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## Terms and Conditions

**All orders placed with Sokolin LLC (“Sokolin”) are conditional upon acceptance of the following terms and conditions. These terms may not be modified unless specifically authorized by Sokolin in writing. These terms apply to all current and future transactions.**

### Age

You must be at least 21 years old to purchase wine from Sokolin. The laws of all 50 states prohibit the sale of wine or any other alcohol beverages to consumers younger than 21 years of age. As a responsible vendor, Sokolin abides by the law, and will not intentionally sell alcohol to any minor. Sokolin will verify the age of every customer using sophisticated technology for age verification. By ordering wine from Sokolin, you authorize Sokolin to verify your age through such verification technology, and you are representing to us that you and the person who accepts delivery are both at least 21 years of age.

### Orders

All orders are subject to confirmation by Sokolin. Order processing time is contingent upon payment authorization and does not include weekends or holidays.

### Acceptance

By submitting your order for confirmation, you hereby represent to Sokolin that you understand these terms and conditions and agree to abide by them in connection with this transaction. The placing and accepting of an order shall form a contract on these terms, conditional upon confirmation of the order by Sokolin, which may be evidenced by the delivery of an invoice.

### Price

Unless stated otherwise, prices are as follows: Per case or per bottle as indicated in our catalog, at www.sokolin.com, or in a private client offer. Exclusive of state, local, and federal taxes as required. Exclusive of shipping and handling charges. Exclusive of a 1% miscellaneous charge as described below. Prices are subject to confirmation and acceptance of order by Sokolin. Sokolin will not be responsible for typographical errors contained within promotional materials including but not limited to: www.sokolin.com; catalogs; private client offers; e-mail.

*Miscellaneous Charge Explanation - The Company agrees to indemnify you for the replacement of any items lost, stolen or damaged in the process of being shipped to you. The fee supports our indemnification obligation to you for the replacement and any associated expenses such as additional shipping and handling.*

### Payment

Payment is due upon order confirmation. Payment may be made by cash, credit card, check, or wire transfer. When paying by check please allow five business days for processing. Sokolin will not transfer title to any goods until full payment is received.

By providing your credit card number, you authorize Sokolin to charge your credit card for the costs associated with your wine purchase as described in these Terms and Conditions (for example, for purchase price, tax, redelivery, other fees/charges).

The Sokolin charge will appear on your statement immediately following placement of your order. By authorizing Sokolin to charge your credit card, you acknowledge and agree to be financially responsible for any and all charges incurred in connection with your transaction. You hereby warrant and represent that you have the authority to legally bind the cardholder as set forth herein.

### Shipping

All sales of wine to consumers made by Sokolin are F.O.B. New York. Title to the purchased wine will transfer from Sokolin to the consumer once the purchase price has been properly credited from the consumer's credit card, or paid by other appropriate means. In the course of placing an order, you affirmatively choose whether you will (i) pick up your purchased wine from Sokolin's New York location, or (ii) arrange for your wine to be shipped to you via common carrier. Should you opt to have your purchased wine shipped to you via common carrier, you independently may arrange for shipping, in which case you must provide Sokolin with the relevant details so that we

release your wine to the appropriate shipping agent; alternatively, you may authorize Sokolin to act on your behalf to engage a common carrier to deliver your wine to you. When your order is delivered, the person to whom the delivery is made may need to show identification to the shipper to verify identity and age. Note that wines prices do not include the costs of shipping and delivery charges.

Sokolin reserves the right to delay the release of shipments to ensure product quality. If you the purchaser authorize Sokolin to act as you agent for delivery purposes, and the resulting attempt at delivery fails due to an incorrect address or the purchaser's failure to be home for signature on the pre-arranged date, Sokolin will re-charge you the purchaser for freight costs. Sokolin is not responsible for delays in delivery resulting from weather or carrier delay, regardless of shipping method chosen; shipping charges will not be refunded or credited for delivery delays resulting from weather or carrier delay.

### Purchaser's Representations

By proceeding with this transaction, you the purchaser represent that you are acting in a fashion compliant with your local and state law regarding the purchase, transportation, and delivery of wine. You the purchaser acknowledge that the laws governing the sale and transportation of alcohol beverages vary from state to state. Sokolin makes no representation as to the legal rights of any individual or entity to ship or transport wines into any state outside of New York.

As expressly noted above, you the purchaser are solely responsible for taking possession of all wines that you purchase from Sokolin.

As also referenced above, you the purchaser expressly acknowledge and represent that: (i) you are twenty-one (21) years of age or older, and (ii) that if you the purchaser opt to have your wine shipped to you via common carrier, that your designated recipient of your wine also is 21 years of age or older.

