and not on a business-to-consumer basis).

9.4. Further, notwithstanding anything else in the Agreement, you expressly, unconditionally, and irrevocable release the Le Clos Parties from all claims and demands whatsoever under or in connection with any sale or disposal undertaken by us pursuant to this Clause 9.

9.5. After all amounts owing to us pursuant to Clause 9.1 above have been deducted from the disposal proceeds or the value assigned to the Stored Wines by us, the balance, free of interest, will be paid to you provided we are in receipt of your current contact details. Where we are not in receipt of current contact details, we will hold the disposal proceeds for your benefit for a period of 12 months after which you may be deemed to have abandoned the property, and any disposal proceeds may be forfeited to us.

9.6. Where the proceeds of the sale or the value assigned to the Stored Wines do not cover the amount due from you as set out in Clause 9.1 above, we reserve the right to recover the balance from you.

9.7. We may at any time require the removal of the Stored Wines within 28 calendar days from the date of written notice to you. The Stored Wines shall be removed by you at the time agreed between us.

9.7.1. You agree to collect your Stored Wines or to supply us with a delivery address at least 5 business days before the expiry of the notice period, failing which we reserve the right to dispose of your Stored Wines in terms of this Clause 9.

9.7.2. Any storage or other charges due will be calculated and are payable on termination of the account.

9.7.3. It is your obligation to ensure that we are in receipt of your current address and delivery of any notification by us to your last recorded address will be deemed to be proper and sufficient notification.

9.7.4. In the event of failure by you to provide Instructions to us upon termination, we reserve the right to dispose of the Stored Wines in accordance with this Clause 9.

9.8. You may terminate these Storage Service Terms and Storage Services by providing us with 7 business days' notice in writing to us by a clear statement through an Instruction. You may do so at any time providing that all your Stored Wines are removed from your User Account, and all outstanding fees and charges have been paid in full.

10. Insurance and Limitation of Liability

10.1. All Stored Wines stored at the Storage Facility are insured with a reputable insurance provider against fire, theft, flood, and accidental damage (excluding any natural ageing, gradual deterioration, ordinary leakage, ordinary loss of volume, inherent defect, oxidation, cork damage, normal trade ullage and leakage), and values are based on a replacement cost at market prices, (meaning the the

fair average market price for comparable wines as determined by Le Clos, acting reasonably and in its sole discretion, having regard to data from recognized secondary-market sources such as Liv-ex or other reputable market references). In the unlikely event of breakage or loss whilst in our care, a Stored Wine will normally be replaced with either the same wine (subject to availability) or a wine of similar quality up to the insured value. We accept no liability should replacement stock not be available at the estimated and insured value.

10.2. Le Clos undertakes commercially reasonable due diligence to verify the authenticity of Stored Wines but cannot guarantee that any wine is free from counterfeiting or fraud beyond its reasonable control, and Le Clos shall not be liable for any loss or damage arising from any such counterfeiting or fraud.

10.3. While we endeavor to preserve the quality of the Stored Wines stored with us and take reasonable care in the storage of your Stored Wines, we are neither responsible nor liable for any deterioration of Stored Wines which may occur by being cellared/stored too long or through the natural processes to which all wines and their corks, however well cared for, are subject. Further, where a recommended drinking date is provided, we will not accept any responsibility or liability for the condition of the Stored Wine in relation to that date.

10.4. We are neither liable nor responsible for any loss arising from discrepancy between the contents of a container or package of Stored Wines and their description where not sold by us.

10.5. We are not liable nor responsible for any Instructions which are issued on account of any actual or prospective insolvency or breach of your obligations. You will pay all costs and expenses incurred in, and our reasonable charges for, dealing with such matters and their consequences. You will pay an extra charge equal to the amount of any fine or penalty paid or payable by us as a result of a breach by you of any such obligations.

10.6. You shall indemnify, on demand, the Le Clos Parties against all and any liability, loss, expense or cost arising from any claim whatsoever made by any third-party claiming title to the Stored Wines or incurred by any Le Clos Party in exercising its right of sale or disposal or refusing to act on such third-party's instructions or otherwise.

10.7. To the maximum extent permitted by applicable law, and excluding claims under Clause 10.1 above, the total liability of Le Clos, for any claim under this Agreement, including for any implied warranties, is limited to the amount paid by you under for Storage Services for the immediately preceding year.

10.8. You agree and acknowledge that our obligation to you under this Agreement is to store the Stored Wines in the Storage Facilities. Further, notwithstanding anything else in this Agreement, you agree and acknowledge that you are storing your Stored Wines with us and availing of our Storage Services at your own risk, and other than a specific breach by us of these Storage Service Terms, we are not responsible for any loss or liability to you or your Stored Wines for any reason whatsoever.

Le Clos
Trading Terms and Conditions

Welcome to leclos.net. Please read these Trading Terms and Conditions ("Trading Terms") carefully before accessing or using the Platform (*defined below*), the Trading Services (*defined below*) or offering for sale

any Stored Wines (*defined below*) on the Platform. By accessing or using the Trading Services, you not only agree to the General Terms (*defined below*) located in this document and all policies referenced therein, but also these Trading Terms and all the policies referenced within herein.

Whilst these sets of terms together constitute a legal agreement with you, we have written it in a way that is clear, transparent, and easy to follow. To assist with this, we have included annotations in the blue boxes in the various sections to emphasize the key points of these Trading Terms and to help guide you as you read them. However, please note that these annotations are not intended to be full summaries, so please take the time to read everything carefully. If there is anything you are not sure about, please feel free to get in touch with us at privateclients@exploreleclos.com.

If you do not agree to be bound by these Trading Terms you may not access or use the Platform, Trading Services, or offer for sale any Stored Wines on the Platform. By accessing and/or using the Platform or any Trading Services, you agree you will be deemed bound by these Trading Terms.

1. Definitions. Please note that all undefined capitalized terms used in these Trading Terms shall have the meaning ascribed to them under the General Terms.

1.1. "Agreement" means the General Terms, and any other sets of terms or policies applicable to the Trading Services you avail (including these Trading Terms) or that govern your use and access of the Website and/or Platform including your User Account.

1.2. "Buyer" means a person on the Platform who has accepted your offer for sale of Stored Wines pursuant to use of the Trading Services in accordance with this Agreement.

1.3. "General Terms" means the General Terms and Conditions set out in this document.

1.4. "Le Clos Parties" means MMI, and their affiliates, and their respective shareholders, directors, agents, officers, personnel, employees, successors, and assigns.

1.5. "Le Clos Wines" has the meaning ascribed to it under the Storage Service Terms.

1.6. "Platform" means the London International Vintners Exchange (Liv-ex), a global marketplace for wine trading.

1.7. "Platform Provider" means the London International Vintners Exchange Ltd, the owner and operator of the Platform.

1.8. "Platform Terms" means the terms and conditions, policies, guidelines, and other regulations of the Platform applicable to Users accessing the Platform pursuant to availing of the Trading Services.

1.9. "Stored Wines" has the meaning ascribed to it under the Storage Service Terms.

1.10. "Storage Facility" has the meaning ascribed to it under the Storage Service Terms.

1.11. "Storage Service Terms" means the terms and conditions located in this document, governing your use of the Storage Services.

1.12. "Storage Services" has the meaning ascribed to it under the Storage Service Terms.

1.13. "Trading Services" means the Services offered by Le Clos in relation to facilitating access to the Platform.

1.14. "Third Party Wines" has the meaning ascribed to it under the Storage Service Terms.

