



CASK SOCIETY OFFER

TERMS AND CONDITIONS



Terms and Conditions of Sale

1. INTRODUCTION

- 1.1 These terms and conditions (the 'Conditions') govern the contractual relationship between the trader, Harvest Distilling and Brewing Limited t/a *Boann Distillery* (hereinafter referred to as '*Boann*') and you, as purchaser (hereinafter referred to as 'the Purchaser') in the sale and Purchase of membership to the *Boann Cask Society* (the 'Society') (the 'Contract'). Capitalised terms within this Contract shall have the meaning given to them in 18.6 below.
- 1.2 Please read these terms carefully before submitting an Order to *Boann*. These Conditions tell the Purchaser who *Boann* are, 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 +00353 41 9878078 or by email to hello@boanndistillery.ie or by writing to *Boann* at *Boann Distillery*, Lagavoreen, Platin Road, Drogheda, Co. Meath, A92 X593, Ireland.
- 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 provided to us in 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 membership to the Society and replace all other conditions, except in the case of prior express written agreement. By confirming the Purchaser's Order to the Society (as hereinafter defined), the Purchaser unreservedly accepts *Boann's* conditions of sale, having read them.
- 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 Any samples, drawings, descriptive matter or advertising issued by *Boann* and any descriptions of the Society 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.

2 THE SOCIETY

- 2.1 The Society is a membership scheme entitling the Purchaser as a member of the Society:
 - 2.1.1 to ownership of the Irish Whiskey in one or more Barrels of the first five hundred casks of Irish malt or Irish pot still whiskey, aged in bourbon barrels, sherry casks or port pipes or other barrels as may be selected from time to time and at an initial cask strength of 63.5% ABV and produced by *Boann* ('the Purchaser's Whiskey Barrel');
 - 2.1.2 personal tastings of the Purchaser's Whiskey Barrel with the Master distiller upon written request (where applicable), or delivery of a sample of the Irish Whiskey or Spirit on the Purchaser's Whiskey's Barrel's Birthday and the cost of such delivery is to be borne by the Purchaser;
 - 2.1.3 a limited edition of *Boann's* tasting book;
 - 2.1.4 an invitation to an annual Society party;
 - 2.1.5 Society loyalty card with 10% discount on purchases at the Distillery and priority booking of events (where applicable);
 - 2.1.6 Barrel storage in the *Boann* Bonded Cellar for a minimum of three years; and
 - 2.1.7 a visit to the Distillery by prior appointment to inspect the Purchaser's Whiskey.

3 BOTTLING

- 3.1 Members of the Society may avail of *Boann's* bottling service once the Whiskey Maturation Period has expired, the Purchaser has provided one month's notice in writing and bottling fees have been paid. The Purchaser can elect to bottle a minimum of five cases of twelve bottles a year or otherwise by agreement.
- 3.2 All labelling must comply with Irish, EU legislation or other relevant legislation pertaining at the time of bottling and these



restrictions will apply to members of the Society. The label and packaging will record that the product was distilled, matured and bottled by *Boann* and any other information as agreed with the purchaser. The Purchaser, with the agreement of *Boann*, may design and deliver at his/her own cost labels to be used in the bottling provided they meet the specification set out by *Boann Distillery* for such labels.

- 3.3 On completion of bottling, collection should be arranged by the Purchaser within 3 months of a notice being issued by *Boann* to the Purchaser confirming that the bottling of the Purchaser's Whiskey is complete (the 'Final Collection Date'). Should the Purchaser fail to collect the bottles within the stated time *Boann* will be entitled to sell them or dispose of them at its sole discretion.
- 3.4 The Purchaser may elect not to bottle the Irish Whiskey and to continue to store the Purchaser's Whiskey in the *Boann* Bonded Cellar and *Boann* shall be entitled to charge a storage fee on a monthly basis accruing from the expiry of the Whiskey Maturation Period. The storage fee shall be set at the sole discretion of *Boann* at the open market rate of any such storage at the time.

