

INDEPENDENT OFF TRADE

Terms and Conditions of Sale – REF 2026

IMPORTANT: These Terms of Sale are considered by us to set out the whole agreement between you and us for the sale of the wine. Please ensure that you read and understand these Terms of Sale before you submit an order, because you will be bound by these Terms of Sale once a contract comes into existence between you and us (no previous written or oral agreements will apply to that contract).

1. PLACING YOUR ORDER

1.1 Making & accepting orders: You can place orders for wine by telephone, email or directly with our sales representatives. Your order is deemed to be an offer by you to enter into a legally binding contract with us. We are free to accept or decline your offer at our absolute discretion. These Terms of Sale shall form a binding contract between you and us only when we either issue you with express written or verbal acceptance of your order or we deliver the wine (or make the wine available for collection, where applicable), whichever is the earlier, at which point a contract shall come into existence between you and us (our receipt of payment does not constitute our acceptance). Contracts can be concluded in the English language only.

1.2 Minimum order quantity:

1.2.1 Unless otherwise expressly agreed by us, we will not accept orders for less than £600.00. Where we accept orders for less than this quantity, a delivery surcharge is payable by you, as detailed in clause 3.2.1.

1.2.2 For bespoke products, the minimum quantity to a contract bottling varies from one producer to another, is subject to a written contract and contact your Area Sales Manager for more information.

1.3 Availability of wine: All the wine we offer is subject to availability from our suppliers. We will try to contact you promptly if we are unable to supply the wine that you have ordered and we will give you the option of either varying or cancelling your order.

1.4 Age restriction: It is illegal for us to sell wine to anyone who is or appears to be under the age of 18 years. By placing an order, you confirm that you are at least 18 years of age: we reserve the right to cancel the contract between you and us if we or our couriers are unsure of whether you are at least 18 years old.

2. EN PRIMEUR SALE

All our offers of “En Primeur” wines are available for Under Bond purchase. The original producers’ cases can be provided on full case purchases only and cases cannot be mixed.

Customers’ Invoices are processed once your order is confirmed by us and these are subject to our standard credit terms we have agreed with you. Customers’ unpaid invoices will not be shipped, and the reservation will be void unless a 5% surcharge is agreed to in writing. Duty, Tax & Vat will be applied proforma on DPD orders at time of delivery.

Unless otherwise expressly agreed by us, we will not accept orders for less than £600.00. Where we accept orders for less than this amount, a delivery surcharge is payable by you, as detailed in clause 3.2.

Alliance Wine Company Ltd will endeavour to ensure all confirmed En Primeur orders are met, however, if in the unlikely event due to ‘force majeure’ or any other unforeseen circumstances outside of Alliance Wine Company Ltd. control, whereby we are unable to fulfil your order due to producer failure, shortfall in logistics or for any other reason, we will offer you similar wine(s) or, will refund you in full at the original Invoice price without any liability to you.

All other Alliance Wine terms and conditions in this document apply. E&OE

3 PRICES AND PAYMENT

3.1 Our prices: The price payable by you for our wine will be, unless otherwise agreed in writing, the price set out in our price list published at the time the wine is ordered. We may alter our prices at any time prior to delivery to account for factors such as VAT, excise duty, market and currency fluctuations and in such cases, we

shall endeavour to contact you promptly and give you the option of either paying the revised price or cancelling your order. Our prices are quoted exclusive of Value Added Tax and VAT will be charged where applicable at the prevailing rate (unless exempt from VAT or in the case of a sale transaction under bond where zero vat rate applies).

3.2 Other charges: Duty and the cost of delivery to either mainland Great Britain or mainland Northern Ireland are included in the prices we quote unless otherwise stated.

3.2.1 If we accept an order from you for less than £600.00 ex Vat to be delivered to an address in mainland Great Britain or mainland Northern Ireland, an additional delivery surcharge for mainland Great Britain of £6.00 per 9 litre case equivalent ex VAT will apply or for mainland Northern Ireland, contact our customer service department.

3.2.2 For timed delivery, a surcharge of £25.00 will apply per order and for AM/PM delivery, a surcharge of £10.00 will apply per order. If you require delivery be made to a destination which is not in mainland Great Britain or mainland Northern Ireland, please contact our customer service department.

3.2.3 Our standard delivery terms only include delivery to the main delivery address as stated by you. If we are required to deliver to an alternative address, an additional £15.00 surcharge per order will be applied.

3.3 Currency: You must make payment to us in the same currency as the price quoted by us at the time you place your order. We reserve the right to make any refunds in the currency you used to make payment to us.

