

Daniel Lambert Wines Limited

Terms and Conditions

Definitions

- 1 a) '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 9.1 The Goods are at the risk of the Buyer from the time of delivery.
 - 9.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
 - 9.2.1 the Goods; and
 - 9.2.2 all other sums which, are or which become due to the Company from the Buyer on any account.
 - 9.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:
 - 9.3.1 hold the Goods on a fiduciary basis as the Company's bailee;
 - 9.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
 - 9.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 9.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company; and
 - 9.3.5 hold the proceeds of the insurance referred to in Condition 9.3.4 on trust for the Company.
 - 9.4 The Buyer may resell the Goods before ownership has passed to it solely on the following Conditions:
 - 9.4.1 any sale shall be affected in the ordinary course of the Buyer's business at full market value and the Buyer shall hold part of the proceeds of sale as represent the amount owed by the Buyer to the Company on behalf of the Company and the Buyer shall account to the Company accordingly; and
 - 9.4.2 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
 - 9.5 The Buyer's right to possession of the Goods shall terminate immediately if:
 - 9.5.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - 9.5.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/ its property or obtained against him/it, or fails to observe/performance any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
 - 9.5.3 the Buyer encumbers or in any way charges any of the Goods.
 - 9.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
 - 9.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises
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where the Goods are or may be stored to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

9.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

9.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this Condition 6 shall remain in effect.

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.

PRICE

- 7 7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's pricelist (including any published amendment thereto) published on the date of delivery or deemed delivery.
7.2 The price for the Goods shall be exclusive of any value added tax and all additional costs or charges in relation to loading, unloading, carriage (other than within Greater London) and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods.
7.3 In the event that a pricing error shall be discovered after acceptance of an order by the Company, the Company shall notify the correct price to the Buyer and the Buyer shall have the option to either (i) cancel such order; or (ii) continue at the notified correct price. The Company shall not be obliged to supply Goods at the incorrect price.

PAYMENT

- 8 8.1 Payment of the price for the Goods is due within 30 days from the end of the month in which the goods were invoiced (unless otherwise agreed between the Company and the Buyer) and time for payment shall be of the essence.
8.2 No payment shall be deemed to have been received until the Company has received cleared funds and all payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.
8.3 The Buyer shall make all payments due under the Contract without any deduction whether by way of set off, counter-claim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
8.4 If the Buyer fails to pay the Company any sum due pursuant to the Contract the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the rate specified at that time under the Late Payment of Commercial Debts (Interest) Act 1998.
8.5 No orders will be accepted whilst any overdue account remains outstanding and the Company reserves the right to levy an additional administration charge of £25 (exclusive of VAT) to cover administration costs if the Buyer's cheque is returned by their bank.

RESPONSIBILITY

- 9 9.1 The Buyer acknowledges that due to the nature of the goods their quality may vary for different time periods, however the Company warrants that as at the date of delivery the Goods shall reasonably correspond to their description. The Company gives no warranty as to the durability of the Goods.
9.2 The Company shall not be liable for a defect in the condition of the Goods:
9.2.1 unless the Buyer gives written notice

Construction of Law

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

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