

# TERMS & CONDITIONS

## 2023

This list comprises of the complete range of wines available from WM Addison (Newport) Ltd (“the Seller”). Addison Wines is the trading name of the seller. Please read these conditions carefully as they apply to all sales of its products (“the products”). The placing of any order by you (“the buyer”) implies acceptance to these terms and conditions. The terms of the seller shall in every case take precedence over any terms of purchase purported to apply by the buyer.

**Availability** and vintages contained in this list are subject to fluctuation and stock remaining unsold. The Seller reserves the right to substitute stock and any later vintage.

**Price:** Prices valid from 31st March 2017. Unless otherwise agreed by the seller, the price for the products shall be the price shown in the sellers price list at the time of despatch. All prices are exclusive of VAT. The seller will try to ensure that you receive 14 days notice of any change to its price list although this is not always possible and in this case the seller reserves the right to change any prices without notice.

**Delivery:** Delivery shall be made by either the sellers own delivery fleet or by third party courier, at the discretion of the seller. To qualify for free delivery orders must be for a minimum value of £100 (ex VAT). Delay in delivery shall not give rise to any liability upon the seller or entitle the buyer to cancel the order whether or not any time or date is given for delivery.

**Claims:** All claims for short delivery, breakages or damages must be notified on the day of delivery. The risk to damage or to loss of the products shall pass to the buyer upon the earlier of (i) delivery of the products to the buyer or (ii) where the products are to be collected by the buyer, when the products are collected.

**Payment:** All products are due for payment on delivery unless a trade account has been agreed and opened between the seller and the buyer.

Credit account terms of payment are 14 days from the date of invoice unless express terms have been agreed in writing between the seller and the buyer.

The seller reserves the right to charge interest at a rate of 15% per annum to any customer exceeding the terms of payment; this is without prejudice to the right of the seller to pursue any such outstanding sum.

The seller reserves the right to demand immediate payment of any account, whether due or not. No further orders will be delivered to any customer whose account exceeds the agreed terms.

The seller reserves the right to levy a charge of £15 for any item that fails to be met on first presentation by the customer’s bank.

**Consequential Loss:** The seller accepts no liability in any circumstances for any direct, indirect or consequential loss or damage however arising, that the buyer may sustain in connection with the products supplied, except as provided in section 5.2 of the Unfair Contract Terms Act 1977.

The buyer agrees to indemnify the seller against any claim for loss, injury or damage sustained by a third party arising from the sale of products to the buyer, howsoever caused.

**Title:** Legal and beneficial title of the products shall remain with the seller until we have received payment in full of all amounts owing to us by the customer on any account whatsoever.

Until the title of the product passes to the customer, the seller has the right if payment has not been received by the due date, at its discretion, to enter the premises to recover possession of any stock to the value of any amounts outstanding.

If a winding up order is made against the buyer, or the buyer goes into voluntary liquidation, or a receiver is appointed over any assets or the buyer makes an arrangement of composition with its creditors then (i) we will be entitled to treat the contract between you and us as repudiated, (ii) your right to sell the products will immediately cease; and (iii) we will be entitled to enter your premises to remove any products owned by us.

**General:** The seller shall not be liable for failure to fulfil any terms of any transaction governed by these terms if execution of same has been delayed, hindered or prevented by any circumstances that are not directly under the control of the seller. These terms shall be subject to and interpreted in accordance with English Law. E&OE.

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