

## Terms of Service and Conditions of Sale

By using this website or placing any orders with us, you agree to be bound by the Terms and Conditions below. Use of the Site is also subject to the Privacy Policy <https://www.artesawinery.com/privacy-policy/>. If you have any questions about these Terms and Conditions, please contact us at [customerservice@artesawinery.com](mailto:customerservice@artesawinery.com).

### DISCLAIMER

Any alcohol should be consumed in moderation. According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problems.

**Client discretion is advised**

## 1. GENERAL TERMS AND CONDITIONS

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### 1.1 TERMS AND CONDITIONS.

The purpose of the following Terms of Service and Conditions of Sale (“Terms and Conditions”) is to regulate the relationship between CODORNIU NAPA INC. (hereinafter, ARTESA VINEYARDS & WINERY) and you (hereinafter, the “Client” or the “User”), in relation to the acquisition of products or contracting of services (hereinafter “the Services”), use of functionalities and navigation on the web [www.artesawinery.com](http://www.artesawinery.com) (hereinafter “the Website”).

ARTESA VINEYARDS & WINERY is incorporated in the State of California, with its registered office at 1345 Henry Road, Napa, California, 94559, United States.

Your use of the Website shall be deemed to be your agreement to abide by each of the Terms and Conditions set forth herein.

By accepting these Terms and Conditions, the User declares:

- (i) That the User has read and understood what is stated here.
- (ii) That the User has the required legal age in accordance with the regulations in force in your place of residence, otherwise the minor must have the authorization of their legal representatives.
- (iii) That, in the event that it is arranged to contract a product and / or service, the User has sufficient capacity to do so.
- (iv) That assumes all the obligations set forth herein.

If you do not agree with these Terms and Conditions, the User must immediately leave the Website without using it.

This Agreement does not confer or purport to confer on any third party any benefit or any right to enforce any term of this agreement.

Please direct any complaint or claim regarding any purchase made through the Website to [customerservice@artesawinery.com](mailto:customerservice@artesawinery.com).

## 1.2 Proposition 65 Notice

**WARNING:** Drinking distilled spirits, beer, coolers, wine and other alcoholic beverages may increase cancer risk, and, during pregnancy, can cause birth defects. For more information go to [www.P65Warnings.ca.gov/alcohol](http://www.P65Warnings.ca.gov/alcohol).

## 2. WEBSITE TERMS OF USE

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### 2.1. WEBSITE ACCESS AND RULES OF USE.

Access to the website is free except for the cost of the connection through the telecommunications network provided by the access provider contracted by the User.

The User agrees to use the Website and all its content and services in accordance with the provisions of law, morality, public order and these Terms and Conditions. Likewise, it is obliged to make appropriate use of the services and / or contents of the Website and not to use them to carry out illegal activities or constitute a crime, that violate the rights of third parties and / or that violate the regulation on intellectual and industrial property, or any other laws of the United States and the State of California.

The User undertakes not to transmit, introduce, disseminate and make available to third parties, any type of material and information (data, content, messages, drawings, sound and image files, photographs, software, etc.) that are contrary to the law, morality, public order and these Terms and Conditions.

ARTESA VINEYARDS & WINERY grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with our express written consent. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of ARTESA VINEYARDS & WINERY. You may not frame or utilize framing techniques to enclose any of our trademarks, logos, or other proprietary information (including images, text, page layout, or form) without express written consent.

You may not reproduce, decompile, modify, or otherwise use the Site or its underlying source code for any purposes other than for its intended use by ARTESA VINEYARDS & WINERY. You may not use the site for testing, analysis, or other similar purposes without the express approval of ARTESA VINEYARDS & WINERY. You may not use any meta tags or any other "hidden text" utilizing ARTESA VINEYARDS & WINERY's name, portion thereof, abbreviation, or trademarks without our express written consent. Any unauthorized use terminates the

permission or license granted by these Terms and Conditions. Contact [customerservice@artesawinery.com](mailto:customerservice@artesawinery.com) for requests involving any of the uses in this paragraph.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of this site [www.artesawinery.com](http://www.artesawinery.com) so long as the link does not portray ARTESA VINEYARDS & WINERY or its products or services in a false, misleading, derogatory, or otherwise harmful or offensive manner. Should you wish to link to a particular page other than the home page, or to any particular product located on the Site, you must seek prior permission for such link by contacting us at [customerservice@artesawinery.com](mailto:customerservice@artesawinery.com). You may not use our logo or other proprietary graphic or trademark as part of any link without express written permission.

