

# Account Application

All information below must be filled out in full for an application to be processed



Company Information			
Company Name:		Trading Name:	
Company No.:		VAT No.:	
Registered Address:			
City:	Post Code:		Country:
Director Name (1):		Date of Birth:	
Director Name (2):		Date of Birth:	
Years/Months trading:	Have you ever gone bankrupt/liquidation?:		
Order Information			
Principal Buyer:			
Address:			
City:	Post Code:		Country:
Phone:		Fax:	
Email:		Mobile:	
Estimated Weekly Spend:			
Invoice Information			
Name:		Position:	
Address:			
Email:		Fax:	
Phone:		Mobile:	
Preferred method of invoice (fax, email, post):			
Delivery Information			
Delivery Address:			
Preferred delivery time:			
Special Delivery Instructions:			
Contact for Delivery:			
Phone:		Mobile:	
Trade References			
Company Name (1):		Contact Name:	
Address & Tel			
Company Name (2):		Contact Name:	
Address & Tel			
Agreement			
The undersigned confirms that the information provided is true and accurate and agrees to abide by Vanquish Wine's terms and conditions of trade.			
Company Name:			
Director:			
Signature:		Date:	
FOR VANQUISH USE ONLY			
Account Number:			
Account REP:		REP Signature:	
Monthly Credit Limit:		Credit Terms:	
Credit Check received:		Approved By:	
Approval Signature:		Date:	

Vanquish Wine Ltd.

16 Kingly Street, London W1B 5PT - T: +44 (0)20 7478 8950 - F: +44 (0)20 7478 8940 - E: orders@vqwine.com - W: vanquishwine.com

## TERMS & CONDITIONS OF SALE

### 1. Definitions

<b>Buyer:</b>	the person, firm or company who purchases the Goods from the Company.
<b>Company:</b>	Vanquish Wine Limited.
<b>Contract:</b>	any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.
<b>Goods:</b>	any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

### 2. Vanquish

Vanquish Wine is a registered trade mark of **Vanquish Wine Limited**, a company registered in England. The head office is located at: 16 Kingly Street, London W1B 5PT.

### 3. Application of Terms

The Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

### 4. Prices

All champagne prices are quoted duty paid, exclusive of VAT and delivery. All wine prices are quoted duty paid, exclusive of VAT and delivery. All vodka and spirits are quoted duty paid, exclusive of VAT and delivery. All prices are quoted in UK Pounds unless otherwise specified.

Certain products are available in Bond (please enquire). Excise Duty where applicable, will be charged at the rates prevailing at the date of issue of the invoice. The relevant duty prices as of January 2009 are below:

#### Duty Prices:

Wine:	£18.88 per 9 Litres (12 75cl Bottles)
Champagne and Port:	£12.09 per 4.5 Litres (6 75cl Bottles)
Vodka and Spirits:	£ 6.22 per 70 cl (1 Bottle)

VAT:  
15%

### 5. Trade Sales

All products are sold ex-London cellars. Export customers can be put in contact with a suitable freight forwarder or alternatively the Company can arrange shipping for the Buyer.

### 6. Delivery

Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's head office or its bonded warehouse.

The Company offers next day delivery Mon-Fri within Central London. Orders must be placed before 12.30pm on the previous week day.

Delivery charge is a £15 flat fee to any destination in Central London, unless otherwise agreed in writing. POA for rest of UK and International.

Any indication as to when bottles will be available for delivery or collection is an estimate only and is not intended to be binding. The Company shall not be liable for any loss or damage suffered by the Buyer arising directly or indirectly from any delay in delivery. The Company will notify the Buyer once bottles are available and the Buyer must give at least 48 hours' notice before collection. National or international transport may be arranged by the Company as your agent at the rates of charge indicated by the Company in its order confirmation to the Buyer. The Company shall be entitled to claim a storage and administration charge (at the rate of charge indicated) for Goods which have not been collected/delivered within three months of being available.

Every product offered by the Company is generally available either at its bonded warehouse or at its head office. The Company will establish availability of the Goods ordered by the Buyer before acknowledging its order. Where this is not possible for any reason and where the product turns out to be temporarily unavailable, the Company may offer a replacement product of equal or increased value to the Buyer. The Buyer has the right to accept or refuse this replacement product. If the Buyer chooses to refuse it, it will be able, at its option, to either order another product from the Company's web site or claim a refund of monies if already paid.

### 7. Orders

By placing an order with the Company the Buyer warrants that: it is legally capable of entering into binding contracts; and (where an individual) he or she is at least 18 years old (or of legal age to purchase alcohol in the country of delivery). All orders are subject to acceptance by the Company and confirmation by invoice. The Company expressly reserves the right to refuse any order at its discretion.

### 8. Payment

Time for payment shall be of the essence in the Contract.

Invoices are issued prior to delivery. Payment for the price of the Goods will be due on invoice. Exports accounts are payable on receipt of invoice and prior to export of goods. Where the Buyer holds an account facility with the Company, payment will be due in accordance with the specified terms of the account.

In the event of non payment of account within the specified terms, we reserve the right to charge a cancellation fee of up to 20% of the outstanding amount. Vanquish Wine reserves the right to utilise any monies held on account or otherwise received from or on behalf of the customer to discharge any such cancellation fees.

If the Buyer fails to pay any sum due pursuant to the Contract, the Buyer shall be liable to pay interest on such sum from the due date for payment at the annual rate of 7% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

Payment can be made by wire transfer, or by cheque drawn upon a UK clearing bank made out to **Vanquish Wine Ltd**.

