

SPECIAL TERMS & CONDITIONS APPLICABLE TO THIS LOT
CASK OF DISTINCTION No. 1145 — PORT ELLEN 1979

This notice is to be read in conjunction with the Fine Spirits Auction General terms and conditions and the Port Ellen 1145 Novation Agreement, which itself refers to the Information for Buyers, Order Form and Terms of Sale of the original sale conducted by Diageo Scotland Limited. In the event of any inconsistency or contradiction, the relevant contractual documents shall prevail within their respective scopes.

1. Lot

Lot description

Legal and beneficial title to the contents of a Single Cask of single malt Scotch whisky; the wooden cask itself is not included in the sale.

Distillery:

Port Ellen

Cask number

Cask of Distinction No. 1145

Type / container

Hogshead — Refill American Oak

Fill date

15 February 1979

Estimated yield

73 bottles of 70 cl, at cask strength

Estimated ABV

51.496% vol.

Estimation undertaken:

June 2026

Storage location

Royal Lochnagar Distillery, Scotland, in bond (bonded warehouse under duty suspension).

Age

48 years old at the date of sale. The successful bidder has the option to continue maturation free of charge until 16/02/2029, when the whisky will be 50 years of age.

2. Maturation, bottling and risks

The cask remains stored at Diageo Scotland Limited, with excise duty and VAT suspended ("in bond"). Bottling will take place in Scotland in accordance with Diageo's terms and the applicable Scotch Whisky rules.

- The yield and alcoholic strength are estimates only. The exact number of bottles and the final alcoholic strength will be determined at bottling.
- Natural evaporation (or 'angel's share') can reduce the available volume by around 2% of the contents per year of maturation. No adjustment to the Hammer price will be made as a result of any reduction in volume compared with its estimate on the day of the sale.
- Partial bottling is not permitted. The timeframe for submitting a bottling request and the ripening deadline is as set out in Diageo's Terms of Sale, which will be signed by the successful bidder.

3. Transfer of ownership and Diageo formalities

The sale covers the contents of the cask and the rights attached to them, excluding the wooden cask itself. The transfer of ownership from the current owner to the successful bidder is

conditional upon full payment of the purchase price and completion of the formalities required by Diageo, including its identification, anti-money laundering and anti-corruption checks, and upon signing of the Novation Agreement (an English-language agreement and governed by local laws in Scotland), which has the effect of transferring to the buyer the contracts currently in force between Diageo and the seller; these contracts govern the rights and obligations of the owner of the cask contents.

Following the sale and receipt of payment, Diageo will arrange, in accordance with its applicable process, the update of its records and the novation or assignment of the contractual rights required for the benefit of the successful bidder. The successful bidder must sign Diageo's "Terms of Sale" and provide the documents required by Diageo.

4. Tax, duties and delivery

The cask is sold in bond; VAT is suspended and the cask remains in the United Kingdom under bond. Accordingly, no French VAT or EU VAT is added to the Hammer price in respect of this sale, subject to this regime remaining in force and to the seller applying the corresponding UK VAT treatment. A specific auction invoice, reflecting the lot's In Bond status (with VAT suspended), will be sent to the successful bidder; this will take precedence over the invoice automatically made available online on the website.

The commission and fees charged by Fine Spirits Auction will be invoiced exclusive of French VAT, in accordance with the terms set out on the invoice.

- Any excise duties, VAT, customs duties, clearance costs, duty-representation costs, transport costs and logistics costs arising on bottling, removal from duty suspension or importation fee are payable exclusively by the successful bidder as owner.
- The cask is to be bottled in Scotland. Shipping charges and any taxes and duties applicable at the destination will depend on the destination selected, Diageo's arrangements and the successful bidder's instructions.
- Fine Spirits Auction will put the successful bidder in touch with a Diageo representative; it is not involved in bottling or transporting the bottles and therefore does not handle import formalities or the payment of any taxes and duties payable after the sale.

5. Special conditions for bidding

To be authorised to bid on this lot, the bidder must contact Fine Spirits Auction in advance by email at info@finespirits.auction no later than **Wednesday 30 September 2026 at 12pm midday (CEST)**, which is 48 hours before the close of the sale. Participation in the sale of this lot is subject to Fine Spirits Auction's General terms and conditions, these Special Conditions and the Port Ellen 1145 Novation Agreement, which in turn refers to the Information for Buyers, Order Form and Terms of Sale of the original sale. These set out specific provisions concerning the transfer of ownership, maturation, bottling, delivery, taxes and duties.

-The bidder must provide Fine Spirits Auction with a bank letter of credit, a banker's draft or a deposit, the amount of which will be advised by Customer service, together with proof of identity and recent proof of registration if the buyer is a company.

-The successful bidder undertakes to sign the contracts governed by local laws in Scotland, drafted in English, that have been made available to them before the sale:

- the Port Ellen 1145 Novation Agreement
- the Information for Buyers, Order Form and Terms of Sale from the original sale



- The successful bidder undertakes to undergo and meet Diageo Scotland Limited's KYC (Know Your Customer), anti-money laundering and anti-corruption checks.
- The successful bidder must have legal capacity and, where applicable, the necessary authorisations and appointed representatives to hold spirits under duty suspension in the United Kingdom.

This information sheet summarises the key details and conditions of the lot. It does not replace the applicable contractual documents, including Diageo's "Terms of Sale".
