



CASK OFFERS

TERMS AND CONDITIONS



Terms and Conditions of Sale

1. INTRODUCTION

- 1.1 These terms and conditions (the 'Conditions') govern the contractual relationship between **Boann** Distillery (hereinafter referred to as '**Boann**') and you, as purchaser (hereinafter referred to as '**the Purchaser**') in the sale and purchase of New Make Spirit under the **Boann** Cask Offer, Portfolio Offer or Distiller's Cask Selection Offer (each as defined below) (the '**Contract**').
- 1.2 Please read these Conditions carefully before submitting an Order to **Boann**. The Order constitutes an offer by the Purchaser to purchase one or more of the **Boann** Cask Offers in accordance with these Conditions. These Conditions tell the Purchaser who **Boann** is, how **Boann** will provide the products to the Purchaser, how the Purchaser and **Boann** may change or end the contract and other important information.
- 1.3 The Purchaser may contact **Boann** by telephoning **Boann's** customer service team at +353.41.9878078 Ext. 100/107/112 or by contacting **Boann** at hello@BoannDistillery.ie or by writing to 'Cask Offer', **Boann** Distillery, Lagavoreen, Platin Road, Drogheda Co. Meath A92 X593.
- 1.4 If **Boann** has to contact the Purchaser **Boann** will do so by telephone or by writing to the Purchaser at the email address or postal address the Purchaser has provided to **Boann** with the Order.
- 1.5 Both **Boann** and the Purchaser accept these Conditions unreservedly. These Conditions are the only conditions that govern the contractual relationship between **Boann** and the Purchaser for the sale of casks as part of the **Boann** (i) Cask Offer, (ii) Portfolio Cask Offer or (iii) Distillers Cask Selection Offer (together '**Boann Cask Offers**') and replaces all other conditions, except in the case of any prior express written agreement. By confirming the Purchaser's Order to **Boann** the Purchaser unreservedly accepts these Conditions.
- 1.6 These Conditions are important to the Purchaser and **Boann** as they have been constructed to protect the Purchaser's rights as a valued customer and to protect **Boann's** rights as a business and to create an understanding between the parties.
- 1.7 The Contract constitutes the entire agreement

between **Boann** and the Purchaser. The Purchaser acknowledges that the Purchaser has not relied on any statement, promise, representation, assurance or warranty made or given by or on **Boann's** behalf, which is not set out in the Contract.

- 1.8 In the event that the Purchaser is a Syndicate, **Boann** will take instructions from one nominated member of the Syndicate only (the '**Syndicate Representative**') and the Syndicate members hereby confirm and acknowledge that **Boann** is authorised to deal with the Syndicate Representative only on their behalf, and **Boann** does not require the consent or otherwise of any other member of the Syndicate.
- 1.9 The Syndicate members undertake to indemnify **Boann** in full against any action taken by **Boann** at the direction of the Syndicate Representative, (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) which **Boann** may sustain or incur in connection with any action taken in good faith (including any cost incurred in enforcing this indemnity).
- 1.10 Any samples, drawings, descriptive matter or advertising issued by **Boann** and any descriptions of the **Boann** Cask Offers or illustrations or descriptions of the products or services contained on **Boann's** website or brochures are issued or published for illustrative purposes only. They shall not form part of the Contract or have any contractual force whatsoever.
- 1.11 **Boann** has made no representation as to the value of the Cask or the New Make Spirit or Whiskey and the value of the same is not underwritten or guaranteed in any way nor is **Boann** obliged to buy back any of the Cask(s) or any New Make Spirit or Whiskey.

2. BOANN CASK OFFERS

The **Boann** Distillery offers the **Boann** Cask Offers to Purchasers which includes the following; the **Boann** (i) Cask Offer, (ii) Portfolio Cask Offer and (iii) Distiller's Cask Selection Offer, details of which are set out below:

- 2.1 The **Cask Offer** entitles the Purchaser to:
 - Ownership of the New Make Spirit in one or more of the 12 Whiskey Cask types which **Boann**



is offering and is set out in the Order Form. The **Boann** Cask Offer is for a single cask or multiple Casks or a combination of any number of the casks on offer. The Cask(s) may be filled with Irish Single Pot Still or Irish Single Malt New Make Spirit at the Purchaser's selection. The New Make Spirit from the '**Boann**' Distillery will be casked at 63% ABV.

