

# TERMS & CONDITIONS

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### 1. DEFINITIONS

In these Terms and Conditions the following words shall have the meaning set out opposite them:

1. “the Company” shall mean Langham Wine Limited;
2. “the Purchaser” shall mean any person, firm, company or organisation from whom or from which the Company accepts an Order to supply Goods;
3. “the Goods” shall mean and include the goods which are the subject matter of the Purchase Order as described in these Conditions and on the face of the Order;
4. “the Order” shall mean the order placed on the Company by the Purchaser;
5. “the Acknowledgement of Order Form” shall mean the Company’s written acknowledgement of the Purchaser’s Order, incorporating these Conditions.
6. “working day” is 0800 to 1700 Monday to Friday, excluding bank holidays and public holidays.

### 2. GENERAL

All Orders for the supply of Goods by the Company are made subject to these Conditions of supply and supersede any earlier sets of terms and condition issued by the Company. Any stipulation or condition contained in any of the Purchaser’s contractual documentation delivered to the Company which would conflict with these Conditions or in any way qualify or nullify these Conditions shall be deemed to be inapplicable to the Company unless the same shall have been expressly agreed to in writing in a document signed by a director of the Company. No other employee or agent has any authority to alter or qualify these Conditions in any way, unless otherwise notified to the Purchaser in writing.

### 3. ACCEPTANCE AND CANCELLATION

1. Subject to clauses 4.2 and 6.1, a Purchaser may purchase any Goods directly from the Company at the Company’s premises by prior appointment only.
2. Notwithstanding clause 3.1 above, a Purchaser may place an Order over the telephone or by mail order. Orders can also be placed via the Company’s website, and in such circumstances the website terms and conditions will apply.
3. The Company reserves the right to cancel any uncompleted order, or suspend delivery, if the Purchaser fails to observe or perform any obligation on the part of the Purchaser to be observed and performed, or if the Company reasonably believes that in all the circumstance that the Purchaser may do so.

### 4. PRICE AND PAYMENT

1. All prices quoted in the Company’s catalogue and publications are subject to alteration or withdrawal without notice, are quoted in pounds sterling, and may be per bottle or per case.
2. If the Purchaser is purchasing the Goods in accordance with clause 3.1, payment will be due and payable at the time of placing their order.
3. If the Purchaser is purchasing the Goods in accordance with clause 3.2, prices quoted or stated in any Acknowledgement of Order Form are based on costs prevailing at the date of quotation or confirmation, and if between that date and the date on which the Goods are despatched variations occur to such costs, either by a rise or fall, the Company reserves the

right to amend the prices and invoice the goods at the Company's prices current on the date of despatch.

4. All prices are quoted inclusive of VAT and other applicable taxes relating to the sale or delivery of the Goods, unless specified otherwise.
5. Delivery charges shall be in addition to the price quoted per bottle or per case.
6. Unless otherwise agreed in writing, payment shall be made by net cash within thirty days of the date of invoice. If bank and trade references have not been satisfactorily furnished to the Company, or the Purchaser is a new customer, the Company reserves the right to require payment in full and prior to dispatching the Goods.
7. If the Purchaser's Order is to be dispatched in installments, payment for each bottle or case of wine will be invoiced separately at the point that that bottle or case of wine is dispatched.
8. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
9. Time for payment shall be of the essence.
10. No payment shall be deemed to have been received until the Company has received cleared funds.
11. The Purchaser shall make all payments due under this Order without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Purchaser has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Purchaser.

## 5. CANCELLATIONS

1. The Purchase may cancel the Order, for any reason whatsoever, at any time up to 24 hours from the time the Order was placed in accordance with either clauses 3.1 or 3.2, as this will be prior to dispatching the Goods for delivery.
2. In order to cancel an Order, the Purchaser must contact the Company in writing or by telephone.
3. Once the Company has been notified by of a cancellation, the Company will reimburse the price of the Goods, if payment has been already made in accordance with clause 4.6, within 48 hours from the time the Company receives notification of the cancellation.
4. If the Purchaser wishes to cancel an Order after the expiry of the 24 hour period outlined in clause 5.1, the Purchaser may still cancel the Order up to 14 working days after the day following the delivery of the Goods. In the event that an Order has already been dispatched in whole, or in part, at the date on which the cancellation notice is received, the Purchaser must return the Goods to the Company in the same condition that it was received in, and the Company will then reimburse any payment already received in accordance with clause 4.6 within 30 days, beginning with the day on which the notice of cancellation is received by the Company.
5. If the Purchaser does not return the Goods to the Company within 21 days of the date of the cancellation notice, the Company reserves the right to charge the Purchaser a reasonable amount in respect of the costs the Company incurs in recovering the Goods from the Purchaser. If the Purchaser fails to return the Goods to the Company, or fails to make the Goods available for collection by the Company within 30 days of the date of the cancellation notice, the Purchaser will be deemed to have accepted the Goods, at which point a new purchase order will be raised by the Company and the Purchaser will be charged for the Order at the price set out in the Company's catalogue and publications at that time.

