

**POLICY ON THE ACCEPTANCE OF PRODUCTS  
TO BE READ IN CONJUNCTION WITH THE ASTON MANOR LIMITED – TERMS AND CONDITIONS OF  
SUPPLY**

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**1 ACCEPTANCE**

- 1.1 On Delivery of the Products in accordance with Clause 4 of the Aston Manor Limited – Terms and Conditions of Supply, the Customer shall have a reasonable time to inspect them following Delivery. For the avoidance of doubt, a reasonable time to inspect is considered to be within 7 days of Delivery after which it is deemed that the Customer has accepted the Products.
- 1.2 The risk in the Products shall pass to the Customer on completion of delivery.
- 1.3 The Customer shall:
- (a) Not remove, deface, or obscure any identifying mark or packaging on or relating to the Products.
  - (b) Maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of Delivery.
- 1.4 Subject to clause 1.1, if:
- (a) The Customer gives notice in writing to the Supplier within 7 days of Delivery that some or all of the Products do not comply with the warranty set out in Clause 5.1 of the Aston Manor Limited – Terms and Conditions of Supply; and
  - (b) Such notice in Clause 1.2 (a) is to include:
    - a. a photographic image of the Products indicating the source of the warranty non-compliance;
    - b. a photographic image of the full pallet label;
    - c. the purchase order number under which the goods were ordered and received.
    - d. the date of receipt of the goods (Delivery date); and
  - (c) The Customer shall grant the Supplier unrestricted access to its premises to carry out an inspection of the Products, the Customer's handling processes including interviewing members of staff involved in the handling of goods; and
  - (d) The Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business
- the Supplier shall, at its option, repair or replace the defective Products.
- 1.5 The Supplier shall not be liable for any defect in the products that can be evidenced to have been caused by any act or omission of the Customer.

**2 GOODS RECEIVED UNDER DUTY SUSPENSION**

- 2.1 In accordance with HMRC Alcoholic Products Technical Guidance, Section 10.11 and Excise Notice 197, section 2.3.6, it is a HMRC requirement that all Products moved under duty

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suspension via Excise Movement and Control System (**EMCS**) are received by the consignee within 5 working days of receiving the goods.

- 2.2 On Delivery of the Products in accordance with Clause 4 of the Aston Manor Limited – Terms and Conditions of Supply, the Customer (consignee) shall be responsible for the prompt completion of the EMCS report of receipt, in line with this guidance, where Products are received under duty suspension. The Customer shall ensure that any third-party agents, including bonded warehouses or logistics providers acting on their behalf, fulfil all EMCS obligations on their behalf in a timely manner.
- 2.3 If the Administrative Reference Code (**ARC**) remains unreceipted more than 5 working days after delivery, the Supplier shall issue reminder notices to the Customer.
- 2.4 If the ARC remains unreceipted for more than 3 months from the date of dispatch, the Supplier will levy the cost of the non-receipted ARC to the Customer at the cost levied by HMRC.

**3 GOODS COLLECTED UNDER DUTY SUSPENSION FOR EXPORT**

- 3.1 Where Delivery of the Products occurs by the Customer's collection under Ex-Works (**EXW**) Incoterms for onward exportation from Great Britain, it is the Customer's responsibility to ensure that the ARC is correctly declared as part of the export process. The Customer shall:
- (a) enter the ARC number in Box 40 of the export declaration.
  - (b) include the EMCS electronic Administrative Document (**eAD**) within the GVMS (Goods Vehicle Movement Service) declaration.
  - (c) ensure all required customs paperwork is correctly submitted at the customs border.
  - (d) send a copy of the final export declaration to the Supplier without delay for record-keeping and audit purposes. This document serves as official proof of export and is required to close the corresponding movement on HMRC's EMCS.
- 3.2 Subject to clause 3.1, if the export declaration does not reference the ARC number, and HMRC subsequently determines that there is insufficient proof of export, the Customer shall provide alternative evidence of exportation to include:
- (a) a signed copy of the CMR (Consignment Note); and
  - (b) a signed copy of the Supplier provided delivery note.
- 3.3 The Supplier shall not be liable for any failure of the Customer to comply with clauses 3.1 and 3.2 above. If HMRC concludes that correct documentation has not been provided, the Supplier will levy the cost of incorrectly documented exports to the Customer at the cost levied by HMRC.