- The Cask(s) will be bonded in a Revenue controlled Bond at the site of **Boann's** Bonding Partner and registered in the name of the Purchaser for the Storage Period to include storage and insurance (in the event of destruction, loss or theft).
 - There is the opportunity to extend the Maturity Period for a further period by agreement with **Boann's** Bonding Partner for an additional cost.
 - **Boann** reserves the right to move the Cask within Ireland as necessary as **Boann** continues to develop its own warehousing arrangements.
 - A **Boann** Certificate of Authenticity and Ownership specifying the Cask number(s), fill date, alcoholic strength expressed in %ABV.
 - In the case of a Syndicate, only one Certificate of Authenticity will be issued to the Syndicate Representative, and it shall be for the Syndicate Representative to inform the other members of the relevant Syndicate.
 - Cask prices are quoted under Bond and excludes any applicable excise duty, VAT or other taxes.
 - The purchaser is solely responsible for any Taxes or other costs incurred in the removal of the Purchasers cask(s) from Bond.
- 2.2 The **Portfolio Cask Offer** entitles the Purchaser to:
- Ownership of the New Make Spirit in one of the 2 Cask types which **Boann** is offering.
 - The Casks will be filled with Irish Single Pot Still. The offer is for 6 casks of 200 Litre Bourbon (1 Pallet) or 5 casks of 250 Litre Oloroso (1Pallet) or multiples thereof The New Make Spirit from the **Boann** Distillery will be casked at 63% ABV.
 - The Casks will be bonded in a Revenue controlled Bond at the site of **Boann's** Bonding Partner and registered in the name of the Purchaser for the Storage Period to include storage and insurance (in the event of destruction, loss or theft).
 - There is the opportunity to extend the Maturity

Period for a further period by agreement with **Boann's** Bonding Partner for an additional cost.

- **Boann** reserves the right to move the Cask within Ireland as necessary as **Boann** continues to develop its own warehousing and bonding arrangements.
 - A **Boann** Certificate of Authenticity and Ownership specifying the Cask number(s), fill date, alcoholic strength expressed in %ABV.
 - In the case of a Syndicate, only one Certificate of Authenticity will be issued to the Syndicate Representative, and it shall be for the Syndicate Representative to inform the other members of the relevant Syndicate.
 - Cask prices are quoted under Bond and excludes any applicable excise duty, VAT or other taxes.
 - The purchaser is solely responsible for any Taxes or other costs incurred in the removal of the Purchasers cask(s) from Bond.
- 2.3 The **Distillers Cask Selection Offer** is an opportunity for the Purchaser to accumulate a vertical collection of a series of in aggregate 10 bottles of Single Pot Still New Make Whiskey from the Distiller's selection of a single Cask each successive year for a period of 10 years. The first year will be a 1 year old new make, the second will be a 2 year old new make right up to a 10year old Irish Pot Still Whiskey.
- 2.4 The New Make/Whiskey will be disgorged and bottled on each anniversary of the first bottle. The price includes excise duty, VAT and delivery anywhere in the Island of Ireland. Delivery outside the island of Ireland will be by arrangement.
- 2.5 The bottles will be 700ml.
- 2.6 The **Distillers Cask Selection Offer** entitles the Purchaser to:
- A **Boann** Certificate of Authenticity in relation to the Purchasers Whiskey and ownership specifying the style of whiskey, the original ABV and a short history of the cask. Each bottle will be separately numbered. In the case of a Syndicate, only one certificate will be issued to the Syndicate Representative, and it shall be for the Syndicate Representative to inform the other members of the relevant Syndicate.
 - Ownership of the vertical collection with a special label for each year.
 - Distiller's notes on the quality of maturation and its development.



2.7 **Boann** will honour the Purchasers Order only while a stock of the single Cask New Make Spirit or Whiskey is available. Where this is not available, **Boann** will inform the Purchaser and retains the right to offer another Spirit of the same style and vintage.

3. ORDERING

3.1 On receipt of; (i) a completed and signed Order Form and (ii) full payment of the Purchase Price from the Purchaser, an Order Confirmation will be provided to the Purchaser. The order shall only be deemed to be accepted when **Boann** issues an Order Confirmation at which point the contract shall come into existence.

3.2 It is the responsibility of the Purchaser to advise **Boann** of any changes in address or other relevant particulars of the Purchaser.

4. QUALITY OR FLAVOUR OF THE WHISKEY OR SPIRIT

4.1 The Purchaser acknowledges that **Boann** does not guarantee the final flavour, quality, grading or other characteristics of the Whiskey or Spirit.

4.2 The Purchaser acknowledges that the value of the Whiskey or Spirit may rise or fall and that **Boann** does not guarantee or underwrite the value of the Whiskey or Spirit nor is **Boann** required to provide any outlet, market or other form of liquidity for the sale of the Whiskey or Spirit.

