

RoCo Brands Limited Terms and Conditions of Sale

Effective Date: 1 April 2025

These Terms and Conditions ("Terms") govern the sale of premium spirits by RoCo Brands Limited (RoCo Brands shortly), a company incorporated in the United Kingdom, with its principal office at 1010 Eskdale Road, Winnersh Triangle, Wokingham, RG41 5TS, England ("Company", "the Seller", "we", "our", or "us"). By placing an order, you ("Customer", "the Buyer", "you", or "your") agree to be bound by these Terms.

1. ORDERING AND DELIVERY

- a) All orders are subject to acceptance and availability. We reserve the right to refuse or cancel any order at our discretion. Once your order is confirmed, a binding contract is formed in accordance with these Terms. The Buyer shall order the Product from RoCo Brands in writing. An order form will be issued. The Buyer should review and confirm the order in writing with all the correct information requested.
- b) Delivery terms are subject to the Incoterms and Conditions agreed with RoCo Brands.

2. RETENTION OF TITLE

- a) Title to the Product shall remain with RoCo Brands until the Buyer has paid the Seller the full purchase price of the Product and all other sums due to RoCo Brands.
- b) Until title to the Product passes to the Buyer, the Buyer shall:
 - (i) hold the Product on a fiduciary basis as RoCo Brands' bailee.
 - (ii) store the Product in such a way that they remain readily identifiable as RoCo Brands' property.
 - (iii) not destroy, deface, or obscure any identifying mark or packaging on or relating to the Product; and
 - (iv) maintain the Product in satisfactory condition.

3. ALCOHOL LICENSING & ELIGIBILITY

- a) The buyer confirms it is appropriately licensed to purchase and sell alcoholic beverages in its jurisdiction
- b) And the buyer complies with all relevant laws and regulations.
- c) You must be of legal drinking age in your country of residence and in the destination country for delivery. By purchasing our products, you confirm that you meet the applicable legal drinking age requirements.

4. EXPORT AND IMPORT COMPLIANCE

- a) The buyer is responsible for compliance with all import/export regulations
- b) and payment of duties/taxes in the destination country.

5. FORCE MAJEURE

- a) RoCo Brands shall not be liable for any delay or failure to perform any of its obligations under these terms and conditions if the delay or failure is caused by a Force Majeure Event.
- b) A "Force Majeure Event" means any event beyond the reasonable control of RoCo Brands, including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

6. DAMAGES

- a) RoCo Brands shall not be liable for any loss of profits, loss of business, depletion of goodwill or any indirect or consequential loss or damage whatsoever arising out of or in connection with any Contract.
- b) RoCo Brands' liability for any direct loss or damage arising out of or in connection with any Contract shall be limited to the purchase price of the Product.

7. SHORT DELIVERY & REFUNDS

- a) The Buyer shall inspect the Product on delivery and shall within 48 hours of delivery notify RoCo Brands of any alleged defect, shortage in quantity, damage, or failure to comply with the description or quotation providing photographic evidence to support any claim.
- b) For any damaged or faulty items, and approved by RoCo Brands, we will send a replacement item free of charge or refund the order amount within 14 business days.
- c) If the Buyer fails to comply with clause 7(a), the Product shall be deemed to be in accordance with the Contract and the Buyer shall be deemed to have accepted the Product.

8. GENERAL

- a) All content, branding, and trademarks on our website and packaging are the property of RoCo Brands and may not be used without our express written consent.
- b) Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to that other party at its registered office or principal place of business or such

other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

- c) No waiver by RoCo Brands of any breach of these terms and conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- d) If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.
- e) The Contract shall be governed by the laws of England and Wales.
- f) If you have any questions about these Terms and Conditions, please contact us at:
partnerships@rocobrand.com