2. Applicable Terms and Your Consent

2.1. By accessing or using the Trading Services or offering for sale any Stored Wines on the Platform, you confirm that you accept and agree that you will comply with (i) these Trading Terms, the policies referred to within these Trading Terms, and all other terms set out in the Agreement (including but not limited to the General Terms and all policies within referenced), and (ii) the Storage Service Terms. If you do not agree to any terms or policies that govern the areas of the Website, Platform, and/or Services you are availing, you should immediately cease from accessing these pages or areas of the Website. You must not use any of the Trading Services or offer for sale any Stored Wines on the Platform if you do not agree to be bound by these Trading Terms and the General Terms, in addition to the Storage Service Terms. By accessing and/or using the Platform or any Trading Services, you agree you will be deemed bound by these Trading Terms. For reference, the General Terms are located in this document and the Storage Service Terms are located in this document.

2.2. Notwithstanding anything else in the Agreement, to access or use the Trading Services, or offer for sale any Stored Wines on the Platform, you must:

2.2.1. be and continue to be in compliance with the Storage Service Terms,

2.2.2. only offer Stored Wines for sale on the Platform which are (i) accepted into storage at the Storage Facility in accordance with the Storage Service Terms, (ii) physically housed in the Storage Facility, and (iii) unencumbered.

2.3. You represent and warrant that you are only availing of Trading Services:

2.3.1. for your own personal use;

2.3.2. not on behalf of any other person, especially if by doing so you would be assisting someone who is not lawfully permitted to do so; and

2.3.3. for Stored Wines of which you are the owner or are expressly authorized in accordance with applicable law by the owner to accept this Agreement on the owner's behalf.

2.4. You shall indemnify, on demand, the Le Clos Parties for any breach of any representation and warranty set out in Clause 2.3. This Clause 2.4 shall survive any expiry or termination of the Agreement in perpetuity.

3. Trading Services

3.1. As part of the Trading Services, we facilitate access to the Platform through our corporate subscription with the Platform.

3.2. You acknowledge and agree that access to the Platform is subject to the Platform Terms. In addition to this Agreement and the Storage Service Terms, you must comply and remain in compliance with the Platform Terms. Failure to comply with any such terms, conditions, guidelines, or regulations may result in termination of the Trading Services and restriction from accessing or using the Platform. For reference, the Platform Terms are located in this document.

3.3. Further, it is solely your responsibility to familiarize yourselves with all Platform Terms, it is solely your responsibility to comply and remain in compliance with all such Platform Terms. We are neither

responsible nor liable for your non-compliance with Platform Terms and the consequences thereof. Further, we are not responsible for notifying you of any changes to Platform Terms. It is your responsibility to periodically check the Platform Terms in case of updates, changes, and amendments.

3.4. All offers and sale prices are subject to our prior review and approval. In the event of any manifest or typographical error in pricing or listing (including where a price is clearly inconsistent with market value), Le Clos may, at its sole and absolute discretion, cancel or reject any affected order, transaction, or listing, even after initial acceptance or publication. No contract shall be deemed formed in respect of any transaction affected by such an obvious error, and any payment made shall be refunded in full.

3.5. In the event of your failure to comply with any of the Platform Terms, as may be determined by us in our sole and absolute discretion, we reserve the right to take any necessary action, including but not limited to restricting your access to the Platform and/or terminating the Trading Services.

3.6. Notwithstanding anything else in this Agreement, you shall indemnify, on demand, the Le Clos Parties for all claims (including but not limited to claims by the Platform or any other third party) arising out of or in connection with any failure or delay in compliance with any of the Platform Terms or any actions or inactions taken by you in connection with the Platform or use thereof. This Clause 3.5 shall survive any expiry or termination of the Agreement in perpetuity.

3.7. We offer no assurances as to the quality, accuracy, or use of the Platform. We have no control over the content of Platform, and we are not an agent, representative, or broker of the Platform, or otherwise responsible for the activities or policies of the Platform. Further, if you elect to use the Trading Services, you are not only subject to Platform Terms, but also the privacy policy of the Platform. We do not own or control the Platform and are neither responsible nor liable for the Platform. If you have a support question or other inquiry related to the Platform, you should contact us at privateclients@exploreleclos.com.

3.8. All valuations are for guidance purposes only. The valuation data on the offer/trading page is drawn from different sources than those shown on your account pages, hence there may exist, and you may notice differences.

4. The Platform and Your Responsibilities

4.1. Subject to your compliance with this Agreement, the Storage Service Terms, and the Platform Terms, you may access the Trading Services as an authorised user and offer for sale Stored Wines on the Platform.

4.2. Our role and responsibility in providing Trading Services is limited to (i) coordinating logistics on your behalf and the Platform, (ii) disbursing payment to you once received from the Platform, subject to the terms of this Agreement, and (iii) mediation services in the rare circumstances where there is a dispute between you and the Platform by acting as the liaison with the Platform to enforce a trade between you and the Buyer or will mediate an alternative resolution.

4.3. Please note that if you are affected by circumstances that may reasonably restrict or prohibit your lawful use of the Trading Services or participation on the Platform, you must notify us as soon as reasonably possible. In such cases, we may suspend or terminate your access to the Trading Services. You agree to indemnify the Le Clos Parties for any loss, liability, or cost arising from your failure to notify us, delay in notifying us, or from your continued use of the Trading Services in breach of such restrictions.

5. Acceptance of Offers for Sale

5.1. All Users with Stored Wines at Le Clos are automatically enrolled for access to the Trading Services ("Opt-In"). However, no Stored Wine shall be listed or offered for sale on the Platform until the proposed listing price and release have been reviewed and approved by Le Clos in its sole and absolute discretion. This approval process is intended to prevent inadvertent or erroneous listings or sales by Users. For the avoidance of doubt, no listing or offer shall be valid, effective, or binding until it has been approved by Le Clos in accordance with this Clause 5.1. Le Clos may, at any time and without liability, reject, suspend, withdraw, or remove any proposed or existing listing, including where price guidance, market conditions, or other commercial considerations warrant revision.

5.2. Le Clos may, from time to time, approach any User holding Stored Wines to make an offer to purchase such Stored Wines directly. However, nothing in this Clause 5.2 obliges you to accept any such offer, and any sale of Stored Wines pursuant to this Clause shall be on mutually agreed commercial terms and conditions.

5.3. Opt-In grants you eligibility to access and use the Trading Services but does not oblige you to list or sell any Stored Wines. Le Clos does not guarantee that any particular Stored Wine will qualify for trading on the Platform, nor that any sale will be concluded.

5.4. Notwithstanding anything else in this Agreement but subject always to Clause 5.1 above, you expressly acknowledge and agree that each approved offer you make to sell Stored Wine through the Trading Services on the Platform is a firm and unconditional offer to sell, which, until successfully withdrawn or amended by you through the Trading Services, may be accepted by a Buyer at any time, and immediately upon acceptance by the Buyer, (i) a legally binding contract of sale for such Stored Wine is made between you and the Buyer, (ii) ownership title to the immediately, automatically, and irrevocably passes to us, and (iii) we will remove your offer to sell such Stored Wine from the Platform. Further, a contract of sale consists of your offer to sell such Stored Wine posted on the Platform, our email and its contents notifying you that your offer has been accepted, and all relevant terms of the Platform Terms (collectively, a "Sale Contract") to the exclusion of all other terms and conditions (including any terms and conditions which you may purport to apply under any purchase or sales order, confirmation of order, invoice or similar document), and supersedes all prior agreements, arrangements, statements and understandings in respect of the same. Upon the formation of a Sale Contract, we will facilitate delivery of sold Stored Wine to the Platform and the Platform will arrange for delivery to the Buyer. For the avoidance of doubt, any unapproved, erroneous, or mistakenly posted listing on the Platform shall not constitute a valid offer, and Le Clos may remove or cancel such listing without liability.

