

Barrel & Brae Ltd – Terms & Conditions of Sale

Barrel & Brae Ltd

147a High Street, Waltham Cross, England, EN8 7AP

Email: accounts@barrelandbrae.com

Terms & Conditions of Sale

These Terms & Conditions apply to all sales of Scotch whisky casks by Barrel & Brae Ltd (“the Seller”) to private clients (“the Buyer”). By signing or accepting these terms, the Buyer agrees to the following conditions:

1. Payment Terms

The Buyer agrees to pay the full invoice amount within seven (7) calendar days of the invoice date. Late payments must be agreed in writing in advance and may be subject to interest or administrative fees.

2. Quantity and Description

The Seller agrees to sell and transfer under bond the number of whisky casks specified in the invoice. Each cask will be clearly identified by a unique cask number and described by its key specifications (distillery, AYS, cask number, OLA/RLA, cask type, location, price).

Errors & Omissions: Any errors or omissions in cask specifications on the invoice (including those originating from our suppliers) may be corrected by Barrel & Brae Ltd. The Buyer acknowledges that we cannot be held legally liable for such errors and that corrections may be made at our discretion.

3. Price

The price per cask is listed on the invoice. The price reflects cask cost only and does not include any taxes, duties, or additional costs, as all casks are sold ex-works under bond.

4. Delivery and Transfer of Ownership

Ownership transfers via a Delivery Order once:

a) Full payment of all outstanding invoices relating to the cask has been received, including the cask invoice, transport invoice (if applicable), storage/rental invoices (if applicable), and warehouse dispatch/receiving charges (if the cask is stored at a warehouse other than Castlelaw).

The Buyer is responsible for bonded storage fees, insurance, and any delivery/warehouse handling costs after transfer.

5. Inspection and Acceptance

The Buyer shall have a reasonable period to raise concerns regarding the cask upon issuance of the Delivery Order. If no concerns are raised, the cask is considered accepted as described.

6. Title and Risk

Title and legal ownership pass upon issuance of the Delivery Order. All risk of loss, damage, or deterioration thereafter is the Buyer’s responsibility.

7. Storage and Handling

The Buyer must store and handle casks according to UK regulations and bonded warehouse rules. Storage rent, insurance, re-gauging, or re-racking costs are the Buyer's responsibility.

8. Additional Costs

Whisky cask ownership may involve additional costs including:

- Ongoing bonded storage fees
- Insurance premiums
- Transport/relocation fees
- Sampling charges
- Re-gauging/re-racking fees
- Bottling costs (duty, VAT)
- Labelling and packaging design fees

These costs are not included in the purchase price.

9. Bottling & Compliance

If bottling a cask:

- Buyer must use licensed facilities
- Obtain Scotch Whisky Association (SWA) approval for labels/designs
- Pay duty, VAT, and all bottling costs
- Ensure legal compliance for resale, personal use, or export

10. Warranty

Barrel & Brae Ltd warrants that cask(s) sold are free from material defects and match specifications at the time of sale. No warranty is made regarding taste, ageing performance, future value, or future quality.

11. Force Majeure

Barrel & Brae Ltd is not liable for delays or failures caused by circumstances beyond reasonable control (acts of God, fire, flood, war, strikes, pandemics, government action, etc.).

12. Indemnification

The Buyer agrees to indemnify and hold harmless Barrel & Brae Ltd from claims, losses, or liabilities arising from the Buyer's use, handling, resale, bottling, storage, or transfer of the cask.

13. Limitation of Liability

Barrel & Brae Ltd's total liability for any cask is limited to the original purchase price paid by the Buyer. We are not responsible for any loss of value, loss of alcohol (OLA/RLA), or any other indirect or consequential losses, including potential investment losses or market fluctuations.

14. Cask Resale & Restrictions

- Casks are not sold as investments
- Sold ex-works, under-bond
- May be resold on overdue invoices
- Barrel & Brae Ltd is the Single Point of Contact (SPOC) until cask is transferred via Delivery Order

15. Deposits

Deposits are strictly non-refundable.

16. Governing Law

These terms are governed by and construed in accordance with the laws of England and Wales. All disputes fall under the exclusive jurisdiction of the English courts.

17. Barrel & Brae Ltd Role & Risk Disclosure

- Barrel & Brae Ltd acts solely as broker and supplier.
- We provide cask access, bonded transfers, and logistical support.
- We do not provide financial, tax, investment, or legal advice.
- Returns are not guaranteed; cask value may rise or fall.
- Buyer is responsible for resale decisions and outcomes.
- Professional advice should be sought independently before purchase.

18. Acknowledgment and Acceptance

By signing or accepting electronically, the Buyer confirms understanding and agreement to all terms.

Buyer Name: _____

Signature: _____

Date: _____