

TERMS & CONDITIONS

1. DEFINITIONS

- 1.1. 'Buyer' means the person who buys or agrees to buy the goods from the seller.
- 1.2. 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the seller.
- 1.3. 'Delivery Date' means the date specified by the seller when the goods are to be delivered.
- 1.4. 'Goods' means the articles which the buyer agrees to buy from the seller.
- 1.5. 'Price' means the price for the goods excluding carriage, packing, insurance and VAT.
- 1.6. 'Seller' means Wine Box Company Limited, T/A WBC, Unit 11, Ellerslie Square, Lyham Road, London, SW2 5DZ.

2. CONDITIONS APPLICABLE

- 2.1. These conditions shall apply to all contracts for the sale of goods by the seller to the buyer to the exclusion of all other terms and conditions including any terms and conditions which the buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2. All orders for goods shall be deemed to be an offer by the buyer to purchase goods pursuant to these conditions.
- 2.3. Acceptance of delivery of the goods shall be deemed conclusive evidence of the buyer's acceptance of these conditions.
- 2.4. Any variation of these conditions (including any special terms and conditions agreed between the two parties) shall be inapplicable unless agreed in writing by the seller.

3. THE PRICE AND PAYMENT

- 3.1. The price shall be the seller's quoted price. The price is exclusive of VAT which shall be due at the rate ruling on the date of the seller's invoice. Prices are subject to change without prior notice.
- 3.2. Payment of the price and VAT shall be due within thirty days of the date of the invoice. This applies to account customers only.
- 3.3. Interest on overdue invoices shall accrue from the day when payment becomes due from day to day until the date of payment at a rate of two percent above National Westminster Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.

4. DELIVERY OF THE GOODS

- 4.1. Delivery of the goods shall be made to buyer's address. The buyer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery.
- 4.2. The goods shall be deemed delivered at the time the delivery is tendered.

5. RETURNED GOODS

- 5.1 We reserve the right to charge a handling fee of up to 20% of invoice value on returned items. Goods must be returned within 7 working days of delivery, using original packaging and must be in mint condition, ready for resale.

6. ACCEPTANCE OF THE GOODS

- 6.1. The buyer shall be deemed to have accepted the goods twenty four hours after delivery to the buyer and shall not be entitled to reject such goods thereafter.

7. CONDITIONS AND WARRANTIES

- 7.1. All terms, conditions and warranties relating to the quality and/or fitness for purpose of the goods or any of the goods are excluded unless expressly agreed in writing by the seller.

8. TITLE

- 8.1. Risk shall pass on delivery of the goods.
- 8.2. In spite of delivery having been made, property in the goods shall not pass from the seller until:
 - 8.2.1 The buyer shall have paid the invoice in full including VAT;
 - 8.2.2 No other sums whatever shall be due from the buyer to the seller.
- 8.3. Until property in the goods passes to the buyer in accordance with clause 8.2 the buyer shall hold the goods and each of them on the seller's account on a fiduciary basis as bailee for the seller. The buyer shall store the goods (at no cost to the seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the seller's property.
- 8.4. Until such time as property in the goods passes from the seller, the buyer shall upon request deliver up any goods of the buyer delivered under this contract or any other contract made between the buyer and the seller. If the buyer fails to do so the seller may enter on any premises owned, occupied or controlled by the buyer where the goods are situated and repossess the goods.
- 8.5. The provisions of clause 7 apply notwithstanding the provision for any credit period agreed at any time between the buyer and the seller.

9. REMEDIES OF THE BUYER

- 9.1. Where the buyer rejects any goods then the buyer shall have no further rights whatever in respect of the supply to the buyer of such goods or the failure by the seller to supply goods which conform to the contract of sale.
- 9.2. Where the buyer accepts or has been deemed to accept any goods then the seller shall have no liability whatever to the buyer in respect of those goods.
- 9.3. The seller shall not be liable to the buyer for late delivery or short delivery of the goods.

10. MISCELLANEOUS

- 10.1. WBC reserves the right to use any personalised or bespoke products in future marketing literature.

11. PROPER LAW OF CONTRACT

- 11.1. This contract is subject to the law of England and Wales.

Signed: _____ Date: / /