5. TITLE AND RISK

5.1 On receipt of an Order Form and full payment of the Purchase Price, the Purchaser agrees that all title and risk associated with the Purchaser's Whiskey rests with the Purchaser from the earlier of either; (i) the date of this Contract where the Casks have already been filled; or, (ii) the date the Purchaser's Whiskey Cask(s) are filled.

5.2 **Boann** must be notified in writing at least one month in advance of any proposed transfer of title on the Whiskey by the Purchaser and **Boann** shall have the right of first refusal to purchase the Whiskey, on any proposed subsequent transfer of title on any Whiskey during this notice period.

5.3 The Purchaser's Whiskey Cask will be insured against fire and theft for the agreed duration of their storage in **Boann's** Bonding Partner. In providing insurance **Boann** does not guarantee the adequacy of the cover and it is up

to the Purchaser to assess and provide for any additional cover deemed necessary.

6. AVAILABILITY

6.1 Please note that **Boann** will honour the Purchaser's Order only while Casks and or bottles are available in stock. Where there is stock outage for whatever reason **Boann** will offer an alternative New Make/Whiskey of similar style and vintage. Where such an offer is unacceptable to the Purchaser, **Boann** will refund whatever amounts have been paid on the Purchase. At no time and under no circumstances will the liability of **Boann** extend beyond this amount.

6.2 The Purchaser may not remove the Purchaser's Whiskey from **Boann's** Bonding Partner within the Maturity Period, without the prior written consent of **Boann**.

7. DELIVERY

7.1 In relation to the Distiller's Cask Selection Offer, **Boann** will ensure that each delivery of any bottles of Whiskey or Spirit under the Distiller's Casks Selection Offer is accompanied by a delivery note which shows the date of dispatch from **Boann**, all relevant reference numbers and the type and quantity of the goods.

7.2 **Boann** will deliver each bottle of Whiskey or Spirit (as the case may be) of the Purchaser's Whiskey or Spirit to the location set out in the Order or such other location as the Purchaser may notify **Boann** in writing from time to time ('**Delivery Location**') at any time after it becomes available on the anniversary of the first bottling. The Purchaser shall ensure that there is a person aged 18 years or older available to accept delivery of the Whiskey or Spirit.

7.3 Delivery shall be completed on the arrival of the Whiskey or Spirit at the Delivery Location, whereby title to and any risk associated with the Whiskey or Spirit shall pass to the Purchaser. In the event that a bottle is broken in transit prior to delivery, the Purchaser must promptly notify **Boann** in writing, and no later than seven days after the date of delivery and provided prompt notification is received within the time period stated, **Boann** shall arrange for delivery of a replacement and may request that the Purchaser return the broken bottle of whiskey to the Distillery.

7.4 If the Purchaser fails to accept delivery of



the Whiskey or Spirit within two attempts at delivery, **Boann** shall return the Whiskey or Spirit to **Boann's** premises and attempt to contact the Purchaser by email or telephone to arrange delivery ('**Last Attempt**'). In the event of contact with the Purchaser, any further delivery costs for such re-delivery of the Whiskey or Spirit shall be borne by the Purchaser. If no contact is made on the last attempt **Boann** shall be entitled to dispose or sell the undelivered Whiskey or Spirit as **Boann** may see fit without liability to the Purchaser and **Boann** shall be released from any future liability to deliver the Whiskey or Spirit to the Purchaser for the outstanding portion of the Collection.

8. PRICE AND PAYMENT

- 8.1 The price of the Casks shall be the price set out in the Order Form and Order Confirmation or, if no price is quoted, the price set out in **Boann's** published price list in force as at the date of delivery.
- 8.2 The Purchase Price in relation to the **Boann** Cask Offer and the Portfolio Cask Offer will include:
 - 8.2.1 The New Make spirit filled in the Cask(s);
 - 8.2.2 The Cask;
 - 8.2.3 Transport and warehouse pallet;
 - 8.2.4 Warehousing of the Cask under Bond and insurance while under bond for a period of five (5) years from the date when the Casks are received by **Boann's** Bonding Partner.
- 8.3 The Purchase Price in relation to the Distiller's Cask Selection Offer will include:
 - 8.3.1 In aggregate 10 Bottles of Single Pot Still New Make Whiskey from the Distiller's selection of a single cask, one such Bottle to be delivered each year for a period of ten years;
 - 8.3.2 The Bottle delivered in year 1 will be one year old New Make, the second year will be 2 year old New Make, and so on up to a 10 year old Irish pot still whiskey in year ten.
- 8.4 The Purchase Price for the Cask(s) does not include VAT, customs or excise which will be payable by the Purchaser when the Cask(s) are/is withdrawn from **Boann's** Bonding Partner.
- 8.5 The Purchase Price for the Distillers Cask Selection Offer includes excise duty, VAT and delivery anywhere in the Island of Ireland. Delivery outside the island of Ireland will be by arrangement.

