

Terms and Conditions

1. Definition

1.1 This Agreement applies to all sales and is the basis of which all orders to Stelleg Vine are accepted.

1.2 In this Agreement the following words and expressions shall where the context so admits have the following meanings:

"Stelleg Vine" means Stelleg Vine Pte. Ltd., a company incorporated in Singapore.

"Customer" means the customer who submits a Purchase Order.

"Wine" means the wine beverages ordered by the Customer with details set out in the Purchase Details of the Purchase Order.

"Purchase Order" means the written confirmation of the order as provided in Clause 2.2 herein.

"Order" means a request for the purchase of Wine from Stelleg Vine by a Customer.

"Case" means the packaging of 6 or 12 bottles of Wine, unless expressly stated in the Purchase Details of the Purchase Order.

2. Placement of Order

2.1 An Order can be made with an authorised representative of Stelleg Vine or via the website.

2.2 Customers are required to sign a Purchase Order or submit an online Purchase Order followed by online payment as confirmation of an Order. Prior to the written acceptance of a Purchase Order, Stelleg Vine reserves the right to reject or amend any Order made in its absolute discretion.

2.3 Stelleg Vine's employees or agents are not authorised to make any representations concerning the Wines unless such representations are confirmed in writing by Stelleg Vine. The Customer shall at all times not rely on any representations by Stelleg Vine employees or agents unless such representations have been confirmed in writing by Stelleg Vine.

3. Price and Payment

3.1 Unless expressly stated otherwise, all prices quoted shall be exclusive of all or any taxes (including but not limited to prevailing GST), levies, duties or expenses which shall be additional and payable by the Customer for the Order.

3.2 Payment must be made by cheque, interbank transfer, credit card or cash and Customer must indicate mode of payment on the Purchase Order. If the payment is made by cheque, the cheque must be crossed and made payable to "Stelleg Vine Pte Ltd" and the Wines will only be delivered to Customer upon clearance of the cheque. If the payment is made by interbank transfer or credit card, the Wines will only be delivered to Customer upon receipt of the funds in the designated bank account.

3.3 Although Stelleg Vine endeavours to ensure that all pricing information presented to the Customer whether on its website, by fax, phone or other promotional material, is accurate, occasionally an error may occur and Wines may be mispriced. If a pricing error is discovered, Stelleg Vine may at its discretion, either: (1) contact the Customer and ask whether the Customer wishes to cancel the Order or continue with the Order at the correct price; or (2) notify the Customer that Stelleg Vine is cancelling the Order. Stelleg Vine will not be obliged to supply Wines at the incorrect price.

4. Cancellation of Order and Refund Policy

4.1 No Order may be cancelled except in accordance with this clause 4. An Order may be cancelled by the Customer provided written notice of cancellation signed by Customer is received at least seven [7] working days before delivery.

4.2 A cancelled Order will be refunded in full.

4.3 Delay on delivery shall not be a ground for Customer's cancellation of the Order.

4.4 A full refund is also given due to breakage of Wines during delivery provided the Customer notifies Stelleg Vine of such breakage at the time of delivery. Customer should check the wines before acknowledging on the delivery order as no refunds will be entertained thereafter. Breakage of Wines shall not be a ground of Customer's cancellation of the remaining order.

5. Delivery and Return Policy

5.1 Delivery of Wines will be made to the delivery address specified on the Purchase Order by the Customer.

5.2 Delivery will be scheduled within five (5) working days upon receipt of full payment for the Order. The date specified by Stelleg Vine for delivery of the Wines is intended to be an approximate only and Stelleg Vine shall not be liable for any losses, costs, damages, charges or expenses caused by any delay for delivery of the goods. Time for delivery shall not be of the essence of the contract.

5.3 Wines delivered must be received and signed by the Customer or otherwise by an authorised person who is at least 18 years of age. Returned delivery charges due to failure to provide proof of age will be the Customer's responsibility.

5.4 If for whatever reason the Customer will not accept delivery of the Wines when delivered, or Stelleg Vine is unable to deliver the Wines on time because the Customer has not provided a full or accurate address, appropriate instructions, documents or authorisations: (i) risk in the Wines will pass to the Customer (including for loss or damage howsoever caused); (ii) the Wines will be deemed to have been delivered; and (iii) Stelleg Vine may store the Wines until delivery, whereupon the Customer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.5 Unless otherwise upon prior written agreement between the Customer and Stelleg Vine, wines delivered cannot be returned, unless the wrong Wines are delivered or Wines delivered are defective and in such cases the Customer will be given a replacement or a refund, provided that Stelleg Vine is notified in writing without delay, no later than [3] working days of the delivery of Wines in question and provided further that the Wines are returned unconsumed.

6. Limited Warranties

6.1 Other than as expressly provided for in these Terms and Conditions, Stelleg Vine does not warrant:

6.1.1 The quality, use or purpose or freedom from defect or deterioration of the Wines, either at the time of delivery or deemed delivery; or

6.1.2 The market value or appreciation in value of the Wines.

6.2 Stelleg Vine shall not in any circumstances be liable for any indirect or consequential loss or damage arising from wastage, spoilage or the deterioration of any Wines, the loss of market for the Wines, decline in the value of any Wines or for the damages arising from or attributable to any cause. Stelleg Vine shall not in any circumstances be liable or obliged to repurchase the Wines or to effect any future sale of the Wines.

7. Force Majeure

7.1 Stelleg Vine shall not be liable to the Customer or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of Stelleg Vine's obligations in relation to the Wines, if the delay or failure was due to any cause beyond Stelleg Vine's reasonable control ("Force Majeure Events"). Force Majeure Events shall include but not be limited to Acts of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; and strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Stelleg Vine or of a third party).

8. Governing Law and Jurisdiction

8.1 These Terms and Conditions shall be construed in accordance with and governed by the laws of Singapore and the parties agree to submit to the exclusive jurisdiction of the courts of Singapore.

9. Contracts (Rights of Third Parties) Act (Cap. 53B)

9.1 Unless otherwise expressly stated herein, a person who is not a party to the contract between Customer and Stelleg Vine has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of these Terms and Conditions.

10. General Provisions

10.1 References in these Terms and Conditions to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending, consolidating or replacing them respectively from time to time and for the time being in force.

10.2 Where two or more persons are included in the term Customer, all covenants, agreements, terms, conditions and restrictions shall be binding on and applicable to them jointly and each of them severally, and shall also be binding on and applicable to their personal representatives and permitted assigns respectively jointly and severally.

10.3 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and Stelleg Vine. Notwithstanding the foregoing, if any of these Terms and Conditions are not valid or legally enforceable, the other terms and conditions shall not be affected. Stelleg Vine may replace any term or condition that is not legally effective with a similar term or condition that is legally effective.