The User shall hold ARTESA VINEYARDS & WINERY harmless from any possible claim, fine, penalty or sanction that User may be obliged to bear as a result of the User's breach of any of the aforementioned rules of use, reserving, in addition, ARTESA VINEYARDS & WINERY the right to demand compensation for all corresponding damages.

**a) Contents and services linked through the Website.**

The Website may include links to access other Internet pages and Websites (hereinafter, "Linked Sites"). ARTESA VINEYARDS & WINERY is not responsible for the content and services provided on the Linked Sites.

**b) Changes to Terms & Terms and Conditions.**

ARTESA VINEYARDS & WINERY reserves the right to make, at any time at its sole discretion, any modification or update of its contents and services, of these Terms and Conditions. It is the User's responsibility to check the website periodically for changes. Client's use of or access to the website or the Services following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

In the event that ARTESA VINEYARDS & WINERY entrusts a trusted third party with the custody of the successive versions of the Terms and Conditions, both parties recognize as the only valid version of said conditions at all times the one that appears in the database of the trusted third party.

ARTESA VINEYARDS & WINERY reserves the right, at its sole discretion, to change its prices and billing methods for products or services sold, effective immediately upon posting on the site or by e-mail delivery to you.

The modification of these Terms and Conditions will not affect the goods or promotions that had been acquired prior to the modification.

**2.2. PROHIBITED USES AND EXCLUSIONS.**

Access and navigation on the website by Users under the Minimum Legal Drinking Age is forbidden.

Likewise, the products offered by ARTESA VINEYARDS & WINERY through the Company's online store are not directed to countries where the consumption of alcoholic beverages is prohibited.

In addition to other prohibitions as set forth in the Terms and Conditions, the Users are prohibited from using the site or its content:

- a) for any unlawful purpose;
- b) to solicit others to perform or participate in any unlawful acts;
- c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- f) to submit false or misleading information;
- g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- h) to collect or track the personal information of others;
- i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- j) for any obscene or immoral purpose; or
- k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

### **2.3. INTELLECTUAL AND INDUSTRIAL PROPERTY.**

All the contents of the Website, including but not limited to, the texts, photographs, graphics, images, icons, technology, software, links and other audiovisual or sound content, as well as its graphic design and source codes, are intellectual property of ARTESA VINEYARDS & WINERY or third parties, without any of the exploitation rights recognized by the current regulations on intellectual property over them being understood to be assigned to the User.

The trademarks, trade names or distinctive signs are owned by ARTESA VINEYARDS & WINERY or third parties, without it being understood that access to the Website attributes any right over them.

## **3. SALES CONDITIONS**

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### **3.1. APPLICATION.**

These conditions are applicable to all economic transactions that imply the contracting of services or the acquisition of products from ARTESA VINEYARDS & WINERY by the Users / the Clients of its website.

The Client represents it has the necessary legal capacity for the acquisition and consumption of alcohol, including but not limited to the required legal age.

### **3.2. ACCEPTANCE & LEGAL REQUIREMENTS.**

#### **a) Acceptance and proof of acceptance.**

The acquisition of the products must be done through the clicking the BUY button that appears at the bottom of the page of the purchase request. This constitutes acceptance of these Terms and Conditions.

Once the Terms and Conditions are accepted, ARTESA VINEYARDS & WINERY will send the Client a copy of the contract and an invoice via email. Note that ARTESA VINEYARDS & WINERY maintains electronic copies of these documents.

