

GENERAL CONDITIONS

MACKMYRA RESERVE DE

2021

GENERALLY

The terms of this offer will last until 2021-12-31. Terms and conditions may change without notice. The offer is aimed at an exclusive Group that will have a unique opportunity to influence and participate in and follow the development from raw material to finished product.

OWNERSHIP

Mackmyra Swedish Whisky GmbH (hereinafter Mackmyra) has the right to choose whether stakeholders are to be given a content of the casks or not. Furthermore, Mackmyra is entitled to withdraw the cask against a refund of prepaid amount if Mackmyra finds that there are special reasons for this. The person holding the right (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 maturation period, the Cask Owner is responsible for registering these changes at Mackmyra Cask Web.

PAYMENT OF A CASK

When booking the contents of a cask, the Cask Owner pays a price for the cask content which includes bottling and standard labels. The Cask Owner will receive an invoice including VAT from Mackmyra Swedish Whisky GmbH. The Cask price includes a voucher corresponding to the Cask amount and access to the Cask Web. When paying for a cask, the emptied cask is not included when the contents are bottled. Delivery, 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 casks). When filling the Cask, the Cask Owner is welcome to attend, him/herself or with guests. The Cask Owner is responsible for all costs associated with his/her 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 name 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 tastings are carried out at a tasting venue with a brand ambassador, locally or in Sweden. The Cask Owner books his participation in tasting via the Cask Web at any of the Mackmyra-planned tasting events. If cancelled no later than 14 days before the tasting date, the Cask Owner is charged the full cost of the tasting (in Sweden). The Cask Owner is welcome to invite guests to attend the tasting session. The Cask Owner will pay for his/her trip and any accommodation in connection with the tasting. Sample tasting in Germany must be agreed upon separately with the responsible Area Sales Manager/Brand Ambassador.

MATURATION

In connection with the booking 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 litre barrels is generally up to five years. Mackmyra recommends an annual tasting to assess the maturity of the cask. Mackmyra reserves the right to bottle the contents of the cask after five years unless the Cask Owner has communicated with Mackmyra that the Cask will be stored longer.

BOTTLING

The Cask Owner books bottling via the Cask Web at Mackmyra for the 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 bottles full 0.5 liter bottles. All casks are in oak (a living material) and are 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 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 whisky bottles to the Cask Owners address in Germany, Mackmyra will deliver to one address. The Cask Owner is responsible that the correct address is noted within the Cask Web. There is also the possibility to pick up the bottles at the Mackmyra shop at Gut Basthorst. This should be entered in the Cask Web when bottling is ordered. This service is free of charge for the Cask Owner. Appointment for pick-up shall be made via kontakt@mackmyra.com.

PAYMENT OF BOTTLES

Before the whisky are delivered, the Cask Owner will pay for the delivery and excise duty/alcohol tax and VAT. The alcohol tax is dependent on the alcohol percentage 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.

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, labour market conflict, strike, lockout, blockade or other disability, fire, flood, accident or other. Hence a comparable circumstance beyond Mackmyra's control.

CONTACT

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MACKMYRA
SWEDISH SINGLE MALT WHISKY