



## TERMS AND CONDITIONS OF SALE

### ORDERS:

Our sales are subject to these Terms and Conditions which shall prevail over any other terms of purchase, except where specifically exempted from us.

In the event that a customer places an order without having made payment of his last order (s), our company may refuse to honor the order and deliver the goods without the customer being entitled any compensation.

### DELIVERIES-COMPLAINTS:

At the time releasing the wines, the customer has a period of one month to give its delivery instructions. After this period, if no statement or agreement on the modalities for guarding wines by the seller, it will be entitled to charge the costs of keeping at an extra 10 Euros per box per month delay, without prejudice to an action for rescission of the sale, in case of prolonged non-event of the customer.

Delivery times are for illustrative purposes only and without warranty of the seller. They are respected as far as possible, but delays can not in any case justify the cancellation of the order or payment of penalty or compensation.

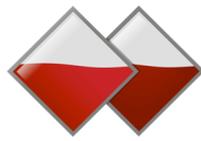
The goods are being shipped under the current transport regulation. In case of litigation, (breakage, missing bottles, damaged goods) Any anomaly (items missing, breakage, deterioration) must be clearly stated on the delivery note along with the name and quantities of the missing or deteriorated bottles and brought to the attention of the transporter by certified mail within 3 days after receipt of the goods. As soon as we have been informed of the litigation either by fax, mail, or e-mail (within 8 days maximum), we will bring in the insurance company to have you reimbursed or to replace the bottles of wine.

### REGULATIONS:

Our prices are fixed in Euros at the rates in force on the date of acceptance of the order and are exclusive of taxes and transportation costs.

Accepted unless otherwise agreed in advance and specified on the front of this document, the goods are payable at the registered office, without discount, by check, bank transfer or draft domiciled and accepted by society. In this sense is a payment not simply handing a bill of exchange or a check involving an obligation to pay, but their collection.

Any amount not paid when due will result automatically and without further notice to pay interest at a fixed delay and a half times the legal interest rate, without prejudice to any action the company law necessary recovery of the debt. Any default in payment due will result in the immediate payment of all sums due and the suspension of deliveries.



Recoveries judicial give rise to a lump sum amounting to 15% of the amount of the order, without prejudice to the interests of delays and damages.

As regards the payment of deposit to hold wines which are available for immediate delivery, or in the case of wine ordering during the "En Primeurs campaign" characterised by delayed delivery, they give rise to the payment of a deposit at the end of the booking of goods. Delivery is subject to the suspensive condition of full payment, including, in the provision of wine, unless expressly agreed between the parties taxes. If the price is not paid in full by the due date, the sale will be canceled automatically if the seller so, fifteen days after notice had no effect.

Our company then resume the free disposal of wines, and the deposit paid by the customer will be charged for damages for non-compliance with commitments made by the client at the time he confirmed his order.

#### **RETENTION OF PROPERTY:**

All goods remain our property where they are until full payment of invoices due, in accordance with Article L. 621-122 paragraph 2 of the Commercial Code relating to the subject property. This retention of title applies automatically in the event of bankruptcy or liquidation of the customer. This does not preclude, upon delivery of the goods, risk transfer of goods to the customer.

#### **RESOLUTION-JURISDICTION:**

A default by the customer on the agreed date, and 30 days after a notice unsuccessful, the sale will be automatically canceled if the seller seems good, with the right to request the return of the goods delivered by an injunction made by the Tribunal de Commerce de Marseille, which the parties expressly conferred jurisdiction to the execution hereof, even if several defendants or of third parties.