

D'or to Door

Fine Wine Imports



TERMS & CONDITIONS OF SALE

- 1.**
 - a.** Availability and Vintages contained in the wine list are subject to fluctuation, and stock remaining unsold.
 - b.** D'or to Door Fine Wine Imports (hereinafter referred to as "The Seller") reserve the right to substitute any later vintage.
 - c.** The seller reserves the right to change any prices without notice.
 - d.** The seller reserves the right to accept or refuse any order on the basis of its quotation and in the event of its refusal of any order no damages or expenses shall be payable by the seller.
- 2.**
 - a.** All goods are due for payment on the terms agreed between the seller and the customer.
- 3.**
 - a.** 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.
 - b.** The goods shall be at the buyer's risk on any movement of goods arranged by the buyer's carrier.
 - c.** All claims for short delivery, breakages or damages must be signed for and notified by telephone on the day of delivery and confirmed in writing within three days.
- 4.**
 - a.** The risk in the goods passes to the customer upon delivery.
 - b.** Title in the goods is retained by the seller until full payment is made of any sums owing to the seller.
 - c.** Title in the goods cannot pass to any third party until full payment has been made to the seller.
- 5.**
 - a.** 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 goods to the buyer, howsoever caused.
 - b.** These terms shall be subject to and interpreted in accordance with English law. The placing of any order by the buyer implies acceptance of these terms and conditions.
 - c.** The terms of the seller shall in every case take precedence over any terms of purchase purported to apply by the buyer.

4th June 2008