



CASK TRADE[®]

MASTERS OF WHISKY APPRECIATION

YOUR GUIDE TO INVESTING IN CASK WHISKY

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CASK TRADE IS THE FIRST COMPANY TO CREATE A REAL TRADING MARKETPLACE FOR INDIVIDUAL CASKS OF WHISKY ANYWHERE IN THE WORLD.

We are a team of whisky professionals, made up of masters of cask trading and whisky appreciation. Combined with our passion, we have over **100 years** of knowledge and experience in valuing, tasting and managing the entire life cycle of a cask.

Our company is well-financed, and holds all appropriate licences and certifications (WOWGR, AWRS and DUTY REP. LFL Insurance). This enables us to safely store and manage casks across the United Kingdom and on behalf of customers around the world.

We have an exceptional stock list of fully owned casks, offering a wide variety of whisky of different sizes, ages and finishes from more than **90 distilleries across Scotland**, as well as bourbon, rum and cognac. Creating an open marketplace for all, allows for simple trading and honest industry pricing.

We manage the entire evolution of any cask, including samples, health checks, storage and the whole bottling process, with shipping worldwide.

We offer multiple in-house exit strategies, including re-selling to our international network of independent bottlers and other investors, as well as listing your cask for sale on our stock list or auction site (auctionyourcask.com) at no cost to you. We intend to make the whole experience of owning a cask an enjoyable and profitable journey.



WELCOME

My whisky appreciation was handed down by my father. What started for me as a hobby ended up as a business and gives me a great deal of enjoyment. After 27 years of whisky collecting and tasting, I finally decided it was time to start my own whisky business.

For those of you who know a little about whisky, you might understand that it's now becoming a bankable asset that appreciates at a phenomenal rate. Who would have thought it?

While hunting for bottles of rare whisky, either online, in shops, or from auctions, you learn a lot about the buying patterns and trends of all the whiskies on the market. After collecting thousands of bottles, the storage and administration became too much.

It was a stage in my collecting that I call 'school'. I have now graduated and mostly buy casks of whisky instead. The hunting for bottles (and storing them) can drive everybody mad.

"Casks are so much easier!"

Held in bond, casks can be admired from a distance and traded at profit. My experience with casks has not always been an easy one. I had casks go missing, never exist, incorrect locations, be owned by someone else and they have even turned out to be a different cask type entirely.

In December of 2018, after 25 years in technology, I chose to start Cask Trade Ltd and do Whisky Investment properly.



I wanted to be transparent, professional and reasonable to an ever-increasing global client base. I have created the first real marketplace to trade casks, facilitating buying, selling, trading and auctioning all around the world.

Cask Trade is built on transparency. Our approach has earned us the trust and loyalty of a global client base. And I'm proud that we have created the first real marketplace to trade casks, and facilitate buying, selling, trading and auctioning all around the world.

Our auction site AuctionYourCask.com, is the first ever dedicated, live, cask auction, fully online, anywhere in the world. This is the best way for owners to sell in the most open way, with 0% fees.

Why whisky? Whisky is now out-performing silver, wine, art and gold (SWAG) as an asset class. It's not available in great quantities and the simple laws of supply and demand apply.

Whether you'd love to turn a passion for whisky into a profit, or bottle it for your own enjoyment, Cask Trade can help you achieve your goal.

I look forward to your company on the journey.

Slàinte Mhath!

SIMON ARON

Managing Director

WHY INVEST IN WHISKY?

WHISKY WAS 2019'S
TOP PERFORMING LUXURY INVESTMENT.

AN INCREASE OF 40% ON RARE BOTTLE VALUES IN THE
LAST 12 MONTHS OF THE YEAR FAR OUTSTRIPPED THE MORE
ESTABLISHED ALTERNATIVE ASSET INVESTMENTS SUCH AS
ART, WINE AND CARS...

...AND THIS LOOKS SET TO CONTINUE.

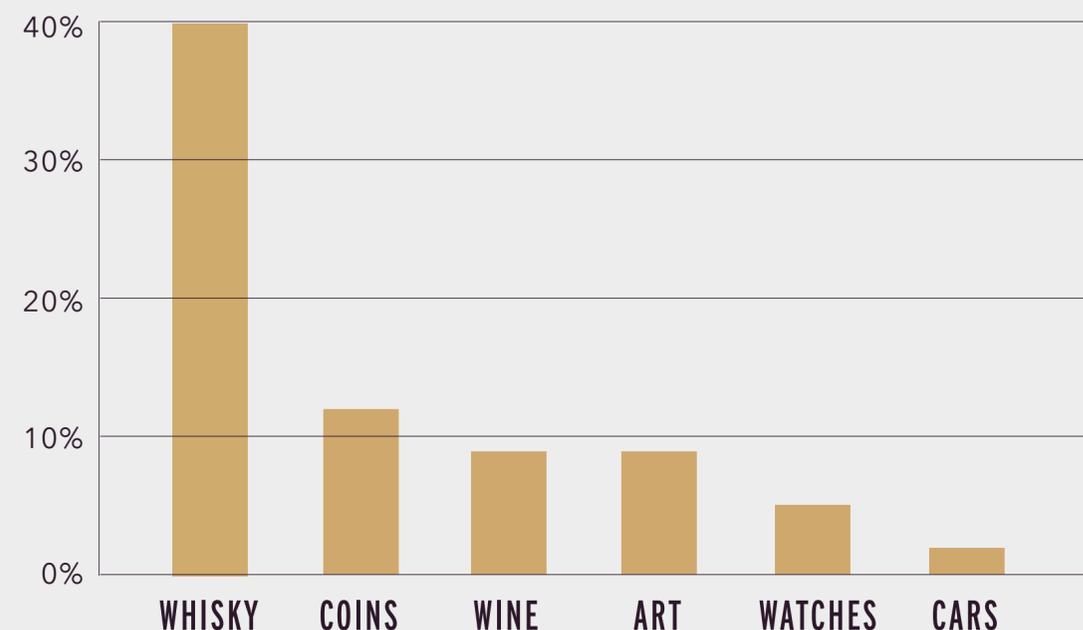
We also saw a **record-breaking price** achieved for a bottle at auction, with a 60-year old Macallan being sold for an extraordinary **£1.5m** at Sotheby's. The sale of this bottle - from cask number 263 - even broke the previous auction record for a single bottle of Scotch of **£1.2m** in 2018.

An entire collection from a single owner of 467 bottles sold for **£7,635,619**, which was around double the pre-auction estimate. This collection took less than ten years to compile and was mostly made up of individual cask whisky in limited edition bottles.

Scotch Whisky is exported to 180 markets worldwide, and 42 bottles are shipped every second. UK whisky sales are set to see a 6% increase to **£2.44 billion** by 2022. Export value of Scotch Whisky in 2019 was **£4.91bn**, +£208m

compared with 2018. Some countries have increased their import of scotch whisky by 150% over 18 months. Scotch whisky is truly a global phenonemon (source TSWIR).

There are currently **20 million casks** of whisky maturing in Scottish bonded warehouses, with Scotch accounting for **21%** of the United Kingdom's entire food and drinks exports. Within three years, over 30 new distilleries have been founded and several legendary closed distilleries restored to full working condition. Recently these distilleries have seen cask sales as a source of early revenue. Un-aged casks of new-make spirit can cost in excess of **£6,000**. Our starting price for casks is **£1,500** for three-year-old whisky from well-established distilleries.



