

## AUCTION TERMS AND CONDITIONS

The following Auction Terms and Conditions ("Auction Terms and Conditions") govern all Hart Davis Hart Wine Co. ("HDH") auctions. By registering to bid at an auction, the registered bidder agrees to these Auction Terms and Conditions, as changed or amended from time to time.

HDH may change or amend these Auction Terms and Conditions at any time, without notice, by posting such changes or the updated Auction Terms and Conditions at [auction.hdhwine.com](http://auction.hdhwine.com). Any changes will be effective and binding when posted at [auction.hdhwine.com](http://auction.hdhwine.com).

**Definitions** As used herein, the following words have the meaning set forth below:

"Bidder" means any person participating, making, or attempting to make a bid at an auction sale.

"Buyer" means a person who makes the highest bid accepted by the auctioneer, except as otherwise provided in the Auctioneer's Authority section.

"Buyer's Premium" means the commission payable by Buyer to HDH, which is nineteen and a half percent (19.5%) of the Hammer Price.

"Hammer Price" means the highest bid accepted by the auctioneer, except as otherwise provided in the Auctioneer's Authority section.

"Import Duties" means duties, tariffs, permits, rates, schedules, taxes, and preliminary statements or require licenses or other charges required by laws, rules, or restrictions governing importation of alcoholic beverages, as those laws, rules, or restrictions may be amended, adjusted, increased, renegotiated, replaced, or restated from time to time.

"Purchase Price" mean the sum of the Hammer Price, the Buyer's Premium, and any applicable sales or use tax.

"Property" means an item offered for sale at an auction.

"Lot" means a collection of one or more items offered for sale at an auction.

"Seller" means the consignor of the Property.

**Bidder/Buyer Representations** Bidder and Buyer represent and warrant:

- That by bidding at auction Bidder has read and understands all the Auction Terms and Conditions, together with all other policies published by HDH.
- He or she is at least twenty-one (21) years of age and is purchasing the Property for personal use or is a licensed reseller.
- He or she understands that various jurisdictions may impose limitations on the quantity of wine, spirits, or alcoholic beverage products that Buyer may purchase and bring into their jurisdiction. He or she is aware that that various jurisdictions may require Buyer, a consignor, or shipper of wine, spirits, or alcoholic beverages to possess certain licenses or permits.
- That any and all funds used to pay for any Property were not directly or indirectly obtained from any criminal activity. When Buyer is bidding on behalf of another person or entity, Buyer warrants that Buyer has no reason to believe that any funds used to pay for any Property were directly or indirectly obtained from criminal activity.
- He or she is not subject to trade sanctions, embargoes, or any other restrictions on trade in the jurisdiction in which Buyer does business or in the United States. When bidding on behalf of another person or entity, Buyer warrants that the other person or entity is not subject to trade sanctions, embargoes, or any other restrictions on trade in the jurisdiction in which that person or entity does business or in the United States.

**Refusal of Service** HDH reserves the right and discretion to refuse anyone admission to the auction premises, refuse participation in any auction, and to reject any bid.

**Digital Registration** To register for a bidding account, Bidders should go to [auction.hdhwine.com](http://auction.hdhwine.com), the Apple App Store, or iTunes to download the HDH mobile app. New bidders should click on the "Sign Up Now" button. HDH strongly encourages new Bidders to register at least 48 hours before the start of the auction so as to allow enough time to answer any of Bidder's questions. Bidders will need to provide an e-mail address to use as a username, a shipping and a billing address, a valid credit card (MasterCard, Visa, Discover, or American Express), and a daytime phone number. Every registered Bidder's card will have a pre-authorization charge of \$1,000 applied and then immediately voided. A pre-authorization charge does not transfer funds from the cardholder's account but merely confirms that funds are available. HDH reserves the right to request a deposit, bank references, and a written confirmation of bids from all registered Bidders. The decision to request a deposit and its ensuing amount and format rests solely with HDH.

