

# Terms and Conditions

## 1. General

1.1 In these Conditions:

**"BUYER"** means the person firm or company whose order for the Goods is accepted by the Company.

**"GOODS"** means the Goods which the Company is to supply in accordance with these conditions.

**"COMPANY"** means Kendrick Champagnes and Fine Wines.

**"CONTRACT"** means the contract for the purchase and sale of the Goods.

**"WRITING"** includes facsimile transmission and comparable means of communication.

1.2 Acceptance by the Company of any order entails the acceptance by the Buyer of these terms and conditions which shall govern any contract between the Company and the Buyer.

1.3 These terms and conditions shall prevail over any terms put forward by the Buyer.

1.4 These terms and conditions do not constitute an offer for sale.

1.5 The Company reserves the right to alter its terms and conditions of sale without prior notice.

## 2. Prices and Availability

2.1 Prices quoted are subject to alteration by the Company without prior notice, in the event of increase in cost of supplies or overheads, or, variation in exchange rates.

2.2 All prices are quoted exclusive of Value Added Tax which will be levied at the rate prevailing at the date of issue of the invoice.

2.3 Excise Duty, where applicable, will be charged at the rates prevailing at the date of issue of the invoice.

2.4 The fulfillment of orders will be subject to availability, and the Company shall not be liable for breach in respect of failure to deliver the full contract quantity.

2.5 The Company may decline to accept an order in the event that acceptance would exceed the Buyers agreed credit limit where applicable.

## 3. Delivery, Examination and Claim

3.1 The Company shall not be held in any way responsible for any loss or damage arising from the non-delivery, in whole or in part, or delay in the delivery of the goods.

3.2 Any dates or times quoted for delivery are approximate and are subject to change or alteration without prior notice.

3.3 Notwithstanding the Company's retention of title to the goods, the risk in the goods shall pass to the Buyer when the goods are delivered to the delivery address.

3.4 The goods must be examined by the Buyer, or his representative, at the time of delivery and the delivery documentation signed to acknowledge receipt. The Company accepts no liability whatsoever for any loss through short delivery or damage to goods in transit, unless the Buyer endorses the delivery documentation with details of shortage or damage immediately upon receipt.

3.5 The goods are ready for consumption and have been stored by the Company in conditions recommended by the producer. The Company will only accept liability, for any defect if the goods have been stored after delivery in similar conditions. The Company reserves the right to inspect the Buyers storage conditions in the event of any claim for alleged defects.

3.6 In the event of any claim being made, the Buyer must retain the goods and any packaging material for inspection. Any alleged defect must be notified in writing to the Company immediately upon its discovery. Failing such notification or the availability for inspection of the goods and/or packaging, the Buyer will not be able to reject the goods whether because of any alleged defect or otherwise.

## 4. Force Majeure

4.1 Force majeure shall include all events beyond the Company's control including industrial action whether official or unofficial.

4.2 The Company shall be under no obligation to notify the Buyer of the occurrence of the force majeure circumstances.

4.3 If performance of the Company's obligations is delayed or hindered by circumstances amounting to force majeure, the Company's duty to perform its obligations shall be suspended for as long as those circumstances continue and the time for such performance shall be extended accordingly.

4.4 If performance of the Company's obligations becomes uneconomic or impossible due to circumstances amounting to force majeure, the contract between the Company and the Buyer shall be discharged.

## 5. Presentation and Packaging.

5.1 All packaged goods purchased from the Company for resale, trade, or promotional use must be resold or used by the Buyer only in the conditions as sold or prescribed by the Company and, in particular, all bottles, containers, labels, capsules, corks and other dressing must remain intact and not be tampered with, added to, altered or obliterated in any way.

5.2 All goods purchased for consumption in licenced premises shall be sold from or in the container and in the condition as sold or prescribed by the Company.

## 6. Onward Sales

6.1 The Buyer of the goods shall not export them, directly or indirectly, without the Company's prior written consent.

6.2 The Buyer will not at any time resell the goods in ships or aircraft stores, in any duty free shop or other duty free retail establishment, wheresoever situated without the Company's prior written consent.

6.3 If conditions 6.1 and 6.2 are breached, the Company reserves the right to suspend deliveries and to sue for redress of injury and damages suffered by the Company, its agents, associates and/or subsidiaries, without prejudice to any other rights or remedies available to the Company, its agents, associates and/or subsidiaries.

6.4 The Buyer will incorporate conditions 5. and 6. in all subsequent sales except in the case of retail sales to persons not buying for re-sale, and will require any person buying the goods for subsequent sale to incorporate conditions 5. and 6., or a similar clause, in all its subsequent sales.

6.5 The Buyer will not assign the benefit of any contract, or any rights of such contract, in whole or in part. Any purported assignment without the Company's prior written consent will be void.

## 7. Sale or Return

7.1 Goods are not supplied on a sale or return basis, unless otherwise agreed beforehand in writing by the Company, and therefore cannot be returned once delivery has been dispatched.

## 8. Payment

8.1 Payment for goods supplied shall become due and payable in accordance with the credit terms expressly agreed by the Company in writing. If the Buyer does not have an approved credit account with the Company, then payment in full shall be made upon placing an order.

8.2 If the payment of the price of the goods, or any part thereof, is not made on or before the due date, the Company shall be entitled to charge interest thereafter on the outstanding amount, at the rate of four per cent (4%) per annum above the National Westminster Bank plc base lending rate in force from time to time. Such interest being deemed to accrue from day to day until date of full settlement.

8.3 If the Buyer fails to pay any one invoice that has become due, then all other unpaid amounts shall become due immediately. In this event the Company reserves the right to withdraw from any further delivery obligations without further notice and be entitled to claim compensation for any and all damages suffered.

## 9. Retention of Title

9.1 Property and title in the goods shall remain with the Company and shall not pass to the Buyer until such time as the Company has received payment in full of all sums due on whatsoever account.

9.2 The Buyer shall not pledge, charge, or otherwise encumber the goods until full payment of the price of the goods has been received by the Company.

9.3 If the Buyer sells all or part of the goods before the payment of the full purchase price has been received by the Company, such sales shall be made by the Buyer as agent of the Company and the proceeds of such sale shall be held on the Company's behalf in such a manner as to make them readily identifiable as the Company's property.

9.4 The bankruptcy, insolvency, or liquidation of the Buyer or any voluntary arrangement made with its creditors, shall not affect the title of the goods.

9.5 The Buyer agrees that prior to the payment, whether due or not, of the goods sold, the Company, its servants, representatives or agents shall be entitled in addition to all other rights to enter any premises where the goods may be and recover possession of them.

## 10. Data Protection

10.1 The Company will obtain suitable references which will be kept on file, and used to establish the Buyers credit worthiness. Furthermore, the Company reserves the right to make enquiries in respect of the Directors and/or principles of the Buyer.

10.2 The Company will provide, upon written request, trade references to third parties and any fees charged will be at the discretion of the Company.

10.3 Information held by the Company will only be used for purposes registered under the Data Protection Act. The Buyer and/or his representatives may request, in writing, copies of any such information held by the Company and any fees charged will be at the discretion of the Company.

## 11. Applicable Law and Validity

11.1 The Contract of sale shall in all respects be governed by and construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts.

11.2 Any provision hereof which is void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision hereof.

11.3 Any waiver by the Company of its rights under any clause of its conditions of trade shall not affect the validity thereof.

11.4 The terms of the Contract may not be varied except by agreement in writing by the Company.