

Cytise Distribution Limited

Terms and Conditions of Sales

These Terms and Conditions (“T&C”) apply to all sales and supply of wines (“Goods”) by Cytise Distribution Limited (“Company”, “We”, “Us” or “Our”) to you (“Clients”) and shall prevail over any other terms and conditions.

Prices & Vintages

All prices and vintages shown in the catalogue are subject to availability and could change without prior notice.

Quotation

Quotations issued by the Company are valid for the period stated. If a validity is not stated in a quotation, the default valid period of a quotation is 1 month.

Purchase Order

A Purchase order (“Order”) is an offer from Client to purchase the Goods in accordance with these T&C. The Company reserves the right to reject any Order at its discretion. Confirmed Orders may not be varied or cancelled by Client without our prior approval.

Invoices

We will issue an invoice with each confirmed Order. The duplicated copy of invoice or a delivery note must be signed and stamped with Client's company chop to confirm the receipt of delivery. Please note that the chop must correspond to the Account/client's name for verification.

Delivery

Orders of HKD\$1200 or more (per delivery address) are delivered free of charge. The minimum free delivery amount is based on full case orders. We may, however, accept mixed case orders by prior agreement.

Additional fees will be charged to Client for necessary parking and when no elevator is available.

For orders under the minimum free delivery amount, a delivery charge of \$150 will apply per delivery address. Clients will also bear the additional fees incurred from necessary tunnels, parking fee, and when no elevator is not available.

The Company will make our best effort to deliver at the Client's desired date and time. The time of delivery will be at the Company's discretion.

Payment Terms

Unless credit terms have been agreed by the Company in advance, payments are on “collect on delivery” basis, or by bank transfer to the Company's designated bank account BEFORE delivery. Cheques must be made payable to “Cytise Distribution Limited”. A copy of the bank receipt must be provided to the Company before the delivery.

Credit terms will be at the Company's absolute discretion. We reserve the right to withdraw or amend the credit terms at any time.

A monthly statement of account can be issued to Clients. Credit amounts need to be settled within agreed credit period. A finance surcharge may be applied to any overdue amount at a monthly rate of 2%.

Return, Refund or Replacement

Please inspect the Goods at delivery and Clients accept the conditions of the Goods when a delivery is confirmed with a company chop or authorized signature. However, in case of breakage of goods occurred during the transport from the warehouse to Client's address, please report to Us immediately.

If a wine is corked or defective, please report to Us immediately.

The company may at its absolute option, provide a replacement on the defective wine, provided the following conditions are satisfied:

- The defect is caused by the Company,
- Client notifies us within 1 day (24 hours) after the bottle is opened.
- The bottle should be returned to Us with at least two-thirds of the wines inside, so that we can analyse the problem.
- Client provides a valid original invoice of the wine
- Client is able to show that the wine has been stored appropriately during the whole period
- Such wine must be below HKD\$750 per bottle and be less than 10 years old.

The Company will inspect the alleged defective Goods in good faith but the Company reserves its right for final decision. If Goods are found to be defective, the Company may at its absolute option, provide a replacement of the defective Goods.

If a replacement is not possible, which may due to the shortage of stock, the Company will refund the value of the Goods purchased.

On the other hand, if The Client rejects some goods for no valid reason, a penalty charge of HK\$2500 will be applied.

Governing Law

These T&C are governed by and shall be constructed in accordance with the laws of the Hong Kong Special Administration Region.