In the event that the Client inputs incorrect data while purchasing, Client may modify the order by calling 888-513-6955 or emailing to [customerservice@artesawinery.com](mailto:customerservice@artesawinery.com). If the modified data refers to the postal address where the Client has requested that the purchased product be delivered, provided that the product has not been shipped, said shipment will be made to the new address indicated. Otherwise, the Client must wait for the delivery to take effect and subsequently initiate the appropriate return procedures, as detailed in section 3.4.

Title to, and ownership of, all wine passes from ARTESA VINEYARDS & WINERY to the purchaser in the State of California and the purchaser takes all responsibility for shipping it from California to his/her home state.

#### **b) Legal Requirements.**

##### **▪ Legal Age.**

The client must be 21 years of age or older to order or receive alcoholic beverages. The sale of alcoholic beverages to minors is prohibited. An adult signature (at least 21 years of age) will be required upon delivery of all shipments.

By using [www.artesawinery.com](http://www.artesawinery.com) the User represents they are over legal age. ARTESA VINEYARDS & WINERY makes every effort to ensure that alcoholic beverages are not delivered to anyone who is under the minimum legal drinking age.

By using [www.artesawinery.com](http://www.artesawinery.com) you are acknowledging that the person receiving a shipment of alcoholic beverages from ARTESA VINEYARDS & WINERY is over the age of 21. You also agree that any alcohol purchased from ARTESA VINEYARDS & WINERY is intended for personal consumption and not for resale.

If you do not agree with these Terms and Conditions please do not use this site. If you intentionally or unintentionally misrepresent your age in order to provide alcohol to a person under the age of 21 ARTESA VINEYARDS & WINERY will prosecute you fully to the extent allowable by law.

- ***State Law limitations.***

In some instances state law regulates product availability and/or sets product purchase limitations, which may limit our ability to fulfill order requests. We may, at our discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by the same account and/or the same credit card, or orders that use the same billing and/or shipping address. In the event we change or cancel an order, we will attempt to notify you by contacting you via the telephone, e-mail, and/or billing address provided at the time the order was made.

### **3.3. SHIPPING CONDITIONS.**

- a) **Shipping and delivery.**

- ***Shipping Costs***

The purchase of products on the Website is subject to the payment of shipping costs, at the Client 's expense.

Shipping costs will depend on the destination and the number of products purchased according to the weight of the products purchased and the destination province. In any case, the actual shipping costs will be detailed throughout the purchase process and the buyer will have the possibility to review these costs before finalizing their purchase. ARTESA VINEYARDS & WINERY cannot be held responsible for delays in the delivery of orders due to causes not directly attributable to ARTESA VINEYARDS & WINERY, acts of God or force majeure.

- ***Shipping States.***

ARTESA VINEYARDS & WINERY does not ship to the following States: Alabama (AL), Arkansas (AR), Connecticut (CT), Indiana (IN), Kansas (KS), Kentucky (KY), Louisiana (LA), Mississippi (MS), and Utah (UT).

- ***Address of shipping.***

The delivery of the orders will be made at the delivery address freely designated by the User. ARTESA VINEYARDS & WINERY does not assume any responsibility if the delivery of the product does not take place as a result of the inaccuracy or falsity of the data provided by the User for this purpose, as well as in the event that the delivery cannot

be made for reasons beyond the control of ARTESA VINEYARDS & WINERY, such as the absence of the recipient at the delivery address.

If the Client does not receive the order within the period indicated or you can contact ARTESA VINEYARDS & WINERY through the Contact section of the website.

In the event of non-compliance with the delivery period, the compensation to be paid will consist of the return of the postage paid by the customer. Failure to comply with the delivery deadline will not be considered as the one caused by absence or change of address of the recipient, unknown recipient or address, non-payment of postage, supplies or refunds, closure for holidays, deliveries after the deadline in second delivery attempt, causes of force majeure or fortuitous event or others not attributable to the carrier.