4 PRICES

4.1 The Society

- 4.1.1 The price of membership of the Society includes warehousing charges in the *Boann* Bonded Cellar for the first three years but is exclusive of duty, VAT or any other taxes. The Purchaser is solely responsible for any taxes incurred in the removal of the Purchaser's Whiskey from the *Boann* Bonded Cellar.
- 4.1.2 The Barrel is rented by the Purchaser from *Boann* for the duration of the Whiskey Maturation Period and a further period of warehousing can occur at the Purchaser's election with attendant costs as notified to the Purchaser by *Boann*. The Purchaser shall have no right, title or interest in the Barrel and shall only own the Irish Whiskey or Spirit contained in the Barrel.
- 4.1.3 The Purchaser may incur excise duty on the removal of the Purchaser's Whiskey from the *Boann* Bonded Cellar. The rate of excise duty and VAT will be the rate as applicable at that time and as set down

by law which rate may vary from time to time. *Boann* shall have no liability whatsoever in respect of any such excise duty or other taxes and taxes are solely for the Purchaser's account.

5 AVAILABILITY

- 5.1 Please note that *Boann* will honour the Purchaser's Order only while Barrels and bottles are available in stock. Where they are not the Purchaser's Order shall be cancelled and any amounts paid in respect of the Order shall be repaid. *Boann* will inform the Purchaser of this in writing.

6 BOTTLING AND COLLECTION FOR THE SOCIETY

- 6.1 It is the Purchaser's sole responsibility to collect and/or bear any shipping costs, VAT, duty and any other taxes incurred in removing the Purchaser's Whiskey from the *Boann* Bonded Cellar.
- 6.2 The Purchaser may remove the Purchaser's Whiskey from the *Boann* Bonded Cellar within the Whiskey Maturation Period, either to another bonded warehouse or jurisdiction or for the purposes of consumption in Ireland, subject to the Purchaser having paid all amounts due to *Boann*, purchased the physical barrel containing the whiskey from *Boann* (if required) at the standard market price and has discharged any excise, VAT or other such applicable taxes or duties. Such removal will be governed by the prevailing law and rules and regulations of the Irish Revenue Commissioners at the time of removal.
- 6.3 The Purchaser may elect to bottle and remove the Purchaser's Whiskey from the *Boann* Bonded Cellar once the Whiskey Maturation Period has expired and having provided *Boann* with one month's written notice to do so, subject to normal warehouse storage procedures. Bottling shall take place in accordance with Clause 3 above.
- 6.4 In the event that no instruction is received at the end of the Whiskey Maturation Period the Purchaser agrees to pay *Boann*'s standard monthly warehouse storage charges, applicable at the end of the Whiskey Maturation Period subject to any variation thereafter.
- 6.5 The Purchaser shall have the following options at the end of the Whiskey Maturation Period:



- 6.5.1 to have the Purchaser's Whiskey bottled and delivered to them;
- 6.5.2 to have the Purchaser's Whiskey bottled and stored in the *Boann* Bonded Cellar and the storage fee shall be set at the sole discretion of *Boann* at the open market rate of any such storage at the time;
- 6.5.3 to continue the maturation process and to elect to store the Purchaser's Whiskey in accordance with Clause 3.4 subject to any minimum annual bottling requirements as may apply; or
- 6.5.4 removal of the Irish Whiskey from the *Boann* Bonded Cellar in accordance with Clause 6.2.

7 RIGHT OF WITHDRAWAL

- 7.1 The Purchaser acknowledges they have no right of withdrawal from the Society pursuant to Section 13(2)(i) of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013.

8 QUALITY OR FLAVOUR OF THE IRISH WHISKEY OR SPIRIT

- 8.1 The Purchaser acknowledges that *Boann* does not guarantee the final flavour, quality, grading or other characteristics of the Irish Whiskey or Spirit.
- 8.2 The Purchaser acknowledges that the value of the Irish Whiskey or Spirit may rise or fall and that *Boann* does not guarantee or underwrite the value of the Irish Whiskey or Spirit nor is *Boann* required to provide any outlet, market or other form of liquidity for the sale of the Irish Whiskey or Spirit.