## 6. DELIVERY

1. The price of delivery shall be quoted on the quotation and the Acknowledgement of Order and shall be part of the total price quoted to the Purchaser, except where the Purchaser is placing an Order at the Company's premises and has agreed to take the Goods away at that time.
2. The Company will deliver the Goods to anywhere in the United Kingdom (including Northern Ireland, the Highlands, Scottish islands, the Isle of Man and the Scilly Isles.). Delivery will be made to the address specified by the Purchaser at the time of placing the Order. The Company reserves the right to make delivery in installments. If the Company elects to do this, there will only be a single delivery charge.
3. Delivery will normally take place within 5 working days of the date of the Acknowledgement of Order. The Company will make every reasonable effort to deliver the Goods within 5 working days, and unless it is otherwise agreed in writing, the Purchaser shall not be entitled to cancel the order in whole or in part on the grounds of delayed delivery howsoever caused, nor shall the Purchaser be entitled to claim damages or compensation. In the event that the Company is unable to make delivery within 5 working days, the Company will contact the Purchaser and keep the Purchaser updated accordingly.
4. If the Purchaser is not available at the time of delivery, the Company's delivery agents will leave the Goods in a safe place, provided that the Purchaser has provided such instructions to the Company at the time of placing the Order. Alternatively, the Company's delivery agents will leave a card requesting the Purchaser to arrange a more convenient delivery time.
5. All Goods must be signed for on delivery by an adult aged 18 years or over (please see clause 11 for further information). If no one of that age is at the address when the delivery is attempted, the Goods may be retained by the delivery agent, in which case the delivery agent will leave notification of attempted delivery and will telephone to rearrange or will return later that day. In these circumstances, if the Company has to re-deliver the goods, a further delivery charge may become due and payable by the Purchaser.
6. The Company reserves the right to use any method of transport for delivery, and the Goods shall be at the risk of the Company during transit.
7. A clear receipt for the Goods shall be sufficient evidence that the Goods have been delivered in good condition.

## **7. GUARANTEE AND RETURNS**

1. If some, or all, of the Goods are broken when they are delivered the Purchaser must notify the Company within 3 working days of the delivery date. The Purchaser may choose either to return the whole case or just the affected bottles for a refund or a replacement.
2. Any Goods collected by the Company's delivery agents must be in their original box to avoid further breakages, where possible.
3. The Goods are supplied to with a 12 month guarantee. The Goods are also dispatched with clear written instructions to be followed in respect of storing the Goods. These instructions should be followed by the Purchaser at all times, and failure to do so may result in the guarantee becoming null and void.
4. Provided the Purchaser has followed the written instructions, and provided it is within 12 months of the delivery date, if the Purchaser discovers the Goods are spoiled you should notify the Company as soon as possible and the Company will refund or replace the Goods accordingly.
5. The Purchaser should have the Goods with them at the time of notifying the Company in accordance with clause 7.3, as the Company will require specific information from the Goods to be provided to it so that it can match it with its records. Without the bottle information the Company will be unable to refund or replace the Goods.

## 8. TITLE AND RISK

1. The Goods are at the risk of the Purchaser from the time of delivery.
2. If for any reason the Purchaser will not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Purchaser has not provided appropriate instructions then:
  1. the Goods shall be deemed to have been delivered on the specified delivery date on the quotation or Acknowledgement of Order Form;
  2. risk in the Goods shall pass to the Purchaser at that time; and
  3. the Company may store the Goods until delivery and the Purchaser will be liable for all related additional costs and expenses (including, but not limited to, storage and insurance).
3. Title and property in the Goods (including full legal and beneficial ownership) shall not pass to the Purchaser until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
  1. the Goods; and
  2. all other sums which are or which become due to the Company from the Purchaser on any account or order; and
  3. all interest that has become payable in respect of the Goods or on any other sum which are or which become due under any other account or order.
4. Until ownership and title of the Goods passes to the Purchaser, the Purchaser must:
  1. hold the Goods on a fiduciary basis as the Company's bailee;
  2. store the Goods (at no cost to the Company) separately from all other goods of the Purchaser or any third party in such a way that they remain readily identifiable as the Company's property;
  3. maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company; and
  4. Hold the proceeds of the insurance referred to in clause 8.4.3 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account. Any account of monies by the Company in accordance with the terms of this clause 8 received by the Company shall not discharge the Purchaser's liability to pay the price for the Goods plus any interest in accordance but shall be set off against such liability.
5. The Purchaser may resell the Goods before ownership and title has passed to it solely on the following conditions:
  1. any sale shall be made in the ordinary course of the Purchaser's business at full market value; and
  2. Any such sale shall be a sale of the Company's property on the Purchaser's own behalf and the Purchaser shall deal as principle when making such a sale.
6. The Purchaser's right to possession of the Goods shall terminate immediately if:
  1. the Purchaser has a bankruptcy order made against him or makes an arrangements or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over all of its assets or undertakings or any part of the assets or undertakings, or a resolution is passed or a petition presented to any court for the winding up of the Purchaser or for the granting of an administration order in respect of the Purchaser, or the

