



## **TERMS & CONDITIONS**

By using the site or any part of it, you agree that you have read these terms and conditions and that you accept and agree to be bound by them.

### **Sales**

By placing an order, the Customer confirms that he/she is 18 years old or above. It is illegal to sell alcohol to people under the age of 18 under Hong Kong jurisdiction. All wines are offered subject to remaining unsold. All sales are subject to our final confirmation. Prices are subject to change without notice. All selling prices shown are exclusive of delivery charges. All prices are provisional and subject to our confirmation, upon acceptance of order.

### **Payment term**

Payment is due immediately upon confirmation of order. Method of payment is preferably in the form of bank transfer. Upon receipt of proof of payment, delivery can be arranged in 1-3 business days. All the bank commission must be covered by payer.

All cheques should be made payable to "**K Cellars (Hong Kong) Limited**"

**Bank Detail: Hang Seng Bank**

**A/C number: 239-413057-001**

Full payment is to be made within 7 days from the day of sales order is issued. We might reserve the right to cancel the order without any confirmation of payment.

### **Delivery term**

Free delivery will be made to Hong Kong Island, Kowloon and the New Territories for purchases over HK\$3,000. For delivery to outlying areas, Tung Chung, Airport, and remote New Territories area, please enquire at time of order. Delivery will be arranged on working days only.

We reserve the right to charge an additional delivery fee if the recipient is not available to accept delivery at the nominated the delivery time.

### **Ownership**

Ownership of all goods delivered to you remains with K Cellars (Hong Kong) Limited until payment is received in full. Risk in all goods shall pass to buyers as soon as goods have been delivered.

**Breakages/Shortfall**

Customers are requested to examine the goods immediately upon collection or delivery for any missing, deficiencies and/or damages. Claims (if any) must be logged at the time of delivery. Breakages must be retained with the original packaging for examination, otherwise any breakages or shortfall shall be deemed to have occurred thereafter.

**Returns Policy**

Although we strive to find wines in their best condition, the Customer must make appropriate allowances for natural variations of ullages, conditions of cases, labels and corks for old wines. We do not accept return wines for any reason, including corked wines.

**Plastic bag**

Our wine bags contain plastic finish such as plastic lamination, plastic string handle or polypropylene. Since from 1st April 2015, HK\$1 will be charged as Environmental Levy on each bag.

**Limitation of Liability**

K Cellars (Hong Kong) Limited shall not be liable for any failure to meet our obligations caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labour difficulties, equipment failures, or any other causes beyond our control.

These Terms and Conditions are governed by the law of the Hong Kong Special Administrative Region of the People's Republic of China.