

SEANCHAÍ ORDER FORM

Name:

(Please give full name and title)

Address:

.....

Postcode: Country:

Telephone Number: E Mail:

NAME & ADDRESS OF CASK OWNER (TO HOLD LEGAL TITLE) IF DIFFERENT FROM ABOVE:

Name:

(Please give full name and title)

Address:

.....

Postcode: Country:

Telephone Number: E Mail:

I WOULD LIKE TO PURCHASE THE FOLLOWING SEANCHAÍ CASK(S):

Cask	Price Each
First Fill* Single Malt Bourbon Cask	€6,000.00
First Fill* Single Malt Sherry Cask	€6,300.00
First Fill* Pot Still Bourbon Cask	€6,000.00
First Fill* Pot Still Sherry Cask	€6,300.00

GRAND TOTAL

Quantity	Total Cost
	€
	€
	€
	€
	€

PLEASE TICK AND COMPLETE WHERE APPROPRIATE

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

Please charge my Mastercard / Visa / Debit Card with €..... (amount) 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 will transfer the amount of €..... (full payment) to the following account:

Account Name: Drioglann Shliabh Liag

Ulster Bank Branch: Main Street, Killybegs, County Donegal

IBAN: IE04ULSB98591010638394

BIC: ULSBIE2D

I am a private individual purchasing the Cask(s) for sole title and use OR

We are group of individuals intending to share the Cask(s) OR

We are a corporate entity and we intend to resell / not to resell* the Cask(s) (*delete as appropriate)

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

In applying to purchase the Cask(s) I confirm that I have read the terms and conditions.

Signed: Date:

Please return this form to: Driogairí Shliabh Liag CGA, Ionad Fiontraíochta, Line Road Carrick, County Donegal, F94 X9D Ireland or email to bigilinn@sliabhliagdistillers.com

SEANCHAÍ TERMS AND CONDITIONS

1. BASIS OF CONTRACT

1.1 The completed Order Form and these Terms and Conditions as amended from time to time ("Conditions") constitute a contract between Sliabh Liag Distillers DAC ("Supplier, we, our, or us") and you ("Member, you, or your") in connection with your membership of Seanchaí ("Contract") to the exclusion of any other terms.

1.2 Your submission of an application form ("Order") constitutes an offer by you to become a member of Seanchaí in accordance with these Conditions. You are responsible for ensuring that the terms of your Order are complete and accurate.

1.3 The Order shall only be deemed to be accepted when we receive payment for the order, at which point the Contract shall come into existence.

1.4 The Contract constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf 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. We will not accept orders from or arrange delivery of alcohol products to any person under the age of 18 at the date of the Contract. If the Delivery Location (defined below) is in a country outside Ireland then by placing an Order you acknowledge and confirm that you are at least of the minimum legal age to purchase alcohol in accordance with the laws of that country.

2. LEGAL OWNER

2.1 This offer is aimed at individuals, or small groups, who want to own their own unique expression and to experience their own whiskey once it is bottled. Buying a Cask with friends is even more affordable and results in a more manageable quantity of bottles. However, we require a single point of contact who will be the legal owner.

3. MEMBERSHIP GOODS & SERVICES

3.1 Cask – As one of Seanchaí it is intended that you will be supplied with your Cask as described on your Order form and in accordance with the Conditions.

3.2 Certificate – Once your Cask has been filled you will be sent a certificate of ownership. You will then be deemed to have taken title to your Cask.

3.3 Seanchaí Inscription – As one of our 600 Seanchaí cask owners, and with your permission, we will engrave your name into a brass fixture on or close to one of our whiskey stills.

3.4 Distillery Tours – Seanchaí, and friends in attendance, will be entitled to complimentary tours of the distillery and 20% discounts on all non-alcoholic products and 10% discounts on Sliabh Liag Distillers produced spirits in the Whiskey Shop at the distillery.

4. CASKS

4.1 Cask numbers will be allocated in the order of the date that we accept an Order but you may choose a higher number, if you wish to do so for any symbolic reasons, if it has not already been allocated. Your Cask will be filled as soon as is practicably possible.

4.2 Your Cask will be filled as soon as practicably possible following receipt of your order and payment but only after earlier orders have been filled and with regard to other demands on production.

4.3 You are purchasing the Cask itself, the contents of the Cask, storage of the Cask and contents for five years from date of filling, and insurance against loss or theft of the Cask whilst in storage with us.

4.4 Casks will be filled with New Make Spirit produced by Sliabh Liag Distillers DAC at a filling strength of approximately 63.0% alcohol by volume (ABV). Casks contain a nominal volume of between 190 and 220 litres and due to supply variability contents may vary.

