

BUYER'S CONDITIONS OF SALE

1. BUYER'S AGREEMENT.

By bidding at auction, each bidder ("Bidder") agrees that these Conditions of Sale ("Conditions of Sale") constitute the agreement between Bidder, on the one hand, and Acker Auction DE, LLC ("Acker Auction DE"), for Delaware live auctions and/or Acker Auction, Inc. ("Acker Auction"), for live New York or web auctions for spirits, and Acker Merrill & Condit Co. ("AMC"), for web auctions for wines (each respectively and together, "Acker" or the seller/consignor (the "Seller"), on the other hand, with respect to the sale of the property listed in the auction catalogue (in whatever format published) ("Property"). Acker may amend these Conditions of Sale or the catalogue from time to time and at any time through posted notices, addenda, or errata or through oral salesroom announcements during the sale. By bidding at auction, Bidder agrees to be bound by all of the terms and conditions of these Conditions of Sale and accepts personal liability to pay the purchase price, including the Buyer's Premium (as defined below), taxes and any other applicable charges, for any successful bid. If the Bidder is the successful bidder by virtue of being the highest bidder accepted by the auctioneer, or has otherwise agreed to purchase any lot, wine or other item, the Bidder is referred to herein as the "Buyer."

2. ACKER AS AGENT.

Except as otherwise stated in these Conditions of Sale, Acker acts strictly as agent for the Seller.

3. BEFORE AUCTION.

(a) Lots. Property is divided into separate groupings as determined by Acker in its sole and absolute discretion and each such grouping (a "Lot") is subject to separate bidding at auction.

(b) Inspection. Prior to auction, Bidder is advised to physically inspect any Property in which Bidder is interested in bidding and to rely on such inspection, as opposed to any descriptions in the catalogue or elsewhere.

(c) Experts. Acker may seek views of outside experts on certain Property either before or after the sale. Some Property may be marked to indicate, or show other indicia, that it has been inspected by an expert (including visible writings, stampings and cut capsules).

(i) Bidder Registration. In order to bid at auction, Bidder must have an account with Acker or its affiliates. Bidder can open such an account by: (A) completing and submitting a Bidder Registration form; (B) completing and submitting an Absentee Bid form; or (C) creating such account online (at www.ackerwines.com) or through the "Acker Wines" mobile app (available for downloading at the Apple App Store or Google Play Store). In connection therewith, Bidder will be required to provide the card number, expiration date and security code for an active credit or debit card (Visa, MasterCard or American Express), which Bidder authorizes Acker and its affiliates to validate. Additionally, if an auction is set-up for payment in Cryptocurrencies (as defined below) via Acker's vendor, BitPay, Inc. ("BitPay"), and Bidder desires to utilize this payment method, Bidder will be required to adhere to the

BitPay verification process described Section 5(a)(iii) below. Acker and its affiliates may also require Bidder to provide bank or other financial references. Acker and its affiliates retain the absolute right not to open or to close an account for any prospective Bidder and to refuse any prospective Bidder admission to, or participation in, any auction. Bidders also agree to provide Acker with such information as Acker may reasonably require, including a government issued identification containing a photograph, such as a passport, identity card or driver's license. Acker may use this information to verify Bidder's identification and for other screening and due diligence purposes pursuant to its Privacy Policy (<https://www.ackerwines.com/terms-conditions/#legal-privacy>), which is incorporated by reference. If Bidder does not agree to the terms of the Acker Privacy Policy, please refrain from providing any personal information and cease any use of Acker's website, apps, or other digital assets.

(d) Absentee, Telephone, Online and Mobile App Bidding.

Prior to the sale, Bidders may make arrangements with Acker to participate at auction by absentee or telephone bidding. Bidder may also participate in the sale by bidding through Acker's and its affiliates' online and/or mobile app bidding platforms, which participation shall be subject to the Website and Mobile App Terms of Use (available at <https://www.ackerwines.com/terms-conditions/>). Bidders wishing to participate by absentee bidding must complete and submit an Absentee Bid form to Acker in advance of the sale. All absentee bids must be placed in United States Dollars. If Acker receives identical absentee bids for any particular Lot and such bids are the highest amount for that Lot at auction, the winning bid for such Lot shall be determined by the auctioneer in its sole and absolute discretion; provided that the exercise of the auctioneer's discretion is not in a discriminatory manner otherwise prohibited by applicable law. The acceptance of absentee, telephone, online and mobile app bids for any Lot in a live auction is subject to the sole and absolute discretion of the auctioneer. With respect to bids placed through the online or mobile app bidding platforms, any online and mobile app notifications concerning Bidder's bid status may be overridden by the auctioneer. As such, even if Bidder receives an online or mobile app notice indicating that its bid has been accepted, please be advised that the auctioneer may determine otherwise in its sole and absolute discretion, and the auctioneer's decision shall be final. Acker offers complimentary absentee, telephone, online and mobile app bidding solely as a convenience to its clients. In no event shall Acker or its affiliates or auctioneer (or any of their respective officers, directors, shareholders, members, employees, attorneys, representatives, agents or assigns) be liable for any errors, omissions or failures relating to, arising from or in connection with the execution (or failure to properly execute) any absentee, telephone, online or mobile app bids.

4. AT AUCTION.

(a) Catalogues. Bidder is advised to read the print or a PDF copy of the catalogue in its entirety. While Acker has attempted to describe each Lot in the catalogue accurately, in no event shall Acker be liable for any error or omission in any such description. Acker retains the absolute right to amend any description in any manner prior to and during the auction. Classifications in the text are for identification purposes

only and are based on standard sources. Each statement regarding Property, whether oral or written, and whether made in the catalogue, an advertisement, bill of sale, invoice, addendum, notice, announcement, email, or other written or oral communication, is a statement of OPINION ONLY and should not be relied upon by any Bidder. Bidder must make appropriate allowances for natural variations of ullages, and conditions of cases, bottles, labels, caps, corks, capsules, and wine and spirits. In no event shall Acker be required to accept a return, offer credit for, or adjust the price of any Property after delivery except under the terms stated in Section 5(e) below. Images appearing in the catalogue or elsewhere are for illustrative and informational purposes only and may not reveal defects or imperfections in any Lot. Bidder is advised not to rely on images in determining whether to bid on Property and is further advised to personally inspect any Property in which Bidder is interested in bidding prior to placing any bids. ALL PROPERTY IS SOLD "AS IS".

