

CARRIER SHIPPING AGREEMENT GENERAL TERMS AND CONDITIONS

The following terms and conditions (these “***Terms and Conditions***”) govern, and are made a part of, the Wine Storage Agreement form (the “***WSA Form***”) executed by the individual or entity named on the WSA Form (the “***Customer***”) in favor of Domaine New York LLC, a New Jersey limited liability company (the “***Company***”). Collectively, the WSA Form and these Terms and Conditions constitute the “***Agreement***.”

1. **Carrier Shipment.** The Company and the Customer have agreed to utilize the services of a common carrier “the Carrier” for the wine shipment for the Customer and may also use a third-party logistics vendor contracted with the Carrier (“Logistics Vendor”) to facilitate the shipment of said wine with the Carrier.
2. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event will the Company, the Carrier, Logistics Vendor, and their respective owners, affiliates, subsidiaries, employees, agents, contractors, members, sister corporations, parent corporations, and other related parties be liable to the Customer or to any third party for any damages arising out of or related to the “Services,” whether based in contract, tort (including active and passive negligence), strict liability or otherwise, including but not limited to the following damages: Actual, special, indirect, incidental, consequential, punitive or exemplary damages of any kind.
3. **Definition of Services.** For purposes of this Agreement, “Services” shall be defined to mean the preparation, transportation or shipment of wine requested by Customer with the Carrier and/or Logistics Vendor to any person, entity, third party or otherwise.
4. **Severability.** In the event any portion of this paragraph with respect to liability were to be struck down in whole or in part by any court or tribunal of competent jurisdiction, then in that event the remaining portions not stricken shall remain in full force and effect and any liability imposed upon the Company, Carrier or Logistics Vendor shall in the aggregate be limited and not exceed the amount of storage fees paid by the Undersigned to the Company for the preceding twelve (12) month period.
5. **Indemnification.** To the maximum extent permitted by applicable law, the Customer does hereby agree to defend, indemnify, and hold harmless the Company, Carrier and Logistics Vendor and their respective owners, affiliates, subsidiaries, employees, agents, contractors, members, sister corporations, parent corporations, and other related parties from and against all claims and damages arising out of or related to the Services, including but not limited to reasonable attorneys’ fees.