

## Terms & conditions

1. General
  - i The 'Seller' means Ellis of Richmond Limited.
  - ii The 'Buyer' means the person, firm or company who places an order for the goods.
  - iii The 'Goods' means the Goods forming the subject matter of any order.
  - iv The 'Contract' means the contract of sale and purchase of certain Goods made between the Seller and the Buyer to which these Conditions shall apply and which shall include any order issued there under.
  - v No variation of these conditions shall be binding on the Seller unless in writing and signed on behalf of the Seller.
  - vi These conditions shall prevail over any inconsistent terms or conditions referred to in an order or correspondence from the Buyer and any conditions or stipulations to the contrary are hereby excluded or extinguished.
  
2. Payment
  - i Unless credit facilities have been expressly agreed in writing payment must be made nett cash against pro-forma invoice.
  - ii Where credit facilities have been granted to a Buyer, the Buyer must settle the account within 30 days of the date of the Seller's invoice. If any account remain unpaid after it due date for payment, then payment for all Goods delivered at any time by the Seller (including Goods delivered after those to which the unpaid accounts relate) shall forthwith become due.
  - iii Payment shall fall due as aforesaid in paragraph (i) and (ii) of this clause despite the fact that, in accordance with clause 5 below, the title may not have passed to the Buyer and the Seller shall accordingly be entitled to sue for the price once the same is due notwithstanding the fact that the title in the Goods has not passed.
  - iv Where the Seller recovers possession of Goods, title in which has not yet passed to the Buyer, such recovery of possession shall be without prejudice to the right of the Seller to sue for the purchase price under this clause.
  - v None of the Goods are supplied on a sale or return basis.
  - vi The Seller reserves the right to charge interest (both before and after any judgement) on any overdue accounts at the rate of 3% per annum above National Westminster Bank PLC's Base Rate from time to time in force until full payment is received.
  - vii In the case of non-payment or late payment or any circumstances where the Seller is obliged to use an agency to obtain or enforce payment, the total outstanding debt will be liable to a surcharge of 25% of the final statement.
  - viii A charge of £37.50 will be made for each and any cheques not cleared or returned unpaid.
  
3. Delivery

When the Seller agrees to deliver or arrange for delivery of the Goods to the Buyer the following provisions shall take effect:

  - i The Goods shall be delivered to the place specified in the order or as subsequently agreed.
  - ii The mode of transport shall be at the discretion of the Seller.
  - iii All Goods must be examined by the Buyer immediately on receipt. Where breakages or shortages have been sustained the carrier's receipt note must be endorsed to the effect and the Buyer must in addition notify the carrier and the Seller's sales office in writing within 48 hours. All damaged Goods must be kept for inspection until otherwise advised. Where Goods are returned to the Seller a receipt must be produced signed by an outside carrier or the Seller's agent. No deduction may be made against the Seller's invoice without the specific authority of the Seller. In the event of Goods ordered not being received within 14 days of invoice date, the Seller must be notified thereof in writing immediately. No claims can otherwise be entertained.
  - iv The time of delivery is given as accurately as possible but it is an estimate only and is not guaranteed and may be subject to extension to cover delay caused by any event beyond the Seller's control.
  - v The Seller shall not be liable for any loss, loss of profit, damage or expense whatsoever arising either directly or indirectly out of any late delivery or extension to the time of delivery or any damage to or loss of any of the Goods in transit.
  - vi Orders of six cases of wine and over will be delivered free of charge to addresses in the South East of England. Less than six cases will carry a supplementary small order charge of £7.50 per consignment.
  
4. Descriptions
  - i Any descriptions or details of Goods given by the Seller are included only as a general indication of the nature of the Goods and the Seller shall not be liable for nor shall the Buyer be entitled to any other remedy on the grounds of discrepancies between the same and the Goods supplied.
  - ii Goods previously supplied by the Seller shall not be samples for Goods subsequently sold and the Seller does not guarantee that Goods of the same description will correspond with the Goods previously sold.
  - iii No sale by the Seller shall be a sale by sample.
  - iv All bottles are 75cl unless otherwise stated.