(b) No Representations, Warranties or Guarantees. ACKER AND ITS AFFILIATES, AUCTIONEER AND SELLER (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) MAKE NO ORAL OR WRITTEN EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, ACCURACY, THE CORRECTNESS OF ANY CATALOGUE DESCRIPTION OR OTHER DESCRIPTION AS TO THE ORIGIN, PHYSICAL CONDITION, SIZE, QUALITY, RARITY, AUTHENTICITY, ATTRIBUTION, VALUE, ESTIMATED VALUE, IMPORTANCE, MEDIUM, PROVENANCE, EXHIBITION HISTORY, POTABILITY, LITERATURE, HISTORICAL RELEVANCE OR BIBLIOGRAPHIC REFERENCES CONCERNING ANY PROPERTY.

(i) Non-Fungible Tokens. From time to time, Acker may offer at auction a Property that is associated with a non-fungible token ("NFT"). NFTs are unique software identification codes recorded in embedded "smart contracts" that leverage blockchain technology to identify the rightful owner, chain-of-title, and original issuer of the NFT.

(a) Without limiting the generality of the Section 4(b) above and notwithstanding anything to the contrary herein, ACKER, ITS AFFILIATES AND SELLER (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) cannot and do not represent or warrant that an NFT is reliable, current, or error-free, meets Bidder's requirements, or that defects in the NFT will be corrected. Acker cannot and does not represent or warrant that an NFT or the delivery mechanism for the NFT are free of viruses or other harmful components.

(b) Bidder acknowledges and agrees that ownership of an NFT carries no rights, express or implied, other than property rights to the NFT. Bidder acknowledges and agrees that NFTs may be issued by third parties and not by Acker itself, and that the transfer of title to the NFT may be subject to separate terms and conditions established by the issuer of the NFT

and applicable to all subsequent owners. Similarly, Bidder acknowledges and agrees that NFTs may be issued by Acker and that transfer of title to the NFT will be subject to separate terms and conditions established by Acker and applicable to all subsequent owners. All Bidders should refer to catalogue descriptions for a synopsis of key supplemental terms that may be applicable to Lots that include NFTs.

(c) Bidder acknowledges and agrees that there are risks associated with purchasing and holding NFTs. By purchasing, holding and using NFTs, Bidder expressly acknowledges and assumes all risks associated therewith including, but not limited to, risk of losing access to the NFT due to loss of private key(s), custodial errors or purchaser errors, risk of mining attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory changes, actions or intervention in one or more jurisdictions, risks related to token taxation, personal information disclosure, fraud, counterfeiting, cyber-attacks and other technical difficulties that may prevent access to or use of NFTs, risk of uninsured losses, unanticipated risks, volatility and market risks, such that the value of NFTs are subject to the potential for permanent or total loss of value.

(d) Bidder acknowledges that Bidder has sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of cryptographic tokens (like NFTs), token storage mechanisms (such as token wallets), blockchain technology and blockchain-based software systems to understand these terms and to appreciate the risks and implications of purchasing and owning NFTs. Bidder acknowledges that Bidder has obtained sufficient information to make an informed decision about owning an NFT, including carefully reviewing the terms of the applicable smart contract and the NFT and fully understands and accepts such terms.

(e) Bidder acknowledges that there is substantial uncertainty as to the characterization of NFTs and other digital assets under applicable law. Bidder represents and warrants that Bidder has the right to purchase and own an NFT in compliance with applicable laws and regulation relating to such purchase and ownership in Bidder's jurisdiction.

(c) Reserve Price. Each Lot is sold subject to a reserve price, which is the minimum price below which the Lot will not be sold (unless the auctioneer chooses, in its sole and absolute discretion, to accept a lower price and Acker pays the Seller as if the Lot had sold at the reserve price). While Acker has the right to raise or lower the reserve price at any time prior to the time the Lot is opened for bidding by the auctioneer during the live auction, under no circumstance shall the reserve price for a Lot exceed the low estimate for that Lot as printed in the catalogue or as amended by any oral or posted notice. The reserve price for each Lot is available to prospective Bidders upon request, but Acker shall have no ongoing obligation to notify a prospective Bidder who has been informed of any reserve price if such reserve price has thereafter been changed.

(d) Symbol Identifying Interest in Certain Lots. If Acker or its affiliates has a financial interest in any Lot, including a full or partial ownership interest or the provision to the Seller of a minimum price guarantee, such Lot will be identified in the catalogue by the symbol *. Any such financial interest may be held by Acker or its affiliates or jointly by Acker or

its affiliates and a third party. Acker or its affiliates and any third party holding a financial interest in a Lot jointly with Acker and/or its affiliates benefit financially if such a Lot is sold at or above a particular price and may incur a loss if it is not. Notwithstanding the foregoing, Bidder shall be deemed to have waived any further claim against Acker and its affiliates as to the failure to provide disclosures beyond those statutorily required to the maximum extent permitted by applicable law.

(e) Estimates. Each Lot in the catalogue is accompanied by a low and high estimate of the selling price, which estimates exclude the Buyer’s Premium (as defined below), taxes and any other applicable charges. While estimates are intended as a general guide for prospective Bidders, in no event do they constitute either a representation or prediction of an actual selling price or value and should not be relied upon by Bidder as such. Acker reserves the right to revise estimates at any time prior to the time the Lot is opened for bidding.

(f) Bidding.

(i) Bidder Warranties, Representation and Covenants. By bidding at auction (whether in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means), Bidder warrants, represents and covenants that: (A) Bidder is at least twenty-one (21) years of age; (B) Bidder has the legal authority, right, and capacity to buy, receive, possess and otherwise deal in any Lot purchased; (C) any bids made by Bidder or on Bidder’s behalf are not pursuant to any anti-competitive agreement and are otherwise in compliance with all applicable laws; (D) any funds used to pay for Property were not directly or indirectly obtained from any criminal activity; and (E) Bidder (and any other party or entity on whose behalf Bidder may be bidding or acting) is not subject to any trade sanctions, embargoes or any other restrictions on trade in the United States or any other jurisdiction in which Bidder or any such other party resides or conducts business. For the avoidance of doubt, if Bidder is bidding as an agent, each of the foregoing representations and warranties are made on behalf of both Bidder and its principal.

(ii) Bids per Lot. Unless otherwise announced by the auctioneer, all bids are per Lot in consecutive numerical order as they appear in the catalogue.

(iii) Bidding Up to the Reserve Price. Subject to the auctioneer’s sole and absolute discretion, bids shall be entered in the order in which they are received. The auctioneer may open bidding on any Lot by placing a bid on behalf of the Seller. The auctioneer may further bid on behalf of the Seller up to but not at or exceeding the amount of the reserve price by placing successive or consecutive bids for the Lot, or by placing bids in response to bids placed by any other Bidder.

(iv) Bidding by Acker. Acker’s affiliates reserve the right to bid for their own accounts or to procure the making of a bid on their behalf and provide notice of such right in their auction catalogues, online auction platform(s), and prior to live auctions in accordance with applicable law.

