

CAVEX has teamed up with NEXUS Wine Collections to provide a fully independent logistics solution for its Private fine wine collectors.

CAVEX has secured preferential rates for its clients with NEXUS ensuring that any wines for storage are managed economically and securely in perfect conditions.

To enable us to manage the account to your exact requirements please complete the following:

Collection Name : Legal owner of the wine
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CONTACTS:	Invoices	Stock Reports	Permission to instruct withdrawals
Name: e-mail 1: e-mail 2: Telephone:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name: e-mail 1: e-mail 2: Telephone:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name: e-mail 1: e-mail 2: Telephone:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### WINE COLLECTION:

The service we offer is in continual development, so to help us ensure that we meet your future needs and you are placed on the correct tariff please complete here as appropriate.

APPROX. SIZE OF COLLECTION (Bottles):		APPROX. VALUE OF COLLECTION (GBP):	
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This collection is primarily for the purposes of (circle as appropriate):     **DRINKING**     **INVESTMENT**     **BOTH/OTHER**

### STORAGE WAREHOUSE:

As a NEXUS client you are able to use our facilities at the finest storage locations in Europe. All our facilities are climate controlled and provide the perfect conditions for the slow maturation of your wines if you decide to leave them in storage. By default, your wines will be placed in our **LCB - Dinton** facility but if you would like to use one of our other locations, please let us know.

ADDRESSES:	Invoices	Delivery
POSTCODE:	<input type="checkbox"/>	<input type="checkbox"/>
POSTCODE:	<input type="checkbox"/>	<input type="checkbox"/>

Please advise your primary sources of supply - they will be copied into e-mail confirmation of your new account details:

MERCHANT	SALES REPRESENTATIVE	E-Mail
CAVEX		

**BILLING CYCLE (tick preference):**

- Annual** Storage is billed annually in January and charged/credited pro-rata for arrivals/withdrawals during the year. Limited to a max of 12 withdrawals in a calendar year.
- Monthly** Storage is collected monthly by direct debit. There is a minimum charge of £6 per month. Not appropriate for small collections

**CONFIDENTIALITY OF DATA:**

NEXUS Wine Collections keeps the information it holds in the strictest confidence and will never pass this data to any third party without your permission. NEXUS acts only in the best interests of its clients at all times and generates no income from the sale of mailing lists or other nefarious, intrusive activities.

By default, CAVEX will retain view-only access to the wines that they have supplied you. This will allow them to oversee the transfer into cellarage and provide drinking recommendations on the wines they have provided. Please tick here if you would rather not receive this service.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

*I have read and understood the terms & conditions of NEXUS Wine collections*

## RATES & SERVICES

As a NEXUS member you should find managing your wine collection effortless and reassuring at all times. Below you will find a handful of the charges and services we offer to our clients. The list is not exhaustive and if you require any type of independent advice or logistic service please contact us for details. All Rates **EX VAT**

### New Account Set-up

The £50 joining fee is waived for clients of Cavex

### New Purchases & En-Primeur

As soon as you buy wine for storage please inform us at [arrivals@nexuswine.com](mailto:arrivals@nexuswine.com). We will update your collection with the wine and its expected date of arrival.

Your haulier will not be able to deliver your wine unless we have received an invoice from you in advance.

### Consolidation of all Stock Holdings

We work closely with all the major independent merchants to ensure that our clients can manage their collection as safely and as efficiently as possible. If you wish to benefit from the quantity and time savings available from consolidating holdings from other locations, please let us know.

### Receiving, Handling and Labelling

On physical arrival at a NEXUS affiliated warehouse, each case will be checked to ensure it is in its original packaging and in expected condition. Wines not in original cases may be opened for further inspection. Cases that arrive mixed will be broken down into their constituent parts and repacked. Provided we have been informed in advance of its arrival, we will take up any shortfalls or errors on your behalf at this point. You will receive confirmation of safe receipt by e-mail.

**£3.00** Per case from CAVEX

**£4.50** Per case from any other source

### Storage

Your rate depends on source of supply, quantity of cases and how long you have been a NEXUS Collector; and is reviewed annually. In addition there is a 50% discount applied for small cases (4.5 litres or less). Your rate will not exceed the following:

	LCB-Dinton				
<b>Base Charge (per 12x75cl case per month)</b>	<b>£1.05</b>				
	<b>25-49 cases</b>	<b>50-99 cases</b>	<b>100-499 cases</b>	<b>500+ cases</b>	<b>Loyalty Discount</b>
<b>Discounts:</b>	<b>5%</b>	<b>10%</b>	<b>15%</b>	<b>POA</b>	<b>1% per year to a max of 10%</b>

### Insurance & Management Fee

We levy a monthly management fee of 0.01% of the market value of your entire collection. This covers insurance to full replacement value, HMRC requirements and liaison with your suppliers to ensure that your wines arrive in a timely manner as per your expectations.

