General Terms and Conditions of Sale

Celebration Drinks Ltd · Version 1.4 · November 2026

Celebration Drinks Ltd sells to trade customers only. These terms apply to every sale of Celebration Drinks Ltd's own products. Co-packing, contract bottling and contract manufacturing services are covered by our separate Co-Packing Terms and Conditions.

Key terms at a glance

- **These terms apply to every order.** Your own purchase terms do not apply unless a CDL director agrees in writing.
- **Collection or delivery.** Goods are supplied Ex Works from our site unless your order confirmation says delivered. Risk passes on collection or, for delivered orders, on delivery.
- **Check on arrival.** Note any damage or shortage on the delivery note, and tell us in writing within 48 hours. Tell us about any other problem within 14 days of finding it.
- **Store properly.** Keep products cool, dry and out of direct sunlight. We are not responsible for problems caused by storage or handling after the goods leave us.
- **Payment.** New customers pay before collection or delivery. Credit customers pay within 30 days. You may not hold back or deduct payment because of a complaint.
- **We own the goods until you pay.** Title stays with CDL until every amount you owe us is paid in full.
- **Our liability is limited** to replacing the goods or refunding their price. We are not liable for lost profit, lost sales or other indirect loss.
- **Alcohol.** You are responsible for holding the licences needed to sell alcohol, and for selling it lawfully.

Part 1: Basis of contract and orders

1. Definitions

1.1 "CDL" means Celebration Drinks Ltd. "Customer" means the business buying the Goods. "Goods" means the products CDL sells to the Customer. "Order" means the Customer's order for Goods, however placed. "Contract" means the contract for each Order, made on these Terms.

2. Basis of contract

2.1 These Terms apply to every quotation, Order, sale and delivery by CDL. They apply in place of any terms the Customer puts on a purchase order, email, supplier form or other document, unless a CDL director agrees otherwise in writing.

2.2 These Terms are published on CDL's website, referred to on CDL's quotations, order confirmations and invoices, and available on request. The version that applies is the one published on the date of CDL's order confirmation.

2.3 These Terms, CDL's order confirmation and any written variation signed by a CDL director are the whole agreement. The Customer has not relied on any statement, sample, brochure, website, social media post, tasting note or comment by CDL staff that is not written into them. Nothing in this clause limits liability for fraud.

2.4 **Course of dealing.** Once the Customer has been told about these Terms (for example on a quotation, order confirmation, invoice, email or credit account form), they apply to every later Order, even if a particular Order or document does not refer to them.

2.5 The Customer confirms that CDL has drawn its attention to clauses 6.4 (no set-off), 9 (time limits for claims), 11 (retention of title) and 15 (limits on liability), and that it has had the chance to read them and take advice before ordering.

2.6 **Trade sales only.** CDL sells only to businesses. The Customer confirms it is buying in the course of its business, for resale or business use, and not as a consumer. CDL may refuse any Order it reasonably believes is from a consumer.

3. Orders

3.1 An Order is an offer to buy. A Contract is made only when CDL confirms the Order in writing, or when CDL despatches or makes the Goods available for collection, whichever is first.

3.2 Placing an Order, or accepting or paying for Goods, means the Customer accepts these Terms.

3.3 Orders may not be cancelled or changed once confirmed without CDL's written agreement. If CDL agrees, the Customer pays any costs CDL has incurred.

3.4 Quotations are valid for 30 days and depend on stock being available.

4. Description of the Goods

4.1 The Goods will match the description on CDL's current product information or price list. Wine, cider and other fermented drinks are natural products. Taste, colour, sweetness, sediment, carbonation and appearance may vary slightly between batches and vintages, and this is not a defect.

4.2 Samples, tasting notes, images and descriptions show the general character of the Goods only. Goods are not sold by sample.

4.3 CDL may change the vintage, packaging, closure, label design or carton size of any product without notice, as long as the product remains substantially the same.

Part 2: Prices and payment

5. Prices and duty

5.1 Prices are as shown in CDL's price list or quotation at the date of the order confirmation. Unless stated otherwise, prices include UK Alcohol Duty and exclude VAT, delivery and packaging charges such as pallets.

5.2 If Alcohol Duty, VAT or another tax changes before despatch, CDL may change the price to reflect it.

5.3 Goods sold duty-suspended or for export are priced without duty. The Customer must give CDL the HMRC approvals and movement details CDL needs, and is liable for any duty, penalty or interest if the Goods do not reach their declared destination.

