



The Whisky Market Ltd
Tulip House 70 Borough
High st SE1 1XF
Company Number : 08983863

The Whisky Market

TERMS AND CONDITIONS

1. Introduction

1.1 These Terms and Conditions govern your relationship with The Whisky Market Ltd and apply to all quotations, offers, orders and contracts for sale of goods, otherwise referred to as “the seller”

1.2 In these Terms and Conditions, unless stated otherwise

The Buyer or The Client – means the purchaser of the goods from The Whisky Market Ltd; The Whisky Market Ltd – means the Company selling the goods;

Goods – means the items provided to the Buyer by The Whisky Market Ltd, either all or part of them.

Sales Agreement – means terms and conditions and written invoices defining the agreed relationship between the Buyer and seller.

1.3 The Terms and Conditions constitute the entire understanding of the parties and supersede all prior discussions, negotiations, agreements and understandings, whether oral or written. No change or modification of the Terms and Conditions (including change orders) is valid unless it is IN WRITING AND SIGNED BY ALL THE PARTIES who are bound by the Terms and Conditions. If any part of the Terms and Conditions is held invalid, unenforceable or void by a court of competent jurisdiction, the Terms and Conditions are considered divisible as to such part, and the remainder of the Terms and Conditions are valid and binding as though such part was not included in the Terms and Conditions. Should a lawsuit be necessary to enforce the Terms and Conditions, the parties agree that jurisdiction and venue are waived and suit shall be brought in the county of the principal office of The Whisky market Ltd. The Terms and Conditions are governed by the laws of England (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters,

including, but not limited to, matters of validity, construction, effect and performance. The Terms and Conditions may be executed in two or more parts, each of which shall be deemed an original but all of which together shall be one and the same instrument.

1.4 Nothing in these Terms and Conditions affects the statutory rights of any consumer.

2. Order

2.1 Any offer or acceptance of a quotation made by the Buyer will be deemed an offer to purchase the goods governed by these Terms and Conditions.

2.2 No offer or acceptance of a quotation will be deemed a binding agreement of sale until confirmation with a written invoice issued by The Whisky Market Ltd. Upon confirmation, these Terms and Conditions (as they may be amended by The Whisky Market Ltd (from time to time) form a binding agreement between the Buyer and The Whisky Market Ltd.

2.3 Any goods or services not confirmed by written invoice are deemed additional work and must be agreed in writing signed by both parties. These terms and Conditions are applicable to any additional work or sales to the Buyer by The Whisky Market Ltd.

3. Purchase Price and Payment Methods

3.1 The purchase price shall be the price offered by The Whisky Market Ltd and confirmed by written invoice.

3.2 The purchase price includes the cost of packaging, delivery, insurance, VAT, sale, use, excise or similar duty which may be applied. Any fees, duty or taxes applied will be billed to and paid by the Buyer as set forth on the written invoice issued by The Whisky Market Ltd.

3.3 All payment shall be made in British Pound Sterling and the agreed price is due in full at the time the offered price is accepted and confirmed by invoice, unless agreed otherwise in writing.

3.4 The Buyer will have 14 days from the date of invoice to make payment in full, unless agreed otherwise.

3.5 Legal Title of the product will not pass to Buyer until the accepted and confirmed price is paid in full and delivery is made.

3.6 Late Fees. Any payment not paid in full as per the Terms and Conditions will be subject to interest assessed on funds due at 3 percent per annum over the Bank of England base rate from time to time.

3.7 All payments are due from the Buyer in full without any deduction by way of a set-off, counter-claim, discount, and abatement or otherwise.

4. Goods

4.1 The goods to be delivered shall be specifically described in the written invoice provided by The Whisky Market Ltd.

4.2 The Buyer hereby acknowledges and accepts that the quality and quantity of the goods are as described in the purchase order.

4.3 In the event the specific good is not available as of the date the order is confirmed by written invoice, The Whisky Market Ltd agrees to source goods of similar or greater quality.

4.4 In the event The Whisky Market Ltd cannot source goods acceptable to the Buyer because the ordered goods are not available, the Buyer will have 7 days to provide written notice to cancel the order. The Whisky Market Ltd will, upon receipt of such notice, refund moneys paid in full.

4.5 The Buyer agrees and acknowledges that all specifications and advertising issued by The Whisky Market Ltd and any descriptions or illustrations contained in The Whisky Market Ltd marketing materials are provided for the sole purpose of giving an approximate idea of the goods described in them. The Whisky Market Ltd is not bound by such descriptions which do not form a part of these Terms and Conditions, nor are they a part of the sales agreement and this is not a sale by sample.

