

## KANOSUKE OWNERS CLUB Terms & Conditions

1. The completed application form on the website and these Terms and Conditions comprise the contract of sale for KANOSUKE OWNERS CLUB between the customer ( “the Customer, the Owner, you or your” ) and Komasa Jyozo Co., Ltd. Kanosuke Distillery ( “Kanosuke, we, our, or us” ).
2. After the agreement is finalized and we have received the initial payment, we will fill a 28-liter barrel with new make spirit, which will be matured for 3 years before being bottled and delivered to you. If you would like to be present to witness your cask being filled, please contact us in advance, and be aware that we may not be able to accommodate your request due to scheduling or operational reasons.
3. New make spirit will be filled into 28-liter capacity barrels at our filling strength of 63% ABV. Approximately 2~3% of the cask contents evaporate per year (the “Angels’ Share” ), at the same time the percentage of alcohol by volume decreases. The evaporation rate over the 3 years of maturation and the percentage of alcohol at time of bottling will vary and cannot be guaranteed.
4. An initial payment is required to begin the process, with the outstanding balance payable upon delivery of the final product in 3 years.

Initial	¥ 150,000 JPY
On delivery	¥ 150,000 JPY
Subtotal	¥ 300,000 JPY

※NB1. The initial payment is considered a deposit rather than part of the product cost.

※NB2. Cost listed above does not include consumption tax, which will be calculated and added to the balance payable upon delivery.

Please note that the applicable consumption tax rate will be the current tax rate at the time of delivery, and is subject to change by the Japanese government.

(Ex : In the case of a subtotal of ¥300,000 JPY, comprised of a deposit of ¥150,000 JPY and outstanding balance of ¥150,000 JPY, if the consumption tax rate is 10% , the tax payable is ¥300,000 JPY for a second payment of ¥180,000 JPY, making the total cost ¥330,000 JPY.)

5. After receiving the initial payment, we will issue the Customer with a Certificate of Ownership which will serve as your Title Deed. It is the responsibility of the Owner to keep this document in safe care.
6. Payments will only be accepted by direct bank transfer to the account below. The casking and maturation process will begin as soon as the initial payment is confirmed.

Account details : Kagoshima Ginko (Kagoshima Bank)

Hiyoshi Shiten (Hiyoshi Branch Office)

Futsu (Normal account) No.3009016

小正醸造株式会社 嘉之助蒸溜所

Komasa Jyozo Kabushikigaisha Kanosuke Jyoryusho (Komasa Jyozo Co., Ltd. Kanosuke Distillery)

7. Due to the nature of the product, we cannot accept cancellations after the agreement has been finalized, even in the event of unforeseen circumstances. Requests to store the product for a period of longer than 3 years cannot be accommodated. Please consider this carefully before submitting your application.

8. You must notify Kanosuke immediately of any change to your address or contact details.
9. Joint ownership is not allowed. A single individual who is of legal age to purchase and consume alcohol is required to sign the agreement, and must remain the contact person until delivery of the product. Ownership is not transferable without prior written permission from Kanosuke.
10. After 3 years of maturation, the final product will be delivered to the Customer in bottles, as opposed to remaining in the cask. All costs associated with this final process (cost of bottles, bottling, labels, packing, transportation, etc.) will be borne by Kanosuke. We will choose the type of bottle, but the label design will be finalized in consultation with the Owner (ex. adding a logo to the proposed design).  
Bottling at natural cask strength is recommended, but we can also bottle to your requested alcohol strength (minimum 50% ABV). The empty cask will be sent only to customers who specifically request it. Kanosuke can affix a barrel tap/spigot if the Owner bears the installation cost.
11. Kanosuke cannot accommodate requests to sample the product before the 3 year maturation date. This is due to the characteristic volatile nature of the product: the less volume in each barrel, the larger the surface area becomes, which increases the amount of evaporation. Please understand this is a necessary measure in order to provide the Owner with as much of the final product as possible after 3 years.
12. Each barrel, which is made from organic materials such as wood, will have different characteristics due to the effects of evaporation and maturation. Although this is one of the interesting aspects of the KANOSUKE OWNERS CLUB, please understand that Kanosuke cannot guarantee characteristics across barrels.
13. The resale of bottled whisky without a valid liquor retail license is prohibited by the Liquor Tax Act of Japan. Your agreement to these Terms and Conditions confirms that you are purchasing the filled cask for private, non-commercial use.
14. The final product can be shipped to any location within Japan. Please note that we cannot ship overseas.
15. The personal information the Customer provides on the application will only be used to contact you regarding KANOSUKE OWNERS CLUB matters. It will not be used for any other purposes or shared with third parties.
16. In the event that any doubts arise regarding matters listed above that cannot be easily resolved, the Customer and Kanosuke will communicate to resolve the dispute promptly and in good faith.