



NCN'EAN

EARLY CASK OFFER

We are a young, independent organic whisky distillery on the west coast of Scotland. We exist to create experimental spirits and pioneer sustainable production.

We are offering 60 people the opportunity to own one of our first barrels. This is your chance to be involved in the founding of a new whisky and a new distillery.

To order, please fill in a Cask Order Form and return a copy to casks@ncnean.com.



OUR DISTILLERY

SCOTCH WITH PURPOSE

Our story began in 2012: Annabel pondering her future whilst working as a consultant in London. During a whisky road trip came a lightbulb moment: why do so many distilleries do things the same way things have always been done... perhaps there are other ways? Then five years creating a distillery from scratch on a wild, west-coast estate.

QUEEN OF SPIRITS,
PROTECTOR OF NATURE

Our name, Ncn'éan, is an abbreviation of Neachneohain, the Queen of Spirits in Gaelic legend. Neachneohain was a huntress: strong, independent and never afraid to walk her own path. A quiet rebel.

She was also a fierce protector of nature, and we believe we're the first organic whisky distillery in Scotland. We use our own pure spring water. All our energy comes from renewable sources. We recycle waste heat through the warehouses. Our left-over grain feeds the cows on the farm. Nothing is wasted.

This isn't the normal path: organic barley is harder to find, more expensive and difficult to handle in the distillery. Our new woodchip boiler is a complex beast that needs some coaxing. But given what we're trying to create, we believe it's the best path to take.

OUR WHISKY

MADE BY NATURE
NOT BY RULES

Scotland has a long history of experimentation and we believe in following that trail-blazing spirit. We're using some of the most imaginative distilling ideas from around the world, combined with the best ingredients Scotland has to offer, to create a spirit that's easy to drink and mix.

We're trying longer mashing times and slower fermentation, and experimenting with yeasts not commonly used in distilling. The high, narrow cut on our still is helping us produce a purer spirit. And our unusual lamp-glass-shaped stills encourage a gentle distillation and significant amounts of reflux, creating a lighter spirit that retains its fruity notes. We've also installed temperature controls in our warehouses to create different flavours over time.

Our distillation and maturation approach was master-minded by the late Dr Jim Swan. A chemist by training and a whisky industry veteran, Jim had an excellent track record in helping distilleries achieve fantastic quality whiskies at a young age, for example at Kilchoman on Islay and Kavalan in Taiwan. Jim designed our recipe (e.g. mash temperatures, yeast choices and cut points), our still shape and set up our barrel sourcing to ensure the highest quality.

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EARLY CASK OFFER

EX-BOURBON CASK

£3,000

Your cask will be filled with new-make spirit at 63% abv and will hold about 195 litres. After the "angel's share" (natural evaporation), you can expect about 320 bottles at 46% abv after five years.

STR EX-WINE CASK

+ £900

Our specially selected ex-wine casks, which are larger than an ex-bourbon cask, are sourced from wineries in the US and Europe and specially treated in Spain or Portugal to improve their characteristics for whisky maturation. Jim Swan's proprietary 'STR' technique involves the barrels being shaved, toasted and re-charred; this is critical to allow the wood to release its active properties. After the "angel's share", you can expect about 360 bottles at 46% abv after five years.

EXTEND YOUR MATURATION PERIOD TO TEN YEARS

+ £500

For our standard barrels, we will use a specific mashing approach, a fruity yeast combination and high cut points to create a whisky that will mature in about five years. However, if you know that you would like to keep your whisky maturing for ten years, we can adjust the mashing and yeast recipe and the cut points to give you a whisky that will be perfect in ten years, but will not be ready in five years. This offer includes an additional five years of storage and insurance in our warehouses.

¹Based on current rates of duty and VAT. ²Estimated cost of £4 per bottle; this cost includes bottles, stoppers, closures, outer case and labelling. It will be possible to bottle your whisky at cask strength, which would yield fewer bottles but reduce the bottling cost.

