

Special Conditions of Sale by Private Treaty

1. The wine subject to this sale is sold in bond, located at Vinotheque, Derby Road, Burton upon Trent, Staffordshire, DE14 1RY, and is sold on an “as is, where is” basis.
2. Subsequent to any sale, should the wine stock be moved out of bond, the Buyer will be responsible for the settling of all Excise Duty and VAT that will become payable to those wines that are not already duty paid as shown in the scheduled lots.
3. In the event there is any ultimate shortfall in the quantities of wine as described in the offer document, the Buyer will be entitled to a rebate in respect of that wine equating to the amounts entered as the bid within the offer document.
4. If there is any conflict between these conditions and the Conditions of Sale by Private Treaty, these conditions shall prevail.
5. Lambeth Smith Hampton act as agents (**the Agents**) for the Vendor, The London Wine Shop Ltd (in liquidation), acting through its joint liquidators Nigel Fox of RSM Restructuring Advisory LLP and Nedim Ailyan of Griffins (**the Liquidators**). Neither the Liquidators, their firm, members, partners, employees, advisors, representatives or agents shall incur any personal liability whatever in respect of any of the obligations undertaken by the Vendor or in respect of any failure on the part of the Vendor to observe, perform or comply with any such obligations or under or in relation to any associated arrangements or negotiations or under any document or assurance made pursuant to this agreement. The Liquidators are a party to this agreement in their personal capacities only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their failure contained in this agreement.
6. All representations (whether made innocently, negligently or otherwise but not fraudulently), warranties, conditions and stipulations, express or implied, statutory, customary or otherwise in respect of the wine or any of the rights, title and interest transferred or agreed to be transferred pursuant to this agreement are expressly excluded (including without limitation, warranties or conditions as to title, quiet possession, quality, fitness for the purpose and description).
7. Unless otherwise required by law (and then only to that extent), the Agents, the Vendor and the Liquidators and each of them shall not be liable for any loss or claim or damage of any kind whatsoever, consequential or otherwise arising out of or due or caused by any defect or deficiencies in any of the wine.
8. The Buyer agrees that the terms of this agreement and exclusions and limitations contained in it are fair and reasonable having regard to the fact that this is a sale by an insolvent company in circumstances where it is usual that no representations or warranties can be given by or on behalf of the Vendor and the Liquidators.