### 9. Risk and Title

Risk in the Goods will pass to the Buyer upon delivery. Notwithstanding this, the Company retains ownership of the Goods, the property in which shall not pass to the Buyer and the Buyer shall keep any Goods delivered to it as bailee for and on behalf of the Company until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to the Company from the Buyer on any account, and until such time the Buyer:

- shall keep and retain the Goods free from any charge, lien or other encumbrance, shall insure them against any loss or damage and shall keep them properly stored and protected;
- shall store the Goods separately or in some other way ensure that they are readily identifiable as the property of the Company and irrevocably authorise our representatives to enter upon the premises where the Goods are or are thought by the Buyer to be stored for the purpose of repossessing them and subsequently reselling them.

Notwithstanding the above, provided that none of the circumstances set out in paragraph 10 exist, the Buyer shall be entitled before the Company has received full payment of the price of the Goods to offer for sale and sell the Goods in the ordinary course of its business.

**10. Insolvency of the Buyer**

This provision applies if:

- the Buyer makes any voluntary arrangement with its creditors or become subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than bona fide for the purposes of amalgamation or reconstruction); or
- an encumbrancer takes possession, or a receiver is appointed, of any of the Buyer's property or assets; or
- the Buyer ceases, or threatens to cease, to carry on business; or
- any event analogous to any of the foregoing occurs in any jurisdiction in relation to the Buyer; or
- the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

If this provision applies then, without prejudice to any other right or remedy available to the Company, it shall be entitled to cancel any contract made pursuant to these Conditions or suspend any further deliveries of the Goods without any liability on its part, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

**11. Non-Collection**

Any wines not collected within one month of release date will be stored at a cost of £1 per case per calendar month. If the wine remains uncollected for more than twelve months without prior arrangement then the wine will be sold.

**12. Quality Control**

The Company inspects all wine bottles that it receives and deems suitable for sale. Bottles, labels and levels are examined and noted. In the case of most older wines, the colour should be deemed acceptable. In the event that wines are corked or out of condition for consumption, it will be at the discretion of the Company that replacements be made available, without obligation.

The Company undertakes the proper safekeeping and storage of wines/spirits in its possession and will act in good faith when purchasing wine for resale.

**13. Force Majeure**

The Company will not be liable for failure to meet agreed obligations due to prevailing circumstances beyond its reasonable control.

**14. Assignment**

The Company may assign the Contract or any part of it to any person, firm or company.

The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

**15. Jurisdiction**

All Contracts are subject to English law and jurisdiction. All wines are offered subject to market movement and remaining unsold.

**16. Purchasing**

The Buyer or his representative undertakes to inspect all Goods when collecting or immediately on delivery and to notify the Company or the carrier forthwith of any shortage or damage or other deficiency and the delivery documentation signed to acknowledge receipt. The Company accepts no liability whatsoever for any loss through short delivery or damage to goods in transit, unless the Buyer endorses the delivery documentation with details of shortage or damage immediately upon receipt..

The Company warrants that any product purchased from it is of satisfactory quality. If the Buyer has any reservations or comments about the appearance of or quality of the Goods, the Buyer should state these on our carrier's delivery statement. Alternatively, the Buyer must notify the Company of any complaints it may have within 3 days of collection/delivery. Unless the Company receives such a complaint from the Buyer in writing within the period stated, the Buyer will be deemed to have accepted delivery of the Goods in accordance with its order. The goods are ready for consumption and have been stored by the Company in conditions recommended by the producer. The Company will only accept liability, for any defect if the goods have been stored after delivery in similar conditions. The Company reserves the right to

inspect the Buyers storage conditions in the event of any claim for alleged defects.

If the Company supplies any wine which upon receipt the Buyer is not satisfied with in appearance, then the Company will accept the wine back for full refund, provided it is returned to the Company in the same condition as when shipped by the Company. Any claims in this respect must be made within 7 days of collection/delivery of the wine.

In the event of any claim being made, the Buyer must retain the goods and any packaging material for inspection. Any alleged defect must be notified in writing to the Company immediately upon its discovery. Failing such notification or the availability for inspection of the goods and/or packaging, the Buyer will not be able to reject the goods whether because of any alleged defect or otherwise.

**17. Old Wine**

With regard to wines older than 20 years, the Company does not accept any liability for the condition of the wine in the bottle. With older wines it is quite normal to find that individual bottles can mature, improve, and decline in taste at different times. Whilst the Company takes every effort to ensure that the wines it purchases have been well kept and are of good provenance and appearance, it does not provide any warranty as to their taste. However, at the Company's complete discretion, it will consider replacing the remainder of any case sold which is not drinkable.

**18. Liability**

The Company's liability in connection with any Goods purchased is limited to the purchase price of such Goods. This does not exclude or limit in any way the liability of the Company to the extent that it may not be excluded or limited as a matter of law. The Company does not accept any liability for changes to or defects in the Goods which are due to the Goods' manufacturers. The Company further accepts no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business, however caused, even if foreseeable. The Company accepts no liability for any minor errors or omissions that can remain despite the precautions taken by it in the presentation of the Goods.

**19. Notices**

All notices related to these terms and conditions shall be sent to the Company in writing by recorded delivery to the trading address at 16 Kingly Street, London W1B 5PT.

These terms and conditions have been acknowledged and accepted by (Buyer):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature