



Terms and Conditions DPF 4 Wines

Please read these terms of sale carefully before placing your order and print a copy of these and your order for future reference. Please note that our FAQs also form part of these terms.

1. Description and price of the goods

- The description and price of the goods you order will be as shown on the DPF 4 Wines Website at the time you place your order. The prices shown on the DPF 4 Wines website are only applicable to sales made through the DPF 4 Wines website.
- The goods are subject to availability. If on receipt of your order the goods you have ordered are not available in stock, DPF 4 Wines will inform you as soon as possible, and refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.
- Every effort is made to ensure that prices shown on the DPF 4 Wines website are accurate at the time you place your order. If an error is found, DPF 4 Wines will inform you by email to the address provided in your order form as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel, DPF 4 Wines will refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods, excluding payment-fee.
- In addition to the price, you may be required to pay a delivery charge for the goods, as shown during the checkout process on the DPF 4 Wines website.
- The price of the goods and delivery charges shown during the checkout process are inclusive of VAT where stated.
- Your credit/ debit card details will be encrypted to minimize the possibility of unauthorized access or disclosure. Authority for payment must be given at the time of placing your order.
- All credit and charge card holders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to us, we will not be liable for any delay or non-delivery. In addition, in the interests of preventing fraudulent use of credit and charge cards, DPF 4 Wines may validate the names and addresses supplied during the order process against commercially available records (e.g. Electoral Roll data). We may need to contact you by letter, telephone or email to verify details before we are able to dispatch your order.
- Refunds exclude the payment-fee, unless otherwise stated and/or agreed. These are actual costs and will therefore not be refunded.
- If an order has been sent by DPF 4 Wines and the order is returned to DPF 4 Wines, the shipping costs will not be refunded. This is applicable to all reasons in the event of a return, unless otherwise stated and/or agreed. These are actual costs and will therefore not be refunded.

2. Payment

- Payment for the goods and delivery charges can be made by Visa, Mastercard, American Express, iDeal, TransferWise or bank transfer (recommended).

3. Delivery

- The goods you order will be delivered to the address you give when you place your order.
- When placing your order you may wish to contact us with instructions for delivery alternatives in case you are not in.

- All goods must be signed for on delivery by an adult aged 18 years or over.
- If there is no one at the address who is competent to accept delivery of the goods, the recipient will either be notified of an alternative delivery day or be asked to contact the courier to arrange re-delivery.
- If multiple delivery attempts are made to the provided delivery address and a competent recipient is not present to sign for the goods, or no effort is taken by the recipient to contact the courier to arrange re-delivery, the order will be returned to our warehouse. In this instance, a delivery surcharge may need to be paid by the customer in order for the goods to be re-delivered. DPF 4 Wines will contact you and provide you with a quote.
- Every effort will be made to deliver the goods to you as soon as possible, depending on the country it has to be delivered to. In rare cases, this may be as long as 10 working days. A working day is any day other than weekends and Bank or other public holidays.
- DPF 4 Wines will not be liable for any loss or damage suffered by you through any delay in delivery.
- Any shortage in delivery or non-arrival of goods must be reported to DPF 4 Wines within 7 days of the expected delivery date i.e. following email notification that the goods have been dispatched.
- You will become the owner of the goods you ordered and responsible for risk of loss or damage to them once they have been delivered to you.
- Normally, all shipments are without insurance. If the customer pays for a special insurance, by selecting it during the checkout process and/or contacting us before the order is placed, and a defect or damage occurs, the shipment is fully insured and the costs will be refunded. If damage occurs during shipments without the aforementioned insurance, the customer is fully responsible for the damage and the costs will not be refunded, unless otherwise stated and/or agreed. However, DPF 4 Wines offers its full cooperation in the investigation with the shipment companies and will do whatever is in our might to assist you in the process.

4. Storage

Free storage will be offered for the first thirty (30) days upon DPF 4Wines sending a notice of final invoicing to you notifying you that wine products purchased are ready and available for collection. A storage fee will be charged thereafter if DPF 4 Wines does not receive any further delivery instructions from you.

5. Cancellation

- a. Subject to clause 5b, cancellation by you (the customer) will not be accepted and any deposit paid by you will not be refunded by DPF 4 Wines once order for goods have been made, unless a written notice of cancellation is received by DPF 4 Wines at least twelve (12) months prior to the scheduled delivery date and accepted in writing by DPF 4 Wines. Upon the receipt and the acceptance of a valid notice of cancellation, DPF 4 Wines shall arrange for either a refund of, or issue a credit for, the purchase price of the goods to you.
- b. DPF 4 Wines shall not be obliged to accept a notice of cancellation. Any cancellation accepted by DPF 4 Wines is so accepted on the condition that all costs, damages, losses (including loss of profit), charges and expenses incurred by DPF 4 Wines by reason of such cancellation will be fully indemnified and paid by you.

6. Data protection

- DPF 4 Wines will take all reasonable precautions to keep the details of your order and payment secure, but unless DPF 4 Wines is negligent, DPF 4 Wines will not be liable for unauthorized access to information supplied by you.
- DPF 4 Wines will use the information you provide about yourself for the purpose of fulfilling your order. DPF 4 Wines would like to notify you of products and offers that may be of interest to you from time to time, and if you would not like to be notified of these, please email danieltrouwen@dpf4wines.com information about you, or ask for information about you to be deleted, by giving written notice to DPF 4 Wines at danieltrouwen@dpf4wines.com.

7. Limitation of Liability

- DPF 4 Wines shall not be liable to you for ullages of for any deterioration in the condition of any wine products (which can occur naturally to all wines products no matter how well cared for).