BOTTLING

At the end of the initial five year maturation period (or ten years if you have opted to extend), you can choose either to have the cask bottled by us at the prevailing rate or to extend the maturation period at an additional cost. Should you wish to partially bottle your cask and keep the rest in storage until a later date, this can be arranged at the time.

ESTIMATED COSTS

The costs below (other than the initial cost) are offered as a guide only and may vary over time. By way of comparison, we expect to retail our whisky for over £45 per bottle in the UK (including all duty and taxes) once it reaches maturity.

Cask type	Initial cost	Duty ¹	Bottling ²	VAT ¹	Total	Cost per bottle
Ex-bourbon	£3,000	£2,930	£1,290	£1,444	£8,663	£27
Ex-wine	£3,900	£3,305	£1,455	£1,732	£10,392	£29

The initial cost includes:

- your name on the cask and a certificate of ownership;
- the opportunity to witness your cask being filled and an open invitation to visit the distillery;
- storage and insurance in our warehouses for five years, unless you have chosen to extend this period; and
- a 100ml reference sample each year so that you can see the maturation of your whisky,

but excludes the cost of bottling, packing, shipping and any taxes.

To order, please fill in a Cask Order Form and return a copy to casks@ncnean.com. We will operate a first come first served policy based on the receipt of signed order forms and payment. There will be a waiting list for next year's barrels for those that miss out.

NCNEAN.COM

HELLO@NCNEAN.COM

01967421698



NCN'EAN
EARLY CASK OFFER

ORDER FORM

We are delighted that you would like to join us on this journey. Please fill in the form below and return to casks@ncnean.com. Once we receive your order we will contact you to confirm availability and arrange payment.

YOUR ORDER

OPTION	PRICE	PLEASE X YOUR SELECTION
EX-BOURBON CASK (FIVE YEAR MATURATION)	£3,000	
EX-BOURBON CASK (TEN YEAR MATURATION)	£3,500	
EX-WINE CASK (FIVE YEAR MATURATION)	£3,900	
EX-WINE CASK (TEN YEAR MATURATION)	£4,400	

YOUR DETAILS

If you are purchasing the cask as a gift or on behalf of a group, please fill in sections (5) and (6) with the details of the intended recipient of the cask or the group's name.

1 FULL NAME OF PURCHASER	
2 CONTACT ADDRESS OF PURCHASER	
3 EMAIL ADDRESS OF PURCHASER	
4 PHONE NUMBER OF PURCHASER	
5 NAME TO BE SHOWN ON CERTIFICATE	
6 NAME TO BE SHOWN ON CASK (MAX 15 CHARACTERS, INCLUDING SPACES)	
7 WOULD YOU LIKE TO BE PRESENT FOR THE FILLING OF YOUR CASK? (Fillings take place every Thursday; dates vary depending on maturation choices)	

By signing this form, I am confirming that I would like to purchase the cask(s) specified in this form and that I agree to Ncn'ean Distillery's Cask Terms and Conditions.

