

Terms and Conditions

These General Terms and Conditions (the “**T&C**”) govern all use of the Milk & Honey Distillery website at <https://mh-distillery.com> (the “**Site**”), owned and operated by Milk & Honey Distillery Ltd. (the “**Distillery**”), the first Israeli whisky distillery; and the services offered by the Distillery through the Site (the “**Services**”), including the booking of guided tours, expanded tours, workshops, private events and courses in the Distillery's visitors' center (collectively, the “**Tours**” and the “**Visitors Center**”, as applicable) and the sale of alcoholic beverages as provided hereunder (the “**Beverages**”, and together with the Tours, the “**Products**”). In these Terms, “you” or “your” means the person accepting these T&C and/or using the Site and receiving the Services and/or any person or other entity on whose behalf such person is acting and/or anyone on its behalf, and “we,” “us,” or “our,” means the Distillery.

Access to the Site, use of the Services, and purchase of the Products is subject to these T&C, and also to the Distillery's privacy policy.

Please review carefully and make sure you understand these T&C before using the Site, as they contain important information regarding legal rights, remedies and obligations. By browsing, using the Site or ordering the Service, you acknowledge and confirm, that you read, understood and agree to be bound by all of these T&C, and you represent that you have the authority to bind any person or other entity on whose behalf you are acting in connection with the Service to these T&C. These T&C applies to all visitors, users, and others who access the Service (“Users”).

We reserve the right, in our sole discretion and without notice to you, to revise these T&C and we will not be liable to you or to any third party for doing so. We may also impose rules for, and limits on, the use of the Site or restrict your access to part, or all, of the Site without notice or penalty. Your continued use of the Site will constitute your acceptance of any such changes.

1. SCOPE OF SERVICE

The Distillery maintains the Site as a service to its customers who wish to purchase the Products, subject to these T&C. You are responsible for obtaining any equipment and internet service necessary to access the Site and for paying any fees for the equipment and service you select. We may alter, suspend, or discontinue the Site or the Services in whole or in part, at any time and for any reason, without notice. The Site may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons.

2. ALCOHOLIC BEVERAGES

The Distillery engages in the production of alcoholic beverages, including the Beverages. The Distillery offers the Beverages for sale on its website, and alcoholic beverages (including the Beverages) are served during the Tours.

WARNING: It is recommended to avoid excessive drinking. Excessive consumption of alcohol is life-threatening and harmful to health!

Excessive drinking of alcohol impairs your driving ability and endangers your personal safety and the safety of those around you. The Ministry of Health recommends that pregnant women refrain from drinking alcohol, which can harm the fetus's health and cause it to malformation.

By using the Site, or participating in any Tour, you represent and certify that you are 18 years old or older. If you are not 18 years old or older, please refrain from using the Site or visiting the Visitors Center. The sale of alcoholic beverages to minors under 18 years of age is prohibited by law and constitutes a criminal offense.

3. USE OF THE SERVICE

You may use the Site only for your own noncommercial personal use and in compliance with these T&C. You are responsible for your own communications, including the transmission, uploading or posting of information to the Site and are responsible for the consequences of such communications. Any other use of the Site or Services requires the prior written consent of the Distillery.

Without derogating from the above, you hereby agree not to use the Site for any of the following purposes:

- Communicating or transmitting any material that infringes on any intellectual property, publicity or privacy right of another person or entity;
- Communicating any information which is untrue, inaccurate or not your own;
- Engaging in conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any law or regulation; or
- Attempting to interfere in any way with the Site or attempting to use the Site to gain unauthorized access to any other computer system.

You may not use robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute content available on the Site. Further, you may not use any such automated means to manipulate the Site, such as automating what are otherwise manual or one-off procedures. You may not take any action to interfere with, or disrupt, the Site or any other user's use of the Site, including, without limitation, via means of overloading, "flooding", "mailbombing" or "crashing" the Site, circumventing security or user authentication measures or attempting to exceed the limited authorization and access granted to you under these T&C. You may not frame portions of the Site within another web site.

4. SITE CONTENT

Users have a personal, non-transferable, non-exclusive right to access and use the Content of the Site subject to these T&C. The term "Content" means all information, text, images, or other material accessible through the Site whether created by us or provided by another person for display on the Site.

The Content may contain typographical errors, other inadvertent errors or inaccuracies. We reserve the right to make changes to the Content, including with respect to descriptions or specifications of the Products, or other information without obligation to issue any notice of such changes.

You may view, copy, download, and print Content that is available on the Site or through the Services, subject to the following conditions:

- The Content may be used solely for internal informational purposes. No part of the Site or its Content may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose.
- The Content may not be modified.
- Copyright, trademark, and other proprietary notices may not be removed.