5. Product Delivery

5.1 Unless otherwise agreed by the parties, delivery of the goods shall be to the pre agreed bonded warehouse facility.

5.2 Risk of loss or damage to the goods passes to the Buyer immediately upon transfer of ownership.

6. Returns

6.1 Once a sale is deemed final, no returns will be accepted or refunds made and the Buyer hereby accepts and waives any claims he/she may have under English law or otherwise.

6.2 Our Recommended hold period is a minimum of 3 Years or 36 months. If the Buyer wishes to sell within that time, the Buyer will receive 80% of the purchase price.

7. Warranties

The Whisky Market Ltd makes no warranties, expressed or implied, except as specifically stated herein. Such warranties are in lieu of all other warranties, written or oral, statutory, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. The Whisky Market Ltd shall in no event be liable for any incidental, special, or consequential damages of any nature, even if The Whisky Market Ltd has been advised of the possibility of such damages. In no event shall The Whisky Market Ltd total liability to Buyer for all damages, losses and causes of action (whether in contract, tort or otherwise) exceed the amount paid by Buyer, if any, for the value of the goods and services provided hereunder.

8. Termination by The Whisky Market Ltd

The Whisky Market Ltd may terminate this agreement if the Buyer fails to make payment when due or substantially breaches any other obligation of these Terms and Conditions or the Sales Agreement. The Whisky Market Ltd may notify the Buyer in writing of such termination and recover from the Buyer payment for goods sold or work completed. The Buyer is liable for any and all costs incurred by The Whisky Market Ltd in connection with collection of such unpaid funds.

9. Force Majeure

Provision of goods supplied to the Buyer covered by the Sales Agreement is contingent upon the non-occurrence of strikes, accidents, delays of carriers, delays of delivery, delay of personnel or other causes unavoidable or beyond the control of The Whisky Market Ltd. If performance of the Sales Agreement or any obligation under the Sales Agreement is prevented, restricted, or interfered with by causes beyond either party's

reasonable control (“force majeure”), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party Invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, supplier failures, shortages, breach, or delays. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or Special losses, any loss of use, profit, business, revenue or contract or any liability of the Buyer to any third party.

10. Communication

10.1 All notices shall be in writing and sent by registered post, facsimile or email to the address of the buyer stated in any quotation, sales invoice, order or acknowledgement of order.

10.2 Notices shall be deemed to be received if sent by registered post, on the second day following the day of posting and, if sent by email or facsimile, on day of transmission (if sent before 4:00 pm).

11. General

11.1 Each right or remedy of The Whisky Market Ltd under the Contract is without prejudice to any other right or remedy of The Whisky Market Ltd whether under the contract or not.

11.2 No failure or delay The Whisky Market Ltd to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

11.3 The parties do not intend that any term of these Terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party of it.

12. Disclaimer

12.1 This legal notice should be read as an extension of any Terms and Conditions of The Whisky Market Ltd. The Whisky Market Ltd is not authorised or regulated by the FCA (Financial Conduct Authority). Whisky is not an investment of a specified kind within the scope of the Financial Services and Markets Act 2000 nor is it controlled investments subject to Section 21 of the Financial Services and Market Act 2000 and the Financial Promotion Order. Any and all information provided by The Whisky Market Ltd relates to whisky and its value. The Whisky Market Ltd does not deal with “options”, futures or any regulated investments of a specified kind under the Financial Services and Markets Act 2000. No information provided should be deemed to constitute the provision of financial investment or other professional advice subject to regulation under the Financial Services and Market 2000.

12.2 The information and services described in any marketing materials or the website are not intended to be used by or to be available to persons from outside the United Kingdom.

12.3 The value of Whisky and the incomes derived from them may go down as well as up and you may not receive back all the money which you invest.

12.4 The services described or recommended in our marketing materials or on the website may not be suitable for all people. You should seek your own professional advice as to the suitability of any such investment or service before you enter into any transaction.

affiliates.

12.5 Any information relating to past valuation of Whisky is not necessarily a guide to future performance.

12.6 Fluctuations in the rate of exchange will not have an adverse effect on the value of these commodities while traded in the UK.

12.7 The information contained in our marketing materials or the website is not intended to be an offer to buy or sell securities, and this website should not be regarded as an offer of solicitation to conduct investment business of any investment or activity regulated by the FCA.

13. Data Protection

The Whisky Market Ltd will hold any personal information provided to it in confidence and in accordance with the Data Protection Act 1998 and other applicable data protection legislation. The Whisky Market Ltd will use such personal information for the administration and servicing of your purchase and all other related activities; The Whisky Market Ltd may disclose your personal information to its agents and service providers and other members of The Whisky Market Ltd for this purpose.

14. Copyright and Confidentiality

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