Source: Knight Frank, Wealth Report, 2018

SPOTLIGHT ON THE CASK MARKET

Sales of single malt casks were also making the news in 2019. A cask of Macallan distilled in 1989 sold at auction in Hong Kong for **£441,000**, which is a new world record for maturing a cask of whisky, breaking the previous record in 2018 for a Macallan 1987 at **£375,000**.

PRICE POINTS TO SUIT ALL INVESTORS

These sums might suggest that you have to spend a large amount of money - or even a small fortune - to invest in whisky. That's not the case. The whisky marketplace is surprisingly open to all kinds of investors, and has a huge variety of price points. The majority of casks can be bought for less than **£10,000**. Auction Your Cask recently sold a 1993 Springbank Hogshead for almost **£50,000**, while an excellent 2018 Tullibardine sold for £3,500, a rare 2015 Glenglassaugh went for **£3,900** and a quality 2015 Glen Ord sold for **£2,350**.

A close-up photograph of a whisky glass filled with amber liquid, resting on the wooden surface of a whisky cask. The background is a warm, textured wood grain. The text is overlaid on the right side of the image.

THE WHISKY MARKETPLACE
IS SURPRISINGLY OPEN TO
ALL KINDS OF INVESTORS,
AND HAS A HUGE VARIETY
OF PRICE POINTS

THE WIDER VIEW

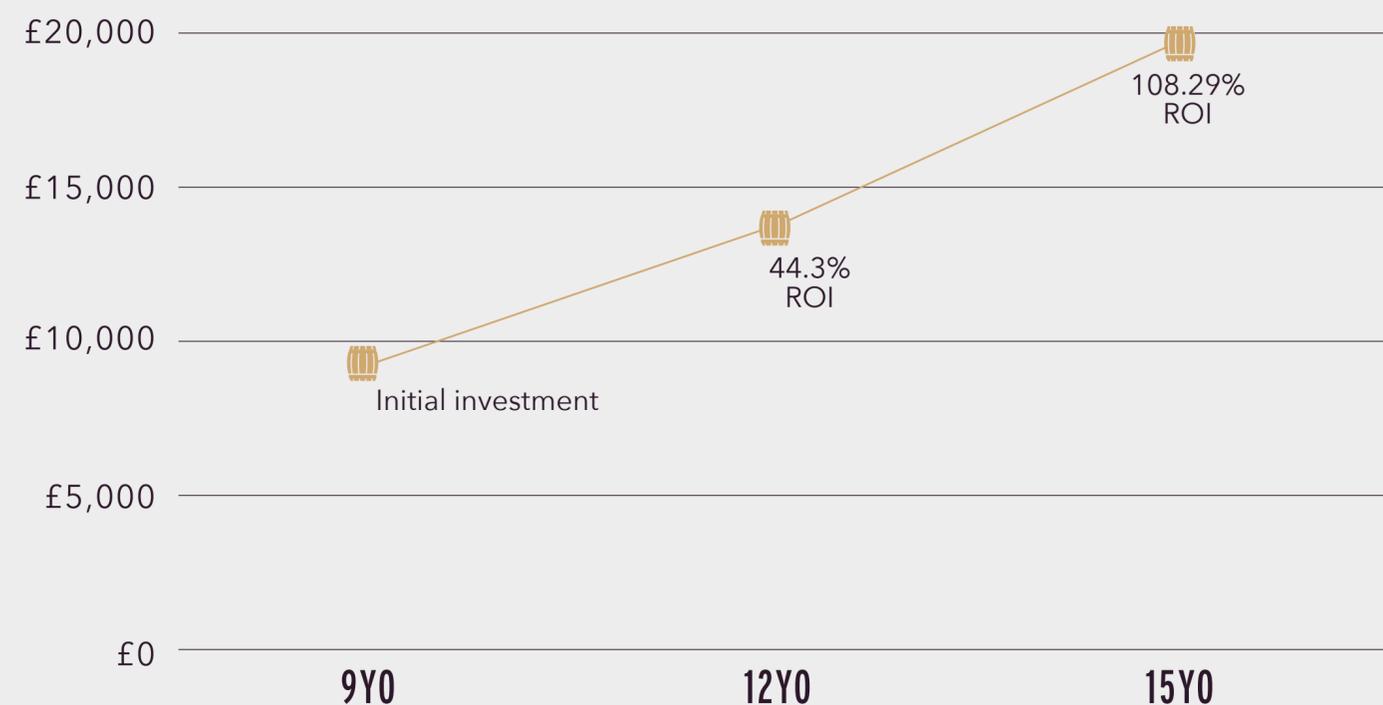
Looking at the bigger picture, it's clear that the most traded single malts are tending to increase in value. The price for collectable whisky keeps on rising. Investing in whisky provides an opportunity to make the most of the performance potential of this growing market.

What's exciting about whisky is that it's one of the few investments in the world that generally appreciates with age. Underestimated brands of whisky can quickly move into the spotlight and increase their value. It means a cask that you purchase today could easily be a star in the future - with the potential to become a very worthwhile investment.

STRONG HISTORICAL RETURNS

Looking more closely at the figures - the four year growth from December 2014 saw rare whisky increase by over **160%**, compared with just **2.47%** for the FTSE 100.

Individual casks of good quality whisky are in limited supply, and whatever is purchased by Cask Trade is sold in a relatively short space of time. There are currently **20 million** plus casks of whisky maturing in Scottish bonded warehouses, with Scotch accounting for **21%** of the United Kingdom's entire food and drinks exports. Over the past few years, over 30 new distilleries have been founded and several legendary closed distilleries are now being restored to full working condition.



An example of financial modelling for a cask of Linkwood 2010



Our starting price for casks is **£1,500** for three plus year old whisky from well-established distilleries.

Our most expensive cask sold to date is **£250,000**

WHY INVEST IN CASKS?



THE POTENTIAL FOR EXCELLENT RETURNS

The best performing alternative asset, with estimated accumulative short-term returns of 22% - 40%, medium term of 60% - 80%, and long term of 97% -140%.



UNIQUE AND LIMITED

Each cask is unique and in limited supply. No two casks will ever be exactly the same.



CASKS ARE SECURELY STORED

Casks can only be held in HMRC government bonded warehouses in a closed and tracked system. There is a clear and official paper trail for each and every cask.



MATURING IN TASTE AND VALUE

Time is on your side. Whisky only matures while it's safely contained in the cask. The older and more mature the whisky, the greater its value.



EXIT STRATEGY

There are multiple ways of realising your investment - including a hassle-free sale to our global client base/ private trade auction.



A DELICIOUS ASSET

Whisky casks are a physical, tangible asset that you own. You can trade it, enjoy samples, or bottle it.



You may want to invest in a single, special cask. Or, you might want to create a balanced portfolio which provides the advantage of multiple different whiskies, cask types, ages and exit points. You may be purchasing for investment, for pleasure, or a combination of the two.

BECOMING AN INVESTOR

Look for a whisky investment provider that offers a full service, has all the correct, official licences, and actually owns the stock. Our prices are the same for investors as they are to the trade. We want to buy back or sell your casks in the coming years. We are a provider with no minimum or maximum investment levels and we want all types of customers to get involved. We can offer full insurance and storage rates at warehouses across Scotland.