6. Payment

6.1 New customers, and customers without an approved credit account, pay in full before collection or delivery.

6.2 Credit customers pay each invoice within 30 days of its date, or any other period CDL agrees in writing. CDL may set or change a credit limit, and may withdraw credit at any time.

6.3 Payment is made only when CDL receives cleared funds. Time for payment is essential.

6.4 **No set-off or withholding.** The Customer must pay every invoice in full by its due date. It may not deduct, withhold or set off any amount because of a complaint, a claim, a credit it expects or a dispute, about that Order or any other.

6.5 If any payment is late, CDL may: charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (currently 8% a year above the Bank of England base rate, plus fixed compensation per invoice); recover its reasonable debt recovery costs; stop or hold deliveries; cancel credit; and treat every unpaid invoice as due straight away.

6.6 **How payments are applied.** CDL may apply any payment it receives to any invoice or amount the Customer owes, in any order CDL chooses, whatever the Customer says the payment is for.

6.7 Payments must be made in pounds sterling, by bank transfer, with no deduction for bank charges or currency costs.

6.8 CDL may run credit checks on the Customer and its directors, and share payment information with credit reference agencies, credit insurers and debt collection agencies.

6.9 CDL may at any time ask for payment in advance, a deposit, a lower credit limit or other security (such as a director's guarantee) before accepting or despatching any Order, if it reasonably believes the Customer's credit risk has changed.

Part 3: Collection, delivery and risk

7. Collection (the default)

7.1 Unless the order confirmation says the Goods will be delivered, they are supplied **Ex Works (EXW), CDL's site, Incoterms® 2020**.

7.2 The Customer must collect within 7 days of being told the Goods are ready. After that CDL may charge storage, and the Goods are held at the Customer's risk.

7.3 Risk passes to the Customer when the Goods are collected, or 7 days after the Customer is told they are ready, whichever is first. If CDL staff help load the vehicle, they do so as the Customer's agent and at its risk.

7.4 The Customer's driver must check the Goods and sign CDL's collection note. A signed note, or loading without written comment, is conclusive evidence that the Goods were complete and in good condition when collected.

8. Delivery (where agreed)

8.1 Where the order confirmation says the Goods will be delivered, CDL will deliver to the address given, and risk passes when the Goods are unloaded there. If CDL agrees to hand the Goods to a carrier the Customer has chosen, risk passes on loading.

8.2 Delivery dates are estimates. CDL is not liable for late delivery, and the Customer may not cancel for delay unless it is more than 30 days late and the Customer has given CDL written notice.

8.3 The Customer must make sure someone is there to receive the Goods, with suitable access and unloading facilities. A failed delivery may be charged for.

8.4 CDL may deliver in instalments, and each instalment is a separate contract. A problem with one instalment does not let the Customer cancel the others.

9. Checking the Goods

9.1 The Customer must check the Goods on collection or delivery. Any damage, breakage, leaking, wet or crushed cartons, or shortage must be noted on the delivery or collection note, with photographs if possible, and confirmed to CDL in writing within 48 hours.

9.2 Any other problem must be notified in writing within 14 days of the Customer finding it, and in any case before the best-before date. The notice must include the product, batch code, quantity, photographs and a description of the problem.

9.3 If the Customer does not notify CDL within these periods, the Goods are treated as accepted and CDL has no liability for the problem.

9.4 The Customer must keep affected Goods unopened and stored properly until CDL has had a fair chance to inspect them, within 14 days of the notice.

10. Returns

10.1 Goods may not be returned without CDL's prior written agreement and a returns reference.

10.2 CDL does not accept returns of Goods that conform to the Order, including slow-selling stock, overstocks or Goods ordered in error, unless it agrees in writing. Any agreed return may carry a handling charge of up to 25% of the price.

10.3 Agreeing to take Goods back for inspection is not an admission that they are faulty.

Part 4: Retention of title

11. CDL owns the Goods until it is paid

11.1 Even after delivery and the passing of risk, ownership of the Goods stays with CDL until CDL has received payment in full, in cleared funds, for those Goods **and for every other amount the Customer owes CDL on any account**.

11.2 Until ownership passes, the Customer must:

- hold the Goods as CDL's bailee, on CDL's behalf;
- store them separately from other goods, so they can be identified as CDL's property;
- not remove, cover or alter any marking or packaging on them;
- keep them in good condition and insured for at least their full invoice price against all usual risks, with CDL's interest noted on the policy, and show CDL the policy on request; and
- tell CDL straight away if any of the events in clause 11.5 happens or is likely.

