

Standard Terms & Conditions for Sale of Goods

I. DEFINITIONS

In this document the following words shall have the following meanings:

1. "Buyer" means the organisation or person who buys Goods
2. "Goods" means the articles and products to be supplied to the Buyer by the Seller;
3. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
4. "Seller" means Seegir Ltd (also known as WineEmotion UK and WineWalls) The Lynchets, Bagnor, Newbury, Berkshire RG20 8AQ, England UK

II. GENERAL

1. These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

III. PRICE AND PAYMENT

1. The price shall be the agreed price provided in writing by email or by separate quotation and or written proposal by the Seller to the Buyer. The price is exclusive of VAT or any other applicable costs not stated in writing in the email or quotation and or written proposal.
2. The price is valid for 30 days only, from the order acceptance date (which will typically be the deposit invoice date raised by the Seller) and subject to agreed final specification. If delays caused by ANY reason results in the Seller not being able to place orders with manufacturers, suppliers or other specialists outside of the 30 days period from when the Buyer placed the order, then the Seller reserves the right to increase the agreed price by prior notification to the Buyer.
3. In some circumstances, an order may be placed subject to agreed final specification due to reasons from the Seller such as waiting on final agreement to the design of the location within which the Goods are to be installed. In such circumstances, the Seller reserves the right to change pricing accordingly should the final agreed specification mean a change to the pricing level.
4. Where delays are caused by the Seller in providing information for the agreed final specification, the Buyer can change the pricing level should the manufacturer(s) and/or specialist supplier(s) prices change.

5. A deposit payment will usually be required upon the Seller placing the order instruction. Upon cleared funds and written agreed equipment specification, the Seller will confirm orders with the manufacturer(s) and/or specialist supplier(s). If final specifications have not been confirmed by the Buyer, the Seller will confirm orders with the manufacturer(s) and/or specialist supplier(s) subject to final specification confirmation.
6. Further credit terms may be offered beyond the deposit payment by the Seller, subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller.
7. Where credit is offered payment of the price and VAT and any other applicable costs shall be due within the credit terms stated on the invoice supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered payment will be required before release of goods by the Seller.
8. The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2 per cent per annum above the base rate of the Royal Bank of Scotland and or National Westminster Bank
9. If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
 1. require payment in advance of delivery in relation to any Goods not previously delivered;
 2. refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;
10. If a deposit has been paid by the Buyer and the Buyer subsequently cancels the order for any reason, then the deposit is non-refundable. The Seller may consider refunding the deposit in certain circumstances but only once all associated costs are deducted from the deposit amount. These costs will apply but are not limited to all time & administrative expenses from initial enquiry, quotation, order processing and project management to date, site visit expenses including time and travel costs, supplier manufacturer and/or specialist associates costs to date and/or their cancellation and/or restocking fees, banking fees, sundry expenses and any other cost that has been incurred by the Seller.
11. A deposit is fully refundable should the Seller cancel the order unless an alternative deposit value has been agreed with the Buyer.

IV. DESCRIPTION

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

V. WARRANTY

1. Every product is supplied with 12 months' parts and labour warranty. For

some products, extended parts warranty may be available and this may only relate to certain parts of the product and not all parts. The Buyer is referred to the General Terms of the quotation/proposal forwarded by the Seller to the Buyer prior to the Order being placed which would detail any specific warranty terms that are extended beyond the 12 months' standard warranty provision. The Buyer must not refer to the manufacturer's general published warranty terms as these may not apply to the Order. Only parts warranty can be extended beyond the initial 12 months and may be subject to a service agreement being taken out by The Buyer during the initial 12 months' warranty period.