(v) Bidding by Acker Employees.) Bidding by Acker Employees. Acker reserves the right to permit its employees (in the sole and absolute discretion of Acker) to bid for their own accounts on any Lot in the sale. Employees shall bid only by absentee bid submitted prior to the auction and otherwise comply with our employee bidding procedures. Employees may bid at a discounted Buyer’s Premium. Acker’s discount policy shall be disclosed to any Bidder who requests it. Acker may deny discounts for any particular auction on prior notice before such auction takes place. Employees will not be eligible for a discounted Buyer’s Premium on charity auctions such as the auctions to benefit World Central Kitchen (“WCK”).

(vi) Bidding Not Reaching the Reserve Price. If bidding on a Lot does not reach the reserve price, the auctioneer may remove the Lot from sale. At the time of such removal and before bidding on another Lot begins, the auctioneer shall announce that the removed Lot has been “passed”, “bought in” or other term of similar meaning.

(vii) Hammer Price. The Bidder making the highest bid accepted by the auctioneer will become the Buyer. The striking of the auctioneer’s hammer marks the acceptance of such bid as the “hammer price” and the creation of a contract for sale between Seller and Buyer. The auctioneer has discretion to reopen bidding at any time during the auction in which case no contract shall be formed until such final bidding is completed.

(viii) Bidding Increments. The following are the bidding increments that will generally apply to bids, whether placed in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means; provided, however, that all increments during an auction are subject to change or modification in the sole and absolute discretion of the auctioneer. Any absentee bid submitted in an incorrect bidding increment will automatically be rounded down to the closest correct increment.

Current Bid	Bidding Increments
\$0 up to \$1000	\$50
\$1000 up to \$2000	\$100
\$2000 up to \$3000	\$200
\$3000 up to \$5000	\$200, \$500, \$800
\$5000 up to \$10,000	\$500
\$10,000 up to \$20,000	\$1000
\$20,000 up to \$30,000	\$2000
\$30,000 and more	Auctioneer’s Discretion

(ix) No Liability for Bidding Errors. In no event shall Acker or its affiliates or auctioneers (or any of their respective officers, directors, shareholders, members, employees, attorneys, representatives, agents or assigns) be liable for any errors, omissions or failures relating to, arising from or in connection with the execution (or failure to properly execute) of any bids, whether placed in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means, including errors or omissions relating to the loss of connection with the internet or Acker’s on-line or mobile app bidding platforms.

(g) Parcel Lots. In the event that the catalogue lists a sequence of Lots carrying the same estimates and consisting of the same type of wine or spirits, quantity and bottle size (each a “Parcel”), Buyer of the first Lot in such Parcel may, in the sole and absolute discretion of the auctioneer, be granted the option to buy any or all additional Lots in the Parcel for the same hammer price if there is no higher absentee bid on any subsequent Lot within the Parcel. If the option is not exercised on all such Lots, the auctioneer will open bidding on the next unsold Lot and may elect to offer the Buyer of that Lot the option to take any or all of the remaining Lots in the Parcel. Bidding shall continue in the same manner until all Lots in the Parcel have been offered and declared sold or unsold by the auctioneer.

(h) Auctioneer’s Discretion. Acker and/or the auctioneer shall have the sole and absolute discretion to: (i) withdraw any Lot; (ii) divide any Lot; (iii) combine any two or more Lots; (iv) accept or refuse any bid (whether made in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means); (v) advance the bidding, including changing the increments, in such a manner as deemed appropriate; and (vi) in the event of error or dispute or multiple bids of the same amount, determine the successful bidder, continue the bidding, cancel the sale, or reoffer and resell the disputed Lot. Wherever Acker and/or the auctioneer exercises such discretion, its decision shall be final, binding, and conclusive in all respects.

(i) Extension of Internet Bidding Window. For any Internet auctions, if a bid is placed on a Lot within ten (10) minutes of the scheduled close time, the auction for that Lot shall be extended for until the next ten (10) minutes after the scheduled close. Bidding shall be extended in ten (10) minute increments after each subsequent bid is then placed following the close of the auction. In the event the auction is extended, no contract shall be formed until the bidding is concluded.

(j) Buyer’s Premium. The total amount due from the Buyer for each Lot shall be the hammer price plus a commission equal to twenty-four and one-half percent (24.5%) of the hammer price (“Buyer’s Premium”), in addition to any applicable taxes. If Buyer purchased a Property that includes an NFT, the same Buyer’s Premium amount will be due in addition to any applicable taxes. For any Lots being offered for sale to benefit WCK, Acker will donate its Buyer’s Premium in full to WCK. Regarding any charitable auctions including the auctions to benefit WCK, Bidders are advised to consult with their own tax advisors to determine the application of the tax law to their own specific circumstances and whether a charitable contribution deduction is available for any purchase. Please note that all WCK Lots are donated in full by the consignors. Bidders are advised to discuss their particular tax circumstances with their independent tax advisor, including residency eligibility under applicable laws, to determine if a charitable deduction for any purchase is available in any jurisdiction outside the United States.

(k) Discounted Buyer’s Premium. Acker provides discounts on the buyer’s premium to Bidders who transact with Acker or its affiliates over certain dollar thresholds.

Acker’s discount policy shall be disclosed to any Bidder who requests it. Acker may deny such discounts for any particular auction on prior notice to the Bidders eligible for this discount before such auction takes place. Buyers will not be eligible for any Buyer’s Premium discounts with regard to WCK auctions.

(l) Post-Auction Sale of Property. Any post-auction sale of Property offered at auction and sold in a private treaty sale shall incorporate and be subject to these Conditions of Sale as if sold at the live auction.

5. AFTER AUCTION.

(a) Payment.

(i) When Due. Invoices reflecting the total amount due will be sent to each Buyer within two (2) days following the close of the auction (email to suffice). For any Internet, Buyer agrees to pay such invoice in full within forty-eight (48) hours following the close of the auction. For any Live auction, Buyer agrees to pay such invoice in full within thirty (30) days following the date of auction. Any amount of such invoice which remains unpaid more than forty-eight (48) hours after the date of the Internet auction, or more than thirty (30) days after the date of the Live auction, will be subject to a late fee equal to eighteen percent (18%) interest per annum, calculated on a daily basis, until such unpaid amount has been paid (“Late Fee”), notwithstanding any other provision of these Conditions of Sale. In the event Buyer has not paid in full within sixty (60) days following the close of the auction, Acker reserves the right to cancel the sale and reoffer such Lot(s), in addition to any of our rights upon buyer default.