9 TITLE AND RISK

- 9.1 On receipt of an Order, full payment for the ordered Irish Whiskey or Spirit and the issue of confirmation in writing with an order number that the Order has been accepted from *Boann*, the title in the Irish Whiskey or Spirits (as the case may be) will transfer to the Purchaser pursuant to Clause 9.3.
- 9.2 *Boann* must be notified in writing one month in advance of any subsequent transfer of title by the Purchaser and *Boann* reserve the right of first refusal on the subsequent transfer to title on any Irish Whiskey or Spirit during this notice period.
- 9.3 The Purchaser agrees that all title and risk

associated with the Purchaser's Whiskey rests with the Purchaser from:

- 9.3.1 The date of this Contract if the Barrel(s) have already been filled; or
 - 9.3.2 The date the Barrel(s) is/are filled if falling subsequent to the date of this Contract.
- 9.4 The Purchaser's Whiskey will be insured against fire and theft for the duration of their storage in the *Boann* Bonded Cellar. In providing insurance for storage *Boann* do not lay claim to the adequacy of the cover and it is up to the Purchaser to assess and provide for any additional cover deemed necessary.

10 CASK BUY-BACK SCHEME

- 10.1 *Boann* may, from time to time, at its sole discretion offer a Purchaser the opportunity to benefit from *Boann's* Cask Buy-Back Scheme. The Purchaser may avail of the Cask Buy-Back Scheme during the six calendar month period, commencing on the Scheme Option Date, where the Purchaser has provided at least six months' prior notice in writing to *Boann*.
- 10.2 To ensure *Boann's* standards are maintained regarding flavour, quality, grading and other characteristics of the Whiskey, the Purchaser acknowledges that the Cask Buy-Back Scheme is made available entirely at *Boann's* discretion.
- 10.3 Title to the Purchaser's Whiskey will be transferred to *Boann* where the Cask Buy-Back Scheme is enacted.
- 10.4 *Boann* will (where it elects to acquire the Whiskey) apply a 2.5% per annum compound interest on the Purchase Price from the date of purchase to the Scheme Option Date less any accrued charges.
- 10.5 *Boann* will offer no additional return on a period exceeding the Scheme Option Date outlined in this Contract unless otherwise stated in the Cask Buy-Back Scheme terms of offer at the time the Cask Buy-Back Scheme is enacted.

11 ANGELS' SHARE

- 11.1 The Purchaser acknowledges that during maturation alcohol will evaporate from the Barrel at an average annual rate of 2% (the 'Angels' Share'). Losses in excess of these rates may occur. *Boann* do not warrant the accuracy of the estimations of evaporation set out in this clause 11.1.



11.2 *Boann* shall have no liability to the Purchaser where the Angels' Share is in aggregate greater than estimated in 11.1 above.

11.3 The number of full bottles of Irish Whiskey which shall be available for bottling or further maturation will depend on the remaining volume after the 'Angels Share' and any other reductions due to sampling etc.

12 LIMITATION OF LIABILITY

12.1 Nothing in these Conditions shall limit or exclude *Boann's* liability for:

12.1.1 death or personal injury caused by *Boann's* negligence, or the negligence of *Boann's* employees, agents or sub-contractors; or

12.1.2 fraud or fraudulent misrepresentation.

12.2 Subject to clause 12.1:

12.2.1 *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

12.2.2 *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 amount paid by the Purchaser for membership to the Society and attendant fees as applicable.

