

## GENERAL TERMS AND CONDITIONS OF SALE

The goods are collected and accepted in the station of departure, are payable in BORDEAUX only and travel at the risks and perils of the consignee.

**All our sales are payable in cash and without any discounts, even for early payment, unless special terms are mentioned in the payment terms indicated on the front of this document, it being stated that unless agreed otherwise, all invoices are payable within 30 days of the date of delivery of the goods.**

In the event of damage or of a weight difference caused by a short shipment, the consignee must submit very precise reservations within three business days of delivery to the forwarder who is solely responsible.

Any quality claims relating to the goods which we receive more than one month after delivery shall not be admissible.

**By mutual agreement between the parties and in accordance with Law N° 80-335 of 12 May 1980, the present sale shall only be complete after full payment of the price. As long as the price has not been paid in full, both the principal and any incidental amounts, the goods shall remain the property of the Seller.**

**As the goods remain the property of the Seller until their price has been paid in full, it is notably prohibited for the Buyer to sell them or transform them before such payment has been made in full, and in the event of the goods being seized by any third party, the Buyer is required to inform the seller to this effect immediately.**

**However, all risks, including loss, destruction or damage, are the responsibility of the Buyer from the moment when the goods are placed at its disposal. When the sale is concluded, the Buyer undertakes to insure the goods sold on behalf of the seller.**

Supply of a bank draft or any instrument creating an obligation to pay shall not be deemed to constitute payment.

Failing payment on the set due date, all sums remaining outstanding shall become due immediately, whatever the form of payment previously agreed, with any collection charges being at the expense of the defaulting Buyer.

It is expressly stipulated that in this case, late-payment interest calculated on the tax-inclusive amount of the invoice will be due as of the day after the due date and until full payment has been made, at a rate three times the official interest rate.

The sums remaining due will also be subject to a fixed-sum penalty of 15% of the amounts payable, without prejudice to any interest, charges and fees arising from any litigation procedures.

The Seller may also request the automatic termination of the sale and in this case may have the sold goods returned by a simple summary ruling issued by the President of the Bordeaux Regional Court. An assessor may be appointed by the same ruling for the purposes of ascertaining the condition of the goods and fixing their value. Legal and assessor costs, compensation for termination and the application of the penalty clause shall remain at the expense of the defaulting Buyer. In a case of force majeure, the Seller shall be released from all obligations towards the Buyer.

**Concerning "primeur" sales in particular, the Buyer gives an irrevocable undertaking to pledge the wine for which ownership has been acquired or down payments made, to guarantee any sum it might owe the Seller whatever the origin of the said sums which might arise from the performance of the order in question or from any other order before or after it, for the same wine or for a different wine ordered from the Seller, for the same vintage or a different one, purchased as a "primeur" or as deliverable wine.**

For the purposes of fulfilling this obligation, the Buyer hereby irrevocably declares that it pledges the wine for which it has acquired ownership or made down payments to the benefit of the Seller, in accordance with the terms of Articles 91 and following of the French Commercial Code, whether before or after the present sale, for the same wine or for a different wine ordered from the Seller, for the same vintage or a different one. Failing such a pledge to its benefit, the Seller would not have confirmed the order and/or made the sale.

It is expressly agreed that the Seller's right of retention extends not only to the wines referred to in the order confirmation or sale, but to all wines belonging to the said Buyer, with the said wines providing security for payment of all sums that might be owed to the Seller by the Buyer on any grounds whatsoever.

**In any disputes, the Court of Bordeaux shall have sole competence, even in cases of multiple respondents, joinder or third party appeals.**

Submission of an order shall imply formal, unrestricted and unreserved acceptance of these terms and conditions.

In case of dispute the sole French version has legal reference.

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