(ii) Method of Payment. (ii) Method of Payment. Payment of each invoice must be made in United States Dollars. Payments may be made by wire transfer, check and/or certain credit or debit cards (subject to the provisions herein). Any check returned unpaid will be subject to a \$100 processing fee and will not be deemed paid for purposes of determining whether payment has been timely received. Visa, MasterCard, and American Express are accepted, without a convenience fee, for payments in the aggregate of up to \$15,000.00 per auction. To the extent permitted by law, the portion of any payment made by credit card in excess of \$15,000.00 per auction shall be subject to a 3% convenience fee. By bidding at auction, Bidder authorizes Acker, without further notice to Bidder, to charge any credit or debit card used by Bidder to create an account with Acker and its affiliates or to make payment on any current or past invoice issued to Bidder by Acker or its affiliates, any balance of Bidder’s invoice that remains unpaid more than thirty (30) days after the auction (in addition to both a 3% convenience fee on any amount in excess of \$15,000.00 and all other applicable fees and expenses, including late fees). All web auction buyers have the responsibility to have a valid credit card on file with Acker that will be tokenized through its payment processor. In the event Acker is unable to automatically charge buyer’s credit card within forty-eight (48) hours after the close of the auction for any reason,

it is the obligation of the buyer to contact Acker to make alternative payment arrangements within this forty-eight (48) hour period. For successful buyers at web auctions, such buyers will be notified by email the night of the close of the auction (Eastern Time) of their purchase and be issued an invoice (typically a Sunday). The next day the buyer's credit card will be automatically charged for their purchase to which Bidders consent by participating in the auction and agreeing to these Conditions of Sale. If for any reason a buyer's credit card is declined, the buyer will be notified of the need for alternative payment by the Thursday of that week by 12a.m. Eastern Time. If we do not receive payment by that time, the Lot(s) will be deemed to be defaulted on, and we shall reoffer the Lot(s) in the next available web auction.

(a) Method of Payment – Cryptocurrency. For sales that permit payment in Bitcoin, Bitcoin Cash, Ethereum, Dogecoin, PAX, Gemini Dollar or BUSD (each a “Cryptocurrency” and collectively, the “Cryptocurrencies”), payment may be made via a digital wallet transfer of Cryptocurrency to Acker's digital wallet. To accept Cryptocurrency as a form of payment, Acker has entered into an agreement with BitPay, a blockchain/cryptocurrency payment processor that enables Acker to accept Cryptocurrencies as a payment method for invoices.

Bidder may deliver Cryptocurrency payment from Bidder's digital wallet maintained at BitPay or from a digital wallet hosted at another exchange that is registered to Bidder, or if Bidder registered a bid as a company, then in the name of the company. Prior to receiving payment from Bidder, BitPay may require that Bidder complete a verification process and create a “BitPay ID” at the time of payment. Bidder agrees, upon Acker's request, to provide documentation confirming that the Cryptocurrency payment was made from a digital wallet registered in the name of Bidder or the company that Bidder represents. Partial payments will not be accepted. Furthermore, partial payments from multiple digital wallets or using multiple Cryptocurrencies will not be allowed. If Bidder purchases multiple Lots, Bidder may pay for one Lot from one digital wallet using one Cryptocurrency and for another Lot from a different digital wallet using the same or a different Cryptocurrency, but payment must be accomplished through separate transactions for each Lot. For Cryptocurrency payments, the spot rate of exchange for the relevant Cryptocurrency will be set on the date Acker submits a payment request through BitPay and will be based on the rate set forth by BitPay as available through its exchange. All payments made using Cryptocurrency shall be subject to a 1% transaction fee, provided that this transaction fee will be waived if Acker receives Bidder's full payment in good and cleared funds within two (2) weeks of the auction. Acker reserves the right to add or remove any and all Cryptocurrencies as a payment option at any time and in its sole discretion.

If Bidder makes payment in Cryptocurrency from a digital wallet, Bidder represents and warrants that the source of wealth for the digital wallet is not attributable, either directly or indirectly, to (i) a citizen or resident of, or

located in, a geographic area that is the target of sanctions or embargoes imposed by the European Union, the United Kingdom, the United Nations or the United States or (ii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List, or similar lists promulgated by the government of the European Union, the United Kingdom, or the United Nations. If a Buyer wishes to take possession of the Property, it will need to disclose its contact information to Acker.

b. Title and Taxes.

(i) New York Live Auctions (“New York Live Auctions”). Except for the transfer of title and ownership of Property associated with an NFT, which will be subject to the provisions of Section 5(b)(iv) below, title to and ownership of purchased Property passes to Buyer in the State of New York, where New York live auctions (conducted by Acker Auction, Inc.) are fulfilled and where all Property will be located at the time of the auction and when released to Buyer.

For New York Live Auctions, Acker Auction is required to release purchased Property to Buyer in the State of New York, and, therefore, it is required to charge and collect New York sales tax, which will be applied to Buyer's purchase. Property may be picked up in person from the designated location in New York. If purchased Property is released by Acker Auction to a licensed freight forwarder hired by Buyer for immediate shipment to a point outside of the United States, New York sales tax will not be applied to Buyer's purchase.

(ii) Delaware Live Auctions (“Delaware Live Auctions”). For Delaware Live Auctions (conducted by Acker Auction DE), all purchased Property is sold to the Buyer in Delaware and title passes to Buyer in Delaware. Acker is required to comply with all applicable Delaware state and local sales tax laws with respect to its live auction sales. As of the date of these Conditions of Sale, the State of Delaware does not impose sales tax on tangible personal property sold within the State. Therefore, Acker is not required to charge or collect sales tax on Property sold within the State of Delaware pursuant to these conditions of sale.

Except for the transfer of title and possession to Property associated with an NFT, which will be subject to the provisions of Section 5(b)(iv) below, title to purchased Property shall not pass, nor shall possession of such Property be transferred to Buyer in the State of Delaware, until payment in full has been received by Acker in good and cleared funds.

(iii) Internet Auctions of Wine and Spirits. Internet Auctions are conducted by either AMC or Acker Auction. Internet auctions of wine are conducted by AMC, under a license issued by the State of California. Internet auctions of spirits are conducted by Acker Auction, under a license issued by the State of New York. Except for the transfer of

title and ownership to Property associated with an NFT, which will be subject to the provisions of Section 5(b)(iv) below, title to and ownership of purchased Property passes to the Buyer in either the State of Delaware, California, or New York, depending upon where the auction is fulfilled and where, unless other arrangements are made, all Property will be located when released to Buyer. Title to purchased Property shall not pass, nor shall possession of such Property be transferred to Buyer, until payment in full has been received by AMC (for wine auctions) or Acker Auction (for spirits auctions) in good and cleared funds. Neither AMC nor Acker Auction can ship or arrange shipping of purchased property to any destination within the United States outside of California or New York, where AMC and Acker Auction are licensed, respectively.

