

Terms and conditions

Last Updated Thursday, 22 March 2012 12:25

These terms and conditions form the basis on which you can visit and use our website. Please read them carefully as they contain important information.

General terms and conditions

This site is owned and operated by S.G. Katodritis and Co Ltd, of 9, Drousiotis Street, Larnaca, Cyprus. If you want to ask us anything about these terms and conditions or if you have any comments or complaints on or about our website, please e-mail us at info@katodritiswines.com or telephone us on 0035724815044.

Ownership of rights

All rights, including copyright, in this website are owned by or licensed to The Oak-Tree Wine Cellar. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

Accuracy of content

We have taken every care in the preparation of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. All prices are displayed inclusive of VAT. If the price of the goods increases between the date we accept your order and the delivery date, we will let you know and ask you to confirm by e-mail that the new price is acceptable. If it is not acceptable, then you will of course have the right to cancel your order. Any weights, dimensions and capacities given about the goods are approximate only. To the extent permitted by applicable law, we disclaim all warranties, express or implied, as to the accuracy of the information contained in any of the materials on this website and we shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials contained on this website.

Damage to your computer

We make every effort to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. We will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

Availability

All items are subject to availability. We will inform you as soon as possible if the goods you have ordered are not available.

Delivery charges

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Delivery charges vary according to the type of goods ordered and cannot be refunded.

Delivery

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions. We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

Acceptance

The Company must be advised in writing by recorded delivery of any defects in the Goods as soon as they are discovered by the Buyer who shall be deemed to have accepted the Goods if they have not been rejected on or before the seventh day after delivery. The Buyer shall not be entitled to reject the Goods in whole or in part thereafter.

Risk and ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you, or if you fail to take delivery at the agreed time, the time when we tried to deliver. You will only own the goods once they have successfully delivered and when we have received cleared payment in full.

Acknowledgement and acceptance of your order

You will need to provide us with your e-mail address and we will notify you by e-mail as soon as possible to confirm receipt of your order. An acceptance of your order will take place on dispatch of the goods ordered.

Set off and counterclaim

The buyer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the buyer may have or allege to have or for any reason whatsoever.

Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

Force majeure

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The Company shall not be liable for any default due to any circumstance beyond the reasonable control of the Company including, but not limited to, Acts of God, war, civil unrest, riot, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply.

Law, Jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of Cyprus. All contracts are concluded in English.