**Description of Property** HDH endeavors to describe all Property as accurately as reasonably possible. HDH believes that all Property sold at auction benefited from proper storage before being delivered to HDH's temperature and humidity-controlled cellar. Every bottle in HDH's auction catalog has been inspected by HDH and described as reasonably as possible. Buyers of older and more fragile wines must make proper allowances for natural variations of ullage and general condition. Wines of less than 30 years of age have been determined by HDH, based on

our professional judgment, to be in generally excellent condition unless otherwise indicated. HDH's policy is to note levels only when HDH believes that significant changes in ullage have taken place since bottling. HDH does not note conditions on back labels, import strips, or tax strips. Any images of labels on HDH's website, the auction catalog, or HDH's mobile app are meant merely to be representations of the Property and may or may not be actual pictures of the Property. Neither HDH nor Seller shall be responsible to Buyer for errors or omissions in the catalog or in any communication by HDH.

In HDH's catalogs, wines are typically grouped by cellar and are preceded by a general heading which provides specific information about the provenance of the wines. The description of wine is followed by a lot number and the quantity offered.

HDH provides an estimated price range for each Lot with the estimate generally factoring in the recent auction market results for the same or comparable Property. Rarity and condition are also considered. Estimates do not include Buyer's Premium or applicable taxes, Import Duties (e.g., tariffs), or other potentially applicable charges, such as storage fees. Estimates are determined in advance of an auction and therefore are subject to revision by HDH at any time. Bidders and Buyers should not rely on any estimate as a prediction of the actual selling price or value of a Property. Bidders and Buyers should not rely on estimates as a warranty or guarantee, or as otherwise providing any guidance in determining the origin, physical condition, merchantability, fitness for a particular purpose, size, quality, condition, rarity, authenticity or genuineness, attribution, value, importance, provenance, or previous storage conditions of any Property sold at auction. Neither HDH nor its affiliates, shareholders, directors, officers, employees, and agents shall be liable for any difference between an estimate for any Property and the actual price achieved at auction or upon resale.

HDH has been given permission by several of the world's leading wine critics to use their tasting notes in our catalogs. Due to space limitations, these notes have been edited. Scores from other critics (when available) may be accessed by viewing the catalog on HDH's auction website: [auction.hdhwine.com](http://auction.hdhwine.com).

**HDH and Seller Make No Representations or Warranties All Property is sold "AS IS" without any representation or warranty of any kind by HDH or the Seller.**

Any statement made by HDH, whether oral or written, whether made at an auction, in a catalog, email, tasting note, advertisement, estimate, announcement, or other communication is not a representation of fact but is a statement of opinion only. Buyer agrees that Buyer shall not rely upon any such statement by HDH in any way and that any such statement is not a warranty or representation, including but not limited to a warranty or representation of origin, physical condition, merchantability, fitness for a particular purpose, correctness of catalog description, size, quality, condition, rarity, authenticity or genuineness, attribution, value, importance, provenance, previous storage conditions, or historical relevance of any Property.

Neither HDH nor Seller shall be liable for any statement or description, made orally or in writing, and expressly disclaim any representation or warranty relating to any Property, including but not limited to the correctness of a catalog description including but not limited to vintage, provenance, authenticity, quality, and condition of any Property. HDH further retains the right to amend, at any time and in any manner, any description of any Property. The absence of a statement, opinion, or representation as described herein, does not imply that Property is free from defects or restoration, nor does a reference to particular defects imply the absence of any others. Estimates of the selling price should not be relied on as a statement that this is the price at which the Property will sell or its value for any other purpose. **EACH PROPERTY HEREIN IS SOLD "AS IS." BUYERS EXPRESSLY DISCLAIM ANY LIABILITY ARISING OUT OF OR RELATED TO RELIANCE ON HDH, SELLER, OR THE CATALOG.**

**No Returns** HDH DOES NOT ACCEPT ANY RETURNS OF ANY PROPERTY.

**Amending Descriptions and Withdrawing Property or Lots** HDH reserves the right to amend the description of any Lot or Property by any means, whether oral or written, including by announcement or notice in the salesroom, HDH's mobile app, or the HDH website. HDH reserves the right to withdraw any Lot or Property from auction at any time and shall have no liability for doing so.

