

WINE STORAGE AGREEMENT AND CONTRACT



The following agreement is between **Wine Cellar Pty (Ltd)**, hereafter referred to as **'Landlord'**, and **(Name and surname)** _____, hereafter referred to as **'Owner'**.
By signing this document, the Owner acknowledges (1) the suitability of the storage facilities and (2) reading and agreeing to the terms and conditions.

OWNER DETAILS

Postal address:	
Physical address: (for delivery)	
* Email:	
Telephone number:	
Cellphone number:	
* ID no.:	

NEXT OF KIN DETAILS

Name and surname:	
* Email:	
Telephone number:	
Cellphone number:	

Owner signature: _____	Landlord signature: _____ Accepted on behalf of Wine Cellar Pty (Ltd)
Date: _____	Witness signature: _____

WINE CELLAR CELLARING AGREEMENT

The Landlord having certain space available in the cellars at Price's Park, Nelson Road, Observatory or Securistore, 609 Voortrekker Road, Maitland, for storage ("the Premises" or the "Wine Cellar"), agrees to allow the Owner (as defined in the signed Wine Storage Agreement to which these terms are annexed) to store wine and spirit bottles (hereinafter referred to as wine unless the contrary is indicated) in the cellars on the terms and conditions of this document (the "Agreement"):

1. STORAGE SERVICES

The Wine Cellar is intended to provide the Owner with a location to store the Wine for the purposes of undisturbed ageing. The Wine Cellar is not specifically secure against theft or damage from fire, flood or the elements, and the Owner acknowledges that the storage services are expressly limited on that basis.

2. PERIOD OF STORAGE

The minimum initial storage period shall be for 6 months of a calendar year, unless otherwise agreed upon, provided that either party may cancel this Agreement at any time on 30 days notice. Storage will be invoiced bi-annually in arrears in March and September at the effective weekly rate. The storage period shall be automatically extended annually for a further calendar year should the Owner not give the Landlord notice of his intention to withdraw the stored wine at least 15 days before the expiry of the initial or any extended storage period of one year.

3. COST ALLOCATION AND SALE TO DEFRAY COSTS AND EXPENSES

- a. Charges for other bottle sizes, rooms, private bins and pallets are set at different rates, which will be advised on request.
- b. Storage charges are to be paid on presentation of invoice which will be presented in arrears to the owner bi-annually during March and September or at the commencement of their storage contract.
- c. PLEASE TAKE NOTE: In the event of the Owner not effecting payment of storage costs as per invoice within thirty days of written demand to the Owner's domicilium address, the Landlord will be entitled to sell the Owner's wine to defray storage costs and any other expenses incurred by the Landlord as a result of the Owner's breach.
- d. Wine being stored will not be released or transferred until all storage costs are paid up.
- e. Charges are reviewed on an annual basis and will escalate at a minimum rate equal to the year-on-year change in the headline consumer price index as published by Statistics South Africa (<http://www.statssa.gov.za>) unless otherwise communicated to the Owner at the time of invoicing.
- f. Clauses 3 and 5 contain additional storage and withdrawal charges.

4. STORAGE PACKAGING

The wine must be stored in sealed case lots of the same type and the storage of single bottles or uncased wine is not advised. Should the Owner wish their mixed cases to be fully catalogued, a once-off fee of R6 per wine type will be charged.

5. OWNERSHIP OF WINE

Should there be any transfer of ownership of the contents of a storage lot, the Landlord shall be notified in writing thereof. Owners will have access to their own account records on Company's database, which will advise them of their stock on the premises. This is updated as and when the Owners' stocks are increased or decreased. All cases are bar-coded, unless advised otherwise, for ease of recognition/packing and may be stored at any location on the premises at the Landlord's discretion.

6. DEPOSITS AND WITHDRAWALS

The deposit or withdrawal of wine will be available through the offices of the Landlord from 08h30 to 16h30 on weekdays, excluding public holidays. Prior notice of 24hours needs be given before the collection of a withdrawal. Unless otherwise agreed with the

management of the Landlord, access to the premises will not be allowed outside of these days and times. Withdrawals of full cases will not be charged a handling fee. Single bottles withdrawals or partial cases will be charged at R5 per withdrawal. The Owner's intention to withdrawal must be communicated via email (info@winecellar.co.za) or Fax (086 631 7931) only.

7. NO LIABILITY OF LANDLORD

The Owner recognizes that the storage services provide by the Landlord is intended only to provide a location for the undisturbed ageing of bottles of wine. The Landlord has taken steps to avoid theft and damage, but cannot absolutely ensure against those eventualities. Accordingly, the Landlord shall have no liability for any loss, damage or injury which the Owner or any other party may suffer by reason of any breakages to the goods stored, or any latent or patent defects in the Premises, or fire or flood or flow of water at the Premises, or theft from the Premises, or by reason of the Premises or the Building or any part thereof being in a defective condition or state of disrepair or any particular repair not being effected by the Landlord timeously or at all, or arising out of the functioning or malfunctioning of the air-conditioning (if any) serving the Premises, or the functioning or malfunctioning of the electricity supply to the Premises, or arising out of viz major or causa fortuitous or from any other cause whatsoever, whether within or beyond the Landlord's control and whether from any act or omission by the Landlord, its servants, agents or employees.