5.5. Further, immediately upon the formation of a Sale Contract, Le Clos enters into a contract for sale on a back-to-back basis with the Platform ("Platform Sale Contract") and the Platform will ultimately sell your Stored Wine to the Buyer.

5.6. An inspection of the Stored Wines will take place before the final transfer of goods to the Buyer. If the Stored Wines are deemed unacceptable for any reason whatsoever, as determined by us or the Platform, acting in our or their sole discretion, including in the event of any discrepancy between any of the specifications, representations, and/or warranties set out in the corresponding offer for sale and the physical Stored Wine, you will be liable for and will incur charges relating to the movement or transport of Stored Wines, change in in-bond status, and all related documentation generation. Further, you shall also be liable to supply the wine as agreed to be sold in the Sale Contract and in the same conditions as specified in the Sale Contract. Should you need help sourcing such wine from

us, we will charge 15% on the price of the wine we locate, including all logistics and transport costs as well as all duties, taxes, and other related charges. Please note that we cannot guarantee that price of such replacement we source will be lower or equal to the price listed in the applicable Sale Contract.

5.7. Notwithstanding anything else in this Agreement or any Sale Contract, a Sale Contract may be terminated before it has been fulfilled without incurring any liability to you where (i) both you and we agree in writing that the Sale Contract should be cancelled; or (ii) it is deemed by the Platform or us that the bid from the Buyer has been made in error.

5.8. In relation to each offer you make to sell Stored Wine through the Trading Services on the Platform, you covenant, represent and warrant to us that:

5.8.1. All information provided by you in relation to the offer, including the description and condition of the Stored Wine offered for sale, is accurate, complete and up to date.

5.8.2. The Stored Wine offered for sale meets the standard trade rules as set out in Clause 27.1 of the Platform Terms, unless the Stored Wine is offered for sale as a special item or en primeur.

5.8.3. The Stored Wine offered for sale is fit for human consumption.

5.8.4. You will not sell the Stored Wine offered for sale on the Platform to anyone other than us and the Platform, and the Stored Wine must be available for delivery in accordance with these terms and conditions. If you do sell the Stored Wine elsewhere while it is listed on the Platform and a sale is subsequently confirmed on the Platform, you will remain fully responsible and liable to deliver the Stored Wine to fulfil the Sale Contract.

5.8.5. You are selling the Stored Wine offered for sale in the course of your business and you hold all necessary licenses/authorizations to offer for sale and sell wine through the Platform.

5.8.6. Your offer and your sale of the Stored Wine does not, and will not, breach any applicable law, statute, or regulation.

5.8.7. You are the legitimate owner of the Stored Wine offered for sale or you are authorized to offer the Stored Wine for sale and sell the Stored Wine by the true owner.

5.8.8. You are able to legally and legitimately transfer to us title to the Stored Wine offered for sale free from all charges, liens, and other third-party rights and encumbrances.

5.8.9. You must not seek to directly or indirectly manipulate the price we pay for the Stored Wine you offer for sale through the Trading Services and Platform.

5.9. You shall indemnify, on demand, the Le Clos Parties for all claims (including but not limited to claims by the Platform or any other third party), damages, costs, and liabilities arising out of or in connection with breach of any obligation, warranty, or representation set out in Clause 5.8 above. This Clause 5.9 shall survive any expiry or termination of the Agreement in perpetuity.

5.10. Notwithstanding anything else in this Agreement, you are solely responsible for the condition of all Stored Wines you have offered for sale on the Platform, and you shall indemnify, on demand, the Le Clos Parties for any disputes between you, the Platform, and/or the Buyer in relation to the quality,

quantity, or misrepresentation of specifications of Stored Wine offered for sale on the Platform. This Clause 5.10 shall survive any expiry or termination of the Agreement in perpetuity.

5.11. If you are unsure of the physical condition of any of the Stored Wines, we advise availing of Condition Check Services as defined and in accordance with the Storage Services Terms.

5.12. Notwithstanding anything else in this Agreement, you agree and acknowledge that you are using the Trading Services at your own risk, and we are neither responsible nor liable to you should you be offered a higher price for any Stored Wines underlying a Sale Contract by any other person.

5.13. Where we or the Platform suspects any Stored Wine to be counterfeit, we reserve the right to send any such wine to the producer, the local agent, or another recognized expert for verification. Any Stored Wine that is confirmed as counterfeit will be held by us, the Platform, or the relevant authorities while the suspected fraud is investigated. You are and will be responsible for replacing the counterfeit Stored Wine with wine conforming to the Sale Contract or any associated damages, costs and/or fees incurred.

5.14. You shall indemnify, on demand, the Le Clos Parties for all VAT, customs, taxes (any kind), duties, and expenses paid or payable by us relating to your Stored Wines and use of Trading Services. This Clause 5.14 shall survive any expiry or termination of the Agreement in perpetuity.

6. Payment

6.1. Once a Sale Contract has been settled and completed, and we have received the funds from the Buyer, we will initiate the transfer of sale proceeds to your nominated bank account as set provided to us in your User Account registration process, less (i) our commission, as described in Clause 7 below, (ii) any other charges, expenses, taxes, and duties owed by you as further described in Clause 7 below, and (iii) any outstanding fees owed pursuant to the Storage Service Terms.

6.2. It is your responsibility to ensure we are updated of any changes to your bank account. All costs incurred in relation to incorrect or outdated information will be solely borne by you and adjusted from the sale proceeds to be transferred to you in terms of Clause 5 above.

6.3. Please note that you may be liable for taxes, fees, charge or duties relating to your sale (including but not limited to capital gains), please consult with a professional tax services provider in the relevant jurisdictions for more information.

7. Our Fees

7.1. We will charge you a transaction fee for each Sale Contract, which comprises a commission fee on the sale, and a fixed settlement fee. Details of commission and settlement fees and related terms and conditions are set out in the Trading Transaction Fee Policy located in this document.

7.2. Further, you are responsible for all VAT, customs, taxes, duties, and expenses payable relating to the Stored Wines underlying the Sales Contract.

7.3. All charges, fees, expenses, and amounts may be increased by us, acting in our sole and absolute discretion by providing you with 21 calendar days' notice.

7.4. Extra charges and costs may be levied for which you will be responsible where we incur costs due to any requirements pursuant to a Sale Contract, the Platform, or any competent authority.

8. User Conduct

8.1. You are responsible for providing suitable internet access, computers, mobile devices, and telephones to access and use the Platform and Trading Services and for any telecommunications costs you incur in connection with your use. Please note that the quality of your electronic devices and the quality of your connection will affect your use of the Platform and the Trading Services (for example, the Platform may seem slow if you have a poor connection).

8.2. You should also check that your electronic devices have suitable protection, such as virus protection. We are not responsible for any computer virus or bug that affects your electronic devices or data as a result of your use of the Platform or the Trading Services or the downloading of any materials from the Website or the Platform.

