

**BELMONT WINE EXCHANGE LLC
CONSIGNMENT – TERMS AND CONDITIONS**

1) PRICING

List pricing of consigned wines are mutually agreed by the Consignor and Belmont Wine Exchange LLC (“BWE”). BWE will notify the Consignor of any offer below list price which, in its opinion, is made in good faith.

2) ADVERTISING

BWE will photograph, provide suitable ratings and descriptions (if available) of consigned wine. All wines will be promoted on BWE’s website, wine list, and promotional e-mailings. BWE will use its best efforts to promote and sell consigned items.

3) CONSIGNMENT RATE

BWE’s commission is 18% of the sale price. This does not include shipping costs or sales taxes which are paid by the purchaser. For example, if a bottle of wine is sold for \$100, the Consignor will receive \$82.

4) PAYMENTS

Payment to Consignor is made by check at the end of each month for all sales made during that month. Upon request, BWE will make an immediate payment by check on any amounts due. Unless otherwise directed, payments are sent by first class mail.

5) CONSIGNMENT PRECEDENCE

In the case of identical wine and pricing from BWE and/or other Consignors:

- a) Consigned wine is sold before those belonging to BWE;
- b) The earlier consigned wine is sold before consigned wine received later.

In the case of identical wine where pricing differs between Consignors or BWE; that with the lowest list price is sold first.

6) HOLD ITEMS

BWE will occasionally place certain items on hold while negotiating a sale. This is typically for a limited duration and the Consignor will be advised.

7) RETURNING WINE

The Consignor may at any time request the return of part or all of his wine which has not yet been sold.

BWE reserves the right to return any remaining consigned wine to the Consignor at any time.

8) SHIPPING

The Consignor is responsible for shipping costs to BWE and for any unsold items which are to be returned to the Consignor, at Consignor’s request. The Consignor is responsible for insuring his lot during shipment. This is typically about 0.7% of value. Please note that “declared value” by FedEx or UPS covers only breakage or loss during shipment. It does not cover damage due to heat or leakage.

9) INSURANCE

BWE is fully insured for all wine stored at its facility. A copy of insurance summary is available upon request.

10) STORAGE

All consigned wine shall be kept by BWE in a temperature controlled storage room, alarmed, and set up with security cameras. Wines are kept in cardboard boxes in metal cabinets. Consigned wines are required to be held on site at BWE. BWE shall provide a signed receipt for all wines received.

11) WARRANTY

The Consignor warrants that he/she is the sole owner of the property and that they have the full legal right to sell or cause the property to be sold; that the property is and will remain free of liens; and that the clear title and right to possess the property will pass to the buyer. The Consignor indemnifies and holds us harmless from any claims, damages, expenses arising out of any failure or breach of your representation and warranties.

12) CONDITION

Consignor warrants that the consigned wine is in good condition and stored, to the best of his knowledge, under ideal conditions. All wine will be inspected and reviewed by BWE upon receipt.

13) TITLE

Consignor is and shall remain at all times the owner and titleholder of the consigned wine. The consigned wine shall not be carried on the Consignee's books as an asset of Consignee, nor shall any cost thereof be carried thereon as a liability of Consignee.

14) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement or the application of any such provision to any person or circumstances shall, to any extent, be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected by such illegality, invalidity or unenforceability, and each remaining provision of the Agreement shall be valid and enforceable to the full extent permitted by law.

15) VENUE

The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in courts located in Alameda County, California.