12.3 The terms implied by the Sale of Goods Act, 1893, and the Sale of Goods and Supply of Goods and Services Act, 1980, are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

13 PERSONAL INFORMATION

13.1 *Boann* will use the personal information the Purchaser provides to it:

13.1.1 to supply the products to the Purchaser;

13.1.2 to process the Purchaser's payment; and

13.1.3 if the Purchaser agreed to this during the order process, to inform the Purchaser about similar products that *Boann* may from time to time provide, but the Purchaser may stop receiving these at any time by contacting *Boann*.

13.2 *Boann* will only give the Purchaser's personal information to third parties where the law either requires *Boann* to do so or otherwise by agreement.

14 BOANN'S RIGHTS TO MAKE CHANGES

14.1 *Boann* may change the product:

14.1.1 to reflect changes in relevant laws and regulatory requirements; and

14.1.2 to implement minor technical adjustments and improvements.

15 REASONS BOANN MAY SUSPEND THE SOCIETY

15.1 *Boann* may have to suspend the supply of a product to:

15.1.1 deal with technical problems or make minor technical changes;

15.1.2 update the product to reflect changes in relevant laws and regulatory requirements; and

15.1.3 make changes to the product as requested by the Purchaser or notified by *Boann* to the Purchaser.

16 TERMINATION

16.1 On termination of the Contract for any reason the Purchaser shall immediately pay to *Boann* all outstanding unpaid invoices.

17 FORCE MAJEURE

17.1 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.

17.2 *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.

17.3 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.

18 GENERAL

18.1 Assignment and other dealings

The Purchaser shall not, without *Boann's* prior written consent (such consent not to be unreasonably withheld), 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.

18.2 Notices

Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its address as stipulated in the Order form or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid registered post or other next working day delivery service, fax or e-mail.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18.3 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.

18.4 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).

18.5 ODR Platform

If consumers have an issue regarding a purchase, this issue can be settled out-of-court through an Alternative Dispute Resolution or Online Dispute Resolution (ADR/ODR) procedure. For more information visit <http://ec.europa.eu/consumers/odr>

18.6 Definitions

In these Conditions the following capitalised terms have the following meanings assigned to them:

'Barrel'/'Cask' means either (i) a 200 litre bourbon barrel, (ii) a 250 litre sherry cask, (iii) a 225 litre port pipe, or thereabouts, or other barrel as may be selected (subject to the reduction pursuant to Clause 10), filled with Irish malt or Irish pot still whiskey (as the case may be) in which the Purchaser's Whiskey or Spirit is stored prior to bottling in accordance with these Conditions;

'Birthday' means within 20 Business Days of the anniversary of the purchase of the Purchaser's Whiskey Barrel;

'*Boann* Bonded Cellar' means the bonded warehouse located at the *Boann Distillery*, Lagavoren, Platin Road, Drogheda, Co. Meath, A92 X593, Ireland and the registered warehousekeeper is Harvest Distilling and Brewing Limited;

'Distillery' means the *Boann Distillery* located at Lagavoren, Platin Road, Drogheda, Co. Meath, A92 X593, Ireland;

'Order' means receipt of a completed and signed Society application form;

'Purchaser's Whiskey' means the Irish Whiskey or Spirit purchased by the Purchaser and contained in the Barrel;

'Scheme Option Date' means the fifth anniversary of the date the Barrel or Cask, as the case may be, was filled;

'Spirit' means spirit that has been matured for less than three years;

'Irish Whiskey' means spirit that has been matured for more than three years;

'Whiskey Maturation Period' means 36 months (3 years) from the date the Purchaser's Whiskey Barrel is filled.

The words 'writing' or 'written' in these terms includes emails.