8.3. You agree to use the Trading Services and the Platform for lawful purposes only and in a manner which is consistent with any and all applicable laws and regulations in the country in which you are established or access the Trading Services and/or the Platform. Your use of the Platform and the Trading Services must not infringe the rights of or restrict or inhibit the use and enjoyment of the Platform and/or Trading Services by, any third party. You agree not to import or transfer to the Website or the Platform either directly or indirectly any information or other content which is or may be:

8.3.1. Inaccurate, misleading, defamatory, obscene, abusive, or offensive.

8.3.2. In breach of any intellectual property right, privacy, publicity, or any other rights of any third party.

8.3.3. Damaging to the software or performance of the Trading Services, Website, or the Platform.

8.3.4. You must not use the Website, Trading Services, or Platform to send unsolicited or unauthorised advertising such as “junk mail” or “spam”.

8.3.5. You must not engage in any other conduct which, in our sole discretion, is considered inappropriate, unauthorised or objectionable.

8.3.6. You must not disclose or publicise your identity to other members of the Website or Platform.

8.4. You may not:

8.4.1. Use the Website, Trading Services, or the Platform for any illegal or unauthorized purpose.

8.4.2. Transfer, sublicense, or otherwise grant your rights under these Trading Terms to any third party.

8.4.3. Engage in any activity that interferes with or disrupts the Platform’s performance or functionality.

8.4.4. Attempt to gain unauthorized access to the Platform or its related systems or networks.

8.4.5. Use the Platform to send unsolicited communications, promotions, advertisements, or spam.

8.4.6. Circumvent or disable any security or technological features or measures of the Platform.

8.4.7. Use bots, scripts, or other automated methods to access or use the Platform.

8.4.8. Extract, scrape, or collect any information or data from the Platform without our prior written consent.

8.4.9. Do anything or participate in the doing of anything which causes or is reasonably expected to cause us to have our corporate subscription with the Platform revoked or which leads, directly or indirectly, the imposition of any restrictions, fines, or penalties on us with respect to our corporate subscription with the Platform.

9. Termination and Suspension

9.1. In the event of non-payment of any of the charges pursuant to the Storage Service Terms or in the event of any default or breach of this Agreement or any Platform Terms, we reserve the right to suspend or terminate your access to the Trading Services and the Platform, including but not limited to suspending or removing any live or existing offers for sale of Stored Wines you may have on the Platform.

10. Intellectual Property

10.1. All intellectual property rights in and to the Platform, including but not limited to, trademarks, trade names, service marks, logos, copyrights, patents, and any other proprietary rights, are owned by the Platform or its licensors. You acknowledge and agree that you have no ownership or other proprietary interest in the Platform, except for as expressly set out in these Trading Terms.

11. Limitation of Liability

11.1. The Platform is provided, owned, and operated by the Platform Provider on an "as is" and "as available" basis, without any guarantees or promises. We disclaim all warranties, express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Users should be aware that there are no assurances that the Platform will meet their specific needs or expectations, and we will not be responsible for any deficiencies or any other issues that may arise from the use of the Platform. Further, we also make no representation or warranty that the Platform will always be available, uninterrupted, error-free, or completely secure. Users assume all responsibility and risk for their use of the Platform and any reliance they place on the information and services provided.

11.2. Notwithstanding anything else in this Agreement, there will be times when the Platform and Trading Services are unavailable. Such unavailability may be planned (for example, where either we or the Platform Provider are carrying out planned maintenance or upgrades) or unplanned (for example, where there is hardware or software failure). Where possible, we will try to give you reasonable notice of any such unavailability.

11.3. You acknowledge and accept that you will not be able to use the Platform and the Trading Services when they are unavailable. While the Platform Provider endeavors to keep such unavailability to a minimum, we accept no liability for any loss or damage you may suffer as a result of the Platform, services provided by the Platform Provider, and/or the Trading Services being unavailable. We

reserve the right to add to or change the Trading Services at any time without notice or explanation and without incurring any liability to you.

11.4. Notwithstanding anything else in this Agreement or Sale Contract, where there is a problem with the Platform or Trading Services that results in one or more Sale Contracts being made with you at prices that are clearly under or over market value for the Stored Wine being sold then we reserve the right, at our absolute discretion, to cancel those Sale Contracts before they are fulfilled without incurring any liability to you.

11.5. Any personal information that you provide to us will be managed by us in accordance with the Data Privacy Policy, a copy of which is located at https://enprimeur.leclos.net/privacy-policy/.

11.6. You shall indemnify, on demand, the Le Clos Parties against all and any liability, loss, expense, or cost arising from any claim whatsoever made by any third-party claiming title to the Stored Wines or incurred by any Le Clos Party in providing any Trading Services.

11.7. Notwithstanding anything else in the Agreement, we will not be liable or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of our obligations under the Agreement if such delay or failure was due to a Force Majeure Event. For the purposes of this Agreement, the term "Force Majeure Event" shall mean strikes, lockouts or other industrial disturbances or disputes, acts of a public enemy, wars, terrorism, blockades, insurrections, riots, interruptions caused by acts of nature or the environment, floods, acts of God, fires, explosions, shortages or absences of power, energy, or other essential services or technical facilities, pandemics or epidemics and associated government precautionary measures, arrests, the order of any court or governmental authority claiming or having jurisdiction while the same is in force and effect, civil disturbances, explosions, fires, leaks, releases, breakage, accident to machinery or storage containers, inability to obtain or unavoidable delay in obtaining material or equipment, or any other causes whether of the kind herein enumerated or otherwise not reasonably within our control.

Please read these En Primeur Terms and Conditions ("En Primeur Terms") carefully before accessing or using the En Primeur Services (*defined below*) or purchasing or offering to purchase En Primeur Wines (*defined below*). By accessing or using the En Primeur Services, you not only agree to the General Terms (*defined below*) located in this document and all policies referenced therein, but also these En Primeur Terms and all the policies referenced within herein.

Whilst these sets of terms together constitute a legal agreement with you, we have written it in a way that is clear, transparent, and easy to follow. To assist with this, we have included annotations in the blue boxes in the various sections to emphasize the key points of these En Primeur Terms and to help guide you as you read them. However, please note that these annotations are not intended to be full summaries, so please take the time to read everything carefully. If there is anything you are not sure about, please feel free to get in touch with us at privateclients@exploreleclos.com.

If you do not agree to be bound by these En Primeur Terms you may not access or use the En Primeur Services or purchase or offer to purchase any En Primeur Wines. By accessing and/or using the En Primeur Services, you agree you will be deemed bound by these En Primeur Terms.

1. Definitions. Please note that all undefined capitalized terms used in these En Primeur Terms shall have the meaning ascribed to them under the General Terms.

1.1. "Agreement" means the General Terms, and any other document, sets of terms or policies applicable to the En Primeur Services you avail (including but not limited to these En Primeur Terms) or that govern your use and access of the Website including your User Account.

1.2. "Bottled En Primeur Wines" means the En Primeur Wines specified in an En Primeur Sales Order that have become physically available after bottling and are ready to be delivered to you or the Storage Facility, as applicable, in accordance with this Agreement and the Order Documents.

1.3. "Bottling Expenses" has the meaning set out in Clause 3.3 below.

1.4. "Delivery Preference Notice" has the meaning set out in Clause 6.4 below.

1.5. "Duties" has the meaning set out in Clause 3.3 below.

1.6. "Expenses" has the meaning set out in Clause 3.3 below.

1.7. "General Terms" means the General Terms and Conditions set out in this document.

1.8. "En Primeur Sales Order" has the meaning set out in Clause 5.4 below.

1.9. "En Primeur Services" means the Services offered by Le Clos through the Website or through Offline Channels, which relate to the purchasing, or agreement to purchase, the En Primeur Wines, as well as collection and delivery of Bottled En Primeur Wines.