Buying from a stock list is an easy and convenient way to invest in whisky casks. The right investment provider can help you find the perfect casks to suit you - whether

you want to invest from **£1,500** in a single cask, or build a mixed, balanced portfolio of up to **£1m**.

Most importantly, Cask Trade will be able to expertly advise you about which casks should be held for a short term (1-3 years), medium term (4-6 years) and long term (over 7 years).

Avoid providers that leave the care and management of the cask in your hands, or that only provide a single option for exiting your investment. A good whisky investment partner should ensure your cask is well looked after, and to achieve the best return on your

investment they should offer diverse exit strategies and a wide network of potential buyers.

Half of our customers are independent bottlers who are always looking for good casks, and our cask auction (**Auction Your Cask**) only sells your privately owned casks. We are all whisky lovers who live and breathe whisky. We taste and sample all the casks we sell. The doors to our tasting room in London are always open, please feel free to come and pay us a visit!

HOW IT WORKS



PICK

Decide on your aims, budget and hold time and we'll be delighted to advise you on your selection.



PURCHASE

Having received payment, we will issue you with your Certificate of Title and Transfer of Ownership.



PATIENCE

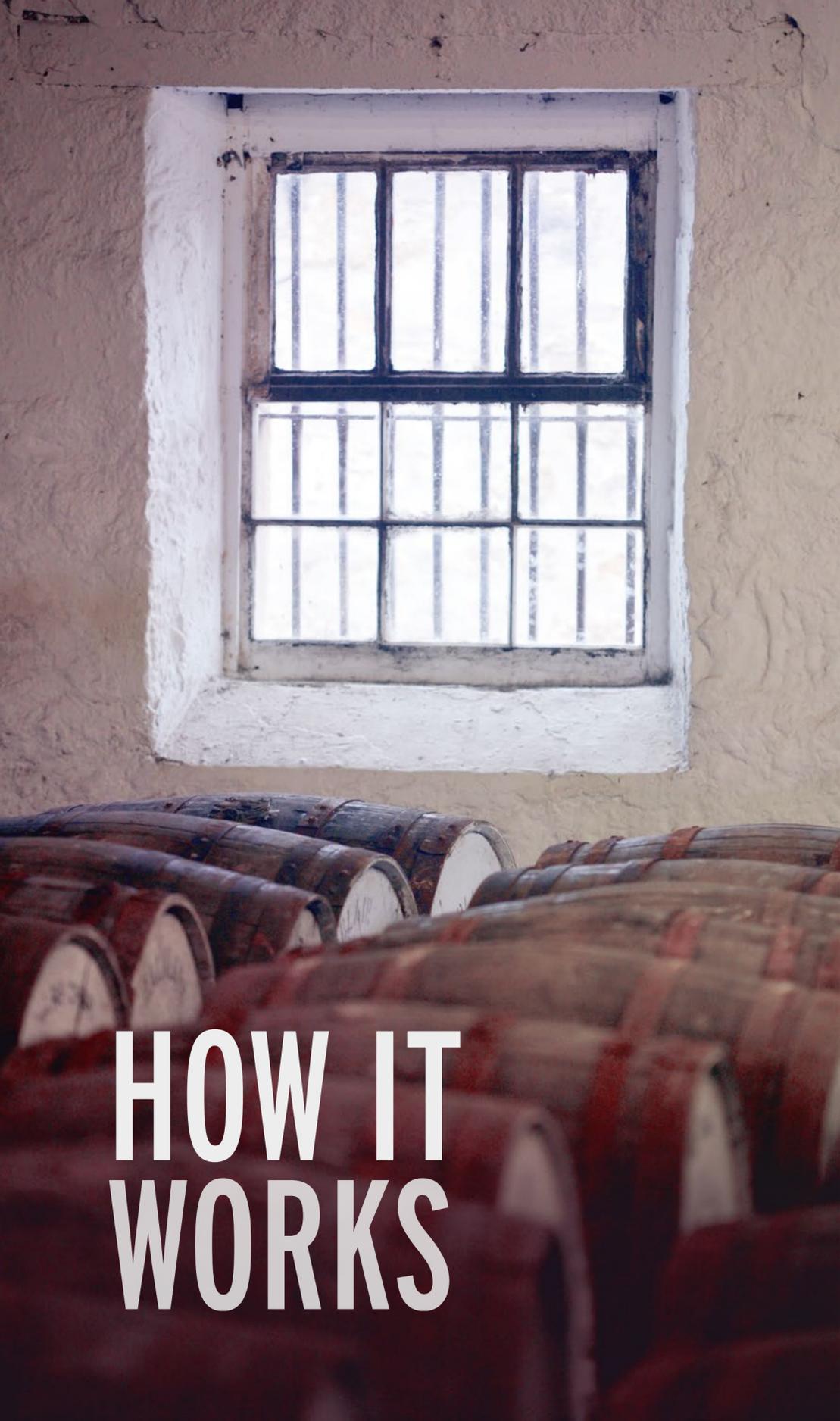
Whisky only matures in the cask. The older and more mature a whisky, the greater the value.



PROFIT

Our diverse exit strategies and global client base ensure you will get the best return on your investment.

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2
3
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HOW IT WORKS

DECIDE ON YOUR STRATEGY

Establish whether you are purchasing for investment, for pleasure, for an heirloom, an anniversary, for bottling or any combination.

DECIDE ON YOUR BUDGET

We have no minimum or maximum investment level. Make a decision on what level of investment you feel comfortable with, and work from there.

DECIDE THE HOLD-TIME

Your whisky investment provider should be able to advise you on which casks will best help you meet your goals. We can model the projected returns for each individual cask, with a choice of recommended exit points.

BUY YOUR CASK(S)

As soon as Cask Trade receives payment, we will issue your Certificate of Title and Transfer of Ownership for your purchase. This paper trail provides assurance that your cask is genuine and is assigned to your name. We will provide you with the exact cask numbers and locations of each cask. We will also arrange insurance and storage.

BE PATIENT

While your whisky sleeps securely in its cask, it slowly matures over time. The older and more mature a whisky, the greater its value. There are significant dates for exit: 10, 12, 15, 18, 21 years and so on. While you're waiting, we can health check your cask, request a sample, or even arrange a visit where possible.

ENJOY YOUR RETURNS

When the time is right, you can bottle your cask and enjoy your whisky. You can also choose to enjoy your investment by selling your cask. You can sell directly to a private individual or independent bottler, or at auction to the highest bidder. You could then reinvest the money in another cask, allowing it to mature and increase in value. That's the beauty of whisky!

CAN I REQUEST SAMPLES OF MY WHISKY CASK?

Yes. You can also request a regauge (health check) to give an update on your cask's maturation.

CAN I VISIT MY CASK?

Yes. Some bonded warehouses allow you to visit your cask, and where this is not possible we can arrange for your cask to be moved if necessary.

WHAT ARE THE STORAGE CHARGES?

Surprisingly reasonable. Storage costs between just 30 and 40 pence a week, but this may vary depending on the warehouse.

HOW CAN I INSURE MY CASK?

