

## Terms of Purchase

These terms of purchase (“**Term of Purchase**”) govern your purchase of wine and other products (the “**Products**”) from the website [vanessavineyard.com](http://vanessavineyard.com) (the “**Website**”) owned and operated by Vanessa Vineyard Estate Winery Inc. (“**Vanessa Vineyard**”). In these Terms of Purchase, the terms “we”, “our” and “us” refer to Vanessa Vineyards.

### 1. Order Information

- Products are available to ship anywhere in Canada at this time. You must be 19 years or older to order Products from the Website.
- Customers will be contacted by email regarding their payment information when an order is placed.
- Until we accept your order (**following telephone or email confirmation**) and debit your credit card, we may decline to supply the Products to you, without any liability, for any reason whatsoever.
- Sales of Products are on a first-come, first-serve basis and are subject to availability. Should a Product be sold out (or otherwise unavailable) when your order is received and we have accepted payment from you, our liability is limited to refunding your payment for the unavailable Product.
- Mixed cases are permitted and may be selected on the check-out page.

### 2. Pricing and Purchases

- Prices are subject to change without notice.
- Shipping and delivery charges are not included in the prices shown on the Website and will vary based on the size of the order.
- A 10¢ bottle deposit will be added for each bottle purchased.
- All wine prices include appropriate taxes and are subject to change without notice. All non-wine items are subject to applicable taxes.
- You will pay us for the Products in accordance with the terms set out on the Website or on the Order Form delivered to you electronically, in response to your request to purchase Products.
- When making purchases or other transactions through this Website, you will be asked to supply certain information, including credit card or other payment mechanism information. You agree that any information that you provide will be accurate and complete. You agree to pay all charges incurred by you or other users of your account, credit card or other payment mechanisms at the prices in effect when you place your order.
- All credit card transactions are done over a secure Internet server that utilizes SSL (Secure Socket Layering) technology.
- All purchases are subject to the Vanessa Vineyard Privacy Policy and the Terms of Use

### 3. Delivery

- We reserve the right to delay our shipments, due to weather or other unforeseen circumstances, in order to ensure the highest quality of Product at the time of arrival.
- The carrier will not deliver wine shipments unless the person signing for the order shows proof that s/he is at least 19 years of age. The carrier will not deliver the wine to any visibly intoxicated person.
- The carrier will only delivery on business days (Monday through Friday) and will not deliver on Canadian statutory holidays.

### 4. Return Policy

- Vanessa Vineyard guarantees your satisfaction with the quality of our Products. If you are dissatisfied with your order for any reason, please contact us within thirty days of receipt of your order to arrange return of the Products. After thirty days, sales are final and we will not accept any returns of Product.

- Upon receipt of the returned Products in their original condition, we will process a refund based on your original payment method, less all shipping charges.