

MCS-Bauer, Inc dba Austrian Lodge – C & J Wines Terms of service

Before using any of our Services, please read these Terms of Services (these “Terms”), our Privacy Policy, and any other policies and terms listed on the Site. As a condition to your access to our Site, and any other MCS-Bauer, Inc owned websites, social media pages, and apps (collectively, “Austrian Lodge”), you consent to be bound by these Terms, rules, and other guidelines. These terms are legally binding, so we want you to truly understand them. If you have any questions, please email Kate@weinbauer.com

C & J Wines (Illinois Licensed Retailer) reserves the right to terminate any user’s account for any violation of these Terms, or other terms stated on C & J Sites Terms & Services. MCS-Bauer, Inc is a third-party platform for C & J Wines, an Illinois Licensed wholesaler who process and fulfills are transactions on www.austrianlodge.com

ELIGIBILITY & AGE REQUIRMENTS

The Site is intended to be used and accessed by persons who are of legal age to purchase and consume alcohol. You must be 21 years old or older (“Legal Age”) to use this Site. If you are not of Legal Age, please exit the Site immediately. By continuing, you affirm that you are of Legal Age.

Wine may only be sold and delivered to individuals twenty-one years or older in the United States. There must be an adult of Legal Age present to sign for all Wines shipments. Each purchaser represents that: (1) he/she is at least of Legal Age; and (2) the person to whom any wine will be delivered is also of Legal Age. At the time of delivery, any domestic U.S. shipment arranged by C & J Wines containing an alcohol beverage product will require the signature of an adult possessing identification proving he or she is at least of Legal Age. Further U.S. law requires that no delivery shall be made to a visibly intoxicated person.

MCS-Bauer, Inc dba Austrian Lodge web shop are presented solely for the purpose of promoting products and services available in the United States. If you access our Services from locations outside the United States, you do so at your own risk, and you are responsible for compliance with any applicable local laws.

SHIPPING POLICY

Due to restrictions of many state laws, we only ship wine to those states where direct shipment of wine to consumers is permitted by law; at this time we do not ship to UT, AR, MS, AL, KY, DE, & RI AS WELL AS CERTAIN ZIP CODES IN FL, NH, CT, WV. This list is subject to change without notice. To ensure that you are able to order wine for direct shipment from our website, please consult the specific state requirements for your state.

DELIVERY

Due to direct shipping laws and regulations, C & J may be unable to arrange the shipment of wine by you to certain states or to prohibited “dry” regions within certain states. Order recipients must be residents of

the United States in a state and/or zip code where it is legal to directly ship wine. All wines will be shipped by Fed-Ex and do require and adult signature upon receipt.

C & J Wines customers can ship to either their work or home addresses as long as there the wines are receives and signed for by an individual of Legal Age (21+)

PAYMENTS

All wine order will be processed and fulfilled within seven (7) days, by C&J Wines. Processing of orders will begin once payment has been made in full to C&J Wines, Invoice and payment confirmation, as well as tracking number will then be sent to the desired email.

CHECKING AN ORDER STATUS

Once your order is processed and complete you will receive an email confirmation with a Fed-Ex tracking number. You can also check the status of your order by emailing us directly at Kate@weinbauer.com or contacting us throughout website www.austrianlodge.com

LIABILITY OF LOST GOODS

Once the order is processed and shipped, we pass the title for all items order to you. If the carrier (Fed-Ex) loses or damages your shipment it is the responsibility of the receiving party to recoup any loses.

CUSTOMER SATISFACTION

If you do not like any C & J Wines purchase, please contact Kate@weinbauer.com explaining the reason for your dissatisfaction. Being a small family owned company, we get it, we will help however we can.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless C & J and its officers, employees, agents, licensors, and content providers against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms, or your use of C & J Wines Sites or Services.

NO WARRANTIES

Your use of the site is at your own risk. The site is provided on an as-is and as-available basis. We disclaim all warranties, express or implied, including, without limitation, warranties of non-infringement or title, quality, performance, merchantability, fitness for a particular purpose, security, and accuracy. We also make no warranties as to the availability or security of the site or whether the information on the site is accurate, complete, or current.

DILCALAIMER AND LIMITAION OF LIABILITY

You agree that we, including any of our affiliates and content providers and any of the respective officers, directors, employees, or agents, will not be liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages (including without limitation, damages for lost profits, business interruption, or loss of information) under any contract, negligence, strict liability, or other legal theory arising out of the use or inability to use this site, the material on the site, and/or any linked site, even if we have been advised of the possibility of such damages.

EXCEPT WITH RESPECT TO LOSS OR DAMAGE ARISING FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF WBI/C&J WINES, ITS AGENTS, REPRESENTATIVES, OR EMPLOYEES, IN NO EVENT SHALL WBI/C&J WINES BE LIABLE FOR ANY LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, ARISING OUT OF OR IN ANY WAY CONNECTED WITH, ANY HANDLING, STORAGE, OR TRANSPORTATION OF THE CUSTOMER'S WINE AFTER DELIVERY OF POSSESSION OR CONTROL THEREOF TO WBI/C&J WINES OR TO ITS AGENTS, REPRESENTATIVES, OR EMPLOYEES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WBI/C&J WINES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE. BECAUSE SOME STATES/COUNTRIES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NOTWITHSTANDING, AND WITHOUT LIMITING, THE FOREGOING, THE TOTAL LIABILITY OF WBI/C&J WINES FOR ANY REASON WHATSOEVER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO WBI/C&J WINES ON ACCOUNT OF THE STORAGE OF THE LOST OR DAMAGED WINE.

DISPUTE RESOLUTION

The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to these Terms. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The other party will respond in writing with a statement of its position on, and recommended solution to, the dispute. If such dispute, claim, or controversy arising out of or relating to these Terms, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of these terms to negotiate or arbitrate, remains unsettled following such negotiation, the matter shall be determined by arbitration in Chicago, Illinois, before a sole arbitrator, in accordance with the rules of the American Arbitration Association. The arbitrator shall allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail. The parties hereby agree, however, that the arbitrator is not empowered to award damages in excess of those specified above and hereby expressly waive and forego any right to punitive, exemplary or similar damages in arbitration.

The parties hereby agree to have all disputes, claims or controversies arising out of or relating to these terms decided by the negotiation and arbitration procedures described above and waive any rights they might possess to have those matters litigated in a court or jury trial. Each party acknowledges that if it

refuses to submit to negotiation and arbitration after agreeing to this provision, it may be compelled to arbitrate under federal or state law. Furthermore, each party acknowledges that none of the foregoing shall limit the parties' rights as described in these Terms. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this section, without breach of this arbitration provision.

NOTICE

Any notice given under these Terms or pursuant to law must be in writing and will be sufficient if personally delivered, sent by regular, certified or registered mail, email or website posting by C & J to this website. Notifications shall be sent email address of record for the purchaser.

CHANGES TO TERMS

C & J reserves the right to make changes to these Terms of Service at any time. If you wish to terminate your Account due to a modification or change of these terms, please contact us.