**www.LeVinum.com**

**Terms and Conditions**

**Website Usage**

Terms and conditions of the use of the website can be found as part of our Privacy Policy.

**Service & Investment**

Terms and conditions of service and/or investment are supplied as part of the client registration process. A copy of these terms and conditions can also be requested by contacting a member of our team using the page - Contact.

**Retail & Sales Terms**

**General**

These terms and conditions (“terms”) apply to all wine and spirit sales by LeVinum OÜ (“we” or “us”) to you the customer (“you”) and are applicable to all sales contracts (“order”) confirmed via, but not limited to; email, telephone, instant message or via our customer portal.

We consider any confirmation of any order acceptance of these terms and conditions.

These terms specifically apply to all orders relating in part or wholly to consumption of wine and/or spirits, for both private and trade customers.

We reserve the right to amend these terms and conditions at any time and any such amendments will take effect once published via our website. It is your responsibility to read and understand these terms and conditions on each occasion ahead of confirming any order.

**Sales**

All orders are subject to the relevant law of Estonia. All purchasers must be 18 years or over. International customers must additionally be of the prescribed age for purchasing alcohol in the relevant jurisdiction where goods are received.

An order is placed at the point we issue an invoice for a purchase confirmed by a customer by means outlined in section 1.1. Any confirmation is considered acceptance of these terms.

All orders will include the applicable taxes to the relevant jurisdiction(s) for that sale, at the prevailing rate.

Up to the point of delivery, we reserve the right to cancel any order where;

Wines and/or spirits ordered are found to be in condition not in keeping with the agreed or assumed condition at the time of order. We deem the stock to be of any risk to our reputation or that of the producer.

**Payment Terms**

The payment will be due upon receipt of invoice, unless otherwise formally agreed. Trade accounts are payable prior to transfer/delivery/export of goods unless otherwise formally agreed. We reserve the right to charge a cancellation fee (up to 50% of invoice value or actual losses incurred by us).

We reserve the right to use any funds held on account to cover, in part or in full, any overdue invoices.

We reserve the right to withhold any wines and/or spirits stored on your behalf in our warehouse(s), including long-term private reserves, for non-payment of any invoice. This applies to invoices for goods and/or services.

**Cancellation**

As a private customer, you have a right to cancel your order in 14 days after we have confirmed that goods have paid. Your order can be cancelled within 14 days from receipt of goods, by informing LeVinum’s with contact form or with e-mail. LeVinum’s team member will provide further information on completing the cancellation.

Cancellation will only be applicable to unopened goods. At our discretion we may offer a reimbursement factoring in any perceived loss of value due to any handling by you.

You will be responsible for all costs associated with returning wines and/or spirits.

**Delivery**

“Delivery” (including, but not limited to; deliveries to an address, releases for collection, transfers between warehouses and exports) will be charged at cost. Free deliveries and/or agreed order thresholds for free deliveries may be offered at our discretion.

Our obligations to deliver wines begin only once full settlement is made for wines and/or spirits specified on the invoice.

Any provided delivery dates are estimates only and we/our transport providers do not guarantee to meet any delivery date unless otherwise specifically agreed.

**Provenance & Quality Control**

We make best endeavours to ensure that all wines and/or spirits offered by us are of the best possible provenance and have benefitted from optimal storage prior to our acquisition. As such, we purchase only from suppliers who have undergone and passed our internal due diligence process and refrain from the purchase of stock with ‘strip’-labels identifying previous export to The Americas and/or Asia, unless exceptionally specified in our offering or offered via our offices in such geographical regions.

With regards to older, particularly rare or particularly high-value wines and/or spirits, we make reasonable endeavours to verify provenance of such products but we are unable to guarantee authenticity. Despite improving technology and methods, inspecting wines and/or spirits for authenticity often remains subjective and therefore impossible to establish definitively. Any information we are able to provide pertaining to the provenance of specific wines cannot be guaranteed or warranted by us in any way.

It is understood that wines may suffer from cork taint (TCA), premature oxidation, fatigue and/or other ‘faults’. While best effort is made to identify such faults by us, many remain undetectable until opening of the bottle and we cannot be held under any obligation to replace affected bottles or offer compensation where such faults are found to exist after delivery.

At our discretion, we may contact a producer to the return of bottle(s) suspected of containing certain faults.

We endeavour to deliver all bottles in the condition in which they are offered and use only recommended specialists for the transportation of wines and/or spirits (where possible). Insurance is compulsory for deliveries to customers and will cover customers for damage or loss caused by the transporter or arising during transport. There is no coverage for conditions during transport and while secure packaging will be chosen and optimum temperature and other weather-related conditions will be identified ahead of dispatch, we cannot guarantee the quality of the contents within the bottle.

We recommend all wine and/or spirits be allowed time to rest after transport, that time recommended increasing with the age of the product. We are able to provide additional advice and information on the opening of older bottles upon request.

**Liability/Force Majeure**

We will not be liable for any failure to meet any agreed or perceived obligations as a result of circumstances beyond our reasonable control.

Any liability in connection with the sale of wines and/or spirits will be limited only to the agreed order price paid by you, as invoiced by ourselves.

**Disclaimer & Copyright**

Past performance is not necessarily indicative of future performance and any references to speciﬁc stocks must be assessed by the potential investor. Investment advice is based on information taken from trade services and in-house statistics, and other sources, which LeVinum OÜ believes to be reliable. Trading advice reﬂects our judgment at a speciﬁc time and there is no guarantee of results. All material contained within this document is intellectual property of LeVinum OÜ and should not be reproduced or copied under any circumstances without consent.

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