

Trade Terms and Conditions

Last updated: 6th September 2021

About these Terms

These terms and conditions (these "**Terms**") apply to and form part of every contract between Armit Wines for purchases of wine and storage services made by trade customers.

These Terms are set out in the following Parts:

[Part 1 - Terms and Conditions \(clauses 1 to 19\)](#)

[Part 2 - En Primeur \(EP\) Wine \(clauses 20 to 22\)](#)

[Part 3 - Private Reserve \(PR\) Wine \(clauses 23 to 36\)](#)

If you are a private customer, please note that our Private Customer Terms and Conditions will apply. These can be viewed [here](#).

We reserve the right to alter these Terms at any time. Any changes will take effect when posted on our website.

About us

Armit Wines Limited is a company registered in England and Wales (company number 01609571, VAT Number: 872 5765 85) whose registered office address is at The Triangle, 2nd Floor, 5-17 Hammersmith Grove, London, W6 0LG ("**Armit Wines**", "**we**", "**us**" or "**our**").

Our VAT number is 945 7320 11.

Contacting us

You can contact us by telephoning our Customer Service team on [0207 908 0600](tel:02079080600), by email to support@armitwines.co.uk or by post to Armit Wines Limited, The Triangle, 2nd Floor, 5-17 Hammersmith Grove, London, W6 0LG.

Keeping your contact details up to date

It is important that we keep all your contact details up to date. You must tell us (using any of our above contact details) if you change your name, address, email address or telephone number. For security, we may then contact you to confirm your change of details.

Part 1 - TERMS AND CONDITIONS

1. Interpretation

1.1 In these Terms, the following terms shall have the meanings given to them below:

Business Day – a day other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Customer - the person or firm who purchases the Goods from Armit Wines.

Customer's Own (CO) Wine - wine which the Customer has not bought from us, and which is brought into the Customer's Private Reserve.

Contract - the agreement between the Customer and Armit Wines for the sale and purchase of the Goods and/or PR Services, including these Terms and any Order Confirmation.

Duty Paid (DP) Wine - wine in respect of which any applicable UK customs duty, excise duty and VAT has been paid. DP Wine is wine that we sell to the Customer Duty Paid.

En Primeur (EP) - wine in an unfinished state, before it is bottled and/or shipped by the producer. EP Wine is wine that we sell to the Customer En Primeur. See [Part 2](#) below.

EP Contract - an agreement between the Customer and Armit Wines for the sale and purchase of EP Wine.

Force Majeure Event - means an event, circumstance or cause beyond a party's reasonable control.

Goods - the wine that Armit Wines sells to the Customer under the Contract.

In Bond (IB) - wines that is and will remain in a bonded warehouse, with payment of any applicable UK customs duty, excise duty and VAT suspended, until it is removed from bond. IB Wine is wine that we sell to the Customer In Bond.

Insolvency Event - has the meaning given to it in [clause 9.1.2](#).

Order Confirmation - Armit Wines' written confirmation of the Order.

Order - the Customer's order for the Goods or PR Services.

Private Reserve (PR) - means the Customer's private reserve that Armit Wines stores on the Customer's behalf. PR Wine is wine that we store in the Customer's Private Reserve (including any CO Wine). See [Part 3](#) below.

PR Services - our storage of the Customer's Private Reserve (including any CO Wine) on behalf of the Customer.

Site - a warehouse at which any PR Wine is held for the time being, whether In Bond or Duty Paid.

Terms - these terms and conditions.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors and permitted assigns.

1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 The Contract shall be binding on, and enure to the benefit of, the parties to the Contract and their respective successors and permitted assigns, and references to any party shall include that party's successors and permitted assigns.

1.7 A reference to writing or written includes email.

2. The Contract

2.1 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3 In the case of DP or IB Wine, the Order shall only be deemed to be accepted when Armit Wines issues an Order Confirmation, at which point the Contract shall come into existence. For EP Wine, additional terms apply. See [Part 2](#) below.

2.4 Any samples or advertising provided or produced by Armit Wines and any descriptions contained in Armit Wines catalogues, brochures or on the Armit Wines website are produced for the sole purpose of giving an approximate idea of the Goods. They shall not form part of the Contract nor have any contractual force.

2.5 A quotation for the Goods given by Armit Wines shall not constitute an offer. A quotation shall only be valid for a period of fourteen (14) days from its date of issue.

3. The Goods

3.1 Unless otherwise stated, prices quoted for wines are per case of 12 bottles (75cl), 24 halves (37.5cl) or 6 magnums (150cl) (each being a "**Case**"). A Case cannot be split when ordered for wines below £10 In Bond selling price.

3.2 The minimum order quantity is one Case.

3.3 All Goods are offered subject to availability. Armit Wines shall have no liability for failure to meet a confirmed order where the products in question prove to be unavailable.

