



## TERMS & CONDITIONS

### 1. Definitions

- a. In these Terms and Conditions, "Primeur" will mean Primeur Cellars Pte. Ltd. and the "Customer" will mean any person, firm, company, corporate or body with whom Primeur has contracted.
- b. "Goods" means any goods including wines of the Customer which may from time to time be stored or cellared with Primeur.

### 2. Terms and conditions

- a. The Customer agrees that he/she will comply with these terms and conditions for as long as he/she is a Customer.
- b. These Terms and Conditions may be amended or altered or revised from time to time by Primeur and the Customer agrees that, in consideration of the continuous storage of his/her wines, he/she shall be bound by such changes made to these Terms and Conditions. The amended Terms and Conditions will be posted on Primeur's website at [www.primeurcellars.com](http://www.primeurcellars.com) and the Customer agrees to adhere to and abide by the amended Terms and Conditions as and when posted.

### 3. Storage of Goods

The Customer hereby agrees and undertakes:

- a. not to do (or permit or suffer to remain upon the premises) anything which may be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to or give cause for reasonable complaint from Primeur or its Customers or the occupiers of adjacent or neighbouring storage areas.
- b. not to store or bring upon any part of the premises arms, ammunition, or unlawful goods, gunpowder, salt-petre, kerosene, chemicals, gases or any explosive, combustible or hazardous substance or material.
- c. to keep his/her storage area securely fastened and locked at all times when it remains unattended and not to sleep or allow any person to sleep on the premises.
- d. not to serve any food or drink or allow any consumption of food or drink on the premises without the prior written consent of Primeur.
- e. to ensure that the Goods stored are suitable for storage purposes and Primeur will not be responsible for any deterioration of the Goods under any circumstances whatsoever.
- f. to perform and observe and to ensure that his/her agents and invitees perform and observe all rules and regulations made from time to time by Primeur for the maintenance, management, safety, care and cleanliness of the premises and all such rules and regulations shall bind the Customer upon and from the date on which notice in writing thereof is given to him/her. Provided Always that Primeur shall not be liable to the Customer in any way for the violation of the rules and regulations by any person including the other Customers or the agents and invitees thereof. In addition, the Customer agrees that Primeur shall have the sole and absolute right, at any time, to decline access to the Customer, his/her agents or invitees where Primeur is of the opinion that the Customer, his/her agents or invitees is/are likely to breach a provision in these Terms and Conditions.
- g. at all times, to comply with promptly and at the Customer's expense all such requirements as may be imposed on the occupier of the premises by any statute now or hereafter in force and any bye-laws orders rules regulations requirements and notices thereunder and to indemnify and keep Primeur fully indemnified against all costs claims liabilities fines or other expenses whatsoever which may fall upon Primeur by reason of any non-compliance thereof.
- h. at the expiration or earlier determination of the contract term, to peaceably and quietly deliver up to Primeur the storage area with all the fixtures and fittings thereto in good clean tidy and good repair and all locks, keys and fastenings, if applicable, complete in like condition, free of any debris, as the same were delivered to the Customer at the commencement of the contract term and at the Customer's own expense to remove all apparatus and equipment belonging to the Customer which may have been placed upon the storage area.
- i. if the Customer shall be in breach of any of the Clause 3(h) or any part thereof, the Customer shall be deemed to be holding over and shall be and remain liable for the payment of double rent until the Customer shall be in compliance of such.
- j. not to hold Primeur responsible for any breakage, damage or personal injury in any form as a result of storage of Goods or usage of Primeur's premises.
- k. not to hold Primeur responsible for any breakage, damage or personal injury in any form as a result of or arising from assistance or help rendered to the Customer in transporting or moving the Goods.

4. Other services provided

Primeur may work in conjunction with other providers to provide additional service to the Customer. Primeur will not be held responsible for the quality or condition of service by these service providers.

5. Charges

- a. Primeur shall be entitled to adjust or amend its charges at any time. Any increase in Primeur's charges shall take effect from the date stated in its notice to the Customer.
- b. Primeur shall also be entitled to determine the level of deposit required and be entitled to adjust or amend the amount of deposit so required at any time. Any increase in Primeur's charges shall take effect from the date stated in its notice to the Customer.

