

Terms & Conditions of Sale

Our standard terms & conditions of sale apply to all orders.

Contact

Clark Foyster Wines Ltd, Northumberland House, 11 The Pavement, Popes Lane,
W5 4NG London (the Company)

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Email: sales@cfwines.co.uk

Prices

Prices are correct as of 06/06/2012, but are liable to change without notification.

Prices are quoted per bottle.

Prices are quoted in 3 categories:

1-IBC: In bond collected 25 cases

London City Bond, Chill Store, Tilbury Docks, RM18 7EH

2-DPD: Duty paid and delivered 120 bottles, or 10 cases

3-DPD: Duty Paid and delivered 60 bottles, or 5 cases

Prices are also available for customer collections from our warehouse. Please contact us for further details.

N.B. A case is considered to consist of 12 x 75cl or 12 x 375ml.

Minimum order size

In the London area, our minimum order size to include delivery is 36 bottles. Smaller deliveries may be accepted but are normally subject to a small delivery surcharge.

Please contact us to check when you place your order.

Payment

Unless otherwise agreed, our payment terms are as follows:

For wines supplied from our UK stocks, payment is due one month from date of invoice.

For wines supplied ex cellars, payment is due 60 days from release for shipment.

The Company reserves the right to charge interest on overdue accounts.

Damage /shortage of goods on delivery

Please check your wines carefully when they arrive before you sign for them and state any breakage or shortage on the delivery note. To enable the Company to make a claim from the carriers in the event of breakage, loss or short delivery, notification must be given to the Company in writing within two days of delivery. The carton and packing in which the damaged goods were delivered should be retained for the carrier's inspection. No deduction may be made against invoice except upon the specific written authority of the Company.

Bottles out of condition

If you have a bottle which is faulty upon opening, please let us know without delay so that we can collect the bottle and assess the fault. If you wish to make a claim, then please contact us within 24 hours to request a claim form. We may not be able to consider claims unless we have the opportunity to collect and assess the wine within a reasonable period after opening.

Risk & Title to goods

- (a) Risk in the products shall pass on delivery to the purchaser (or their nominated delivery address)
- (b) Title shall not pass to the purchaser until the company has received payment in full (cash or cleared funds) for
 - (1) the goods which, in the normal course of business, comprise wines
 - (2) all other sums which are or which become due to the company from the purchaser for the supply of all other goods and/or services rendered at any time by the company to the purchaser or any account
- (c) Until title to the goods has passed to the purchaser the purchaser shall:
 - (1) hold such goods on a fiduciary basis as the company's bailee;
 - (2) store such goods separately from all other goods held by the purchaser so that they remain readily identifiable as the company's goods;
 - (3) not remove, deface or obscure any identifying mark or packaging on or related to such goods and;
 - (4) maintain such goods in satisfactory condition and keep them insured on the company's behalf for their full price against all risks with an insurer that is reasonably acceptable to the company. On request the purchaser shall allow the company to inspect such goods and the insurance policy.
- (d) The purchaser may use or resell the goods in the ordinary course of business.
- (e) Where the company is unable to determine whether any goods are the goods in respect of which the purchaser's right to possession has terminated, the purchaser shall be deemed to have sold all goods of the kind sold by the company to the purchaser in the order in which they were invoiced to the purchaser.
- (f) If before the title to the goods passes to the purchaser, the purchaser becomes subject to any of the events on the clause below, then, provided that such goods have not been resold and without limitation to any other right or remedy the company may have, the company may at any time require the purchaser to deliver up such goods and if the purchaser fails to do so promptly, enter any premises of the purchaser or of any third party where the relevant goods are stored in order to recover them.
- (g) 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.

Termination

The company may terminate this agreement with immediate effect by giving written notice to the purchaser if:

- (a) The Purchaser suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (b) the Purchaser commences negotiations with all or any class of its creditor with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- (c) a petition is filed a notice is given, a resolution is passed or an order is made for or on connection with the winding up of the Purchaser; or
- (d) a creditor or encumbrancer of the Purchaser attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced or sued against the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (e) the Purchaser ceases or threatens to cease to carry or all or substantially the whole of its business

General

(a) If any provision of this agreement is found by any court tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the agreement and the remainder of the provision shall continue in full force and effect.

(b) Failure or delay by the company in enforcing or partially enforcing any provision of the contract shall not be construed as a waiver or any of its rights under the contract

(c) This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.