11.3 The Customer may resell the Goods in the ordinary course of its business before ownership passes. If it does, it sells them as principal, and holds the proceeds of sale on trust for CDL, kept separate from its other money, up to the amount it owes CDL.

11.4 Any insurance money for loss of or damage to the Goods before ownership passes is held on trust for CDL, and the Customer will pass it to CDL on request.

11.5 The Customer's right to resell or use the Goods ends straight away if: any payment to CDL is overdue; the Customer becomes insolvent, enters administration, liquidation, a company voluntary arrangement or any arrangement with its creditors, or has a receiver appointed; it stops or threatens to stop trading; or CDL reasonably believes any of these is about to happen.

11.6 After that, CDL may ask the Customer to return the Goods, and if it does not, CDL and its agents may enter any premises where the Goods are kept to recover them. The Customer gives CDL permission to do this, and must make sure any landlord or third party allows it.

11.7 CDL may sue for the price of the Goods even though ownership has not passed.

11.8 If Goods are opened, mixed or used so they can no longer be identified, CDL's rights extend to the proceeds and to any insurance money for them.

11.9 **No charges over the Goods.** Until ownership passes, the Customer must not pledge, charge, mortgage or give anyone else any security over the Goods. If it does, all amounts it owes CDL become due straight away.

11.10 **Right to inspect.** Until ownership passes, CDL and its agents may, on reasonable notice, enter any premises where the Goods are kept to check that they are stored, marked and insured as clause 11.2 requires. The Customer must give CDL a list of unpaid-for Goods it still holds, and where they are, within 2 working days of being asked.

11.11 **Claims passed to CDL.** If the Goods are lost, damaged, stolen or sold before ownership passes, the Customer must, if CDL asks, transfer to CDL its right to claim against its insurer, a carrier or any buyer for their value or price, and give CDL any help needed to make that claim.

11.12 **Resale of recovered Goods.** CDL may sell or otherwise deal with any Goods it recovers. It will use the money first to pay its costs of recovery, storage and sale, then to pay what the Customer owes, and will pay any surplus to the Customer. The Customer remains liable for any shortfall.

11.13 **Costs.** The Customer will pay all CDL's costs (including legal costs) of enforcing its rights under this clause 11.

11.14 **Lien.** CDL may hold on to any Goods or other property of the Customer in its possession until every amount the Customer owes CDL is paid. If an amount is still unpaid 30 days after CDL gives written notice that it intends to sell, CDL may sell those Goods or that property and use the money as set out in clause 11.12.

11.15 This clause 11 continues to apply after any Contract has ended.

Part 5: Quality, storage and liability

12. What CDL promises about the Goods

12.1 When risk passes, the Goods will match their description, be of satisfactory quality and be fit to drink up to their best-before date, if stored and handled as clause 13 requires.

12.2 CDL gives no other promise about the Goods, including about taste preference, consumer acceptance, sales or suitability for any particular market, event or purpose that has not been agreed in writing.

13. Storage and handling

13.1 The Customer must store and transport the Goods somewhere cool, dry and dark, away from direct sunlight, heat sources and freezing, ideally between 5°C and 18°C, and handle them so bottles, closures and cartons are not damaged. Sparkling products are under pressure and must not be dropped, shaken or overheated.

13.2 Cold or chilled Goods will form condensation when they move into warmer air. The Customer must let them acclimatise and keep cartons dry.

13.3 CDL is not responsible for any problem that arises after risk passes, including deterioration, loss of carbonation, cork or closure failure, oxidation, mould on bottles or packaging, damp or collapsed cartons, or label damage, unless the Customer proves the cause existed before risk passed.

13.4 Natural sediment, tartrate crystals, small variations in fill level within legal tolerances, and changes in taste as a product ages are not defects.

14. If Goods are faulty

14.1 If the Customer notifies a problem under clause 9 and CDL finds, after inspecting the Goods and checking its retained samples and batch records, that the Goods did not meet clause 12 when risk passed, CDL will, at its choice, replace the faulty Goods or refund or credit their price.

14.2 This is the Customer’s only remedy for faulty Goods.

14.3 Consumer comments, online reviews and retailer feedback are not, on their own, evidence that Goods are faulty.

14.4 CDL’s retained samples and batch records will be accepted as evidence of the condition of a batch when it left CDL, unless the Customer proves otherwise.

15. Limits on liability

15.1 CDL’s total liability arising out of or in connection with any Order, whether in contract, negligence or otherwise, is limited to the price of the Goods in that Order.

