



Burn o'Bennie Terms and Conditions

1. CONTRACT OF SALE - The completed, signed and countersigned Burn o'Bennie Order Form and these Terms and Conditions comprise the contract of sale for a Burn o'Bennie Cask ("Cask") between Burn o'Bennie (also referred to as "we, our or us") and our Customer (also referred to as "you or your")

2. CASK CONTENT - The Cask to be filled with New Make Spirit produced at Burn o'Bennie Distillery from our 100% barley wash. Filling strength will be no less than 63%ABV

3. THE CASK – Burn o'Bennie Distillery will retain ownership of the wooden cask after bottling.

4. CASK SELECTION– Brent Bowie of Oakwood Cooperage has personally selected the highest quality ex-Oloroso and ex-bourbon casks.

5. PAYMENT – will be due immediately because of the limited availability, you may risk this offer being passed on as it is on a first come first served basis. Payment will include your spirit, warehousing, insurance, wooden cask and all other detailed services for up to a 10-year period. It further includes the costs of repair to any Cask which is leaking, and the replacement of any spirit lost as a result of that leakage but does not include spirit loss due to natural evaporation.

6. STORAGE - Storage and insurance for the first 10 years are included in the initial purchase price. Further storage and insurance can be purchased in one-year blocks at a cost of £100. All casks will be stored under bond at Burn o'Bennie Distillery or its nominated bonded warehouse, regular inspections will be carried out to check the Cask for signs of leakage.

7. ANGELS' SHARE - During maturation alcohol evaporates from the cask at an average annual rate of 2%, apart from the first year where the normal could be up to 5%. Losses in excess of these rates may occur.

8. CASK VISITS & SAMPLES - Burn o'Bennie Distillery is a small, working distillery and visits can be accepted by appointment only. Any samples requested can be taken at a cost of £50 for 2x5cl from their personal Cask.

9. OWNERSHIP - Ownership is not transferable without prior permission from Burn o'Bennie Distillery unless the cask is inherited. Should your cask become available for sale, Burn o'Bennie Distillery has first right of refusal to purchase at a fair market value. Thereafter, ownership can be transferred to another single, named individual, with our approval.

10. FINAL PAYMENTS - These will be due if and when you decide your cask should be bottled. The majority of these payments will consist of Excise Duty plus bottling and labelling costs. The prevailing costs at the time of bottling



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will be charged. A further payment for bottling and labelling plus value added tax at the then prevailing industry rates will be due when the spirit is ready for bottling and must be paid prior to delivery of the bottled spirit to you. For deliveries of bottled spirit within the UK, VAT and excise duty must be paid at the then prevailing rates prior to removal from the bonded warehouse. UK VAT is currently 20% and excise duty is currently £28.74 per litre of pure alcohol. Both rates are subject to change.

11. EXCISE DUTY – This is the tax on the % of pure alcohol, payable to Her Majesty's Customs and Excise. This tax must be paid if the whisky is removed from bond. The Duty rate is subject to change and various different rates of Duty apply throughout the EU and the rest of the world. UK Duty is not payable if the cask is sold back to the distillery 'under bond'

12. BOTTLING – Casks may not be bottled before Burn o'Bennie Distillery has released their own 10-year-old Single Malt. We will bottle to one of 2 bottling strengths, Cask Strength or 46% ABV, bottling will not be chill filtered. All casks will be bottled at natural colour. The cask will be hand bottled at current distillery cost price. We require a minimum of 2 months' notice before bottling, to allow for locality labelling and tax stamp requirements. Cask owners will require to bottle the cask in its entirety. One 200ml bottle will be retained by Burn o'Bennie Distillery for company archives.

13. BOTTLE TYPE - The cask will be bottled in a Burn o'Bennie Distillery Company official bottle, with a personalised Burn o'Bennie Distillery label. The bottling price includes bottles, corks, closures, outer cases, and labelling. Additional labelling can be provided if required. All labelling must comply with Scotch Whisky 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 Burn o'Bennie Distillery and will include the name of the cask owner(s).

14. DELIVERY - On completion of any bottling, collection should be arranged by the owner. Bonded goods can be transferred to any location in the world; however, local Duty rates will apply once it is removed from any final Bond.

15. VAT - You will be charged VAT on the Excise Duty when it leaves Bonded status. If the cask is sold back to the distillery or moved to another location 'under bond' no VAT will be due.

16. DUTY/VAT SUSPENSION - If your spirit is exported outside of the EU (or to a registered importer within the EU) Duty and VAT can be suspended (but not avoided) subject to the exporter being registered for both Duty and VAT. Both would be payable in the country of final destination. It is up to the cask owner to find an importer and arrange this.

17. 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



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you within 1 year of the expiry of 10 years from the date when the Cask is filled, we reserve the right to sell the Cask and the Spirit 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 a period longer than 10 years.

18. YOUR RIGHTS - Under this contract of sale, your rights may not be transferred or assigned to a third party without our consent in writing. This contract of sale is governed by Scottish Law and you and we agree to and accept the exclusive jurisdiction of the Scottish Courts in respect of any matters arising from it. Cask ownership may be automatically assigned to another individual without our consent if it is as part of an inheritance.

19. If you are a registered HMRC revenue trader, please contact us directly.