**Reserve Bidding and Confidential Minimum** Unless otherwise indicated, a reserve or confidential minimum selling price may be established on any Property or Lot. Should bidding not meet the reserve price, HDH reserves the right to enforce the reserve by bidding on behalf of Seller.

**Personal Liability of Bidder** When making a bid, Bidder accepts personal liability to pay the Purchase Price and all applicable charges. If bidding on behalf of another person or entity, the registered Bidder assumes all liability to HDH for all purchased Property. By bidding at the auction, Bidders and Buyers agree to be bound by these Auction Terms and Conditions.

## Taxation, Duties, and Tariffs

**Taxation** At all times, taxation is determined by point of delivery. HDH is required by law to collect the appropriate state and local taxes from purchasers, unless the purchase is deemed to be non-taxable. All non-taxable transactions must be completely documented prior to release of purchases. Buyer acknowledges and agrees to be solely responsible for all applicable excise, use, and sales tax due to any state in relation to any purchase made pursuant to the terms herein.

**Duties and Tariffs** Property sold by HDH may be subject to Import Duties. Buyer is solely responsible for any and all Import Duties that may apply to any purchase of Property including those Import Duties in effect after Buyer purchases the wine and/or alcoholic beverage but prior to the importation of the wine and/or alcoholic beverage. Buyer cannot cancel any purchase, seek rescission of any agreement or contract, or fail to make timely payment for any purchase for any reason including but not limited to any applicable Import Duties, the adoption of a new trade policy, or renegotiation or termination of certain existing bilateral or multi-lateral trade agreements. Buyer further agrees that any applicable Import Duties are not considered to be outside of Buyer's control. Property sold at auction may be subject to laws governing exportation (herein "Export Duties"). HDH makes no representation as to the legal rights of anyone to export alcoholic beverages or other Property into any state or jurisdiction. It shall be Buyer's sole responsibility to determine – before bidding at auction – whether an export permit or license or any other government approval of any nature is required for Buyer's purchase and to obtain any such required permit or license. The denial of, or delay in obtaining, any such permit or license shall neither justify the rescission of any sale nor any delay in making full payment for the purchase.

**All conclusions as to applicable taxes, Import Duties, and Export Duties due and owing will be determined by HDH in its sole discretion.**

**Buyer's Indemnity** Buyer shall indemnify, defend, and hold HDH (and its affiliates, shareholders, directors, officers, employees, and agents) harmless from any claims, demands, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees and expenses) incurred by reason of: (i) any breach or alleged breach of any representation or warranty herein or breach of any of these Auction Terms and Conditions by Buyer; (ii) any inaccuracy of any certificate, information, or document delivered by Buyer pursuant to or in connection with these Auction Terms and Conditions; (iii) Buyer's violation of applicable laws, rules, or regulations or of the rights of any third party; and (iv) any act or omission of Buyer, its agents or employees, adversely affecting Property. Buyer's representations, warranties, and indemnification will survive completion of the transactions contemplated in these Auction Terms and Conditions.

**Transfer of Title to Property** Subject to fulfillment of all the Auction Terms and Conditions set forth herein, title to the Property passes at the fall of the auctioneer's hammer and the announcement by the auctioneer that the Property has been sold. For auctions in Illinois, title passes to Buyer in Illinois. For auctions in Delaware, title passes to Buyer in Delaware. For auctions in Hong Kong, title passes to Buyer in Hong Kong.

