

**COBO is a company registered under the name Cobo Wine Distributions B.V. in the Netherlands with KVK registration number 86680420 and with the registered address Marcusstraat 55, 1091TJ, Amsterdam, The Netherlands**

### **How to order**

It is against the law to sell or supply alcohol to anyone under 18 years of age in the Netherlands. By placing an order you confirm that you are at least 18 years old.

All attendees of COBO events must be 18 years or older. In line with the Company's age verification policy and to comply with Dutch law, attendees may be asked to show official ID with proof of age. If you are not able to do so, you may be refused entry.

You may order wines, spirits or other goods or order tickets to wine tasting(s), dinner services or other services by the various methods mentioned below (unless stated otherwise). You have a right to cancel such orders, please see the paragraph headed "return of goods / cancellation" below for details.

You may order by:

- Telephone, +31 6 22 636 511
- Via our website – [www.cobo.club](http://www.cobo.club)
- By e-mail to [service@cobo.club](mailto:service@cobo.club)

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### **Our contract with you**

Your order is an offer to buy from us. There will be no contract of any kind between you and us unless and until we accept your order and, in the case of wines and goods to be delivered to you, when we actually despatch the goods to you. At any point up until then, we may decline to supply the goods or services to you without giving any reason. At the moment we accept your order or in the case of delivery of goods, when the goods are despatched, a contract will be made between you and us.

On acceptance of your order (application) for a place at any of our ticketed events we will despatch tickets which you are requested to bring with you. Customers are requested not to bring children or pets. You may not be admitted if you do so.

If we are unable to accept your order, we will inform you of this and will not charge

you for the goods. This might be because certain goods are out of stock, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the goods or because we are unable to meet a delivery deadline you have specified.

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### **Description & Prices**

The description and prices payable for the items or services that you order are set out in our emails, price list, brochure and/or website. If, by mistake, we have underpriced an item or service, we will not be liable to provide that item to you at the stated price provided that we notify you before we despatch the item concerned or, if we are not despatching an item, within 7 working days of our acceptance of your order and we may cancel your order provided we refund you any payments you have made. You may agree to pay the correct price in which case we will proceed with your order. In the event that you have been overcharged for an item, a full refund of the difference will be given.

We reserve the right to change our prices. Please refer to the latest price list or our website for all current prices. Please note prices issued in the latest price list or on our website supersede any prices set out in these terms and conditions if they are different.

Unless otherwise stated, prices listed for wines are quoted per bottle and per case, and include VAT at the current rate.

Prices are subject to currency and market fluctuations, changes in duty and VAT as well as stock remaining unsold. If any other currency is stated, this is subject to currency fluctuations and is an indication only.

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### **How to Pay**

We accept Maestro, Visa, Mastercard, American Express or interbank transfers (by arrangement). Orders may be delayed by transfers of money or credit card authorisations not being confirmed by the respective banks. Please note that it is the Customer's responsibility to contact your bank to speed up this process if the order is required urgently. Credit cards are always debited in Euro (EUR). Please note that payment will be taken in full at the time of ordering. We will not process the order until cleared funds are received, unless specifically agreed otherwise in writing.

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## Payment terms and non-payment

**Standard payment terms:** Our standard policy is to process payment at the time of ordering.

On occasion, we do offer credit terms to customers. If you would like to discuss this, please contact your Personal Representative.

**Late payment:** If payment is not received by the requested due date, we may charge interest on the overdue amount at the yearly rate of 4% above the base lending rate of the European Central Bank. This interest shall accrue on a daily basis from the due date until the date of actual payment (in cleared funds) of the overdue amount, whether before or after judgment. If demanded the Customer must pay us interest together with other debt collection charges incurred and the overdue amount.

**Debt collection for non-payment:** Without limiting our right to recover any sum due from the Customer at any time, we may, at our sole discretion, invoke our debt collection process as follows:

- The Customer will be contacted by either email, letter or telephone and payment must be arranged immediately. Notice will be given at this time that at the next contact for payment an administration fee will be charged.
- If after 60 days from the invoice date the debt remains unpaid, an administration charge will be applied to the Customer's account.
- Should the debt still remain unpaid at 90 days from the invoice date, a further administration charge will be applied to the Customer's account.
- We reserve the right to carry out any additional or other methods to recover the debt, including issuing proceedings.
- Preferred method for overdue payment is debit card or bank transfer. We also accept credit card but may levy a surcharge to cover handling and administration costs as follows: Mastercard/Visa 2% of total invoice inc VAT and American Express 2.6% of total invoice inc VAT.

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## Delivery

**Standard:**

Orders of €250 or more (per delivery address) are delivered free of charge throughout the Netherlands for Standard deliveries. We normally deliver between 9am and 5pm Monday to Saturday within 5 working days from receipt of order. We offer a delivery service for orders of less than €250; this is chargeable at €20 per delivery address for Standard deliveries within the Netherlands. Please note that deliveries cannot be consolidated after they have been placed, with a delivery fee applying per individual order.

Whilst we make every effort to deliver all your goods in the agreed time, we will not be liable if we fail to do so in part or in full due to circumstances beyond our control.

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### **Collection**

If you stipulate at the time of placing your order, it is possible to collect from Marcusstraat 55, 1091TJ, Amsterdam. Your order will be available for collection from 7 days after the order date. Identification is required for the collection of all orders.

