



### **CONDITIONS OF SALE FOR WINES SOLD ON BEHALF OF A THIRD PARTY**

These Conditions of Sale set out the terms on which we offer products sold on behalf of a third party.

By purchasing these products you agree to these terms, so you should read them carefully before doing so.

Unless we own a product Dunell's acts as an agent for the seller.

### **DESCRIPTION**

Our description of any product, any condition report and any other statement made by us (whether orally or in writing) about any product, including about its nature, condition or provenance are our opinion and not to be relied upon as a statement of fact. We do not carry out in-depth research of the product.

### **OUR RESPONSIBILITY**

We do not provide any guarantee in relation to the nature of a product.

### **CONDITION**

The condition of products can vary widely due to factors such as age and storage conditions. Products are sold 'as is', in the condition they are in at the time of the sale, without any representation or warranty or assumption of liability of any kind as to condition by Dunell's Limited or by the seller.

Any reference to condition will not amount to a full description of condition, and images should not be relied upon entirely. Colours and shades may look different in print or on screen to how they look on physical inspection.

For this reason, they are not an alternative to examining a product in-person or taking your own professional advice. It is your responsibility to ensure that you have requested, received, and considered the condition of a product.

### **WITHDRAWAL**

Dunell's Limited may, at its option, withdraw any product at any time prior to or during the sale and has no liability to you for any decision to withdraw.

### **SELLER'S WARRANTY**

For each product, the seller gives a warranty that the seller:

(a) is the owner of the product or a joint owner acting with the permission of the other co-owners

or, if the seller is not the owner or a joint owner, has the permission of the owner to sell, or the right to do so in law; and

(b) has the right to transfer ownership of the product to the buyer without any restrictions or claims by anyone else.

If either of the above warranties are incorrect, the seller shall not have to pay more than the purchase price paid by you to us. The seller will not be responsible to you for any reason for loss of profits or business, expected savings, loss of opportunity or interest, costs, damages, other damages or expenses.

The seller gives no warranty in relation to any product other than as set out above and, as far as the seller is allowed by law, all warranties from the seller to you, and all other obligations upon the seller which may be added to this agreement by law, are excluded.

**AUTHENTICITY WARRANTY**

(a) Subject to the obligations accepted by Dunell's Limited under this authenticity warranty, none of the seller, Dunell's Limited, its employees or agents is responsible for the correctness of any statement as to the authorship, origin, date, age, attribution, genuineness or provenance of any product, for any other error of description or for any fault or defect. Further, no warranty whatsoever is given by the seller, Dunell's Limited, its employees or agents in respect of any product and any express or implied condition or warranty is hereby excluded.

(b) The buyer shall not be entitled to claim under this authenticity warranty for more than the amount paid by him for the product and shall have no claim for any loss, consequential loss, or damage whether direct or indirect suffered by him.

(c) The benefit of this authenticity warranty shall not be assignable and shall rest solely and exclusively with the buyer who shall be the person to whom the original invoice was made out in respect of the product when sold and who has since the sale retained uninterrupted and unencumbered ownership thereof.