- DPF 4 Wines shall not be liable to you for any claim (whether arising in or for contract, tort (including but not limited to negligence), breach of statutory duty, misrepresentation (other than fraudulent or negligent misrepresentation) or otherwise) under or in connection with these Terms and Conditions for:
 - a. Any economic losses (including but not limited to loss of profit, revenue, anticipated savings, business or contract);
 - b. Any loss of goodwill or reputation; or
 - c. Any special, indirect or consequential loss.
- The sole liability of DPF 4 Wines in respect of or in connection with the goods under or in connection with any contract (save in the case of death and personal injury) shall be limited to the price of the goods paid or payable by you.
- You agree to indemnify DPF 4 Wines against all costs, expenses, losses, and damages incurred by DPF 4 Wines as a result of breach of any of these Terms and Conditions.

8. Applicable law

- These terms of sale and the supply of the goods will be subject to Dutch law, and the Dutch courts will have jurisdiction in respect of any dispute arising from the contract.

9. Complaints and Queries

- If you are not happy with any aspect of our service, or if you have any queries or comments, please either email us at danieltrouwen@dpf4wines.com or write to DPF 4 Wines, Heemstedse Dreef 159, 2101 KD Heemstede.

GENERAL WEBSITE TERMS & CONDITIONS

These Terms and Conditions govern your use of the DPF 4 Wines website (the “Company Site”) and your relationship with DPF 4 Wines (the “Company”, “we” or “us”). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms and Conditions, please do not use the Company Site. If you have any questions on the Terms and Conditions, please contact danieltrouwen@dpf4wines.com.

1. Use of the Company Site

- The Company Site is provided to you for your personal use subject to these Terms and Conditions. By using the Company Site, you agree to be bound by these Terms and Conditions. References to these Terms and Conditions include the consumer terms of sale.
- You must be over 18 years old to purchase alcohol from the Company Site.
- All personal details are kept strictly confidential and are not shared with any other party (including those outside of the EEA). As an additional security precaution, we do not store any credit card details on our website.

2. Amendments

- We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of the Company Site. Any changes will be notified to you via the e-mail address provided by you or via a suitable announcement on the Company Site. The changes will apply to the use of the Company Site after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the Company Site. If you continue to use the Company Site after the date on which the change comes into effect, your use of the Company Site indicates your agreement to be bound by the new Terms and Conditions.

3. Registration

- To register on the Company Site, you must be over 18 years of age.
- You must ensure that the details provided by you on registration or at any time are correct and complete.
- You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.

4. Password and security

- When you register to use the Company Site you will be asked to create a password. In order to prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should notify us by contacting danieltrouwen@dpf4wines.com.
- If the Company has reason to believe that there is likely to be a breach of security or misuse of the Company Site, we may require you to change your password or we may suspend your account.

5. Intellectual property

- The content of the Company Site is protected by copyright, trademarks, database right and other intellectual property rights. You may retrieve and display the content of the Company Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Company Site without written permission from the Company.

6. Your use of the Company Site

- You may not use the Company Site for any of the following purposes:
 - Interfering with any other person's use or enjoyment of the Company Site; or
 - Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
- You will be responsible for our losses and costs resulting from your breach of this clause 6.

7. Availability of the Company Site

- Although we aim to offer you the best service possible, we make no promise that the services at the Company Site will meet your requirements. We cannot guarantee that the services will be fault-free. If a fault occurs with the Company Site you should report it to danieltrouwen@dpf4wines.com and we will attempt to correct the fault as soon as we reasonably can.
- Your access to the Company Site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as we reasonably can.

8. The Company's right to suspend or cancel your registration

- We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.
- You can cancel your registration at any time by informing us in writing danieltrouwen@dpf4wines.com.
- The suspension or cancellation of your registration and your right to use the Company Site shall not affect either party's statutory rights or liabilities.

9. The Company's liability

- The Company Site provides content from other Internet sites or resources and while the Company tries to ensure that material included on the Company Site is correct, reputable and of high quality, it does not make any warranties or guarantees in relation to that content. If the Company is informed of any inaccuracies in the material on the Site we will attempt to correct the inaccuracies as soon as we reasonably can
- If we are in breach of these Terms & Conditions, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you use the Company Site. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.
- The Company shall have no liability for any damage or loss resulting from viruses, worms, Trojan horses or other malicious code or the corruption or loss of data or any damage to software or hardware.
- This clause 9 shall not limit or affect our liability resulting from any products sold through the Company Site being found to be unsafe or if something we do negligently causes death or personal injury.

10. Third Party Websites

- As a convenience to customers, the Company Site includes links to other web sites or material which are beyond its control. The Company is not responsible for content on any site outside the Company Site.

11. Advertising and Sponsorship

- Part of the Company Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Company Site complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

12. Applicable Law

- These Terms and Conditions will be subject to the laws of The Netherlands. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within The Netherlands.

13. International Use

- We make no promise that materials on the Company Site are appropriate or available for use in locations outside The Netherlands and accessing the Company Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside The Netherlands, you do so on your own initiative and are responsible for compliance with local laws.

14. Miscellaneous

- You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.
- If you breach these Terms and Conditions and the Company chooses to ignore this, the Company will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.
- The Company shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control.
- The Company Site is owned and operated by DPF 4 Wines; a company registered in The Netherlands under company number **80202837** having its registered office at Heemstede.
- If you have any queries please contact danieltrouwen@dpf4wines.com.

Company Registration No. 80202837

VAT No. NL861587029 B01