

CONDITIONS OF SALE

1. **Application**

These Conditions apply to all sales of wine by Caves de Pierre Ltd trading as Vinothentic ('VCdP') to any customer (a 'Customer') and apply in place of and prevail over any terms or conditions put forward by any Customer.

2. **Wines & Prices**

- a) Subject to any discounts that VCdP may, in its sole discretion, agree with any Customer, the price of all wine supplied by VCdP to a Customer shall be as set out in VCdP's price list in force at the date of the invoice for such wine.
- b) All orders must be for full cases and a minimum of 9 litres (12 bottles of 75cl or equivalent).
- c) All prices include custom excise duty and insurance costs and any applicable value added or any other sales tax.

3. **Terms of Payment**

Invoices are payable on delivery to the Customer of the wine which is the subject of such invoice.

4. **Delivery.**

- a) Free delivery: minimum of 36 bottles of 75cl or equivalent required to qualify on the UK mainland.
- b) If an order is for less than the minimum quantity of wine required to qualify for free delivery on the UK mainland as set out in Conditions 4a) above, VCdP shall add a delivery and insurance surcharge to the applicable invoice at £7 for a delivery of 12 bottles to 23 bottles of 75cl or equivalent; or £5 for a delivery of 24 bottles to 35 bottles of 75cl or equivalent.
- c) Outside UK mainland and other countries, delivery price on request.

5. **Risk and Title**

- a) The risk in the wine shall pass to the Customer on delivery of such wine to the Customer.
- b) Notwithstanding delivery and passing of risk, the legal property in and beneficial ownership of the wine shall remain with VCdP until the Customer has paid all monies owed by it to VCdP.
- c) The Customer grants VCdP an irrevocable licence to enter at any time any vehicles or premises owned or occupied by it for the purpose of repossessing and removing any wine the property in which has remained in VCdP under condition 5(b) above.
- d) Until payment is made to VCdP the Customer shall possess all wine as bailee only and shall store such wine securely, safely and separately from the Customer's own goods or those of any other person and in a manner which makes them readily identifiable as VCdP's wine by reference to the relevant invoices supplied by VCdP.

6. **Liability**

- a) VCdP is not be liable to any Customer for defects in wine, shortfalls in quantity delivered, damage or loss in transit unless such Customer notifies VCdP in writing of such defects, shortfall, damage or loss no later than 5 days after delivery of such wine to the Customer.
- b) VCdP's liability under conditions 5(a) and 6(a) shall be limited at making up any shortfall or refunding the price of any wine (at VCdP's option) found by VCdP to be defective.

7. **Governing Law**

These conditions shall be governed by English law. All Customers, by placing an order with VCdP, submit to the exclusive jurisdiction of the English courts in relation to the application and interpretation of these conditions.

Advice to the Customer

Please store the wine horizontally, in dark conditions and at a cool and constant temperature.