4. Delivery

4.1 Orders of less than £350.00 (including VAT) to London postcodes and orders of less than £500 (including VAT) to non-London postcodes will be subject to a delivery charge within mainland UK.

4.2 Armit Wines shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods.

4.3 Armit Wines shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**").

4.4 In the case of DP Wine, delivery is completed on the completion of unloading of the Goods at the Delivery Location.

4.5 In the case of IB Wine, delivery will be completed when we transfer it to the Customer's Private Reserve.

4.6 Where it is agreed that the Customer will collect the Goods direct from the supplier:

4.6.1 Armit Wines shall notify the Customer when the Goods are ready for collection;

4.6.2 delivery will be completed at the earlier of (i) the time when the Customer or its carrier collects the Goods and (ii) five (5) Business Days after the date notified by Armit Wines as from when the Goods are ready for collection;

4.6.3 the Customer is responsible for loading the Goods and for all costs of carriage;

4.6.4 if the Customer fails to collect the Goods five (5) Business Days after the date notified by Armit Wines as from when the Goods are ready for collection, then for the purposes of clauses 4.13 and 4.14 the Customer shall be taken to have failed to accept delivery of the Goods.

4.7 Orders placed by midday will normally be delivered the next working day in the London area. Delivery outside London, but within mainland UK, will normally take 3-5 Business Days. Delivery times and charges for other areas, including the Scottish Isles and Northern Ireland, and for goods to be exported from the UK, are available on request and will be stated in the Order Confirmation.

4.8 Notwithstanding the above, any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Armit Wines shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Armit Wines with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.9 It is the Customer's responsibility to check the Goods on or as soon as reasonably possible after delivery.

4.10 Any broken, damaged, missing or incorrect Goods should be:

4.10.1 reported to the carrier (or to the supplier where it is agreed that the Customer will collect the Goods direct from the supplier) and noted on the delivery note and/or the carrier's (or supplier's) electronic handheld device at the time of delivery; or, if that is not possible,

4.10.2 reported to us by telephone or in writing (using any of our above contact details) as soon as reasonably possible.

4.11 Armit Wines shall not have any liability for broken or damaged Goods, incorrect quantities or incorrect Goods if the Customer does not notify Armit Wines of it as soon as reasonably possible and within seven (7) days after the day of delivery at the latest.

4.12 If Armit Wines fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the most

competitive market available, less the price of the Goods. Armit Wines shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Armit Wines with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.13 If the Customer fails to accept delivery of the Goods after two attempts by Armit Wines, then:

4.13.1 Armit Wines shall notify the Customer of the failed delivery attempts;

4.13.2 delivery of the Goods shall be deemed to have been completed at 9.00 am on the Business Day after the day on which Armit Wines made the second attempt; and

4.13.3 Armit Wines shall store the Goods until delivery takes place, and may charge the Customer for all related costs and expenses.

4.14 If ten (10) Business Days after the day on which Armit Wines notified the Customer of the failed delivery attempts, the Customer has not accepted actual delivery of them, Armit Wines may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

4.15 Armit Wines may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract subject to these Terms. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Warranty

5.1 Armit Wines warrants that the Goods will, on delivery:

5.1.1 conform in all material respects with their description;

5.1.2 be of satisfactory quality and appropriate for the age of the Goods.

5.2 Subject to clauses 5.3 to 5.5, if:

5.2.1 the Customer gives notice in writing to Armit Wines within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and

5.2.2 Armit Wines is given a reasonable opportunity of examining such Goods,

Armit Wines shall, at its option (taking into consideration the assessment of the Account Manager (the person nominated by Armit Wines to manage the Customer's account)), replace the defective Goods, or refund the price of the defective Goods in full.

5.3 Armit Wines' obligations in clause 5.2 shall only apply to Goods in the current vintage of the wine. Such obligations shall not apply in respect of previous vintages.

5.4 Armit Wines shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

5.4.1 the Customer resells or consumes any of such Goods after giving notice in accordance with clause 5.2;

5.4.2 the defect arises as a result of:

5.4.2.1 fair wear and tear, wilful damage, accident, negligence by the Customer or any third party;

5.4.2.2 the Customer's handling or storing the Goods inappropriately; or

5.4.2.3 ullage or deterioration that may occur over time through natural processes to which all wines, corks, bottles and/or packaging may be susceptible, however carefully handled and stored.

5.5 As wines may age and develop in a non-uniform manner, Armit Wines will not have any responsibility to replace the Goods or refund the price for subjective judgements such as in respect of quality or drinkability or where wines are corked or otherwise out of condition. Older wines are therefore sold as seen.

