

TERMS AND CONDITIONS OF SALE

1. GENERAL These Terms and Conditions of Sale (“Terms”) govern the sale of alcoholic beverages by Harper’s Club, LLC. (“HC”) to the direct purchaser of such product (the “Customer”) and represent the entire agreement between HC and Customer. These Terms supersede any and all previous agreements and understandings, whether written or oral. No modification or amendment will be valid or enforceable unless it is in a writing signed by both HC and Customer.

2. LEGAL AGE HC only sells alcoholic beverages to persons who are at least 21 years old in the U.S or such other minimum age as is required in non U.S. jurisdictions (“Legal Age”). By placing an order for alcoholic beverages with HC, Customer represents and warrants that: (a) Customer is at least of Legal Age; (b) the person to whom any alcoholic beverages will be delivered is also of Legal Age; and (c) the alcoholic beverages are being purchased for personal consumption only and not for resale.

3. PRE-ARRIVAL ORDERS HC offers certain alcoholic beverages on a pre-arrivals or futures basis. HC may provide Customer with estimated times for the delivery of such pre-arrival or future alcoholic beverages from time-to-time, but such estimates are not guarantees. HC will not be liable for any costs, expenses, or damage to Customer caused by any delivery delay.

4. ORDER CONFIRMATION AND CANCELLATION No order for alcoholic beverages will be considered confirmed until Customer has fully paid by credit card (or made other arrangements for payments acceptable to HC) and received an email or other written confirmation from HC confirming payment and acceptance of the order (“Order Confirmation”).

5. SHIPMENT AND DELIVERY HC will notify Customer when Customer’s order is ready to be shipped (the “Ready-to-Ship Confirmation”). All alcoholic beverages are sold in California, are subject to applicable California sales tax, and title and risk of loss passes to Customer in California upon issuance of the Ready-to-Ship Confirmation. HC makes no representations as to the legal rights of anyone to ship or import alcoholic beverages into any state outside of California. Customer is solely responsible for shipment of alcoholic beverages and for determining the legality and the tax/duty consequences of having the alcoholic beverages shipped. By placing an order, Customer is authorizing HC to act on Customer’s behalf to engage a common carrier to deliver Customer’s order. Alternatively, Customer may choose to pick up the alcoholic beverages at HC’s location, or make independent shipping arrangements. Any domestic U.S. shipment of alcoholic beverages requires the signature of a person of Legal Age and possessing identification proving they are of Legal Age. Delivery of alcoholic beverages to persons who are visibly intoxicated is prohibited.

6. WEATHER HOLD NOTIFICATIONS HC may recommend a delay in the shipment of Customer’s orders due to weather or shipping conditions that may damage alcoholic beverages in transit. HC will contact Customer if there is a hold on Customer’s order due to weather or shipping conditions (a “Weather Hold Notification”). If despite receiving a Weather Hold Notification, Customer requests that the order be shipped, HC will not be responsible for any claim of damages or loss of any or all of said order, Customer will be deemed to have waived its right to return or reject said order or any part thereof, and HC will not replace or refund said order or any part thereof for any reason.

7. STORAGE – If any Customer order is not shipped to Customer within 30 days of issuance of the Ready-to-Ship Confirmation for any reason, then Customer will be charged \$0.50 per bottle of alcoholic beverage per month or part thereof as a storage fee. No storage fee will be due for any time that storage is required due to a Weather Hold Notification. Customer must pay the storage fee before the order is released and shipped. HC will not be liable for any damage, loss or deterioration of Customer’s order stored by HC, except to the extent arising from HC’s gross negligence or willful misconduct. Customer will be solely responsible for obtaining any necessary or desirable insurance coverage for the Customer’s Order while it is stored by HC. These Terms shall be governed by the California Self-Service Storage Facility Act. Customer’s order stored by HC will be subject to a claim of lien and may even be sold to satisfy the lien of fees and charges due remaining unpaid for 14 consecutive days, as authorized by the provisions of the Act found at California Business & Professions Code §21700 et seq.