Cask Society Order Form

Join with us from the beginning of our journey and become a *Boann* Cask Society Member by completing your cask order form. I wish to purchase the following cask(s) which will be filled with:

Irish Malt Whiskey Irish Pot Still Whiskey

BOANN CASK SOCIETY PRICES					
CASK TYPE	CASK CAPACITY	CASK CREDIT PRICE	CASK CASH PRICE	NUMBER OF CASKS	AMOUNT IN EURO
First fill Ex-Bourbon	200 ltr.	€5,800	€5,220		
First fill Ex-Port	225 ltr.	€6,250	€5,625		
First fill Ex-Sherry	250 ltr.	€6,500	€5,850		
Other by agreement					

* Price quoted excludes Excise Duty. The buyer is solely responsible for any customs, excise and other taxes incurred by removal from the bonded warehouse. ** If Purchaser is resident outside the Republic of Ireland but in the EU please supply VAT No. if relevant.

1. Name

Address

.....

.....

Town/City

Zip/Post Code

Country

Number (Landline)

Number (Mobile)

Email

3. Corporate Entity.

For and on behalf of

.....

Date

Boann Cask Offer Counter Authorised Signatory

.....

Date

2. Proposed name and text to be inscribed on Cask (Final text to be agreed with *Boann*).

In applying to purchase the above cask(s) I confirm I have read and understood the terms and conditions as set out in pages 1—6 of this document.

Signature

Date

Please return this order form signed and dated to: caskoffer@boanndistillery.ie or post to: Cask Offer, *Boann Distillery*, Lagavooren, Platin Road, Drogheda, Co. Meath, A92 X593, Ireland.

For further information you may require or queries you may have please contact Sally-Anne Cooney on:
T: +353 (0)41 987 8078
E: caskoffer@boanndistillery.ie



PAYMENT OPTIONS

1. Cask Society Membership will be registered on receipt of the full amount of the Cask Price less cash Discount for the number of barrels purchased.
2. Cask Society Membership may also be secured by the payment of €1000.00 booking deposit per cask and the payment of the balance by 24 equal monthly installments to make up the balance of the invoiced amount.

APPLICATION

Please enclose:

1. Cheque in the amount of €..... made payable to *Boann* Cask Account.
or
2. Evidence of Electronic Bank Transfer in the amount of €..... to *Boann* Cask Account, Lagavooren, Platin Road, Drogheda, Co. Meath, A92 X593, Ireland.
Allied Irish Bank Limited, Trimgate Street, Navan, Co. Meath, Ireland.

BIC: AIBKIE2D

IBAN: IE49 AIBK 9321 8355 5001 39

and/or

3. In the case of payment by installments please complete the Direct Debit Mandate below:

The Terms and Conditions form part of this contract between you 'the Purchaser' and '*Boann Distillery*'. Please read them carefully before completing and signing this form.

Upon receiving your completed Order Form and cleared payment you will receive :

1. A receipted Invoice/Deposit Receipt
2. Countersigned Copy of this order form.
3. A Stock Certificate specifying the Cask Number and Cask Type.

Signature of Purchaser

Date

PRINT NAME

PLEASE CUT HERE

BOANN CASK SOCIETY DIRECT DEBIT MANDATE

By signing this mandate form you authorise *Boann Distillery* to send instructions to your bank to debit your account in accordance with the instructions from *Boann Distillery*. As part of your rights you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited.

PLEASE COMPLETE ALL FIELDS USING BLOCK CAPITALS

Debtor Name	<input type="text"/>
Debtor Address	<input type="text"/>
City	<input type="text"/>
ZIP/Post Code	<input type="text"/>
Country	<input type="text"/>
Debtor account number — IBAN	<input type="text"/>
Debtor bank identifier code — BIC	<input type="text"/>
Creditor's Name	<input type="text"/>
Creditor Identifier	<input type="text"/>
Creditor Address	<input type="text"/>
City	<input type="text"/>
Zip/Post Code	<input type="text"/>
Country	<input type="text"/>
Type of Payment	Recurrent Payment <input type="checkbox"/> or One-off Payment <input type="checkbox"/>
Date of signature	<input type="text"/>
Please sign here	<input type="text"/>

**ONCE COMPLETED
PLEASE RETURN
THIS MANDATE
TO THE CREDITOR**

Note: Your rights regarding the above mandate are explained in a statement that you can obtain from your bank.