

# GENERAL TERMS AND CONDITIONS OF SALE Bulk Wine Sales

## **1) GENERAL**

- These terms and conditions only apply to sales of wine in bulk containers to professional traders. They are intended for customers operating in the French and Export markets.
- Any order for products implies the unreserved acceptance of these general terms and conditions of sale and full and complete adherence thereto by the buyer, unless the seller has expressly and previously agreed otherwise.

## **2) ORDERS**

- The receipt and confirmation of orders are conditional on the buyer's acceptance of the terms and conditions set out below. Any contrary clauses and conditions that may appear on the orders, printed matter or correspondence of the buyer or its representative will be deemed null and void, except with the seller's written agreement.
- The seller reserves the right, during the execution of a contract, to request any guarantee payment that it may consider necessary, failing which the order may be cancelled without compensation. In the event of doubt about the customer's solvency, the seller also reserves the right to require the buyer to make a down payment or cash payment of the entire order before the goods are dispatched. To this end, the seller will send the buyer a pro-forma invoice specifying the amount of the down payment or of the overall order. The order will not be considered firm and final until the seller has received full payment.

## **3) PRICE LIST - PRICES - VALIDITY OF OFFERS**

- The Validity of the seller's proposals are specified in each of its commercial offers, in the absence of which they will be valid for a period of 15 days from their issue, and within the limit of available stocks.
- Any modification of the seller's offers constitutes a new offer, which it must expressly approve.
- The applicable prices are those in force at the time of the order. Prices are understood to be in euros, excluding VAT, taxes or contributions of any kind, and 'ex-cellar', unless expressly stated in the offers.

## **4) SHIPMENTS / COLLECTIONS / DELIVERIES**

- Unless otherwise stipulated, deliveries are made ex-cellar, Ex-Works (ICC Incoterms® 2010). The products are deemed to be delivered as soon as they are made available at the seller's premises. The availability times are given as an indication.
- Delays in availability can in no way justify the cancellation of an order, or give rise to damages or interest.

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**SAS with a capital of €150,000 - RCS Carpentras: 2002 B 153 - SIRET: 419 782 529 00020**

**APE: 4634 Z - Intra-community VAT No: FR 91 419 782 529 - Excise No FR 000027 E 2023**

- The buyer undertakes to comply with the collection date scheduled in the agreement. If the collection does not take place entirely on the scheduled date, the payment period will take effect on the date specified without taking into account the non-collection of the goods. The collection must be made for the entire purchased volume. In the event of a part collection, the seller reserves the right to charge the buyer additional storage costs.
- The customer will be solely liable for the conditions of transport (stock, hygiene, tank monitoring, compliance with food transportation, etc.)
- Any delay in delivery due to a refusal or delay of the buyer's transport or reception services cannot be attributed to the company.

#### **5) WARRANTY. PRODUCT CONFORMITY**

- The buyer expressly waives the provisions of Article 1587 of the French Civil Code, and accepts any deviation within the limits of the analytical standards of the wines sold.
- Any type of compensation for commercial or financial damage is excluded. In the event of error or hidden defect, the warranty is limited to the following alternative: either pure and simple exchange of the non-compliant wines, or reimbursement against return of the goods.
- No return will be accepted if it has not been subject to the seller's prior agreement. The costs relating to the transport of returned products will be borne by the buyer. In any event, the seller will not accept any returns for unsold products.
- Unloading operations are carried out under the sole liability of the buyer.

#### **6) COMPLAINTS**

- The buyer is required to check the conformity of the goods upon receipt. If any unloaded goods have not been subject to reservations by registered letter with acknowledgement of receipt within three days, not including public holidays, no legal action may then be taken against the seller. It is the buyer's responsibility to provide all supporting documents regarding the existence of the hidden defects or errors observed.

No claim will be accepted if these formalities have not been observed.

