

ÁR MUINTIR ORDER FORM

I WISH TO APPLY TO BECOME A MEMBER OF ÁR MUINTIR

Title and Name:
(Please give full name and title)

Address:
.....

Post code: Country:.....

Telephone Number:..... Email:.....

Name & Address for deliveries (if different from above):

Title and Name:
(Please give full name and title)

Address:
.....

Post code: Country:.....

NB: Please note that we may be unable to deliver some of the benefits of membership to certain countries. We will endeavour to advise you prior to accepting an order if the country stated above for delivery is likely to constitute a problem.

PLEASE TICK AND COMPLETE WHERE APPROPRIATE

ÁR MUINTIR GOLD (€990.00)

ÁR MUINTIR SILVER (€590.00)

PLEASE TICK AND COMPLETE WHERE APPROPRIATE

I enclose a Euro Cheque in favour of "Drioglann Shliabh Liag CGA" in the amount of €990.00 / €590.00 OR

Please charge my Mastercard / Visa / Debit Card with €990.00 / €590.00 as follows

Card Number:.....

Expiry Date:..... Start Date / Issue No (Debit Card Only):

(We will call you on the telephone number given above for your 3 digit security code)

I confirm that I am over the age of 18 and above the legal drinking age in my country of origin.

In applying to become a member of Ár Muintir I confirm that I have read the terms and conditions.

Signed:..... Date:.....

Please return this form to:

**Drioglann Shliabh Liag CGA, Ionad Fiontraíochta, Line Road Carrick, County Donegal, F94 X9DX, Ireland,
or email to bigilinn@sliabhliagdistillery.com**



DRIOGLANN SHLIABH LIAG
RECLAIMING THE DISTILLING HERITAGE OF DONEGAL

sliabhliagdistillery.com

ÁR MUINTIR TERM AND CONDITIONS

1 BASIS OF CONTRACT

1.1 These terms and conditions as amended from time to time (“Conditions”) constitute a contract between Sliabh Liag Distillery DAC (“Supplier”) and you (“you” or “Member”) in connection with your membership of Ár Muintir (“Contract”) to the exclusion of any other terms.

1.2 The submission of an application form (“Order”) by the Member constitutes an offer by the Member to become a member of Ár Muintir in accordance with these Conditions. The Member is responsible for ensuring that the terms of the Order are complete and accurate. The Supplier reserves the right to refuse to accept an Order at any time.

1.3 The Order shall only be deemed to be accepted when Sliabh Liag Distillery confirms acceptance of the Order in writing and receives payment for the Order, at which point the Contract shall come into existence (“Date of Membership”).

1.4 The Contract constitutes the entire agreement between the parties. The Member acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

1.5 By placing an Order you acknowledge and confirm that you are at least 18 years old. The Supplier will not accept orders from nor arrange delivery of alcohol products to any person under the age of 18 at the date of the Contract. If the Delivery Location (as specified in the Order) is specified to be outside Ireland or the UK then by placing an Order you acknowledge and confirm that you are at least 18 years old and at least of the minimum legal age to purchase alcohol in accordance with the laws of the country in question.

2. GOODS & SERVICES

2.1 It is intended that the goods to be supplied by the Supplier to Members under this Contract in connection with membership of Ár Muintir shall in the case of Ár Muintir Gold (as defined in sections 2.2, 2.6 and 2.7 below) include at least 6.5 litres of spirit and in the case of Ár Muintir Silver (as defined in sections 2.2, 2.6 and 2.8 below) at least 4.7 litres of spirit.

2.2 The goods to be initially supplied by the Supplier to all Members will be a membership pack which will comprise of a 70 cl bottle of The Silkie Irish Whiskey, a 50 cl bottle of An Dúlamán Irish Maritime Gin, a pair of Sliabh Liag Distillery glasses, inscribed with our logo, and a membership certificate. (“Membership Pack”).

