

### TERMS&CONDITIONSOFSALE-March 2022

#### 1. All prices unless otherwise specified are:

- Exclusive of VAT and duty.
- Inclusive of delivery charges
- Per case or bottle, but will always be specified.

  Subject to confirmation of Veblen Wines Ltd upon order acceptance.
- Prices are ruling at date of dispatch and subject to confirmation.
- Free of first years insurance and storage per item within Vine International, subsequent years thereafter are £9.60 p/a for 6x75cl, and £19.20 p/a for 12x75cl inclusive for up-to 9litre cases and variable thereafter with VAT added at the prevailing rate. Veblen Wines Limited reserves the right to retain up to 20% of the sale proceeds of wine in your ownership to settle any outstanding invoices that fall outside our maximum 90 day settlement

#### 2. **Payment**

- By bank transfer.
- UK Cheque (allowing 5 days for clearance).
- Minimum order charge is £1,500 unless otherwise agreed.

#### 3. Title and Risk

- All Wines are purchased from Veblen Wines Ltd
- The ownership of the goods shall remain with Veblen Wines Ltd and will only pass to the purchaser upon clearance of payment in full of the invoiced price. Reserve Account Holders (VEB002 c/o Vine International) will retain title of assets unless purchased by Veblen Wines Ltd. (see Vine Charges sheet separate document for Reserve Account fees)
- If there is loss in storage damage, or delay in transit, Veblen Wines Ltd will not be held liable. This is applicable to the carriers and the storage company - henceforth.

#### Delivery 4.

- All deliveries will be made to our specified storage facility (Vine International) unless otherwise requested by the individual.
- All prices include the cost of transport, transport insurance, and storage for the first year for stocks received into Vine International only. A 5% administration fee applies to Vine International's standard tariff charges for all transfers and handling fees on all wines exported from VEB001 (trade a/c) & VEB002 (reserve a/c).
- All goods are in Original wooden cases unless otherwise specified, fully checked to ensure provenance from chateaux to storage destination.

#### 5. Acceptance

All discrepancies to be notified in writing within 48 hours of delivery by fax or via email

# Force Majeure

- We shall not be liable for any failure to meet our obligations occasioned by circumstances beyond our reasonable control.
- We reserve the right to cancel transactions and memberships.

#### 7. Orders

The placing and accepting of verbal orders shall form a contract on these terms, conditional upon our written confirmation of order which may be by the delivery of an invoice.

## 8.

All our contracts are made under English Law and are subject to the exclusive jurisdiction of the English Courts.

### 9. **Commission Charges**

- Should we be instructed to sell wine on the behalf of our clients Veblen Wines Ltd can take up to 15% of the profit.
- The sale of wines on behalf of non-clients can be up to 12.5% of the gross consideration of sale price which is deducted from the net proceeds received from the exchange for the trade.
- In the event you wish to transfer wines purchased from Veblen Wines Ltd elsewhere then you will be liable for a fee of 5% of the cost price prior to the stock being transferred.

#### 10. Named Account Storage

Clients can keep their wines in a sub-account with the trade account of Veblen Wines Ltd at Vine International. Otherwise private accounts are available within the UK.

### 11. Description/Quality

We undertake the proper safekeeping and storage of wines in our possession and will act in good faith when purchasing wine, but we will not be responsible for the state and condition of wines or whether the wine corresponds to the qualities which might be expected from its description. At our complete discretion, we will consider replacing the remainder of any case sold which is not drinkable.

#### 12. Age of Client

All clients must be over 18 to purchase wines.

## 13.

Veblen Wines Ltd is compliant with the principles of the act of 1998 (DPA), and we do not share information with any third parties who will subsequently use that information for a benefit.