



GLENWYVIS

DISTILLERY

Private Cask Offer First Half 2024

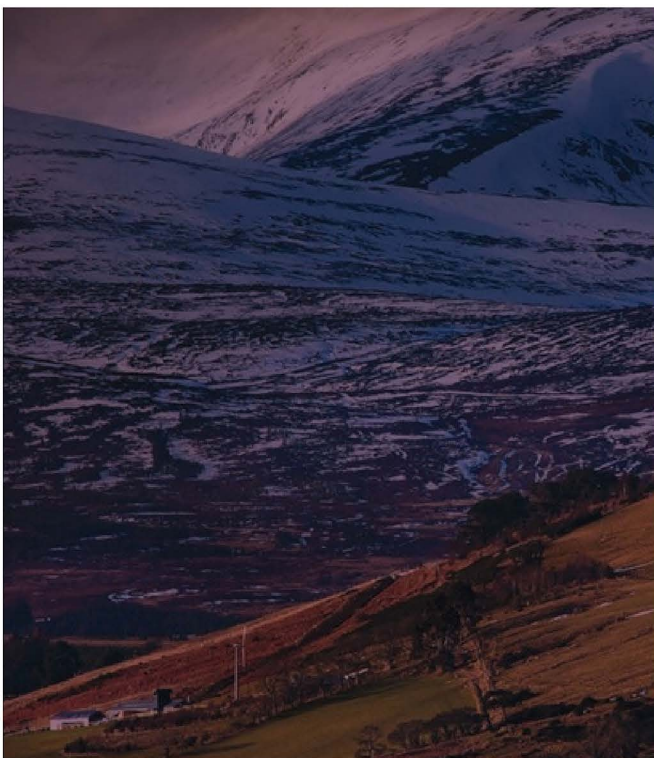
Order Form
Terms & Conditions



The Distillery

GlenWyvis Distillery is the world's first 100% community-owned whisky distillery, situated high on a brae above Dingwall in the Scottish Highlands. Established as a Community Benefit Society, profits are shared with the local area, and the distillery works independently to serve the best interests of its members. 5% of private cask sales are invested in local community projects via the GoodWill Fund.

Officially opened on St. Andrew's Day, November 30th 2017, since then over 1500 casks have been filled with new make spirit, and the first bottled whisky was released in late 2021. On-site gin production started in 2018 with the launch of Goodwill Gin and has continued into a line-up of barrel aged gins to complement annual releases of single malt whisky.



The Whisky

GlenWyvis started producing its first single malt whisky in February 2018 and released its inaugural bottling in December 2021. Overseen by distillery manager Matthew Farmer, the spirit is characterised by long, cold fermentations that result in a uniquely fragrant, fruity profile that shines in younger years and tends to complement sweeter, lighter maturations.

The distillery itself is small, run entirely by 5 staff and steered by a board of volunteer directors, operating around 2 traditional Forsyths copper pot stills. It is distinguished by very small, slow batches, all of which are intended for premium single malt, with an annual production of about 50,000 LAA annually. The size of the operation allows for granular adjustments directed by a single distiller, a greater focus on unique, high-quality casks and a degree of freedom unavailable to large, established operations. Every drop is carefully chosen, even if no two are the same.




Leveraging modern technology for a traditional process, GlenWyvis has been built on a site that harnesses all that Scotland's weather can throw at us – wind, rain or sun, and a biomass boiler supplies steam for all production.



The Casks

At GlenWyvis, we are primarily maturing our spirit in a mixture of first-fill American Oak ex-Bourbon casks, our own second-fill casks, and a complex variety of fortified European wine casks that complement the character of our distillate.