- The buyer is required to inform the carrier of any transport damage, by registered letter with acknowledgement of receipt, within three days of receipt of the goods, pursuant to the provisions of Article L 133-3 of the French Commercial Code.
- The products cannot be returned without the seller's express agreement. Failing agreement, no refund or replacement of the products can be granted. The costs and risks of return will always be borne by the buyer.
- No automatic deduction on payment of an invoice may be unilaterally imposed by the buyer due to a delay in delivery or non-compliant products, without the seller having had the opportunity to verify and agree upon the existence of the complaint.
- No complaint will be admissible if the wines have not been delivered in clean, empty, and dry tanks.

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- The buyer assumes full liability for the condition of its tanks, its hygiene, and the conservation of the wine. The seller bears no liability for any subsequent changes to the product.
- Any customer who refuses the bulk delivery of an order, on the day and at the time agreed, will be charged the cost of the outward and return transport of the goods which should have been delivered.

### **7) TRANSFER OF RISK**

- Unless otherwise contractually agreed, the wines travel at the buyer's risk. The risk is transferred upon handing over the goods to the first carrier after loading operations if this is carried out by the seller, and before loading operations if this is carried out by the carrier.
- The buyer will become liable upon their physical delivery, the transfer of possession entailing that of risk. As such, the buyer is required to insure the goods subject to retention of ownership. It must also provide a separate storage area to allow the goods to be identified in the event of inspection by the seller.

### **8) RETENTION OF OWNERSHIP**

- The wines remain the property of the seller until full and effective payment of the sale price, including any penalties and interest that may be due. The provision of an instrument creating an obligation to pay does not constitute payment under this clause. If the products subject to retention of ownership have been resold by the buyer, the seller's claim will automatically be transferred to the receivable for the price of the products thus sold by the buyer. All down payments previously paid will remain the property of the seller in their entirety under a penalty clause. The return of goods belonging to the seller will be at the buyer's expense and risk.

### **9) INVOICING & PAYMENT TERMS**

- Invoicing is carried out on the day the goods are shipped.
- The invoice payment deadlines are either specified in a contract or on the invoices, or 60 days from the issue date of the invoices. These deadlines must be complied with. Failing this, and pursuant to the regulations in force, invoices are payable within 60 days from their issue date.
- If the goods are not entirely collected on the scheduled date, the payment period will take effect on the date specified in the contract or on the invoice, without taking into account the non-collection of the goods.
- No discount or rebate will be granted for cash payment or advance payment.
- In addition, no new order will be delivered if the outstanding amount (Previous + new order) exceeds the amount covered by our GIPAC credit insurance, regardless of the due date of the outstanding receivables.
- No automatic deduction by offset against the payment of an invoice, whatever the cause, may be unilaterally imposed by the customer without our company having given its prior consent.

### **10) PENALTIES AND TERMINATION**

In the event of late payment, our company may automatically suspend all current orders, and all sums due by the customer will become immediately and automatically payable. Any sum not paid on the

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due date will automatically and without prior notice give rise to the payment of a late payment penalty of an amount equivalent to three times the legal interest rate. This rate is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points (Article L441-6 of the French Commercial Code). The late payment penalties will be due without any reminder being necessary. Any professional in a situation of late payment is deemed automatically to be a debtor towards the creditor for recovery costs comprising a fixed-sum compensation of €40. If the recovery costs incurred are greater than the amount of this fixed-sum compensation, our company will request additional compensation upon justification.

### **11) FORCE MAJEURE**

- Events beyond the parties' control which could not reasonably be expected to be foreseen, and which could not reasonably be avoided or overcome, to the extent that their occurrence makes it totally impossible to fulfil the parties' obligations, are considered to be force majeure events.

- In particular, the following events are considered as force majeure events: transport strikes, riots, fires, harmful administrative decisions, natural disasters, attacks, etc.

- Consequently, the seller will be required to notify the buyer upon the occurrence of such an event by any means at its convenience. During the term of the force majeure event, the contract will be suspended.

- During the term of the force majeure event, the seller will be released from the contractual delivery obligation, and the sales contract will be suspended.

- In no case does a force majeure event suspend payment for goods already delivered.

### **12) DISPUTES**

- All contractual relations between the seller and the buyer resulting from the application of these GTCS will be subject in all respects to French law. For any dispute relating to a sale made under these terms and conditions, the Commercial Court of Avignon (84) will be the only competent authority.