1.10. "En Primeur Wines" means wines that have yet to be bottled and released onto the market at the time of order, that may be provided by, or ordered from, Le Clos.

1.11. "Expected Date of Delivery" has the meaning set out in Clause 6.3 below.

1.12. "Order Documents" means the En Primeur Sales Order, and Release Notification related to your order of En Primeur Wines pursuant to the En Primeur Services.

1.13. "Price List" means the indicative and non-binding price list for En Primeur Wines set out on the Website, provided to you by our Private Client Managers, or otherwise provided to you in writing.

1.14. "Release Notification" has the meaning set out in Clause 6.3 below.

1.15. "Storage Facility" has the meaning ascribed to it under the Storage Service Terms.

1.16. "Storage Service Terms" means the terms and conditions located in this document, governing your use of the Storage Services.

1.17. "Storage Services" has the meaning ascribed to it under the Storage Service Terms.

1.18. "Market Value" means the fair average market price for comparable wines as determined by Le Clos, acting reasonably and in its sole discretion, having regard to data from recognized secondary-market sources such as Liv-ex or other reputable market references.

2. Applicable Terms and Your Consent

2.1. By accessing or using the En Primeur Services or purchasing or offering to purchase any En Primeur Wines, you confirm that you accept and agree that you will comply with (i) these En Primeur Terms, the policies referred to within these En Primeur Terms, and all other terms set out in the Agreement (including but not limited to the General Terms and all policies within referenced), and (ii) the Storage Service Terms, if applicable. If you do not agree to any terms or policies that govern the areas of the Website or Services you are availing, you should immediately cease from accessing these pages or areas of the Website. You must not use any of the En Primeur Services or purchase or offer to purchase any En Primeur Wines if you do not agree to be bound by these En Primeur Terms and the General Terms, in addition to the Storage Service Terms (as may be applicable). By accessing and/or using the En Primeur Services, you agree you will be deemed bound by these En Primeur Terms. For reference, the General Terms are located in this document and the Storage Service Terms are located in this document.

2.2. You represent and warrant that you are only availing of En Primeur Services:

2.2.1. for your own use; and

2.2.2. not on behalf of any other person, especially if by doing so you would be assisting someone who is not lawfully permitted to do so.

3. Prices

3.1. Prices for En Primeur Wines are quoted in the Price Lists, which are available on the Website or provided to you.

3.2. All prices set out in the Price List are subject to change by us without prior notice and are only confirmed in an En Primeur Sales Order.

3.3. For any format other than those quoted on the Price List, additional charges including but not limited to bottling expenses ("Bottling Expenses") shall be additional and will be quoted separately. Please note the prices quoted in the Price List are for En Primeur Wines under bond and do not include government duties, customs clearance fee, value added tax or other duties or expenses chargeable on

the Bottled En Primeur Wines (collectively, "Duties" and together with the Bottling Expenses, "Expenses").

3.4. Payment of all expenses (including all Expenses) is your responsibility. If we make any payment of expenses (including any Expenses) on your behalf, you must promptly reimburse us for all such expenses (including any Expenses) after we provide you with notice and evidentiary receipts, where possible or practicable.

4. Placing an Order

4.1. You may place an order for En Primeur Wines through the En Primeur Services (i.e., through the Website or via our Private Client Managers through Personalized Services).

4.2. The submission or placement of any order of En Primeur Wines through En Primeur Services does not mean that a valid contract or agreement has been formed for your order. Please refer to Clause 5 below which sets out formation of a valid contract or agreement between us regarding the purchase of En Primeur Wines.

5. En Primeur Sales Orders

5.1. Upon placing an order for En Primeur Wines through the En Primeur Services, (i) you will have 15 calendar days to make payment as prompted, if the order is placed through the Website, or, (ii) if the order is placed using Personalized Services through our Private Client Managers, we will issue a proforma invoice to you by emailing you at your registered email address, against which payment is required to be made within 15 calendar days from the date of such proforma invoice, unless otherwise specified in writing. Any order of En Primeur Wines is an offer by you to purchase the resulting Bottled En Primeur Wines from us.

5.2. In the event payment is not made in the agreed timeframe, we reserve the right to reject or cancel the order. You agree and acknowledge that we may accept or reject any order (or part thereof) in our sole and absolute discretion for any reason whatsoever, including but not limited to pricing errors, cancellations from relevant suppliers, and re-allocations of products due to delays in payment or confirmation.

5.3. If the total payment is not received by us before the expiry of the payment deadlines specified in Clause 5.1 above, we reserve the right to cancel your order.

5.4. Once we receive payment in accordance with Clause 5.1 above, we will email you a sales order at your registered email address confirming the details of your order and receipt of payment ("En Primeur Sales Order").

5.5. Any customization or preferences you have selected or requested in your order (including but not limited to any bottling or packaging preferences) are requests only and are not legally binding terms in any En Primeur Sales Order under any circumstances, including if such preferences are set out in the En Primeur Sales Order, any invoice or in any other manner provided to you. Notwithstanding anything else in this Agreement or any Order Document, you acknowledge and agree that the unavailability or nonfulfillment of any or all such customizations or preferences are unavailable or unfulfilled shall not constitute any grounds for refunds or failure to perform or breach of any contract by us.

5.6. Notwithstanding anything else in this Agreement or any Order Document, there is no contract between you and Le Clos unless and until we have accepted your order by the issuance of an En Primeur Sales Order in accordance with Clause 5.4 above. Further, due to the nature of the En Primeur Services, you may not cancel any En Primeur Sales Orders.

5.7. Notwithstanding acceptance by us of any order placed by you, including the issuance of any En Primeur Sales Order or entering into any contract with you, all En Primeur Wines are offered for sale subject to availability of the resulting Bottled En Primeur Wines as set out in Clause 6 below.

6. Availability, Allocation, and Cancellation

6.1. En Primeur Wines are wines that have yet to be bottled and released onto the market at the time of the En Primeur Sales Order. Accordingly, delivery of the resulting Bottled En Primeur Wines is therefore subject to availability of the wine products of such En Primeur Wines from the relevant producer.

6.2. Notwithstanding anything else in this Agreement or any Order Document, while we use our best efforts to fulfil all En Primeur Sales Orders by supplying the resulting Bottled En Primeur Wines corresponding to such En Primeur Sales Order, you agree and acknowledge that (i) our ability to supply or fulfill En Primeur Sales Orders is limited by the quantity, quality, and bottle and crate sizes of the corresponding Bottled En Primeur Wines as finally bottled and supplied to us by the producer or our supplier, and (ii) we reserve the right to allocate Bottled En Primeur Wines among our customers at our sole and absolute discretion, in such proportions as we deem fit.

6.3. The En Primeur Wines are scheduled to be bottled, released, made available and ultimately result in Bottled En Primeur Wines upon release from winery, which could take 24-30 months after the release. We will notify you by emailing you at your registered email address of the expected date of availability of the Bottled En Primeur Wines ("Release Notification") closer to the time of the actual release of the Bottled En Primeur Wines. Please note that the delivery date ("Expected Date of Delivery") in the Release Notification is an estimate only and while we will use reasonable endeavors to meet the Expected Date of Delivery, we are neither responsible nor liable for any failure to deliver within that time. You expressly agree and acknowledge that time shall not be of the essence under any En Primeur Sales Order or Release Notification.