The Owner and any person accompanying him on the premises, enter the premises solely at his/their own risk and the Landlord shall bear no liability for any injury or loss to their person that the Owner or any person accompanying him may suffer on the premises, however such injury may arise.

The Landlord further bears no liability for any loss or damage of or to the Owner's motor vehicle or contents thereof that may occur while the Owner is accessing his wine at the premises.

8. NATURE OF GOODS STORED

The Owner undertakes not to store on the premises anything that might have offensive odours, constitute a fire hazard, be explosive or which may in any way damage the premises or be offensive in any way. Should the Owner fail to remove such stored goods within seven days of demand, the Landlord may, at its discretion remove such goods from the premises to other premises at the cost of the Owner. Should the Landlord in its sole discretion consider such goods to represent an immediate and present danger they may remove such goods from the premises without notice to the Owner. Owners are advised not to lodge distilled spirits (brandy, whisky or similar beverages with alcohol levels exceeding 25% by volume) for storage with the Landlord and are specifically required to declare the presence of any such distilled spirits so lodged.

9. NO WARRANTY AND OWNER'S WARRANTY AS TO SUITABILITY

The Landlord is only providing a location for storage. The Landlord does not make any warranties or representations that the storage space or conditions are fit for the storage of wine. The Landlord has made the storage space available for inspection by the Owner, and the Owner records that he has inspected the storage space and confirms that he has satisfied himself as to the suitability thereof.

10. DESTRUCTION, DEATH AND INSOLVENCY

Should the building in which the storage space is situated be destroyed or damaged to an extent which prevents the continued storage of wine neither the Owner nor any other interested party shall have a claim of any nature against the Landlord. Storage payments are not refundable. In the event of the death or insolvency of the Owner, the Landlord will release the wines to the Executor, Trustee or Liquidator of his estate. The Landlord's records of ownership of wine will be accepted as prima facie proof of ownership.

II. REMOVAL OF WINE FROM CELLAR

The Owner shall give the Landlord 15 days notice of his intention to remove all the stored wine from the premises (this is not applicable to the casual withdrawal of some the owner's wine). The Landlord may deny a customer access to the premises prior to settling any arrears account. The owner shall personally authorize a withdrawal of any wine from the premises; either by collecting the wine (and identifying him/herself if not recognized by the Landlord's employees on duty) or by providing a third party collecting the wine with written authority to do so. The ID and vehicle registration of all persons removing goods from the premises will be recorded.

12. RISK TO STORED WINE

- a. The Owner is to note: the wine is stored at the sole risk of the Owner.
- b. Without making any warranty or representation, or to limit the other provisions of this Agreement in anyway, from 1 March 2012, all wine stored on the premises will be insured by the Landlord on behalf of the Owner against partial or total loss by reason of fire or flood up to R450 per 750ml bottle (and pro-rata for other case and bottle sizes). The cost of this insurance cover is included in the charges for the year as under clause 2 above. In the event of any claim upon this insurance the Landlord's records of ownership of wine will be accepted as prima facie proof of ownership and the generally accepted market price of the wines (established from trade journals, auction records or prices determined by the Landlord's employees and other trade experts) will determine the value (up to the above maximum of R400 per 750ml bottle to be claimed from the insurers). Any changes to the insurance cover per case of wine will be communicated to the Owner at the time of invoicing.. It is re-iterated that the insurance to be taken out by the Landlord as referred to in this clause in no way detracts from the "no liability" of the Landlord as referred to in clause 6 above, nor from the fact that the wine is stored at the owner's sole risk. The Owner waives and abandons any claims against the Landlord for loss resulting from damage to the wine stored at the Wine Cellar which is in excess of the proceeds of any insurance policy taken out by the Landlord – where the insurance policy pays any amount with respect to such loss, the payment of that amount to the Owner will exhaust all the Owner's claims against the Landlord. Where the insurance policy does not cover such loss, the Owner will have no claim for such loss against the Landlord. Owners are urged to take out "all risk" insurance for their wine, stipulating that it is stored at the Wine Cellar, in particular where such wine is valued over and above R400 per 750ml bottle (or as reviewed annually) including insurance against risks perceived by the Owner other than fire and flood.

13. SECURITY AND PARKING

The Owner agrees to accept directions by the Landlord's security staff.

14. BREACH

If any Party breaches any material provision or term of this Agreement then the aggrieved Party shall be entitled without notice, in addition to any other remedy available to it at law or under this Agreement, including obtaining an interdict, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved Party's right to claim damages. The Owner's attention is specifically drawn to their consent given in this agreement at paragraph 2 above for the stored wine to be sold to defray expenses in the event of non-payment of the storage costs.

15. DOMICILIUM

The Owner accepts the address indicated on the face of this document as his domicilium citandi et executandi. The Owner must advise the Landlord in writing of any change in such address.

16. LEGAL COSTS

In the event of the Landlord incurring any legal costs as a result of the Owner's breach of any of the terms and conditions of this agreement, and/or as a result of instituting or defending an action by or against the Owner which leads to a judgment in the Landlord's favour the Owner is responsible for such costs on the attorney and own client scale, including collection commission and tracing fees.

17. NO VARIATION, NO WARRANTY AND ENTIRE AGREEMENT

This document contains all of the terms and conditions of the agreement between the parties. Any variation of these terms is to be reduced to writing and signed by both parties to this agreement failing which it will be of no force and effect. No representations nor warranties have been made by the Landlord to the Owner other than those contained in this agreement.