

All fields indicated with a * MUST be completed in order for us carry out appropriate company checks

* Name of company:

* Trading as (if different from above):

* Is the company a) b) or c): (Please Circle) a) LIMITED COMPANY b) SOLE TRADER c): PARTNERSHIP

* Company registration number:

* Company VAT number:

* Head Office address:

* Telephone: Email:

Mobile: Fax:

Nature of business:

Registered Office (if different from above):

Delivery address (if different from above):

* Telephone: Email:

Mobile: Fax:

Names, home address & phone numbers of all Partners (for sole trade of partnership only):

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.....
.....
.....
.....

* Bank name & address:
.....
.....

* Account number: Sort Code:

Trade Reference 1

* Name:

* Address:
.....
.....

* Email:

* Phone number:

Trade Reference 2

* Name:

* Address:
.....
.....

* Email:

* Phone number:

* **Amount of Credit Requested:** **NOTE - Trade referees should be able to speak for the credit figure given**

I/We hereby requested you to open an account.

I/We agree the credit account facility will be on your stated terms and that adherence to this obligation is the essence of the contract between us.

I/We authorise our bankers to provide a banker's opinion as to our suitability for the above amount.. I/We being a sole trader or an authorized signatory of this company/partnership acknowledge and agree that all orders for goods placed by us will be subject to your terms and conditions set out overleaf (as may be varied by you from time to time and notified to us) to the exclusion of all other terms and conditions including any terms which we may later seek to impose.

I/We consent to the use of personal data being processed in order to send details from time to time about Eurowine's products and services. Please tick this box to confirm consent and to receive marketing communications about products and special offers from Eurowines. Consent can be withdrawn at any time by contacting XXXX@eurowines.co.uk [insert tick box]

* Signed (Must be signed by Director/ Partner/ Proprietor):

* Full name:

* Position:

For and on Behalf of:

* Date:

CONDITIONS OF SALE

1. Definitions

- 1.1 The "Seller" means Eurowines Limited
1.2 The "Buyer" is the person or company buying the Goods in the ordinary course of business, under these terms and conditions.
1.3 The "Goods" means the goods which are to be sold under a contract of sale between the Seller and the Buyer.
1.4 The Price means the total price of the Goods including packaging, insurance and transport

2. Formation of Contract

- 2.1 These conditions shall apply to all contracts between the Seller and the Buyer to the exclusion of all other terms and conditions.
2.2 All orders shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions. Acceptance of Goods at delivery shall be deemed conclusive evidence of acceptance of these conditions.

3. Prices

- 3.1 Prices involved will be those ruling at the date of despatch of the Goods.
3.2 Subject to Clause 3.1, all quoted prices are subject to change without notice.
3.3 All prices are quoted duty paid and delivered and exclusive of value added tax which will be charged at the rate in force at the time of despatch of the Goods.
3.4 All orders are in multiples of an unmixed case. A minimum order value of £250 Nett Sales Value is in operation. Any order below this value will attract a delivery charge of £3 per case.

4. Terms of Payment

- 4.1 The Buyer shall pay the Price in accordance with the payment terms and time for payment is of the essence.
4.2 If the Seller has a current credit account with the Seller then payment terms shall be as agreed in writing and set out in the credit account application approved by the Seller as may be varied in writing by the Seller or if no such terms have been agreed no later than 30 days from the end of the month in which the Goods are delivered to the Buyer and in either event in full without set off or counterclaim.
4.3 If the Buyer has not opened a credit account in accordance with the Seller's terms, payment of the Price for all orders shall be required in cleared funds before the Goods are despatched.
4.4 In the event of non-payment of any sum due to the Seller by the due date all sums owing to the Seller by the Buyer shall immediately become due.
4.5 The Seller reserves the right to charge interest on unpaid invoices and any other sums due to the Seller and outstanding applied daily at a rate of 3% per annum above base rate of Barclays Bank Plc from time to time from the date when payment becomes due until the date when payment is made and interest will accrue after as well as before any judgment. The Buyer will reimburse the Seller for all costs and expenses (including legal costs on an indemnity basis) incurred in the collection of any overdue amount
4.6 Without prejudice to any rights which the Seller may have in the event of non-payment of any sums outstanding on the due date, the Seller shall have the right to cease supplying other Goods ordered by the Buyer from the Seller whether under this contract or any other.

5. Delivery

- 5.1 Time and dates quoted for delivery are estimates only and the time for delivery of the Goods shall not be of the essence.
5.2 Where delivery is made by instalments, delay in delivering one or more instalments shall not entitle the Buyer to refuse to accept any remaining instalments.
5.3 The Buyer shall not refuse to accept delivery of any consignment or instalment on account of any shortage or defect in any other delivery.
5.4 Delivery takes place when the Goods are delivered to the ground floor entrance of the building of the Buyer's premises as stated in the order.
5.5 The Seller shall not be liable in any way for any losses, damages or expenses (whether direct, indirect or consequential) suffered by the Buyer due to any delay in failure in delivering the Goods.
5.6 Without prejudice to any other rights which the Seller may have, where the Buyer does not accept delivery of the Goods, a transport and delivery charge equal to 15% of the nett order value of the rejected Goods shall be payable by the Buyer to the Seller as a

genuine pre-estimate of the cost to the Seller of transport, delivery and re-stocking of the rejected Goods.