6.4. At least 15 calendar days prior to the Expected Date of Delivery set out in the Release Notification, you are required to confirm your preference of whether the Bottled En Primeur Wines should be delivered to you or whether you wish to store the Bottled En Primeur Wines with us at our Storage Facility in accordance with the Storage Service Terms by following the notification procedure set out in the Release Notification ("Delivery Preference Notice"). Unless you select for the Bottled En Primeur Wines to be delivered to you within the stipulated timeframe, the Bottled En Primeur Wines will be stored in our Storage Facility in accordance with our Storage Service Terms.

6.5. In the event, for any reason, any or all Bottled En Primeur Wines corresponding to the En Primeur Wines set out in the En Primeur Sales Order are not or no longer available for any reason whatsoever, or if any En Primeur Wines you have ordered is unobtainable, or cannot be fulfilled in whole or in part, we may cancel all or any part of an En Primeur Sales Order, provided that we will refund to you the payment made by you with respect to such cancelled order (or part thereof), without any interest and net of all taxes, duties, charges and fees. Notwithstanding anything else in this Agreement or any Order Document, after effecting such refund, we shall have no further obligations or liabilities to you under such En Primeur Sales Order, or Release Notification and such refund shall constitute the full and final settlement of any such unfilled order. Notwithstanding the foregoing, you acknowledge and

agree that Le Clos may, in its sole and absolute discretion, fulfil any En Primeur Sales Order in alternative pack formats (for example, in six-bottle or three-bottle cases instead of a twelve-bottle case, or vice versa) where required as a result of bottling, packaging, or allocation decisions made by the producer or supplier. Such variation in format shall not constitute a shortfall, breach of contract, or give rise to any right of cancellation or refund.

6.6. We shall be permitted to cancel any order and terminate any En Primeur Sales Order at any time prior to the transfer of ownership and risk of the Bottled En Primeur Wines to you. In the event of any such cancellation, we shall arrange for a full refund of any payments made by you.

6.7. Notwithstanding anything else in this Agreement or any Order Document, we are neither responsible nor liable for any loss, damage, claims, costs and expenses whatsoever and howsoever arising in connection with any cancellation of any En Primeur Sales Order (or a part thereof).

7. Delivery and Storage

Delivery:

7.1. We offer free delivery within the United Kingdom to either our Storage Facility (*defined in the Storage Service Terms*) located in the United Kingdom, or to any in-bond storage facility in the United Kingdom. Further, we offer free delivery within France to our Storage Facility located in France only. Please refer to our Storage Service Terms located in this document for further details.

7.2. If you require delivery other than as set out in Clause 7.1 above, as may be indicated in your Delivery Preference Notice, we will provide assistance where we can by helping you find Delivery Partners for your desired location. Also, we may request further information, in our sole and absolute discretion, regarding the recipient and destination of the Bottled En Primeur Wines. Further, all deliveries are undertaken by independent third-party service providers ("Delivery Partners"), details of which will be provided to you. All costs, expenses, and fees in relation to all deliveries shall be borne by you. By selecting and confirming the Delivery Partner and delivery method, you indicate that you have read, acknowledged, agreed, and accepted the terms of service and privacy policy of such Delivery Partner. Further, the charges for delivery will be provided to you at the time of selecting the Delivery Partner and delivery method. We assume no responsibility nor liability for the privacy practices, nor any other actions nor applicability of any website or platform operated by any Delivery Partners nor services provided by any such Delivery Partners. Deliveries may be subject to additional restrictions, surcharges, taxes, duties or other requirements, as set out from time to time in the Delivery Policy in this document.

7.3. Please note that the selected Delivery Partner may require information and data from you, or the payment of additional fees or expenses, depending on the delivery method selected. Failure to provide or delay in providing such information or data or effecting any required payment may result in failed or late deliveries, or additional fees may be levied. We are not responsible nor liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Delivery Partner.

7.4. You will not instruct us or any Delivery Partner to deliver any Bottled En Primeur Wines to a person under the age eligible to purchase alcohol in the jurisdiction in which such person resides or any person not permitted to purchase or receive alcohol under any applicable law. We reserve the right not to arrange delivery or release any Bottled En Primeur Wines where we are not satisfied, in our sole and absolute discretion, that the recipient is eligible to receive alcohol.

7.5. You are solely responsible for any and all import taxes, charges, or duties and any other expenses in connection with the delivery of Bottled En Primeur Wines.

7.6. Unless otherwise specified, all Bottled En Primeur Wines will only be delivered when they have been prepared and provided to us in a condition suitable for delivery, as determined by us in our sole and absolute discretion. Further, we shall not be required to deliver any Bottled En Primeur Wines until all relevant fees in relation to the delivery (including but not limited to any shipping fees and insurance costs) have been paid in full. Further, you are solely responsible for all Duties or charges chargeable in connection with delivery of the Bottled En Primeur Wines. We are neither responsible nor liable for any delays or disruptions caused by the producers/suppliers, any destination customs clearance processes, export or import regulations or other governmental restrictions of any nature.

7.7. Deliveries made to the address specified in the Delivery Preference Notice shall constitute valid deliveries, and we shall be under no obligation to verify or confirm such address.

7.8. In the event that any delivery fails, is returned or cannot be made for any reason whatsoever, we may, acting in our sole and absolute discretion, store the Bottled En Primeur Wines at our Storage Facility under the terms and conditions of the Storage Service Terms.

7.9. If delivery is delayed or disrupted by any event outside of our control (including but not limited to any Force Majeure Event), we will notify you by emailing you at your registered email address as soon as practicable and we will take commercially reasonable steps to minimize the effect of the delay. However, we shall neither be responsible nor liable for any such delays or disruptions.

7.10. Unless you select for the Bottled En Primeur Wines to be delivered to you, the Bottled En Primeur Wines will be stored in accordance with our Storage Service Terms.

Storage:

7.11. In the event the Bottled En Primeur Wines are to be stored at our Storage Facility, the terms and conditions set out under the Storage Service Terms shall apply to such Bottled En Primeur Wines and shall be deemed "Qualified Wines" as defined under the Storage Service Terms. The Storage Service Terms are available in this document.

Risk and Title:

7.12. Risk and title to the Bottled En Primeur Wines will pass to you once delivered.

7.13. Until the Bottled En Primeur Wines have been delivered to the Storage Facility, risk of loss or damage shall remain with the relevant suppliers or producers, and Le Clos shall not be responsible or liable for any loss or damage occurring prior to receipt of the Bottled En Primeur Wines into the Storage Facility. Once received into the Storage Facility, such wines shall be insured in accordance with and subject to the Storage Service Terms.

8. Limitation of Liability

8.1. Notwithstanding anything else in the Agreement or any Order Document:

8.1.1. To the maximum extent permitted by applicable law, the total liability of Le Clos, for any claim under this Agreement or any Order Document, including for any implied warranties, is limited to the amount paid by you under the applicable En Primeur Sales Order.

8.1.2. We shall neither be responsible nor liable to you or any third party for ullages or for any deterioration in the condition of any wine products (which may occur naturally to all wines products no matter how well cared for).

8.1.3. En Primeur Wines are wines that have not yet been bottled or released and quality may not be as described in any catalogue or publication or by wine critics or other media sources. While we take reasonable care when sourcing En Primeur Wines, our suppliers are ultimately responsible for exercising quality control over the wines and we do not independently test, examine or inspect any individual wines. Accordingly, we make no representation or warranty as to the quality of the Bottled En Primeur Wines resulting from the En Primeur Wines you ordered or their fitness for purpose, and we disclaim all such warranties and representations, whether express or implied, to the maximum extent permitted by law.