Name _____

Signed _____ Date _____

EARLY CASK OFFER

NCN'EAN DISTILLERY: CASK TERMS AND CONDITIONS

1 Definitions and Interpretation

1.1 In this document, the following words and terms shall have the following meanings:

- Brand means any and all intellectual property rights subsisting in or pertaining to the Product and any name, logos, packaging, design and/or any aspect of the look and feel of the Product in whatever form we may apply from time to time;
Cask has the meaning given in Clause 4.1;
Cask Offer Letter means our initial cask offer letter;
Cask Order Form means the order form for the Product to which these Terms are appended;
Cask Transfer Form means the cask transfer form available upon request from us;
Cask Type means the cask type set out in the Cask Order Form (ex-bourbon or ex-wine);
Contract means the contract, comprising the Cask Order Form and these Terms, entered into between you and us for the supply of Product;
Delivery means bottling, packing and shipping the Product and Delivered shall be construed accordingly;
Delivery Invoice has the meaning given in Clause 7.2;
Distillery means our whisky distillery at Drimmin, Oban, PA80 5XZ;
Force Majeure means an act of God, fire, flood, war, act of terrorism, riot, civil commotion, governmental action (excluding regulatory change), labour dispute (save where such dispute involves our personnel) and any similar event beyond our reasonable control;
Intellectual Property Rights means trademarks, trade names, domain names, logos, patents, inventions, registered and unregistered design rights, copyrights, confidential information and know-how, trade secrets database rights and all other intellectual or industrial proprietary rights including any registration of such rights and applications and rights to apply for such registration;
Invoice has the meaning given in Clause 2.3;
Maturation Period means five years from the date of purchase unless you have elected in the Cask Order Form for the extended ten year maturation period, in which case it means ten years from date of purchase;
New Owner has the meaning given in Clause 6.3;
Order means the order for the Product, details of which are contained in the Cask Order Form;
Price means the price for the Product set out in the Cask Order Form and excludes any costs of bottling, packing, shipping, and all Taxes and duties of any kind;
Product means the whisky (technically, new-make spirit at the time of filling your Cask), the subject of the Cask Order Form; it does not include the physical barrel;
Tax means all forms of taxation, contributions, duties, imposts and levies (for the avoidance of doubt, including value added tax) imposed, assessed or collected by a Tax Authority, whether of the United Kingdom or otherwise, including any interest, fine, penalty or surcharge levied in connection therewith;
Tax Authority means any local, municipal, governmental, federal, state or other fiscal, revenue, customs or excise authority, body, agency or official competent to impose, assess or collect a liability to Tax, whether in the United Kingdom (including HMRC) or elsewhere;
Terms means these terms and conditions;
us or we means Ncnean Distillery Limited, a company incorporated in Scotland with company number SC445789 and registered office at Drimmin, Oban, PA80 5XZ and our shall be interpreted accordingly; and you means the purchaser of the Product, as specified in section (1) of the Cask Order Form, and "your" shall be interpreted accordingly.
- 1.2 Unless the context requires a different interpretation, the following rules shall be used to interpret these Terms: (a) the word "including" means "including but not only"; (b) a reference to a "Clause" is to the relevant Clause of these Terms, unless otherwise stated; (c) the headings in these Terms do not affect the meaning of the Clauses.
- 1.3 Any references to any Scottish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any legal concept or thing shall in respect of any jurisdiction other than Scotland be deemed to include what most nearly approximates in that jurisdiction to the Scottish legal term.

2 Your Order

- 2.1 Your Order shall constitute an irrevocable, binding offer to purchase the Product at the Price set out in the Cask Order Form and on the terms set out herein.
- 2.2 We shall notify you of our acceptance or rejection of that offer (depending on availability of the Product specified by you) by email to the address specified by you in the Cask Order Form.
- 2.3 If we accept your Order, we shall issue you with an invoice for the Price, plus any Tax payable thereon (the Invoice).
- 2.4 You shall pay the Invoice within 30 days of the date of the issue. If we do not receive payment in full within that period we shall be entitled to treat the Contract as rescinded and we shall have no further responsibility to you in respect of the Contract.

3 The Price

- 3.1 The Price includes:
- 3.1.1 the Product;
 - 3.1.2 your name stencilled on your Cask;
 - 3.1.3 a certificate of ownership of the Product;
 - 3.1.4 the opportunity to witness your Cask being filled;
 - 3.1.5 an open invitation to visit the Distillery and to receive a free tour of the Distillery during normal business hours;
 - 3.1.6 storage and insurance in our bonded warehouses at the Distillery for the duration of the Maturation Period;

3.1.7 a 100ml reference sample taken from your Cask every year to be held at the distillery (posted samples within the UK are available at an additional cost).

3.2 The Price does not include the barrel itself (which shall remain our property at all times, notwithstanding anything to the contrary in these Terms or otherwise), the costs of Delivery or any Tax in respect of the Product.

3.3 Save as provided in Clause 3.1.7, sampling of the Product is not permitted under any circumstances.

4 The Product

4.1 Upon payment of the Invoice we shall select a barrel of your preferred Cask Type, fill it to capacity with Product at approximately 63.3% alcohol by volume from the next available batch of Product, stencil it with your name (your Cask) and produce a certificate of ownership in your name.