8. ACCEPTANCE OF ALCOHOLIC BEVERAGES; DAMAGED OR DEFICIENT ALCOHOLIC BEVERAGES Customer will inspect all alcoholic beverages upon delivery and immediately notify HC in writing of any damage or other deficiency of the alcoholic beverages. Absent delivery of such written notification to HC within ten calendar days of alcoholic beverages

delivery, Customer will be deemed to have accepted the alcoholic beverages as satisfying its order, and thereafter will not be entitled to reject or return the alcoholic beverages for any reason. HC may require Customer to return alcoholic beverages claimed to be damaged or deficient (including both opened and unopened ones) in order to determine if any refund or return is warranted. Returns and refunds are subject to HC’s investigation, review and final evaluation of the relevant facts and circumstances regarding a particular request by Customer. Alcoholic beverages shipped by HC to locations outside of the 48-contiguous United States, non-vintage alcoholic beverages, alcoholic beverages that are twenty years old or older, and any special order alcoholic beverages are sold “as-is” and cannot be returned or refunded for any reason.

9. DISCLAIMER AND RELEASE HC takes commercially reasonable steps in sourcing, procuring, and inspecting alcoholic beverages that it sells. However, it is impossible to know the complete provenance and condition of alcoholic beverages sold by HC. HC MAKES NO REPRESENTATION OR WARRANTIES WITH RESPECT TO THE ALCOHOLIC BEVERAGES SOLD, PURCHASED, SHIPPED, OR DELIVERED OR ANY SERVICES PROVIDED BY HC, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES ARE EXPRESSLY WAIVED AND DISCLAIMED. CUSTOMER HEREBY RELEASES HC, ITS AGENTS, OFFICERS, OWNERS, AND EMPLOYEES, FROM ANY CLAIMS, DEMANDS, DAMAGES, LIABILITY OR CAUSES OF ACTION FOR ANY MONETARY RECOVERY EXCEPT AS EXPRESSLY SET FORTH AND LIMITED IN SECTION 10 BELOW. BUYER HEREBY ASSUMES ALL RISKS CONCERNING AND RELATED TO THE QUALITY, DESCRIPTION, CONDITION, AUTHENTICITY, AND PROVENANCE OF ANY ALCOHOLIC BEVERAGES PURCHASED FROM HC.

10. LIMITATION OF LIABILITY HC’s legal liability for any claim arising out of these Terms, Customer’s purchase of alcoholic beverages from HC, HC’s sale of alcoholic beverages to Customer, HC’s storage of Customer’s order, or any services provided by HC to Customer, whether for negligence, breach, or upon any other basis in law or equity, will be limited to money damages in an amount which will not exceed under any circumstances the actual price paid by Customer to HC for the order in question (or part thereof). In no event will HC be liable for any special, indirect, punitive, incidental, or consequential damages.

11. CHOICE OF LAW AND VENUE All matters and disputes arising out of these Terms, Customer’s purchase of alcoholic beverages from HC, or HC’s sale of alcoholic beverages to Customer are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any suit brought in connection herewith must be brought in accordance with Section 12 below, and any such arbitration will take place in Los Angeles, California, the parties hereto hereby waiving any claim or defense that either forum is not convenient or proper. Each party hereby agrees that any such arbitration will have in personam jurisdiction over it.

12. BINDING ARBITRATION Any dispute, claim or controversy arising out of these Terms or the breach, termination, enforcement, interpretation or validity of any provision of these Terms, including the determination of the scope or applicability of these Terms to arbitrate, shall be determined by binding arbitration pursuant to Judicial Arbitration Mediation Services Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. The arbitrator is hereby expressly granted the authority to decide his/her jurisdiction hereunder. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with any court application for a provisional remedy or to enter judgment on the award, or unless otherwise required by law or judicial decision. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT, BY AGREEING TO BINDING ARBITRATION, THEY EACH WAIVE THE RIGHT TO SUBMIT THE DISPUTE FOR DETERMINATION BY A COURT AND THEREBY ALSO WAIVE THEIR RIGHT TO A JURY OR COURT TRIAL.