We are now booking in first-half 2024 fillings, with cask types depending on availability.

| | | | |
|--------------------------------------|---|---|--------------------------------------|
| 1st Fill Bourbon Barrel |  | A cask that previously held Bourbon whiskey, brand based on availability. Approximately 200 bulk litres | The cost of ownership will be £4,250 |
| 1st Fill Rum Barrel |  | A standard sized barrel that was previously used for aging dark rum. Rich, sweet molasses. Approximately 200 bulk litres | The cost of ownership will be £4,250 |
| 2nd Fill Ex-GlenWyvis |  | Previously held GlenWyvis Single Malt for at least 3 years. Approximately 200 bulk litres | The cost of ownership will be £3,850 |
| New American Oak Barrel |  | A brand new, charred barrel made from seasoned American white oak. Approximately 200 bulk litres | The cost of ownership will be £4,350 |
| 1st Fill Madeira Barrique |  | A cask that previously held Madeira, a baked fortified wine from islands of the same name. Approximately 225 bulk litres | The cost of ownership will be £5,100 |
| 1st Fill Port Barrique |  | A cask that previously held port. Tawny or Ruby based on availability. Approximately 225 bulk litres | The cost of ownership will be £5,225 |
| 1st Fill European Sherry Hogshead |  | A cask that previously held sherry, typically Oloroso or Pedro Ximénez based on availability. Approximately 250 bulk litres bulk | The cost of ownership will be £5,500 |

Smaller Casks

Most cask types can also be remade into smaller varieties, typically quarters (approx. 125 bulk litres) or octaves/firkins (approx. 55 bulk litres). Please contact casks@glenwyvis.com for more information.

Terms and Conditions of Cask Sales

Amended November 2023

These terms and conditions and the Cask Sales Order Form comprise the contract of sale for the contents of a filled cask (the 'Cask Contents') between GlenWyvis Distillery Ltd a community benefit society registered by the Mutuals Public Register, number 7305, whose registered office is at GlenWyvis Distillery, Upper Dochcarty, Dingwall, United Kingdom, IV15 9UF ('GlenWyvis', 'we' and 'us') and the customer whose details appear on the Cask Sales Order Form ('Customer', 'you' and 'your').

To comply with the UK Warehouse Owners and Warehouse Goods Regulations 1999 ('WOWGR') you are required to confirm that you are not classified as a 'Revenue Trader'. Excise Notice 206 defines a 'Revenue Trader' as anyone *"involved in any way with goods or services liable to Excise Duty, whether or not the duty has been paid."*

If you are a Revenue Trader and based in the UK, you will required to register with HMRC and provide us with your approval to be able to own alcohol Under Bond. The application can be done online by searching for the EX60 form and is free.

If you are based in the UK, but not a Revenue Trader, i.e., a private individual, or a company owning the whisky for purposes other than selling it then you do not need to be registered with HMRC.

Private owners are allowed to dispose of (sell off) their stock for financial reasons, or if their circumstances change, but they will not be able to purchase more casks without being able to justify why they should not be viewed as a trader.

Your completion of the Cask Sales Order Form and signature on this document will be deemed by us to be your confirmation of WOWGR compliance.

Terms and Conditions

- 1. Cask Contents.** Once full payment has been received, we will place the order for the cask. Subject to stock availability we will aim to have your cask filled within 2-3 months.
- 2. Price.** The pricing will depend on your cask selection. These prices are as stated in the offer or as otherwise agreed in writing. The price includes the cost of the spirit and the cost of warehousing, insurance, and repairs (as further detailed in conditions 6 and 7).
- 3. Payment.** Payment will be due on order of cask. For deliveries of bottled spirit within the UK, VAT and excise duty must be paid at the then prevailing rates prior to removal from the bonded warehouse (as further outlined in condition 19).
- 4. Ownership and Risk.** Once the cask has been filled, you have completed the Cask Sales Order Form and payment has been made you will be sent a certificate of ownership covering the contents of the cask. You will then be deemed to have taken title to the contents of the cask. Risk shall pass to you at the point of delivery or collection by you or your representative or carrier from us.
- 5. Personalisation.** The cask will be individually marked with the year of distillation and cask number.
- 6. Insurance.** The price includes all warehouse insurance and rent for a minimum period of 3 years and a maximum period of 10 years from the date when the cask is filled and regular inspection of the cask for signs of leakage during that time.
- 7. Repairs.** The price further includes the costs of repair to any cask that is leaking, and the replacement of any spirit lost as a result of

that leakage, but does not include spirit lost due to natural evaporation.