▪ ***Shipping time.***

For information purpose, we indicate that the standard default shipping company is UPS ground shipping, unless specified otherwise. Please allow 2-3 business days for orders to arrive to the following states: California (CA), Oregon (OR), Washington (WA), Nevada (NV), Idaho (ID), and Montana (MT). Air shipping to Alaska (AK) and Hawaii (HI) will take 2-3 days to arrive. For any other state, it takes about 5-6 business days for orders to arrive with the exception of Arizona (AZ), which will take 2-3 weeks for orders to arrive.

**b) Wine conservation during transport.**

Due to the perishable conditions of the wine, ARTESA VINEYARDS & WINERY cannot ship wine during periods of extreme high or low temperatures to certain locations. In that situation, ARTESA VINEYARDS & WINERY will ensure the re-shipment in the best conditions and as soon as possible when the temperature conditions allow it.

ARTESA VINEYARDS & WINERY is not responsible for, and will not replace wine that is damaged by extreme weather conditions during shipment.

ARTESA VINEYARDS & WINERY will deliver the products to the carrier in the best conditions for shipment. Once the carrier picked up the products, responsibility for the wine conservation becomes the responsibility of the purchaser.

**c) Lack of availability.**

In the event of non-execution of the purchase by ARTESA VINEYARDS & WINERY because the purchased good or service is not available, the Client must be informed of this lack of availability and must be able to recover the sums paid by virtue of it without any undue delay.

**3.4. WITHDRAW AND RETURN POLICY.**

**a) Withdraw and Return.**

ARTESA VINEYARDS & WINERY will replace or refund any bottle of wine that is damaged, corked or flawed. The Client should return the unfinished portion of the original bottle for replacement.

By law, we cannot accept returns of alcoholic beverages unless the product is damaged, corked, or flawed. We are also unable to accept return of wine that is ordered in error. Please send an email to [customerservice@artesawinery.com](mailto:customerservice@artesawinery.com) or call 888-513-6955 to arrange for the return of damaged, corked or flawed product. Products must be returned in their original packaging.

Upon receipt of returned products and once it is determined the products meet the conditions for a refund, ARTESA VINEYARDS & WINERY will return to the Client the sums paid within a maximum period of 14 calendar days through the same payment method used by the client.

The returned order must be delivered together with the delivery note and, where appropriate, the invoice issued by ARTESA VINEYARDS & WINERY.

If a product other than the one requested by the client was delivered by mistake from ARTESA VINEYARDS & WINERY, the correct product will be delivered, collecting the first one, without any additional charge for the Client.

**b) Cancellation of orders prior to shipping.**

ARTESA VINEYARDS & WINERY guarantees the Client the possibility of canceling an individual order at any time provided that the cancellation is communicated before the order has been made available to the carrier for shipment, unless the order is part of a membership and subject to the membership automatic renewal conditions below..

**c) Damaged Goods.**

If a product has reached the Client broken, damaged or in poor condition, ARTESA VINEYARDS & WINERY will replace it with another in good condition, without additional charges.

For any claim or query, you can contact the following email address: [customerservice@artesawinery.com](mailto:customerservice@artesawinery.com).

**3.5. MEMBERSHIPS & AUTOMATIC RENEWALS.**

We offer multiple membership tiers described here: <https://www.artesawinery.com/join/>

All of the membership offerings are offered as subscription programs that automatically renew unless and until you cancel your membership or your membership is terminated pursuant to these terms and conditions of use.



By signing up as a member, you are agreeing to the automatic renewal of your membership and having your credit card automatically charged the specified times per year in the particular membership prior to each shipment. The amount charged per shipment for each membership level depends on the membership selected, plus any applicable taxes and shipping charges.

**Cancellation of Membership:**

**In order to cancel your subscription, you can either:**

**Call us at 707-254-2159**

**Send an email to [club@artesawinery.com](mailto:club@artesawinery.com)**

**We must receive your notice of cancellation at least one week prior to the next shipment for it to be effective prior to that shipment.**

We will send you a confirmation email with the automatic renewal disclosure and cancellation information to the email address you provide us. Please make sure to keep a copy for your records.