For the avoidance of doubt, save as specifically permitted hereunder, you may not copy, modify or distribute the Contents without the prior written consent of the Distillery. You may not modify, publish, transmit, participate in the transfer of, sell, create derivative works from, or in any way exploit any of the Content, in whole or in part.

Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Site or any Content displayed

on the Site, through the use of framing or otherwise, except: (a) as expressly permitted by these T&C; or (b) with our prior written permission or the permission of such third party that may own the trademark or copyright of material displayed on this Website.

5. FRAUD PROTECTION

As part of our order processing procedures, we may screen received orders for fraud or other types of unauthorized or illegal activity. We reserve the right to refuse to process a booking or an order due to suspected fraud or unauthorized or illegal activity. If we suspect fraudulent, unauthorized or illegal activity, we may reject your order or we may contact you at the phone number or email address you provided to confirm your order or booking. We also reserve the right to cancel order or booking or refuse to ship to certain addresses due to suspected fraud or unauthorized or illegal activity. We take these measures to protect our customers as well as ourselves from fraud or other unauthorized or illegal activity.

6. TRANSACTIONS

6.1. METHODS AND CONDITIONS OF PAYMENT

If you wish to purchase any Product made available through the Site (a "**Transaction**"), you may be asked to supply certain information relevant to your Transaction including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information, as applicable. All information that you provide us, including your credit card information, is subject to our privacy policy.

We accept the following credit cards at this time: MasterCard, Visa, Isracard and American Express. Unfortunately, we do not accept Dinars Club credit cards at this time.

By entering into a Transaction, you represent and warrant that you have the legal right to use any credit card(s) utilized in connection with any transaction. By submitting such information, you grant to the Distillery the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

Upon the completion of a Transaction, we shall send an order confirmation, summarizing the terms of the Transaction and your account will be charged the cost of the Products purchased (an "**Order Confirmation**").

6.2. DISTORTED ORDER

In order for us to provide you with the Services, your order must be submitted and received in a proper and orderly manner, containing all the details required to contact you and, if applicable, to ship the Products. The Distillery shall not provide with the Services you ordered if the order was not received in its system, or if it was recorded incorrectly, even if the source of the problem is the computers of the Distillery. If you do not receive an Order Confirmation from the Distillery within a reasonable time from the date of placing the order, it is likely that the order has been malfunctioned. In this case it is recommended that you contact the Distillery, through the contact details specified herein below. We will try to clarify as much as possible the source of the problem and assist you in placing the order.

If at the time of order you provide incorrect details, we cannot guarantee that the Products will be delivered to you. In the event that the Products returned to us due to erroneous details that you provided, you will be charged for shipping and handling fees. Please make sure you fill out accurate and up to date information.

6.3. PRICES

All Services prices which appear on the Site are denominated in New Israeli Shekels. The prices include VAT, if applicable according to law, however it does not include shipping fees (which, if applicable, shall be specified at the time of order).

The Distillery may update the prices of the Products from time to time and without prior notice. The valid price relative to your order is the price that was published when you completed the order process and received an Order Confirmation.

Note: the Distillery may, at its sole discretion, offer discounts, special prices or other benefit to customers making reservations for Products in different marketing platforms. In any such event, the prices applicable for a reservation made through the Site are the prices detailed therein, and the Distillery does not guarantee that the prices of the Products on the Site will necessarily be the cheapest, or that the terms of payment will be the most convenient.

6.4. PROMOTIONS, COUPONS AND DISCOUNTS

The Distillery may offer promotions, coupons and discounts (each, a "**Benefit**") of various types (according to the terms of each Benefit as

advertised on the Site or, in respect to coupons, on the coupon itself). Subject to the provisions of the applicable law, the Distillery may at any time discontinue the use, replace or modify any Benefit, without prior notice.

Any change in the details or price of your order, whatever its cause, will result in a re-examination of your entitlement to the Benefit.

The Distillery shall try to notify you by telephone or email and receive your instructions in the event that your entitlement to the Benefit shall be revoked or changed due to a change in the details of your reservation.

6.5. SHIPPING / SELF PICKING

In the event that you have purchased Beverages, the Beverages will be delivered to you, subject to the terms and conditions set forth herein. We currently ship only in Israel.

Additional shipping fees may apply in the event of purchase of Beverages. The shipping charge shall be displayed at the end of the order process. Full rates of shipping charges (excluding, customs, import or export taxes, which, if applicable, shall be paid by you) are calculated on the Site.

The Distillery may offer from time to time, in its sole discretion, the option for you to pick up the Beverages you ordered from us. The Distillery shall publish the location and times for pick-up of the Beverages. Note that in this case, we will keep the product for you for up to 30 Days.

The Distillery may change the handling and shipping fees from time to time. The valid payment for your order is the price that was published when you completed the order process.

