

General

This website (www.kershawwines.com) sells bottled, certified wine online.

The use of any wines bought from this website is at the purchaser's risk.

The purchaser indemnifies and holds Kershaw Wines harmless against any loss, injury or damages which may be sustained as a result of using/consuming the wines sold on this website.

All orders placed online with Kershaw Wines constitute your (the customer's) offer to purchase the wine products subject to these terms and conditions. Kershaw Wines' website's ("the Website") terms of use are incorporated by reference into these terms and conditions.

Legal drinking age

No wine products will be sold to anyone under the age of 18 (eighteen) years. Should you purchase any wines products through the Website, the person receiving delivery of such wine products may be required to show identification proving that he or she is of the applicable legal age.

Market

The online wine sales service offered by this Website is currently only available to buyers in the Republic of South Africa.

Availability

All the wine products displayed on the Website are subject to availability. In the event of a particular wine product not being available, we will immediately contact you to suggest an alternative wine product. You are then entitled to accept the alternative(s) or such items as can be correctly delivered, or cancel your order. Special promotions may be subject to certain conditions, including availability and limited offer stipulations. We reserve the right to discontinue, or change, the specifications of our wine products from time to time without notice, or to adjust our prices in which event you will be informed thereof at the time of confirmation of your order.

Payment

All prices quoted on the Website are in South African Rand (ZAR) and include Value-Added Tax. Prices quoted are per bottle or per case, as indicated. Payment is accepted via credit card (Visa, Master Card, Diners) or by direct electronic transfers.

Credit Card Security and Privacy

The private information required for executing the order placed through the Website, namely your personal information, credit card details, delivery address and contact number(s) will be kept in the strictest confidence and not sold or made known to third parties except insofar as is required for executing an order or permitted by law. Credit card transactions will be acquired for Kershaw Wines by YOCO. Yoco uses the strictest encryption; go to yoco.support.help to view their security certificate and security policy. No credit card details are stored on the Website.

Delivery

On receipt of payment, delivery will be made to the address on your application form. Delivery usually takes place 5-10 working days from receipt of funds. All deliveries made will be by road freight directly to your nominated address. All goods must be signed for on delivery. If no one is available at the nominated address when delivery is attempted, the wine products will be retained by the courier, in which case notification of the attempted delivery will be given. Should the wine products ordered be returned to Kershaw Wines, any further delivery attempts will also be at your cost. We will not be liable for any loss occasioned by any delay in the delivery of any order, nor for any loss, damage or misplacement of any wine products ordered from us after delivery has been made to your nominated delivery address. Wine products are only insured up to the point of delivery. Risk in and to the products will transfer to you upon completion of delivery.

Returns

Your satisfaction is our main priority. If for any reason you are dissatisfied with the quality of our products, please contact us and return the products at your cost within 30 (thirty) days of delivery of

your order. If the products were indeed faulty in any respect when delivered to you, we will issue a replacement, or refund you the price of the products, as well as the cost of delivery to return the products to Kershaw Wines, within 30 (thirty) days from receipt of returned goods. You will be deemed to have accepted the order should you not return the products within the 30 (thirty) day period. If the delivery does not match the ordered products, we will gladly replace the incorrect products. Unfortunately, we cannot replace or refund you for any case where the wine products do not meet personal preference. You are more than welcome to contact us for any advice on wine selection prior to purchase.

Cancellation

An order is cancelled once you have notified Kershaw Wines and have received our confirmation of receipt of your cancellation notice. Cancelled orders will be refunded after deduction of a charge equal to 5% (five percent) of the purchase price for administration costs. Orders may be cancelled by calling us on +27 (0) 21 200 2589, or by e-mail at info@richardkershawwines.co.za We reserve the right to debit your payment card for the delivery fees in respect of any late cancellations, in addition to the charge.

Variation

Kershaw Wines may, in its sole discretion, change these terms and conditions or any part thereof at any time without notice. However, the terms and conditions published here at the time when a specific order is placed will govern that specific order and all matters incidental to the specific order, notwithstanding any amendments which Kershaw Wines may subsequently make to these terms and conditions.

Jurisdiction

These terms shall be solely and exclusively governed by and construed and interpreted in accordance with the law of the Republic of South Africa. The parties agree that the agreement shall, for purposes of jurisdiction, have been concluded at our office in Stellenbosch. If any of these terms or conditions are held by a court of

competent authority to be unlawful, invalid or unenforceable, in whole or in part, then such terms or conditions will be regarded as severable and will not affect the validity of the remaining terms and conditions which will continue to be valid and enforceable to the fullest extent permitted by law.