

# Daniel Lambert Wines Limited

## Terms and Conditions

### Definitions

- 1a) 'the Company' means Daniel Lambert Wines Limited and the wineries represented by Daniel Lambert Wines Ltd in the UK.
- b) 'the Goods' means the wine, Champagne or other goods or any of them described in the Order
- c) 'Customer' means the person or firm who places the Order and who warrants that he or it is a Licensed Wholesale / Retail business and is legally entitled to sell alcoholic products to the general public.
- d) 'Order' means the order placed by the Customer for the supply of the Goods.

### Variation of Terms

2. Any variation of these conditions in any document of the buyer is inapplicable unless accepted in writing by the Company.

### Delivery & Specification

3. Any time or date for delivery named by the Company is an estimate only and the Company shall not be liable for the consequences of any delay.
4. Quotations prices and delivery terms are without engagement and may be subject to variation without notice prior to the Company accepting the Customer's Order either by the issue to the Customer of the Company's acknowledgment and acceptance in writing or upon delivery of the Goods in performance of the Order whichever shall first occur.
5. Quantities supplied will be in the nearest multiple of the standard case sizes to the quantities ordered
6. Goods are offered subject to availability. Minimum carriage-paid order value 10 cases. Orders below 10 cases will attract a £20 delivery charge.

### Notification and Extent of Claims

7. No claim for damage in transit, shortage of delivery or loss of Goods will be entertained, unless in the case of damage in transit or shortage of delivery, a separate notice in writing is given to the Company within three days of the receipt of goods, followed by a complete claim in writing within seven days of receipt of Goods and in the case of loss of Goods, notice in writing is given to the Company and a complete claim in writing made within seven days of the date of consignment. Where goods are accepted from the carrier concerned without being checked, the delivery book of the carrier concerned must be signed 'not examined'.
8. Notwithstanding anything hereinbefore contained the Company shall not be obliged to accept the return of Goods except in the case of error on the part of the Company. The Company will only consider agreeing to the return at the Company's discretion. Such Goods as are accepted will be credited at either the original invoice price or the current published list price whichever is the lower.

### Title/Risk

9. Notwithstanding that risk in the Goods shall pass upon delivery to the Customer, the Goods detailed herein shall remain the property of the Company until such time as full settlement of the cost has been made and until such time, property shall not pass to the Customer, who shall hold and retain the same on a fiduciary basis as the bailee of the Company. In the event that the Customer shall sell or dispose of such Goods before property has passed to the Customer, in such a way as to pass title to a third party, the Customer shall whether such Goods have been sold or otherwise, hold the consideration for such Goods upon trust for the Company
10. Notwithstanding that the Goods (or any of them) remain the property of the Company the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Company the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.
11. The Customer shall insure and keep insured the Goods at the full value invoiced by the Company against "all risks" to the reasonable satisfaction of the Company until the date that property in the Goods passes from the Company.

### Payment Terms

12. Net payment shall become due on or before 30 days after the Goods are received by the Customer. This date will be highlighted on the invoice for that Order of Goods.
13. In the event of any delay in payment within the due time the Company reserve the right to charge interest at the rate of 2% per month for every month or part month on the amounts which remain outstanding and in the event of the Customer not making due payment for the Goods within the terms of this agreement, the Company may at any time enter upon the Customer's premises and remove the Goods therefrom and that prior to such payment, the Customer shall keep the said Goods separate and identifiable for this purpose.
14. In the event of any payment being insufficient to discharge the whole of any outstanding account or accounts following delivery of any statement by the Company the Company shall be at liberty to appropriate such payment to such individual invoice or account as they shall elect despite any purported designation by the Customer and irrespective of it.
15. In the event of any payment falling overdue by more than 14 days, all sums outstanding for Goods supplied to the Customer by the Company will fall due for immediate payment.
16. The Customer will reimburse the Company for all costs and expenses including solicitors costs incurred in the collection of any overdue amount and whether or not legal proceedings are commenced.
17. Any payments which are refused by the bank, will be subject to a penalty fee of £25.

### Construction of Law

18. Unless otherwise agreed these conditions and the contract shall be subject to and construed in accordance with English Law.

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