



Terms & Conditions of Use

1. **Definitions** (i) "BWM" or "BWM Wine Merchant" or "we" or "us" or "our" refers to BWM Wine Merchants Pty Ltd as Trustee for BWM Wine Merchants Trust (ABN 72 338 923 086), including its executors, administrators, successors, and assigns in Australia.
(ii) "Customer" or "you" or "your" refers to the person or entity purchasing goods from BWM, regardless of whether an account application has been completed. This includes the customer's employees, authorized persons, and users who access BWM's online ordering portal under the domain bacchuswinemerchant.com.au.
(iii) "Online Ordering Portal" or "bacchuswinemerchant.com.au" refers to the ordering platform, portal, app, software, website, or any other digital method BWM provides for customers to search for products and make purchases from BWM.
(iv) The singular includes the plural, and vice versa, and any gender includes all genders.
(v) References to a person include corporations, partnerships, joint ventures, associations, or other legal entities.
(vi) References to statutes, statutory provisions, or regulations include all amendments, consolidations, or replacements thereof.
2. **Purpose of bacchuswinemerchant.com.au** The bacchuswinemerchant.com.au online portal is provided by BWM to approved customers to view product information, place orders, and access account details. The features and functionalities available are subject to BWM's sole discretion and may be modified or changed at any time without notice.
3. **Changes to bacchuswinemerchant.com.au** BWM reserves the right to modify, adjust, or remove any features or functionalities of bacchuswinemerchant.com.au at its absolute discretion.
4. **New Features** From time to time, BWM may introduce new features to bacchuswinemerchant.com.au to enhance user experience. However, BWM advises against storing sensitive information on the portal and accepts no liability for loss of any data saved in bacchuswinemerchant.com.au.
5. **Access and Use** (i) By using bacchuswinemerchant.com.au, you agree to be bound by these Terms & Conditions of Use, BWM's Terms and Conditions of Sale, and any other agreements in place with BWM. If you do not agree, cease using the portal immediately and notify us.
(ii) BWM reserves the right to update these terms without notice. The latest version can be found on our website or requested from us.
6. **Product Information and Pricing** (i) As bacchuswinemerchant.com.au does not retrieve live data, there may be discrepancies in stock availability and pricing. In the event of discrepancies between the prices shown on the website and those on the invoice, the invoice price prevails.
(ii) Stock availability updates every 24 hours; therefore, all orders are subject to actual stock availability. For urgent orders, check with your sales representative.
(iii) Prices displayed are for reference only. The invoice price is based on the pricing structure set by BWM for each customer. Contact your sales representative if you have

concerns about pricing.

(iv) BWM reserves the right to change product descriptions, pricing, and availability without notice.

7. **Customer Responsibility** (i) You are responsible for maintaining the confidentiality and security of your account login information. Unauthorized use of your account, including access granted to others, is your responsibility, and BWM will not be held liable.
(ii) Notify BWM immediately if there is a security breach of your account. You will indemnify BWM against any claims arising from unauthorized use of your account.
(iii) Changes to shipping addresses must be communicated to BWM by email, with attached licensing details for verification. Orders can only be shipped to licensed addresses registered with BWM.
8. **Intellectual Property** (i) All materials on bacchuswinermerchant.com.au are the property of BWM and are protected by copyright.
(ii) Duplication of any content, in part or whole, without permission is prohibited.
(iii) You agree not to share, modify, rent, sell, or create derivative works based on BWM's proprietary materials. Any unauthorized use may result in legal action.
9. **Termination** BWM reserves the right to terminate your access to bacchuswinermerchant.com.au at any time without notice. You remain liable for any outstanding payments to BWM.
10. **Assignment** BWM may assign its rights under these terms without your consent. However, you may not assign your rights under these terms without BWM's written consent.
11. **Linked Sites**
(i) BWM is not responsible for the content or availability of any external websites linked from bacchuswinermerchant.com.au.
(ii) Your use of Linked Sites is subject to the terms of those websites. BWM may add or remove links to external sites at its discretion, and the presence of a link does not imply endorsement of the external site's content, products, or services.
(iii) BWM is not liable for any damages or loss resulting from your access to Linked Sites.
12. **Pricing and Charges** (i) All orders and purchases placed via bacchuswinermerchant.com.au will be recorded and charged to you. The price payable for the products ordered will be determined based on the pricing Bacchus Wine Merchant (BWM) has set on your account with BWM or based on the selling price set by BWM. Wine Equalisation Tax (WET) and Goods and Services Tax (GST) will be applied to the purchase of our products at the applicable statutory rate (for example, 10% for GST and 29% for WET) in accordance with the law.
(ii) You are responsible for any taxes, duties, or other liabilities imposed by any governmental agency, including without limitation, any customs duty, goods and services taxes, or any value-added tax imposed on any products or services acquired or ordered by you from bacchuswinermerchant.com.au.
13. **Limitation of Liability**
(i) BWM does not warrant the uninterrupted or error-free functioning of bacchuswinermerchant.com.au and will not be liable for any direct, indirect, incidental, or consequential damages arising from the use or inability to use the portal.
(ii) BWM disclaims any warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.
(iii) Under no circumstances will BWM be liable for any damages resulting from the loss of data, profits, or use, even if advised of the possibility of such damages.
(iv) In jurisdictions where limitations on implied warranties or the exclusion of certain damages are not allowed, BWM's liability is limited to the fullest extent permitted by law.

14. Indemnification

You agree to indemnify, defend, and hold BWM, its affiliates, officers, agents, and employees harmless from any claims, losses, liabilities, damages, or expenses (including legal fees) arising from your use of bacchuswinemerchant.com.au, your violation of these Terms & Conditions of Use, or any unauthorized use of your account.

15. Governing Law

These Terms and Conditions are governed by the laws of Australia. Any disputes arising out of or relating to these Terms and Conditions, the website, or any transactions conducted through the website will be resolved in accordance with the laws of Australia. You agree to submit to the exclusive jurisdiction of the courts of Australia.

16. Severability

If any provision of these Terms & Conditions of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the remaining terms, which will continue in full force and effect.

17. Entire Agreement

These Terms & Conditions of Use, along with BWM's Terms and Conditions of Sale and any other agreements or policies referenced herein, constitute the entire agreement between you and BWM regarding your use of bacchuswinemerchant.com.au. Any prior agreements, understandings, or representations are superseded by these terms.

18. Waiver

The failure of BWM to enforce any right or provision of these Terms & Conditions of Use will not constitute a waiver of such right or provision. Any waiver of any provision of these terms will be effective only if made in writing and signed by an authorized representative of BWM.

19. Force Majeure

BWM will not be liable for any delay or failure to perform its obligations under these terms due to events beyond its reasonable control, including but not limited to natural disasters, government actions, strikes, or failure of third-party service providers.

20. Contact Information

If you have any questions or concerns about these Terms & Conditions of Use, please contact BWM at the following:

Email: [email address]

Phone: [phone number]

Address: [physical address]