6. Payment and Lien

- a. Payment shall be made by the Customer in advance and without any deduction, set off or counter claim whatsoever. Primeur shall be entitled to charge interest with effect from thirty (30) days after the due date of the payment and till the date of actual payment calculated on a daily basis and at the rate of 1% per month should the amount due not be paid within thirty (30) days of the due date.
- b. Primeur shall have a lien upon the Goods for all amounts owing from time to time by the Customer to Primeur. In the event of non-payment of any amount due to Primeur or any breach by the Customer of any provision in this Agreement, Primeur may (without prejudice to its other rights and remedies against the Customer) give written notice requiring payment or rectification of the said breach. Should the Customer fail to comply with such notice within fourteen (14) days, this Agreement shall be terminated forthwith but without prejudice to Primeur's right to recover its dues whereupon Primeur shall be entitled to break the lock of the Customer's storage area, take possession of the Goods, liquidate, sell or otherwise dispose of the Goods in whatever manner and at whatever price at Primeur deems fit. Primeur shall remit to the Customer the proceeds of such sale or disposal after deducting (i) all amounts due to Primeur from the Customer and (ii) all expenses incurred including costs on a full indemnity basis by Primeur in such sale or disposal. The Customer shall indemnify Primeur against any liability incurred by it to any third party whose property shall have been disposed of or sold by Primeur in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Customer and was liable to be dealt with as such pursuant to this clause.
- c. The Customer shall indemnify Primeur on a full indemnity basis against all costs and expenses (including legal fees) incurred by Primeur in enforcing its rights hereunder.

7. Termination

Notwithstanding any other provision in this Agreement, Primeur may at any time without liability to the Customer, and without prejudice to Primeur's rights against the Customer for any antecedent breaches, terminate this Agreement by giving to the Customer one (1) months' notice in writing.

8. Insurance

- a. The Customer is responsible for procuring, arranging and maintaining a comprehensive insurance coverage of the Goods at its own expense whilst such Goods are stored and which would cover, *inter alia*, Acts of God, wars, natural and any other disasters. Any insurance cover arranged by the Customer shall not affect these Terms and Conditions.
- b. In any event, Primeur shall not be responsible nor be held responsible for any damage to the Goods.

9. Death and Bankruptcy

- a. In the event of death of the Customer, all his/her rights and interest under this Agreement shall transfer to his/her estate and be vested in his/her legal representative(s) upon production of the Grant of Probate or Letters of Administration subject to these Terms and Conditions.
- b. In the event of legal incapacity, bankruptcy or winding-up (including schemes of arrangement, administration, judicial management, receivership, voluntary scheme of arrangement and the like) of the Customer, Primeur shall be entitled to deliver the Goods to the legal personal representatives or any other legal guardian, trustee in bankruptcy or receiver in winding-up of the Customer subject to these Terms and Conditions.

10. Force Majeure

Primeur shall not be liable for any failure to meet its obligations occasioned by circumstances beyond the control of Primeur including, but not limited to, Acts of God, exceptional weather conditions, floods, droughts, storms, lightning, high winds, typhoons, earthquakes, natural disasters, power failures telephone or land line connection failures, impacts with or by aircrafts or aerial objects, explosions, hostilities, insurgencies, invasions, epidemics, quarantines, acts of foreign or public enemies, hijacking or unlawful seizure or wrongful exercise of control of vehicles, civil commotions, riots, industrial disputes, industrial actions by workmen, fires, terrorism, nuclear threats or accidents. Further performance of Primeur shall be suspended for as long as Primeur remains prevented or hindered from such performance.



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11. Liability and Indemnity

- a. Primeur shall not be liable for any direct, indirect, special, incidental or consequential injury, loss or damage that may be suffered by the Customer arising from or as a result of using any facility provided by Primeur.
- b. Notwithstanding any other provision in this Agreement, the Customer hereby agrees and undertakes to Primeur that he/she shall be responsible for, and keep Primeur fully indemnified against all damage, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by Primeur arising directly or indirectly out of:
  - i. any act omission or negligence of the Customer, his/her agents, licensees and invitees at the premises or any part of the building;
  - ii. any breach or non-observance by the Customer, his/her agents, licensees and invitees of the covenants, conditions or other provisions of this Agreement; and/or
  - iii. without prejudice to the generality of the foregoing, any act of the Customer, his/her agents, licensees and invitees causing the interruption or cessation of any of the maintenance services as may be provided by the Landlord.

12. Severance

If at any time one or more of the provisions of these Terms and Conditions becomes invalid, illegal or unenforceable in whole or any part in any respect under Singapore law, the validity, legality and enforceability of the other provisions hereof and the remainder of the provision in question shall not in any way be affected or impaired thereby.

13. Disclaimer

Primeur shall in any event not be held responsible for ullages or deterioration in the condition of the Goods under any circumstances whatsoever

14. Governing law

This Agreement shall be governed by and construed in accordance with the laws of Singapore and Primeur and the Customer hereby submit to the exclusive jurisdiction of the Singapore Courts.

15. Contracts (Rights of Third Parties) Act

A person who is not a party to this Agreement shall not have any right under the Contracts (Right of Third Parties) Act to enforce any provision of this Agreement.

I acknowledge and accept the above Terms and Conditions.

Individual Customer

Corporate Customer

\_\_\_\_\_  
Signed by:  
NRIC/Passport No.:  
Date:

\_\_\_\_\_  
Signed by:  
NRIC/Passport No.:  
for and on behalf of:  
Date:  
Company stamp: