



WINE CORNER LIMITED

**TERMS & CONDITIONS
OF BUSINESS**

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Preliminary

These Terms refer to the Customer or Buyer in the second person and to us in the first person. Our contact details are on our website and in a version of this document which can be downloaded from our website. You may contact us by post, telephone, email and fax.

We accept orders only under our Terms of Business current at the time of your order. This document shows the Terms current at the date shown at the end of this document. Only a director of ours may vary our Terms of Business.

An order is accepted and a contract exists between you and us when we send you confirmation of the order. Failure of a cheque to be cleared or credit card payment refusal will cancel the contract and entitle us to legal remedies.

Because wine is bottled in different shaped bottles, the indications of capacities of different versions of products are approximate only.

Manufacturer's specifications of goods offered by us are subject to change without notice.

Any products or services sold by us will be sold on these terms and conditions unless otherwise agreed in writing by a director of the Company.

These terms and conditions will take precedence over the Buyer's terms and conditions and will be conclusive where there is any inconsistency between the two.

These terms and conditions will supersede all and any previous agreements between the parties, information appearing in any sales brochure or other documentation produced by the Company.

Prices and Payment

You must pay in full when you order unless the products are not in stock. We require a deposit of 50% for products not in stock when we confirm your order. The balance must be paid when we inform you that the goods are in stock and the product will be despatched to you once the final 50% payment is received.

Goods are offered subject to availability and only at prices current at the time of order.

The price quoted for any products or services will, on receipt of confirmation of the Buyer's order, be confirmed in writing to the Buyer.

Any price quoted will be open to acceptance by the Buyer for a period of 60 days. After such time we reserve the right to re-quote for the products or services.

We will not be liable for any change in price between quotation and order, or order and delivery due to circumstances beyond our control.

All prices quoted will be exclusive of duties and VAT.

PAYMENT – Bespoke Works/Projects

A 50% deposit of the purchase price plus VAT is required together with signed copy of the Order Confirmation and drawing(s) before work can commence on the bespoke furniture/product or wine cellar design and build services.

Please note, by signing off the drawing(s), you will be accepting the design and specification for the products and services; therefore, particular attention should be paid at this stage to ensure details are 100% correct.

Any changes made to the design and specification after signing, may incur additional cost and changes to delivery or project end dates. Invoices relating to changes will be invoiced separately and payable in full within 7 days.

All deliveries and installations will be subject to the receipt of the remaining amount plus VAT in cleared funds 7 days prior to the proposed date of delivery or installation. We may refuse to deliver the products and services if payment has not been made at that time.

If the proposed delivery or install date is within 14 days of the Proforma Invoice then the full amount of the total cost will be payable immediately.

No order can be processed until written confirmation and appropriate payment has been received by us.

Payment can be made by following methods:

We prefer payment by BACS Transfer, our account details are listed on our invoice, but also accept cheques or credit/debit cards.

Designs and Designing Process

Designs, illustrations and drawings whether contained in our specifications or otherwise must be regarded as approximate representations only. The Customer must satisfy himself/herself/itself that the goods are fit for the customer's purpose.

Where we have undertaken to offer a design service the drawings and the designs shall remain our property until such time as the Customer enters into the Contract and it is paid for in full.

Despatch and Delivery

Delivery will usually be within 30 days of acceptance of the order, but we do not guarantee any particular delivery date until we have made final delivery arrangements with you, which we will do when the item is received at our warehouse from the manufacturer.

The proposed delivery and installation date will be agreed on confirmation of the order.

Whilst we will endeavour to deliver the Goods on the Delivery Date it cannot be liable for any delay in the delivery and therefore the Delivery Date should be regarded as an estimate only and may be changed by notification from us to the Buyer.

Once the furniture, product or installation has been delivered, installed and signed for, we cannot be held responsible for any damage to the furniture/product thereafter.

Deliveries are made direct to site by arrangement Monday to Friday (excluding holidays) between 7.30 am and 5.00 pm. No time for delivery is guaranteed; timing statements are estimates only as routes are planned in the most logical and cost-effective way.

We bear the cost of delivery to addresses on UK mainland. Trade customers are required to pay for delivery.

We make a delivery surcharge on the UK mainland in the following circumstances:

- For delivery guaranteed to take place to comply with customers' requirements concerning timing.
- If it is not possible to delivery at the first attempt on the date advised for delivery.
- Delivery to a location other than a ground floor. We deliver only to a ground floor unless special arrangements have been made with us.
- We also make a surcharge for a UK delivery off UK mainland and for delivery to a location outside the UK.
- You must make and pay for any necessary arrangements for delivery vehicles to comply with parking restrictions. This includes any congestion charges.

You must make sure:

- that delivery may be made to a ground floor location (or to another location if that has first been agreed with us)
- that fragile or delicate items (including floorings) are suitably protected and moved to a safe location
- that the final location and route to it from a suitable parking point is flat and reasonably unobstructed.
- You may ask us to survey at your cost the suitability of the intended location or the route to it and then we will accept responsibility for this if, at delivery, our recommendations have been adopted and the other circumstances are unchanged.
- We are not responsible for non-delivery or delay in delivery (even if a surcharge has been made for a guaranteed delivery time) because of:
 - circumstances outside our control or
 - the inaccessibility or unsuitability of the intended location or the route to it, and in such case, we may suspend or postpone delivery or cancel our contract with you. If we cancel the contract, we will refund to you a fair and reasonable amount of the money you have paid to us depending upon the circumstances, but specifically if it is not possible to deliver a special factory order because of the inaccessibility or unsuitability of the location intended for it we will not be under any obligation to make any refund unless and until we are able to resell the item in question (without being under any responsibility to you for the price at which we resell it) and then the sum we refund will take into account that resale price and all other relevant factors.
- We are not in any circumstances liable for any consequential loss or damage arising from any delay in delivery or in any failure to deliver.

Transit

We insure goods we deliver to you until they are delivered or collected or, (if we cannot deliver goods at the first attempt) until we make that first attempt, but after that time the goods will be at your risk, whether or not ownership has passed.

We are not liable for loss, damage or shortcomings unless we receive written details within 7 days of the delivery of the item.

We are not liable for any claim for loss damage or shortcomings that should be apparent at delivery if you have acknowledged receipt without qualification about that loss damage or shortcoming.

Risk and Title to Goods

The risk in the Furniture/Product passes to the Buyer upon delivery.

Notwithstanding the passing of risk, property in the Furniture/Product shall remain vested with us and shall only pass from us to the Buyer upon full payment being made of all sums due to us from the Buyer in respect of those Furniture/Product.

Unless and until payment in full is received we may at any time repossess the Furniture/Product and enter the Buyer's premises and remove the Furniture/Product (and dispose of the same as it may decide) and the Buyer shall keep such Furniture/Product as fiduciary agent and bailee for and on behalf of us and shall keep such Furniture/Product separate and identifiable for this purpose.

Any implied authority that the Buyer shall be entitled to sell the Furniture/Product and pass property in them to third parties in the normal course of its business or sell such products will continue until otherwise notified in writing by us or until the happening of any of the events set out in Despatch and Delivery.

Guarantee

Provided they are installed and used in accordance with the Instructions for Installation and Use supplied to you with the product, we guarantee products supplied by us for a period of 2 years from the date of delivery against defects of manufacture and materials. We will replace or repair (at our discretion) parts showing such defects and reported to us during the guarantee period. Goods collected from us by you or on your behalf are not guaranteed against damage or breakdown arising from transit.

Damaged caused to electronic components due to incorrect or unstable mains power supply or power surges, is not covered by the guarantee.

In the event a service call is arranged when the appliance is in OR out of warranty, the Buyer will arrange and ensure at their own expense, safe and free access to the appliance in order for the visiting engineer(s) to carry out their work in a safe and efficient manner.

We will not be under any responsibility or liability for any consequential loss or damage that may arise out of the goods supplied by us, the use of those goods and/or any defects in them.

Service calls under guarantee to goods found not to be defective will be charged at the rates applied to service calls generally.

Liability

We undertake that if within one month from the date of dispatch from the premises of the manufacturer the Furniture/Product or part of them are proved to our satisfaction to be defective or materially not in accordance with the order acknowledgement we will replace the Furniture/Product or part of them at the address where the Furniture/Product were previously delivered provided that the Buyer shall give notice to the Company of any alleged defect or non-compliance within that period of one month and shall allow the Company (or its agents employees or representatives) to inspect the Furniture/Product and investigate the complaint. The Buyer must not return the Furniture/Product or part of them to us or the manufacturer unless we have agreed in writing to accept their return to itself or to the manufacturer.

Save where liability may not be excluded or limited by contract between the contracting parties, we shall not be liable for loss of profit, damage or for any expenditure incurred on the Furniture/Product supplied or any consequential or special loss or damage sustained by the Buyer by reason of any breach by us arising from any act or default of us howsoever arising.

Force Majeure

Should supply or delivery of any of the Furniture/Product be prevented at or from us, or any independent carrier be prevented or hindered directly or indirectly from transporting the Furniture/Product due to any other cause whatsoever beyond the reasonable control of us then any estimated or expressly agreed date for delivery of the Furniture/Product shall be extended for a reasonable period of time having regard to the effect of the delaying cause on the manufacture or supply of the Furniture/Product.

If the period of such extension exceeds three months we may after or during this period of the extension cancel any orders not delivered.

Withholding Payment

The Buyer shall not at any time withhold payment for any Furniture/Product supplied to it by us by way of set-off in connection with any dispute claim or counter-claim the Buyer has with or has made against us or the manufacturer

Safety Instructions

The Buyer undertakes with us that it will ensure compliance so far as is reasonably practicable by its employees, agents, licensees and customers with any instructions given by us for the purpose of ensuring that the Furniture/Product will be safe and without risk to health when properly used and will take any other steps or precautions having regard to the nature of the Furniture/Product as are necessary to preserve the health and safety of persons handling, using, assembling or disposing of them.

Free 'Take Back' Available Under the WEEE Regulations

Wine Corner Ltd offers customers a free 'Take Back' on their old electric items. This is offered on a like-for-like basis. Therefore if you purchase an electric item from us you can return your old wine conditioning unit or wine cabinet back to us and we will dispose of it in an appropriate manner under the WEEE regulations.

You have 28 days in which to return your old items to us and the cost of returning the items, if you buy your new wine conditioning unit or wine cabinet from us online, is to be covered by you.

For your information, under the WEEE regulations:

- All new electrical goods should be marked with the crossed-out wheellie bin symbol and be disposed of separately from normal household waste.
- The amount of WEEE items we throw away is increasing by around 5% each year, making it the fastest growing waste stream in the UK. Recycling reduces the environmental and health risks associated with sending electrical goods to landfill.

Cancellation

If you are a consumer (non-business) buyer and you placed your order without ever visiting our showroom, seeing us at an exhibition or having other direct personal contact with us, and your order does not include any special option item, the Consumer Protection (Distance Selling) Regulations 2000 give you a right to cancel this contract up to the end of the 7th working day after the day of delivery.

To exercise the right to cancel you must inform us in writing within that time limit. We will then arrange with you to collect the item. In the meantime you must take reasonable care of the item and not use it. The item must be in stock re-saleable condition in the original packaging. We will refund the money you have paid after deducting the cost of original delivery and of collection and return to our warehouse. If we refuse the item we will return it to you at your cost.

If you wish to return the goods more than 7 working days after we have delivered the goods to you, you must not have used them and must have kept them in the condition they were delivered. You must return them to us or request us to collect them, in either case at your cost. There will be an additional administration charge of 25% of the purchase price of the goods returned over and above the transport costs.

Otherwise, we reserve all our rights in law in respect of buyers who cancel or repudiate their contract including our right to retain a deposit.

Termination

We shall be entitled without prejudice to its other rights and remedies to terminate immediately in writing every contract it has with the Buyer or to suspend any further delivery of the Goods under any or every contract it has with the Buyer if:

- any debt is due and payable by the Buyer to the Company and remains unpaid;
- the Buyer has failed to provide any letter of credit bill of exchange or any other security required by the

Company;

- the Buyer has rejected returned or failed to take delivery of the Goods or part of them otherwise than in accordance with these Terms and Conditions;
- the Buyer becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

the Buyer being a body corporate has:

- received notice (either written or oral) that an Administrative Receiver or other Receiver or Manager is to be or has been appointed in respect of its undertaking or a material part thereof or other property or assets;
- received notice (either written or oral) that a petition to wind up the buyer is to be or has been presented under Section 124 of the Insolvency Act 1986 or otherwise or a notice (either written or oral) of a proposal to pass a Resolution to wind up the Buyer (including any proposal by the Buyer so to do);
- decided to make a voluntary arrangement or composition with its creditors;
- become unable to pay its debts as such expression is defined by the Insolvency Act 1986; or received notice (either written or oral) of anything analogous to the above under foreign law or that proceedings have been instituted under foreign law.

the Buyer being an individual or a partnership has:

- become unable to pay its debts as such expression is defined in the Insolvency Act 1986;
- suspended any payment to the Company in whole or part;
- proposed or entered into any composition or arrangement with his creditors;
- had a receiving order in bankruptcy made against him; or
- received notice (either written or oral) of anything analogous to the above under foreign law.

Image Rights of Photography

The Client accepts that we may use photographs of the Furniture/Product, the area in the vicinity of the Furniture/Product and the general location of the property.

We are allowed to use the photography and quotes in ALL public relations materials.

We will be forbidden to use the Client's personal information including name and will seek permission in carrying out such activities.

Bye-Laws and Regulations

It is the client's responsibility to ensure and satisfy himself/herself/itself that the work to be carried out complies with all local by-laws and/or regulations. We cannot accept any responsibility or liability relating to or arising from any failure in such compliance. The Client warrants that all necessary have been obtained before commencement of any work and he agrees to indemnify us for any losses which it may suffer as the result of work having to be delayed, suspended, stopped or re-arranged in consequence of any breach of the said warranty.

Legal Interpretation

Any contract to which these terms and conditions apply shall be governed and construed in accordance with English Law and any dispute arising out of or in connection with such contract shall be determined exclusively by the English Courts.

VAT

VAT is payable on all orders in the UK.

No VAT will be charged on furniture/product shipped directly to countries outside of the EC on the provision that we receive export documentation from the shipping company within three months from the date of the balance invoice.

VAT is payable on sales to other EU countries unless the Client is VAT registered. VAT registration number must be provided by the Client.

Complaints and General

You become the owner of the goods once we are paid in full together with any interest due, or when we deliver whichever date is the later; until you are the owner you must not use them, but return them to us on demand.

Without affecting any other provisions of these Terms of Business we will in no event be under any greater liability to you than the cost to you of the item you have bought and we shall not be obliged to discharge that liability until the item in question has been returned to us.

The proper law of this agreement is English law and disputes will be arbitrated in England.



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DEFYING
CONVENTION