

THE RARE WINE CO. STANDARD TERMS OF SALE

Wines may be sold and delivered only to persons who are at least 21 years old.

For “pre-arrival” or “futures” purchases, availability dates are estimates only. For such purchases, the Buyer is responsible for any increase in Federal or state taxes, duties or fees which may be imposed between order confirmation and delivery.

If The Rare Wine Co. (TRWC) for any reason is unable to fulfill its obligations to the Buyer, TRWC’s sole obligation and the Buyer’s sole recourse shall be a refund of the purchase price.

Title to all goods will remain with TRWC until the goods have arrived in our warehouse and have been paid for in full.

TRWC will temporarily store your purchase at no charge to allow for appropriate weather conditions during shipment and delivery. Any merchandise you have ordered will be insured by us as long as it remains in our warehouse.

TRWC makes no warranty, expressed or implied, about the wine being sold except that TRWC is conveying clear title to the wine and, to TRWC’s knowledge, the wine is what its label describes it to be. Specifically, because wine by its nature is subject to change in the bottle over time, TRWC makes no warranty or guaranty of the quality or drinkability of any wine sold. **THE WARRANTIES SPECIFIED IN THIS CONTRACT ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

This contract is entered into in California and shall be enforceable there under the laws of that state.

SPECIAL TERMS & CONDITIONS RETAIL SALES ONLY

By placing an order for wine, the Buyer warrants that they are at least 21 years of age, and that they will be responsible for the shipment of this wine being received by a person at least 21 years of age.

All goods are supplied, ex-cellars, Sonoma, California, and must be paid for in full prior to delivery. Thus, all goods are sold in California and title passes to the Buyer in California. All shipping costs, including insurance and all applicable state and local government fees and taxes, are to be paid by the Buyer. California sales tax is payable on all taxable goods delivered in California.

SPECIAL TERMS & CONDITIONS OUT OF STATE RETAIL SALES ONLY

Sales made to out-of-state residents are required to be delivered out-of-state or California sales tax, as appropriate, will be applied to the purchase price.

TRWC makes no representation to the legal rights of anyone to ship or import wines into any state outside of California. The Buyer is solely responsible for the shipment of wines and is responsible for any loss or damage to goods once they have left our premises. By placing an order, you authorize TRWC to act on your behalf to engage a common carrier to deliver your order to you.

The Buyer is reminded that various states impose limitations on the quantity of alcoholic beverages which may be purchased and brought into their jurisdiction without requiring the purchaser, the seller or the shipper to possess certain licenses or permits. TRWC, as a condition of sale, assumes no obligation and bears no responsibility whatsoever for applying for or obtaining any such permits or licenses. Therefore, the Buyer is strongly advised to investigate such limitations and to determine the manner in which alcoholic beverages may lawfully be brought into states other than California. The Buyer is responsible for all applicable excise, use and sales taxes and fees due their state related to the purchase of any taxable goods.

If TRWC for any reason is not satisfied with the Buyer’s proposed shipping arrangements outside of California, TRWC will deliver the wine to the Buyer in California, in which case California sales tax will be payable by the Buyer. If no California delivery address is immediately available, TRWC reserves the right to charge the Buyer for storage and insurance until a delivery address in California is provided. All such charges must be paid in full prior to delivery.