**3.6. PRICE AND PAYMENT.**

**a) Price.**

The prices applicable to each product are those indicated on the website on the date of the order, including Sales Tax and other taxes that may apply.

ARTESA VINEYARDS & WINERY reserves the right to make, at any time and without prior notice, modifications in the price it deems appropriate, being able to update products and services daily depending on the market.

Shipping costs will be always indicated in the order.

**b) Payment.**

Once the Client has confirmed the purchase of the product, Client must proceed to pay the indicated amount. Purchases can be paid by any of the following means:

- Through the payment with debit or credit card VISA, MASTERCARD, AMERICAN EXPRESS and DISCOVER.

ARTESA VINEYARDS & WINERY does not have access to the bank data linked to the means of payment and does not know or record these data during the payment transaction.

In order that ARTESA VINEYARDS & WINERY can carry out the appropriate procedures, the Client will notify ARTESA VINEYARDS & WINERY, as soon as possible, any improper

or fraudulent charges. Said notification may be made to the email address or by calling the aforementioned telephone number.

#### **4. DISCLAIMERS AND LIMITATION OF LIABILITY.**

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##### **4.1. DISCLAIMER OF WARRANTIES.**

ALTHOUGH ARTESA VINEYARDS & WINERY ENDEAVORS TO PROVIDE CURRENT, ACCURATE AND RELIABLE INFORMATION ON THE SITE, IT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE EVENTS OR THE ACCURACY, RELIABILITY OR ANY USE OF INFORMATION ON THE SITE. ARTESA VINEYARDS & WINERY DOES NOT WARRANT THAT YOUR USE OF THE SITE, OR THE OPERATION OR FUNCTION OF THE SITE, ANY COMPONENT THEREOF, OR ANY PRODUCTS, APPLICATIONS, SOFTWARE OR SERVICES OFFERED IN CONNECTION THEREWITH, WILL BE UNINTERRUPTED OR ERROR FREE; OR THAT DEFECTS THEREWITH WILL BE CORRECTED; OR THAT THIS SITE OR ITS SERVER IS FREE OF MALWARE OR OTHER HARMFUL ELEMENTS. YOUR USE OF THE SITE IS AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIR OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF THE WEBSITE. ARTESA VINEYARDS & WINERY AND ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE SITE. THE SITE'S CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR ANY PARTICULAR PURPOSE.

##### **4.2. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL ARTESA VINEYARDS & WINERY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SITE, THE USE OR PERFORMANCE OF THE SITE, THE DELAY OR INABILITY TO USE THE SITE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY EVENTS, INFORMATION, APPLICATIONS, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ARTESA VINEYARDS & WINERY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **4.3. APPLICATION.**

The above disclaimers, waivers and limitations do not in any way limit any other disclaimer of warranties or any other limitation of liability in any other agreement between the Client and ARTESA VINEYARDS & WINERY. Some jurisdictions may not allow the exclusion of certain implied warranties or the limitation of certain damages, so some of the above disclaimers, waivers and limitations of liability may not apply to you. Unless limited or modified by applicable law, the foregoing disclaimers, waivers and limitations shall apply to the maximum extent permitted, even if any remedy fails its essential purpose.

No advice or information, whether oral or written, obtained by you from ARTESA VINEYARDS & WINERY or otherwise shall alter any of the disclaimers or limitations stated in this section.

### **5. INDEMNITIES.**

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The Client agrees to indemnify, defend and hold harmless ARTESA VINEYARDS & WINERY and its parents, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur, resulting from, or alleged to result from:

- a) Client breach of the Terms and Conditions;
- b) Client violation of any applicable law, regulation, rule or order pertaining to your use of the ARTESA VINEYARDS & WINERY;
- c) Client unauthorized or unlawful use of the website.

### **6. MISCELLANEOUS**

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#### **6.1. HEADINGS.**

Titles and Clause headings in these Terms and Conditions are included for ease of reference and shall not affect the construction of this Contract.