2.3 From the Date of Membership until the 12th anniversary of membership commencement all Members will be entitled to complimentary tours of the An Dúlamán Gin distillery (and the new proposed whiskey distillery when it is operational) for the Member and one accompanying person per visit and a

50% discount off tour prices for each additional accompanying person up to 10 per visit on production of your membership certificate.

2.4 From the Date of Membership until the 12th anniversary of membership commencement all Members will be entitled to 20% discounts on all non-alcoholic products and 10% discounts on Sliabh Liag Distillery produced spirits in the shops at the distillery on production of your membership certificate.

2.5 Subject to and following the proposed new whiskey distillery becoming fully operational (“Commencement of Whiskey Production”) the Supplier will hold a once off prize draw for one cask of whiskey per 500 memberships accepted prior to the date of the draw taking place. The prize will comprise of the duty-suspended contents of one 191 litre cask of whiskey. Not included in the prize is the cost of excise duty, VAT, bottling and delivery on release from suspension after 5 years in the cask. In the event that the winning Member(s) do not wish to take possession of the cask contents then the Supplier may offer to purchase the cask contents from the Member(s).

2.6 Subject to Commencement of Whiskey Production and within 1 year of Commencement of Whiskey Production the Supplier will send to all Members a 70cl bottle of Poitín.

2.7 Subject to Commencement of Whiskey Production, it is intended that Ár Muintir Gold or Gold Member’s benefits will be as follows:

- a) Following installation of the whiskey stills in the proposed new whiskey distillery the Supplier will, with the written permission of the Member, engrave the name of the Member on a brass ring set around the base of one of the whiskey stills.
- b) Following Commencement of Whiskey Production the Supplier will send to the Member a 20cl bottle of new make single malt spirit and a 20cl bottle of new make pot still spirit in a presentation box.
- c) Following the 3rd anniversary of the Commencement of Whiskey Production the Supplier will send to the member a 70cl bottle of 3-year-old Pot Still Irish Whiskey.
- d) Following the 4th anniversary of the Commencement of Whiskey Production the Supplier will send to the member a 70cl bottle of 4-year-old Single Malt Irish Whiskey.
- e) Following the 5th anniversary of the Commencement of Whiskey Production the Supplier will send to the member a 70cl bottle of 5-year-old Pot Still Irish Whiskey.
- f) Following the 6th anniversary of the Commencement of Whiskey Production the Supplier will send to the member a 70cl bottle of 6-year-old Single Malt Irish Whiskey.
- g) Following the 8th anniversary of the Commencement of



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Whiskey Production the Supplier will send to the member a 70cl bottle of 8-year-old Pot Still Irish Whiskey.

h) Following the 10th anniversary of the Commencement of Whiskey Production the Supplier will send to the member a 70cl bottle of 10-year-old Single Malt Irish Whiskey.

2.8 Subject to Commencement of Whiskey Production, it is intended that Ár Muintir Silver or Silver Member's benefits will be as follows:

a) Following the 3rd anniversary of the Commencement of Whiskey Production the Supplier will send to the member a 70cl bottle of 3-year-old Pot Still Irish Whiskey.

b) Following the 4th anniversary of the Commencement of Whiskey Production the Supplier will send to the member a 70cl bottle of 4-year-old Single Malt Irish Whiskey.

c) Following the 8th anniversary of the Commencement of Whiskey Production the Supplier will send to the member a 70cl bottle of 8-year-old Pot Still Irish Whiskey.

d) Following the 10th anniversary of the Commencement of Whiskey Production the Supplier will send to the member a 70cl bottle of 10-year-old Single Malt Irish Whiskey.

2.9 Membership of Ár Muintir is a reward scheme with the purpose of supporting the development of the distilleries. The proposed new whiskey distillery is currently at the site purchase phase and therefore delivery of the benefits referred to in clause 2 above are subject to the Commencement of Whiskey Production. If progress does not go as planned then the Supplier reserves the right to alter the benefits detailed in this Contract by either substituting, delaying cancelling or withholding benefits. The Supplier cannot guarantee the delivery of the benefits described but will use reasonable endeavours to provide the benefits as set out in clauses 2.1 to 2.8 to the Member as soon as possible following the stated times.