3.4 Making payment: Unless otherwise agreed by us in writing, payment for all wine must be made in advance in cleared funds (without any deduction by way of set-off or counterclaim). We accept payment by all major credit cards except American Express. We also accept payment by cheque payable to "Alliance Wine Company Limited", by Direct Debit or by bank transfer (our bank details are available on request).

3.5 Late payment: Where we agree that payment may be made in arrears but you fail to make the payment due to us in full by the due date for payment, we reserve the right to charge interest to you on the overdue amount at the rate of 8% per year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount. Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any outstanding order until you have paid all outstanding amounts.

We reserve the right to withdraw any credit facility provided and all monies will become due and payable with immediate effect.

3.6 Transfer of ownership: Ownership of the Goods shall not be passed to the customer until the "Company" has received in full (in cash or cleared funds) all sums due to it in respect of;

3.6.1: The Goods and;

3.6.2: All sums which are or which become due to the "Company" from the customer on any account

3.6.3: Until ownership of the Goods has passed to the customer, the customer must:

a) hold the Goods in a fiduciary basis as the "Company's Bailee";

b) store the Goods (at no cost to us) separately from all other Goods of the customer or any third party in such way that they remain readily identifiable as the property of the "Company"

You may however resell the wine in the ordinary course of your business after we have delivered it to you (but you must not deal with the wine in any other way, nor may you permit any lien, charge or encumbrance to be created over the wine, until, in any such case, payment has been made to us subject to the above clauses). If you fail to make payment to us in full within 30 days of the due date for payment or if the contract between you and us is cancelled or otherwise terminated for any reason prior to payment being made to us, you agree that, without limiting any other remedies or rights that we may have, we (and our agents) shall be entitled to enter any premises where you store wine to ascertain whether any of the wine we own is stored there and to inspect, count and recover that wine.

3.7 Return of Goods: Return of goods is solely at company discretion and must be agreed prior to return. Any transportation cost for returned goods will be your responsibility unless otherwise agreed.

4 DELIVERY

4.1 Date for delivery: We will try to deliver the wine you have ordered promptly (or otherwise as agreed by our customer service department at the time you place your order): however, any delivery dates we provide are estimates only. If we cannot supply the wine you have ordered (where applicable, by making it available in accordance with any Incoterms we have used, as explained in clause 3.5) within 30 days of receiving your order (or by any alternative date we have agreed with you), we will contact you as soon as possible to give you the option of either accepting a later delivery date or cancelling your order. If we are not reasonably able to ascertain your preference, your order will be treated as cancelled.

4.2 Delivery location & risk: Unless otherwise stated by us, deliveries will only be made to addresses in mainland Great Britain or mainland Northern Ireland and all risks to the wine will be your responsibility from the time of delivery. This does not apply where we incorporate Incoterms, as explained below in clause 4.3 or,

4.3 Our use of Incoterms: Where stated in our price list (or in contract terms agreed by us), our wine will be supplied:

- Deliver duty paid (also referred to by us as DDP), or
- Deliver under bond (also referred to by us as DAP), or
- Ex-Works (also referred to by us as Ex Cellar), or
- Free Carrier (also referred by us as FCA), or
- Free on board (also referred to by us as FOB)

These expressions shall have the meaning given to them in the International Chamber of Commerce's 'International Commercial Terms' / 'Incoterms' and, where these expressions are used by us, the applicable responsibilities set out in the most recent version of Incoterms in effect when ordering shall apply in addition to the provisions in these Terms of Sale (and in the event of any conflict, the provisions of Incoterms shall prevail). More information regarding Incoterms is available at <http://www.iccwbo.org/incoterms>.

4.4 Generally, delivery shall occur when the Goods have been collected by the Customer or have been delivered by the Company to the agreed address, or

4.5 Where the Company supplies on the FCA or Ex Works basis, responsibility for the transport & insurance of the Goods in transit is that of the Customer following delivery at the Company's loading bay and the risk of loss, damage to Goods or (where supplied under bond) liability for the Excise Duty, Tax, CCT and Import Environment Packaging Levies such as PRN and EPR if any, shall then pass the Customer, or

4.6 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.

4.7 Subject to the other provisions of these Conditions, the Company shall not be liable for any direct, indirect or consequential loss (all of which terms include without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill or similar loss) costs damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods, nor shall any delay entitle the Customer to terminate or rescind the contract unless such delay exceeds 120 days from the time the Goods were meant to have been delivered.

4.7.1 If 10 working days after the day the Company notified the Customer that the Goods were ready for delivery, the Customer has not taken or accepted delivery of them and unless any variation of the contract been accepted in writing by the Company, the Company may resell or otherwise dispose of all part of the Goods and in such case, risk in the Goods shall be passed back to the Company and all costs arising from such cancellation shall be passed to the Customer.

