

| | |
|-------------------|--|
| Official Use Only | |
| Account No.: | |

PRIVATE WINE STORAGE ACCOUNT APPLICATION FORM

| | | |
|--|------------------------------|----------------------------|
| APPLICANT'S PARTICULARS (This information will be used to validate your identity) | | |
| NAME PER NRIC / FIN / PASSPORT: | | NRIC / FIN / PASSPORT NO.: |
| GENDER * M / F | DATE OF BIRTH (d/m/y) / / | EMAIL ADDRESS: |
| CONTACT NUMBERS: | | |
| | (HOME) | (OFFICE) |
| HOME ADDRESS: | | |
| BILLING ADDRESS: <input type="checkbox"/> Same as Home Address. | | |

| |
|---|
| PAYMENT DETAILS |
| I, the above named Applicant, agree to make payment for all charges associated with my XII Deg Wine Storage Account as follows: |
| <input type="checkbox"/> CHEQUE, MADE PAYABLE TO 'TWELVE DEGREES PTE LTD', TO BE RECEIVED WITHIN SEVEN (7) DAYS OF THE DATE OF INVOICE. |

| |
|---|
| STATEMENT OF APPLICATION |
| I, the above named Applicant, agree to abide by the Terms and Conditions governing the Twelve Degrees Pte Ltd Wine Storage Account, subject to such modifications, amendments, alterations and review as may be made from time to time at the sole discretion of Twelve Degrees Pte Ltd. I agree to make payment in full for services rendered. |
| Signature of Applicant: X Date: |

| | |
|--|--|
| AUTHORISED OPERATORS | (Please strike out this section if you do not wish to nominate any Authorised Operators at this time. If you only wish to nominate one Authorised Operator, please strike out "Authorised Operator 2") |
| I, the above named Applicant, would like to nominate the following Authorised Operators, granting him/her/them full authority over my wine storage account including, but not limited to, authority to withdraw. I agree to indemnify Twelve Degrees Pte Ltd against any loss directly or indirectly caused as a result of Twelve Degrees Pte Ltd following the instructions of the Authorised Operator/s. | |
| Signature of Applicant: X Date: | |

| | | |
|---------------------------------|-----------------------|--------------------|
| AUTHORISED OPERATOR 1: | | |
| NAME PER NRIC / FIN / PASSPORT: | GENDER * M / F | SPECIMEN SIGNATURE |
| NRIC / FIN / PASSPORT NO.: | DATE OF BIRTH (d/m/y) | |
| MAIN CONTACT NUMBER: | | |
| AUTHORISED OPERATOR 2: | | |
| NAME PER NRIC / FIN / PASSPORT: | GENDER * M / F | SPECIMEN SIGNATURE |
| NRIC / FIN / PASSPORT NO.: | DATE OF BIRTH (d/m/y) | |
| MAIN CONTACT NUMBER: | | |

* Delete where not applicable.

Terms and Conditions of Wine Storage

1. Scope and Governance

These Terms and Conditions govern the provision of warehousing, inspecting, collecting and delivering of Goods (by which is meant 'wines, spirits, alcoholic beverages or any other item that is entrusted to the Company or its representatives'), data and any other services between TWELVE DEGREES PTE. LTD. (hereinafter referred to as the 'Company') and the person or legal entity (the 'Customer') requesting such services and shall be deemed to be incorporated and to be a condition of any agreement between the Company and the Customer.

These Terms and Conditions are subject to amendment at the sole discretion of the Board of Directors of the Company and without prior notice to the Customer. No representative or employee of the Company shall otherwise have authority to amend or differ from these Terms and Conditions.

These Terms and Conditions shall be administered and construed in accordance with the laws of the Republic of Singapore. If any of these Terms and Conditions is deemed to be unacceptable under such legislation, only that portion shall be regarded as void; all other portions thereof shall remain in force.

These Terms and Conditions shall be made available for examination on the Company's website (www.12deg.com).

2. Declaration of Ownership of Goods and Acceptance of Terms and Conditions

The Customer expressly guarantees that they are the owners, or are authorised agents of the owners, of any and all Goods entrusted to the Company for the provision of the Company's services.