For internet auctions of wine (conducted under AMC's California license, title to Property will pass in California (or Delaware if the Property is accepted by Buyer in Delaware). If the Property is released to Buyer in California, or Buyer requires delivery to California, California sales tax will be charged to Buyer. Anything contained herein to the contrary notwithstanding, spirits to be released within the United States will only be available for pick up in New York. For internet auctions of spirits (conducted under Acker Auction's New York license), title to purchased Property will pass in New York. Buyers purchasing from an internet spirits auctions must either pick-up purchased Property in person at Acker's designated New York location or make their own arrangements for delivery elsewhere following delivery and acceptance in New York. New York sales tax will be charged.

(iv) Transferring Title via NFT. If Buyer has purchased a Property that is associated with an NFT, then Acker (or the Seller) will not transfer title or ownership of the NFT to Buyer until payment in full has been received by Acker in good and cleared funds. Upon Acker's receipt of payment in full in good and cleared funds, title, and ownership of the NFT will be transferred to Buyer. To receive the NFT, Buyer will use a digital wallet or wallet service provider registered in Buyer's name or for which Buyer has title and that supports the NFT and understands and accepts that failure to ensure this may result in Buyer's inability to access the NFT. If the bid was made on behalf of a company, then the digital wallet used to accept the NFT will be registered to the company, or the company will hold its title.

Buyer represents that the digital wallet or wallet service provider to which Acker (or the Seller) will transfer the NFT is not owned by or associated with (i) a citizen or resident of, or located in, a geographic area that is the target of sanctions or embargoes imposed by the European Union, the United Kingdom, the United Nations or the United States or (ii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of the Treasury's Specially Designated Nationals or Blocked Persons List, or the U.S. Department of State's Debarred Parties List, or similar lists promulgated by the government of the European Union, the United Kingdom, or the United Nations.

Risk of loss and responsibility for the NFT for which title is passed will transfer to Buyer when Acker (or the Seller) has sent the NFT to the digital wallet Buyer has specified. Buyer is responsible for implementing reasonable measures for securing the other storage mechanism Buyer uses to receive and hold the NFT, including any requisite private key(s) or other credentials necessary to access such storage mechanism(s), and further specifically acknowledges that the risk of acquiring, transferring, creating, holding, or using the NFT or Buyer's wallet rests entirely with the Buyer. If Buyer's private key(s) or other access credentials are lost, Buyer may lose access to the NFT. Acker is not responsible for any such losses.

(c) Collection and Delivery of Property. Title to purchased Property shall not pass, nor shall possession of such Property be transferred to Buyer, until payment in full has been received by Acker in good and cleared funds. Upon Acker's receipt of payment in full in good and cleared funds, purchased Property will be released to Buyer and available for pickup by Buyer at Acker's designated location. Acker does not ship alcoholic beverages within the United States except to California or New York, pursuant to the terms in this Section. Any shipping or delivery arrangements required after the release of purchased property to Buyer shall be the sole responsibility of Buyer and at Buyer's sole cost. Acker cannot release purchased Property to a carrier for delivery outside of the designated delivery state once released to Buyer, with the exception of release to a licensed freight forwarder for delivery to a destination outside the United States, or (for live and internet auctions only) or delivery to New York or California, subject to the exceptions below.

(i) For *New York Live Auctions and Internet Auctions of spirits*, Acker Auction is required to release purchased Property to Buyer in the State of New York, and, therefore, it is required to charge and collect New York sales tax, which will be applied to Buyer's purchase. Property may be picked up in person from the designated location in New York.

(ii) For *Delaware Live Auctions and Internet Auctions of Wines*, after title passes if the Property has been picked up by the Buyer in person, or delivered to Acker Storage, any Buyer who arranges shipping, transportation, or delivery of purchased Property outside of the State of Delaware acknowledges that it is the owner and shipper of such Property. Neither Acker Auction, AMC, nor Acker Storage nor any of their affiliates make any representation as to the legal rights of any person or entity to ship, transport, deliver or import Property into any state, country, or jurisdiction. Buyer shall be solely and exclusively responsible for the shipping, transportation, and delivery of purchased Property, determining the legality of having such Property shipped, transported and/or delivered to the applicable destination, and compliance with any laws and the payment of all applicable taxes, duties, tariffs, and fees (including without limitation any interest or penalties) associated therewith.

Upon Acker's receipt of payment in full in good and cleared funds, purchased Property will be released. Within five (5) days from the date title passes and the Property is made available,

the Buyer must (i) arrange to pick up the Property from Acker in person; (ii) arrange for the delivery of the wine to a carrier with all necessary permits and licenses for shipment to a destination outside the United States of America; or (iii) (for internet auctions of wines only), arrange for delivery of the Property to the Buyer in California, where AMC is licensed, and Buyer must pay the applicable sales and/or excise taxes. If the Buyer does not select one of the three options above, the Buyer will be deemed to have consented to the transfer of the Property to Acker Storage and the Property will be transferred, in the Buyer's name, to Acker Storage and Buyer will be responsible to pay any and all of Acker Storage's fees and service charges and the Property will be subject to the terms of Acker Storage's storage agreement that can be located at ackerstorage.com/StorageAgreement.pdf. Neither Acker Auction DE nor AMC can deliver Property except within the state which issued the license pursuant to which the auction was held or to the State of Delaware where the Property is stored. Arrangement to pick up the Property from Acker Storage can be made by calling (302) 525-8601.

ACKER DOES NOT SHIP, TRANSPORT OR DELIVER ALCOHOLIC BEVERAGES AND SHALL HAVE NO OBLIGATION TO SHIP, TRANSPORT OR DELIVER PURCHASED PROPERTY TO BUYER. UNDER THE APPROPRIATE CIRCUMSTANCES, ACKER MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, AGREE TO DELIVER PROPERTY TO A CARRIER WITH THE NECESSARY LICENSES AND PERMITS TO SHIP ALCOHOLIC BEVERAGES OUTSIDE THE UNITED STATES, OR TO THE STATE THAT ISSUED THE LICENSE PURSUANT TO WHICH THE AUCTION WAS CONDUCTED (DELAWARE OR CALIFORNIA). ACKER WILL COLLECT APPLICABLE SALE TAX FOR DELIVERIES INTO THE STATE WHICH ISSUED THE LICENSE PURSUANT TO WHICH THE AUCTION WAS CONDUCTED. (AT THIS TIME DELAWARE DOES NOT IMPOSE A SALES TAX). DELIVERY TO A COMMON CARRIER OR FREIGHT FORWARDER FOR SHIPMENT OUTSIDE THE UNITED STATES SHALL ONLY BE MADE ON THE CONDITION THE BUYER ASSUMES THE RESPONSIBILITY TO COMPLY WITH THE LAWS OF ALL GOVERNMENTAL ENTITIES WITH JURISDICTIONS OVER THE TRANSACTION AND TO PAY ANY AND ALL TAXES, FEES, EXPENSES, FINES, INTEREST, ATTORNEYS' FEES, TARIFFS, LEVIES AND OTHER TAXES, COSTS AND EXPENSES RELATED TO THE TRANSACTION AND INDEMNIFIES AND HOLDS HARMLESS ACKER AND ITS AFFILIATES FROM ALL OF THE FOREGOING INCLUDING ITS ATTORNEYS' FEES AND COSTS.