- Purchaser proposes any of the above, or the Company reasonably believes that any of the above is about to occur;
2. the Purchaser ceases, or threatens to cease, trading; and
  3. The Purchaser encumbers or in any way charges any of the Goods.
7. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
  8. The Purchaser grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Purchaser's right to possession has terminated, to recover the Goods.

## 9. WARRANTIES

9.1 The Company warrants that the Goods will be of satisfactory quality and fit for their general purpose when dispatched for delivery to the Purchaser.

## 10. LIMITATION OF LIABILITY

1. Any of the Goods which the Purchaser claims (in writing to the Company and in accordance with clause 7), to be defective, will be replaced or (at the Company's option) the price of the defective Goods will be credited to the Purchaser and the Company will pay the expenses of such return.
2. The Company shall not be liable for a breach of the warranty in clause 10.1 if:
  1. the Purchaser makes any further use of such Goods after giving such notice; or
  2. the defect arises because the Purchaser failed to follow the Company's written instructions as to the storage, installation or use of the Goods; or
  3. the Purchaser causes loss or damage during the handling of the Goods.
3. All other warranties, conditions and other terms implied by Statute or Common Law are, to the fullest extent permissible by law, excluded from this Order.
4. Nothing in these Terms and Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.
5. Subject to clauses 10.1 to 10.3 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Order shall be limited to the total Order price.
6. Notwithstanding anything contained in this Order, the Company shall not be liable for any indirect, special or consequential loss or damage suffered or incurred by the Purchaser arising out of this Order. For the avoidance of doubt, indirect, special or consequential loss shall include, but not be limited to, loss or damage, loss of profits, interest, business, goodwill, revenues or anticipated savings and the incurring of liability for loss or damage suffered by third parties (including in each case incidental and/or punitive damages).

## 11. AGE RESTRICTIONS

1. It is illegal to sell wine to anyone who is under 18 years old. For this reason the Company reserves the right to refuse to accept an Order. Furthermore, the Company will not permit any Order to be transferred from the original customer to another person in order to avoid the age restrictions that it must comply with. By placing an Order the Purchaser is confirming they are at least 18 years old.
2. If the Company's delivery agents are in any doubt about the age of the recipient on delivery, they will request some form of ID. If the person receiving the Goods is unable to produce

appropriate ID, unfortunately our delivery agents will be unable to leave the Goods. Please also see clause 6.5.

## **12. FORCE MAJEURE**

1. The Company reserves the right to defer the date of delivery or to cancel the Order or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, but not limited to, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce). 12.2 If by any such circumstances set out in clause 12.1 or otherwise, the Company is delayed, hindered or prevented from delivering all or part of the Goods, the Company will fairly apportion amongst all of its present contracted customers such of the Goods then available to the Company. Where the Company's obligations to supply have been suspended, normal supply shall resume as soon as is reasonably possible after the removal of the cause. In the event that the cause continues for more than 2 month(s) either party may terminate this Order on 5 working days' notice.

## **13. NOTICES**

13.1 All notices to be served on the Purchaser shall be deemed to be properly served if sent by first class post (or if posted outside the United Kingdom by the local nearest equivalent to first class post) to the address given in the last written communication received from the Purchaser. 13.2 A notice or demand served by first class post or the local equivalent shall be deemed duly served two working days after posting and in proving service of the same it shall be sufficient to prove that such letter was properly stamped or franked first class or the local equivalent, addressed and placed in the post to the addressee at the address referred to above.

## **14. WAIVER**

Waiver by the Company of a right or default under these Terms and Conditions shall not be deemed a waiver of any subsequent right or default whether of a similar nature or otherwise.

## **15. AMENDMENTS**

No amendment or variation of these Terms and Conditions shall be effective unless in writing and signed by a duly authorised representative of all of the parties.

## **16. SEVERABILITY**

If any provision of these Terms and Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of this Order and the remainder of the provision shall continue in full force and effect.

## **17. THIRD PARTY RIGHTS**

Nothing in these Terms and Conditions is intended to confer any benefit on any third party (whether referred to by name, class, description or otherwise) or any right to enforce a term or condition.

## **18. ENTIRE AGREEMENT**

These Terms and Conditions constitutes the entire understanding between the parties in respect of the subject matter and supersedes all prior representations, writings, negotiations or understandings and discussions between the parties relating to it.

#### **19. LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.