

TERMS OF PURCHASE:**MARK LITTLER LIMITED**

CUSTOMER'S NAME:	MARK Investment Holding AG
ADDRESS:	Unter Altstadt 30 6300 Zug Switzerland
CONTACT NUMBER:	+41797733172
EMAIL ADDRESS:	mario.vonbergen@splintinvest.com
AGENT:	Mark Littler Limited t/a Mark Littler For and on behalf of: Benjamin Deutsch Consciencestraat 24 Antwerpen 2018 Belgium
AGENT'S BUSINESS ADDRESS:	Riverside Mill, Mountbatten Way, Congleton Cheshire, CW12 1DY
CORRESPONDENCE ADDRESS:	Riverside Mill, Mountbatten Way, Congleton Cheshire, CW12 1DY
AGENT'S CONTACT NUMBER:	01260 218 718
AGENT'S EMAIL ADDRESS:	mark@marklittler.com
ITEM/S:	Glenfarclas 1971 43 Year Old Bronze Glenfarclas 1967 48 Year Old Silver Glenfarclas 1956 59 Year Old Gold Glenfarclas 1954 62 Year Old Ruby Reserve Glenfarclas 1953 63 Year Old Sapphire Reserve All in bond with Octavian VAT and duty paid.
PRICE:	£88,962.50
PAYMENT TERMS:	90 days from 6th June 2024 If the collection is split then after each part asset is sold Benjamin Deutsch is to be remunerated in full for each bottle. Transfer of title at Octavian to be completed after payment is received in full.

AGREED TERMS

1. INTERPRETATION

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the administration fee of £0.00 payable by the Customer for the supply of the Services by the Agent.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 11.3.

Contract: the contract between the Customer and the Agent for the supply of the Services in accordance with these Conditions.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Order: An offer by the Customer to purchase the Item from the Seller.

Seller: the person or firm who has engaged the Agent to sell the Item on their behalf.

Services: to facilitate the sale of the Item to the Customer by the Seller.

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

(b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to writing or written includes emails but does not include fax.

2. COMMENCEMENT AND TERM

2.1 The Order constitutes an offer by the Customer to purchase the Item from the Seller.

2.2 Once an Order has been made the Customer may not withdraw it without the prior written consent of the Agent.

2.3 The Order shall only be deemed to be accepted when the Agent issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

2.4 The Contract shall continue unless terminated earlier in accordance with these Conditions, until the Services have been fully provided.

3. Supply of services

3.1 The Agent shall supply the Services to the Customer from the Commencement Date in accordance with the Contract.

3.2 In supplying the Services, the Agent shall perform the Services with reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

4.1 If the Agent's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, the Agent shall:

- (a) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
- (b) be entitled to payment of the charges payable by the Customer for the supply of the Services despite any such prevention or delay; and
- (c) be entitled to recover any additional costs, charges or losses the Agent sustains or incurs that arise directly or indirectly from such prevention or delay.

5. DELIVERY

5.1 Delivery will only occur once the Agent has received payment of the Price and the Charges in full in accordance with clause 7.

5.2 The Agent shall deliver the Item to the location agreed with the Customer (Delivery Location) at any time after the Agent notifies the Customer that the Item is ready.

5.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Agent shall not be liable for any delay in delivery of the Item that is caused by a Force Majeure Event or the Customer's failure to provide the Agent with adequate delivery instructions or any other instructions that are relevant to the supply of the Item.

5.4 If the Customer fails to take or accept delivery of the Item within three Business Days of the Agent notifying the Customer that the Item is ready, then, except where such failure or delay is caused by a Force Majeure Event:

- (a) delivery of the Item shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Agent notified the Customer that the Item was ready; and
- (b) the Agent shall store the Item until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

5.5 If ten Business Days after the day on which the Agent notified the Customer that the Item was ready for delivery the Customer has not taken or accepted delivery of it, the Agent may resell or otherwise dispose of part or all of the Item.

6. TITLE AND RISK

6.1 The risk in the Item shall pass to the Customer on completion of delivery.

6.2 Title to the Item shall not pass to the Customer until the Agent receives payment in full (in cash or cleared funds) for the Item and any other Item that the Agent has supplied to the Customer in respect of which payment has become due, in which case title to the Item shall pass at the time of payment of all such sums.

6.3 If before title to the Item passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy the Agent or the Seller may have:

- (a) the Agent may at any time:
 - (i) require the Customer to deliver up all Items in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Items are stored in order to recover them.

7. CHARGES, PRICE AND PAYMENT

7.1 In consideration for the provision of the Services, the Customer shall pay the Agent the Charges in accordance with this clause 7.

7.2 In consideration for the Item, the Customer shall pay the Agent the Price, in accordance with this clause 7, which the Agent shall hold as agent only.

7.3 The Agent shall transfer the Price, less the Agent's commission, to the Seller immediately upon receiving it from the Customer.

7.4 The Agent may invoice the Customer for the Price and the Charges at any time before completion of delivery.

7.5 The Customer shall pay each invoice due and submitted to it by the Agent in cash or cleared funds immediately upon receipt of the invoice from the Agent. If payment is to be made in cleared funds, it shall be made to the bank account nominated in writing by the Agent. Time for payment is of the essence.

7.6 All amounts due under the Contract from the Customer to the Agent shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. TERMINATION

8.1 Without limiting its other rights or remedies, the Agent may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so; or

(b) the Customer's financial position deteriorates to such an extent that in the Agent's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.2 Without limiting its other rights or remedies, the Agent may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

8.3 On termination of the Contract for any reason the Customer shall immediately pay to the Agent all of the Agent's outstanding unpaid invoices and interest.

8.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

8.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9. LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude the Agent's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or

(b) fraud or fraudulent misrepresentation.

9.2 This clause 9.2 sets out specific heads of excluded loss:

(a) Subject to clause 9.1, the types of loss listed in clause 9.2(b) are wholly excluded by the parties

(b) The following types of loss are wholly excluded:

- (i) Loss of profits.
- (ii) Loss of sales or business.
- (iii) Loss of agreements or contracts.
- (iv) Loss of anticipated savings.
- (v) Loss of or damage to goodwill.
- (vi) Indirect or consequential loss.
- (vii) Any loss arising in connection with the quality, authenticity or fitness for purpose of any Item, including but not limited to liability for a breach of the terms implied by section 12 of the Sale of Goods Act 1979, or defective products under the Consumer Protection Act 1987.

9.3 Subject to clause 9.1, the Agent's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price.

10. FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event.

11. General

11.1 Assignment and other dealings.

- (a) The Agent may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Agent.

11.2 ENTIRE AGREEMENT.

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

11.3 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.4 Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.5 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.6 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.6(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.7 Third party rights. No one other than a party to this Contract shall have any right to enforce any of its terms.

11.8 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

11.9 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

SIGNATURES

Signed by MARK LITTLER
for and on behalf of
MARK LITTLER LIMITED



.....
Mark Littler
Director

Signed by



.....
Client

Signed by



.....
Benjamin Deutsch

MARK Investment Holding AG to pay Benjamin Deutsch
direct as ML LTD is not earning any commission on this
sale.

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