

CHABERTON

ESTATE WINERY

Terms of Purchase & Refund Policy

Updated: July 5, 2021

Thank you for visiting our website, or mobile website (collectively, the “Platform”).

These Terms of Purchase & Refund Policy, the **Terms and of Use** of the www.chabertonwinery.com and [Privacy Policy](#) (together, the “**Terms of Purchase**”) govern any order or purchase of product (each, a “**Product**”) you make on the Site. The Terms of Purchase are an agreement between you and Domaine de Chaberton Estates Limited Partnership and our subsidiary and affiliated entities, which include different brands (the “**Company**”).

PLEASE CAREFULLY READ THE FOLLOWING TERMS, THE TERMS OF USE AND THE PRIVACY POLICY WHICH ARE HEREBY INCORPORATED BY REFERENCE. BY INDICATING YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF PURCHASE, YOU AGREE TO BE BOUND BY THESE TERMS, THE TERMS OF USE AND TO THE COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY, AND YOU ENTER INTO A LEGALLY BINDING AGREEMENT WITH THE COMPANY.

PRIVACY

Please review our Privacy Policy, which also governs your purchase and is incorporated hereto by reference, to understand our practices. You can access our Privacy Policy by clicking [here](#).

YOUR ACCOUNT

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. The Company reserves the right, in its sole discretion, to refuse service, terminate accounts, remove or edit content, or cancel orders.

ORDERS

Only residents of British Columbia who have reached the age of 19 (nineteen) may place orders through the Site. Users who live outside of the Province of British Columbia can make an order by calling our office at 604-530-1736, so that we can determine the legalities on shipping to that Province. Orders will be shipped within Canada only. Unless otherwise indicated, all prices and other amounts are in Canadian dollars.

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Your order will be deemed to be accepted only if and when we send a confirmation of the terms of your order to your email address and will be subject to these Terms of Purchase and the additional terms and conditions included in your order. We may limit quantities available for sale and reserve the right to reject or correct any order for any reason.

DELIVERY AND TIMING

The shipping process and available options, including delivery method, are described during the purchase process. We reserve the right to use a substitute carrier for your purchase at any time, at our discretion. Further charges may occur if the order is larger than one case of wine (12 bottles). Delivery dates will depend on the carrier or our delivery schedule. If the Company is to deliver (Only within the lower mainland) The delivery schedule is as follows; Tuesdays – Surrey, Langley, White Rock; Wednesday – Aldergrove, Abbotsford, Agassiz, Chilliwack, Harrison, Hope (every second week); Thursday – Burnaby, Delta/Ladner/ Tsawwassen, New Westminster, North/West Vancouver, Richmond, Vancouver; Friday – Maple Ridge, Mission, Pitt Meadows, Tri-Cities. To make the delivery date, your order must be received before 6pm the night before. This time is provided as an estimate only, and the Company shall not be responsible in any manner for deliveries made outside of this time frame and reserve the right to deliver outside of this schedule as needed.

PAYMENT

You can pay for any purchase you make online by using a MasterCard, VISA or American Express card. By submitting your payment by credit card, you authorize the Company to charge the applicable card for the total amount of your order and you represent and warrant that you are the cardholder of the applicable card. If your card is rejected by the card issuer, your order will not be accepted, and the Company will have no obligation to fulfill your order.

All references to currency on the Site are to Canadian currency and all payments shall be made in Canadian currency, unless specifically stated.

CORRECTIONS

The Company does not warrant that Product descriptions or other content of the Site is accurate, complete, reliable, current, or error-free. We will make reasonable efforts to correct the error on our Site if we discover that a Product's price, description or specifications are incorrect. Prices, vintages and availability subject to change. As wines age in the bottle, you'll find that the characteristics, aromas and flavours progressively change.

RETURNS AND REFUNDS

If you are unsatisfied with your purchase, please [contact us](#).

1064 216th Street, Langley BC, V2Z 1R3

T:604-530-1736 Toll Free: 1-888-332-9463 www.ChabertonWinery.com

Find us on Facebook and Instagram @ChabertonEstateWinery

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WARRANTIES

OTHER THAN FOR EXPRESS, LEGAL OR IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED OR EXCLUDED UNDER APPLICABLE LAW, THE PRODUCTS YOU RESERVE OR PURCHASE THROUGH THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND.

LIMITATION OF LIABILITY

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR BODILY OR MORAL INJURY, SO THE FOLLOWING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT NOT PROHIBITED BY LAW, YOU ACKNOWLEDGE AND CONSENT THAT IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES BE LIABLE (i) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SITE OR THE PRODUCTS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, EXTRA-CONTRACTUAL LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (ii) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE SITE OR THE PRODUCTS, INCLUDING ANY CLAIM, DEMAND OR DAMAGES ARISING FROM ANY TRANSACTION THROUGH THE SITE.

APPLICABLE LAW

These Terms of Purchase shall be construed in accordance with and governed by the laws of the Province of British Columbia, without reference to conflict of laws, provisions, and the Federal laws of Canada applicable therein. You attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

Your use may also be subject to other local, provincial, national, or international laws.

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MISCELLANEOUS

These Terms of Purchase may be modified by the duly authorized representatives of the Company at any time and will be dated at the top of the document. These Terms of Purchase will inure to the benefit of and will be binding upon each party's successors and assigns. These Terms of Purchase may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company.

If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof would be affected thereby and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will not have been inserted herein; provided that the ability of either party to obtain substantially the bargained-for performance of the other will not have thereby been impaired.

It is expressly understood that in the event either party on any occasion fails to perform any term hereof and the other party does not enforce that term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion. Nothing contained in these Terms of Purchase will be deemed to constitute either party as the agent or representative of the other party or both parties as joint venturers or partners for any purpose. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under these Terms of Purchase due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such occurrence.

The headings and captions contained herein will not be considered to be part of the Terms of Purchase but are for convenience only. The Terms of Purchase sets forth the entire understanding of the parties with respect to the matters contained herein and there are no promises, covenants or undertakings other than those expressly set forth herein.

The parties have expressly requested that these Terms of Purchase and any ancillary documents be drafted in English. Les parties ont expressément requis que les présentes modalités d'achat et tous les documents y afférant soient rédigés en langue anglaise.

CONTACT INFORMATION

Domaine de Chaberton Estate Winery Limited Partnership

info@chabertonwinery.com

604-530-1736

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