

1 Definitions

- 1.1 "Vinimport" means Vinimport sàrl with a registered address in L – 6969 Oberanven, 45, bei der Aarnesch, including its successors.
- 1.2 "Customer" means the person, company or other entity purchasing Goods from Vinimport.
- 1.3 "Goods" means the products being purchased by the Customer from Vinimport.

2 Price And Payment

- 2.1 The Price ("Price") shall be as indicated on invoices provided by Vinimport to the Customer in respect of Goods supplied.
- 2.2 If the Customer defaults on the payment of the Price, the Customer shall, on demand, pay interest at a default interest rate of 10% per annum on the moneys unpaid from the due date for payment to the date of actual payment.
- 2.3 Vinimport may, at its sole discretion, allocate any payment received from the Customer to any account, or accounts, including any debts, charges and expenses owed by the Customer to Vinimport under these terms and conditions.
- 2.4 Vinimport shall not be bound by any clerical error or omissions and the same shall be subject to correction.
- 2.5 Unless agreed otherwise in writing, payment shall be due within 15 days of delivery of the Goods.

3 Delivery Of Goods

- 3.1 At Vinimport's sole discretion, delivery of the Goods shall take place when the Customer takes possession of the Goods at Vinimport's address or (in the event that the Goods are delivered by Vinimport or Vinimport's nominated carrier), the Customer takes possession of the Goods at an address nominated by the Customer.
- 3.2 The failure of Vinimport to deliver shall not entitle either party to treat this contract as repudiated.
- 3.3 Vinimport shall not be liable for any loss or damage whatsoever due to failure by Vinimport to deliver the Goods (or part of them), promptly or at all, where due to circumstances beyond the control of Vinimport.

4 Risk

- 4.1 All risk for the Goods passes to the Customer on delivery.
- 4.2 If the Customer does not take possession of the Goods, or does not provide Vinimport with instructions sufficient to enable Vinimport to deliver the Goods, within 4 working days of notification to the Customer that they are ready, the Customer shall be deemed to have taken delivery of the Goods from such date. In addition, the Customer shall be liable to pay storage charges on written demand from Vinimport.

5 Title

- 5.1 Vinimport and the Customer agree that ownership of the Goods shall not pass until:
 - (a) the Customer has paid in cleared funds all amounts owing to Vinimport for the particular Goods;
 - (b) the Customer has met all other obligations due by the Customer to Vinimport in respect of all contracts between Vinimport and the Customer.

6 Defects

- 6.1 The Customer shall inspect the Goods on delivery and shall within two (2) days of delivery (time being of the essence) notify Vinimport of any alleged defect, shortage in quantity, damage or failure to comply with the description or order form. The Customer shall afford Vinimport an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with this clause the Goods shall be deemed to be free from any defect or damage. For defective Goods, which Vinimport has agreed in writing that the Customer is entitled to reject, Vinimport's liability is limited to either (at Vinimport's discretion) replacing the Goods or issuing a credit note to the Customer for the cost paid by the Customer for those Goods.
- 6.2 Vinimport guarantees the quality of the goods sold for a period of 6 months from the date of delivery of the goods. The Customer has to return the defective goods at its own cost to Vinimport for inspection immediately after noticing the defect. If Vinimport, after testing the goods, agrees to the Customer's claim, Vinimport shall replace the defective goods or should this not be possible, issue a credit note to the Customer.
- 6.3 Goods will not be accepted for return other than in accordance with clause 6.1 & 6.2 above.

7 Customer's Disclaimer

- 7.1 The Customer hereby disclaims any right to rescind, or cancel any contract with Vinimport or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by Vinimport and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.

8 Cancellation

8.1 Vinimport may cancel any contract to which these terms and conditions apply or cancel delivery or order of Goods at any time before the Goods are delivered, by giving written notice to the Customer. On giving such notice, Vinimport shall repay to the Customer any sums received or direct debited in respect of the Price. Vinimport shall not be liable for any loss or damage whatsoever arising from such cancellation.

8.2 In the event that the Customer cancels delivery of the Goods, the Customer shall be liable for any loss incurred by Vinimport (including, but not limited to, any loss of profits).

9 General

9.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

9.2 These terms and conditions are governed by the laws the Grand-Duchy of Luxembourg.

9.3 To the extent permitted by law, all conditions, warranties, guarantees and representations in respect of the Goods, implied into this supply of goods, are excluded.

9.4 Vinimport shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Vinimport of these terms and conditions.

9.5 In the event that Vinimport is liable to the Customer, subject to clause 6.1, the remedies of the Customer shall be limited to damages, which under no circumstances shall exceed the Price of the Goods.

9.6 The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by Vinimport.

9.7 The failure by Vinimport to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Vinimport's right to subsequently enforce that provision.

9.8 These terms and conditions apply to each Customer who places an order with Vinimport.