

# ***Terms & Conditions***

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**Please read these terms and conditions carefully before using the site to place your order for services supplied by Hecny Wine Cellar Limited. By using the site or any part of it, you agree that you have read these terms and conditions and that you have accepted and agreed to be bound by them.**

## **1. Interpretation**

In these terms and conditions, the following expressions shall have the following meanings:

"Bottles" means any wines or bottles of wines or any of them whether stored in case or not;

"Cases" includes case, box, carton or other storage container used for the storage of the Bottles;

"Charges" means the charges for each wine storage, retrieval, packaging, collection, delivery and other handling services relating to Bottles or Cases as published and amended by HWC from time to time;

"Customer" means a person, firm, company or body which contracts with HWC to provide the Services, whether he / she is the owner of Bottles or merely has possession of them;

"HWC" means Hecny Wine Cellar Limited;

"Month" means a calendar month;

"Services" means wine storage, retrieval, packaging, collection, delivery and other handling services relating to Bottles or Cases;

"Month" means win storage, retrieval, packaging, collection, delivery and other handling services relating to Bottles or Cases;

"Wine" shall refer to the Bottles and/or Cases; and also, Company means Customer.

## **2. Appointment**

You hereby engage – HWC – and HWC who hereby agrees to provide the Services at the Charges for each of the Services as published by HWC from time to time.

### **3. Registration**

3.1 You are required to register before placing any order for Services through this website. During the registration:

3.1.1 You must provide HWC with accurate, complete and up to date registration information;

3.1.2 You must safeguard your username and password;

3.1.3 You must authorise HWC to assume that any person using the site with your username and password is either You or is authorised to act for You;

3.2 HWC has the absolute discretion to refuse registration of a potential customer and to terminate the registration of any customer for any reason whatsoever.

3.3. You must inform HWC immediately of any changes to the information that You provided so that HWC can communicate with You effectively.

B4. The Customer must inform HWC immediately of any changes to the information that he provided so that HWC can communicate with him effectively.

### **4. Early Termination**

If You make default for 14 days in payment of any sum payable hereunder or fail to observe or perform any other term or condition herein or if You have a receivership order made against You or have passed a resolution to wind up or a petition to wind up or bankrupt You have been filed or You have given a notice to terminate the Services contracted with HWC not in accordance with Section E hereof, HWC may by written notice forthwith terminate this agreement with You and thereupon this agreement shall for all purposes determine without prejudice to rights and liabilities which have accrued or incurred before termination. Subject to Section F hereof, You shall forthwith pay HWC the Charges (if any) for the unexpired period between such determination and the date on which this agreement would have expired if the prescribed notice is served pursuant to Section E hereof as reasonably determined by HWC.

### **5. Termination**

Unless otherwise agreed between the parties, the Services shall continue until one month's notice of termination in writing is given by one party to the other. HWC reserved the final right of the termination under any circumstances.

## **6. Minimum Storage Charge**

The minimum storage charge is six months. No refund or credit will be given to You if a Bottle or Case is retrieved by You during the course of the 6 months period. HWC will stop charging You for the Bottle or Case from the commencement of the next six months of storage after the retrieval by You.

## **7. Payment**

All Charges are due upon the presentation of the relevant invoices to You and if You fail to pay any sum payable within 14 days after the payment is due, HWC shall be entitled to charge interest at 2% per month for any overdue Charges payable by You from due date to actual payment.

## **8. Lien**

HWC shall have a lien over the Wine for any overdue Charges. HWC may refuse to release the Wine stored by You if there are overdue Charges. For the avoidance of doubt, the usual Charges for the storage of the Wine shall continue to accrue when they are being kept by HWC in exercise of its lien for any overdue Charges. If any Charges and/or interest remain overdue for over 6 months after the same has been demanded in writing, HWC shall be entitled at its discretion to sell (by public auction or private treaty) or otherwise dispose of the wine without further notice to You and apply the sale proceeds (if any) to pay such outstanding Charges and interest.

## **9. No Refund Policy**

The Charges for the Services of HWC are payable immediately upon signing of an Order Confirmation. HWC maintains a no refund policy unless HWC fails to provide the services or goods ordered by You.

## **10. Conditions**

HWC gives no warranty as to the quality and fitness of the packaging material provided or used. Unless otherwise specifically agreed in writing, HWC may vary, without being obliged to inform You, the location, facilities, methods and/or conditions of rendering the Services which may be provided by itself, its servants, associates, agents and/or sub-contractors.