5.6 While Armit Wines is always happy to give our opinion, on request, as to the condition, saleability and/or drinkability of any wine, we shall have no legal responsibility to the Customer for any such opinion.

5.7 Except as provided in this [clause 5](#), Armit Wines shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in [clause 5.1](#).

5.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.9 These Terms shall apply to any replacement Goods supplied by Armit Wines.

6. Title and Risk

6.1 In the case of DP Wine, the risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Goods must be checked by the Customer on delivery. Claims for breakages and/or missing bottles or cases must be noted in writing on the consignment note or hand-held electronic device at the time of delivery and notified to Armit Wines within three (3) Business Days thereafter. Claims for total non-delivery must be notified to Armit Wines within seven (7) Business Days of the agreed date of despatch. Armit Wines shall be entitled to reject any claim for loss, damage, or non-delivery by the Customer in the event the Customer fails to comply with the aforementioned notice requirements.

6.3 Title to the Goods shall not pass to the Customer until Armit Wines receives payment in full (in cash or cleared funds) for the Goods and any other goods or services that Armit Wines has supplied to the Customer. Notwithstanding this, IB Wine which has been transferred to the Customer's Private Reserve and in respect of which ownership has passed will remain subject to [clause 31](#) below.

6.4 Until title to the Goods has passed to the Customer, the Customer shall hold the Goods on a fiduciary basis as bailee for Armit Wines and shall:

6.4.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Armit Wines' property;

6.4.2 not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods;

6.4.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.4.4 notify Armit Wines immediately if it becomes subject to any of the events listed in [clause 9.1.2](#) to [clause 9.1.4](#); and

6.4.5 give Armit Wines such information as it may reasonably require from time to time relating to:

6.4.5.1 the Goods; and

6.4.5.1 the ongoing financial position of the Customer.

6.5 Subject to [clause 6.6](#), the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Armit Wines receives payment for the Goods.

6.6 At any time before title to the Goods passes to the Customer, Armit Wines may:

6.6.1 by notice in writing, terminate the Customer's right under [clause 6.5](#) to resell the Goods or use them in the ordinary course of its business, including (but not limited to) if the Customer is in material breach of the Contract; and

6.6.2 require the Customer, at the Customer's expense, to deliver up all Goods in its possession that have not been resold and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Price and Payment

7.1 Unless otherwise stated in the Order Confirmation or these Terms, prices stated are per Case, duty paid, and are correct at time of publication.

7.2 The price may change if the Goods are subject to any taxes, duties or delivery charges applied in the country the Customer has selected for delivery.

7.3 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in Armit Wines' published price list in force as at the date of delivery.

7.4 Armit Wines may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

7.4.1 any factor beyond Armit Wines control (including market fluctuations, foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, and other costs);

7.4.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or

7.4.3 any delay caused by any instructions of the Customer or failure of the Customer to give us adequate or accurate information or instructions.

7.5 The price of the Goods:

7.5.1 excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Armit Wines at the prevailing rate, subject to the receipt of a valid VAT invoice; and

7.5.2 excludes the costs and charges of transport of the Goods, which shall be invoiced to the Customer.

7.6 Amit Wines may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.7 Armit Wines shall not supply any Goods to the Customer on credit terms until Armit Wines has approved the Customer's application for a credit account.

7.8 The Customer shall pay each invoice submitted by Amit Wines:

7.8.1 in accordance with any credit terms (including any periods for payment specified therein) agreed by Armit Wines and confirmed in writing to the Customer; and

7.8.2 in full and in cleared funds to a bank account nominated in writing by Armit Wines.

7.9 If the Customer fails to make a payment due to us under the Contract by the due date, then, without prejudice to the remedies under [clause 9](#), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.9 will accrue each day at 4% a year above LIBOR.

7.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Limitation of liability

8.1 The restrictions on liability in this [clause 8](#) apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

8.2.1 death or personal injury caused by negligence;

8.2.2 fraud or fraudulent misrepresentation;

8.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

8.2.4 defective products under the Consumer Protection Act 1987.

8.3 Subject to [clause 8.2](#), Armit Wines' total liability to the Customer shall not exceed twice the purchase price of the relevant Goods, exclusive of any VAT payable thereon.

8.4 Subject to [clause 8.2](#), the following types of loss are wholly excluded:

8.4.1 loss of profits;

8.4.2 loss of sales or business;

8.4.3 loss of agreements or contracts;

8.4.4 loss of anticipated savings;

8.4.5 loss of use or corruption of software, data, or information;

8.4.6 loss of or damage to goodwill; and

8.4.7 indirect or consequential loss.

8.5 Subject to [clause 8.2](#), Armit Wines shall not be liable to the Customer in respect of any claim unless written particulars of that claim are notified by the Customer to Armit Wines within one year after the date of delivery of the relevant Goods.