By signing on each page of the Company's account application form, the Customer signals agreement to be bound by these Terms and Conditions. The Customer affirms that they are allowed to accept and are accepting these Terms and Conditions for themselves, or are authorised to accept and are accepting for and on behalf of the owners of said goods, or for the subsequent owners of said Goods.

3. Harmful Goods

Except unless previously agreed in writing, the Company shall not accept or deal with any Goods deemed to be harmful or likely to cause damage. Should such Goods be delivered to the Company, and the Company is required to handle or deal with any such Goods, the Customer shall be liable for all losses or damages whatsoever caused by or to or in any way related to any such Goods howsoever arising and shall not hold the Company and its representatives and / or its employees liable for any losses, damages, expenses and / or fines whatsoever arising.

The Company and its employees or representatives shall, at its sole discretion, destroy or otherwise deal with any of such Goods. In the event that such Goods are accepted as per a previous written agreement, they may nevertheless be so destroyed or dealt with if, at the sole discretion of the Company, they are deemed to be a risk to life, health or property. Goods deemed to be under this category shall include goods harbouring or likely to harbour or encourage vermin or other pests.

4. Receipt of Goods

The Customer shall accurately provide all descriptions, values and other relevant details of Goods to be entrusted to the Company on the prescribed form and shall agree to indemnify the Company against all losses, damages, expenses and fines whatsoever arising from any error, inaccuracy or omission in description, values and other relevant details, even if such error, inaccuracy or omission does not result from negligence.

The Company reserves, at its sole discretion, the right to reject said Goods.

The Company shall, subject to Para. 2 and 3 above, only accept said Goods upon receipt of valid and accurate accompanying documentation.

5. Inspection of Goods

The Customer agrees to bear all fees as charged by the Company resulting from the inspection of goods which may occur as part of receiving, issuing, delivering or collecting goods.

The Customer agrees not to hold the Company liable for any losses, damages, expenses and / or fines arising from discrepancies as may be discovered during said inspection or as a result of delay in notification or inspection. Notwithstanding this, the Company shall perform the inspection of goods and notify the Customer of any discrepancies discovered as soon as it is reasonably practical to do so.

A. Goods in Original Packing (Original Wooden Case or Original Cardboard Carton)

Unless otherwise instructed by the Customer, the Company SHALL NOT breach the original packing of received goods in original packing.

B. Goods in Non-Original or Generic Packing

Unless otherwise instructed by the Customer, the Company SHALL breach the non-original packing of received goods in non-original packing in order to ascertain and verify the contents of said goods.

C. Contents of Goods Inspected

The Company SHALL NOT inspect, warrant or provide confirmation of the legitimacy of the purported contents of each item of goods with respect to any label affixed to each item or delivery document.

Upon completion of said inspection, the Company shall provide the Customer with a Confirmation of Receipt of Stock. The Customer shall be wholly responsible for ensuring the accuracy and correctness of the said Confirmation of Receipt of Stock and indemnify the Company for any losses, damages, expenses and fines arising from any error, inaccuracy or omission on the Confirmation of Receipt of Stock.

In the event the contents of cases have not been inspected by the Company, whether as a result of the Customer's instructions or otherwise, the Customer agrees not to hold the Company and its employees or representatives liable for any discrepancies howsoever caused if it is discovered that the contents of the case do not correspond with the delivery documentation, the Confirmation of Receipt of Stock, the Inventory Report or contents as stated on the outside of the case.

6. Collection of Goods

The Company shall only perform collection of Goods from one location within mainland Singapore as specified by the Customer to the Company's premises between 10.30AM and 5.30PM Singapore Time, from Mondays to Fridays, except on public holidays or days gazetted as such by the Government of Singapore. The Customer shall give notice to the Company using the prescribed form at least twenty-four (24) hours before any such collections are required. Collections from additional locations within mainland Singapore shall be declared on a separate form and would be separately charged. The Customer agrees to a surcharge for collections with notice of less than twenty-four hours.