#### **6.2. ERRORS, INACCURACIES AND OMISSIONS.**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. ARTESA VINEYARDS & WINERY reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the website or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

ARTESA VINEYARDS & WINERY undertake no obligation to update, amend or clarify information in the website or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### **6.3. ENTIRE AGREEMENT.**

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions, along with the Privacy Policy available here <https://www.artesawinery.com/privacy-policy/> and any terms, policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

### **6.4. SEVERABILITY.**

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

The parties will substitute for the invalid provision a provision which most closely approximates the intent and economic effect of the invalid provision.

Our failure to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision nor of the right to enforce such provision, and a waiver by us of any right under these Terms and Conditions on any occasion will not in any way constitute a waiver of such right or any other right on any other occasion.

### **6.5. NO ASSIGNMENT.**

These Terms and Conditions are personal to you and you may not transfer, assign, or delegate these Terms and Conditions to anyone without the express written permission of ARTESA VINEYARDS & WINERY. Any attempt by you to assign, transfer, or delegate these Terms and Conditions without the express written permission of ARTESA VINEYARDS & WINERY shall be null and void. These Terms and Conditions will inure to the benefit of ARTESA VINEYARDS & WINERY, its successors, assigns, and licensors. The paragraph headings in these Terms and Conditions, shown in boldface type, are included to help make the agreement easier to read but have no binding effect.

## **7. FORCE MAJEURE**

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In case of Force Majeure, ARTESA VINEYARDS & WINERY shall not be held responsible for delay in delivery or non-delivery of the goods but shall notify immediately the Client if the shipment is delayed over one month as the consequence of the said Force Majeure, the Client shall have the right to cancel this Contract. We reserve the right to defer the date of delivery and suspend further performance of the Service if it is prevented or hindered from performing any part of the Service by any circumstances considered as Force Majeure.

Force Majeure events include but are not limited to any act of God, emergency condition, war, computer or telecommunications failure, strikes, lock-outs, labor disputes or other industrial actions, embargoes, wars, riots, civil disturbances, malicious damage, government interventions, accidents, fire, floods, disease, outbreaks including COVID-19, sanctions and storms and any other events or circumstance beyond the control of ARTESA VINEYARDS & WINERY.

ARTESA VINEYARDS & WINERY will use all reasonable endeavors without being obliged to incur any expenditure or cost, to resume delivery and performance of the Service once the Force Majeure event ceases.

## **8. TERMINATION**

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The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

ARTESA VINEYARDS & WINERY may terminate this agreement at any time. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **9. SURVIVABILITY**

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The following provisions of the Terms and Conditions survive the expiration or termination of the Terms and Conditions for any reason whatsoever: “Representations and Warranties, Disclaimers and Limitation of Liability”, “Termination”, “Indemnities”, “Law and Jurisdiction”.

## **10. NOTICES**

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All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties at the addresses of ARTESA VINEYARDS & WINERY.

All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

Except as otherwise provided in this Contract, a Notice is effective only,

- a) upon receipt of the receiving party, and
- b) if the party giving the Notice has complied with the requirements of this Section.

## **11. LAW AND JURISDICTION**

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These General Term and Conditions, as well as any suit, action or proceeding arising out of or in connection with any dispute with ARTESA VINEYARDS & WINERY, including without limitation any claim involving ARTESA VINEYARDS & WINERY or its parents, subsidiaries, affiliates, officers, directors, and other partners, employees, consultants or agents, shall be governed by and construed in accordance with the laws of the State of California in all matters, including, without limitation, its validity, construction, interpretation and performance, and without regard to provisions regarding conflicts of law.

By using any ARTESA VINEYARDS & WINERY service or website, you agree that the applicable federal law, and the laws of the state of California, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between the Client and ARTESA VINEYARDS & WINERY.

## **12. CLIENT SERVICE & CONTACT**

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Phone: 707-224-1668

Email: [customerservice@artesawinery.com](mailto:customerservice@artesawinery.com)

Address: 1345 Henry Rd, Napa CA 94559