



STANNERGILL

CASTLETOWN

CAITHNESS



DISTILLERY

**CASK OWNERSHIP PROGRAMME
TERMS & CONDITIONS**

Welcome to | Stannergill Whisky At Castletown Mill

The Spirit Of Castletown Mill

We (Martin, Claire, and our team) are Dunnet Bay Distillers Ltd, the creators of the multi-award-winning Rock Rose Gin, Holy Grass Vodka and Mapmaker's Rum. Established in 2014 our products are now available in over 20 markets worldwide.

This Is The Next Stage In Our Journey

We have long driven past the beautiful, but dilapidated, Castletown Mill building with thoughts of one day being able to revitalise it. The dream became reality in 2020 when we took ownership of this iconic vernacular building. As the current custodians, we are eager to conserve and revitalise it as a destination whisky distillery, telling the story of the building and making it a proud Caithness landmark once again.

You can become part of our whisky adventure with your very own cask(s) of Stannergill Single Malt Whisky.

The flavour of Stannergill Whisky will honour the Caithness whiskies of the past but also present opportunities for new flavours, and new Caithness whisky making traditions. Every cask will be unique, each adding to the flavour of our new make Stannergill spirit, to create a perfectly balanced whisky. Your cask(s) will rest for up to 10 years in our cool, dunnage style warehouse where the fresh sea-air from Dunnet Bay which

surrounds Castletown Mill will help to create a smooth and mellow spirit.

Our Cask Ownership Programme is not just about being part of the Stannergill Whisky Family, it is also about creating a new life and soul for Castletown Mill a nationally important grain mill and much-loved local landmark which lies at the heart of a small village community in Caithness. Cask ownership will help realise Dunnet Bay Distillers vision for Stannergill Whisky at Castletown Mill, creating new employment opportunities in a fragile rural economy and a cultural legacy for the local community in the form of a new craft whisky distillery and historic environment visitor attraction. Reserving a Stannergill Whisky cask(s) will also provide you with a rare opportunity to own a piece of Scotch Whisky making history.

The New Stannergill Whisky Distillery At Castletown Mill

As the new custodians of Castletown Mill, we are looking forward to breathing new life into the building. We are keen to tell its story and to add to the wonderful history of the building as we hopefully move towards re-establishing the mill as a proud Caithness landmark once again.

After securing a grant from Historic Environment Scotland and Planning Permission from the Highland Council we have started work revitalising Castletown Mill to become the brand



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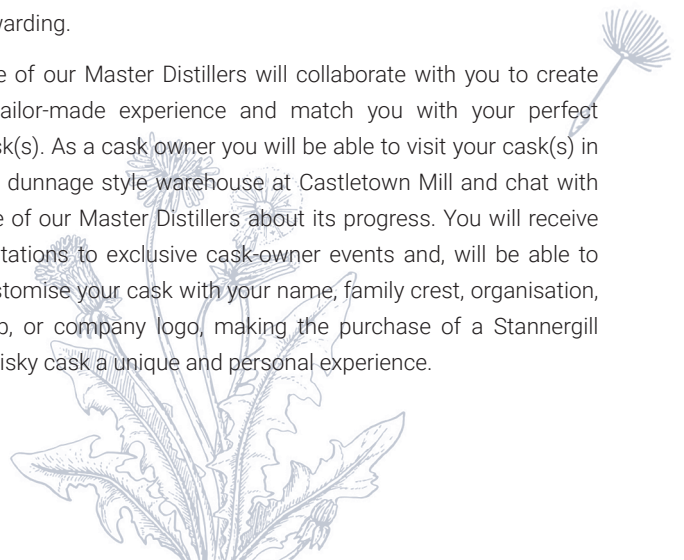
home for our expansion into the whisky market. Due to open in Summer 2025 we are currently developing a destination distillery to educate visitors on the history of the mill and celebrate the heritage of the site. The Stannergill Whisky at Castletown Mill Distillery Shop will stock our exceptional spirits and locally produced food, drink, arts, and crafts, whilst our Bistro will use the best food and drink that Caithness has to offer. The mill events space will host temporary exhibitions and be a unique venue for celebration events such as weddings, corporate hires, and other functions.

The Cask Ownership Programme

No two casks are the same, and that is part of the attraction as whisky in a cask goes on evolving in a way that bottled whisky

does not. Every single cask is unique, you can fill two identical casks with the same spirit and put them in a dunnage warehouse for the same period, and they will still turn out slightly different. This is what makes buying whisky by the cask so fascinating and rewarding.

One of our Master Distillers will collaborate with you to create a tailor-made experience and match you with your perfect cask(s). As a cask owner you will be able to visit your cask(s) in our dunnage style warehouse at Castletown Mill and chat with one of our Master Distillers about its progress. You will receive invitations to exclusive cask-owner events and, will be able to customise your cask with your name, family crest, organisation, club, or company logo, making the purchase of a Stannergill Whisky cask a unique and personal experience.



