

## TERMS & CONDITIONS OF CASK SALE

1. The completed limited-edition cask offer purchase form and these terms and conditions comprise the contract of sale for an ex bourbon barrel (“cask”) between Drioglann Thir Chonail Teo (“company”) and a customer/purchaser.
2. A non-refundable deposit of €2,000 per cask is required to secure your cask allocation. Before filling your cask, we will request payment of the second instalment of €4,600 per cask. We anticipate filling all the casks in 2021 but this is subject to the distillery scheduling. You will be kept informed with filling dates as we progress.
3. Your cask will be filled with new make single Malt spirit at the distillery and will contain approximately 190 to 200 litres at a filling strength of circa 63.5 % abv.
4. Your cask will be individually marked with the date of filling, cask number and your own name or other identification specified by you and which is acceptable to us.
5. Once the cask has been filled you will be sent a certificate of ownership. You will then be deemed to have taken title of the cask.
6. The cask price includes all warehouse insurance and rent for a period of 5 years from the date when it is filled. We conduct regular inspection of the cask for signs of leakage during that time.
7. The cask must remain in the Drioglann Chroithlí bonded warehouse. If you wish to retain the cask in our warehouse for longer than 5 years then the cost of warehouse insurance and rent, will be your responsibility and intimated to you at that time. Indicative cost is approximately €100 per annum.
8. The cask price includes the cost of the cask. The cask will become your responsibility to remove from the warehouse at the end of the maturation period. Bottling must be carried out within the Drioglann Chroithlí (Revenue). The bottling will be carried out without chill-filtration or the addition of any colour. You will have the choice of bottling at cask strength or 46% abv. We will be happy to discuss disgorging, bottling and personalised labelling options; we envisage an indicative cost of approximately €3-5 per bottle dependant on the type and quality of the bottle. We will also be happy to discuss other options with you at that time including a possible re-purchase of your cask or re-filling with a fresh batch.  
It will be possible for an extra charge to bottle your cask in two stages to obtain the benefit of two levels of maturation. Drioglann Thir Chonail Teo policy is to carry out the disgorging, bottling and labelling at “cost price” as a token of appreciation to the cask owner.
10. Labelling and packaging details will be agreed in advance of bottling by us with you and must comply with all Irish whiskey legislation (Revenue) 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 and the label will be personalised to you but will otherwise not carry any other reference to our intellectual property.

11. The number of bottles produced by an individual cask depends upon a number of factors including; evaporation rate, age and strength of the whiskey at bottling.

12. As part of the maturation process, natural evaporation and subsequent loss of spirit from the cask will occur. A benchmark evaporation rate for ex bourbon barrels of 2% per annum is normally reasonable. However, the size of the cask, cask location, filling strength and 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. Drioglann Thir Chonaill Teo cannot guarantee the Evaporation rate of your cask.

13. You must notify us immediately of any change to your address or contact details. In the event that we are unable to contact you on the expiry of 5 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 5 years.

14. Replacement or additional certificates of cask ownership can be obtained for an additional charge. Cost for this service can be obtained by contacting the distillery.

15. Your rights under this contract of sale may not be transferred or assigned to a third party without our consent. This contract of sale is governed by Irish Law and you and we agree to and accept the exclusive jurisdiction of the Irish courts in respect of any matters arising from it.

16. Duty is the charge made by Irish customs & Excise based on the percentage of pure alcohol. The current rate in the Ireland is €42.57 per litre of pure alcohol (valid at 02/2020). This is €4,767.00 per cask. Irish vat is currently 23%. This is charged on the purchase price of the whiskey as adjusted for relevant storage, insurance, bottling and duty costs payable by the purchaser. Both duty and vat are due after the cask has been bottled and the finished goods are removed from the bonded warehouse. Taxes are subject to change by the Irish government. Various different rates of duty apply throughout the EU and the rest of the world.

17. If the whiskey is exported under bond, duty and vat can be suspended (but not avoided) subject to the exporter being registered for both duty and vat and being registered as a bona fide exporter. Duty and vat would be payable in the country of final destination at the rates prevailing in that country at that time. It is up to the cask owner to find a suitable importer in the destination country and to arrange the export but the Drioglann Thir Chonaill Teo may be able to assist with this. Please note it is the responsibility of the cask purchaser to be aware of all regulations prevailing in their country of residence regarding the importation of alcohol plus any issues regarding labelling.

**TERMS & CONDITIONS:**

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The Company agrees to sell and you agree to buy the Product for the Price on the terms set out in the Contract. The Company does not enter into contracts for the sale or supply of Product on terms other than these Terms.

## OUR RESPONSIBILITIES

On receipt by the Company of your payment in full, the Company will fill a cask with Product from the next available batch of Product, and a certificate of ownership (“Cask Certificate”) will be produced in your name detailing the cask reference number (your “Cask”). The Company will fill your Cask to capacity at 63.5% alcohol by volume. The Company will retain your Cask at The Drioglann Chroithlí bonded warehouse in Crolla to maturation of the Product.

## LIABILITY

The Company’s entire liability under or in Connection with the Contract shall be limited to an Amount equivalent to the price.