We have a company insurance policy that has been negotiated through Lloyd's of London and Aviva insurance for all the bonded warehouses across Scotland (exceptions apply).

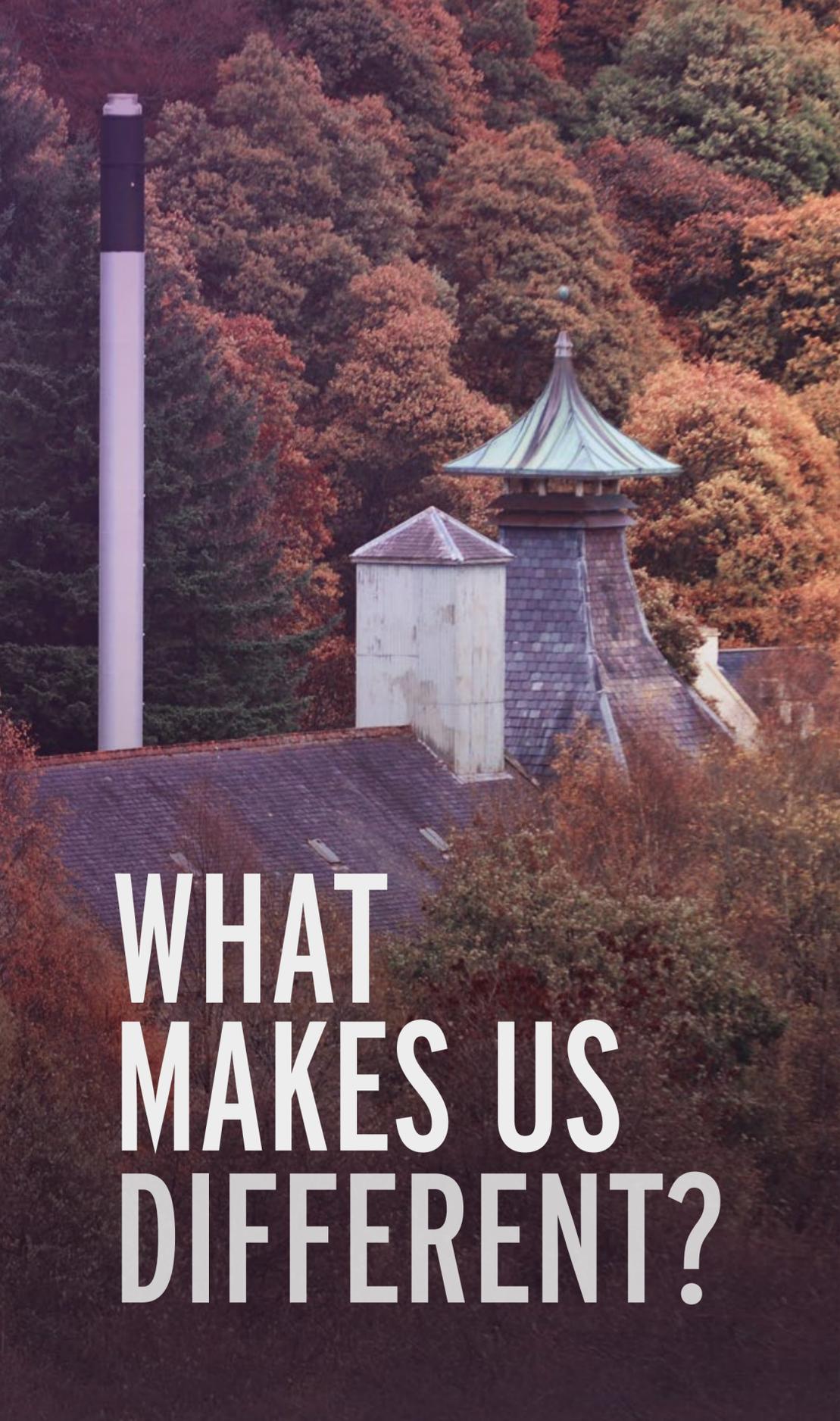
CAN I BOTTLE MY CASK?

Yes. We're fully licensed to bottle your cask. We will arrange bottling, labelling and packing to your specifications. Please bear in mind that duty and VAT are payable before your bottles leave a bonded warehouse.

HOW DO I KNOW MY CASK IS GENUINE?

Due to strict government controls, each cask has a paper trail known as a 'Delivery Order' and a unique cask number. Casks cannot be forged or faked, so they provide a very secure way to invest in whisky.

FREQUENTLY ASKED QUESTIONS



WHAT MAKES US DIFFERENT?



A large inventory with a huge variety of unique single casks



We're stockists, not brokers. We own all of it and it's ready to go!



Exceptional range of distilleries and cask ages available to investors



The same price for all buyers, whether you're buying it privately or buying it to bottle



Financial modelling based on exclusive data



Portfolio management



Multiple exit options



International network of independent bottlers



Dedicated online cask auction (Auction Your Cask)



Advice on valuation and tasting



Samples, health checks, re-racking and bottling



Worldwide shipping



Our knowledge!

FINANCIAL MODELLING

OUR EXCLUSIVE PRICING DATA ALLOWS FOR BESPOKE FINANCIAL MODELLING

The directors and staff of Cask Trade have collectively been buying and selling thousands of casks over the last **15 years**. And while the cask market does not have an official index similar to gold or wine, we've been collecting financial data on the price per litre of single malt whisky from multiple distilleries every year since the early 1980s.

We also use an extensive library of bottle prices of distillery and independent bottle releases for benchmarking projections.

WHAT INFLUENCES THE PRICE OF A SINGLE MALT?

Among the key factors that affect the price of a whisky are the reputation of the distillery, and its brand value. Also, each whisky cask is unique, and possesses many variables such as age, cask type, finish, strength and volume.

THE VALUE OF EXPERIENCE

As a result, financial modelling isn't possible across the wider market, and must be carried out on individual casks. This is made possible through the experience and knowledge of the Whisky Masters at Cask Trade.

THE ANGELS HAVE A PART TO PLAY

All casks naturally experience evaporation over the years. This loss of liquid is known as the 'Angel's Share'. The whisky, while it sleeps, also reduces in alcoholic strength. We take these two factors into consideration in our calculations. Although the process of whisky maturation

is consistent, the outcome is not. There are no guarantees on the taste, colour and ultimately the number of bottles. For lovers of a good malt, these uncertainties in the whisky making process only add to its allure. For investors, it's something we're mindful of when we're making value judgements.

THE IMPORTANCE OF A GLOBAL BENCHMARK

The other metric we use in our financial modelling is the eventual price per bottle of the whisky. This benchmark can only be made upon bottlings of single cask strength single malt releases from around the world.

We currently use more than 40 global databases and retailers to compare the equivalent prices of whisky bottles to the whisky in our casks.



Detailed calculations for specific casks and personalised portfolios are available on request.

A CHOICE OF EXIT STRATEGIES PUTS YOU IN CONTROL

As stockists of whisky casks, we supply private clients and independent bottlers across the world. Over 50% of our clients purchase casks of whisky to bottle and sell under their individual brand labels. It means there are lots of options for you to sell your cask, and enjoy the returns. Of course we can also help you price your cask to maximise your profit.

WHAT HAPPENS ONCE YOU'VE DECIDED TO SELL?

Private sale

We buy back the cask for stock at an agreeable profit to you.