7. CANCELLATION POLICY

7.1. CANCELATION OF A TOUR RESERVATION

7.1.1. Cancellation by the Customer

These terms hereunder apply to the cancellation and/or reduction of the number of participants in a Tour reservation made either by email, phone or through the Site:

- 7.1.1.1. Canceling participation in a guided tour:** Cancellation of participation in a guided tour within 48 (forty-eight) hours or more prior to the scheduled date of the guided tour will entitle you to a full

refund. In the event that you cancel your participation in a guided tour less than 48 (forty-eight) hours prior to the scheduled date of the guided tour, you will not be entitled to any refund.

7.1.1.2. Canceling participation in workshops and extended guided tours:

Cancellation of participation in a workshop and/or an extended guided tour within 72 (seventy-two) hours or more prior to the scheduled time set for their beginning will entitle you to a full refund. In the event that you shall cancel your participation in an extended guided tour and/or workshop less than 72 (seventy-two) hours prior to the time set for their beginning, you will not be entitled to any refund.

7.1.1.3. Canceling private events:

Cancellation of a private event 7 (seven) days or more prior to the day of such event will not incur any charges. Cancellation of an event between 7 (seven) days and 48 (forty-eight) hours prior to the date set for the event will result in a charge equal to 35% of the event cost, as agreed between the parties. Cancellation of an event less than 48 (forty-eight) hours prior to the date set for the event will result in a charge equal to 100% of the event cost, as agreed between the parties.

When calculating the cancellation times as set forth herein, days of rest shall be disregarded.

7.1.2. Notice of Cancellation

In the event of cancellation, notice to such effect must be delivered to the Distillery, which shall include details of both the reservation and the customer (*viz.*, name and ID number). Notice of cancellation may be given through the contact details as set forth below. Please contact the Distillery by phone to receive a refund in connection with cancellation.

7.1.3. Cancellation by the Distillery

In the event of cancellation of a tour, an extended tour or a workshop, as applicable, by the Distillery, in respect of which payment has already been made for your participation therein, a cash refund equal to the consideration paid for your participation in any such event will be credited to your account.

7.2. CANCELLATION OR RETURN OF A BEVERAGE ORDER

Subject to the above and below, you may cancel a transaction to purchase Beverage, or return Beverage purchased from the Site.

7.2.1. Cancellation prior to receipt of a Beverage ordered

You may cancel a transaction to purchase Beverages at any time prior to the receipt of the Beverages ordered, by sending notice of cancellation. Notice of Cancellation may be given through the contact details set forth herein below.

Following the receipt of a cancellation notice, you shall be credited with the price you paid for it. The Distillery may charge you a cancellation fee of 5% of the price, or 100 NIS, whichever is lower. Please note that even if you cancel an order before the product was received at the recipient's address, the Distillery may charge you the payment of such cancellation fees.

7.2.2. Return of a Beverage purchased

You may return a Beverage purchased up to 14 days from receipt at the recipient's address, provided that the Beverage was not opened and it is being returned to the Distillery in its original package. You must return the Beverage to the Distillery at the Visitors Center at your own expense, together with the invoice issued in connection with the purchase of the Beverage, or a copy of the Order Confirmation sent to you by e-mail. Following the receipt of the returned Beverage, you shall be credited with the price you paid for it. The Distillery may charge you a cancellation fee of 5% of the price, or 100 NIS, whichever is lower.

7.2.3. Return of a Defected Beverage

The Distillery is dedicated to genuine artisanal manufacture and committed to maintaining the highest standards. The ingredients, equipment, barrels and production process are all carefully managed to ensure a true top-shelf, world-class product. However, to the extent that there is certain defect in a Beverage you have purchased, or that you find a discrepancy *vis a vis* its description, please contact us through the contact details set forth herein below.

No monetary credit will be given for Products for which consideration has not been paid. The provisions of the Consumer Protection Law, 5741-1981, with regard to the cancellation of a remote sale transaction, the return of Beverages and the cancellation of services ordered, the cancellation of the transaction and the return of Beverages shall apply to any order placed through the Site.

8. PRODUCT INFORMATION; LIMITATION ON QUANTITIES

The Distillery strives to ensure that the information on the Site is complete and reliable. Certain information may contain pricing errors, typographical errors and other errors or inaccuracies, which we may correct without liability. We also reserve the right to limit quantities purchased by you and to revise, suspend, or terminate special offers or promotions at any time without notice (including after an order has been submitted or acknowledged). We do not guarantee that all Products which appear on our Site will be available at all time, or that all Beverages will be delivered to any location.

