

General Terms and Conditions Two Island Wines

1. Applicability

- 1.1. These Terms and Conditions apply to all offers and sale and purchase agreements (“Agreement”) made on or through the website www.2islandwines.nl (“the Website”) owned by Two Island Wines V.O.F, hereinafter referred to as the “Seller”.
- 1.2. The Purchaser can be either a consumer or a business. Certain provisions in these Terms and Condition are only applicable to the Purchaser as a consumer. Those provisions shall refer tot the Purchaser as “Consumer”.
- 1.3. Prior to entering into any Agreement, these Terms and Conditions are made available to Purchaser in a legible, downloadable format. When making a purchase through the Website, Purchaser acknowledges that this purchase is under these terms and conditions

2. Offers and prices

- 2.1. The offers on the Website have been put together with the greatest care. The offers include a good description of the offered product, adequately detailed in order for the Purchaser to determine whether he desires to accept the offer. The Seller is not bound by obvious errors or omissions in the description of the offers.
- 2.2. Offers listed on the Website can be revoked or changed at any time.
- 2.3. Unless otherwise stated, prices offered are inclusive of VAT, and exclusive of any transport and/or delivery costs.

3. Completion of the Agreement

- 3.1. If the Purchaser places an order through the Website, he will receive an automatically generated e-mail confirmation. That e-mail confirmation does not constitute an acceptance of that order by Purchaser. Order acceptance and the completion of the Agreement between Seller and Purchaser will take place upon the explicit acceptance of the order by the Seller (for instance by an additional e-mail) or upon the despatch of the products ordered, unless Seller has notified Purchaser that Seller does not accept the order or the Purchaser has cancelled the order. Title to the products will pass on delivery of the products, provided that Seller has processed and received payment in full for the products.
- 3.2. If between the date of completion of the Agreement and the performance thereof by the Seller, Seller is confronted with circumstances that increase the (cost)price of the product, such as changes in relevant legislation, exchange rates, price increases by Seller’s third party suppliers or service providers, Seller has the right to increase the originally agreed price and invoice this to the Purchaser. If such price increase occurs within three months after the date of the Agreement, Consumer has the right to rescind the Agreement, unless the price increase is the result of a change in legislation, for instance VAT or other price increasing taxes.

4. Consumer rights; distance selling

- 4.1. This provision is solely applicable to Consumers in the event of a distance sale within the meaning of Article 7:46a of the Netherlands Civil Code.

- 4.2. In case of distance selling the Consumer has the right to withdraw from the Agreement within 14 calendar days after receiving the order, by written notification thereof to the Seller.
- 4.3. If the Consumer withdraws from the Agreement in accordance with the above paragraph 4.2, the Consumer shall return the products in the original packaging, unused and for his own costs and risk to the Seller, unless the Seller originally invoiced the costs of sending and delivery to the Consumer. In the latter event, the costs for returning the products will be borne by the Seller.
- 4.4. If the Seller received payment of the purchase price by the Consumer, he shall return such payment at his earliest convenience, though ultimately within 14 calendar days after the Consumer's notification of his withdrawal from the Agreement.
- 4.5. The Seller has the right to reject the returned products wholly or partially if the products have not been returned in the original packaging, have been processed, used and/or damaged. The Seller shall notify the Consumer hereof directly after receipt of the product.

5. Confidential Information

- 5.1. The Seller shall keep confidential all information received from or about the Purchaser in relation to the completion and performance of the Agreement, the Purchaser has marked as confidential or of which the Seller knows or should reasonably know should be treated as confidential. The Seller shall only disclose such confidential information to third parties to the extent this is necessary for the performance of the Agreement.
- 5.2. The Seller shall take all reasonable precautions to keep the confidential information confidential.
- 5.3. Seller is not required to hold confidential any confidential information in the event Seller is legally obliged or ordered by any relevant authority to disclose such confidential information.

6. Terms of delivery

- 6.1. Any agreed delivery times shall not be considered a 'fatal' or strict delivery deadline, unless agreed otherwise. If the Seller does not meet the agreed delivery time, the Purchaser shall notify the Seller thereof in writing and grant the Seller a reasonable time for delivery of the products.
- 6.2. Orders placed by Consumers shall be delivered by Seller within a reasonable time, though ultimately within 30 days after the acceptance of the order by Seller, unless an alternative delivery time has been agreed. If delivery of an order is delayed or if an order cannot be (completely) delivered, Seller shall notify Consumer hereof within 30 days after Consumer has placed the order. In that case the Consumer has the right to cancel the Agreement without any additional costs. Consumer shall not be entitled to any compensation.
- 6.3. After cancellation of the order as provided for in Clause 6.2 above, the Seller shall return any payments received for that order within 30 days after the cancellation.
- 6.4. Seller may deliver the order in two or more partial deliveries and invoice every partial delivery separately.
- 6.5. The risk of damage or destruction of the products will transfer to the Purchaser at the time of delivery. This is when the ordered product has left the Seller's warehouse. If the Purchaser is a Consumer the time of delivery is when the products have been placed under the Consumer's control.
- 6.6. Sending and/or transport of the products at the risk and for the account of the Purchaser in a manner at the Seller's sole discretion. Seller is not liable for any damage whatsoever, to the products or otherwise, in relation to the sending or the transport.