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The Cask | Package

The cost of purchasing a cask of Stannergill Whisky understandably will change depending on the size of the cask you select. Dunnet Bay Distillers Ltd believe it is important that you have a connection and input into this particularly important part of the maturation process.

What Cask Sizes Are Available & How Much Will They Cost?

A limited number of casks will be available each year and will comprise:

- First Fill 200 Bulk Litre Ex-Bourbon Cask – £9,500.
- First Fill 250 Bulk Litre Ex-Sherry Hogshead – £10,650.
- Second Fill 200 Bulk Litre Ex-Bourbon Cask – £8,500.
- Second Fill 250 Bulk Litre Ex-Sherry Hogshead – £9,500.

Please note, at the end of the maturation period, you will own the contents of the cask, while the cask itself remains the property of Stannergill Whisky trading as Dunnet Bay Distillers Ltd. See the Cask Ownership Programme: Terms & Conditions for further clarification.

Additional Cask Ownership Benefits

As a proud owner of a cask of Stannergill Whisky, you will be able to choose your individual cask size and flavour profile. You will also receive:

- A beautifully designed and exclusive Certificate of Ownership which will be available in electronic or paper format.
- The opportunity to visit Castletown Mill and fill your cask(s).
- An annual free guided distillery tour for you and one guest for the period that you are a member of the Cask Ownership Programme.
- Advanced notification of any future special bottlings.
- An invitation to exclusive events we host for cask owners.



The
Blencathro
Glass

Terms & Conditions

Contract Of Sale

These Terms & Conditions and your Certificate of Ownership comprise the "Contract of Sale" for the purchase of an agreed number of litres of new make spirit (based upon your choice of cask type). You must pay the full purchase price of the cask to secure your allocation.

The Contract of Sale is between Stannergill Whisky trading as Dunnet Bay Distillers Ltd ("the supplier", "we", "us" and "our") and the customer ("you", "your", and the "cask owner").

The Contract of Sale constitutes the entire agreement between the supplier and the customer in relation to its subject matter and supersedes any prior arrangement, understanding or agreement between both parties in relation thereto and sets forth the full extent of our obligations and liabilities in respect of the Cask Ownership Programme ("the product").

Any written notices in connection with the Contract of Sale will be in English. No amendments to the Contract of Sale will be effective unless they are in writing and signed by us.

The Contract of Sale does not create a partnership or joint venture between the supplier and the customer, nor allow either party to function as agent for the other. A person who is not party to the Contract of Sale has no rights under or in connection with it.

Who We Are

Our registered address is:

Dunnet Bay Distillers Ltd, Dunnet Bay Distillery, Dunnet, Thurso, Caithness, Scotland, KW14 8XD.

Our Company Registration Number is: SC454474, Dunnet Bay Distillers Ltd.

Order Confirmation

Before we accept your order, we will obtain authorisation on your credit card. Once authorised we will send an "Order Confirmation" to the e-mail address you have supplied to us, at this point the Contract of Sale will come into existence. We will notify you of any delay to your order. If there are any problems with your order, a member of the Stannergill Whisky Cask Team will contact you either by e-mail or by telephone. We reserve the right to cancel your order if there is reason to. If this occurs, we will notify you and refund your order in full.

Age Restriction

By placing an order, you acknowledge that you are at least of the minimum legal age to purchase alcohol in accordance with the laws of the country where you currently reside and/or the specified delivery location. In the UK it is illegal for any person under the age of 18 to buy, or attempt to buy, alcohol for themselves or for any other person under the age of 18.

The Warehousekeepers & Owners Of Warehoused Goods Regulations 1999

To comply with The Warehousekeepers and Owners of Warehoused Goods Regulations 1999 you must confirm that:

- (i) You are a private customer who is purchasing the product for private, non-commercial use; or
- (ii) You are a UK based Revenue Trader and registered as an Owner of Warehoused Goods in the UK; or
- (iii) You are an overseas Revenue Trader and have appointed, or will appoint, a UK Duty Representative.

The Angels Share

By agreeing to this Contract of Sale you acknowledge and agree that there will be a loss of both alcohol and volume while the whisky matures in your cask(s). This loss occurs due to natural evaporation (called the "Angels Share") and the absorption of the spirit into the wood of the cask. The Angels Share evaporation rate is dependent on the size of cask, the cask location, filling strength and length of maturation. Therefore, we give no guarantee of the amount of spirit remaining in your cask(s) at the end of the maturation process.