8. **Samples.** The price includes the cost of taking a 100ml sample of spirit from each cask on the fourth, seventh and tenth anniversaries of the cask filling date for quality control purposes which will be sent to you for your own analysis.
9. **Storage.** All casks will be stored under bond at GlenWyvis Distillery, Dingwall, Scotland or any other bonded warehouse under the control of GlenWyvis. The cask must remain in our warehousing arrangements throughout the spirit maturation period which will not be less than 3 years. If you wish to retain the cask in our warehouse for longer than 10 years then the cost of warehouse insurance and rent, and UK HMRC compliance administration after the 10 year period will be your responsibility and intimated to you at that time. Sampling and cask repair will then be chargeable after the 10 year period and we will not replace spirit losses which may occur nor spirit in your cask which has not matured to the quality standard expected by us.
10. **Casks.** Unless otherwise agreed in writing, the cask will remain in the ownership of GlenWyvis Distillery Ltd at all times during the contract including at the end of the maturation period and subsequent disgorging of the contents. As a cask owner, you have the right to the continuing use of the original cask throughout the first 10 years of its maturation period. Thereafter, you may extend the use of the original cask upon payment in advance of an annual cask rental fee, which includes storage, handling, inspection, insurance and maintenance at the rate established by the distillery from time to time.
11. **Bottling.** Bottling must be carried out by GlenWyvis and will be carried out without chill- filtration or the addition of any colour. You will have the choice of bottling at (a) cask strength or (b) 46% abv. You may not ask for the cask contents to be bottled until it has matured for a minimum spirit maturation period of 3 years. We require a minimum of 3 months' notice to schedule bottling. Bottling and delivery will be charged at the then prevailing rate and the costs intimated to you in advance, at the end of the maturation period and prior to bottling. Unless otherwise agreed in writing, the cask contents must be bottled in its entirety.
12. **Labelling.** Labelling and packaging details will be agreed in advance of bottling by us with you and must comply with all Scotch whisky legislation and any other relevant legislation pertaining at the time. The label and packaging will record that the product has been distilled, matured and bottled at the GlenWyvis Distillery and the label will be personalised to you in accordance with condition 5 for an additional cost at the then prevailing rates with cost advised at the time, but will otherwise not carry any other reference to our intellectual property. For the avoidance of doubt, the expression "GlenWyvis Distillery" and all associated logos and devices are the property of GlenWyvis Distillery Ltd and the copyright, designs and all rights are owned by and intellectual property reserved by us.
13. **Delivery.** Once the Cask Contents have been bottled, you must arrange for collection of and payment for the bottled whisky. You are responsible for making the necessary arrangements with us.
14. **Angel's Share.** As part of the maturation process, natural evaporation and the subsequent loss of spirit from the cask will occur. A benchmark evaporation rate for bourbon barrels of 2-3% per annum is normally allowed for. However, the size of the cask, cask location, filling strength and length of maturation can all affect this rate of loss. Therefore, we give no guarantee of the amount of spirit remaining in the cask at the end of the maturation period.
15. **Contact Details.** It is your responsibility to ensure that we have a current, valid contact address for you. You must notify us immediately of any change to your address or contact details.
16. **Additional Samples.** Cask samples, in addition to the three specified in condition 8, can be purchased, up to a maximum of 1 in any particular year. Costs for this service can be obtained by contacting us.
17. **Additional Certificates.** Replacement or additional certificates of ownership can be obtained for an additional charge. Cost for this service can be obtained by contacting us.