After the Property has been delivered to Buyer, in Acker's Delaware facility, Buyer may make arrangements to leave the Property in storage in the state or to have the Property delivered elsewhere, Buyer assumes sole and exclusive responsibility for any required shipping, transportation or delivery arrangements of the purchased Property from the State of Delaware to Buyer's desired destination and shall be solely responsible for any and all state and local sales or use taxes and/or other duties, taxes, tariffs or fees due or assessed by the jurisdiction and any interest or penalties related thereto. If purchased Property is not picked up by Buyer in-person within five (5) days after payment in full has been received by Acker Auction DE or

AMC in good and cleared funds or if, prior to the expiration of such five (5) day period Buyer notifies Acker in writing (email to suffice) that shipping, transportation or other delivery thereof outside the United States or to California or Delaware is required, Acker will automatically transfer custody of such Property to Acker Storage located at 1800 Ogletown Road, Suite E, Newark, DE 19711 (info@ackerstorage.com), which storage facility shall act as agent for Buyer in providing on-site storage of such Property until pick-up, shipping, transportation or delivery arrangements have been made outside the State of Delaware. The list of storage fees applicable can be found at ackerstorage.com/StorageAgreement.pdf.

Buyer agrees to pay all storage fees and other applicable charges imposed by Acker Storage and understands that Acker Storage has and may enforce a lien (including without limitation a lien under section 6 Del. C. 7-709(a)) on any Property transferred to it to be stored. Once physical custody of Property has been transferred to Acker Storage, Buyer may pick up such Property in person from Acker Storage, leave the Property in storage in Delaware or make independent shipping, transportation, or delivery arrangements for the Property to be delivered outside of the State of Delaware. To arrange in-person pick up from Acker Storage or for a full list of services offered by Acker Storage, please visit info@ackerstorage.com or call (302) 731-1483 during regular business hours. Please read Acker Storage's terms and conditions carefully as they contain limitations as to Acker Storage's liability for loss or damage to Property and as to the services Acker Storage is prepared to provide. **ONCE CUSTODY OF ANY PURCHASED PROPERTY HAS BEEN TRANSFERRED TO ACKER STORAGE AS PROVIDED ABOVE, ACKER AUCTION DE AND ITS AFFILIATES, AUCTIONEERS, AND SELLER (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) SHALL HAVE NO LIABILITY OF ANY KIND TO BUYER OR ANY OTHER PARTY IN CONNECTION WITH ANY SUBSEQUENT DETERIORATION, DAMAGE, OR OTHER LOSS OF ANY KIND IN CONNECTION THEREWITH, NO MATTER HOW OCCASIONED, WHETHER RELATING TO, ARISING FROM, OR IN CONNECTION WITH THE STORAGE OF SUCH PROPERTY AT ACKER STORAGE, THE SHIPMENT, TRANSPORTATION OR DELIVERY THEREOF (INCLUDING, WITHOUT LIMITATION, WHILE SUCH PROPERTY IS IN TRANSIT), OR OTHERWISE. NOTE THAT THE LIABILITY OF ACKER STORAGE MAY BE LIMITED BY LAW OR BY THE TERMS OF ITS STORAGE AGREEMENT.**

After title passes and the Property has been picked up by the Buyer or delivered to Acker Storage, any Buyer who arranges shipping, transportation, or delivery of purchased Property outside of the State of Delaware acknowledges that it is the owner and shipper of such Property. Neither Acker Auction DE, AMC, nor Acker Storage nor any of their affiliates make any representation as to the legal rights of any person or entity to ship, transport, deliver or import Property into any state, country, or jurisdiction. Buyer shall be solely and exclusively responsible for the shipping, transportation, and delivery of purchased Property, determining the legality of having such

Property shipped, transported and/or delivered to the applicable destination, and compliance with any laws and the payment of all applicable taxes, duties, tariffs, and fees (including without limitation any interest or penalties) associated therewith.

(d) Importation and Exportation.

(i) Importation and Delivery. Acker and its affiliates make no representation as to the legal rights of anyone to import or deliver any Property or other goods into any state or jurisdiction. Buyer acknowledges and agrees that it is solely responsible for the transport of the Property and for determining the legality and the tax/duty consequences of bringing the products to Buyer's chosen destination.

(ii) Exportation. Property sold at auction may be subject to laws governing export from the United States, and Acker and its affiliates make no representation as to the legal rights of anyone to export such Property or other goods into any state or jurisdiction. It shall be Buyer's sole responsibility to determine, before bidding at auction, whether an export permit or license is required for Buyer's purchase and, if required, 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.

(e) Rescission.

(i) Claims by Buyer. Acker has the right but not the obligation to rescind a sale if any statement in Acker's offering materials concerning a Lot is materially incorrect or such Lot is short or is in unsound condition (e.g., cooked, and spoiled), Buyer's sole remedy shall be rescission of such sale in Acker's sole and absolute discretion. If Buyer seeks rescission under this paragraph 5(e)(i), Buyer must so notify Acker in writing within ninety (90) days after the auction. Buyer may only make such a claim if the Property in question: (A) has the Acker auction sale date reference sticker(s) on the relevant bottle(s); (B) is in the same condition as when it was released by Acker to Buyer or when custody thereof was transferred to Acker Storage; and (C) has been delivered to and from Buyer and stored under appropriate conditions. **TO THE FULLEST EXTENT PERMITTED BY LAW, BIDDER WAIVES ANY RIGHT TO MAKE ANY CLAIM OR BRING ANY LEGAL ACTION AGAINST ACKER AND ITS AFFILIATES, AUCTIONEERS, AND SELLER (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) RESULTING FROM ANY DETERMINATION MADE (OR FAILED TO BE MADE) BY ACKER UNDER THIS SUBSECTION. IN THE EVENT THAT BUYER FAILS TO PROVIDE TIMELY AND PROPER NOTICE TO ACKER UNDER THIS SUBSECTION, BUYER SHALL BE DEEMED TO HAVE WAIVED ANY RIGHT TO RESCISSION AS HEREIN PROVIDED.** Only the Buyer of record of the Property shall be entitled to make a claim of rescission under this subparagraph.