**Bidding and Bidding Errors** Bids are processed and executed as a service and convenience to Bidders. HDH shall not be responsible for any failure to execute such bids or any error relating to a bid including without limitation, errors or failures caused by: (i) a loss of connection to the Internet or to HDH's mobile app by either HDH or Bidder; (ii) a breakdown or problems with the HDH's mobile app; or (iii) a breakdown or problems with Bidder's Internet connection or device.

All bidding is carried out via HDH's mobile app and auction website. In addition to real-time bidding, HDH offers absentee bidding, either/or bidding, and various bidding tools.

**Absentee Bidding** Absentee bids are accepted online at auction.hdhwine.com, through HDH's mobile app, and by e-mail (bids@hdhwine.com). All absentee bids that are input by Bidder through HDH's mobile app or website are entered in real-time. Bidders can make changes to their absentee bids up until the auctioneer opens the Lot for live bidding. For Bidders who require assistance entering absentee bids, HDH recommends submitting bids to the Bidding Department prior to 5:00pm CT the day before each auction session. Absentee bids may be submitted to HDH's Bidding Department the day of the auction; however, HDH cannot guarantee that these bids will be executed. Bids sent via e-mail must be submitted as an Excel document with bids listed in consecutive lot number order.

In the event of a tie-winning bid, the Bidder who submitted their bid first will take the Lot. The relative order of bids is determined by the time stamp that accompanies each submitted bid.

**Either/or Bidding** Either/or bidding allows Bidders to place bids on a group of Lots and win only a set number of them. HDH's platform will continue to bid on each successive Lot until the total won, if any, matches what Bidder requested. Either/or bids are accepted online at auction.hdhwine.com, through HDH's mobile app, and by e-mail (bids@hdhwine.com).

Bidding increments are provided as pre-defined increments on HDH's mobile app and auction website. They are provided below for reference. If bids are placed on HDH's mobile app/website or submitted to HDH's Bidding Department with incorrect bidding increments, they will be rounded down to the closest correct increment.

## Bidding Increments

up to \$500 .....	\$20-50-80 (\$220, \$250, \$280...)
\$500-1000 .....	\$50 (\$500, \$550, \$600...)
\$1000-2000 .....	\$100 (\$1000, \$1100, \$1200...)
\$2000-3000 .....	\$200 (\$2000, \$2200, \$2400...)
\$3000-5000 .....	\$200-500-800 (\$3200, \$3500, \$3800...)
\$5000-10,000 .....	\$500 (\$5000, \$5500, \$6000...)
\$10,000-20,000 .....	\$1000 (\$10,000, \$11,000, \$12,000...)
\$20,000-30,000 .....	\$2000 (\$20,000, \$22,000, \$24,000...)
\$30,000-50,000 .....	\$2000-5000-8000 (\$32,000, \$35,000, \$38,000...)
\$50,000-100,000 .....	\$5000 (\$50,000, \$55,000, \$60,000...)
\$100,000+ .....	\$10,000 (\$100,000, \$110,000, \$120,000...)

All increments subject to the discretion of the auctioneer

Sellers, consignors, and their agents are strictly forbidden from bidding on their own Property.

For help setting up absentee bids, either/or bids, placing spending limits, and with any other bidding questions, please visit HDH's support page at support.hdhwine.com.

**PLEASE NOTE: HDH offers bidding services at no charge, with the understanding that any failure to execute bids or any error in doing so shall not be the responsibility of HDH or its affiliates, shareholders, directors, officers, employees, or agents.**

**Auctioneer's Authority** All bids for any Lot or Property are subject to the auctioneer's discretion. The auctioneer may refuse any bid and advance the bidding at his or her discretion. The auctioneer may put up any Lot for rebidding at any time (including after the fall of the hammer) during the auction. If during the auction, the auctioneer considers that a dispute has arisen between any Bidders, such dispute will be resolved by the auctioneer. In the event of any dispute during or after the auction, the records of the auctioneer will be conclusive, and the decision of HDH shall be final and controlling. HDH shall not have any liability whatsoever for any such actions taken by the auctioneer.