## **11. Records**

The records of HWC in respect of the Services provided and the Charges and payment therefor and the location and disposal of the Wine shall be final and conclusive for all purposes and You agree not to challenge or in any way dispute the contents of such records.

## **12. Surrender**

You shall not store in the Bottles or the Cases any item which is or may be unlawful, illegal or dangerous. HWC may without notice or liability to You surrender the Bottles and/or the Cases to any governmental authorities upon request or demand or to any other party pursuant to any court order. HWC shall not in

any way be liable or responsible to You for any loss or damage which may be suffered or sustained by You arising there from and You shall fully indemnify HWC against all actions proceedings claims and demands of whatever nature by whomsoever relating thereto.

### **13 Limited Liability**

L1. Except to the extent that any loss or damage to the Customer is incurred due to or arising from the willful default of HWC, its employees or agents,

13.1 HWC its employees or agents shall not in any circumstances be liable and otherwise responsible for any direct, indirect or consequential loss damage to You or any third party for:

13.1.1 Any loss, damage, deterioration, misplacement, destruction, late delivery or non-delivery or unavailability of or to any Bottles or Cases deposited and stored with the Company by its Customer howsoever causes: or

13.1.2 any breach of any confidentiality although HWC will use all reasonable endeavours to maintain adequate security designed to protect the confidentiality of the Bottles or Cases stored by it; or

13.1.3 permitting access to the Bottles or Cases to a person who is, or reasonably appears to be, an authorized person by virtue of the similarity of the signature provided by such person to the specimen signature of the authorized person.

13.2 For the avoidance of doubt and without prejudice to the generality of (13.1), HWC shall not be liable howsoever for any loss or damage to You or any third party arising from or as a result of events including but not limited to the following:

13.2.1 Strike, lock-out and/or civil commotion;

13.2.2 War, war-like or hostile actions;

13.2.3 Any government action or intervention;

13.2.4 Sudden change in political situations preventing previous and prevailing normal and usual practice in trading; and

13.2.5 Act of God

13.3 You acknowledge that HWC will not be able to verify the nature, value and contents of items (if any) contained in each Bottle and/or Case deposited and stored with HWC from time to time.

13.4 Save and except for personal injury to or the death of any person which shall have occurred in connection with the provision of the Services under this agreement and, subject to sub-paragraphs (13.1) and (13.2) above, the liability of HWC for any loss of or damage to any Bottle or Case payable to the Customer shall be limited to the maximum amount of HK\$1,000 and subject to limits, terms, conditions

and exclusions of the insurance policy coverage arranged by HWC. Nothing in this agreement shall impose any personal liability on any member of staff, agent or adviser of HWC.

#### **14. Notice of Claim**

You shall notify HWC in writing within 14 days after it has or should reasonably have known of such cause of claim otherwise HWC shall not be liable therefore.

#### **15. Collection and Delivery**

HWC will record the details of Wine collected from You. All discrepancies and/or damages discovered will be marked and signed by You and HWC. HWC will report to You all discrepancies between the Wine collected and the order Confirmation within 7 days after collection. In the case of any dispute, the records of HWC prepared when the Wine is collected shall be final and conclusive.

#### **16. Data Privacy Policy**

HWC is absolutely committed to protecting the privacy of Customers. Whilst HWC do obtain identifying personal information from You, such as names, email addresses and delivery addresses, this information is collected for the purposes of administering the registration and fulfilling the Services ordered by You under this agreement. HWC collects Customer data which will be used in connection with the provision of the Services to Customer. You agree that these data may be used for business administration and direct marketing purposes by HWC and its associated companies. You may, on a no charge basis, make requests for access to data or correction of data or policies and practices and kinds of data held and to restrict or to cease to use your data in writing to HWC at [5/F, D.J. Building, 173 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong]. If You have any questions regarding privacy issues online, please contact [op@hecnwinecellar.com].

HWC will not discuss or amend any of the Customer's account information or account details nor accept any trading instruction without prior confirmation of the Customer's account identification, password and/or other security details (at HWC's discretion).

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These terms and conditions shall be governed by the laws of the Hong Kong Special Administrative Region, the People's Republic of China and the Customer and Hecny Wine Cellar Limited agree to submit to the exclusive jurisdiction of the Hong Kong courts. Hecny Wine Cellar Limited may revise these terms and conditions at any time without prior notice. If any dispute arises, Hecny Wine Cellar Limited's determination shall be final. Where these terms and conditions are available in Chinese, the English version is the governing version and shall prevail whenever there is a discrepancy between the two versions.