8.6 This [clause 8](#) shall survive termination of the Contract.

9. Termination

9.1 Without limiting its other rights or remedies, Armit Wines may terminate the Contract with immediate effect by giving written notice to the Customer if:

9.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of being notified in writing to do so;

9.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business ("**Insolvency Event**");

9.1.3 the Customer suspends, threatens to suspend, ceases, or threatens to cease to carry on all or a substantial part of its business; or

9.1.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

9.2 Without limiting its other rights or remedies, Armit Wines may suspend delivery of the Goods under the Contract or any other contract between the Customer and Armit Wines if the Customer becomes subject to any of the events listed in [clause 9.1.2](#) to [clause 9.1.4](#), or Armit Wines reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.3 Without limiting its other rights or remedies, Armit Wines may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4 On termination of the Contract for any reason the Customer shall immediately pay to Armit Wines any outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Armit Wines shall submit an invoice, which shall be payable by the Customer immediately on receipt.

9.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

10. Force majeure

10.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. In

such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate the Contract by giving seven days' written notice to the affected party.

11. Confidentiality

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted by [clause 11.2](#).

11.2 Each party may disclose the other party's confidential information:

11.2.1 to its employees, officers, representatives, contractors, subcontractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this [clause 11](#); and

11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12. Assignment and transfer

12.1 Armit Wines may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

12.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Armit Wines.

13. Entire agreement

13.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

13.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

14. Variation

14.1 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. Waiver

15.1 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. Severance

16.1 If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 16.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. Notices

17.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

17.1.1 delivered by hand or by registered post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

17.1.2 sent by email to the address specified above or in the Order (as applicable).

17.2 Any notice shall be deemed to have been received:

17.2.1 if delivered by hand, at the time of delivery;

17.2.2 if sent by registered post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

17.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

18. Third party rights

18.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

19. Governing law and jurisdiction

19.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Part 2 - EN PRIMEUR SALES

20. Contract for EP Wine

20.1 An EP Contract shall come into existence when Armit Wines sends the Customer an Order Confirmation which includes any EP Wine.

20.2 The amount payable for the EP Wine as stated in the Order Confirmation will be inclusive of the cost of shipping to the UK, but exclusive of any applicable UK customs duty, excise duty and VAT and any subsequent costs for delivering the EP Wine to the Customer upon its removal from a bonded warehouse. These costs will become payable upon removal of the EP Wine from a bonded warehouse based on the rates prevailing at that time as set by HMRC or our standard delivery charges (as applicable).

20.3 On formation of the EP Contract, the Customer will become entitled to receive from us on a future date (as estimated in the relevant opening offer) EP Wine in the quantities stated in our Order Confirmation, subject to:

20.3.1 payment of the amount payable immediately as above; and

20.3.2 the remaining terms and conditions in this Part 2 below.

21. Order Cancellation of EP Wine

21.1 Armit Wines will make every effort to meet all EP Wine orders it has acknowledged but if any EP Wine the Customer has ordered proves unobtainable for any reason, Armit Wines shall be entitled to cancel the relevant Order in whole or in part without any liability to the Customer other than to either refund any amount paid by the Customer or credit it against any other amount(s) the Customer owes to us, and confirm in writing what we have done.

21.2 If the Customer fails to pay for EP Wine within fourteen (14) days of the prepayment invoice due date, then we reserve the right to cancel the Customer's order and reallocate the wines to other customers.

22. Delivery of EP Wine

22.1 All EP Wines ordered will remain unascertained, and Armit Wines will be under no obligation to deliver them to the Customer, until they are shipped to Armit Wines and appropriated by us to a relevant EP Contract.

22.2 When any EP Wine included in an EP Contract is delivered to Armit Wines, we will notify the Customer in writing of its arrival and transfer it to the Customer's Private Reserve. Delivery of the relevant EP Wine to the Customer will be completed upon that transfer.

22.3 Ownership of EP Wine will only pass to the Customer when we have received payment in full of all sums due in respect of the EP Wine, and any other goods or services that we have supplied to the Customer, and EP Wine held in the Customer's Private Reserve in respect of which title has passed will remain subject to Armit Wines' Right of Retention as set out in [clause 31](#) below.

22.4 Once Armit Wines has transferred any EP Wine to the Customer's Private Reserve then the provisions of [Part 3](#) below will become applicable to that EP Wine. Armit Wines will also invoice the Customer for the amount due in respect of Private Reserve charges for the balance of the charging year.

Part 3 - CUSTOMER'S PRIVATE RESERVE

In addition to the terms above, the following shall also apply where any of the Goods are delivered to the Customer by transfer to the Customer's Private Reserve, or the Customer requests us, and we agree, to hold any third-party supplied wine belonging to the Customer in the Customer's Private Reserve.