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### **Quality Guarantee and Policy**

We are committed to providing our customers with an unsurpassed level of service and are equally committed to ensuring we provide a safe and legal product. If a wine is corked or faulty, we will, in the first instance, offer a replacement bottle; or if we are unable to replace the bottle from our stocks, we will offer a credit to the replacement value of the wine. We will ask for the return of the bottle in question. If a wine has been kept too long or stored inappropriately, we may not be able to offer a refund. If you believe a wine to be faulty please contact your Personal Representative and we will be happy to make arrangements to have the wine collected and tested.

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### **Receipt of Goods**

Deliveries should be signed for as 'Not Examined' and you should inspect the goods as soon as possible and notify us immediately of breakages or wine shortages. We are unable to guarantee credit or replacements unless we are notified within 14 days of delivery of the order. Please be aware that multi-case orders can become separated. If you do not receive the balance of your order within 3 working days of the first delivery please contact us. Standard NL deliveries should always arrive within 5 working days of the date of order. If you will not be at the delivery address at the time of delivery and wish us to leave your order in a safe place, please advise us.

We regret that neither we nor our carriers can accept responsibility for any subsequent loss or damage which occurs once the consignment has been left.

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### **Substitutes/availability**

All wines and spirits and other goods are subject to availability. When selecting the wines or other goods from our price list we try to ensure that they will remain available throughout the life of the list. However, some items will inevitably go out of stock and we therefore reserve the right to select and deliver to you a substitute (of equal or higher value) to the wine you have ordered, to avoid delay in the delivery of orders. If we are unable to supply a particular item, or do not supply a substitute, we will not be liable to you except to ensure that you are not charged for that item.

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### **Ownership**

All wines and spirits or other goods ordered remain the property of COBO or its associates until payment is received in full. Title to the goods shall not pass to the Customer until we receive payment in full (in cash or cleared funds) for those goods and any other goods that we have supplied to you in respect of which payment has become due.

Goods will become your responsibility from the time we deliver the goods to the address you gave us or you/a carrier organised by you collect them from us.

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### **Export orders**

We deliver to a large number of countries worldwide using a network of experienced wine shippers. Export orders are subject to a minimum value of €100 (excluding delivery charges) per delivery address. Overseas orders may be liable to import taxes in the destination country, which the recipient shall be liable for unless paid in advance at the time of placing the order.

All overseas orders will be re-packed in export cartons for safe transit; we may be able to arrange to ship original cases if requested when the order is placed.

Please contact your Personal Representative for further details and delivery charges.

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### **Return of Goods/Cancellation**

Subject to the specific cancellation provisions below in relation to specific services, orders for goods (to be delivered) may be cancelled within 14 working days of receipt of goods. A full refund will be offered provided the goods remain in good condition and that the request to cancel is received in writing. You can tell us you want to cancel your order by emailing us at [service@cobo.club](mailto:service@cobo.club). Any cancelled order will be refunded as soon as possible, usually within a week, but in any event within 30 days. A charge of €20 for collections will be payable in the NL. If the order has been exported, upon cancellation the customer will be liable for all delivery charges incurred, and applicable taxes will also be charged back to the Customer. If returned wines are not deemed to be in a saleable condition, a re-delivery fee will also be charged.

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### **Your right to end the contract**

You can end your contract with us by cancelling your order (see above), if the product you have bought is faulty (in which case you may be due a refund), or because of something we have done or told you which we are going to do. This could be that we have told you about an upcoming change to these terms or any specific terms governing your purchase, which you do not agree to; or if we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed. See "Return of goods/cancellation" for further details of how to cancel.

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### **Wine tasting, dinner and event tickets**

In the event of cancellation by the Customer, full refunds will only be given if we are notified at least 28 days before the date of the event. Refunds will only be given after this time if we are able to re-sell your tickets.

All attendees of COBO events must be 18 years or older. In line with COBO's age verification policy and to comply with NL licencing law, attendees may be asked to produce photographic identification with proof of age.

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### **Glassware & Accessories**

We regret that glasses, accessories cannot be sent to overseas addresses. Please contact your Personal Representative for more information.

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### **Privacy Policy**

Please note that in certain cases we may run a credit check on customers; this will be kept completely confidential. Alternatively if you register for some of our services we will collect information about you to provide such services. You have a right of access to all information we hold about you. If you wish to see this or to receive further information about our privacy policy, please see our Privacy Policy or contact your Personal Representative

### **Verification Checks**

To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with GDPR.

All information revealed through such checks shall be used by us in accordance with our privacy policy although we may refer any information which appears to be fraudulent or unlawful to relevant third parties such as police or other enforcement authorities, banks or credit card companies as may be appropriate.

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### **Applicable Law**

These terms and conditions will be subject to the laws of the Netherlands. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so in the Dutch courts.

Nothing in these terms and conditions limits or excludes your statutory rights as a

consumer. Please refer to our website [www.cobo.club](http://www.cobo.club) for the latest version or contact your Personal Representative.

**Contact us:**

Telephone: +31 6 22 636 511

Email: [service@cobo.club](mailto:service@cobo.club)

Post: Marcusstraat 55, 1091TJ, Amsterdam, the Netherlands