

# Trade Terms & Conditions

## Ownership

All goods remain the property of H2Vin Ltd until payment in full has been received for the wine and any other sums owed to H2Vin Ltd. Until title passes, the customer will hold the wine as trustees for H2Vin Ltd. The wine is to be stored securely and is to be easily identifiable as wine supplied by H2Vin Ltd.

## Lien

In circumstances where H2Vin Ltd holds wine on behalf of the customer, the company shall have a right of lien on such wine for any debts, claims and liabilities whatsoever for which you may from time to time be liable to the company whether or not the same is due. The company shall exercise the right of lien at its discretion by the sale of goods and will retain the proceeds towards or to meet all debts, claims and liabilities due or to become due by the customer to the company.

## Payment

Payment is due on placing an order, prior to delivery, except for approved Trade credit accounts when it is due 28 days from invoice date, unless otherwise stated. For approved Trade credit accounts the 1st order must be paid proforma in advance of first delivery, thereafter our normal Trade credit account terms and conditions apply.

## Prices

All prices are per case of 12 bottles (75cl), 12 bottles (50cl), 6 magnums (150cl), 3 jéroboams (300cl) or 24 half bottles (37.5cl) on the left column (£ Case) and per bottle on the right column (£ Bottle), Duty Paid exclusive of VAT unless stated otherwise.

We aim to maintain our prices throughout each 12 month trading period, however, we reserve the right to review our prices whenever pricing increases are enforced outside our control; via 3rd party freight forwarders, UK Logistics, Producers, GB Sterling international exchange rate(s) and UK Chancellor duty tax / Vat increases.

## Deliveries

Delivery is free of charge within the M25 for all orders of a value of £300 or more (excluding VAT) at full Trade List prices. Separate quotes can be given for deliveries South, North and West of England, Scotland, Wales and Northern Ireland. The minimum order is one standard case (12 bottles, 6 magnums, 3 jéroboams, 24 half bottles or a pro-rata combination thereof).

We can at times offer an 'Emergency Same Day Delivery' service within the M25 for orders placed before 9am. However, please note that same day delivery cannot always be guaranteed. A delivery surcharge will be applicable at the rate enforced by London City Bond at the time of delivery.

## Sale or Return Orders

The 'Sale or Return' service is by prior arrangement and approval only. Please note that rare allocation and premium lines do not apply. All 'Sale or Return' Orders within the M25 must have a minimum value of £300 ex VAT, including Wine, Champagne and/or Fortified Wines. Only 20% of the original order quantity can be returned. All returned goods must be in whole and original unbroken cases and in resaleable condition of the current offered vintage, otherwise no credit will be provided. A minimum collection charge from £15 ex VAT per case (12x75cl) will be applied to all 'Sale or Return' orders. For 'Sale or Return' orders outside of the M25, different minimum order rates apply. Any approved 'Sales or Return' must occur within 7 working days of delivery; thereafter no returns are possible. Please enquire.

**Claims/Risk**

All orders must be received physically and signed for at point of confirmed delivery day schedule. If re-delivery has to be rescheduled due to failure to physically received and sign over for your order a re-delivery surcharge will be applied (at cost), with the separate payment required in advance before the re-delivery can be made.

All wine shall be at the buyer's risk from the point of delivery to the buyer. Upon receipt, you must examine the wine delivered and must sign to confirm receipt on the delivery note provided. Shortages, damages or errors must be noted on the proof of delivery note along with notifying H2Vin immediately at the time of delivery (up to 24 hours) to enable us to support your claim. Please note the later you leave it the less likely a resolve with 3rd party logistics support. You must also retain such wine and packaging, making it available for inspection and collection by H2Vin Ltd. Please note that claims made outside of these terms and conditions cannot be guaranteed, as insurance may not cover.

Following delivery, client storage areas must be within the minimum grounds of correct temperature control, humidity and hygiene. Our Producers/ Insurance will only guarantee credit assistance cover on faulty wines (TCA/Oxidisation) whilst in our own registered and data calibrated (via telemetry) temperature-controlled storage facilities at London City Bond; thereafter no other 3rd party facilities will be covered, based on unregulated cellar hygiene/ poorly stored/ non calibrated temperature-controlled facilities. You must notify H2Vin Ltd immediately at the time of discovering a faulty bottle (up to 24 hours), with a full explanation of the wines specific technical fault along with the date the bottle was opened, Lot number and cork code to enable us to support your claim.

Where deemed reasonable credit will be provided on faulty goods. Please note that there is a 6-month window cut off period on crediting faulty goods from date of delivery. Each scenario will be evaluated individually. Claims after 6 months can potentially be credited only if we receive credit in return from the original source.

H2Vin will endeavour to ensure all confirmed orders are met, however, if in the unlikely event due to any unforeseen circumstances outside of H2Vin's control, whereby we are unable to fulfil your order (due to producer failure, shortfall in logistics or for any other reason) we will offer you similar wines, or will refund you in full at the original Invoice price without any liability to you. If any unpaid invoices are outstanding from you to H2Vin a credit will be raised for the amount(s) you owe to H2Vin, from which we will confirm this in writing.

**General**

Customer's details will be held confidentially.  
This T&Cs list cancels all previous T&Cs lists.

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