3. DELIVERY

3.1 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows the date of the dispatch by the Supplier's nominated dispatch company as well as all relevant Member and Supplier reference numbers and the type and quantity of the goods.

3.2 The Supplier shall deliver to the location detailed on the Member's application form. Any change in delivery address by the Member must be notified to the Supplier. If there are additional charges associated with delivery to a new location the Member will be liable for these charges and must discharge them prior to any shipment. In order to change the delivery address the Member shall email or write to the distillery with the new location and upon payment of any additional charges the

Member's account will be updated.

3.3 Delivery of the goods shall be completed on the arrival of the goods at the Delivery Location, whereby title to and risk in the goods shall pass to the Member. In the event that goods are damaged or broken in transit prior to completion of delivery, the member must promptly notify the Supplier in writing with photographic evidence, and in any event no later than fourteen days after the date of delivery. Provided notification is received within the time period stated, the Supplier shall arrange for delivery of replacement goods and may request that the Member return the damaged or broken goods at the cost of the Supplier.

3.4 The Supplier shall not be liable for any delay or failure in delivery of the goods that is caused by any event beyond its reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable including, without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or default of subcontractors ("Force Majeure Event") or which is caused by the Member's failure to provide the Supplier with adequate delivery instructions, a correct delivery address or any other instructions that are relevant to the supply of the goods.

3.5 In the event of the Supplier's total and ongoing failure to perform, and to be able to perform in future, the Contract for any reason whatsoever no Member shall have the right to terminate this Contract and/or obtain a refund of the Membership Price (defined below) whether pro-rata or otherwise, but the Supplier retains the right to deliver alternative goods to Members.

3.6 If the Member fails to accept delivery of the goods following two attempts at delivery by the Supplier, then the Supplier shall return the delivery to its premises and attempt to contact the Member by email or telephone to arrange delivery ("Last Attempt"). If contact is made with the Member, any further delivery costs for such re-delivery shall be borne by the Member. If contact is not made on the Last Attempt the Supplier shall be entitled to dispose of the undelivered goods as it sees fit without liability to the Member and the Supplier shall be released from any future liability to deliver goods to that Member for the outstanding portion of any benefits.

3.7 The Member's goods can also be held at the Distillery for collection in person if requested by a Member in writing to the Supplier. In such circumstances the goods will be held at the Distillery for a period of one year from the date the relevant goods became available for delivery ("Collection Period"). On the expiry of the Collection Period the Supplier shall be entitled to dispose of the undelivered goods as it sees fit without liability to the Member and the Supplier shall be released from any future



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liability to deliver goods to that Member for the outstanding portion of any benefits. Upon collection of the Goods the Member will be asked to sign a confirmation in writing that you have received the goods at which point title to and risk in the goods shall pass to the Member.

4. QUALITY

4.1 As a consumer, you have legal rights in relation to the goods including in relation to any which is faulty or not as described. Advice about your legal rights is available from the appropriate authority in Ireland. Nothing in these Conditions will affect these legal rights.

5. PRICE AND PAYMENT

5.1 The membership price ("Membership Price") for entry to Ár Muintir Gold is €990.00 and to Ár Muintir Silver is €590.00, plus delivery charges applicable to the Member's chosen delivery location if outside Ireland and the UK. The Membership Price is not refundable in whole or party in any circumstances.

5.2 The Membership Price is inclusive of the cost of bottling the goods, associated dry goods (bottle, cork, labels, capsule and gift packaging) and duty and VAT in the country of dispatch if applicable. In the event of significant increases in duty and VAT the Supplier reserves the right to pass onto the Member any increases.

