

Terms and Conditions - Kyrö Distillery Company UK Ltd

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In the following, we kindly ask you to familiarize yourself with our Terms and Conditions (T&C), which we use for the provision of all goods and services offered by <https://kyrodistillery.com/>.

1 Delivery of goods

We only deliver goods offered in our online shop at <http://kyrodistillery.com/> within the countries specified in our Online Shop.

2 Conclusion of contract

2.1 Your contractual partner is Kyrö Distillery Company UK Ltd, represented by its managing director (Imprint).

2.2 The representation of our products in our Online Shop is not a legally binding offer, but an invitation to order. Errors are excepted.

2.3 You can select the goods you are interested to buy from our range of goods and collect them in your shopping cart by clicking the "ADD TO THE BASKET" button. After completing the ordering process and clicking the "BUY" button, you submit a binding purchase request for the goods placed in your shopping cart. Before sending your order, you can change the data of your order at any time or remove selected items entirely. Your offer can, however, only be submitted and transmitted if you accept these Terms and Conditions by clicking the "ACCEPT" button and with that including these in your offer of purchase. The text of the contract is saved in compliance with data protection. Subject to this is our data protection declaration, in regard to which we refer to our Privacy Policy.

2.4 After you have placed your order, we will confirm the receipt of your order by email to the email address you have provided us. In this email you will receive the confirmation of your order, its acceptance on our side and these Terms and Conditions together with the cancellation policy, which you can save on a permanent data carrier. A binding contract is only concluded between us and you when we have provided our confirmation of acceptance, but no later than with the delivery of the goods you have ordered. If you do not receive a confirmation of acceptance from us, please check the SPAM folder in your mailbox.

3 Protection of minors and the reservation of handover

3.1 We expressly reserve the right to deliver our goods in customary quantities. Our offers are not intended for retailers, but for end customers - whether private or business.

3.2 By submitting your order, you declare that you have reached the legally required minimum age needed for the delivery of the ordered goods and that the information you have given regarding your name and address is correct. You ensure that only you or a person of the legally required minimum age and authorized by you will be receiving the delivery.

3.3 Articles that are subject to legal sales restrictions – in particular, alcoholic beverages – cannot be ordered by persons not of legal age. To ensure compliance with the relevant legal regulations, we reserve the right to hand over the goods upon delivery after an age check is carried out for the person receiving the goods (if necessary, we will demand an identity card, passport or the driving license before handing out the goods).

4 Statutory right of cancellation of the contract and model cancellation

After purchasing the goods, you have a statutory right of cancelling the contract, if you are a consumer. You have the right to cancel a distance and off-premises contract according to the UK Consumer Contracts Regulation Part 3. According to section 4 of the Regulation: "- - "consumer" means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession". In line with sections 29 to 32 of the Regulation, you may cancel the contract without giving any reason for it. This right to cancel the contract is not granted to anyone who is not acting as a consumer as defined in the Regulation.

Instructions on cancellation

Right of cancellation

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

To exercise the right of cancellation, you must inform us by email: ukshop@kyrodistillery.com. You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your announcement to exercise the right of cancellation before the cancellation period has expired.

Effects of cancellation:

If you cancel this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to cancel this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

Model cancellation form

(complete and return this form only if you wish to cancel the contract)

To Email: ukshop@kyrodistillery.com (Kyro Distillery Company UK Ltd, 3rd Floor 86-90 Paul Street, EC2A 4NE, London, United Kingdom)

I/We (*) hereby give notice that I/We (*) cancel my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

— Ordered on (*)/received on (*)

— Name of consumer(s)

— Date

(*) Delete as appropriate

End of Instructions on cancellation

Exclusion of the right of cancellation

The assertion of the right of cancellation can be excluded for certain goods. Exclusion of the right of cancellation depends in particular on the condition and type of goods ordered by a consumer. According to Section 28 of the UK Consumer Contracts Regulation, there is no right of cancellation for, among other things, the supply of:

- goods for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the cancellation period;
- goods that are made to the consumer's specifications or are clearly personalised;
- goods which are liable to deteriorate or expire rapidly;
- supply of alcoholic beverages where (i) their price has been agreed at the time of the conclusion of the sales contract, (ii) delivery of them can only take place after 30 days, and (iii) their value is dependent on fluctuations in the market which cannot be controlled by the trader;
- contracts concluded at a public auction.

Furthermore, according to sections 29 to 36 of the UK Consumer Contracts Regulation, the consumer may not cancel contracts and the delivery of the goods without limitations where: (a) enhanced delivery was chosen by the consumer, (b) the value of goods was diminished by the consumer handling, or (c) the consumer has failed to return the goods as instructed by the trader.