23. Private Reserve Contract

23.1 A PR Contract shall be formed when Armit Wines first agree to establish a Private Reserve for the Customer and to transfer wine bought from Armit Wines to the Customer's Private Reserve.

23.2 The Customer must provide us with a valid email address at which Armit Wines can contact the Customer in order to enter into a PR Contract with Armit Wines.

23.3 The PR Contract shall come to an end when Armit Wines no longer hold any PR Wine on the Customer's behalf, or it is terminated either by the Customer or by Armit Wines for one of the reasons detailed below under [clause 32](#) titled "Termination of the PR contract".

23.4 By agreeing with us that any wine is to be transferred to the Customer's Private Reserve, the Customer agrees that that wine, and all other PR Wine we hold for the Customer for the time being, will be subject to these terms as may be varied by Armit Wines from time to time by notice to the Customer.

24. Operation of Private Reserve

24.1 The Customer may lay the following Goods bought from us down in the Customer's Private Reserve:

24.1.1 a full Case of a single wine;

24.1.2 a Case made up of a mix of wine selected by the Customer, subject to an additional charge;

24.1.3 a pre-mixed Case offered by us as a mixed case; or

24.1.4 individual bottles.

24.2 The Customer may also lay down CO Wine in its Private Reserve (see [clause 25](#) below).

24.3 Armit Wines will store the Customer's PR Wine at the relevant Site physically separated from Armit Wines' own stock and identified as the Customer's property, and maintain a separate record of the Customer's Private Reserve holding at all times.

24.4 Armit Wines shall be entitled to sub-contract the warehousing of the Customer's PR Wine to any third-party warehousing service provider of our choice, and may in our sole discretion determine at which Site the Customer's PR Wine shall be held from time to time.

24.5 Once a year Armit Wines will send the Customer a statement listing all the Customer's PR Wine, which acts as a stock certificate. The Customer must keep the latest statement, and any amendment or supplement to it, as proof of the Customer's title to the Customer's PR Wine.

24.6 Armit Wines will take reasonable care in the preparation of annual statements but shall have no liability to the Customer for any inaccuracy.

24.7 If the Customer identifies any error or omission in its annual statement, it must contact reserves@armitwines.co.uk immediately and in any event within thirty (30) days of the Customer's receipt of its annual statement. Armit Wines works hard to ensure accuracy in our information but please understand that resolving issues becomes increasingly difficult as time passes. Unless otherwise agreed in writing, the annual statement is conclusive evidence of the description and quantity of the PR Wine Armit Wines holds in storage for the Customer and we cannot be responsible for any queries or errors or omissions which are not raised with the Customer within three months of the Customer's receipt of the annual statement.

24.8 Unless it expressly states otherwise, the annual statement will show the latest available estimated market value for every item of PR Wine held on the Customer's behalf. Any such estimate will be as supplied to Armit Wines by Liv-Ex or such other independent fine wine price index as we determine. Although stated in good faith, it is ultimately only an opinion as to value. It is given without any warranty or guarantee on our part, and Armit Wines shall not have any legal responsibility in respect of any such valuation. For a more accurate estimate, please contact our Reserves team at reserves@armitwines.co.uk.

24.9 Annual statements may also include brief recommendations whether to keep or drink particular wines. Although given in good faith, any such recommendation is ultimately only an opinion. It is given without any warranty or guarantee on our part, and Armit Wines shall not have any liability in respect of any such recommendation.

24.10 The Customer may inspect its PR Wine at any Site at which it is currently held at any time during normal business hours by prior arrangement by contacting the Reserves team at reserves@armitwines.co.uk. Please note that there will be a charge for this service.

25. Storage of CO Wine

25.1 Once the Customer's Private Reserve is established in respect of wine bought from Armit Wines, the Customer may elect to store CO Wine in its Private Reserve. Such arrangements will usually be subject to individual negotiation, but the following terms shall apply unless otherwise agreed in writing.

25.2 Should the Customer wish to bring any CO Wine into its Private Reserve, it must first advise Armit Wines in writing and list the wines and the quantity of each wine.

25.3 Any such wine is warranted by the Customer to be its property, and must be clearly identified as such. Armit Wines will confirm the Site to which the wines should be delivered.

25.4 Armit Wines will advise the Customer in writing if any wine received is not as described by the Customer, or is missing, damaged or in unsatisfactory condition, and if for any reason we decline to accept any wine for storage. It will be the Customer's responsibility to arrange the uplift and removal from the relevant Site of any wine we decline to accept for storage.

25.5 Armit Wines will also invoice the Customer for our charges for receiving, handling, and verifying the Customer's wine, in accordance with our current tariff or as otherwise agreed.