4.5 As part of the maturation process, natural evaporation and subsequent loss of spirit from the cask will occur (commonly known as The Angels' Share). A benchmark evaporation rate for bourbon barrels of 2% per annum is normally allowed for. However, the size of the Cask its location, the filling strength, and the length of maturation can all affect this rate of loss. Therefore, we give no guarantee of the amount of spirit remaining in the Cask at the end of the maturation period following evaporation.

4.6 Cask Identification – Your Cask will be individually marked with the year of distillation, the Cask number and your own name or other mark specified by you and which is reasonably acceptable to us.

4.7 All Casks will be stored under bond with Excise Duty suspended.

4.8 Your Cask will be regularly inspected for signs of leakage during the time of storage. Also included in the Cask price are the costs of repair to any Cask which is leaking and the replacement of any spirit that is lost as a result of that leakage. Replacement will be made good with spirit from similar periods and batches subject to availability. For the avoidance of doubt no spirit will be replaced as a result of loss due to natural evaporation (The Angels' Share).

4.9 Insurance costs for five years following allocation of your Cask are included in the Cask price. We will insure your Cask with a reputable insurance company against loss from normally accepted perils but excluding terrorism, civil strife, and acts of God. After five years further insurance may be purchased and costs will be advised at that time. In the event that your Cask is lost through an insurable event we will at our sole discretion either refund the Cask price or provide a replacement from similar stock if available.

4.10 The Cask price includes the cost of taking a 100ml sample of spirit from each Cask on the third and fifth anniversaries of the Cask filling date for quality control purposes which will be sent to you for your own analysis. Further Cask samples can be

purchased, up to a maximum of 1 in any particular year. Costs for this service can be obtained by contacting the Supplier. Given advance notice, a sample can be taken free of charge during a visit by you to the distillery, up to a maximum of 1 in any particular year.

4.11 Your Cask must remain within our warehousing arrangements throughout the spirit maturation period which will not be less than 5 years. If you wish to retain your Cask in our warehouse for longer than 5 years then the cost of warehouse rent, insurance, and The Revenue Commissioners of Ireland compliance administration after the 5-year period will be your responsibility and will be communicated to you at that time. Sampling and Cask repair will then be chargeable and we will not replace spirit losses which may occur or any spirit in your Cask which has not matured to the quality standard expected by us.

5. CASK WITHDRAWAL

5.1 Following the five-year period you may remove your Cask at any time on one month's notice.

5.2 Excise Duty Ireland – The contents of your Cask will be kept within a bonded warehouse and during the time that it is kept under bond, payment of Excise Duty and VAT will be suspended. When you remove your Cask or its contents from duty suspension and into the home market (Ireland) you will become liable to pay the Excise Duty due to The Revenue Commissioners. If Excise Duty is applicable, then the amount due will be payable to the Supplier at the same time as any applicable VAT and prior to release of the contents. The Excise Duty is calculated on the percentage of alcohol. In Ireland the current Excise Duty rate for whiskey is €42.57 per litre of pure alcohol, but of course Excise Duty rates may change over time.

5.3 Excise Duty Overseas – If the contents of your Cask are to be exported outside the EU (or to a registered importer and Authorised Tax Warehouse within the EU) then they must first be bottled in Ireland and Excise Duty and VAT can be suspended (but not avoided) subject to the importer being registered for both Excise Duty and VAT. Both may be payable in the country of final destination. If you request us to bottle your Cask then we will release the bottles on presentation of the appropriate export documentation and clearance by the Revenue Commissioners. If you require a third party in Ireland to bottle your Cask then provided that they are an Authorised Tax Warehouse and subject to The Revenue Commissioners' approval then we will release the Cask to them free of Excise Duty and VAT.

5.4 Valued Added Tax – VAT is not included in the Cask price. VAT at the then applicable rate is applied to the Cask price plus the amount of Excise Duty when your Cask is released out of duty suspension and into the home market (Ireland). If VAT is applicable, then you must pay the VAT amount to us at the same time as any applicable Excise Duty and prior to release of the Cask. The current VAT rate for release into the home (Ireland) market is 23%, but VAT rates may vary over time.

5.5 Collection – Collection of unbottled Casks or bottles is your responsibility. You must pay any applicable Excise Duty and VAT to us before collection unless duty and VAT may continue to be suspended. If you assert that Excise duty and VAT is not due because the Cask or bottles are to remain

under duty suspension for export purposes or for transit to an Authorised Tax Warehouse then you must produce full and complete export or transit warrant paperwork including evidence that the collecting party is duly authorised by the Revenue Commissioners to accept and move spirit under duty suspension. If we in our absolute discretion are not satisfied that the spirit is to be exported by or is being moved by an authorised party or that we will not become liable in any circumstance for the Excise Duty and or VAT then you must pay all Excise Duty and VAT to us prior to collection. Whilst collection is entirely your responsibility, we will endeavour to put you in contact with authorised carriers.

