

# Agency 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 30 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, whereby Payment is due 30 days from delivery (Net 30). Important: credit approved accounts who either exceeded their limit or have outstanding invoices, will experience delays in fulfilling their orders until due payment receipt is resolved.

H2Vin Ltd does not cover or accept any bank transaction charge fees nor does it accept 'shared' bank charge fees for any financial transactions made to the company; regardless of GBP Sterling or € Euro Sales Invoice payments made. All bank charges incurred to the client for their financial transactions to H2Vin Ltd (the recipient) must be covered in full by the Payer, that being the customer addressed to within each Invoice, not by H2Vin Ltd. Any such bank transaction charges incurred to H2Vin Ltd will result in a financial Invoice being raised back to the Payer of the original transaction. For any unpaid Invoices / costs incurred to H2Vin Ltd, your pre-paid wine(s) may be sold to cover these surcharges.

## Prices

All prices are Duty Paid 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 and In Bond per case of 12 bottles (75cl), 12 bottles (50cl), 6 magnums (150cl), 3 jéroboams (300cl) or 24 half bottles (37.5cl) on the right column, 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. Unless otherwise agreed by the Company in writing, the price of the goods shall be the price set out in the Company's price list published at the date of order.

## Packaging

We are serious about protecting our planet and take an environmentally conscientious approach towards everything we do at H2Vin. To minimise impact on the environment wine(s) ordered in 'mixed cases' will be delivered in appropriately sized 're-used' cardboard boxes. Wines which are ordered in full cases will be delivered in their original packaging unless stated otherwise. If any original case packaging within the warehouse becomes damaged during handling or throughout its storage, then these stocks will be re-packed into 're-used' boxes.

## **Deliveries**

Delivery is free of charge within England for all orders of a value of £1,000 or more (excluding VAT) at full Agency List prices. Separate quotes can be given for deliveries to 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).

## **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 £1,000 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, otherwise no credit will be provided. A minimum collection charge from £20 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 List cancels all previous lists.

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E&OE 15<sup>th</sup> April 2024