(ii) Buyer's Sole Remedy. **THE REFUND TO BUYER OF THE PURCHASE PRICE PAID FOR ANY PROPERTY SHALL BE BUYER'S SOLE REMEDY**

FOR ANY CLAIM OR MATTER RELATING THERETO.

(iii) Different Importers/Bottle Numbers. Although Acker may at times state in the catalogue or elsewhere if a Lot includes Property from different importers, failure to so state is not grounds for rescission of the sale of any Lot. Similarly, any incorrect statement or omission in the catalogue concerning bottle and/or sequence numbers of Property from those producers that number their bottles is not grounds for rescission of the sale of any Lot.

(iv) Limited Guarantee. Notwithstanding anything to the contrary contained within these Conditions of Sale, Acker agrees to refund the purchase price to the Buyer of any Property purchased from Acker that is not of the vintage or from the producer as was stated in the catalogue or otherwise represented by Acker, including, but not limited to, Property that is counterfeit or has indicia which suggest that it is likely counterfeit, provided that: (A) the Buyer directly purchased the Property from Acker; (B) the Buyer returns such Property to Acker within ninety (90) days of the date of delivery of such Property to Buyer; and (C) that Buyer returns such Property in materially the same condition as it was delivered to Buyer.

(f) Default by Buyer. If Buyer fails to make payment in full in accordance with these Conditions of Sale within thirty (30) days following the auction, Acker Auction may, in its sole and absolute discretion:

(i) Cancel the sale, retaining any partial payment as liquidated damages;

(ii) Resell Property publicly or privately for Buyer's account and at Buyer's risk, with estimates and a reserve set at Acker's sole and absolute discretion, and charge Buyer for any deficiency between the final bid in the resale and the final bid placed by Buyer, in addition to all costs and expenses of both the initial sale and the resale at Acker's regular rates and the Buyer's Premium due in connection with both sales;

(iii) Set off all sums due from Buyer against any amounts which Acker or its affiliates may owe to Buyer;

(iv) Exercise all the rights and remedies of a party holding a first priority perfected security interest in any Property or other property in the possession of Acker or its affiliates and which is owned or has been consigned by Buyer;

(v) Collect from Buyer the total amount due (including the Late Fee) plus any loss, cost or expense incurred by Acker in effecting such collection;

(vi) Collect from Buyer reasonable attorneys' fees and expenses incurred by Acker in exercising any one or more of the rights or remedies set forth in this Agreement;

(vii) Prohibit Buyer from directly or indirectly purchasing from Acker and its affiliates and from participating in future auctions and other events held, hosted, or sponsored by Acker or its affiliates;

(viii) Exercise any right or remedy against Buyer available to Seller at law, equity or otherwise; or

(ix) Release the name and address of the Buyer to the Seller to enable Seller to commence legal proceedings against Buyer to recover all amounts due.

Acker may, in its sole and absolute discretion, exercise any one or more of the preceding remedies or any combination thereof.

If Buyer fails to pick up the Property in-person or fails to arrange for shipping, transportation or other delivery of the Property after payment in full has been received by Acker Auction, and after the Buyer has had five (5) business days after payment to pick up the Property itself or authorize delivery of the Property to Acker Storage and has not paid the storage fees for the Property at Acker Storage, Acker may, in its sole and absolute discretion, take any of the following actions in order to pay off all storage fees and other expenses incurred by Acker or Acker Storage:

(i) Cancel the sale;

(ii) Resell Property publicly or privately for Buyer's account and at Buyer's risk, with estimates and a reserve set at Acker's absolute and sole discretion, and charge Buyer for any deficiency between the final bid in the resale and the final bid placed by Buyer, in addition to all costs and expenses of both the initial sale and the resale at Acker's regular rates and the Buyer's Premium due in connection with both sales;

(iii) Set off all sums due from Buyer against any amounts which Acker or its affiliates may owe to Buyer;

(iv) Exercise all the rights and remedies of a party holding a first priority perfected security interest in any Property or other property in the possession of Acker or its affiliates and which is owned or has been consigned by Buyer;

(v) Collect from Buyer the total amount due (including the Late Fee and/or interest) plus any loss, cost or expense incurred by Acker in effecting such collection;

(vi) Collect from Buyer reasonable attorneys' fees and expenses incurred by Acker in exercising any one or more of the rights or remedies set forth in this Agreement; provided, however, that prior to taking any of the foregoing actions, Acker shall make three attempts using reasonable business effort to contact the Buyer in writing (which may include electronic transmission) as to Buyer's failure to pick up or arrange for shipping, transportation, or other delivery of the Property. Acker shall hold any monies received in connection with such sale (after receiving payment for its storage and other costs) in accordance with all escheatment rules of the State of Delaware and as provided under the Acker Storage Agreement.

(g) Bidder's Indemnity. By bidding at auction, each Bidder (including Buyer) agrees to indemnify, defend and hold Acker and its affiliates, auctioneer, and Seller (and each of their respective officers, directors, shareholders, members, employees, attorneys, representatives, agents and assigns) (each, an "Indemnitee") harmless from and against any and

all losses, damages, demands, claims, suits, judgments, costs, expenses, or other liability of any kind (including reasonable attorneys' fees and expenses) relating to, arising from or in connection with: (i) Bidder's actual, threatened or alleged breach of any representation, warranty, covenant or other provision contained within these Conditions of Sale; (ii) any act or omission on the part of Bidder (or Bidder's agents, employees or representatives) adversely affecting Property; (iii) any inaccuracy of any document or instrument delivered by Bidder pursuant to or in connection with these Conditions of Sale; or (iv) Bidder's violation of any applicable law, statute, rule or regulation. Bidder further agrees to advance each Indemnitee, upon demand, all costs, and expenses (including reasonable attorneys' fees and expenses) as they are incurred by such Indemnitee in connection with any matter covered by the indemnification provisions of this Section 5(h). All of Bidder's representations, warranties, and covenants herein, together with the indemnification provided for in this Section 5(g), shall survive completion of the transactions contemplated in these Conditions of Sale.

(h) Copyright. Acker reserves copyright in all images, illustrations and written material produced by or on behalf of Acker, including, without limitation, the content of the catalogue (collectively, "Material"), and in no event may Buyer or any third party use any Material without Acker's prior written consent. In no event do Acker or its affiliates or Seller make any representation or warranty that Buyer will acquire any copyright, reproduction right or any other intellectual property right in any Property.