The Customer shall accurately provide all descriptions, values and other relevant details of Goods, including a statement of the full value of said Goods and the total number of cases or cartons, to be collected by the Company and shall not hold the Company and its representatives and / or employees liable for any losses, damages, expenses and / or fines whatsoever arising from any error, inaccuracy or omission in description, values and other relevant details, even if such error, inaccuracy or omission does not result from negligence. The Customer shall ensure the said Goods are safely and appropriately packaged for transportation and shall not hold the Company and / or its representatives and / or its employees liable for any losses, damages, expenses and / or fines whatsoever caused by wrong packaging, product statement or Goods contained within.

Upon collection, the Company's employee or representative shall ensure the number of cases or cartons to be collected is correct as per the Customer's instructions. Inspection of Goods (per Para. 5 above) shall be conducted at the Company registered business address.

The Company may apply a surcharge for collection of 'high value' goods in consideration of the greater risk and / or cost of insurance and / or cost of special collection conditions.

The Company reserves all rights to amend collection days and times at its sole discretion due to circumstances beyond its control.

7. Delivery of Goods

The Company shall only make deliveries from its premises to one location within mainland Singapore as specified by the Customer between 10.30AM and 5.30PM Singapore Time, from Mondays to Fridays, except on public holidays or days gazetted as such by the Government of Singapore. The Customer shall give notice to the Company using the prescribed form at least twenty-four (24) hours before any such deliveries are required. Deliveries to additional locations within mainland Singapore shall be declared on a separate form and would be separately charged. The Customer agrees to a surcharge for deliveries with notice of less than twenty-four hours.

The Customer shall accurately provide all descriptions, values and other relevant details of Goods, including a statement of the full value of said Goods and the total number of cases or cartons, to be delivered by the Company and shall not hold the Company and its representatives and / or employees liable for any losses, damages, expenses and / or fines whatsoever arising from any error, inaccuracy or omission in description, values and other relevant details, even if such error, inaccuracy or omission does not result from negligence.

The Company may apply a surcharge for delivery of 'high value' goods in consideration of the greater risk and / or cost of insurance and / or cost of special delivery conditions.

The Company reserves all rights to amend delivery days and times at its sole discretion due to circumstances beyond its control.

8. Point of Collection and Delivery

Collection and / or delivery of Goods shall be performed only from or to the entrance of the address specified by the Customer on the prescribed form. The Customer shall indemnify the Company against any losses, damages, expenses and / or fines should the Customer require the Goods to be moved from or into the interior of the address specified. The Company reserves the right to levy a surcharge on such additional collection and / or delivery services.

9. Self-Collection or Self-Delivery

The Customer, and / or his appointed representative, may perform collections from (Self-Collection) and / or deliveries to (Self-Delivery) the Company's premises of Goods.

Self-Collections and Self-Deliveries may only be performed between 10.30AM and 5.30PM Singapore Time, from Mondays to Fridays, except on public holidays or days gazetted as such by the Government of Singapore. The Customer shall give notice to the Company using the prescribed form at least twenty-four (24) hours before any such deliveries are required.

The Customer shall give notice to the Company using the prescribed form at least twenty-four (24) hours before any such deliveries are required. The Customer agrees to a surcharge for deliveries with notice of less than twenty-four hours.

The Customer shall accurately provide to the Company all descriptions, values and other relevant details of Goods for Self-Collection and / or Self-Delivery, including a statement of the full value of said Goods and the total number of cases or cartons, and shall not hold the Company and its representatives and / or employees liable for any losses, damages, expenses and / or fines whatsoever arising from any error, inaccuracy or omission in description, values and other relevant details, even if such error, inaccuracy or omission does not result from negligence.

The Company reserves all rights to amend delivery days and times at its sole discretion due to circumstances beyond its control.

10. Goods In Bond or Duty Unpaid Goods

For Goods which are in bond, otherwise known as Duty Unpaid Goods, the Customer shall provide the Company with all relevant details in full and in writing, including alcohol content and original tax invoice of the Goods.