8.1.4. We undertake commercially reasonable due diligence to verify the authenticity of En Primeur Wines and Bottled En Primeur Wines but cannot guarantee that any wine is entirely free from counterfeiting or fraud, including where such risk arises at the producer or winery level. We shall not be liable for any loss or damage arising from or in connection with any such counterfeiting or fraud beyond its reasonable control.

8.1.5. By making any order through any En Primeur Services, you acknowledge that you order the En Primeur Wines at your own risk. Further, you expressly understand and acknowledge inherent risks with purchasing or agreeing to purchase any En Primeur Wines, including but not limited to:

(i) Quality Uncertainty: The final quality of the Bottled En Primeur Wine cannot be guaranteed at the time of purchase, as it is still developing in the barrel. Variability in the Bottled En Primeur Wine compared to initial expectations of the En Primeur Wine is possible.

(ii) Price Fluctuations: Market conditions may change, potentially resulting in the release price being higher or lower than the prices at which En Primeur Wines are purchased.

(iii) Producer Risks: Unforeseen circumstances at the winery could affect the Bottled En Primeur Wines or delay their release. We cannot and do not guarantee the final quantity and quality of the Bottled En Primeur Wines, which may be affected by crop failures, poor harvests, and other production issues at the producer level. Changes in the winemaking process by the producer may also alter the Bottled En Primeur Wines.

(iv) Delivery Delays: Estimated delivery dates for Bottled En Primeur Wines are subject to change. Delays in bottling and shipment from the producer, as well as logistical issues, may affect delivery.

(v) Long-Term Commitment: You must be prepared to wait for an extended period before receiving the Bottled En Primeur Wines.

(vi) Limited Recourse: Due to the nature of en primeur sales, options for returns or exchanges are restricted.

(vii) Regulatory Changes: The wine industry is subject to regulation and policy changes that could affect the availability, distribution, and cost of Bottled En Primeur Wines. Changes in laws or regulations related to alcohol sales, import/export tariffs, taxes, or wine production standards could impact the terms or feasibility of fulfilling En Primeur Wine orders.

(viii) Investment Risk: Purchasing En Primeur Wines is often seen as an investment. Like all investments, there is a risk that the Market Value of Bottled En Primeur Wines upon release may not meet the purchaser's expectations. Market trends, critic ratings, and consumer preferences may shift between the time of purchase and the time of release, affecting the potential resale value.

(ix) Storage Risk: Proper storage conditions are crucial for maintaining the quality of Bottled En Primeur Wines. Any failure in adhering to optimal storage conditions, including temperature fluctuations or exposure to light, could detrimentally affect the wine's quality and value. We strongly recommend professional storage for storing Bottled En Primeur Wines, which we can offer. For further details, please refer to our Storage Service Terms located in this document.

(x) Legal Age Requirements: Regulatory requirements for the legal age of alcohol consumption vary by country and region. It is the purchaser's responsibility to ensure compliance with their local laws regarding the purchase and consumption of alcohol.

This Storage Facility Location Policy ("Storage Facility Location Policy") forms part of the Storage and Delivery Service Terms and Conditions ("Storage Service Terms") located in this document. All undefined capitalized terms used in this Storage Facility Location Policy have their meaning ascribed to them under the Storage Service Terms.

We reserve the right to change, in our sole discretion, any of the terms of this Storage Facility Location Policy by publishing the varied terms on the Website, with or without notice. Accordingly, you are responsible for reviewing regularly information posted online to obtain timely notice of such changes. As such, we recommend that you check the Website and your account regularly to ensure you are aware of our current terms. Your continued use of any part of the Storage Services after changes are posted constitutes your acceptance of the latest version of the Storage Facility Location Policy as modified by the posted changes.

At present we operate the following Storage Facilities:

1. United Kingdom

Eton Park LCB – UK Address: London City Bond Ltd, Derby Turn, Derby Road, Burton on Trent, DE14 1RY

2. France

Hillebrand Gori, Combronde Address: Impasse Roudet, ZA Angumeau, 33450 IZON

3. Future Storage Facilities

   We are always looking to expand our operations into new territories. We encourage you to check back periodically to see if we have established a presence in your area.

4. Questions

   If you have any questions regarding this Storage Facility Location Policy, please contact us at privateclients@exploreleclos.com.

This Condition Check Services Policy ("Condition Check Services Policy") forms part of the Storage and Delivery Service Terms and Conditions ("Storage Service Terms") located in this document. Condition Check Services are designed to reflect industry best practices. All undefined capitalized terms used in this Condition Check Services Policy have their meaning ascribed to them under the Storage Service Terms.

We reserve the right to change, in our sole discretion, any of the terms of this Condition Check Services Policy by publishing the varied terms on the Website, with or without notice. Accordingly, you are responsible for reviewing regularly information posted online to obtain timely notice of such changes. As such, we recommend that you check the Website and your account regularly to ensure you are aware of our current terms. Your continued use of any part of the Storage Services after changes are posted constitutes your acceptance of the latest version of the Condition Check Services Policy as modified by the posted changes.

1. Condition Check Services

    1.1. Condition Check Services involve us arranging, through our storage partners, a physical condition check of Stored Wines, including inspection of bottle integrity, packaging, and fill levels, typically by means of high-resolution photography.

    1.2. We recommend that you avail of such Condition Check Services periodically to understand the conditions of the Stored Wines.

    1.3. You may choose to avail of such Condition Check Services at any time for your Stored Wines.

2. Fees

    2.1. We charge the following for photography and condition reporting:

    - Photos of a single bottle or case of wine, up to 12 bottles, is charged at EUR 14 per case.

    2.2. We charge the following for treatment of woodworm in wooden cases:

    - EUR 36.50 per case (up to 12 bottles).

3. Other General Terms

    3.1. Wines received at our Storage Facilities may be automatically photographed and logged on arrival. These checks help ensure the integrity of Stored Wines from the outset.

    3.2. We may require you to undertake mandatory Condition Check Services of any Stored Wines in our discretion, including (without limitation) where the Stored Wines are more than 20 years old or have a market value exceeding EUR 250 per bottle. Where mandatory Condition Check Services are required for Stored Wines, we may, at our sole discretion, bear the associated costs. This determination will be made on a case-by-case basis and confirmed with you in advance.

    3.3. Please note that all Condition Check Services are provided on a commercially reasonable efforts basis, and are also based on your responses to questions asked by us and information supplied by you. Accordingly, you represent and warrant to us that the information you provide

us and the responses to our questions are, to the best of your knowledge, true, accurate and complete in all respects.

3.4. Further, we combine the best available data and make informed assumptions to form the basis of our analysis to provide you with a report regarding the condition of your Stored Wines, but the accuracy cannot be guaranteed. As such, you acknowledge such report includes a certain degree of margin of error.

3.5. We make no representation or warranty, express or implied, as to, and assume no responsibility for, the accuracy and completeness of the results of the Condition Check Services or the use thereof.

4. Questions

4.1. If you have any questions regarding this Condition Check Services Policy, please contact us at privateclients@exploreleclos.com.

This Delivery Policy ("Delivery Policy") forms part of the Storage and Delivery Service Terms and Conditions ("Storage Service Terms") located in this document. All undefined capitalized terms used in this Delivery Policy have their meaning ascribed to them under the Storage Service Terms.

We reserve the right to change, in our sole discretion, any of the terms of this Delivery Policy by publishing the varied terms on the Website, with or without notice. Accordingly, you are responsible for reviewing regularly information posted online to obtain timely notice of such changes. As such, we recommend that you check the Website and your account regularly to ensure you are aware of our current terms. Your continued use of any part of the Storage Services after changes are posted constitutes your acceptance of the latest version of the Delivery Policy as modified by the posted changes.