Boann retains the right to seek payment from the Purchaser where duty, VAT or other taxes are not covered by the stated price in the order form due to changes in the relevant legislation.

- 8.6 Payment of the Purchase Price must be made by the Purchaser before the Order Confirmation will be issued.

9. ANGELS SHARE

- 9.1 The Purchaser acknowledges that during the Maturity Period alcohol will evaporate from the Cask at an average annual rate of c. 2% apart from the first year where the normal loss can be closer to 5% (the '**Angels Share**'). Losses in excess of these rates may occur depending on a number of variables. **Boann** does not warrant the accuracy of these estimations of evaporation as set out in this clause.
- 9.2 **Boann** shall have no liability to the Purchaser where the Angel's Share is in aggregate greater than that estimated in clause 9.1.
- 9.3 The number of full bottles of Whiskey comprised in any Cask will depend on the final volume remaining in the Cask net of; (i) of the Angels' Share; (ii) any losses due to sampling; and, (iii) the number of full litres available in the Cask after such deductions.
- 9.4 During the maturation period the newmake spirit/whiskey may also lose ABV. For further information on the definition of Irish Single Pot Still Whiskey the purchaser is advised to familiarise Him/Herself with the 'Irish Whiskey Technical File'.

10. BOTTLING

- 10.1 Where the Purchaser has availed of the **Boann** Cask Offer or Portfolio Cask Offer, this shall not include the cost of any bottling but the Purchaser shall have two options at the end of the chosen Maturity Period:
 - 10.1.1 **Boann** can arrange to have the Purchaser's Whiskey Cask bottled and delivered to them for a charge to be agreed; or
 - 10.1.2 To continue the maturation process and to elect to store the Purchaser's Whiskey for a longer period by arrangement with **Boann's** Bonding Partner, subject to payment of warehouse storage charges ('**Storage Charges**') as shall be agreed with the **Boann's** Bonding Partner.

11. LIMITATION OF LIABILITY

- 11.1 Nothing in these Conditions shall limit or



exclude **Boann's** liability for:

- 11.1.1 Death or personal injury caused by **Boann's** negligence, or the negligence of **Boann's** employees, agents or sub-contractors; or
- 11.1.2 Fraud or fraudulent misrepresentation.
- 11.2 Subject to clause 11.1:
 - 11.2.1 **Boann** shall under no circumstances whatsoever be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss, loss of profit, loss of investment value or any indirect or consequential loss arising under or in connection with the Contract; and
 - 11.2.2 **Boann's** total liability to the Purchaser in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Purchase Price paid by the Purchaser to **Boann**, less the market value of the Whiskey received.
- 11.3 This clause 11 shall survive termination of this Contract.

12. PERSONAL INFORMATION

- 12.1 **Boann** will use the personal information the Purchaser provides to it:
 - 12.1.1 To supply the products to the Purchaser;
 - 12.1.2 To process the Purchaser's payment; and
 - 12.1.3 If the Purchaser agreed to this during the order process, to inform the Purchaser about similar products that **Boann** provide, but the Purchaser may stop receiving these at any time by contacting **Boann**.
 - 12.1.4 **Boann** will only give the Purchaser's personal information to third parties where the law either requires or allows **Boann** to do so.
- 12.2 For more information on **Boann's** privacy policies, please see the Privacy Statement on our website or contact **Boann** at the address given.

13. FORCE MAJEURE

- 13.1 For the purposes of the Contract, a **Force Majeure Event** means an event beyond **Boann's** reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving **Boann's** workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation

or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

- 13.2 **Boann** shall not be liable to the Purchaser as a result of any delay or failure to perform our obligations under the Contract as a result of a Force Majeure Event.
- 13.3 If a Force Majeure Event prevents **Boann** from providing the distilling and/or any other services provided by **Boann** in relation to the distilling for more than six (6) weeks, **Boann** shall, without limiting our other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Purchaser.

14. INTELLECTUAL PROPERTY RIGHTS

'**Boann**' is a registered trade mark and may not be used in any form in any literature or other representation without the permission in writing of **Boann**.