The Customer agrees to bear all charges associated with importation, collection, delivery and / or inspection of said Goods, declaration of permits, payment of Alcohol Duty and GST and / or any other charges as may be applicable whether levied by the Government of Singapore or required by any other party.

A. Importation

The Customer may appoint the Company to act as its importing agent for the purpose of collecting the Goods from the Port of Unloading and / or for the declaration of the appropriate importation permits with the relevant agencies of the Government of Singapore. Said Goods shall be stored on the Company's premises and subject to the prevailing rate of storage and whatsoever charges as may be agreed with the Customer. Should the Customer appoint another party to act as its importing agent, the Customer agrees to bear all responsibility and charges for ensuring the delivery of said Goods to the Company's premises.

B. Transfer of Duty Unpaid Goods within Singapore

The Customer may appoint the Company to perform collection of Goods from

- i. an alternate warehouse facility to the Company's premises, or
- ii. the Company's premises to an alternate warehouse facility.

The Customer shall bear all responsibility for ensuring the alternate facility is a storage facility licenced with the Singapore Government to warehouse Duty Unpaid Goods. Should the Customer appoint another party to perform either of the above services, the Customer agrees to bear all responsibility and charges for ensuring the delivery of said Goods to the Company's premises.

Signature of Account Holder : **X**

Date: _____

11. Pricing Subject to Amendment

Except unless previously agreed in writing, the Company may amend the rates charged to Customer for services performed in the event of material revisions to insurance rates or any other charges relating to the Goods.

12. Payment Terms

Except unless previously agreed in writing, all charges for the services provided by the Company shall be paid by the Customer in advance and in any case before delivery of any stored Goods to the Customers and / or any person so nominated. Any storage space not fully utilized by the Customer shall not be refunded.

All charges are payable to the Company in cash or cheque immediately when due and the Customer agrees to settle the amount due, if any charges and fares due to the Company, for storage and/or any other business services, are not paid within one calendar month after the notice has been given to the person owing such debt, the Company reserves the right to detain the Goods, whether to be sold by auction or otherwise disposed off by the Company and at the expense of such persons, and the net proceeds applied in or towards satisfaction of such indebtedness.

All Goods (and documents relating to the Goods) shall be seized by the Company if the Customer fails to settle the amount due. If any charges and fares due to the Company, for storage and/or any other business services, are not paid within one calendar month after the notice has been given to the person owing such debt, the Company reserves the right to detain the Goods, whether to be sold by auction or otherwise disposed off by the Company and at the expense of such persons, and the net proceeds applied in or towards satisfaction of such indebtedness.

Without prejudice to the above, the Company shall have the right to implement any legal responsibility of the customer under these Conditions and / or to recuperate any sums to be paid by the Customer under these Conditions against or from the Customer.

13. Insurance

The Customers are advised to subscribe for additional insurance to fully insure the wines stored on the Company's premises and during local transit at full value prices. Notwithstanding this, the Company shall ensure Basic Coverage at a refund rate of SGD 500.00 for each case physically lost or damaged, subject to the Company's policy terms and conditions, as the Company's maximum liability for Customer's Goods whilst in the Company's custody or control. The Customer shall not hold the Company liable for any losses, damages, expenses and / or fines caused by environmental and / or extraordinary conditions beyond the control of the Company, and including, but not limited to, the following:

- A. any act of delinquency of, or any act of fraudulence committed or colluded at by, the Customer or any linked company or employee thereof;
- B. any intentional act or error of the Customer or any related company or employee thereof, and which could realistically have been foreseen by the Customer considering the nature and situation of such act or error;
- C. any depreciation other than as a result of damage forming the subject of a valid claim hereunder;
- D. any inherent shortcoming, wear and tear, nature of the subject-matter insured, steady deterioration, atmospheric or climatic conditions, or the action of light;
- E. any loss of earnings direct or indirect or significant loss of any kind;
- F. directly or indirectly caused or contributed to by or arising from:
 - i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - ii. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assemblage, nuclear constituent or radioactive material;
- A. the result or war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, revolution, rebellion, insurrection, military or usurped power, or civil strife arising, or any hostile act by or against a belligerent power;
- B. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotion;
- C. which is due to confiscation, requisition, detention or destruction by or by order of any government, public or local authority;
- D. due to lack of or a defect in the title of the Customer or any past, present or future owner or purported owner;
- E. directly or indirectly caused by any terrorist, terrorism or any person acting from a political, racial or religious motive;
- F. directly caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds;