4.2 You acknowledge and agree that the filling levels referred to in the Cask Offer Letter are a guideline only and that your Cask may have a slightly different capacity.

5 Maturation

5.1 Your Product shall remain in our bonded warehouses at the Distillery until such time as it is Delivered to you. You acknowledge and agree that natural evaporation (the angel's share) will result in a loss of both alcohol and volume as your Product matures in your Cask.

5.2 For so long as the Product remains at the Distillery, we shall insure the Product on substantially the same terms and conditions as other like product. In the event of complete or substantial loss of or damage to your Product, we shall endeavour to offer you the nearest possible equivalent replacement product (in terms of cask type, distillation date and maturation period).

6 Transfer of your Product

6.1 If you have identified another natural person as the intended recipient of your Cask in sections (5) and (6) of your Cask Order Form then you may transfer your Cask (i.e. transfer your Product prior to Delivery whilst it remains in your Cask) to that person (or, if that person is a minor, to a parent or legal guardian) at any time provided that they first sign and return a validly completed Cask Transfer Form agreeing to be bound by these Terms (including, in particular, Clause 8.1).

6.2 Should you wish to transfer your Cask other than in accordance with Clause 6.1, you must first offer your Product back to us (by notice in writing in accordance with Clause 11.1 at a price equal to the Price plus 6% per annum simple interest from but excluding the date of Invoice to and including the date of such notice (accruing daily and calculated on the basis of a 365 day year and the number of days elapsed).

6.3 If we inform you that we do not wish to purchase your Cask or we do not respond within 28 days of receipt of your notice of intended disposal, then you may transfer ownership of your Cask to any other natural person (the New Owner) provided that the New Owner signs and returns a validly completed Cask Transfer Form agreeing to be bound by these Terms (including, in particular, Clause 8.1).

6.4 Save as provided by Clauses 6.1, 6.2 and 6.3, you shall not be permitted to transfer your Cask (i.e. your Product) under any circumstances. If you die, your personal representative(s) shall be the only persons recognised by us as having any title to your Product by transmission; but nothing herein shall release your estate from any obligations owed by you in accordance with these Terms. We shall not be bound to recognise any purported transfer or transmission of ownership of your Product made in violation of these Terms.

7 Delivery of your Product

7.1 You may not request Delivery of your Product until after our own first release of whisky. Following our first release, you may request Delivery of your Product at any time by giving not less than three months' notice in writing (in order to allow time for scheduling, labelling and duty preparations) to us in accordance with Clause 11.1.

7.2 Following receipt of your Delivery request, we shall issue you with an invoice for the Delivery cost, plus any Tax payable thereon (the Delivery Invoice). You will need to pay the costs of Delivery, plus any Tax due in connection therewith, prior to Delivery.

7.3 The Product will be bottled by us at the then prevailing cost (see Cask Offer Letter for current guidance), will not be chill filtered prior to bottling and will be bottled at natural colour.

7.4 Upon payment of the Delivery Invoice, we shall use the contents of your Cask to fill bottles with your Product and for these purposes we shall, in the absence of any written agreement with you to the contrary, use substantially the same bottles, labels, packaging and other materials as we are using for other like product at the relevant time.

7.5 We shall endeavour to accommodate any reasonable requests for customisation of the bottle, packaging and labelling (at your cost and provided that we shall be under no obligation to accommodate any customisation that may, in our opinion, adversely affect the Brand). In the absence of any separate prior written agreement entered into with you which provides otherwise, we will own any intellectual property rights in any such customisation and the production thereof.

7.6 In the event that we are unable to contact you or collect payment of the Delivery Invoice within six months of the expiry of the Maturation Period, we reserve the right to sell your Product and to hold the proceeds of sale less Delivery cost and Tax (and any other costs which we have reasonably incurred as a result of warehousing your Product beyond your Maturation Period) on trust for you, and we shall be deemed your duly appointed agent with full power to execute, complete and deliver in your name and on your behalf all documents necessary to give effect to the transfer of your Product.