15.2 CDL is not liable for any of these, whether direct or indirect: loss of profit, revenue, sales, business, contracts or goodwill; damage to brand or reputation; amounts the Customer owes its own customers; marketing, event or promotion costs; storage, transport or disposal costs; management or staff time; or any indirect or consequential loss.

15.3 Nothing in these Terms limits liability for death or personal injury caused by negligence, for fraud, for breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title), or for anything else the law does not allow to be limited.

15.4 Any claim against CDL must be started within 12 months of the date risk passed.

Part 6: Alcohol, resale and general

16. Alcohol and resale

16.1 The Customer confirms it holds, and will keep, every licence, registration and approval needed to buy, store and sell alcohol, including any premises licence and, for wholesale buyers, an Alcohol Wholesaler Registration Scheme (AWRS) number. CDL may ask for evidence and refuse to supply without it.

16.2 The Customer is responsible for selling the Goods lawfully, including age checks, and for any labelling, translation or legal requirements in any country outside the UK where it sells them.

16.3 The Customer must not sell Goods past their best-before date, or repackage, relabel or alter them, without CDL's written consent.

16.4 The Customer may use CDL's product names and images only to sell the Goods, and must not use them in a way that could harm CDL's reputation.

16.5 The Customer will indemnify CDL against any fines, claims, losses and costs (including legal costs) arising from the Customer's breach of this clause 16, or from how the Customer stores, handles, markets, labels or sells the Goods.

17. Withdrawals and recalls

17.1 If CDL needs to withdraw or recall any Goods, the Customer will co-operate, stop selling the affected batch, keep records of where it sold the Goods, and help trace them. CDL will cover reasonable direct costs of a recall caused by CDL's fault, within the limit in clause 15.1.

18. Events outside CDL's control

18.1 CDL is not liable for delay or failure caused by events outside its reasonable control, including equipment or utility failure, shortages of materials, poor harvests, extreme weather, illness, strikes, carrier failure or government action.

19. Ending a contract

19.1 CDL may cancel or suspend any Order, or stop deliveries, if the Customer does not pay on time, breaches these Terms, or any of the events in clause 11.5 happens. All unpaid invoices then become due straight away.

19.2 The Customer must tell CDL in writing within 7 days of any change in its ownership, control, name, trading address or legal form (for example, a sole trader becoming a limited company). CDL may then review or withdraw credit. Until CDL is told, the original Customer, and any guarantor, stays liable for all Orders.

20. General

20.1 Notices must be in writing, sent by email or post to the other party's usual business address.

20.2 The Customer may not assign or transfer any Contract without CDL's written consent. CDL may assign or transfer any of its rights, including the right to be paid, to anyone, such as a finance, factoring or debt collection company. No one else has any right to enforce these Terms.

20.3 If any part of these Terms is found invalid, the rest continues in force.

20.4 A delay by CDL in enforcing a right is not a waiver of it.

20.5 CDL may update these Terms from time to time. The updated version applies to Orders confirmed after it is published on CDL's website.

20.6 These Terms and any dispute about them are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Trade Credit Account: Acceptance of Terms

To be signed by every trade customer opening a credit account, and by any other customer CDL asks to sign it.

	Customer details
Company name and registration number	
Trading and delivery address	
Premises licence / AWRS number	
Accounts contact (name, email, phone)	
Credit limit requested	
Trade references (two)	

I confirm that I am authorised to sign for the Customer, and that the Customer has received, read and accepts the CDL General Terms and Conditions of Sale v1.4, including in particular: payment in full with no set-off (clause 6.4); the time limits for claims (clause 9); retention of title until all sums are paid (clause 11); and the limits on CDL's liability (clause 15).

Signed: _____ Print name: _____ Position: _____ Date: _____

Director's personal guarantee (required for credit accounts unless CDL agrees otherwise in writing)

In return for CDL opening or continuing a credit account for the Customer, I personally guarantee payment of every amount the Customer owes or will owe CDL, including interest and costs. CDL may claim from me without first claiming from the Customer. This guarantee continues even if CDL gives the Customer more time to pay, changes its credit limit or terms, or the Customer becomes insolvent. I may end it for future orders only by 30 days' written notice to CDL; it still covers everything owed up to the end of that notice. I confirm I have been advised to take independent legal advice before signing.

Guarantor signature: _____ Print name: _____ Date: _____

Home address: _____

Witness signature: _____ Witness name and address: _____

For CDL use: Credit limit approved £_____ Payment terms _____ days Signed: _____ Date: _____