4.7.2 Subject to clause 1.2.1 and 4.6, the Customer endeavours to take delivery within the term of the contract and if delivered in instalments, each separate instalments shall be invoiced and paid for in accordance with the

provisions of the contract. Each instalment shall be a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle the customer to repudiate or cancel any other contract or instalment.

4.8 Failure to accept delivery: We may use an independent courier of our choice or other depending on your type of order or transactions. If you fail to accept delivery of the wine you have ordered within 3 days of our first attempt to deliver the wine to the specified address, we may charge you for any consequential storage costs reasonably incurred by us (unless your failure is caused by events beyond your reasonable control) and we shall not be liable for late delivery.

5 OUR QUALITY GUARANTEE

5.1 Customer service: We work hard to ensure that our customers are satisfied with our service. If you have any questions or problems, please contact us at: Alliance Wine, 7 Beechfield Road, Willowyard Estate, Beith, Ayrshire, KA15 1LN Tel: 01505 506060 Fax: 01505 506066 E-mail: orders@alliancewine.com

5.2 Quality guarantee: The following warranty is in addition to the legal rights granted to consumers by law. Advice about the legal rights of consumers is available from your local Citizens' Advice Bureau or trading standards office. All other warranties are excluded to the fullest extent permitted by law. We warrant that, on delivery, the wine we supply will:

- be of satisfactory and merchantable quality;
- comply with all applicable UK laws and regulations; and
- conform in all material respects with the description of that wine contained in our written quote and the sample of that wine supplied to you, each as applicable (our suppliers may however change the style of labels and packaging at any time so we cannot guarantee that bottles, labelling or packaging supplied to you will match the descriptions or images contained in our promotional or other material, other than in relation to the labels of any 'personalised House style wine' that we have agreed to supply to you).

5.3 Returning defective products: In the unlikely event that our wine does not conform to the quality standards above, is otherwise defective or is not what you ordered, please let us know promptly after delivery. If you notice a mistake made by us after you have received the wine, we would appreciate it if you would please notify us within 48 hours. You must make any rejected wine available for collection by our courier if we request and take reasonable care of it pending collection. We will promptly refund any payment made by you for defective or incorrect wine that we have supplied. If, however, you reject wine which is not defective or incorrect (and you are not otherwise entitled to cancel your order), we reserve the right to charge you the direct cost to us of collecting, testing, storing and redelivering the rejected wine.

5.4 Errors made by us: We try to ensure that our descriptions and prices are accurate. If, prior to delivery to you, we discover an error in relation to the wine you have ordered, we will contact you as soon as possible to give you the option of either confirming your order subject to correction of the error or cancelling your order (and receiving a full refund of any prepayments you have made). If we are not reasonably able to ascertain your preference, your order will be treated as cancelled.

5.5 Correcting your mistakes: If you want to correct any mistakes you made in your order, you must inform us by telephone or by email prior to both your order being accepted and the wine being delivered. If you inform us of your mistake after your order is accepted or after the wine is delivered, we may, at our sole discretion, agree to amend your order (but we reserve the right to charge you for recovering the wine from you and for delivery of its replacement to you, where applicable).

6 LIABILITY DISCLAIMER

6.1 Extent of this disclaimer: Nothing in these Terms of Sale shall in any way limit our liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; or for any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

6.2 Liability restriction: If you or we do not comply with these Terms of Sale, neither you nor we shall be responsible for any loss of income or revenue, loss of business, loss of anticipated savings, any waste of time

nor other losses that the other suffers as a result which are not a foreseeable consequence of the failure to comply with these Terms of Sale.

6.3 Liability to business customers: Unless you are a consumer, our total liability to you, in respect of any claim by you arising out of or in connection with the provision of (or the failure to provide) wine shall be limited to the sum paid by you to us for the wine which is the subject of the claim. Unless you are a consumer, all wine must be examined by you upon receipt and we shall not be liable for any shortages or breakages which are not reported to us within 24 hours of us delivering the wine (or making the wine available for collection, where applicable).

6.4 Events outside our control: We shall not be liable for any delay or failure to supply wine which is wholly or partly caused directly or indirectly by any circumstances beyond our reasonable control, including, without limitation: adverse weather or natural disaster; terrorism, war or civil commotion; any labour dispute; compliance with any law or governmental order, rule, regulation or direction; or non-performance by any of our suppliers.

7. ANTI-CORRUPTION, ANTI-BRIBERY & MODERN SLAVERY

7.1. In relation to any transaction involving the Goods that are the subject of this document, the Customer shall not seek to obtain or retain business or gain any other advantage by making or offering to make any payment of money or by providing or offering to provide anything of value, directly or indirectly, to (i) any government official or (ii) any nongovernment person, in either case with the intent that such official or person will perform their responsibilities improperly. Customer warrants that it will comply with the anticorruption laws and anti-bribery laws of any country having jurisdiction over Customer or the transaction involving the Goods that are subject of this document and will in all cases comply with the Bribery Act 2010.