9. VISIT AT THE VISITORS CENTER

The Visitors Center contains heavy, sharp, hot and/or cold objects, and it is also possible that the floor might be slippery in certain areas of the Visitors Center. In addition, expensive equipment is stored in the Visitors Center, to which wrong use might cause major damages. Therefore, for safety reasons, while visiting at the Visitors Center, you must always follow all instructions made by your guide or by caution signs, stay only at the visiting areas and not touch any objects, unless you were expressly allowed to do so. To the extent that any participants in a reserved Tour suffers from any disability/ food allergy, please mention while placing the order, and one of our representatives will contact you to ensure that the Tour/ visit in the Visitor Center is suitable for you.

10. PRIVACY

By using the Site, you agree to the information collection, use and disclosure practices described in our privacy policy, and as may be amended from time to time in accordance with Section 15 below. Our up-to-date privacy policy can be viewed at [\[add link\]](#)

11. PROPRIETARY RIGHTS

You acknowledge and agree that all Content available on the Site is the property of Distillery and are protected by copyright, trademark and/or other proprietary rights and laws. Product names are trademarks or registered trademarks of the Distillery. You agree not to sell, license, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, modify or create derivative works from any content or materials on the Site. **Except as expressly set forth in these T&C, no license is granted to you and no rights are conveyed by virtue of accessing or using the Site. All rights not granted under these T&C are reserved by the Distillery.**

12. DISCLAIMER OF WARRANTIES

NO WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE SERVICE IS PROVIDED "AS IS" AND NO WARRANTIES ARE MADE THAT USE OF THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED, OR THAT ANY ERRORS IN THE SERVICE WILL BE CORRECTED, OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS.

13. LIMITATION OF LIABILITY

UNLESS OTHERWISE PROVIDED BY CONSUMER PROTECTION LAW, 5741-1981, IN NO EVENT SHALL THE DISTILLERY, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, SUPPLIERS, AFFILIATES, OR THIRD PARTIES PROVIDING INFORMATION ON THE SITE AND/OR OR ANYONE ON ITS BEHALF, BE LIABLE TO ANY USER OF THE SITE OR ANY OTHER PERSON OR ENTITY, OR TO ANY CUSTOMER VISITING THE VISITORS CENTER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SITE OR IN CONNECTION WITH THE VISIT AT THE VISITORS CENTER, WHETHER BASED UPON WARRANTY, CONTRACT OR TORT (NEGLIGENCE), EVEN IF THE DISTILLERY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL THE TOTAL LIABILITY OF THE DISTILLERY, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, SUPPLIERS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THE SITE TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THIS SITE, WHETHER IN WARRANTY, CONTRACT OR TORT (NEGLIGENCE), EXCEED THE AMOUNT YOU PAID TO THE DISTILLERY IN CONNECTION WITH THE EVENT GIVING RISE TO SUCH LIABILITY.

14. INDEMNIFICATION

You, at your own expense, shall indemnify and hold harmless the Distillery or anyone on its behalf (the "**indemnified party**"), against any claim, lawsuit, action,

liability, losses and expenses, liens, penalties, including but not limited to reasonable attorney fees arising out of or relating to your and/or anyone on your behalf, (i) use of the Service, whether based upon or related to your negligence or willful misconduct, or otherwise; (ii) visit at the Visitors center; or (iii) a breach of your obligations, representation or warranties hereunder, immediately upon the indemnified party's first demand.

15. AMENDMENT AND TERMINATION

We reserve the right, in our sole discretion and without notice to you, to revise these T&C and we will not be liable to you or to any third party for doing so. We may also impose rules for and limits on use of the Site or restrict your access to part, or all, of the Site without notice or penalty. Your continued use of the Site will constitute your acceptance of any such changes.

16. ASSIGNMENT

You shall not transfer and/or assign any of the rights, privileges, or obligations set forth in, arising under, or created by these T&C without our prior consent. We may transfer and/or assign any of the rights, privileges, or obligations set forth in, arising under, or created by these Terms and Conditions, without your prior consent.

17. SEVERABILITY

If any provision of this T&C is found to be illegal, invalid or unenforceable, in whole or in part, that provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable. If no modify is possible, the provision will be severed, with the remainder of this T&C remaining in full force and effect.

18. GOVERNING LAW; JURISDICTION AND VENUE

This T&C shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this T&C shall be resolved exclusively in the competent court in Tel-Aviv-Jaffa, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of such court.

19. ENTIRE AGREEMENT

These T&C constitute the full and entire understanding and agreement between the parties with regard to the subject matters hereof and thereof.

CONTACT US

Should you have any questions regarding these T&C, or you wish to share feedback about Product selection, pricing, ordering, delivery or other customer service issues you may contact us by telephone at 03-6320491, by e-mail to mh@mh-distillery.com, through our website at <http://mh-distillery.com/he/contact>, or by delivery of mail or visit at the Visitors Center, located at 16 Hathiya St., Tel-Aviv, Israel.