

Our goal is that all of our eCommerce shoppers are satisfied with their orders. If you need to return an item for any reason, please contact our customer service department.

How do I return a product?

If your product was shipped, contact customer service or call for specific instructions.

If you purchased products or picked up products ordered online in our store, return to the store for return processing.

Restocking fees may apply.

User Agreement

Welcome to the Internet sites of Nicholas Wines. These terms and conditions, together with our Privacy Policy, govern your use of and other online information services operated or provided by Nicholas Wines. By using these web sites and any emails or communications received from Nicholas Wines (collectively called the "Services"), you consent and agree to these terms and conditions.

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Shipping/Delivery

If you would like your wine delivered or shipped to you we will contract with a third party carrier on your behalf to ship; by requesting delivery of your order you authorize us to do so. You must be 21 years of age or older to purchase alcoholic beverages. Identification and signature required for delivery. We are not responsible for any breakage or damage of wine by the carrier and you are responsible for all insurance as well as shipping costs in accordance with our shipping policies. We make no representations as to your legal rights to ship or import wine from the state reside or into any other state; you are solely responsible for complying with all

applicable laws, obtaining all necessary license or permits, and paying all tax or other amounts due.

User Obligations

You agree not to do any of the following while using the Nicholas Wines Site:

Intentionally or unintentionally violate any applicable law or regulation.

Access, tamper with, or use nonpublic areas of the Nicholas Wines Site or Nicholas Wines computer systems. Unauthorized individuals attempting to access or tamper with these areas may be subject to prosecution.

Frame or link to the Nicholas Wines Site except as permitted in writing by Nicholas Wines.

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Nicholas Wines respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Nicholas Wines Designated Agent the following information:

1. Nicholas Wines Policy Concerning Claims of Infringement

a. Written Notice of Copyright Claims.

Claims of infringement should be in writing and should be directed to Nicholas Wines designated agent as specified below. Please include the following information:

A signature of a person authorized

A description of the copyrighted work that you claim has been infringed;

A description of where the material that you claim is infringing is located on the site;

Your address, telephone number, and email address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Submit the information above to the following designated copyright agent:

wine@nicholaswines.com

This contact information is only for reporting copyright infringement. Contact information for other matters is provided elsewhere on this site.

Correspondence received and Communication

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Nicholas Wines may change, suspend or discontinue all or any aspect of the Services at any time, including the availability of any database, feature, or content, without prior notice or liability. Nicholas Wines reserves the right, at its discretion, to change or modify all or any part of these Terms and Conditions at any time. Please review these Terms and Conditions from time to time to ensure that you are aware of any changes.

Privacy Policy

Your use of the Nicholas Wines Site is governed by the Nicholas Wines Privacy Policy.

Force Majeure

Nicholas Wines shall be excused from performance under this Terms of Service if Nicholas Wines is prevented, forbidden or delayed from performing, or omits to perform, any act or requirement under this Terms of Service by reason of: (a) any provision of any present or future law or regulation or order of the United States of America, or any state thereof, (b) any act or omission of a third party, or (c) any act of God, emergency condition, war, computer or telecommunications failure or other circumstance beyond the control of Nicholas Wines.

Survival

The following provisions shall survive any termination of these Terms of Service: No Warranty from Nicholas Wines, Limitation of Liability, Indemnity and General Provisions.

General Provisions

You agree that Nicholas Wines and its licensors may make improvements and/or changes in the Site Content and services or events described in this Site, if any, at any time without notice and without liability to you of any kind. You are responsible for compliance with applicable local

laws, keeping in mind that access to the Nicholas Wines Site may not be legal by certain persons or in certain countries. If any provision of these Terms of Service is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. The failure of Nicholas Wines to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Nicholas Wines in writing. The Terms of Service, along with the Nicholas Wines Privacy Policy, comprises the entire agreement between you and Nicholas Wines and supersedes all prior or contemporaneous negotiations, discussions or agreements, if any, between the parties regarding the subject matter contained herein. These Terms of Service are personal to you and you may not transfer, assign, or delegate these Terms of Service to anyone without the express written permission of Nicholas Wines. Any attempt by you to assign, transfer, or delegate these Terms of Service without the express written permission of Nicholas Wines shall be null and void. These Terms of Service will inure to the benefit of Nicholas Wines successors, assigns, and licensors. The paragraph headings in these Terms of Service, shown in boldface type, are included to help make the agreement easier to read and have no binding effect. California law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, will govern any action related to these Terms of Service. You agree to submit to the jurisdiction of the courts located in San Francisco County, in the State of California, for the resolution of all disputes arising from or related to these Terms of Service and/or your use of the Site.

Acceptance; Miscellaneous

Your continued use of the Services constitutes your binding acceptance of these terms and conditions, including any changes or modifications made by Nicholas Wines. If at any time these Terms and Conditions are not acceptable to you, you should immediately cease use of the Services.

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that provision shall be enforced to the maximum extent permissible to further the intent of these Terms and Conditions, and the remainder of the Terms and Conditions shall continue in full force and effect.

These Terms and Conditions, together with the Privacy Policy, constitute the entire agreement between you and Nicholas Wines with respect to your use of the Services. Any cause of action

you may have with respect to your use of the Services must be commenced with one (1) year after the claim or cause of action arises.

Recipient Add-ons

During the planning process, a Nicholas Wines Corporate Gifting & Events Coordinator will provide the client with an order deadline. All recipient information must be sent to Nicholas Wines by the order deadline provided. If additional recipients are added after the order deadline, Nicholas Wines will charge a \$50 coordination fee per additional recipient, in addition to expedited shipping costs that can range up to \$150 per shipment.

Delayed Orders

As Nicholas Wines relies on third party carriers for fulfillment, Nicholas Wines is not responsible for refunding shipping costs or product costs for delayed packages provided they were shipped from the Nicholas Wines location within an appropriate timeline.

Ground shipping: 7 business days prior to the event

2-Day or 3-Day Shipping: 4 business days prior to the event

Overnight Shipping: 2 business days prior to the event

If the order was not able to be shipped within the above timelines due to a client delay, Nicholas Wines is not responsible for refunding the shipping costs or product costs for delayed packages.

If the delay in shipments was caused by Nicholas Wines and was not shipped within the appropriate time window, Nicholas Wines will refund the shipping costs for any late delivery.

Damaged Packages

If a package is damaged during transit by the carrier, Nicholas Wines will reship the package at no cost to the client. Photos of the damages or a change in FedEx tracking status to "Damaged" is required for a reship to occur. When a package is damaged, Nicholas Wines will not guarantee the delivery date for reshipped packages. Nicholas Wines reserves the right to swap

products in the package with comparable products depending on availability of the products in the original order.

Large Orders (events over \$5,000, events with over 75 recipients)

For large orders, as defined above, the client is required to pay a 10% non-refundable deposit prior to placing the order. The Nicholas Wines order coordinator will provide the client with details of the deposit amount and payment details. The 10% deposit will be deducted from the order total at the time of the official order.

Events where Nicholas bringing in a wine specifically for the event

If Nicholas Wines purchases wine specifically for the event at the request of the client, and the client chooses to cancel, Nicholas Wines requires a fee of 25% of the items purchased.

If you have any questions about these Terms of Service, please email us at wine@nicholaswines.com .