1. Delivery – UK Storage Facility

1.1. If the Stored Wines are in our Storage Facility in the United Kingdom, we are able to facilitate delivery within mainland United Kingdom, excluding highlands and islands, at the following rates:

Per case (6.01 litre or more) basis:

1 Case	2 Cases	3-10 Cases
EUR 22	25 EUR	36 EUR

Please note that cases less than 6.01 litres will be charged at half rates.

1.2. Please request a quotation by emailing us at privateclients@exploreleclos.com for delivery queries regarding larger quantities or deliveries outside of mainland United Kingdom, including highlands and islands. Please note that notwithstanding the rates specified above in Clause 1.1, final delivery charges will be confirmed to you by quotation prior to dispatch.

1.3. In-Bond Transfers:

1.3.1. We provide transfer services for In-Bond Stored Wines from our Storage Facility in the United Kingdom within LCB Eton Park free of charge for up to 5 cases (9 litre or part thereof per case). Please request a quotation by emailing us at privateclients@exploreleclos.com for transfer queries regarding larger quantities within LCB Eton Park.

1.3.2. For transfer services for In-Bond Stored Wines from our Storage Facility to other bonded warehouses in the United Kingdom, we charge a flat fee of EUR 7 per case (9 litre or part thereof per case).

2. Delivery – France Storage Facility

2.1. If the Stored Wines are in our Storage Facility in France, we are able to facilitate delivery within the European Union. Delivery charges will be calculated based on the applicable courier's rate, plus an additional 10% handling charge, together with VAT at the prevailing rate, where applicable.

2.2. Please request a quotation by emailing us at privateclients@exploreleclos.com for delivery queries regarding larger quantities or deliveries outside of the European Union. Please note that notwithstanding the rates specified above in Clause 2.1, final delivery charges will be confirmed to you by quotation prior to dispatch.

3. Other Deliveries

3.1. Generally, we are able to provide the contact details for third-party wine shippers for deliveries to certain addresses outside mainland United Kingdom and the European Union. All such deliveries are subject to the terms, conditions, and policies of the third-party wine shippers. Please review these carefully.

3.2. Please note we are neither liable nor responsible for the actions or omissions of any third-party wine shippers and cannot guarantee the condition or delivery of the Stored Wines being delivered to you.

4. Other General Terms

4.1. Surcharges, delivery charges, taxes, and other applicable duties, may apply and will be detailed in the quotation provided by us or the third-party wine shippers, as applicable, for:

4.1.1. Deliveries to all other territories (including to the Dubai, United Arab Emirates).
4.1.2. Deliveries from our Storage Facility in the United Kingdom to any territory in the European Union.
4.1.3. Deliveries from our Storage Facility in France to the United Kingdom.

4.2. By selecting and confirming any Delivery Partner and delivery method, you indicate that you have read, acknowledged, agreed, and accepted the terms of service and privacy policy of such Delivery Partner. Further, the charges for delivery will be provided to you at the time of selecting the Delivery Partner and delivery method. We assume no responsibility nor liability for the privacy practices, nor any other actions nor applicability of any website or platform operated by any Delivery Partners nor services provided by any such Delivery Partners.

4.3. We are neither responsible nor liable for late or non-delivery of Stored Wines arising from incorrect delivery information. Further, we are neither responsible nor liable for any loss or damage to any Stored Wines in the event that you or an authorised third party recipient of the Stored Wines is not available at the delivery address at the time of delivery or where Instructions are given and accepted to leave the Stored Wines in a particular place.

4.4. We reserve the right to charge for any re-delivery for Stored Wines that have not been completed due to incorrect address information or where you or an authorised third party recipient is unavailable to take receipt of such delivery.

4.5. Any import taxes, charges, or duties or any other expenses in connection with such delivery will be solely your responsibility.

4.6. Deliveries should be inspected at the time of receipt to ensure that there are no breakages or shortages. Any grievances including for breakages or shortages should be recorded on the delivery note, failing which we may not accept consideration of any such claims. Absence of a delivery note shall not justify a refusal by you to pay.

5. Questions

5.1. If you have any questions regarding this Delivery Policy, please contact us at privateclients@exploreleclos.com.

Le Clos
Fees and Rates Policy

This Fees and Rates Policy ("Fees and Rates Policy") forms part of the Storage and Delivery Service Terms and Conditions ("Storage Service Terms") located in this document. All undefined capitalized terms used in this Fees and Rates Policy have their meaning ascribed to them under the Storage Service Terms.

We reserve the right to change, in our sole discretion, any of the terms of this Fees and Rates Policy by publishing the varied terms on the Website, with or without notice. Accordingly, you are responsible for reviewing regularly information posted online to obtain timely notice of such changes. As such, we recommend that you check the Website and your account regularly to ensure you are aware of our current terms. Your continued use of any part of the Storage Services after changes are posted constitutes your acceptance of the latest version of the Fees and Rates Policy as modified by the posted changes.

1. Storage Charges and Invoices – UK Storage Facility

    1.1. If the Stored Wines are in our Storage Facility in the United Kingdom, we bill cellaring charges annually each January at the following rates:

    - EUR 14.50 per case of 12 bottles (or 9 litre equivalent) per year.
    - EUR 7.25 per case of six bottles (or 4.5 litre equivalent) per year.

    1.2. Please note that interest will accrue on all unpaid amounts at a rate of 4.4% per annum above the Bank of England base rate, from the due date until payment in full.

2. Storage Charges and Invoices – France Storage Facility

    2.1. If the Stored Wines are in our Storage Facility in France, we bill cellaring charges annually each January at the following rates:

    - EUR 14.50 per case of 12 bottles (or 9 litre equivalent) per year.
    - EUR 7.25 per case of six bottles (or 4.5 litre equivalent) per year.

3. In-Bond Transfers To Storage Facilities:

    3.1. We would be delighted for you to consolidate your wines with us and take advantage of our low storage rates. Accordingly, we will not charge for transferring cases, under bond into Le Clos's storage at our Storage Facility in the United Kingdom.

4. Change in Owners

    4.1. All transfers of Stored Wines from you to another person ("Transferee") of Stored Wines in accordance with Clause 7 of the Storage Terms, will be subject to the payment of the following administration fees:

    - 7 EUR per case (or part thereof).

    4.2. In the event the Transferee does not have an account with us, you are liable to pay all charges for the period until the Transferee completes the onboarding process as described in Storage Terms.

5. Other General Terms

5.1. We generally invoice you annually, unless otherwise agreed between us. You are required to settle payments as per the instructions set out on the relevant invoice, which generally are through bank transfers or credit card payments. Please note that depending on your payment method, there may be additional service and administrative charges associated.

5.2. Extra charges and costs may be levied where we incur costs due to any requirements or Instructions issued by you, the Storage Facility, or any competent authority.

5.3. Please note that we have a general and particular lien on your Stored Wines (and any associated documentation or records) as security for payment of all sums claimed by us from you, or actually or prospectively payable to us, or relating to the Stored Wines. Transfer of ownership of the Stored Wines in terms of Clause 7 above does not affect the lien on the Stored Wines. Storage shall be charged for any Stored Wines detained under lien or where we are required by the Storage Facility or any competent authority to retain them.

6. Questions

6.1. If you have any questions regarding this Fees and Rates Policy, please contact us at privateclients@exploreleclos.com.