**Payment Terms** Invoices are emailed to Buyers at the close of the auction. Payment is due upon receipt of the invoice. Remittance must be made in U.S. dollars. HDH accepts payment via wire transfer, ACH, electronic check, paper check, money order, bitpay, as well as MasterCard, Visa, Discover, American Express, and China UnionPay. Payment by credit card is limited to \$25,000 per invoice. Any amount over \$25,000, HDH asks to be paid via wire or check.

When using a credit card, Buyers irrevocably waive any chargeback rights they may have under their cardholder agreement or otherwise.

Buyers who wish to pay via wire transfer should direct funds to:

Northbrook Bank & Trust Company  
1100 Waukegan Road  
Northbrook, IL 60062  
SWIFT Code: NBBTUS44  
Routing Number: 071926184  
Beneficiary account name: HART DAVIS HART WINE CO.  
Beneficiary account number: 8701515128

**Buyers should include an invoice number on all wires, ACHs, and checks.**

Buyers who pay their invoice, in full, via wire, paper, or electronic check by 5pm CT the Friday following the sale will receive a discount equal to 1% of the total amount of their invoice, which can be applied towards a purchase at our next sale. This discount can only be applied at HDH's next successive sale and is non-transferable.

If payment has not been received by 21 days after the close of the sale, HDH reserves the right to charge a late fee of 3% of the total Purchase Price. If Buyer's invoice remains outstanding, additional late fees of 3% will also be charged every 14 days past the initial 21-day period. HDH also reserves the right to charge all credit cards on file for any amount still due after 21 days as well as any resulting late fees and other costs incurred, including credit card processing fees.

**Buyer's Default and HDH's Remedies** If Buyer fails to make payment in full in good cleared funds within the time required by the Payment Terms section above, Buyer will be in default, and HDH shall be entitled in its sole discretion to exercise one or more of the following rights or remedies (in addition to any other rights or remedies available to HDH by law):

- Late fees, as described above in the Payment Terms section.
- Cancelling the sale.
- Hold Buyer liable for the total amount due and commence legal proceedings for total amount due together with interest to the fullest extent permitted by law.
- Resell Property publicly or privately on such terms as HDH sees fit. The defaulting Buyer shall be liable for payment of any deficiency between the total amount originally due to HDH and the price obtained upon resale as well as for all costs, expenses, damages, legal fees, commissions, and premiums associated with both sales or otherwise arising from the default.

- Pay Seller an amount up to the net proceeds payable in relation to the amount bid by Buyer in default. Buyer acknowledges that HDH Wine Co. shall have all the rights of Seller, however arising, to pursue Buyer for such amount.
- Use the outstanding amount remaining unpaid by Buyer against any amounts which HDH may owe Buyer in any other transaction.
- Apply any amount paid by Buyer in default to HDH, without consent from Buyer.
- Reject at any future auction bids made by or on behalf of Buyer.
- Obtain a deposit from Buyer before accepting any bids.
- Exercise all rights and remedies of a person holding security over any property in HDH's possession owned by Buyer to the fullest extent permitted to the secured party by the law under the Uniform Commercial Code in the State of Illinois or State of Delaware.
- Charge any credit card on file for Buyer in default for full outstanding amount owed to HDH, including any late charges.

Buyer understands and agrees that after default, as defined herein, Buyer grants HDH a security interest in all such property held by HDH and understands that HDH may file a financing statement, or similar document, with the Illinois Secretary of State, Delaware Secretary of State, or any other relevant governmental office or department in any state, to perfect a security interest in such property. The defaulting Buyer shall be responsible to pay and otherwise be liable to HDH for any and all legal fees and expenses incurred in connection with Buyer's default and/or any action by HDH in connection with the provisions discussed herein.

