

Richard Kihl Ltd

Terms & Conditions

1. PRICES

All prices are quoted in £ Sterling excluding VAT at 20%, unless otherwise stated. If marked 'in bond' (IB) exclusive of duty. Exclusive of delivery charges. Per case or per unit as indicated. Subject to our confirmation upon acceptance of order.

2. PAYMENT

Payment is due on invoice and may be made by bank transfer, U.K. cheque or, by agreement, most major credit and debit cards. We may extend credit to approved trade accounts by prior arrangement. Overdue sums carry interest from the date when payment becomes due at 2.5% above the base rate of Barclays Bank plc. Until all sums due to us have been paid, we shall be entitled to retain possession of any goods to which you would otherwise be entitled. If any payment is overdue we shall be entitled to suspend deliveries/collections.

3. TITLE

All wines remain the property of Richard Kihl Ltd until payment for the goods is received in full.

4. DELIVERY

Any indication as to when wines will be available for delivery or collection is an estimate only and is not intended to be binding. We will notify you once wines are available and you must give at least 48 hours notice before collection. We shall be entitled to claim a storage and administration charge (at our current rate of charge) for goods that have not been collected/delivered within three months of being available.

5. ACCEPTANCE

It is the responsibility of the recipient to inspect all goods when collecting or immediately on delivery and to notify us or the carrier immediately of any shortage or damage or other deficiency. You will be deemed to have accepted the goods as satisfying your order three days after collection/delivery, and thereafter will not be entitled to reject wines for any reason.

6. CANCELLATION

Orders for goods to be delivered may be cancelled in writing, within 14 calendar days of receipt of goods. A full refund, minus the cost of collection, will be given within 14 days of receipt of these goods, providing all are received in perfect, saleable condition.

7. DEFAULT

If any payment is overdue for four weeks or the goods have not been collected within three months of being available, or there is an earlier indication from you that payment will not be made or the goods will not be collected, we shall be entitled to send written notice to the invoice address of our intention to deal with, sell or otherwise dispose of the goods and 10 days thereafter we shall be at liberty to do so. Any method of resale is entirely at our discretion. Upon resale, you will receive a credit of the net proceeds of the resale less 20%. Such credit shall be limited to the amount of your indebtedness to us. Any balance after the credit shall remain payable by you and shall continue to carry interest. We also reserve the right to sell any wines which we are holding on your behalf to discharge outstanding invoices. The existence of this right does not affect any other remedies we would have.

8. FORCE MAJEURE

We shall not be liable for any failure to meet our obligations occasioned by circumstances beyond our reasonable control.

9. DESCRIPTION/QUALITY

It is understood that wines may suffer from cork taint (TCA), premature oxidation, fatigue and/or other 'faults'. While every effort is made to identify such faults by us and to check the provenance in the case of mature wines, we will not be responsible for the condition of the contents, or for the qualities which might be expected from a wine's description. We cannot be held under any obligation to replace affected bottles or offer compensation where faults are found to exist after delivery.

10. LAW

All our contracts are made under English Law and are subject to the exclusive jurisdiction of the English Courts.

April 2021