### Secure, Accurate Cellarage

NEXUS uses only the finest long-term cellarage facilities. Full stock reconciliations are conducted monthly to ensure that any 'human' errors are picked up immediately. Because NEXUS is a storage-only operation we have secured low traffic areas of these cellars minimising vibration and the possibility of loss and breakage.

Every case is uniquely identified at the warehouse and it is impossible for collectors stocks to be confused with the assets of any trading outlet. If you would like to view your stock, cellar visits can be organised with prior arrangement.

### Web Access

You will be issued with a password to access your collection via our website. The website has extensive functionality to help you monitor your stocks - you can view a sample collection at [www.nexuswine.com](http://www.nexuswine.com) using the following log-in details: Username: [sample@nexuswine.com](mailto:sample@nexuswine.com) Password: 5\$mPI3

### Removing Stock

Arrangements should be made directly with us at [departures@nexuswine.com](mailto:departures@nexuswine.com). Please note, verbal instruction can only be accepted for authorised, pre-advised delivery addresses. You will receive a rental credit for full, unused months. NEXUS can advise on the most cost-efficient way of moving your stock around. Should the value of an invoice exceed the remaining value of the collection, we will require payment prior to any despatch. Where multiple cases of a product are held, by default NEXUS will select the highest value case for IN BOND deliveries and the lowest value case for DUTY PAID deliveries.

Duty & VAT for DUTY PAID deliveries will be charged in advance of bond clearance for non direct debit customers.

# NEXUS TERMS & CONDITIONS

## June 2019

These Terms & Conditions form a contract in relation to the provision of warehousing, distribution, data and other services between NEXUS Wine Collections Ltd and the 'Customer' being the person or company who contracts for the services of NEXUS. The registered address of NEXUS is NEXUS Wine Collections Ltd, 64 Southwark Bridge Road, London, SE1 0AS. Company Registration No: 5548347.

### Provision of Information

NEXUS relies upon accurate and timely provision, by the Member or their agents, of information relating to products, receipts, despatches, orders and delivery profiles. Delivery information must include accurate postcodes and telephone numbers. All rates and charges will be reviewed annually.

### Customer Instructions

NEXUS can only accept withdrawal instructions from authorised persons to pre-advised delivery addresses. Authority for additional personnel or addresses must be advised in writing.

### Receipt of Goods

NEXUS will provide the customer with a Wine Receipt. It is the responsibility of the customer to ensure that the details contained within this document are correct as NEXUS is unable to accept any financial liability for the input of incorrect data.

NEXUS reserves the right to:

- i) Charge part cases at the appropriate full case rate
- ii) Split a case containing more than one product and charge accordingly.

Unless otherwise instructed, NEXUS will not open cases to verify the number of bottles and that the description on the bottle labels corresponds with the accompanying paperwork. If the packaging is identified as 'non-original', or at the customer's request, NEXUS will open cases for a charge per case to record and verify its contents.

NEXUS does not check the authenticity of bottle labels or liquid in bottles received, nor its quality or condition.

NEXUS does not accept liability for a deterioration in the condition of the contents of the case (including liquid, labels, corks and capsules). Over time the conditions of the contents of the case may deteriorate as a result of the natural ageing process.

### Storage

All stock will be securely stored and uniquely identified. Rent will be quoted and charged per month (part months will be treated as a full month). Rent is payable in advance to the end of the calendar year. Credit for full unused months is given for wine withdrawn during an invoice year.

A report detailing the Customer's stock will be produced annually in January and on demand, to a maximum of 12 times per calendar year. NEXUS will undertake regular stock checks and discrepancies will be notified to the Customer. The Customer, with prior written agreement, will be allowed access to the relevant facilities in order to undertake physical stock checks once each year.

### Deliveries

NEXUS will always use its reasonable endeavours to adhere to agreed delivery days and specified delivery times. However NEXUS can accept no liability for missed deliveries and must reserve the right to alter delivery days and times without notice where necessary.

Driver will only deliver to the entrance of the premises and will ensure the delivery is confirmed in their presence.