25.6 If the Customer wishes Armit Wines to take photos of the wines upon receipt on behalf of the Customer, then we can arrange this for a charge. See our [website](#) for details of charges. Armit Wines will then arrange for each individual Case to be opened and for its contents to be photographed (except where a Case appears to be chateau-banded and/or a sealed original case or carton, or where the Customer informs us that it has purchased it EP and it will be delivered to us ex-winery, in which case we will photograph the unopened Case instead). We will send the Customer a schedule of the wine received, and copies of the relevant photographs.

25.7 The Customer must check the schedule and photographs for accuracy and notify any error or omission to us as soon as possible. Unless otherwise agreed in writing, the schedule and photographs shall be conclusive evidence of the description and quantity of any CO Wine we accept for storage.

25.8 The Customer shall indemnify Armit Wines against any third-party claim in respect of any CO Wine, and any legal or other costs, losses or liabilities Armit Wines may suffer as a result of accepting the transfer of any CO Wine into the Customer's Private Reserve or in respect of any CO Wine delivered to Armit Wines with a view to PR storage which we decline to accept.

25.9 By accepting any CO Wine for storage, Armit Wines does not give any warranty or make any representation to the Customer, except that the CO Wine appears to be as described by the Customer and that the contents of each Case were as depicted in the photographs sent to the Customer, at the time they were taken.

25.10 Armit Wines cannot and does not give any warranty as to the nature or condition of the contents of any individual bottle. We shall owe the Customer no duty or obligation:

25.10.1 to inform or advise the Customer of any matter concerning the condition or contents of any Case of CO Wine accepted for storage; or

25.10.2 to carry out or suggest any tests in order to authenticate the contents of any individual Case or bottle.

25.11 Armit Wines' only obligations in respect of CO Wine shall be to take all reasonable care to keep it safely and in appropriate conditions for storage of wine; and to perform all the other obligations that we expressly undertake as set out in [Part 3](#) of these Terms titled "Customer's Private Reserve".

26. Our obligations in respect of PR Wine

26.1 As from the time when the Goods are delivered to the Customer's Private Reserve, we shall use reasonable efforts to keep the Goods safely and in appropriate conditions for storage of wine.

27. Insurance of PR Wine

27.1 The Customer's PR Wine will be insured on an "All Risks" basis while it is held by us. Please contact us for full details of the insurance cover which may differ according to the Site.

27.2 In the unlikely event of the total loss of any of the Customer's PR Wine, we will use reasonable efforts to replace that wine. If that is not reasonably possible, we will reimburse its fair market value at the date of the loss. Unless otherwise agreed, the market value shall be as certified by Liv-Ex or another independent fine wine price index that we nominate.

27.3 If one or more of the bottles in a Case are lost or broken, and if so provided in the insurance applicable at the relevant Site, in addition to the value of the lost or broken bottle(s), we shall also reimburse an amount equal to 10 per cent. of the total value of the Case.

27.4 Please note that the insurance is provided by a third party and will be subject to various exclusions and limitations. We will supply a copy of these exclusions and limitations to the Customer on request. The Customer agrees that our liability with respect to any loss the Customer may incur will be limited to the amount we may recover under our insurance policy.

27.5 Loss of any PR Wine in these circumstances shall, if it is not replaced, be treated as a withdrawal of that wine for the purpose of calculating PR charges.

28. PR charges

28.1 Our current charges for PR storage and handling, inclusive of VAT and insurance, are published on our [website](#) and are payable annually in advance. Wines withdrawn during the year are not eligible for a storage credit. There is a minimum charge equivalent to the cost of storing one Case.

28.2 Invoices will be issued annually, at the rate(s) current at the invoice date. By paying our invoice as above, the Customer agrees that all PR Wine we hold for the Customer for the time being will be held on and subject to the terms set out in [Part 3](#) of these Terms titled "Customer's Private Reserve".

28.3 In relation to any wine added to the Customer's Private Reserve during a year, the amount payable in respect of storage, handling and insurance for the current year will be calculated pro rata from the month in which the wine is received into the Customer's Private Reserve, to the nearest whole month, and invoiced to the Customer when the relevant wine is so received.

28.4 If the Customer disputes any element of an invoice issued to it under this [clause 28](#), the Customer must raise this with the Reserves team at reserves@armitwines.co.uk within seven (7) days of its receipt of the invoice. For the avoidance of doubt, any elements of the invoice which are not disputed shall become due and payable on the date set out in the invoice.

28.5 Where we have the Customer's authority to charge amounts payable by the Customer from time to time to a debit or credit card, we shall be entitled to charge any amount due from the Customer under any provision of [Part 3](#) of these Terms to any such card, in accordance with the terms of such authority. For Customers who have agreed a Direct Debit payment method with us, we shall also be entitled to collect monies owed by this method as part of the automated collection process.