We estimate that after 10 years of maturation, a 250 bulk litre cask will yield approximately 380 x 70cl bottles @ 46% ABV. By accepting this Contract of Sale, you acknowledge and agree that the approximate filling level of your cask(s) is a guideline only and each cask will have a slightly different filling volume and we cannot guarantee any minimum filling amounts.

Maturation Insurance

We include maturation insurance in the purchase price of your cask(s). Stannergill Whisky trading as Dunnet Bay Distillers Ltd will pay for maturation insurance for a period of 10 years from the date of filling. If you change your name or address, you must inform us so we can keep our insurance and storage records up to date.

We will cover the cost of insuring, storing, and repairing your cask(s) for up to 10 years. If you wish to leave your cask maturing for longer than 10 years, then additional costs will apply. After the 10-year period we will not replace any spirit losses which may occur, nor spirit in your cask(s) which has not matured to the quality standard expected by us.

You acknowledge and agree that at no point will you obtain any rights in the cask(s) itself and that all rights, title, and risk in the cask(s) shall remain ours. In the event of substantial loss or damage to your cask(s) we shall endeavour to offer you a replacement of the nearest available cask(s) in terms of type, product, and distillation date.

The price does not include the cost of the cask(s) as this will remain in the ownership of Stannergill Whisky trading as Dunnet Bay Distillers Ltd during the period covered by the Contract of Sale including at the end of the maturation period and subsequent disgorging of the contents.

Cask Visitation & Samples

Once you have paid in full for your cask(s) and it contains new make spirit, you will be eligible to visit your cask(s) annually by appointment only with no less than 10 working days' notice.

We will try to accommodate visitation requests but reserve the right to refuse or reschedule your visit due to the needs of the business. To arrange to visit your cask(s) contact the Stannergill Whisky Cask Team via e-mail casks@stannergill.co.uk or in writing to our registered address.

We will provide feedback on how Stannergill Whisky is developing on an annual basis. We want to protect your whisky as best we can and give it the necessary time and opportunity to develop flavour. However, please note that every time we move and open a cask, we potentially weaken the cask and increase the risk of additional spirit loss.

You can request a 100ml sample of your whisky annually subject to a filling charge. This option is subject to payment by you of all delivery, postage, packaging, and an administration charge. This payment will not exceed £50 per sample.

Cask Buyback

After the minimum 10-year period, we will offer to purchase your cask(s) at the prevailing market rate, i.e., the rate that we

purchase whisky of a comparable age and value in the 3-month period preceding the cash buyback offer. If you choose to sell your cask(s) back to us through our cash buyback offer, this transfer will take place under bond and there will be no duty or VAT to pay.

Bottling & Labelling

Bottling will take place at the Stannergill Whisky bottling warehouse at Castletown Mill, without chill filtration or the addition of any colour. You will have the choice of bottling your whisky at cask strength or at 46% ABV.

By accepting these Terms & Conditions, you irrevocably and unconditionally agree not to bottle the product held in your cask(s) before the 5th Anniversary of its filling date. If you elect to bottle your product in part after the 5th Anniversary of its filling date, there will be an additional cask rental fee of the prevailing rate at the time of re-warehousing.

All rights to the expressions "Stannergill Whisky", and "Castletown Mill" along with all associated trademarks, copyright or other intellectual property rights are the property of Stannergill Whisky trading as Dunnet Bay Distillers Ltd.

You may use the expression "Stannergill Whisky distilled, matured and bottled at Castletown Mill" on the label of the bottles that contain the product in your cask(s) but only in a manner where the phrase is no more prominent than the principal or other brand featured on said label. You may not use the phrase "Stannergill Whisky distilled, matured and bottled at Castletown Mill" in relation to any other whisky, or in relation to any other spirits, products, goods, or merchandise.

We will endeavour to accommodate any reasonable requests for the customisation of bottle labels (at your cost). We are under no obligation to accommodate any customisation that may adversely affect the Stannergill Whisky brand. By designing and using a label, you accept that any such label complies with the relevant regulations and does not in any way infringe any existing trademarks, copyright or other intellectual property rights and that you will indemnify Dunnet Bay Distillers Ltd against all claims, losses, damages and expenses which may be incurred by or levelled against us in connection with any actual or purported breach of regulations or infringement of any trademarks, copyright or other intellectual property rights

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resulting from the use of any such label.

UK Duty & VAT

After bottling you will be liable for UK duty and VAT at the prevailing rate at the time unless you can arrange shipping to a bonded warehouse either within or outside of the UK.

You must settle all duty and VAT and arrange shipping of your bottles within 1 month of the completion of bottling.

Where you choose to ship your bottles to a destination outside the UK, it shall be your sole responsibility to make all necessary arrangements for the importation of your whisky into the country in question, to make full payment of all applicable duties and levies and to ensure compliance with all the rules in respect to labelling.

If you choose to sell your cask(s) back to us through our cash buyback offer, this transfer will take place under bond and there will be no duty or VAT to pay.