VI. DELIVERY AND INSTALLATION

- 1. Unless otherwise agreed in writing, delivery and installation of the Goods shall take place at the address specified by the Buyer on, or as close as possible to, the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The date of delivery will depend on the Buyer's confirmation of equipment and materials specification and agreed delivery (and installation) date with the Seller. The Buyer must clearly state when delivery of Goods is required.**
- 2. If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage. Charges may be applicable for storage of Goods where delays for delivery are not due to the Seller but because of delays caused by the Buyer.**
- 3. Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller within 7 days of signed receipt to enable replacement or refund.**
- 4. Delivery will be to a ground floor easy access site (i.e. no lifting form delivery vehicle location to final location of equipment supplied by the Seller). If there are ANY circumstances which are different to this, then the Buyer must notify the Seller prior to order. The Seller may carry out a site survey (which may be chargeable to the Buyer) to assess the delivery access and installation feasibility. Should extra charges be incurred due to the Buyer's site conditions not being ground floor easy access site, then the Seller will inform the Buyer within the quotation/proposal prior to order. Should the Buyer not inform the Seller of non-ground floor non-easy access site conditions prior to delivery, then the Buyer will be charged an abortive delivery charge and/or return delivery charges and/or extra charges for personnel and specialist lifting equipment.**
- 5. Deliveries are not timed and will take place between normal trading hours 0730 to 1800hrs Mon to Fri excluding bank holidays. If the Buyer requires a timed delivery, extra charges will be incurred and the Seller will inform the Buyer of these prior to the timed delivery taking place.**
- 6. If the Goods are to be installed, then the Buyer must inform the Seller in writing of the anticipated installation date. This can only take place once the Goods**

specification has been agreed with the Seller, which may be subject to change after the order has been placed. Any changes to the original order may also be subject to pricing changes (see section III PRICE AND PAYMENT)

7. The Buyer will not be held responsible for any costs incurred by the Seller due to delays in delivery and installation of the Goods. Orders should be placed in good time by the Seller to meet the anticipated lead times that will be notified by the Buyer before the Order is placed by the Buyer. If an order is placed without an agreed final specification from the Buyer, then Lead times will take effect only from the date of the final agreed specification with the Buyer..

VII. RISK

Risk in the Goods shall pass to the Buyer upon receipt of the goods. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

VIII. TITLE

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

IX. RETURN OF UNUSED GOODS

1. The Seller is under no obligation to accept returns of unwanted or unsuitable goods and will only do so in their absolute discretion. In any event returned goods will be subject to a restocking charge to be determined by the seller and not be accepted unless they are unused and undamaged and in the original packaging. The goods must be returned complete with all parts, components, accessories and manuals. You will be charged the cost of replacing any missing items or repairing any damage prior to any refund being issued.
2. Original freight and UK delivery/logistic charges will be added to the restocking charge. A collection charge will be made which will not be less than the cost of delivery of the goods. You will also be charged a restocking fee of a minimum of 25% of the invoiced amount of the returned goods plus VAT.
3. Specially ordered or bespoke goods will not be refunded, the cost of such items will be charged in full and are determined at the Seller's discretion. This is because any customer branding or colours will mean these goods will not be able to be sold to another Buyer. Such items to be considered will typically be customer designed, coloured and/or branded wine cards; coloured and/or branded wine dispensers with special finish.
4. Refunds will only be paid after the Seller has inspected the returned goods and after deduction of the costs outlined above, including but not limited to freight, UK delivery & logistics, UK collection and restocking charges and the cost of repairing any damage or replacing missing items.

X. LIMITATION OF LIABILITY

1. The Seller shall not be liable for any all loss or damage suffered by the Buyer in excess of the contract price.
2. Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

XI. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

XII. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

XIII. RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

XIV. ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

XV. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

XVI. SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

XVII. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

XVIII. MARKETING ACTIVITIES BY THE SELLER

The Seller retains the right to use photographs, descriptions, case studies, testimonials & referrals, social media references, website links and all other marketing activities of the product purchased by the Buyer and of the Buyer's general business activities, in location at the Buyer's site and or premises. Any material used will be solely used with the intention to promote the Seller's business by way of example and case study, and to raise the profile of the Buyer's business

through joint marketing activities. Where such material is deemed to be sensitive in nature, the Buyer must inform the Seller in writing prior to delivery that such marketing activities is not permitted or the terms by which the Seller can use such material.