8 Taxes

8.1 In order to comply with current HMRC regulations it is important that, and accordingly you warrant and represent to us that, you are a private customer, aged over 18 who is purchasing your Product for private, non-commercial use or gifting and that you will not sell or trade the Cask or Product for profit.

8.2 You will be liable for any and all Tax due in respect of your Product. In particular, and without prejudice to the foregoing, you will be liable for all Tax due in respect of your Product on Delivery when it leaves our bonded warehouse unless you can arrange for shipping to a bonded warehouse either within or outside of the UK.

8.3 If you arrange for your Product to be exported outside of the EU (or to a registered importer within the EU), UK duty and VAT may be suspended (but not avoided) subject to the exporter being registered for both UK duty and VAT. Both would be payable in the country of final destination.

9 Intellectual Property

Nothing in the Contract or otherwise will grant you any rights in or licence to the Brand or any of our Intellectual Property Rights.

10 Liability

10.1 Nothing in the Contract 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.

10.2 Subject to Clause 10.1 and save as otherwise provided in these Terms, we shall not be liable for: (a) loss of profits; (b) loss of business; (c) depletion of goodwill or similar losses; (d) loss of anticipated savings; (e) loss of use; (f) loss or corruption of data or information; or (g) any form of indirect, special or consequential loss whatsoever or howsoever caused.

10.3 Subject to Clauses 10.1 and 10.2, our entire liability under or in connection the Contract shall be limited to an amount equivalent to the Price.

11 Miscellaneous

11.1 Any notice given under or in connection with the Contract shall be given in English in writing and by letter or email to the address for the relevant party set out in the Cask Order Form or Cask Transfer Form.

11.2 We shall not be liable for any delay in performing our obligations under the Contract where such delay is caused by circumstances beyond our reasonable control.

11.3 You may not assign, sub-contract or otherwise transfer any rights or obligations under the Contract without our prior written consent.

11.4 No amendment of the Contract will be effective unless it is in writing signed by both parties.

11.5 If any provision (or part of a provision) of these Terms should be found to be invalid, unlawful or unenforceable by a court having proper authority, or if the law changes so that it becomes invalid, unlawful or not enforceable to any extent, then this Clause will apply and the provision (or part affected) will be treated as having been deleted from the remaining Terms which will remain in full force and effect.

11.6 We will not be treated as having: (a) waived a right or remedy arising under the Contract or otherwise in law; and/or (b) elected to abandon a right or remedy arising under the Contract or otherwise in law; and/or (c) where applicable, thereby affirmed the Contract; except if and to the extent that it has expressly documented such waiver or election (and any resultant affirmation) in writing signed and delivered to you.

11.7 The Contract constitutes the entire agreement between you and us in relation to its subject matter and supersedes any prior arrangement, understanding or agreement between you and us in relation thereto and sets forth the full extent of our obligations and liabilities in respect of the Product.

11.8 To the fullest extent permitted by applicable law, we hereby exclude any conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, as being binding on us except as specifically stated in these Terms and any condition, warranty or other term concerning the Product which might otherwise be implied into or incorporated within the Agreement, whether by statute, common law or otherwise, is expressly excluded.

11.9 You acknowledge that in entering into the Contract, you have not relied on any statement, representation, warranty, undertaking or other assurance given or made by any person (whether a party to the Contract or not) other than as expressly set out or referred to in the Contract. You hereby waive all rights and remedies howsoever arising which, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, undertaking or other assurance.

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

11.11 By signing this contract, you agree to us holding your personal data in order to comply with HMRC requirements and communicate with you about the plans for your Cask.

12 Governing law and Jurisdiction

12.1 The Contract (and any non-contractual disputes or claims arising out of or in connection with it) shall be governed by the laws of Scotland.

12.2 The parties agree that the Scottish courts shall have the exclusive jurisdiction to settle any dispute arising out of or in connection with the Contract (including any non-contractual disputes or claims).