

## Terms of Sale

These terms of sale (the “agreement”) represent a legally binding agreement by and between JD Selections and you (buyer). By placing an order with JD Selections you (buyer) represent and warrant that you have read and agree to be bound by this agreement.

1. **Eligibility.** You must be 21 years of age or older to purchase and receive wine from JD Selections. All deliveries must be received by a person 21 years of age or older. Proof of age is required at time of delivery. By placing an order with JD Selections you represent and warrant that you are at least 21 years old. Any individual placing an order on behalf of a third party further represents and warrants that they are authorized to act on behalf of that third party. This agreement is void where prohibited.
2. **Changes to the agreement.** JD Selections reserves the right to change this agreement at any time with notice being posting of a new version to the website.
3. **Title and Shipping.** Regulations governing the shipment of alcohol are subject to change and can, at any time, impact the list of states JD Selections can access. Except for orders going to certain states where JD Selections holds a direct shipping permit or ships under reciprocity rules, title to and ownership of all alcoholic beverages passes from JD Selections to the buyer in California, and the buyer takes all responsibility for the product being transported from California to the buyer’s selected destination. Buyer may make independent delivery arrangements. JD Selections makes no representation as to the legal rights of anyone to deliver or import any alcoholic beverages or other goods into any other state. Buyer warrants he or she is solely responsible for determining the legality and the tax/duty consequences of bringing the products to the buyer’s chosen destination. JD Selections ships through UPS ground and FedEx ground and makes all best efforts to avoid shipping into extreme weather conditions that could cause product spoilage. JD Selections is not responsible for product damaged after it leaves our fulfillment partner’s facility and is in the care of a third-party carrier. Expedited shipping is available at additional charge to the buyer. Contact JD Selections for details specific to your order. Shipping prices include all packaging material. JD Selections is committed to use of environmentally friendly, recycled and/or recyclable shipping and packing materials.
4. **Cancellations.** Orders or club memberships can be cancelled at any time prior to shipping. Once an order has been processed for shipping through our fulfillment partner it cannot be cancelled.
5. **Returns.** JD Selections and its fulfillment partner store all wine in optimal conditions. Once turned over to a common carrier for shipping, JD Selections is not responsible for storage conditions or the impacts of adverse weather conditions. You should inspect your wines immediately after delivery to be sure there are no discrepancies or condition issues. You must notify JD Selections within 14 calendar days of any problems. JD Selections is not responsible for the buyer’s storage conditions, buyer’s personal tastes or enjoyment of the wine, or wine that has been damaged for any reason while in the customer’s care. Returns or requests for credit that are not due to JD Selections error will be considered in our sole discretion and, if accepted or granted, will be subject to potential processing fees. California state law prohibits the return of gifts or over-purchases of alcoholic beverages.
6. **Sales.** All wines supplied must be paid in full prior to shipment.

- a. Regardless of buyer's state of residence, current local county tax is applied to the purchase price based on JD Selections current licensed location, Calistoga, California.
- b. Buyer assumes title of wine in the state of California and is responsible for shipment of wines.
- c. By placing an order with JD Selections, you thereby authorize JD Selections to act on your behalf to engage a common carrier to deliver your order to you.
- d. If you direct JD Selections to deliver your purchase to a freight forwarder or common carrier engaged by you, you acknowledge that you require such goods to be shipped out-of-state.
- e. You acknowledge and agree that various states impose limitations on the quantity of alcoholic beverages that may be purchased and brought into their jurisdiction without requiring the purchaser, the seller, or the shipper to possess certain licenses or permits. JD Selections, as a condition of sale, assumes no obligation and bears no responsibility for applying for or obtaining any such permits or licenses.
- f. Buyer is responsible for all applicable excise, use, and sales taxes and fees due your state stemming from your purchase from JD Selections of any taxable goods.

7. FORCE MAJEURE

JD Selections' performance hereunder shall be excused where it is prevented, substantially impeded, or delayed by war, actual or threatened act of terrorism, strike, embargo, riot, loss of power or connectivity, malfeasance or breach by or unavailability of third-party suppliers, explosion, equipment failure, accident, inability to obtain labor or materials beyond its reasonable control, pandemic, epidemic or other widespread virus or disease, government restriction or regulation, shelter-in-place order, quarantine, government shutdown, fire, flood, earthquake, act of God, or other cause or circumstance beyond its reasonable control, regardless of its dissimilarity to any of the foregoing.

8. INDEMNIFICATION

You agree to defend, indemnify and hold harmless JD Selections and its officers, directors, employees, agents, affiliates, representatives, sublicensees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, actions, demands, causes of action, actions and other proceedings, expenses and costs, including but not limited to legal costs and attorneys' fees, arising out of or relating to: (i) Your breach of any provision of this Agreement; or (ii) Your violation or alleged violation of any foreign or domestic, federal, state or local law or regulation.

9. GOVERNING LAW; JURISDICTION & VENUE

This Agreement, including without limitation this Agreement's interpretation, shall be governed by and construed in accordance with the laws of the State of California without regard to its choice of law principles or the United Nations Convention on Contracts for the International Sale of Goods. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party. **THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY JUDICIAL ACTION ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT WILL BE THE STATE AND FEDERAL COURTS LOCATED IN OR NEAREST TO SANTA ROSA, CALIFORNIA. THE PARTIES HEREBY STIPULATE TO, AND AGREE TO WAIVE ANY OBJECTION TO, THE PERSONAL**

JURISDICTION AND VENUE OF SUCH COURTS, AND FURTHER EXPRESSLY  
SUBMIT TO EXTRATERRITORIAL SERVICE OF PROCESS.

10. GENERAL

This Agreement constitutes the entire agreement between JD Selections and You concerning Your purchase of wine or other products from JD Selections, and supersedes any offer, proposal, order or agreement, whether oral or written, and any other communication between the parties. This Agreement may only be modified or waived by a written amendment signed by an authorized executive of JD Selections and may not be modified or supplemented by any preprinted terms in any order, or any other terms of sale proffered by You. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. This Agreement and all of Your rights and obligations hereunder will not be assignable or transferable by You without the prior written consent of JD Selections in its sole discretion. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. You and JD Selections are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. The headings in this Agreement are for the purpose of convenience only and shall not limit, enlarge, or affect any of the covenants, terms, conditions or provisions of this Agreement. No inference in favor of, or against, either party shall be drawn from the fact that such party has drafted all or any part of this Agreement. You agree to comply with all applicable laws, including but not limited to applicable alcoholic beverage, sales tax and export control laws and regulations.