**If any dispute arises before, during, or after an auction or sale, HDH's record is conclusive.**

**Shipping Policies** HDH does not ship any wine, spirit, or alcoholic beverage product. HDH shall have no liability or obligation for shipping or transporting any Property. HDH makes no representation, and assumes no obligation, with respect to the legality of shipping or transporting any Property, including alcoholic beverage products, into any jurisdiction. HDH does not assume any obligation or bear any responsibility whatsoever for applying for or obtaining any required permit(s) or license(s) for the shipping and transporting of any Property. HDH does not assume any obligation or bear any responsibility whatsoever in the event that the quantity of Property purchased exceeds the quantity of wine, spirits, or alcoholic beverage products that may lawfully be purchased and brought into a Buyer's jurisdiction. Any loss or damages resulting from the shipping or transport of Property will be the sole responsibility and at the risk of Buyer. HDH is not responsible for any deterioration, damage, or loss to Property during transport. HDH strongly advises Bidders to investigate and understand the shipping and transport laws that apply to the Property.

HDH is not responsible for acts or omissions by HDH or others in packing or shipping. Packing and handling of Property by anyone, including HDH, is entirely at Buyer's risk.

**Shipping and Delivery Outside the United States** For more information, please contact HDH by phone at 312.379.8711.

**Weather Watch** Transporting some Property, like wine, even if by overnight service, may cause severe damage to the Property. HDH considers readings or predicted temperatures of greater than 80 degrees or less than 20 degrees Fahrenheit to constitute extreme weather conditions.

During periods of extreme weather, HDH strongly advises against Buyer's transport of certain Property by any means. During these times, HDH is pleased to provide complimentary short-term storage until better weather conditions prevail. HDH refers to this type of storage as a Weather Watch Storage. If Buyer desires to transport Property regardless of weather conditions, HDH asks that Buyer contact HDH and that Buyer execute a Weather Waiver which will release HDH from any liability arising from weather-related damage to the Property. After HDH receives Buyer's signed Weather Waiver, the shipment will be released to Buyer's shipper for transport.

**Release and Collection of Property** Property purchased by Buyer shall be available for pickup only after HDH receives final payment and Buyer has fully satisfied all conditions herein.

For Property stored in Hong Kong, after HDH receives final payment, Buyer may collect the Property or arrange for its shipment from 13 Degrees' warehouse, located at 30/F Hing Wai Centre, 7 Tin Wan Praya Road, Hong Kong.

To schedule collection or shipment of Property in Hong Kong, Buyer must contact HDH's Hong Kong Department by email (hk@hdhwine.com).

For Property stored in Delaware, after HDH receives final payment, Buyer may collect the Property from HDH at 250 Centerpoint Boulevard, New Castle, DE 19720, during the hours of operation of 8:00am - 5:00pm (EST), Monday through Friday.

For Property stored in Illinois, after HDH receives final payment, Buyer may collect the Property from HDH at 1511 West 38th Street, Chicago, IL 60609, during the hours of operation of 8:00am - 6:00pm (CST), Monday through Friday.

To schedule collection of Property in either Delaware or Illinois, Buyer must contact HDH's Shipping Department by phone at (312) 379-8711 at least two (2) business days before the desired pick-up.

**Original Wooden Cases** HDH shall list Original Wooden Cases ("OWC") as part of a Lot when available. OWCs will be automatically included with the Property unless Buyer instructs HDH otherwise.

**Holding Fees** For auctions in Delaware and Illinois, HDH, at its discretion, will offer complimentary holding for up to sixty (60) days after the date of invoice for the Property which is purchased. Complimentary holding shall only be available if Buyer has made payment in full and fully satisfied all conditions herein. After the sixty (60) days, HDH reserves the right to charge Buyer a holding fee of \$50.00 per nine-liter equivalent per month. For auctions in Delaware and Illinois, all Property is stored in HDH's temperature and humidity-controlled cellar in the respective state. All Property that is not picked up by Buyer or its agent on or before the expiration of such sixty (60) period shall no longer be insured by HDH.