5.6 Bottling – You may request us to bottle your cask for you at any time after five years. At that time, we will provide you with a quotation and contract for hand bottling which will require a minimum of two months' notice for bottling to commence. The quoted rate will include bottles, corks, closures, outer cases, and labelling. Bottling strength will be as agreed with you but will in any event be above 44% alcohol by volume as we do not use chill filtering. All casks will be bottled at natural colour. The contents of your Cask will be bottled in a Sliabh Liag Distillers bottle, with a personalised Sliabh Liag Distillers label. Additional labelling can be provided if required. All labelling must comply with Irish Whiskey Association and Bord Bia regulations and legislation and any other relevant legislation pertaining at the time. The label and packaging will record that the product has been distilled, matured and bottled at the distillery but will otherwise not carry any other reference to our intellectual property.

6. PRICE MATCHING

6.1 If you do not wish to retain ownership of your Cask or part of the contents of your cask at the end of five years then, subject to you having made reasonable endeavours to sell your Cask or part of its contents to third parties and subject to the Company having sufficient funds, you may request that we offer to re-purchase from you your Cask or the part of the contents of your cask that you do not wish to keep.

6.2 The price that we will pay you for your cask shall be equal to your original Cask price plus a 3% per annum compound uplift on your original Cask price. The price that we will pay if we purchase part of the contents of the cask shall be pro rata the original price that you paid for your Cask plus a pro-rata 3% per annum compound uplift. In the event that we purchase part of your Cask contents then we shall retain the Cask itself.

6.3 A request to us to offer to purchase your Cask can only be made after three months have elapsed following the 5th anniversary of the filling of your Cask and before the 10th anniversary of the filling of your Cask and only if the the Cask has been stored with us continuously from filling. We may purchase your Cask or contents after the 10th anniversary, but we shall not be bound by the terms of this agreement to do so.

6.4 We will only offer to purchase Casks from owners who are private Individuals or who are private individuals who represent a group of private individuals.

7. SPECIAL OFFERS

From time to time, and at our discretion, we may publish special

offers available to Members in connection with various of our products. If we construct a membership website or website area, we will require you to set up an account on the Site with a Username and Password, if you wish us to contact you about these offers.

8. LIMITATION OF LIABILITY

8.1 If we fail to comply with these Conditions, we will be responsible for loss or damage suffered by you that is a reasonably foreseeable result of our breach of the Conditions or our negligence, but we will not be responsible for any loss or damage that is not reasonably foreseeable. Loss or damage is reasonably foreseeable if they are an obvious consequence of the Supplier's breach or if they were contemplated by both you and us at the time of entry into this Contract.

8.2 We will have no liability to you for any consequential loss, any indirect loss or for loss of profit, loss of business, business interruption, or loss of business opportunity.

8.3 We do not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for any fraud or fraudulent misrepresentation or breach of the terms implied by The Sale of Goods and Supply of Services Act 1980 and defective products under the Consumer Protection Act 2007.

8.4 Subject to clause 8.3, our total liability to you in respect of all 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 (Cask) Price.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

9.1 We will use the personal information provided to us to provide your Cask or its contents to you and to perform our obligations under the Contract, to process the payment of the Cask price, and to inform you about similar products or services that we provide, but you may choose to stop receiving communications from us at any time by contacting us to state that you no longer wish to receive such communications. We will not give your personal data to any other third party without your consent.

10. GENERAL

10.1 Change of Address. You must notify us immediately of any change to your address or contact details. In the event that we are unable to contact you within 6 months of the expiry of 5 years from the date when your Cask is filled, we reserve the right to sell your Cask and its contents and to hold the proceeds on your behalf after deduction of sale costs and any other costs which we may have incurred from warehousing the Cask for any period of more than 5 years.

10.2 Assignment and Subcontracting. We 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. You may not assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract without the our prior written consent.

10.3 Notices. We are a company registered in Ireland with company registration number 552979 with our registered office being Ionad Fiontraiochta Shliabh Liag, Line Road, Carrick, County Donegal, Ireland. If you have any questions or complaints, please contact us by telephoning on +353 (0) 74 973 9875 or by e-mail at "bigilinn@sliabliagdistillers.com". If you wish to contact us in writing, or if any clause in these Conditions requires you to give us notice in writing, this should be sent to us by e-mail, by hand, or by pre-paid post using our contact details above. We will confirm receipt of any communication by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address provided to us in the Order.

10.4 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.

10.5 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.

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

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10.7 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.

10.8 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 Distillers Team on + 353 (0) 74 973 9875 or email bigilinn@sliabhliagdistillers.com for further details.