



Terms & Conditions

Eleanor Wine Index

You are kindly requested to read this Agreement carefully. If you agree with the terms and conditions as set out in this Agreement please click on the “**I accept button**” below, if not, please click in the “**I do not accept button**” which will bring you back to the homepage.

The terms and conditions of this Agreement shall apply to the relationship between the limited liability partnership incorporated under Dutch Law Nooitgedagt Wine Export V.O.F. (hereinafter referred to as: “**Eleanor Wine Index**”) and any party using the website www.eleanor-wine.com.

Article 1 – Definitions:

In this Agreement the following words and expressions shall have the following meanings unless the context requires otherwise:

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| Member: | the user of the Platform paying a Membership Fee to Eleanor Wine Index for the benefits as set out in article 2. |
| Handling Fee: | a fee of €4,55 payable by Users to Eleanor Wine Index for every case purchased through the Platform. |
| Membership Fee: | a yearly (12 months) fee of €954,00 (in 2015) payable by Users to Eleanor Wine Index for a full membership. Or a yearly (12 months) fee of €1548,00 (in 2015) for a full membership + Data API. |
| Transaction Fee: | a percentage of 3.5% of the total price of the order payable by Users to Eleanor Wine Index for every purchase made through the Platform. |
| Platform: | the online platform of Eleanor Wine Index which shall be made available to the User through the Website. |
| Website: | the website as set out on the URL www.eleanor-wine.com |

Article 2 – Eleanor Wine Index

- 2.1 Eleanor Wine Index exploits an online Platform for professional wine buyers. On this Platform Eleanor Wine Index provides Members with data such as price information, stock information, ratings, comparisons, product descriptions, indexes and statistics with regard to Bordeaux wines.
- 2.2 Eleanor Wine Index shall keep the information on the website as accurate and up to date as possible. Members are aware and accept that the information is the result of subjective analysis of available data.
- 2.3 All prices on the Platform shall be in Euro, excluding VAT and excluding shipping fees. Any currency converter is for information purposes only.
- 2.4 Eleanor Wine Index shall use all reasonable endeavors to ensure that the Platform is available at all times. At times the Platform may be temporarily unavailable due to maintenance or otherwise. Eleanor Wine Index shall use reasonable endeavors to keep unavailability to a minimum.
- 2.5 Eleanor Wine Index shall not be liable towards the Member for damages of whatever nature, direct or indirect, or consequential such as, inter alia, losses due to delays, lost profits and penalties forfeited by the Member, arisen in connection with the use of the Platform, any errors or omissions in advice rendered by it and/or unavailability of the Platform except in the case of intent or gross negligence on the part of Eleanor Wine Index or its executive management.

Article 3 – Trial Period

First time users of the Platform are entitled to a free trial period of 7 days. During this trial period First time users shall have limited access to the Platform to decide whether or not they wish to become a Member. First time users shall not have the possibility to purchase through the Platform.

Article 4 – Members

- 4.1 Only professional buyers are entitled to become a Member of the Platform. In this regard users are obliged upon registration to provide the following information; organization name, contact person, address, VAT number and email address. Should any of this information change, the Member is obliged to inform Eleanor Wine Index accordingly. Only after providing all necessary and correct information – and payment of the Membership Fee – a Member is entitled to use the Platform.
- 4.2 Members warrant that all information provided is correct and the contact person is authorized to act on behalf of the Member.
- 4.3 Upon registration Members shall receive a unique username and password. Members are responsible for the misuse of the username and/or password. Members are obliged to keep this information confidential to prevent unauthorized persons from using it. In case of misuse Members are obliged to immediately inform Eleanor Wine Index.

- 4.4 Eleanor Wine Index reserves the right to deny registration or to remove a Member at any time from the Platform at its own discretion.

Article 5 – Fees and membership

- 5.1 Upon registration the Member is obliged to pay the Membership Fee to Eleanor Wine Index. The Membership Fee should be paid by bank transfer. Members are obliged to pay the Membership Fee each 12 months upfront. Should the Membership Fee at any point not be paid in a timely manner, Eleanor Wine Index is entitled to suspend the access to the Platform.
- 5.2 For each order request placed through the Platform a Member shall pay the price of the order, the Transaction Fee and Handling Fee. Eleanor Wine Index shall send an invoice to the Member upon receipt of an order request and check of availability of the products. Members shall be obliged to pay all orders upfront.
- 5.3 In the event that the Member fails to fulfill its payment obligations Eleanor Wine Index is entitled to statutory commercial interest with an additional one (1) percent interest on all outstanding payments and is entitled to charge the Member for extrajudicial collection costs.
- 5.4 The duration of a membership is 12 months which starts upon receipt of the Membership Fee by Eleanor Wine Index and may not be terminated early. The membership is automatically renewed unless terminated by the Member with one month's notice at the following address: Amstel 95 sous, 1018 EL, Amsterdam, the Netherlands.
- 5.5 Eleanor Wine Index also offers a Data Membership package, which includes 12 months regular membership plus a data API. The same conditions apply.

Article 6 – Orders

- 6.1 Please note that due to availability of the products ordered, national holidays and/or other unforeseen circumstances availability may be delayed. Eleanor Wine Index shall inform the Member once the order is available for pick up.
- 6.2 Orders should be collected within 30 days. Should an order not be collected in a timely manner, the Member is obliged to pay €4,55 per case, per month for storage and administration costs.
- 6.3 Members may collect orders at the following addresses: Dartess or Bordeaux City Bond.
- 6.4 All taxes, duties, and import charges and fines and penalties with respect to orders placed through the Platform shall be borne by the Member and the Member shall indemnify and hold harmless Eleanor Wine Index in respect thereof.

Article 7 – Complaints

Members are obliged to check their order upon pick up and should notify Eleanor Wine Index immediately about any complaints. Once the order is accepted Eleanor Wine Index shall not accept any additional complaints.

Article 8 – Intellectual property

- 8.1 All intellectual property rights related to the Platform and/or the trade name Eleanor Wine Index belongs at all times to Eleanor Wine Index.
- 8.2 The Member guarantees that it shall not make any copies of (parts of) the Platform as provided by Eleanor Wine Index, more specific the Member shall not duplicate, provide excess to, publish, or sell any (part of) the Platform as provided by Eleanor Wine Index, unless upon prior written consent of Eleanor Wine Index in which case the following credits shall at all times be used:

“© [YEAR] Eleanor Wine Index”.

Article 9 – Force Majeure

Eleanor Wine Index shall not be liable for failure to perform or delay in performing any obligation under this Agreement, if such failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute.

Article 10 – Termination

- 10.1 Eleanor Wine Index is – in addition to article 4.3 – entitled to terminate the membership at any time by giving the Member one months’ notice.
- 10.2 Eleanor Wine Index is furthermore entitled to terminate the membership with immediate effect in case of breach of this Agreement, if the Member shall become bankrupt or insolvent or shall enter into liquidation (other than voluntary liquidation for the purpose of reconstruction) or shall enter into an arrangement or composition with its creditors or any of them and/or ownership of the other Party shall change completely.

Article 11 – General

- 11.1 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.
- 11.2 This Agreement constitutes the whole agreement between Parties and there are no promises, terms, conditions, obligations, representations or warranties, oral or written, expressed or implied, other than those contained herein. This Agreement supersedes any previous agreements between the Parties.
- 11.3 This Agreement shall be construed in accordance with the Laws of The Netherlands and the competent courts in Amsterdam shall have sole and exclusive jurisdiction in relation thereto.