The carrier used for deliveries will be at NEXUS's discretion. The customer will be notified, as soon as reasonably practical, of any delivery discrepancies. Where NEXUS has not been at fault redeliveries will be chargeable. NEXUS will provide a scanned image of the Proof of Delivery (P.O.D.) upon request. P.O.D.s will be stored for a maximum of 12 months. NEXUS cannot guarantee the retrieval of P.O.D.s after this 12 month period and shall have no liability whatsoever for losses however caused arising from claims relating to such P.O.D.s or the non-return of.

### Payment Terms

NEXUS shall be entitled to invoice the Customer as frequently as necessary, in order to maintain an equitable cash flow. Unless otherwise agreed in writing, payments must be made in full, without deduction, set off or counter claim within 30 days from date of invoice.

All charges are based on transactions of one unit, or 'case'. Transactions of smaller quantities, i.e. bottles, may be subject to an additional charge.

NEXUS reserves the right to refuse the release of Customer stock pending receipt of cleared funds to ensure that the customer's outstanding debt remains below the cost value of stock held.

All charges are exclusive of VAT which is payable in addition, where appropriate, as defined by relevant VAT legislation.

NEXUS reserves the right to exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if NEXUS is not paid according to the above payment terms.

### Right of Lien

Sufficient stock must be held in NEXUS's care at all times to cover all outstanding monies. In the event of failure by the customer to pay any amount due to NEXUS, NEXUS may, at the due time, without prejudice to its other rights and remedies against the Customer, give notice in writing of its intention to sell or otherwise dispose of the goods. The proceeds of the sale or disposal shall be remitted to the Customer after deduction for all expenses (including a 5% administration charge) and all amounts due to NEXUS from the Customer.

### Removal of Entire Stocks

All monies due to NEXUS by the Customer must be paid and cleared in full prior to the final release of goods with sufficient reclaimable value to cover any amounts owing by the Customer and suspended duty & VAT. Removal of entire stocks terminates the contractual relationship in its entirety between the Customer and NEXUS.

### Claims, Liability & Insurance

In the event of breakage or loss NEXUS will advise the value to be recompensed. Customers will, where possible, at their option, be offered a like for like replacement. In the event of value disagreement, claims for further compensation must be submitted within 28 days of notification of such damage or loss.

In no circumstances, shall NEXUS be liable for fraudulent activities of the Customer, their representatives or agents or liable for any loss (whether direct or indirect) of profits, goodwill or business opportunity or for any indirect, special or consequential loss.

NEXUS shall not be responsible for the any act or omission or delay or non-performance of any of its obligations caused by events beyond NEXUS's power or control.

NEXUS agree to purchase extended insurance coverage for its liability for Customer's goods whilst in its custody or control for 'All Risks' of accidental physical loss and or damage. Specifically excluded (inter alia) from this insurance are loss and or damage and or expenses:

- i) attributable to wilful misconduct of, or any act of dishonesty committed or connived at by, the customer or any associate thereof;
- ii) to mixed cases where contents have not been checked beforehand
- iii) cause by depreciation other than as a result of damage forming the subject of a valid claim hereunder;
- iv) directly or indirectly caused or contributed to or by arising from:
  - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
  - b. the radioactive, toxic, explosive or hazardous properties of any explosive nuclear assembly, nuclear component or radioactive material;
- v) which is a consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not). Civil war, revolution, rebellion, insurrection, military or usurped power, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- vi) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotion;
- vii) which is due to confiscation, requisition, detention or destruction by or by order of any government, public or local authority;
- viii) due to a lack of or a defect in the title of the Customer or any past, present or future owner or purported owner;
- ix) directly or indirectly caused by any terrorist, terrorism, or any person acting from a political motive;

NEXUS's liability shall be limited to the replacement value or market value of the goods, whichever shall be the lower.

'All Risks' cover is conditional upon the Customer not breaching NEXUS's payment terms. In the event of a breach of NEXUS's payment terms 'All Risks' cover will automatically cease without any notice to the customer.

### Confidentiality

All information disclosed by the Customer or NEXUS is confidential, and shall not be disclosed by either party, other than to employees, agents or sub-contractors of each, who reasonably require to know such information for the performance of their duties. This clause does not apply to information already in the public domain, or which comes into the public domain (other than through a breach of this clause) or information which the party is required by Law to disclose. See also current privacy notice at [www.nexuswine.com](http://www.nexuswine.com).

### Effectiveness of Terms & Conditions

These Terms & Conditions take effect from 1<sup>st</sup> June 2018 and supersede all previous versions that are now null and void.

Receipt of stock into a NEXUS cellar is classed as acceptance of these Terms & Conditions by the Customer, unless otherwise agreed in writing.