

## TERMS AND CONDITIONS OF SALE

Please read the following information carefully before placing any bids. All bids are final after submission. Please verify your information before bidding.

### Conditions of Sale

Please note: You must be at least **18 years of age** to participate in our auctions.

The property offered at public auction by MW wines pty ltd acn 96 006 419 478 at the published dates will be subject to the following terms and conditions:

- (1) Every attempt has been made to describe all property as accurately as possible. However, MW wines does not warrant or represent, and denies responsibility for, the accuracy of the published descriptions, encompassing but not limited to vintage, provenance, authenticity, quality and condition as may be stated in our catalogues or on our Website. Any and all statements made relating to the property are merely statement of opinion and at no time can be construed as warranties and representations of fact or assumptions of any liability on the part of MW wines as we often rely solely upon representations made to us by our Vendors. Where any error or omission in the catalogue is known by MW wines, the Auctioneer will announce the correct information prior to the lot being sold.
- (2) Buyers accept all purchases on a "as is" basis. Notwithstanding any other terms of these Conditions of Sale, should MW wines receive any written claims within 7 calendar days of the auction that any property is with a shortage, or otherwise out of condition, or that any statement is without basis, then MW wines will fairly assess such claims through inspection of the property or by any other just means, and may (at it's sole discretion) cancel the sale and refund the purchase price. At all times the decision of MW wines will be final and binding on all parties.
- (3) The term "final bid" as used herein shall refer to the price at which any lot is knocked down (hammer price) to the buyer. The purchase price, due from the Buyer, shall be the aggregate of the final bid (which includes GST (if applicable)) plus the current buyers premium (current rate is 15.0% of the final bid inclusive of GST). The complete purchase price, including relevant Packaging and Handling costs, Freight and mandatory insurance charge of 1.1% (all including GST) will be due and payable by the Buyer. Title to the property will not pass until full payment is received by MW wines. No property will be released to the Buyer until MW wines receives payment in full. Any applicable storage or shipping charges must also be received prior to the release of the property.
- (4) All MW wine auctions are conducted in AUD Dollars. The winning bidder will be charged in AUD Dollars for the hammer price, buyer's premium, insurance, and shipping cost. For International Buyers the actual amount to be paid in your home currency will be determined by the exchange rate used by your credit card company at the time you are actually charged.
- (5) It may be assumed that a reserve, or confidential minimum selling price, has been established on all lots. Should bidding not meet the reserve price, MW wines will enforce the reserve by bidding.
- (6) The highest acceptable bid received at the fall of the hammer shall be the Buyer. In the event that two or more identical absentee bids are received, then the earliest highest bid shall be deemed the successful absentee bid. Bidders who are present during a live bidding session and whose bids are equal to an absentee bid, shall take precedence.
- (7) Bids submitted to MW wines are processed and executed as a service and convenience to bidders. MW wines (nor its staff) shall be responsible for any failure to execute such bids or any error relating to the same.
- (8) Should any buyer fail to fully comply with these Conditions of Sale, MW wines may hold the buyer liable for the purchase price or resell the property after reasonable notice is given to the Buyer. Any deficiencies attending the resale of property shall be the liability of the defaulting Buyer, along with any storage or legal fees and any other expenses or damages incurred by MW wines.
- (9) All items will be released to the successful Buyer upon payment of the full purchase price and all other costs. Title shall not pass to the buyer until all funds are cleared. All lots are delivered by the Buyer's preferred method of shipping or by MW wines preferred selection if no Buyer preference is indicated. Buyers shall assume full

responsibility for shipping expenses, which, includes Packaging and Handling costs, Freight Costs and a 1.1% insurance charge.

- (10) International Buyers or Buyers who wish to ship to an International address are wholly responsible for any/all duties and customs charges incurred in shipping their purchases from the country of auction to their desired shipping address. To the extent that MW wines provides estimates of shipping, customs and duty charges, these should be treated as ESTIMATES ONLY, the Buyer is responsible for the actual charges incurred.
- (11) The Buyer becomes the owner of the wine prior to its shipment. Provided that the insurance fee has been paid to MW wines prior to shipment and that MW wines has arranged the shipment on behalf of the Buyer, MW wines shall reimburse the Buyer for any wine, which is lost or broken during shipment. MW wines will take all precautions to package the wine according to industry standards to minimise the possibility of damage. MW wines will use only reputable carriers who will safeguard the shipment as much as possible given the nature of the commodity. Insurance covers loss or breakage ONLY. It does not cover any loss or damage due to exposure to hot temperature, shipping delays, or defects in or failure of any cork or other bottle closure method.
- (12) As the conducting of this auction is located in Victoria – Australia, all wines are to be sold in Australia and title passes to the Buyer in Victoria - Australia. MW wines make no representation as to the rights of anyone to import wine into any country outside Australia. In the event that a winning bid is placed by a resident of a state or country which restricts the personal importation of wine, the wine will be held at the MW wines facilities until the Buyer makes arrangements to ship the lot to an address in a state or country which permits such shipments. After 30 days, storage charges shall accrue at a rate of \$2.20 per case or partial case per month, and must be paid prior to the release of the wine.
- (13) The buyer is solely responsible for collection of the wines purchased at auction. By participating in the MW wine auctions, you authorise us to act on your behalf to engage a common carrier to deliver your wine to the location you specify. Wines may be sold and delivered only to persons who are at least 18 years old. By placing bids in these auctions, you acknowledge that you are at least 18 years old, and the person to whom your wine will be delivered is also at least 18 years old. The person receiving delivery may be required to show identification proving that he or she is at least 18 years old.
- (14) If MW wines has arranged your freight and it is delayed or arrives broken, contact MW wines (not the carrier). MW wines insures all shipments, so in the event of loss or breakage MW wines will handle all claims. Do not contact the carrier directly. Wines spoiled by changes in temperature cannot be recovered. Therefore, choose your shipping address carefully. We cannot replace wine damaged by heat or cold exposure.
- (15) Special Notice - Though every effort is made to describe or measure the levels of older vintages, corks over 20 years old begin to lose their elasticity and levels can change between cataloguing and sale. Old corks have also been known to fail during or after shipment. There is always a risk of cork failure with old wines and due allowance must be made for this. Under no circumstances can an adjustment of price or credit be made after delivery.
- (16) The laws of the State of Victoria shall govern the rights and obligations of all parties. MW wines is fully licensed in Australia to conduct wine auctions.