- v The Seller reserves the right to revise or change the style of labels at any time.
  - vi Goods listed in the price list are offered subject to stock availability. Prices quoted cannot be considered binding on the Seller for any specific period. The price (which are quoted exclude VAT and delivery charge if any) are based on prevailing costs and, where applicable, rates of taxes, duties and foreign exchange rates. If between the date of quotation and the date of delivery of the Goods, any change of such costs, rates of taxes, duties or foreign exchange rates occurs then the prices may be altered accordingly.
5. Title of Goods
- i In spite of delivery of the Goods having been made, property in the Goods shall not pass from the Seller until:
    - a. The Buyer shall have paid for the Goods in full and;
    - b. No other sums whatsoever shall be due from the Buyer to the Seller.
  - ii Notwithstanding the foregoing, risk in the Goods shall pass on delivery of the same to the Buyer and until such time as title in the Goods has passed to the Buyer, the Buyer shall insure such goods to their replacement value noting the Seller's interest on the relevant insurance policy and the Buyer shall forthwith, upon request, provide the Seller with the certificate or other evidence of such insurance.
  - iii Subject to the paragraphs below the Buyer shall be at liberty to sell the Goods in the ordinary course of business to sub-buyers as principal and not as agent for the Seller. The buyer shall have no authority to enter into any contract of sale on behalf of the Seller and any contract shall accordingly be concluded in the name of the Buyer.
  - iv The Seller may at any time revoke the Buyer's power of sale by notice to the Buyer if the Buyer is in default in the payment of any sum whatsoever due to the Seller or if any bill of exchange, cheque or other negotiable instrument drawn or accepted by the Buyer in favour of the Seller is dishonoured on presentation for payment or if the Seller has bonafide doubts as to the solvency of the Buyer.
  - v The Buyer's power of sale shall automatically cease if a receiver is appointed over any of the assets or the undertaking of the Buyer or a winding-up order is made against the Buyer or the Buyer goes into voluntary liquidation or calls a meeting of or makes any arrangements or composition with creditors or commits any act of Bankruptcy.
  - vi The Seller shall be entitled to seek a court injunction to prevent the Buyer from selling, transferring or otherwise disposing of the Goods.
  - vii Upon determination of the Buyer's power of sale the Seller shall have absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the Goods in which title remains vested in the Seller.
  - viii For the purpose specified in paragraph (vii) above the Seller or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises upon which the Goods or any part thereof are stored, or kept, or are reasonably believed so to be.
  - ix The Buyer shall store or otherwise denote, mark or identify the Goods in respect of which property remains with the Seller in such a way that the same can be recognised as the property of the Seller.
  - x The Buyer undertakes to the Seller that following delivery the Buyer will at all times handle the Goods properly & store the same in suitable conditions.
6. Termination
- If the Buyer shall become bankrupt or make any composition with the Buyer's creditors or if a receiver shall be appointed of the whole or any part of the assets of the Buyer or if any resolution shall be passed or petition be presented or any order made for the winding-up of the Buyer or if the Buyer shall fail to pay for any Goods supplied by the Seller on the due date, the Seller may immediately and without notice terminate any contract with the Buyer without prejudice to any rights which may have accrued to the Seller prior to such determination.
7. Interpretation and Severability
- i A contract made between the Seller and Buyer shall be governed by and construed and interpreted in accordance with the Laws of England and for the purpose of settlement of any disputes arising out of or in connection with a Contract the parties shall hereby submit to the jurisdiction of the English Courts.
  - ii Each clause and sub-clause or paragraph of these Conditions shall be separate distinct and severable from each other clause or paragraph and shall continue to apply and be enforceable even if, for any reason, one or other clause or paragraph is held to be unenforceable or unreasonable in the circumstances and shall remain in force notwithstanding termination.