18. **Transfer of Ownership.** In the event that you sell or otherwise transfer ownership of the cask, you shall: (a) procure that the new owner agrees that their ownership of the cask is subject to these terms; and (b) notify GlenWyvis Distillery Ltd as soon as is reasonably practicable of the transfer and give full details of the new owner, which shall include name, address, telephone number and email address in the form of a countersigned deliver order.
19. **Taxes and Duty.** UK duty and VAT may be payable after bottling, depending upon the final destination of the bottled product. Duty is the charge made by HMRC based on the percentage of pure alcohol. The current rate in the UK is £31.64 per litre of pure alcohol (valid at November 2023). This is £61.12 per case of 6 bottles (70cl) at 46% alc. vol. UK VAT is currently 20%. This is charged on the purchase price of the whisky as adjusted for relevant storage, insurance, bottling and duty costs payable by you. Both duty and VAT are due after the cask has been bottled and the finished goods are removed from the bonded warehouse. Taxes are subject to change by the UK government. Various different rates of duty apply throughout the EU and the rest of the world. It is your responsibility to make the necessary arrangements.
20. **Exporting.** Single Malt Scotch Whisky must be bottled in Scotland, and only exported in bottles. If exported under bond, duty and VAT can be suspended (but not avoided) subject to the exporter being registered for both duty and VAT, and being registered as a bona fide exporter. Duty and VAT would be payable in the country of final destination at the rates prevailing in that country at that time. It is up to you to find a suitable importer in the destination country and to arrange the export but GlenWyvis Distillery Ltd may be able to assist with this. Please note it is your responsibility to be aware of all regulations prevailing in the country of residence regarding the importation of alcohol plus any issues regarding labelling.
21. **Non-payment or Loss of Contact.** In the event you do not pay any costs or payments due to us under these terms and conditions or we are unable to contact you on the expiry of 10 years from the date when the cask is filled, we reserve the right to sell the spirit and to hold the proceeds on your behalf after deduction of sale costs and any other costs we may have incurred from warehousing the cask for a period longer than 10 years.
22. **Liability.** Nothing in these terms shall exclude the liability of either party for death or personal injury resulting from negligence, fraud, fraudulent misrepresentation, or any other liability which may not be excluded by applicable law. Subject to this, we shall not be liable for any form of indirect, special or consequential loss whatsoever or howsoever and our entire liability under this contract of sale shall be limited to an amount equal to the price of the Cask.
23. **Force Majeure.** Both you and us shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it: promptly notifies the other of the Force Majeure event and its expected duration; and uses reasonable endeavours to minimise the effects of that event. If, due to Force Majeure, a party is or shall be unable to perform a material obligation or is delayed in or prevented from performing its obligations for a continuous period exceeding thirty (30) days, the other party may, terminate the Contract on immediate written notice. In the event of the distillery becoming bankrupt, you will have the immediate opportunity to exercise your right to buy the cask in which your spirit is maturing in order to facilitate its transportation away from a GlenWyvis warehouse by a freight operation licensed to move and store duty-suspended goods.
24. **Jurisdiction.** This contract of sale is governed by Scots law and you and we agree to and accept the exclusive jurisdiction of the Scottish courts in respect of any matters arising from it.



The Spirit of Dreams

Private Cask Offer

Your Order Form

Please complete the form overleaf, then detach, and return to GlenWyvis Distillery as per the instructions provided.



Private Cask Offer

Order Form

I would like to purchase the following cask which will be filled with GlenWyvis Distillery new spirit –

| | |
|--------------------------|-------|
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | |

Title and Name

Address

.....

.....

Email

Phone Number

I hereby certify that I have read and understood the attached GlenWyvis Distillery Ltd terms and conditions of sale for private casks. (please sign below)

Signature **Date**.....

Once receipt of your order has been acknowledged by email from GlenWyvis Distillery and you have been given a reference number, then payment will be required to be made direct into our bank account:

Bank: Handelsbanken, First Floor, Camas House, Fairways Business Park, Inverness, IV2 6AA

Account Name: GlenWyvis Distillery Limited

Account Number: 21183571 Sort Code: 40-51-62 IBAN: GB22 HAND 4051 6221 1835 71

Please ensure your name and reference number are included with your payment.

Please send a scanned copy of this form to: casks@glenwyvis.com or post it to:

GlenWyvis Distillery, Upper Dochcarty, Dingwall, IV15 9UF

Upon receiving your cleared payment we will send you a email confirming payment receipt.

Once your final payment is received and your cask is filled, you will be sent an ownership certificate, specifying the cask number, date of filling and contents.



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GlenWyvis Distillery, Upper Dochcarty, Dingwall, IV15 9UF
casks@glenwyvis.com | glenwyvis.com | 01349 862005