### Terms and Conditions

These terms and conditions apply and govern your use of the webpage Nyetimber.com/de ("Nyetimber.com/DE Landing Page").

Please note that customers are not currently able to buy Nyetimber products from the Nyetimber.com/DE Landing Page. You can only buy Nyetimber products from Nyetimber's Webstore for delivery to a UK address via this webpage <a href="www.Nyetimber.com">www.Nyetimber.com</a> (in which case these <a href="Terms and Conditions">Terms and Conditions</a> apply).

We accept no liability in respect of purchases of Nyetimber products made from or via third party websites, distributors or others.

These terms shall be governed by and in accordance with English Law and in particular the provisions of the Licensing Act 2003 with regard to the minimum legal age for the consumption of alcohol. The Customer hereby submits to the exclusive jurisdiction of the courts of England and Wales.

### General

Customers should be aware of the following inherent risks related to the consumption of alcohol:

- Alcohol should always be consumed in moderation;
- The Products are heavy and extra care should be taken when lifting;
- Sparkling wines can be volatile due to the build-up of gas and extra care should be taken when uncorking, including angling the bottle away from the face and eyes.

# Nyetimber's Liability

Nyetimber shall not be liable for:

- a) Any failure or action by a third party in respect of purchases, returns, shipping or other activity, even in respect of purchases by a customer from that third party of Nyetimber products; or
- b) The failure to perform any obligation if such failure was caused by circumstances beyond Nyetimber's control or;
- c) Delay howsoever caused in performing any obligation

Any implied warranties or conditions in respect of Products or other services supplied by Nyetimber, save only for those provided under the Sale of Goods Act 1979, are hereby expressly excluded and Nyetimber shall not be liable for any loss injury or damage arising directly from the use, application or storage of such Products except where such liability cannot be limited in law.

The website is only intended to provide information about Nyetimber's products and brand. Nyetimber shall have no liability in respect of any loss of profit, loss of business, business interruption or loss of business opportunity in any circumstances whatsoever.

### Contact

Should you have any questions or wish to place an order directly with Nyetimber, you may contact us by writing to us at <a href="mailto:international@nyetimber.com">international@nyetimber.com</a>

# Complaints

Complaints should be addressed via email to <a href="mailto:international@nyetimber.com">international@nyetimber.com</a>

Please provide as much detail as possible concerning the complaint. All complaints will be acknowledged within five (5) working days and Nyetimber will undertake to resolve the issue within a further five (5) working days. Each complaint will be treated as confidential and addressed by a member of Nyetimber's online sales team who will have overall responsibility for the matter.

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VAT NUMBER GB 945 7803 88.

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