Live stock list

Our live stock list is regularly viewed by all of our clients globally. When it's time to sell your cask we can advertise it for sale on our list, at your target price (0% seller costs, 15% buyer's premium) giving you access to the purchasing potential of a global audience.

AuctionYourCask.com

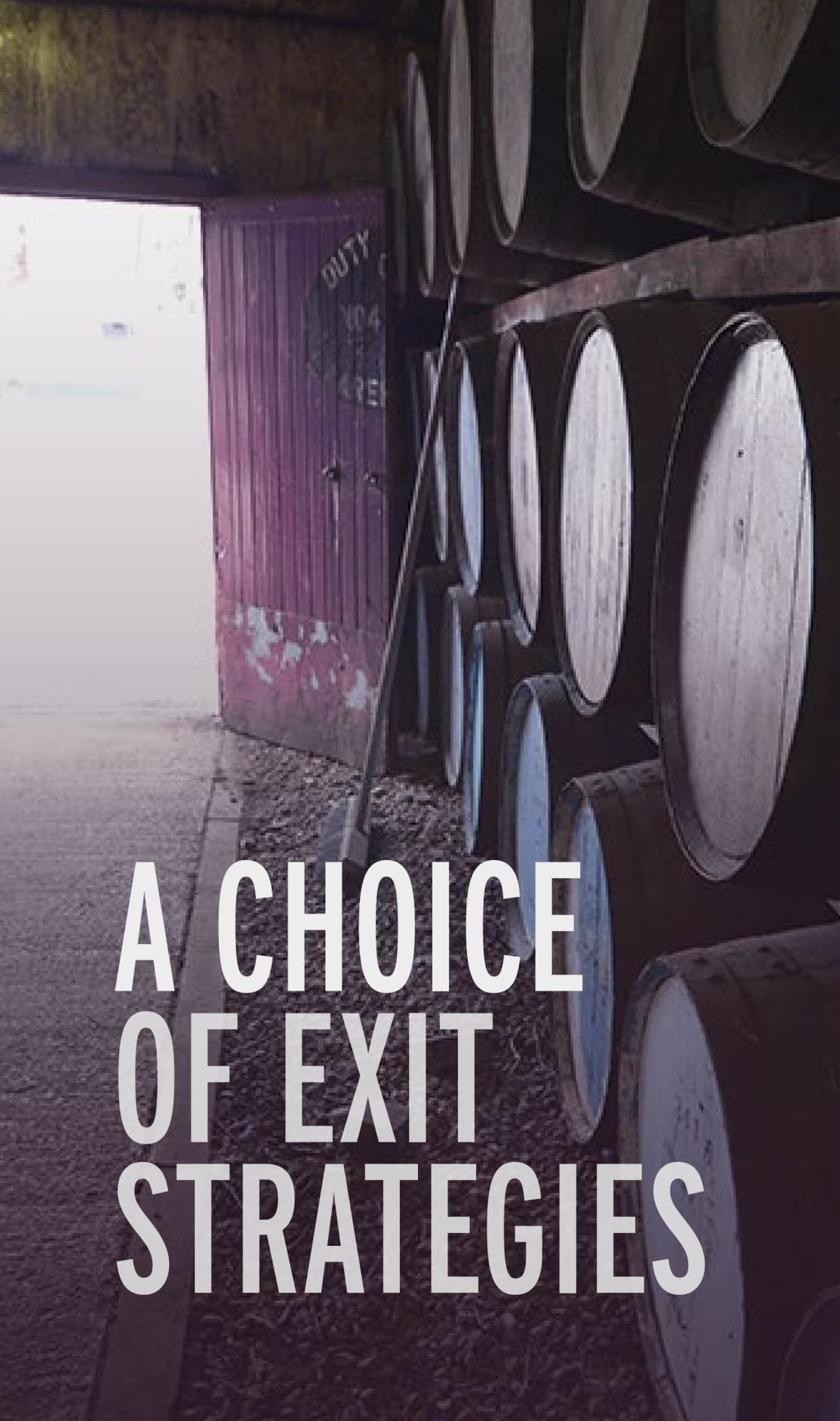
You can sell your cask to the highest bidder on our auction site. It's the first dedicated online cask auction in the world - with 0% sellers fees and an agreed reserve. Our auction is held four times a year. www.auctionyourcask.com

ANOTHER GREAT WAY TO ENJOY YOUR INVESTMENT

Bottle your cask

For many people, owning a cask is more of a romantic journey than a financial one. You can choose to bottle your cask for a special occasion, or simply to share with family and friends. We offer a full service.

Or let it sleep a little bit longer!



A CHOICE
OF EXIT
STRATEGIES

MEET OUR EXPERT TEAM

At Cask Trade, we are collectors, cask sale specialists, and masters of tasting and grading whisky. You'll find our combined knowledge of buying, selling, tasting, collecting and investing in whisky is second to none.



SIMON ARON

The Collector

Simon's love of a fine dram is matched only by his experience in financial modelling and fund management. As a whisky collector for over 20 years, Simon has acquired a large collection of casks along with 1000s of bottles of whisky. He brings a wealth of experience to the business, and infectious enthusiasm. His values are built on a reputation that includes honesty and transparency, backed up by solid due diligence and risk management.



LEE TOMLINSON

The Trader

Lee has sold thousands of quality whisky casks over the years. Having spent the last decade working with the top names in the drinks trade, he is regarded as one of the industry's leading specialists for the sourcing and valuation of casks.



SIR COLIN HAMPDEN-WHITE

The Keeper

A respected Keeper of the Quaich, Colin is a regular guest on TV (The Three Drinkers - Amazon Prime) and numerous podcasts. He sits as a judge for the World Whisky Awards and the IWSC. He also writes about whisky for The Times, FT and The Scotsman, as well as being an award winning photographer.



LEO SCOTT-FRANCIS

The Veteran

Leo specialises in helping clients build their whisky investment portfolios. He has an extensive knowledge of all aspects of whisky, and our investors can rely on his expertise to make the most of a fast-growing asset. He has sold over 1000 casks, and actively manages customer portfolios.



JAMES RUSSELL

The Protégé

As a seasoned host of many whisky tastings and a real whisky enthusiast, his knowledge is extensive. James is equally skilled at detecting the many different notes of a fine malt.

One factor that has a crucial effect on the flavour of a whisky is the oak cask in which it is matured. The fermentation and distillation process gives a mature whisky approximately **20-30%** of its style and flavour, with the rest being extracted from the oak.

THE BEAUTY OF OAK ALLOWS THE ANGELS TO HAVE THEIR SHARE

Oak is an extremely durable wood but is also porous, allowing the cask to breathe. This allows a small amount of spirit every year to evaporate into the air (known as the **'Angel's Share'**), but also draws the spirit deep into the wood.

As temperatures fluctuate through the passing of time, the wood slowly expands and contracts. The spirit is drawn in and out of the oak, imparting flavour and colour.

BOURBON BARRELS

By US law, bourbon can only be matured in brand new oak casks. There's a plentiful supply of oak barrels from all over the USA. These barrels are medium-sized casks and contain around **200 litres** of spirit. The vast majority of Scotch whisky is matured in bourbon barrels and 'hogsheads'. These hogsheads are assembled from barrel staves. These barrels are disassembled for transport and re-assembled with extra staves, making a larger **250 litre cask**.

