



# COE VINTNERS

Family Wine and Spirit Merchants since 1930

## Wine Supplier Agreement

The winery agrees to the following terms and conditions that govern the supply of wines to Coe of Ilford Ltd trading as Coe Vintners.

### **Initial Listing**

The winery understands that initial orders will be discussed and agreed with the Wine Director on an individual basis. The winery agrees to complete a supplier assessment application form, a supplier account form and to supply copies of any certificates as requested in line with Coe Vintners due diligence policy. The winery agrees to complete in full a new product form and an essential wine details form for each wine supplied and to update the essential details form for new vintages.

### **New vintage samples**

Coe Vintners intention is to be in a position where we can reserve or ship wine from the current vintage or decide to promote sales of the existent vintage with a view to moving to a newer vintage as soon as possible, this will depend on which vintage we find to be best suited for our customers. The winery agrees to send 2 sample bottles of new vintages as soon as they are bottled or tank samples if available which must be clearly marked.

### **Listing Duration**

The product will be listed continuously if deemed profitable to Coe Vintners. A review of the product will take place annually, or at the discretion of the Wine Director.

### **Goods**

The winery will only ship wines and point of sale material as agreed with Coe Vintners and warrants that the wines will be of the same origin and quality as the original samples. The winery will ensure that all labelling conforms to current UK legislation and comply with all national and International law and trade standards. Packaging should be of a reasonable, protective and environmentally friendly format. Changes to product, packaging, labelling and specification must be advised to Coe Vintners at least 3 months in advance.

### **Pricing**

Pricing is to be agreed with the Wine Director at the time of listing. Increases to wine pricing will only be accepted annually on the 30<sup>th</sup> April each year and should only be in line with other producers in the area. Exceptions may be made at the Wine Director's discretion.

### **Exclusivity**

The winery confirms that unless agreed otherwise Coe Vintners shall have exclusivity in the UK for the wines supplied.

**Wine Quality issues/claims**

The winery acknowledges that Coe Vintners have a returns procedure in place with their customers for bottles that are returned as faulty, the wines are assessed by a quality assessment team. The winery agrees to refund Coe Vintners including duty; warehousing and shipping costs for wines found to be out of condition either corked or for any other quality issue. Claims will be raised by Coe Vintners every 6 months. For any serious quality issue found Coe Vintners will return sample bottles to the winery for analysis and will liaise with the winery before any decisions/claims are made.

**Traceability**

The winery shall ensure they have a traceability system in place so that in the event of a quality issue the wine can be traced back to its origins from the Lot No.

**Payment and Invoicing**

The winery will invoice Coe Vintners following the acceptance of each delivery. The Invoice should contain the same information as the Purchase Order including; date, order number, quantity of individual product and product pricing. Unless agreed otherwise invoices will be paid 60 days from date of invoice, invoices for deep sea shipments will be paid 90 days from bill of lading date. Any invoice showing a discrepancy will be held for payment until the issue has been resolved.

**Delivery**

Deliveries should be made under both the agreed incoterms and bonded status to the agreed destination, as per the Purchase Order and comply with the delivery requirements of our third party warehousing supplier, London City Bond. Unless otherwise authorised, deliveries should not be sent directly to Coe Vintners customers.

**Risk of Loss Title**

Risk of loss or destruction to the wines, shall be borne by the winery until the wines reach the port of departure (FOB, if ex-cellars terms are agreed then the third party shipper not connected to the agent shall be responsible for the goods once collected from the winery until they reach Coe Vintners bonded warehouse.

**Liability**

The winery shall be liable for all damage to persons or objects caused by defects in the products and should maintain insurance cover sufficient to cover each party's losses to include third parties.

**Non-compliance**

The winery accepts that Coe Vintners may return stock at the wineries expense should there be any issues arising from non-conformance to the points stated in this agreement.

Signed

Name	Position
Company Name	Date