6. Short Delivery/Wrong Product Delivered/Non-Delivery

- 6.1 No claims for shortage, for damage to Goods or for delivery of wrong products shall be made unless the Seller is notified in writing quoting number of delivery note or invoice number within 48 hours after the time of delivery in accordance with Clause 5 and in the absence of such notification the Buyer shall be deemed to have accepted the Goods and payment in full will become due in accordance with the terms of Clause 4.
6.2 No claims for non-delivery shall be made unless the Seller is notified in writing within 7 days of the date of invoice. In the absence of such notification, the Seller shall be deemed to have delivered the Goods and payment in full become due in accordance with Clause 4.

7. Damage in Transit

- 7.1 Goods damaged in transit must be reported to the Seller immediately by signing the delivery note "damaged on arrival". This must be returned to the Seller within 24 hours of the time of delivery. Any damaged Goods must be retained (including wrappings, cartons etc.) for inspection.
7.2 In the event that the delivery note was signed but not marked "damaged on arrival" the Seller cannot be held responsible for damages in transit.

8. Return of Goods

- 8.1 Goods cannot be accepted for return without the prior consent of the Seller which will be given at the Seller's discretion.
8.2 A handling charge of 15% of nett order value will be made on all Goods that are returned as per clause 5.6.
8.3 Any Goods returned in accordance with this clause 8, must be in pristine condition and returned correctly packed in its original packing.
8.4 Risk in any Goods to be returned remains with the Buyer until the Goods are delivered to the Seller or until the Seller collects such Goods
8.5 No claims for return shall be made unless the Seller has confirmed receipt of the Goods, such receipt to be provided by the Seller within 48 hours after the time of return. In the absence of such receipt, the Buyer shall be deemed to have the Goods and payment in full become due in accordance with Clause 4.

9. Quality of Goods

- 9.1 Save as expressly provided, all warranties and conditions relating to quality, or compliance with description (whether implied by statute or otherwise) are hereby excluded to the extent permitted by law PROVIDED THAT nothing in these conditions shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller.

10. Inability to Supply and Limits of Liability

- 10.1 Without prejudice to any other condition hereof if any product shall not be available at the Seller's UK warehouse or should the despatch or delivery of the whole or any part of the Goods be interrupted, prevented or hindered by any cause or causes, (including the UK departing the European Union on any terms yet to be agreed) whatsoever beyond the Seller's control, the Seller shall be entitled to postpone or suspend any delivery or deliveries until (in the Seller's reasonable judgment) any such clause has ceased to operate. The Seller shall be under no liability whatsoever in respect of such postponement or suspension.
10.2 If the Seller does not apply to supply any Goods due to its unavailability at its warehouse or if despatch or delivery is delayed for more than one week, the Seller has the option of cancelling the contract and refunding any payment made by the Buyer.

11. Product Changes

- 11.1 Vintage wines are subject to change. When a vintage changes then next available vintage will be supplied.

12. Retention of Title

- 12.1 Risk in the Goods shall pass to the Buyer on delivery and the Buyer shall insure the goods with a reputable insurance company against all risks for their full value from that time.
12.2 Notwithstanding the provisions of Clause 12.1, property and ownership in the Goods shall not pass from the Seller until:

12.2.1 the Buyer shall have paid the Seller for the goods; and

12.2.2 no other sums are then outstanding from the Buyer to the Seller on any account whatever whether or not such sums have become due for payment.

12.3 Until property in the Goods passes to the Buyer, the Buyer shall:

12.3.1 Hold the Goods as the Seller's fiduciary agent and bailee;

12.3.2 store the Goods separately from those of any other person and ensure they are readily identifiable as the property of the Seller.

12.4 Notwithstanding the provisions of this clause, the Buyer may as principal in the ordinary course of its business sell the Goods for market value or use the Goods in the ordinary course of its business but shall account to the Seller for the Price from sums received in relation to the sale or other activity in the ordinary course of business including, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

12.5 At any time prior to property in the Goods passing to the Buyer, in the event of:

12.5.1 the Buyer's insolvency;

12.5.2 the Buyer's failure to pay any amount due to the Seller; or

12.5.3 any breach by the Buyer of these conditions the Buyer must immediately place any Goods in its possession or under its control at the Seller's disposal and the Seller's representatives shall have (without prejudice to any of the Seller's other rights and remedies) the right to enter the Buyer's premises retake possession of such goods. In such event, the Buyer shall procure that the Seller has access to the premises of any third parties where Goods in which property has not yet passed to the Buyer are stored.

12.6 Should any event listed in Clause 12.5 occur, the Buyer's right to sell and to use the Goods shall immediately cease.

13. Miscellaneous

13.1 The contract shall be governed by and construed in accordance with English law and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

13.2 The Buyer and Seller shall both comply with the applicable requirements of the Data Protection Act 2018. The Seller shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. In order to protect the Seller's legitimate interests, the Seller may make a search of the Buyer and its directors with a credit reference agency, who will keep a record of that search. The Seller shall not sell or release personal data to third parties for the purpose of financial gain or marketing other products and services and shall process data for the purposes of performing the contract and where consent is provided, to send marketing communications about the Seller's Goods only.