

WPW Wine Storage, LLC. (“WPW”)

CUSTOMER AGREEMENT

1. CHARGES

- a) Storage Rates are subject to change upon 30 days written notice to the customer on an annual basis.
- b) The initial minimum 12-month storage charge is payable in advance and is non-refundable.
- c) The storage client (“Customer”) will be invoiced for subsequent 12 month periods 30 days prior to the beginning of such period. Invoices not paid in full within 30 days after such invoicing are subject to a delinquency charge of 1% a month and will subject the goods stored to sale as provided herein.
- d) All Customers must keep on file at all times at WPW valid Visa, MasterCard, Discover, or American Express account information. Each storage account shall be charged the full renewal amount on the annual anniversary date, unless written notice is received from the storage customer at least thirty (30) days prior to said anniversary date.

2. TENDER AND REMOVAL

- a) All goods for storage must be delivered by the Customer to the warehouse properly packaged for storage and handling and clearly marked with the Customer’s name and box number. A complete inventory of all goods, itemized by box/package, must accompany the goods. A bin number(s) will be assigned by WPW to each Customer. WPW reserves the right to inspect stored wines and match these to the submitted inventory. WPW accepts no responsibility whatsoever for the identity of the owner of the goods except as marked thereon, nor of the contents of any box/package.
- b) No goods shall be delivered or transferred from the warehouse to other than the Customer at the address set forth below except upon receipt of specific written instructions from the Customer.

3. FURTHER SERVICES

This Agreement shall apply to any services (in addition to the storage of goods) rendered by WPW including, but not limited to, pick-up and/or delivery of the goods, handling, repackaging, and inventory.

4. LIEN

WPW claims a lien against all goods delivered herewith, or at any time thereafter, for storage by the Customer, and upon the proceeds of any sale thereof, for storage and service charges, and for any and all costs and expenses incurred in the maintenance of the goods and their sale pursuant to law.

a) Any goods for which storage or other charges remain outstanding 90 days after notice thereof may be sold by WPW. The proceeds of such sale shall first be applied to any indebtedness owing to WPW and to any costs and expenses incurred with respect to the goods, the sale, and any efforts to collect such indebtedness. Any excess shall be remitted to Customer.

b) CUSTOMER HEREBY WAIVES ALL REQUIREMENTS OF NOTICE, ADVERTISEMENT AND DISPOSITION OF PROCEEDS REQUIRED BY LAW WITH REGARD TO AND IN FURTHERANCE OF THE WAREHOUSEMAN'S LIEN.

5. LIABILITY

WPW assumes no liability whatsoever for any loss or damage to goods stored. However, insurance coverage is provided by WPW. This insurance provides for direct physical damage subject to the terms, conditions and exclusions of the policy, but no deductible will be charged to you.

a) The responsibility for placing an insurable value on wine in storage (and informing WPW of any material increase in value), and communicating that value in writing to WPW, is your sole responsibility.

b) If you choose to carry your own insurance on the wine stored with WPW, you must provide WPW with a waiver of subrogation from your insurance company as a condition of this Agreement.

6. NO WAIVER

The failure of WPW to insist upon strict compliance with any provision of this Agreement, or to exercise any right or remedy hereunder, shall not constitute a waiver by WPW of the provision or stop it from hereafter demanding full and complete compliance therewith, or prevent it from exercising such right or remedy in the future. .

7. STANDARD TERMS AND CONDITIONS

Standard terms and conditions (attached hereto) are incorporated herein by reference into this Agreement.

AGREED TO BY:

WPW Wine Storage, LLC.

BY: _____

Customer Signature

Customer Bin Number(s): _____

Customer Name

Customer Address

Customer telephone: _____

Customer fax: _____

Customer e-mail: _____