6. GOVERNING LAW AND FORUM SELECTION.

(a) These Conditions of Sale, including the respective rights and obligations of the parties hereunder and the conduct of the auction for live Delaware sales (including any online bidding in the auction, to which these Conditions of Sale apply), shall be governed by the laws of the State of Delaware without regard to the conflicts of laws principles thereof. For New York Live Auctions and Internet Auctions for spirits in New York, the governing law shall be New York (including any online bidding or use of the mobile app). For Internet Auctions of wine (conducted by AMC), the governing law shall be California (including any online bidding or use of the mobile app). For the benefit of Acker, by bidding at auction (whether in person or through an agent, or through absentee, telephone, online, or mobile app bidding, or by other means), each Bidder (including Buyer) consents and agrees to the exclusive jurisdiction of the state courts of the State of Delaware located in New Castle County for Delaware Live Auctions, San Francisco, California in connection with Internet Auctions of wine or New York, New York in connection with New York Live Auctions and Internet Auctions of spirits in connection with any legal claim or action relating to, arising from, or in connection with these Conditions of Sale, including the respective rights and obligations of the parties hereunder and the conduct of the respective auction, and consents to personal jurisdiction in such respective courts. Each Bidder (including Buyer) waives, to the maximum extent permitted by law, any objection to the laying of venue in any such court and any claim that such court would be an inconvenient forum for any action covered by this Section 6. Each Bidder (including Buyer) agrees that Acker shall retain

the right to bring legal proceedings in any court other than the state courts of the State of Delaware state courts located in New Castle County for Delaware or New York County, New York for New York, or San Francisco for California.

(b) To the extent required by applicable law, each auctioneer is licensed pursuant to 30 Del. C. 2301(a)(3) or as required by the state pursuant to which state's law the auction was licensed.

7. JURY TRIAL WAIVER.

EACH BIDDER (INCLUDING BUYER), SELLER AND ACKER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING FROM, RELATING TO, OR CONCERNING THESE CONDITIONS, INCLUDING THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE CONDUCT OF THE AUCTION.

EACH BIDDER (INCLUDING BUYER), SELLER AND ACKER AGREE THAT ANY LEGAL ACTION OR PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS EACH PARTY SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ACTION. THIS CLASS ACTION WAIVER IS NOT APPLICABLE TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW.

8. LIMITATIONS OF LIABILITY.

ACKER AND ITS AFFILIATES, AUCTIONEERS, AND SELLERS (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) SHALL NOT BE LIABLE TO ANY BIDDER (INCLUDING BUYER) FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, DAMAGES FOR BUSINESS INTERRUPTION, USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; SERVER FAILURE OR DATA LOSS, CORRUPTED WALLET FILES,

UNAUTHORIZED ACCESS TO APPLICATIONS, ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION INTERNET OR SYSTEMS OUTAGES, VIRUSES OR MALICIOUS CODES, HACKING OR OTHER ATTACKS) ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR

USE OF LOTS OR OTHERWISE RELATED TO THESE CONDITIONS OF SALE, INCLUDING THE CONDUCT OF THE AUCTION, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE), ARISING FROM, RELATING TO, OR CONCERNING THESE CONDITIONS OF SALE, INCLUDING THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER OR THE CONDUCT OF THE AUCTION, NO MATTER HOW OCCASIONED, AND EACH BIDDER (INCLUDING BUYER) EXPRESSLY WAIVES ANY RIGHT TO RECOVER ANY SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MAXIMUM LIABILITY OF ACKER AND ITS AFFILIATES, AUCTIONEERS, AND SELLERS (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) SHALL BE THE AMOUNT PAID BY BUYER FOR ANY PROPERTY THAT IS SUBJECT TO RETURN AS PERMITTED HEREUNDER. ACKER AND ITS AFFILIATES, AUCTIONEERS, AND SELLER (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES, AGENTS AND ASSIGNS) SHALL HAVE NO OTHER LIABILITY OF ANY KIND OR NATURE UNDER THIS AGREEMENT, IN TORT OR OTHERWISE, WHETHER AT LAW OR IN EQUITY, WITH RESPECT TO THIS AGREEMENT OR THE OFFER, PURCHASE OR SALE OF ANY PROPERTY.

9. PERSONAL DATA AND INFORMATION.

Acker and its affiliates process each Bidder's and Buyer's personal data and/or information, as applicable, in accordance with its privacy policies available at: <https://www.ackerwines.com/terms-conditions/#legal-privacy>.

10. MISCELLANEOUS.

These Conditions of Sale constitute the entire understanding and agreement between the parties with respect to the subject matter contained herein and supersede and cancels all previous agreements and commitments, whether oral or written, in connection with the matters described herein. No waiver or modification of these Conditions of Sale shall be binding unless in writing and assented to by both Bidder and an authorized representative of Acker. No failure to insist upon compliance with any term or condition of these Conditions of Sale, whether by conduct or otherwise, shall be construed to be a waiver of such term or condition. In the event any one or more provisions of these Conditions of Sale is determined to be invalid or unenforceable in any respect, the validity and enforceability of all remaining provisions hereof shall not in any way be

affected or impaired. In the event of a conflict between these Conditions of Sale and any other document, terms, or policy published by Acker (including, without limitation, the Website and Mobile App Terms of Use), these Conditions of Sale shall control. No provision of these Conditions of Sale shall be construed to create a partnership or other joint venture or enterprise between or among any of Acker, Bidder and Seller. None of the terms and conditions set forth in these Conditions of Sale may be assigned by Bidder without Acker's express written consent.

Each of Acker's affiliates and auctioneers (and each of their and Sellers' respective officers, directors, shareholders, members, employees, attorneys, representatives, agents, and assigns) shall be an express third-party beneficiary of the protections, rights and authority bestowed upon such entity or person by and throughout these Conditions of Sale. These Conditions of Sale shall be binding upon Bidder's heirs, executors, beneficiaries, successors, and assigns. Section headings herein are for purposes of convenient reference only and will not affect the meaning or interpretation of any provision of these Conditions of Sale. These Conditions of Sale shall be construed as if jointly drafted and without regard

to any presumption or other rule requiring construction against any party on account of its participation in the drafting hereof. Bidder acknowledges that it has read these Conditions of Sale in their entirety, understands that these Conditions of Sale constitute an important legal document, has had the opportunity to consult with legal counsel of its own choosing prior to bidding at auction, agrees to be bound by all of the terms and conditions set forth herein, and that Acker has not provided any legal advice to Bidder in connection with these Conditions of Sale or the subject matter thereof.

11. LICENSE NUMBER.

To the extent required by applicable law, each auctioneer is licensed pursuant to 30 Del. C. 2301(a)(3). The license number assigned to Acker by the Delaware Alcoholic Beverage Control Commissioner is 15350. For New York auctions, Acker Auction, Inc.'s New York Auction License No. is 1413658.