

GENERAL CONDITIONS MACKMYRA RESERVE UK 2018-2019

GENERALLY

The terms of this offer will last until 2019-12-31. Terms and conditions may change without notice. The offer is aimed at an exclusive circle that will have a unique opportunity to influence and participate in and follow the development from raw material to finished product.

RESERVATION

Mackmyra Swedish Whisky Ltd (hereinafter Mackmyra) has the right to choose whether or not stakeholders are to be given a reservation of contents in a cask or not and the size of the reservation. Furthermore, Mackmyra is entitled to withdraw a reservation against a refund of prepaid reservation amount if Mackmyra finds that there are special reasons for this. The person holding the reservation (below the Cask Owner) is responsible for the accuracy of the information provided at the time of booking. Should the Cask Owner's contact information change during the reservation period, the Cask Owner is responsible for registering these changes at Mackmyra Cask Web.

PAYMENT ON RESERVATION OF A CASK

When booking the contents of a cask, the Cask Owner pays a price for the reservation (below Cask Price) which includes delivery cost of the final product to the Cask Owners address. The Cask Owner will receive an invoice including VAT from Mackmyra Swedish Whisky Ltd. The Cask price includes a voucher corresponding to the Cask Prize and access to the Cask Web. When paying for a cask, the emptied cask is not included when the contents are bottled. Excise duty and additional VAT will be paid by the Cask Owner upon delivery on an additional invoice.

ADDITIONAL SERVICES

Extra services and products will be offered to the Cask Owner according to separate price list.

CASKFILLING

The Cask Owner activates the Cask via the Cask Web and records the time and date of filling the Cask (not applicable in pre-filled barrels). When filling the Cask, the Cask Owner is welcome to attend, himself or with guests. The Cask Owner will pay for himself a trip and any accommodation in connection with the filling. If the Cask Owner has not booked a filling time within 60 days of payment, Mackmyra is entitled to fill the cask without notifying the Cask Owner. If, in the same period, the Cask Owner has not provided a personal text on the plaque, Mackmyra reserves the right to enter the first and last name of the Cask Owner, such as the name written in the Cask Web.

TASTING

There is the possibility for the Cask Owner to sample the contents of the Cask during storage. Such tasting is carried out at serving places with serving permits in the vicinity of where the cask is stored. The Cask owner reports his participation in tasting via Cask Web at any of the Mackmyra-planned tasting events (in Sweden). For tasting, an uptake cost of 20 kr/ cl will be charged. If cancelled later than 14 days before the tasting date, the Cask Owner is charged the full cost of the sample. The Cask owner is welcome to invite guests to attend the tasting session. The Cask owner will pay for himself and possibly accommodation in connection with the tasting.

Sample tasting in the UK must be agreed upon separately with the responsible UK Area Sales Manager. The Cask Owner will pay a fee based on actual cost/freight for delivering the samples.

MATURATION

In connection with the reservation of a cask, the cost for the care, maturation and insurance of the Cask is included. In order for a distillate to be called whisky, it is required that it be matured for at least three years. Recommended maturation time for 30 liter barrels are up to five years. Mackmyra recommends an annual tasting. Mackmyra reserves the right to bottle the contents of the cask after five years unless the Cask Owner before tasting the contents and communicated with Mackmyra that the Cask will be stored longer.

BOTTLING

The Cask Owner reports bottling via the Cask web at the Mackmyra stated bottling occasions. Upon notification of bottling, Mackmyra sends a confirmation to the Cask Owner's e-mail address. The Cask Owner is responsible for the receipt of the bottling notification. It is possible to add a personal text string to the bottles label. The same text applies to all bottles that are bottled and the text must be entered in conjunction with the notification to the bottler. Mackmyra only bottle full 0.5 litre bottles and a delivery of approximately 48 bottles after 4 years. All casks are in oak and individual, which is why the volume and alcohol strength will decrease a little every year, the natural so called Angel's Share. Therefore the whisky's character, nose, taste, alcohol strength and volume can also be different for casks with the same choice and maturation time. When the cask is emptied, the Cask Owner has the opportunity to refill or buy the empty cask. Interest for this shall be communicated directly in connection with the notification to the bottling, or at least no later than the closing date for the relevant bottling.

DELIVERY

Mackmyra is responsible for transporting and delivering the 48 whisky bottles to the Cask Owners address in the UK. The Cask Owner is responsible that the correct address is noted within the Cask Web.

PAYMENT OF BOTTLES

Before the 48 bottles of whisky are delivered, the Cask Owner will pay for the excise duty/alcohol tax and VAT on the excise duty/alcohol tax. The alcohol tax is dependent on the alcohol percent at the time of the bottling.

UNEXPECTED EVENTS RELATED TO THE STORAGE

Whisky is matured in oak barrels, which is a living material, and therefore unforeseen events such as leakage can occur. Should such an unforeseen event occur, the Cask Owner receives compensation from Mackmyra for missing product up to the paid Cask Price.

MODIFICATION OF CONDITIONS

Mackmyra has the right to unilaterally amend these terms of legislation, the ruling of the court or authority, or if it appears to Mackmyra as necessary or appropriate. For example change in trade terms or duty due to Brexit.

FORCE MAJEURE

If Mackmyra's commitments under these terms are prevented or their compliance significantly obviated as a result of force majeure, Mackmyra shall be deemed to be exempt from its commitments to the Cask Owner for the time that the barrier prevents. The Cask Owner is not entitled to compensation for damage resulting therefrom. Force majeure includes war, terrorist attacks, political unrest, import or export restrictions, government action or failure, new or amended legislation, labor market conflict, strike, lockout, blockade or other disability, fire, flood, accident or other Hence a comparable circumstance beyond Mackmyra's control.

CONTACT

Mackmyra Swedish Whisky Ltd

Hays Galleria, 1 Hays Lane,

London, UK, SE1 2RD

E-mail: salesuk@mackmyra.com

Company Registration No: 11254129

VAT No: 301 1590 57

AWRS: XAAW00000111469

MACKMYRA
SWEDISH SINGLE MALT WHISKY