28.6 We will be entitled to charge interest on any sums owing to us at the rate of 4% above LIBOR from the date the payment is due.

29. Selling the Customer's PR Wine

29.1 If the Customer informs us that it would like to sell any of its PR Wine, we may (but shall not be obliged to) either:

29.1.1 offer to buy some or all it from the Customer; or

29.1.2 agree to offer some or all of it for sale on the Customer's behalf.

29.2 If we wish to buy some or all of the Customer's PR Wine, we will confirm our offer to the Customer in writing. Our offer will detail the price we are willing to pay, any VAT or duty that may be payable, and any other applicable conditions of purchase.

29.3 If the Customer wishes to accept our offer, once we have received the Customer's confirmation in writing a contract will be formed between the Customer and us for the sale of the relevant PR Wine. Title to the PR Wine in question will then pass to us and we may withdraw it from the Customer's Private Reserve.

29.4 We will confirm completion of the sale to the Customer in writing within 7 working days.

29.5 Within thirty (30) days, following month end, after the formation of a sale contract we will:

29.5.1 transfer the agreed net price to the Customer by crediting it to the Customer's account with us; or

29.5.2 where the Customer has requested us to do so, pay the agreed net price to the Customer,

in each case, after deducting any amounts owed to us by the Customer and we shall provide the Customer with an updated statement of the Customer's account.

29.6 If we agree to offer some or all of the PR Wine for sale on the Customer's behalf, we will in writing:

29.6.1 confirm our willingness to do so;

29.6.2 detail our proposed commission, any VAT or duty that may be payable, and any other applicable conditions; and

29.6.3 request the Customer's confirmation of the price at which the Customer is willing to sell the relevant PR Wine, net of our commission and any VAT or duty that may be payable.

29.7 Once the Customer has provided such confirmation in writing, we shall have its authority to offer the relevant PR Wine for sale on the Customer's behalf by such methods and/or sales channels as we think appropriate and to accept on the Customer's behalf any offers received for purchase of the wine at the agreed selling price. The Customer may instruct us in writing not to continue offering the PR Wine for sale at any time, provided that we have not already accepted an offer from a buyer in respect of some or all of the relevant PR Wine.

29.8 If we accept an offer from a buyer on the Customer's behalf, then:

29.8.1 a contract between the Customer and the buyer will thereupon be formed for the sale of the relevant PR Wine at the agreed price at which we offered it;

29.8.2 title to that PR Wine will pass to the buyer when we withdraw the PR Wine from the Customer's Private Reserve.

29.9 We will confirm formation of any such sale contracts to the Customer in writing within ten (10) days. Within thirty (30) days, following month end, after any such sale contracts are formed, we will:

29.9.1 transfer the price received less our agreed commission to the Customer by crediting it to the Customer's account with us; or

29.9.2 where the Customer has requested us to do so, pay the agreed net price to the Customer,

in each case, after deducting any amounts owed to us by the Customer and we shall provide the Customer with an updated statement of the Customer's account.

30. Arranging withdrawal of PR Wine

30.1 PR Wines may be withdrawn at any time in the same way in which they were laid down (i.e., as unmixed Cases, pre-mixed Cases, selected-mixed Cases, or individual bottles). To do so, the Customer is required to submit a written withdrawal request:

30.1.1 listing the PR Wines it wishes to withdraw; and

30.1.2 stating the address to which the Customer wishes them to be delivered.

30.2. On receipt of the Customer's withdrawal request we shall arrange withdrawal and delivery of the relevant PR Wines to the Customer, and send the Customer an invoice for the amount payable in respect of any applicable UK customs, excise duty, VAT and/or delivery charges (at the rates prevailing at the invoice date, see our [website](#) for full details). We reserve the right not to deliver the PR Wine until all applicable excise duty, VAT and delivery charges have been paid to us.

30.3 Delivery will be completed when we deliver the relevant PR Wine to the Customer or in accordance with the Customer's instructions at the delivery address stated in the Customer's withdrawal request.

30.4 We will not be responsible for any loss the Customer suffers as a result of the Customer instructing us to deliver PR Wine to a different address to that stated in the Order Confirmation.

30.5 It is the Customer's responsibility to check any PR Wine on or as soon as reasonably possible after its delivery, including where delivery is made to another bonded warehouse in accordance with the Customer's instructions.

30.6 Any broken, damaged, missing, or incorrect Goods should be:

30.6.1 reported to the carrier and noted on the delivery note and/or the carrier's electronic handheld device at the time of delivery; or, if that is not possible,

30.6.2 reported to us by telephone or in writing with a photo (if possible) as soon as reasonably possible.