7.2 The Customer shall take all reasonable steps to ensure that it and its subcontractors will comply with all applicable laws relating to modern slavery, including the Modern Slavery Act 2015 and shall, at Alliance Wine's request, demonstrate that it has in place appropriate policies to ensure its legal compliance of its subcontractors in these areas.

8. GENERAL LEGAL MATTERS

8.1 What we mean: In these Terms of Sale

8.1.1 references to "we", "us" and the "Company" mean Alliance Wine Company Limited, a company incorporated in Scotland with company number SC090255 and VAT number 406 6418 61 and having its registered office at 7 Beechfield Road, Willowyard Estate, Beith, Ayrshire, KA15 1LN;

8.1.2 references to "wine" means the product or the Goods you have ordered from us: our products include, without limitation, wine, port, cognac, brandy, fruit liqueur, cider and other such drinks;

8.1.3 references to the plural include the singular and vice versa;

8.1.4 the headings shall not affect the interpretation of these Terms of Sale; and

8.1.5 references to "writing" or similar expressions shall include communications by email.

8.2 Changes to these terms: We may revise these Terms of Sale from time to time. The revised version will apply to orders placed after the revised version is published and, where required to enable us to comply with the law, to any orders you have already made which we have not yet fulfilled.

8.3 Unenforceable provisions: If any of the provisions in these Terms of Sale are held by any competent authority to be unlawful or unenforceable in whole or in part, the remainder of the provision in question and the remaining provisions of these Terms of Sale shall continue in full force and effect to the fullest extent possible.

8.4 Insolvent customers: We may at any time, by giving you notice in writing, immediately terminate any contract made with you if the applicable order was made on behalf of a company and:

8.4.1 that company passes a resolution that it be wound up or dissolved or it makes an arrangement with its creditors (other than, in each case, for the sole purpose of a scheme for a solvent amalgamation of that company with one or more other companies or the solvent reconstruction of that company);

8.4.2 the Court makes an administration order or winding up order in relation to that company; an administration, administrative receiver, receiver or manager is appointed by a creditor or by the Court in relation to that company; or possession is taken of any of the property of that company under the terms of a floating charge; or

8.4.3 any event analogous to the events described in clauses 6.4.1 or 6.4.2 above occurs in any jurisdiction in which the relevant party is incorporated or resident or does business.

8.5 Law and dispute forum: These Terms of Sale shall be governed by Scots law and you and we both agree to submit to the non-exclusive jurisdiction of the Scottish courts.

CREDIT ACCOUNTS AND USE OF PERSONAL DATA

The following information is applicable if you apply for a credit account with us:

Information we use: If you apply for a credit account with us, we will search the records we hold and your records at credit reference agencies or third parties: they will give us shared credit information, fraud prevention information, and public information (such as details of English County Court Judgments, bankruptcies and information from the electoral register). If an application for a credit account is being made by or on behalf of a company, partnership, or other such entity, we may use credit reference agencies to check the details of the individuals who own and/or control that business. You must ensure that they are all aware that their details may be used in this way. Please contact us if you want details of those credit reference agencies from which we obtain, and to which we pass, information about you. You have a legal right to these details. We may use credit scoring or other automated decision-making systems to assess your application.

Sharing information about you: We may share your information with credit reference agencies or third parties. This information remains on the agencies' files for 6 years after our credit arrangement with you is terminated. Whether or not your application proceeds, the agencies will add to your record details of our searches and your application. This record (but not our name) will be seen by other organisations when you apply for credit in the future. A large number of applications within a short period of time could affect your ability to obtain credit. We will also add to your record with the agencies details of your business' agreement with us, the payments your business makes under it, and any default or failure to keep to its terms.

Use of your credit reference information: The information held by the credit reference agencies or third parties we use will be disclosed to us and other organisations (in the UK and in other countries) to, for example prevent fraud and money laundering; trace your whereabouts; recover debts that you owe; manage credit accounts and other facilities; or to make decisions on credit, insurance and other facilities, about you, your financial associate(s), members of your household or your business.

Linked information: The information credit reference agencies or third parties give us about you may already be linked to information about someone else you have had a joint account or similar financial association with, including members of the same household. By submitting an application you confirm that their finances will not affect our decision. We may check this and may turn down the application if we find it is inaccurate. An 'association' between joint applicants (between you and your business partner, for example) will be created at credit reference agencies. This will link your financial records, each of which will be taken into account in all future applications by either or both of you. This will continue until one of you successfully applies to the agencies to have the association removed.