Ex-bourbon casks are perfectly suited to maturing Scotch whisky due to their ready availability and affordability. Furthermore, the bourbon that they previously held for **2-3 years** softens the oak, ensuring a smoother and more subtle whisky.

A CLOSER LOOK AT WHISKY CASKS



Ever wondered where those vanilla notes come from?

Bourbon barrels are made exclusively from American oak, which gives whisky a honeyed and vanilla characteristic. This flavour is imparted by natural sugars within the wood, as well as the chemical compound 'vanillin' that is also present in vanilla pods.



SHERRY BUTTS

These are becoming increasingly desirable, as previous use in sherry production imparts a **distinctive colour and strong rich flavour**. At around **500 litres** in size, sherry butts are among the largest casks used in the production of Scotch.

Sherry casks are traditionally made of European oak, which has a tighter grain than American oak and imparts a **slightly drier, spicier characteristic**.

Flavours prevalent in the sherry that have been absorbed by the wood are imparted to the maturing whisky. For example, Pedro Ximénez casks give whisky a deep, rich, sweet flavour and dark colour, whereas Oloroso casks give a drier, nuttier flavour. Other types of sherry casks include sherry hogsheads, which are either special coopered and seasoned for the Scotch Whisky Industry or made from re-sized staves of older sherry butts. These are a similar size to bourbon hogsheads but have a distinctive shape, looking like a half-size butt.

Whisky is not limited to maturation in bourbon and sherry casks. Other oak cask types that have been used to hold a variety of wines and spirits from around the world are used for maturation, often for 'finishing' or for a 'secondary maturation'.

PORT PIPES

Similar in size and shape to sherry casks, but **much rarer**, are European oak 'port pipes'. These impart port wine's sweetness and tannin, often resulting in a **sweet, rich and silky** final product. Most wine barriques are made from European oak from all over the world, even first-growth Bordeaux. These casks can be extremely desirable and add a **distinctive reddish hue** to the colour of the whisky. Dessert wine casks add sweet, honeyed flavours (Sauternes, Madeira and Tokaji casks are a rare treat!), and rum casks from the Caribbean impart tropical notes. New casks can even be white wine, cider, tequila and some other woods apart from traditional oak.

GET IN TOUCH

READY TO INVEST?

Our knowledgeable and helpful whisky experts are ready and waiting to help you to finalise your selection and answer any questions you might have. You are also welcome to drop in for a dram - and let's talk whisky!



CALL

0203 746 3034



EMAIL

info@casktrade.com



VISIT US

Cask Trade
203 Linen Hall
162-168 Regent Street
London, W1B 5TG

TERMS & CONDITIONS OF SALE (INDIVIDUAL ONLY)

Please read the following important terms and conditions before you buy anything from looking at our website and check that they contain everything which you want and nothing to which you are not willing to agree.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 state that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality.

This is a summary of some of your key rights. It is not intended to replace the contract below which you should read carefully.

Should you have any questions or queries about your legal rights and/or tax advice on the implications for you on the purchase and sale of whisky casks you should seek your own advice from suitably qualified advisers before you place your order

1. These terms

- 1.1 What these terms cover. These are the terms and conditions on which we supply goods to you.
- 1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 Who we are. We are Cask Trade Ltd, a company registered in England and Wales. Our company registration number is 11657830 and our registered office is at 203 Linen Hall, 162-168 Regent Street, London, W1B 5TG. Our relevant registration numbers are: VAT 309 2542 15; Warehousekeepers and Owners of Warehoused Goods Regulations 1999 (WOWGR) No: GBOG309254200; Alcohol Wholesaler Registration Scheme (AWRS) URN: XBAW00000113956; EORI (Economic Operator Registration and Identification) No: GB3092542150000.
- 2.2 How to contact us. You can contact us by telephoning our customer service team at 020 3746 3030 or by writing to us at info@casktrade.com or 203 Linen Hall, 162-168 Regent Street, London, W1B 5TG.
- 2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
- 2.5 "WOWGR registration" means registration with HM Revenue & Customs for the purposes of The Warehousekeepers and Owners of Warehoused Goods Regulations 1999.

3. Our contract with you

- 3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us (“the contract”) and we will send you our invoice in respect of the purchase price of the goods you have ordered as set out on the order form. Unless otherwise stated payment is due by return.
- 3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because you are not allowed to buy the goods from us or we are not allowed to sell the goods to you.
- 3.3 Your account reference. We will assign an account reference to your order which you will find on your invoice. It will help us if you can tell us the account reference whenever you contact us about your goods.
- 3.4 If you are under the age of 18 you may not buy any goods from us.
- 3.5 You warrant and represent to us that you are not a revenue trader as defined in section 1 of the Customs and Excise Management Act 1979 and agree to indemnify us from all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with: your breach of this warranty and representation.

4. Your rights to make changes and additional goods and services

- 4.1 If you wish to make a change to the goods you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the goods, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
- 4.2 If you wish to order additional goods or services from us, such order shall be subject to us agreeing the cost and terms of supply and our acceptance of your order. Where any such additional services shall be procured by us on your behalf from our suppliers, you will be charged the cost which we are charged plus a 10% administration and processing fee. All such orders shall be subject to these terms and conditions unless we expressly agree otherwise.

5. Our rights to make changes

We may change the goods to reflect changes in relevant laws and regulatory requirements.

6. Provision of goods

- 6.1 What will happen if you do not give required information to us. We will require certain due diligence information and documents from you as set out in the separate documents ‘Client Information Questionnaire’ and ‘Anti-Money Laundering Documentation’ so that we can supply the goods to you. If you do not give us this information at the time you place your order, we will not be able to proceed with your order.
- 6.2 Payment. All payments shall be in British Pounds Sterling. Unless specifically agreed otherwise, we only accept payment by bank transfer to our account the details of which appear on our invoice, and you shall be responsible for any bank charges or fees on payments. All payments are due in full without any deduction by way of set off, counterclaim, discount, abatement or otherwise. We do not accept cash.
- 6.3 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 6.4 VAT, duties and further costs. The purchase price is the price of the goods identified on the order form including the liquid inside them and all other costs referred to in these terms and conditions are exclusive of any applicable VAT, excise or similar duty which shall be payable by return on delivery of our valid invoice in respect of the same. The purchase price does not include any further costs in respect of additional goods or services it is agreed we will provide in accordance with these terms and conditions such as the cost of samples, re-gauging, packaging, delivery, shipping, picking, movement, bottling, design storage or insurance.
- 6.5 What happens if you fail to pay any of our invoices. If you fail to make a payment due to us under the contract or any other agreement or arrangement with us by the due date, then, without limiting our remedy under clause 10, you shall pay interest on the overdue

sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this term will accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when that base rate is below 0%..