5.3 Members shall pay for all delivery costs in advance where delivery is outside Ireland or the UK and notification of when this is to be paid shall be requested by the Supplier via email. It shall be the full responsibility of the Member to pay in full any taxes, duties and other relevant sums due in connection with the importation of spirit-based goods to their Delivery Location outside of Ireland or the UK.

5.4 The Supplier will dispatch to the Member a Membership Pack on receipt of cleared payment of the full Membership Price.

5.5 Any bank or foreign exchange charges incurred by the Member is the responsibility of the Member not the Supplier.

5.6 On expiry or termination or cancellation by the Member of this Contract for any reason, or by the Supplier in accordance with clauses 3.5, 3.6 or 3.7, the Supplier will not be obliged to refund all or any part of the Membership Price to any Member.

6. SPECIAL OFFERS

6.1 From time to time, and at its discretion, the Supplier may publish special offers available to Members in connection with its various products. In the event that the Supplier constructs a membership website or website area Members may be invited to set up an account on the Site with a Username and Password so that they can be contacted by the Supplier.

8. LIMITATION OF LIABILITY

7.1 If the Supplier fails to comply with these Conditions, it will be responsible for loss or damage suffered by the Member that is a foreseeable result of its breach of the Conditions or the Supplier's negligence, but the Supplier is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Supplier's breach or if they were contemplated by both the Member and the Supplier at the time of entry into this Contract.

7.2 The Supplier supplies the goods for domestic and private use. The Member agrees not to use the goods for any commercial, business or re-sale purpose.

7.3 The Supplier has no liability to the Member for any consequential loss, any indirect loss or for loss of profit, loss of business, business interruption, or loss of business opportunity.

7.4 The Supplier does not exclude or limit in any way its liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors, fraud or fraudulent misrepresentation, breach of the terms implied by sections 12, 13, 14 and 15 of the Sale of Goods Act 1979 and defective goods under the Consumer Protection Act 1987.

7.5 Subject to clause 7.4 the Supplier's total liability to the Member 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 Membership Price.

8. HOW WE MAY USE YOUR PERSONAL INFORMATION

8.1 The Supplier will use the Member's personal information to provide the goods to the Member, perform its obligations under the Contract and process the payment of the Membership Price. The Supplier will not give the Member's personal data to any third party without the Member's prior written consent.

9. GENERAL

9.1 The Supplier will use the personal information provided to it to provide the products to the Member and perform its obligations under the Contract, process the payment of the Membership Price and inform the Member about similar products or services that the Supplier provides, but the Member may choose to stop receiving these at any time by contacting the Supplier stating that he no longer wishes to receive such communications. The Supplier will not give the Member's personal data to any other third party without the Member's prior written consent.

9.1 Assignment and subcontracting. The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Member may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under



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the Contract without the prior written consent of the Supplier.

9.2 Notices. The Supplier is a company registered in Ireland with company registration number 552979 with its registered office being Ionad Fiontraíochta Shliabh Liag, Carrick, County Donegal, Ireland. If a Member has any questions or complaints, they should contact the Supplier by telephoning on +353 (0) 74 973 9875 or by e-mail at "bigilinn@sliabliagdistillery.com". If a Member wishes to contact the Supplier in writing, or if any clause in these Conditions requires a Member to give the Supplier notice in writing, this should be sent to the Supplier by e-mail, by hand, or by pre-paid post using the Supplier's contact details above. The Supplier will confirm receipt of this by contacting the Member in writing. If the Supplier has to contact a Member or give a Member notice in writing, it will do so by e-mail, by hand, or by pre-paid post to the address provided to the Supplier in the Order.

9.3 Severance. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9.4 Waiver. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

9.5 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

9.6 Variation. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

9.7 Governing law and jurisdiction. 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 Irish law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

Should you require further information please get in touch with the Sliabh Liag Distillery Team on + 353 (0) 74 973 9875 or email bigilinn@sliabliagdistillery.com for further details.



DRIOGLANN SHLIABH LIAG
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