15. TERMINATION

- 15.1 On termination of the Contract for any reason the Purchaser shall immediately pay to **Boann** any outstanding sums due.
- 15.2 Without limiting its other rights or remedies, **Boann** may terminate this Contract with immediate effect by giving notice in writing to the Purchaser if:
 - 15.1.1 The Purchaser commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so.
 - 15.1.2 The Purchaser does not discharge any sums due to **Boann** to include any additional costs associated with the maturation process.
 - 15.1.3 The Purchaser's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

16. GENERAL

- 16.1 **Right to make changes.** **Boann** reserve the right to make changes to the Casks and to these Conditions (i) to reflect changes in relevant laws and Regulatory Requirements; and (ii) to implement minor technical adjustments and improvements.
- 16.2 **Assignment and other dealings.** The Purchaser shall not, without **Boann's** prior



written consent, assign, transfer, charge, sub-contract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract except as already specifically provided for in this Contract. **Boann** may transfer its rights and obligations under these Conditions to another organisation.

16.3 By submitting an Order the Purchaser confirms that they are aged eighteen years and over.

16.4 **Entire Agreement.** This Contract constitutes the entire agreement between the parties and supercedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written, or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

16.5 **Variation.** Save as set out below no variation of these conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.6 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any right or remedy.

16.7 **Severance.** If any provision or part provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but shall not affect the validity or enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 17.7 the parties shall negotiate in good faith to agree a replacement provision that to the greatest extent possible, achieves the intended commercial result of the original provision.

16.8 **Governing law.** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with

the laws of Ireland.

16.9 **Jurisdiction.** Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

17. DEFINITIONS

- **'Boann'** means Harvest Distilling and Brewing Limited, incorporated and registered in Ireland with company number 540129 whose registered office is at Lagavooren, Platin Road, Drogheda, Co. Meath, Ireland A92 X593.
- **'Boann's Bonding Partner'** means (i) such third party bonded warehouse provider as **Boann** may at its absolute discretion select from time to time and (ii) any bonded warehouse selected by **Boann** from time to time.
- **'Bond'** means the bonded warehouse facility provided by **Boann's** Bonding Partner.
- **'Boann Cask Offers'** means the **Boann** (i) Cask Offer (ii) Portfolio Offer or (iii) Distillers Cask Selection Offer.
- **'Bottles'** means the bottles of Pot Still Whiskey purchased by the Purchaser.
- **'Cask(s)'** means either a 200, 225, 250 or 500 litre barrel of different woods and origin (subject to the reduction pursuant to clause 9), filled with Irish Pot Still New Make Whiskey (as the case may be).
- **'Contract'** means the contract entered into between **Boann** and the Purchaser for the sale and purchase of the Cask(s) and/or Bottles on acceptance by **Boann** of the Purchaser's Order, the terms of which Contract shall be comprised in the Order and these Conditions.
- **'Delivery Location'** has the meaning given in clause 7.2.
- **'Distillery'** means the **Boann** Distillery located at Platin Road, Drogheda, Co. Meath.
- **'Distiller's Cask Selection Offer'** means exclusive bottlings from the **Boann** Distillery over a ten year period.
- **'Force Majeure Event'** means an event, circumstance or cause beyond a party's reasonable control.
- **'Maturity Period'** means 36 months (3 years) from the date the Purchaser's Whiskey Cask is filled.



- **'Order Confirmation'** means the confirmation sent by **Boann** to the Purchaser confirming acceptance of the Order Form.
- **'Order Form'** means the order form in the Schedule to these Conditions.
- **'Order'** means receipt of a completed and signed **Boann** Distillery Purchase Order form.
- **'Portfolio Cask Offer'** means any combination of Casks of single Pot Still Whiskey.
- **'Purchase Price'** means the amount paid by the Purchaser for any of 'The **Boann** Cask Offers'".
- **'Purchaser'** means the person, or a Syndicate, or firm who purchases the Cask(s) from **Boann**.
- **'Purchaser's Whiskey'** means the Whiskey or Spirit purchased by the Purchaser and contained in the Cask or the Bottles.
- **'Purchaser's Whiskey Cask'** means the unique cask identified for filling and filled with the Purchaser's New Make Spirit.
- **'Spirit or New Make'** means spirit that has been matured for less than three years.
- **'Storage Period'** means 5 years from the date the Purchaser's Whiskey Cask is placed in bond.
- **'Storage Charges'** has the meaning given in clause 11.1.2.
- **'Syndicate'** means a group of individuals coming together to acquire a Cask or Casks.
- **'Whiskey'** means spirit that has been matured for more than three years.