G. directly caused by traffic accidents damaging the Company's premises;

The Basic Coverage offered by the Company is subject to the Customer honouring the Company's Payment Terms. In the event of a breach of the Payment Terms by the Customer, the Customer understands and agrees that the Basic Coverage offered by the Company will cease without notice and further agrees not to hold the Company liable for any losses, damages, expense and / or fines whatsoever arising on Goods physically lost or damaged during the period of said breach, until such time as the Basic Coverage is reinstated upon the Customer's full payment of any monies owing to the Company. Notwithstanding this, Goods physically lost or damaged during the period of said breach shall remain uncovered by the Basic Coverage.

Where the Company effects insurance coverage on instruction of the Customer, the Company is deemed to be acting as an agent of the Customer for the purposes of insurance and the Customer is deemed to accept the Terms and Conditions of the Insurer or Underwriter recommended by the Company.

14. Twelve Degrees Visit

The Customer or the Customer's authorised representative shall notify the Company at least seven (7) days in advance of the intention to visit the storage facility using the prescribed form. Once the Company issues written agreement to the visit, the Customer or the Customer's authorised representative shall be allowed access to the relevant facilities in order to undertake physical stock checks.

15. Privacy Policy

The Company shall hold all information of or relating to the Customer and / or the Customer's Goods in strictest confidence. Notwithstanding this, the Company may, in its sole discretion, where required by law or from time to time, disclose the Customer's personally identifiable information, such as contact details, and account information, such as type and quantity of Goods, to the following parties:

- The Company's parent company, Hock Tong Bee Pte Ltd, and any member company of Hock Tong Bee Pte Ltd;
- Any permitted parties, such as debt collection agencies and data processing firms who are under the duty of confidentiality;
- Any court or authority with jurisdiction over the permitted parties; and
- Anyone the Company, in its sole discretion, considers necessary in order to provide the Customer with services in connection with the Goods entrusted to the Company or directly or indirectly related to any services performed under the Customer's instructions.

The Customer agrees the Company has no control over any of the above parties or the actions the above parties may perform using any information disclosed and agrees not to hold the Company liable for the use of any information provided by the Company to the parties named above.

16. General Indemnity

Except where specifically provided in these Terms and Conditions, the Customer agrees not to hold the Company and / or its representatives, including such persons as may be appointed by the Company as its representatives, and / or its employees liable for any losses, damages, expenses and / or fine whatsoever arising from the performance, non-performance or delay in performance, as the case may be, directly or indirectly from or linked with the Company's implementation of the Customer's instructions or the Goods or by any person or persons interested in the Goods or by any other person whatsoever.

The Customer guarantees that all goods have been correctly and adequately packed and/or arranged for the services requested from the company, with the exception of the goods being packed by the Company itself as a service to the Customer.

The Company may, at its sole discretion, refuse to act on any instructions provided by the Customer including, without limitation, where such instructions are incomplete or unclear or not given in the manner the Company requires.

The Customer indemnifies the Company against all losses, damages, expenses and fines whatsoever arising from a breach of these Terms and Conditions.

By signing on this and the preceding pages, I certify that I have read, fully understood and hereby confirm my acceptance of the Terms and Conditions of Wine Storage as stated herein.

Signature of Account Holder : **X** _____ Date: _____

~~~ THANK YOU FOR COMPLETING THE TWELVE DEGREES PTE LTD WINE STORAGE APPLICATION FORM. ~~~  
~~~ WE SHALL EMAIL YOU SOON WITH AN ACCOUNT OPENING ACKNOWLEDGEMENT LETTER. ~~~