- 6.6 Goods may vary slightly from their pictures and specification. The images/illustrations of goods on our website and/or stock list are for illustrative purposes only. The details set out on the Order Form are definitive at the time of purchase. The specification of the goods including but not limited to the AYS, OLA, RLA, ABV and location are provided to you based on information supplied to us at the time of sale and we shall have no liability arising from differences in the specifications arising from subsequent re-gauging.
- 6.7 When you own goods. You own goods once we have received payment in full for them. Risk of loss or damage to the goods also passes at this time, unless the goods are NOT to be held by us on your behalf under our WOWGR registration, when risk will pass on delivery. You are recommended to have your goods insured with effect from the date of payment/delivery. Where the goods are held by us on your behalf under our WOWGR registration, we can provide an insurance quote for the goods to be insured under our own stock insurance on request but we are not obliged to insure your goods.
- 6.8 Storage costs. As well as the costs of the goods themselves, you will be responsible for storage costs from the date of purchase. Storage costs for a cask are in the region of £30 -£40 per annum but are subject to change. Details of the prevailing costs may be found on our website. Where the goods are held by us on your behalf under our WOWGR registration, we will invoice you yearly in arrears otherwise you will be responsible for paying direct the bonded warehouse which holds your goods.
- 6.9 Storage of your goods. Unless otherwise agreed between you and us, your goods will be warehoused at an HMRC bonded warehouses and designated under your name. Where goods are warehoused by us, we shall not undertake any actions in respect of your goods, including (but not limited to) moving, sampling, re-gauging or re-racking without your prior permission in writing.
- 6.10 If you wish the goods to be warehoused not under our WOWGR registration, you will need to supply to us with your instruction to that effect, with the documentation referred to in clause 6.1 and proof that you have an account at the location at which you wish the goods to be warehoused. We will discuss with you the cost and process of delivery/

moving your goods. All movements of goods are made by HMRC accredited bonded transport companies. Any dates quoted for delivery/movement are approximate only, and the time of delivery/movement is not of the essence.

7. Right to cancel

- 7.1 You have the right to cancel the contract with us within 14 days without giving any reason.
- 7.2 The cancellation period will expire after 14 days from the day on which we confirm that payment has been made and your goods are now warehoused with us or have otherwise been delivered.
- 7.3 To exercise the right to cancel, you must inform us of your decision to cancel the contract by a clear statement (eg a letter sent by post, fax or email) using the contact details at the top of this contract.
- 7.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

8. Effects of cancellation

- 8.1 If you cancel the contract, we will reimburse to you all payments received from you.
- 8.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract.
- 8.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

9. Nature of the goods

- 9.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, the goods:
- are of satisfactory quality;
 - are fit for purpose;
 - match the description or sample.

- 9.2 We must provide you with goods that comply with your legal rights.
- 9.3 Your statutory rights are set out at the head of these terms. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please contact us using the contact details clause 2.1 or visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06 or you should seek advice from a suitably qualified solicitor
- 9.4 It is your responsibility to sample periodically your goods (according to normal industry averages) in order to ensure an acceptable level of maturation and taste according to your expectations. Subject to clause 4, we can arrange for this to be undertaken for you, however, please note that sampling is subjective and we do not accept responsibility should the maturation or taste not meet your expectations.
- 9.5 It is your responsibility to re-gauge periodically your goods (according to normal industry averages) by measuring the RLA (Re-gauged Litres of Alcohol) and ABV% (Alcohol By Volume) in order to monitor the loss of alcohol of your goods in both quantity and strength. Subject to clause 4.2, we can arrange for this to be undertaken for you.
- 9.6 Nothing in these terms affects your legal rights under the Consumer Rights Act 2015.

10. Our right to end the contract

We may end the contract if you do not make any payment to us when it is due, or any payment is declined, and, unless otherwise agreed, you have not made payment within 7 days of the date of an invoice.

11. Our responsibility for loss or damage suffered by you

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any losses that:

- (a) were not foreseeable to you and us when the contract was formed;
- (b) that were not caused by any breach on our part;
- (c) business losses; and
- (d) losses to non-individuals.

12. How we may use your personal information

We will only use your personal information as set out in our privacy policy at www.casktrade.com/privacy-policy/.

13. Force Majeure

Neither of us shall be in breach of the contract nor liable for delay in performing, or failure to perform, any of our obligations under the contract if such delay or failure results from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate the contract by giving 7 days' written notice to the affected party. "Force Majeure Event" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, epidemic, pandemic or industrial action, but excluding your inability to pay or circumstances resulting in your inability to pay

14. Other important terms

- 14.1 The contract is our entire agreement. The contract constitutes our entire agreement between you and us and any previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to our supply of the goods is extinguished by it. Each of us agrees that, unless it was made fraudulently, neither of us has any remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract or confirmed in writing.
- 14.2 We may transfer the contract to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 14.3 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.4 Nobody else has any rights under our contract. The contract is between you and us. No other person, other than your successors and permitted assigns, shall have any rights to enforce any of its terms.

14.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the clause of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.6 Even if we delay in enforcing the contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking the contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14.7 Which laws apply to this contract and where you may bring legal proceedings. These terms and the contract are governed by the law of England and Wales. You can bring legal proceedings in respect of the goods in the English and Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the goods in either the Scottish or the English and Welsh courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish or the English and Welsh courts. If you live elsewhere, the English and Welsh courts have exclusive jurisdiction to deal with matters relating to these terms and the contract.

14.8 Disputes

(a) We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the goods, our service to you or any other matter, please contact us as soon as possible.

(b) If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you, and give you certain information required by law about our alternative dispute resolution provider.

(c) Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If we cannot resolve a dispute or if you are not happy with how we have handled any complaint, you can submit a complaint to the London Arbitration Centre - www.londonarbitrationcentre.com. The London Arbitration Centre will not

charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

TERMS & CONDITIONS OF SALE (BUSINESS – NON-REVENUE TRADER ONLY)

Please read the following important terms and conditions before you buy anything from looking at our website and check that they contain everything which you want and nothing to which you are not willing to agree.

For the purpose of these terms a business can be a company, partnership or other organisation whether or not having a legal personality.

1. These terms

- 1.1 What these terms cover. These are the terms and conditions on which we supply goods to you.
- 1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 Who we are. We are Cask Trade Ltd, a company registered in England and Wales. Our company registration number is 11657830 and our registered office is at 203 Linen Hall, 162-168 Regent Street, London, W1B 5TG. Our relevant registration numbers are: VAT 309 2542 15; Warehousekeepers and Owners of Warehoused Goods Regulations 1999 (WOWGR) No: GBOG309254200; Alcohol Wholesaler Registration Scheme (AWRS) URN: XBAW00000113956; EORI (Economic Operator Registration and Identification) No: GB3092542150000.
- 2.2 How to contact us. You can contact us by telephoning our customer service team at 020 3746 3030 or by writing to us at info@casktrade.com or 203 Linen Hall, 162-168 Regent Street, London, W1B 5TG.
- 2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
- 2.5 "WOWGR registration" means registration with HM Revenue & Customs for the purposes of The Warehousekeepers and Owners of Warehoused Goods Regulations 1999.

3. Our contract with you

- 3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us ("the contract") and we will send you our invoice in respect of the purchase price of the goods you have ordered as set out on the order form. Unless otherwise stated payment is due by return.
- 3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because you are not allowed to buy the goods from us or we are not allowed to sell the goods to you.
- 3.3 Your account reference. We will assign an account reference to your order which you will find on your invoice. It will help us if you can tell us the account reference whenever you contact us about your goods.
- 3.4 You warrant and represent to us that you are not a revenue trader as defined in section 1 of the Customs and Excise Management Act 1979 and agree to indemnify us from all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with: your breach of this warranty and representation.