### Refunds and Returns

Sokolin guarantees quality products and service. Your satisfaction is our first priority. If, for any reason, you are dissatisfied with your order, we request that you contact Sokolin within 30 days of receipt for customer care assistance. For the fastest results, contact Sokolin by emailing [customerservice@sokolin.com](mailto:customerservice@sokolin.com). By law, Sokolin can only accept return of goods that are defective in quality. Cancelled and returned orders may be subject to a processing fee. The fee will be equal to 10 percent of the order total. The circumstances surrounding the order may impact our enforcement of this policy. Special orders are non-refundable. Store Credit must be used within 1 year of the day of issuance.

When returning wine, kindly re-cork the bottle (no more than ¼ consumed) and ship it back to Sokolin. Please call or e-mail Sokolin for shipping instructions so we are aware of the return. Sokolin will promptly investigate the issue and our customer care department will contact you. As is tradition in the wine trade, all bottles 10 years or older are purchased at the buyer's risk.

In no event will Sokolin's liability to a purchaser exceed the purchase price actually paid

### Investment Grade Wine

Nothing in this Agreement is intended to require, or shall be construed as requiring, Sokolin to, for compensation or profit, engage in the business of advising others, either directly or through publications, writings, or electronic media, as to the value of or the advisability of trading in (a) any security, (b) any contract of sale of a commodity for future delivery made or to be made on or subject to the rules of a contract market or derivatives transaction execution facility; (c) any commodity option authorized under Section 6c of the Commodity Exchange Act; or (d) any leverage transaction authorized under Section 23 of the Commodity Exchange Act: or for compensation or profit.

and as part of a regular business, issue or promulgate analyses or reports concerning any of the activities referred to in clauses (a), (b), (c) or (d), or otherwise advice (investment or otherwise) as to the value of securities or commodities or issue reports or analyses concerning securities or commodities.

### Futures

All Futures purchases are non-refundable. All shipping, handling, miscellaneous and applicable taxes will be charged to the customer at the time of purchase. Prices and product availability are subject to confirmation and acceptance by Sokolin, which will be provided only via email in the form of our standard order confirmation. You hereby consent that all Futures not picked up or delivered within one year of your first notification of their arrival will be automatically sent to Liquid Asset Storage and all standard fees, charges, and taxes will apply.

### Accessories

Sokolin offers the guaranteed lowest price on our accessories. Should you find any of our accessories at a lower price, we will match it upon presentation of a published advertisement from a competing online retailer. Prices are compared on product price including shipping and handling, when calculating the competitor's total price. Our Low-Price Guarantee includes only identical products, as verified by model number and manufacturer. The competitive product must be in stock and available from the competitor at the matched price. We reserve the right to limit quantities. This offer is not available on any previously purchased items & is subject to expire at any time. Prices are guaranteed 30 days from the date of sale. Advertised promotional discounts shall not apply to accessories unless specifically noted.

### Governing Law

This Agreement and any dispute arising under, or in any way relating to this agreement, shall be governed by the internal laws of the State of New York, without regard to principles of conflict of laws that would require the application of the law of another jurisdiction.

### Merger Clause

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and replaces and supersedes any and all prior or contemporaneous agreements or understandings, written, oral or otherwise with respect to the subject matter hereof. As noted above, these Terms and Conditions may not be modified unless specifically authorized by Sokolin in writing. No modification or waiver shall be deemed effected by any acknowledgment or confirmation containing other or different terms.

### Referral Program – Wine Perks

Sokolin Wine Perks may only be earned when referring new (and not currently existing) customers to Sokolin whose first wine order totals \$250 (Tier 1 - \$50 Reward) or \$500 (Tier 2 - \$100 Reward) (exclusive of shipping, misc. charges and taxes). Each earned reward is valid for a one time use only and cannot be used on Last Call items, Bordeaux Futures or items on sale. Wine Perks cannot be combined with any other offer or used on previous purchases. Wine Perks expire one year from the date earned. Wine Perks are not applicable to members of the same household or billing/shipping address. To qualify for Wine Perks, the referring party must have placed at least one prior order prior to the referral.

### Black Friday Sale

Black Friday Offer prices are valid from 9:00 am EST on 11/23/18 until 11:59 pm EST on 11/23/18. Black Friday sale prices are not applicable to previously purchased items. Valid only for the wines listed on the sale offer. All sales are final. No returns, exchanges, or cancellations allowed. Quantities limited. All orders subject to confirmation.