UK Delivery & Collection Options

Delivery costs will apply and will be charged at standard rates at the time of bottling.

You will also be able to collect your bottles personally from Castletown Mill by prior arrangement. Just let us know if this is your preferred option and we will agree a mutually suitable date and time. All costs associated with collecting your whisky from the Stannergill Whisky Distillery at Castletown Mill is your responsibility.

Where Do You Deliver Outside The UK?

We aim to ship to as many locations globally as possible. However, some restrictions are out with our control. Please check that we can deliver to your location before ordering.

Please note that deliveries to the United States of America will need to be managed through our nominated distributor. We can only deliver to the following states in the USA: AK, CA, CT, DE, FL, ID, LA, MA, MD, ME, NE, NJ, NM, NY, OR, RI, TX, VA, VT, WY, and Washington DC.

Change Of Details

If you change your name or address, you must inform us by e-mail casks@stannergill.co.uk or in writing to our registered address so we can keep our insurance and storage records up

to date. In the event we are unable to contact you (having used every reasonable endeavour to do so) on the expiry of 10 years from the filling date of your cask(s), we reserve the right to sell the product contained within it. We will hold the proceeds of any such sale on your behalf after the deduction of any costs incurred as part of the sale and from warehousing or otherwise storing the product.

Privacy Policy

Dunnet Bay Distillers Ltd will use your personal information to supply you with the product and perform its obligations under the Contract of Sale, processing the initial purchase price of your cask(s) and payment of your final costs invoice. We will also inform the cask owner of any other products or services which may be of interest to them. However, you may choose to stop receiving such communications at any time by contacting the supplier and stating that you wish to opt out.

Please see our [Privacy Policy](http://www.stannergillwhisky.co.uk/privacy-policy), www.stannergillwhisky.co.uk/privacy-policy.

Contract Termination

The supplier may terminate the Contract of Sale with immediate effect by giving you written notice, if any of the following are true:

- You do not pay the initial purchase price or final costs invoice.
- The supplier discovers you are not of the minimum legal age to purchase alcohol in your country of residence.

In the event of the termination of the Contract of Sale due to the above clauses, Stannergill Whisky trading as Dunnet Bay Distillers Ltd is authorised to dispose of the remainder of your whisky as it sees fit. In the event of the termination of the Contract of Sale due to the above clauses, the customer will not receive a refund.

HMRC

By agreeing to this Contract of Sale the customer acknowledges and agrees that it is their responsibility to understand and thereafter comply with the requirements of HMRC as regards the purchase of this product from us.

Capital Gains Tax

For UK taxpayers, UK Capital Gains Tax is not applicable on the

purchase of bulk whisky. This is because whisky is deemed a "tangible", "movable", or "wasting" asset. Whisky purchased in a cask(s) for personal use, as gifts for family, friends, etc., should therefore be exempt from Capital Gains Tax. We do not, however, make any representations or guarantees in respect of exemption or otherwise from Capital Gains or any other form of personal tax and you should consult your own independent financial advisor, tax advisor and/or solicitor regarding this matter.

Title & Risk

You will not take ownership of your cask(s) until it has been filled and you have paid in full to enter the Cask Ownership Programme.

Risk in the product shall pass to the cask owner at the point of collection by you or your nominated representative or carrier from us.

Liability

Nothing in this Contract of Sale 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 applicable by law.

Subject to the above clause, we shall not be liable for:

- *Loss of profits.*
- *Loss of business.*
- *Depletion of goodwill or similar losses.*
- *Loss of anticipated savings.*
- *Loss, related to corruption of data or information.*
- *Any form of indirect, special, or consequential loss whatsoever or howsoever caused.*

Our entire liability, subject to the above clauses, under or in connection with this Contract of Sale is limited to an amount equivalent to the price you paid to enter the Cask Ownership Programme.

Jurisdiction & Applicable Law

Nothing in these Terms & Conditions is intended to or will be construed as limiting or excluding any liability for fraud or fraudulent misrepresentation.

The Contract of Sale, and any dispute or claims arising out of or

in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Scottish Law, and the parties irrevocably submit to the exclusive jurisdiction of the Courts of Scotland.

Copyright

Nothing in this Contract of Sale will grant you any rights in or licence to the Stannergill Whisky brand or any of our other intellectual property rights.

How To Contact Us

If you have any questions or complaints regarding our Cask Ownership Programme, please contact the Stannergill Whisky Cask Team via e-mail casks@stannergill.co.uk or write to us at our registered address:

*Dunnet Bay Distillers Ltd,
Dunnet Bay Distillery,
Thurso,
Caithness,
Scotland,
KW14 8YD.*

We will confirm receipt of any such correspondence by e-mail, or by pre-paid post.



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