30.7 We shall be entitled to reject any claim for broken or damaged Goods, incorrect quantities, or incorrect Goods if the Customer does not notify us of it as soon as reasonably possible and within seven (7) days after the day of delivery at the latest.

31. Retention of title

31.1 We reserve the right to decline to release wines held in the Customer's Private Reserve if and for so long as any amount due to us, however incurred, is outstanding on the Customer's account.

31.2 In any such case, the Customer will remain fully liable for PR charges until the Customer has cleared its account and we are able to release the wine to the Customer.

32. Termination of the PR Contract

32.1 The PR Contract shall automatically come to an end when we no longer hold any PR Wine on the Customer's behalf.

32.2 If the PR Contract between us has ceased then, after taking reasonable steps to trace or communicate with you, we shall have the right to terminate the PR Contract by giving you notice stating the proposed termination date, which will be not less than one month after the date of the notice. We shall be entitled to charge you for any reasonable costs we incur in attempting to trace you.

32.3 We may terminate the PR Contract and require the Customer to withdraw its PR Wine at any time by giving the Customer notice as follows:

32.3.1 immediately if the Customer fails to pay our PR charges in accordance with these Terms;

32.3.2 immediately if the Customer commits any other serious breach of any obligation owed to us under any contract between the Customer and us, or any serious unlawful act which we consider has caused or will cause us loss or damage;

32.3.3 immediately if the Customer undergoes an Insolvency Event or is subject to any criminal investigation, charge or conviction involving dishonesty; or

32.3.4 in any other case, and without having to give any reason, by giving the Customer at least one month's notice.

32.4 Without prejudice to [clause 32.5](#), Armit Wines may provide the Customer with notice of our intention to sell any PR Wine held on the Customer's behalf if the Customer fails to arrange for its withdrawal within three months after the date of any notice terminating the PR Contract. In any such case we shall then have the right, without further notice to the Customer and as soon as is practicable after the end of the three month period, to sell all such PR Wine at the market value then pertaining.

32.5 Armit Wines may sell the Customer's PR Wine without any notice to the Customer if the Customer undergoes an Insolvency Event.

32.6 When the PR Wine has been sold we shall be liable to account to the Customer for the net proceeds of sale after deduction of all sums owing to us, including any reasonable charges incurred attempting to trace the Customer under [clause 32.2](#) and our further charges up to and including the date of sale and any other costs of or in connection with the sale. This will include the normal commission fee applicable to the sale of Customer wine.

32.7 For the avoidance of any doubt, we shall owe the Customer no duty:

32.7.1 to incur any unreasonable expense or take any unreasonable step in order to trace or communicate with the Customer;

32.7.2 to sell any PR Wine before it begins to approach the end of its drinking life and/or decline in value for any other reason; or

32.7.3 to pay interest on any unclaimed balance on the Customer's account.

32.8 The Customer will remain fully liable for PR charges until its PR Wine is actually withdrawn or sold following any such termination.

33. Sale or transfer of PR Wine

33.1 The sale or transfer of any PR Wine to a third party may take place by special arrangement. The Customer can contact us if it would like to arrange this.

34. Customer's obligation

34.1 The Customer shall indemnify Armit Wines against any loss arising from:

34.1.1 any claim made by any third party as a result of our performing our obligations or exercising our rights under the PR Contract; or

34.1.2 any breach by the Customer of any term of the PR Contract.

35. Our legal responsibility for PR Wine

35.1 While we will take all reasonable care to ensure that PR Wine is at all times carefully handled and stored in appropriate conditions for storage of wine, we shall have no legal responsibility to the Customer for any ullage or deterioration that may occur over time through natural processes to which all wines, corks, bottles and/or packaging may be susceptible, however carefully handled and stored.

35.2 While we are always happy to give our opinion, on request, as to the condition, saleability and/or drinkability of any of the Customer's PR Wine, we shall have no legal responsibility to the Customer for any such opinion. We are not authorised to give financial or investment advice under Financial Services legislation, and we are not regulated under Financial Services legislation.

35.3 Our maximum liability to the Customer for any breach of the PR Contract or negligence on our part in relation to the Customer's PR Wine resulting in its total loss shall be limited to the lower of replacement value or the fair market value at the date of the relevant loss.

35.4 We shall have no legal responsibility to the Customer for any fault or deterioration in any of the Customer's PR Wine bought from us which arises, after its delivery to the Customer, as a result of fair wear and tear, wilful damage, accident, negligence by the Customer or any third party, or from the Customer handling or storing the PR Wine inappropriately.

36. Assignment

36.1 The Customer may not assign the benefit of the PR Contract in whole or in part without our consent in writing. The Customer alone will be responsible for all charges and amounts payable and for providing all instructions in relation to its Private Reserve.