4. Your rights to make changes and additional goods and services

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If you wish to order additional goods or services from us, such order shall be subject to us agreeing the cost and terms of supply and our acceptance of your order. Where any such additional services shall be procured by us on your behalf from our suppliers, you will be charged the cost which we are charged plus a 10% administration and processing fee. All such orders shall be subject to these terms and conditions unless we expressly agree otherwise.

5. Our rights to make changes

We may change the goods to reflect changes in relevant laws and regulatory requirements.

6. Provision of goods

- 6.1 What will happen if you do not give required information to us. We will require certain due diligence information and documents from you as set out in the separate documents 'Client Information Questionnaire' and 'Anti-Money Laundering Documentation' so that we can supply the goods to you. If you do not give us this information at the time you place your order, we will not be able to proceed with your order.
- 6.2 Payment. All payments shall be in British Pounds Sterling. Unless specifically agreed otherwise, we only accept payment by bank transfer to our account the details of which appear on our invoice, and you shall be responsible for any bank charges or fees on payments. All payments are due in full without any deduction by way of set off, counterclaim, discount, abatement or otherwise. We do not accept cash.
- 6.3 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 6.4 VAT, duties and further costs. The purchase price is the price of the goods identified on the order form including the liquid inside them and all other costs referred to in these terms and conditions are exclusive of any applicable VAT, use, excise or similar duty which shall be payable by return on delivery of our valid invoice in respect of the same. The purchase price does not include any further costs in respect of additional goods or services it is agreed we will provide in accordance with these terms and conditions such as the cost of samples, re-gauging, packaging, delivery, shipping, picking, movement, bottling, design storage or insurance.
- 6.5 What happens if you fail to pay any of our invoices. If you fail to make a payment due to us under the contract or any other agreement or arrangement with us by the due date, then, without limiting our remedy under clause 8 you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this term will accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when that base rate is below 0%.

- 6.6 Goods may vary slightly from their pictures and specification. The images/illustrations of goods on our website and/or stock list are for illustrative purposes only. The details on the Order Form are definitive at the time of purchase. The specification of the goods including but not limited to the AYS, OLA, RLA, ABV and location are provided to you based on information supplied to us at the time of sale and we shall have no liability arising from differences in the specifications arising from subsequent re-gauging.
- 6.7 When you own goods. You own goods once we have received payment in full for them. Risk of loss or damage to the goods also passes at this time, unless the goods are NOT to be held by us on your behalf under our WOWGR registration, when risk will pass on delivery. You are recommended to have your goods insured with effect from the date of payment/delivery. Where the goods are held by us on your behalf under our WOWGR registration, we can provide an insurance quote for the goods to be insured under our own stock insurance on request but we are not obliged to insure your goods.
- 6.8 Storage costs. As well as the costs of the goods themselves, you will be responsible for storage costs from the date of purchase. Storage costs for a cask are in the region of £30 - £40 per annum but are subject to change. Details of the prevailing costs may be found on our website. Where the goods are held by us on your behalf under our WOWGR registration, we will invoice you yearly in arrears otherwise you will be responsible for paying direct the bonded warehouse which holds your goods.
- 6.9 Storage of your goods. Unless otherwise agreed between you and us, your goods will be warehoused at an HMRC bonded warehouses and designated under your name. Where goods are warehoused by us, we shall not undertake any actions in respect of your goods, including (but not limited to) moving, sampling, re-gauging or re-racking without your prior permission in writing.
- 6.10 If you wish the goods to be warehoused not under our WOWGR registration, you will need to supply to us with your instruction to that effect with the documentation referred to in clause 6.1 and proof that you have an account at the location at which you wish the goods to be warehoused. We will discuss with you the cost and process of delivery/moving your goods. All movements of goods are made by HMRC accredited bonded transport companies. Any dates quoted for delivery/movement are approximate only, and the time of delivery/movement is not of the essence.

7. Nature of the goods

- 7.1 We warrant that on delivery your goods shall:
- (a) subject to clause 6.6, conform with their description;
 - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979. In this regard please bear in mind clause 7.7); and
 - (c) be fit for any purpose held out by us.
- 7.2 Subject to clause 7.3, if you give notice in writing to us within a reasonable time of discovery that some or all of the goods do not comply with the warranty set out in clause 7.1, we shall, at our option, replace the defective goods, or refund the price of the defective goods in full.
- 7.3 We shall not be liable for the goods' failure to comply with the warranty set out in clause 7.1 in any of the following events:
- (a) you make any further use of the goods after giving notice in accordance with clause 7.2;
 - (b) the defect arises because you have failed to follow our oral or written instructions as to the storage, use and maintenance of the goods or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of wilful damage, negligence or abnormal storage (unless stored with us under our WOWGR registration).
- 7.4 Except as provided in this clause 7, we shall have no liability to you in respect of the goods' failure to comply with the warranty set out in clause 7.1.
- 7.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the contract.
- 7.6 These terms shall apply to any replacement goods supplied by us.
- 7.7 It is your responsibility to sample periodically your goods (according to normal industry averages) in order to ensure an acceptable level of maturation and taste according to your expectations. Subject to clause 4.2, we can arrange for this to be undertaken for you, however, please note that sampling is subjective and we do not accept responsibility should the maturation or taste not meet your expectations.

7.8 It is your responsibility to re-gauge periodically your goods (according to normal industry averages) by measuring the RLA (Re-gauged Litres of Alcohol) and ABV% (Alcohol By Volume) in order to monitor the loss of alcohol of your goods in both quantity and strength. Subject to clause 4, we can arrange for this to be undertaken for you.

8. Our right to end the contract

We may end the contract if you do not make any payment to us when it is due, or any payment is declined, and, unless otherwise agreed, you have not made payment within 7 days of the date of an invoice.

9. Limitation of liability

9.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.2 Nothing in the contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective goods under the Consumer Protection Act 1987.

9.3 Subject to clause 9.2, our total liability to you shall not exceed the amount paid by you to us in accordance with the contract.

9.4 Subject to clause 9.2, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

9.5 This clause 9 shall survive termination of the contract.

10. Force majeure

Neither of us shall be in breach of the contract nor liable for delay in performing, or failure to perform, any of our obligations under the contract if such delay or failure results from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the party not affected may terminate the contract by giving 7 days' written notice to the affected party. "Force Majeure Event" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, epidemic, pandemic or industrial action, but excluding your inability to pay or circumstances resulting in your inability to pay.

11. Other important terms

11.1 The contract is our entire agreement. The contract constitutes our entire agreement between you and us and any previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to our supply of the goods is extinguished by it. Each of us agrees that, unless it was made fraudulently, neither of us has any remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract or confirmed in writing.

11.2 We may transfer the contract to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

11.3 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 11.4 Nobody else has any rights under our contract. The contract is between you and us. No other person, other than your permitted assigns, shall have any rights to enforce any of its terms.
- 11.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the clause of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.6 Even if we delay in enforcing the contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking the contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 11.7 Which laws apply to this contract and where you may bring legal proceedings. The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, will be governed by and construed in accordance with the law of England and Wales. Each of us irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.



CASK TRADE[®]

MASTERS OF WHISKY APPRECIATION

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