5 Return charges when exercising the right of cancellation

5.1 If you make use of the statutory right of cancellation (see instructions on cancellation), you will have to bear the regular shipping costs of returning the ordered good(s) if the good(s) delivered correspond to the ordered one.

5.2 We use packaging material specially designed for the dispatch of fragile goods. In order to ensure that the goods are not damaged when they are returned, we require you to use the same packaging material supplied for the return or other similar suitable packaging material.

6 Prices, retention of title and delivery conditions

6.1 The prices listed in the respective offer at the time of your order shall apply. The prices quoted are gross prices and therefore they include the applicable United Kingdom Value Added Tax (VAT).

6.2 Any delivered goods remain our property until the purchase price has been paid in full.

6.3 We deliver the goods in accordance with the agreement made with you. The delivery costs incurred are listed in our Online Shop and will be shown separately on your invoice. Any delivery costs incurred are to be borne by you unless you have made use of your right of cancellation.

7 Payment methods and direct debit

7.1 The purchase price is due for payment immediately after the confirmation of your order. We offer you to choose between PayPal, credit card (MasterCard or VISA), SEPA direct debit as payment methods. With every order we reserve the right not to offer certain payment methods and to refer to other payment methods as far as this seems reasonable for you.

7.2 You agree that invoices and credit notes will only be sent in electronic form to the email address you have provided us.

7.3 When paying by SEPA direct debit, we will collect the invoice amount from the IBAN account you specified immediately on the invoice date. In the case of a purchase by credit card, your credit card account will be charged on the date of the invoice. Any costs of a money transaction are at your expense.

7.4 If you choose the payment method by direct debit, the following applies: You irrevocably instruct your bank to redeem the direct debit and, if the direct debit is not redeemed, to notify us of your name and address to the respective creditor upon request in order to assert the claim. In the event that a direct debit is not honored, you bear the return debit costs incurred in the form of compensation, which we will invoice you with our reminder. In addition, we reserve the right to charge a flat-rate reimbursement of expenses of GBP 5 £ for processing a return debit note. You are expressly allowed to prove that the damage claimed did not occur or that it is lower than the flat rate applied.

8 Gift cards and discount code

8.1 If so expressly noted, gift cards and discount codes can only be redeemed in the set period of validity; individual goods may be excluded from a gift card or a discount code.

8.2 When using a gift card or a discount code, the value of an order at our Online Shop must amount the exact value of the gift card or discount code. Any difference to a higher value of goods can be compensated with the payment methods we offer.

8.3 The value of a gift card or a discount code is neither paid out in cash by us nor is interest paid; they will not be reimbursed in cash if you return all or part of ordered goods.

8.4 Gift cards and discount codes can only be redeemed in the course of an order process by entering the code in the foreseen space in the user interface before submitting the order in the area provided on our order overview page. After submitting a binding order, the use of a gift card or discount code is excluded.

8.5 If you used a gift card or discount code for your purchase, we reserve the right to charge you the total price of the goods you are keeping, if - due to your cancellation - the total value of the remaining order is less than the respective value of the used gift card or discount code.

9 Miscellaneous

9.1 In the event of a defect in the good(s) ordered, shall statutory provisions apply.

9.2 The use of the offers available on <http://www.kyrodistillery.com> is only permitted for people who have reached the minimum age of 18 years.

9.3 Customer accounts may only be maintained under the customer's name. We reserve the right to delete multiple registrations

9.4 We like to point out that in the event of complaints about the offered goods or services, in addition to the ordinary legal process, you have the right to bring action to the Competition and Markets Authority (CMA) or other consumer protection supervisory authority in line with statutes on Consumer Protection. More details on the process can be found here. In addition, The UK International Consumer Centre provides free advice and assistance to consumers with problems related to consumer trade.

9.5 You can view these Terms and Conditions on our website. You can also print or save this document. You can download this document in PDF form here.

9.6 After completing your order, we will send a document of these Terms and Conditions with the automatic order confirmation to the email address you have provided us. The confirmation contains your order and allows you to save or to print it out.

10 Repayment and credits for gift cards

We will automatically make any repayments to the account you used for payment. If you have made payments via PayPal or credit card, the refund will be made to the associated PayPal or credit card account. If you have used a gift card for your purchase, we will issue you a new gift card and send it to the email address you provided.

11 Customer service

If you have any questions or if you have a complaint about the delivered goods, please contact us at ukshop@kyrodistillery.com. We will answer your questions as soon as possible.

Thank you very much for taking the time to familiarize yourself with our Terms and Conditions!