- 6.7. In case of a purchase by a Consumer, the sending and transport is at Seller's risk but the costs therefor shall be borne by the Consumer.
- 6.8. Delivery shall only be performed if the Purchaser is at a minimum of 18 years of age.

7. Complaints and return of products

- 7.1. The Purchaser shall check the received products directly upon receipt of the delivery conformity with the order and for visible damage or defects, or deviations in numbers on the packaging bill. Purchaser shall notify Seller of any damages, defects or deviations in the products within two working days after receipt of the products, directly followed by a written confirmation of that notification to the Seller. In case of failure by Purchaser to timely notify the Seller as described in this Clause, the products shall be deemed to have been received in good order and in conformity with the packaging bill.
- 7.2. Any other damage or defect to the products shall be notified to the Seller directly after discovery thereof. Any consequences of a failure to timely notify the Seller, shall be for the Purchaser.
- 7.3. In case of a failure by Purchaser to notify the Seller in the manner described above in clauses 7.1 and 7.2, Purchaser cannot call upon any warranty by Seller.
- 7.4. Purchaser's timely notification of any complaints does not suspend Purchaser's payment obligations. This clause does not apply if the Purchaser is a Consumer.
- 7.5. Purchaser is obliged to give Seller the opportunity to investigate the complaint and shall provide to Seller all relevant information for such investigation. If returning the products is required for the investigation, Seller shall bear the costs of such return unless it is determined that the complaint was justified. The risk of transport shall remain for the Purchaser.
- 7.6. Complaints in relation to products that have been altered or processed by the Purchaser after receipt, shall be rejected.

8. Warranties

- 8.1. Seller warrants that the products shall be of a satisfactory quality and fit for their general purpose.
- 8.2. Purchaser is not entitled to invoke the warranty, if:
- 8.2.1. Purchaser has not yet paid the agreed price in full, unless Purchaser is a Consumer;
 - 8.2.2. The Seller has not used or stored the product in conformity with the general purpose of the product or the instructions provided by the Seller.
 - 8.2.3. Purchaser has not stored the product appropriately.
- 8.3. If Purchaser has rightfully invoked the warranty, the Seller shall – in his own discretion and for his own costs – replace or repair the product, give Purchaser a discount on the agreed purchase price or return the full purchase price to Purchaser. In the event of any additional damage as a result of the breach of the warranty, Clause [...] of these terms and conditions shall apply.
- 8.4. If Purchaser is a consumer, for purposes of Clause 8.3, Consumer has the right to choose repair or replacement of the products, unless this cannot be reasonably expected from Seller. In that case, Consumer has the right to rescind the Agreement or to request a discount to the agreed purchase price.

9. Liability

- 9.1. With the exception of explicitly agreed liabilities or the warranty provided by the Seller, Seller shall not be liable for any damages suffered by Purchaser arising from or in connection to the Agreement.
- 9.2. Notwithstanding clause 9.1 above, Seller shall only be liable for direct damages. Any liability of Seller for consequential damage, such as loss of profit or turnover, delays, personal injury or other indirect damages or losses, is explicitly excluded.
- 9.3. Purchaser shall take all reasonable measures to prevent and/or mitigate any damages.
- 9.4. If Seller is liable under these terms and conditions for damages suffered by the Purchaser, Seller's obligation to compensate the Purchaser for those damages shall be limited to the amount that will be paid out by the insurance for those damages. In the event the insurance does not pay out any damages, or the damage suffered is not covered by any insurance, the Seller's obligations to compensate damages is limited to the amount invoiced by the Seller in relation to the products.
- 9.5. Any damages claimed by the Purchaser have to be claimed within six months after the Purchaser became aware of the damages or should have reasonably become aware. In case the Purchaser is a Consumer, the term to claim damages is extended to one year after the Consumer became aware of the damages or should have reasonably become aware of such.
- 9.6. The limitation on liability in this clause do not apply if the damages are a result of the Seller's intent or gross negligence, or if such limitation is in breach of statutory law.

10. Applicable law and jurisdiction

- 10.1. Dutch law applies to the Agreement between Seller and Purchaser, with the exclusion of any provisions of private international law. The Convention on the International Sale of Goods does not apply to the Agree.
- 10.2. In the event any dispute arises from or in connection to the Agreement between Seller and Purchaser, the courts of Rotterdam have exclusive jurisdiction to resolve such dispute.