For Hong Kong auctions, 13 Degrees will offer complimentary holding for up to forty-five (45) days after the completion of the auction from which the Property is purchased. Complimentary holding shall only be available if Buyer has made payment in full and fully satisfied all conditions herein. After the forty-five (45) days, it is the Buyers' sole responsibility to contact HDH's Hong Kong department by email (hk@hdhwine.com) to collect the Property, arrange for its shipment, or enter into a storage agreement with 13 Degrees. The 13 Degrees' warehouse is located at 30/F Hing Wai Centre, 7 Tin Wan Praya Road, Hong Kong. All property stored at 13 Degrees is kept in a temperature and humidity-controlled cellar.

**Copyright** The copyright in all images, illustrations and written material produced by or for HDH, relating to any Lot or Property shall not be used by Buyer, Bidder, or anyone else, without HDH's written consent. HDH makes no representation or warranty that Buyer will acquire any copyright or other reproductions rights in any Property.

**Choice of Law and Venue** For auctions held in the United States, the rights and obligations of the parties with respect to these Auction Terms and Conditions, the conduct of the auction, and any matters connected with any of the foregoing shall be governed and interpreted by the laws of the jurisdiction in which the auction is held. By bidding at auction, Bidder and Buyer shall be deemed to have submitted, for the benefit of HDH, to the exclusive jurisdiction of the courts of that country, state, county or province, and (if applicable) of the federal courts sitting in such state.

For auctions held in Hong Kong, the rights and obligations of the parties with respect to these Auction Terms and Conditions, the conduct of the auction, and any matters connected with any of the foregoing shall be governed and interpreted by the laws of the State of Illinois. By bidding at any Hong Kong auction, Bidder and Buyer shall be deemed to have submitted, for the benefit of HDH, to the exclusive jurisdiction of the courts of the State of Illinois in the United States and (if applicable) of the federal courts sitting in such state.

**Severability** In the event of any inconsistency or conflict in terms between these Auction Terms and Conditions and any other policy published by HDH, the terms of these Auction Terms and Conditions shall control.

**Headings** The section headings in these Auction Terms and Conditions are for convenience of reference only and shall not be considered as substantive parts of these Auction Terms and Conditions.

**Entire Agreement and Waiver** These Auction Terms and Conditions (including all instruments incorporated by reference), the HDH Privacy Policy, and other HDH policies referenced herein constitute the entire agreement between HDH and Buyer pertaining to the subject matter hereof and supersedes any and all prior discussions and agreements between them. Any failure by HDH to enforce any provision of these Auction Terms and Conditions shall not operate as a waiver of such provision.

**Limitations of Liability** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL HDH, SELLER, OR HDH'S AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE TO BUYER OR BIDDER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY DAMAGES OR ANY DAMAGES WHATSOEVER, OR FOR ANY LOSS OF REVENUE, PROFITS, SALES, DATA, DATA USE, GOODWILL, OR REPUTATION IN CONNECTION WITH BIDDING FOR OR BUYING PROPERTY OR OTHERWISE IN CONNECTION WITH THESE AUCTION TERMS AND CONDITIONS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER SELLER OR HDH AND ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS ARISING OUT OF OR RELATED TO THESE AUCTION TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF THE PURCHASE PRICE PAID FOR THE RELEVANT LOT. SOME STATES/JURISDICTIONS DO NOT ALLOW THE ABOVE LIMITATION OF LIABILITY AND/OR EXCLUSION OF DAMAGES, AND SO, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

HDH AND SELLER ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE SERVICES THAT ARISE FROM THIRD PARTY APPLICATIONS OR SERVICES PROVIDED BY THIRD PARTIES SUCH AS AUCTION MOBILITY LLC, THE PROVIDER OF THE AUCTION PLATFORM AT AUCTION.HDHWINE.COM.