



TERMS AND CONDITIONS OF SALE

TERMS

All goods are purchased on a prepayment basis unless stated otherwise. For all accounts which are approved with credit must be maintained within the agreed credit limit and invoices are paid within the agreed credit period as set out below, failure to do so may result in the suspension of deliveries. We reserve the right to apply interest at 8% in the event of non-payment within 30 days.

QUOTATION

All goods are offered subject to remaining unsold and to market, currency and duty fluctuations, without notice. The price of goods charged will be the price ruling at the date of despatch.

DELIVERY

All quoted delivery dates and/or periods are approximate. The delivery periods shall commence when Charles Edge London Ltd. have acknowledged receipt of complete and/or applicable documents required to effect shipment, such as payment in advance, import licence, shipping instructions etc. Title to the goods and risks or damage in transit shall pass to the Buyer at the point where Charles Edge London Ltd. has fulfilled its obligations under the shipping terms specified herein.

All shipping terms shall have meaning set forth in the INCOTERMS 2010. Methods and route of shipment will be at the discretion of Charles Edge London Ltd. Unless the Buyer shall specify otherwise, and any additional expense of the method or route of shipment shall be borne by the Buyer.

TAXES AND OTHER CHARGES

Any import tax, duty, fee or charge of any nature whatsoever imposed by any government authority on or measured by the transaction between Charles Edge London Ltd. and the Buyer shall be arranged and paid by the Buyer in addition to the prices quoted or invoiced. In the event that Charles Edge London Ltd. is required to pay such tax. Fee or charge, the Buyer shall reimburse Charles Edge London Ltd. therefore.

EXPORT PACKING AND DOCUMENTS

Prices include Charles Edge London Ltd.'s standard commercial packing for spirits. Buyer shall bear any additional expenses required to satisfy Buyer's specifications. All shipments hereunder are subject to compliance with all applicable Customs & Border Protection laws, regulations, and policies and all other laws and regulations concerning exports. Buyer agrees to comply with all such laws and regulations concerning the use, disposition, and sale of goods or services provided hereunder.



CLAIMS

All goods must be examined **ON DELIVERY** and signed for, with any damage or shortage noted against signature.

- (a) in the event of any damage or partial loss of goods in transit, both Charles Edge London Ltd. and the carrier must receive written notice **WITHIN THREE DAYS** of the date of delivery.
- (b) In the event of non-delivery or delay of the goods both Charles Edge London Ltd. and the carrier must receive written notice **WITHIN SEVEN DAYS** of the date of the relevant Advice Note/Invoice.

IF BUYER FAILS TO COMPLY WITH THE ABOVE TIME LIMITS ANY CLAIM SHALL BE WAIVED AND ABSOLUTELY BARRED.

PAYMENT

Prepayment unless otherwise agreed with Charles Edge London Ltd. credit control department. Payment must be made in full and if paid by bank transfer, all charges must be borne by the customer so Charles Edge London Ltd. receives payment in full, in our bank account, for the amount as stated on the invoice unless under query. Any query that may affect payment of the invoice must be raised **WITHIN THREE WEEKS** of the date of the invoice. If a query is raised after the due date of the invoice, payment must be made as per agreed terms for any un-queried portion of the invoice, with any further balance due after resolution immediately paid. **FAILURE TO NOTIFY A QUERY BEFORE THE INVOICE FALLS DUE WILL RESULT IN INTEREST BEING CHARGED AT 8% ABOVE THE BANK OF ENGLAND BASE RATE FROM THE DUE DATE TO THE DATE THE INVOICE IS CLEARED.**

FORCE MAJEURE

Charles Edge London Ltd. shall not be liable for any loss or damage as a result of Charles Edge London Ltd.'s delay in or failure of delivery date due to 1) any cause beyond Charles Edge London Ltd.'s reasonable control 2) any act of God, act of the Buyer, embargo or other government act, authority, regulation or request, fire or theft, accident, strike, slowdown or other labour disturbances, war, riot, delay in transportation, 3) inability to obtain necessary labour, materials, components, supplies or facilities, 4) inability to obtain necessary export licences, import licences etc.. Should any of the aforementioned events of force majeure occur, Charles Edge London Ltd., at its option, may cancel Buyer's order with respect to any undelivered goods or extend its delivery date for a period equal to the time lost because of delay. Notice of such election shall be promptly given to the Buyer. In the event Charles Edge London Ltd. elects to cancel the order, Charles Edge London Ltd. shall be released of and from all liability for failure to deliver the goods, including, but not limited to, any and all claims on behalf of the Buyer for lost profits, or for any other claims of any nature which the Buyer may have. If shipping or progress of the work is delayed or interrupted by the Buyer, directly or indirectly, the Buyer shall pay Charles Edge London Ltd. for all additional charges resulting therefrom.

INCORPORATION OF TERMS

Where not inconsistent with the terms of this document the General Terms and Conditions of Sale of Ethimex Limited (issued July 2018) shall be incorporated.

RIGHT OF WITHDRAW

We reserve the right to withdraw this offer if it is determined it is in violation of any International Trade Laws.