

# GENERAL TERMS AND CONDITIONS OF SALE

## **1) - GENERAL / APPLICATION & OPPOSABILITY**

1. - These Conditions of Sale are intended to define the rights and obligations of the parties in connection with the sale of goods and services offered by French cooperages in general and mainly by our company to the consumer.  
**OUR SALES ARE SUBMITTED TO THE PRESENT STIPULATIONS WHICH PREVAIL ON ALL SPECIFIC SALES CONDITIONS, unless we formally and expressly agree differently.**
2. - The present General Sales Conditions are systematically sent or given to every client before placing an order.
3. - Consequently, by placing an order the buyer implies complete compliance with these general conditions of sale.
4. - Failure or delay by the Seller in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its G.C.S.

## **2) - ORDER INTAKE**

5. - Orders are not final until confirmed through the receipt in writing by the vendor. The seller is only definitively bound by the orders taken by its representatives or employees on receipt of a written and signed confirmation of the order. Acceptance may also arise out of dispatch of the products. All intake orders are definitive. Any change or cancellation of an order requested by the purchaser will not be taken into consideration. The seller may make a partial or full reduction of the order depending on available goods in the warehouse. No returns will be accepted without our prior written consent, to our knowledge.
6. - Any order should cover a minimum amount calculated according to the current rates in effect at the time of redemption.
7. - Our Company reserves the right to accept or refuse and applied the right to make changes that he considers useful for his products at any time without having to modify the products that were previously delivered and ongoing orders. (Price List)
8. - All deterioration in the Buyer's solvency could justify the requirement of a guarantee before the orders received are executed or the payment is done before the shipping.
9. - The nature and importance of repair work is the responsibility of the repairer who is the only responsible of the work to be performed.
10. - Cask renting is covered under a specific contract.

## **3) - DELIVERIES**

11. - Depending on stock availability, our company can make full or partial deliveries.
12. - Delivery schedules are based on supply and freight availability; The delivery time indicated is never a firm commitment of our company to deliver at a fixed date and no penalty for a delay of delivery can be claimed.
13. - The following shall be considered events due to circumstances beyond one's control, releasing the seller from his obligation to deliver: war, riot, fire, accidents, flood, the impossibility of been supplied.
14. - RISK & COST - All goods, also those that are sold carriage paid, are carried at the customer's risk. Our goods are carefully controlled and packaged before shipping. It is up to the recipient to take any reserves from the carrier in case of deterioration, missing... (Art. 105 French Commerce Code). The mode of transport is our choice.
15. - If the shipment is delayed at the customer's request and after our agreement, the goods would be stored and insured at the buyer's expense and risk.
16. - RECEPTION & GARANTIES- Claims about the apparent risks or non-compliance of the product delivered to the product ordered, to be admitted, must be written down within 72 hours of receipt. The guarantee is limited to the free replacement of the offending goods.
17. - Due to the nature of our products and the requirements of their manufacture, the capacities, dimensions and weight indicated in the specifications are given only in an approximate manner and therefore cannot be subject to any claim, unless formally stipulated in writing and agreed to by both parties.
18. - All our fabrications and/or services are guaranteed for a period of SIX months, effective from the time the material is made available and subject to correct use and in accordance with normal usage. This warranty covers only our supplies which, in the event of a defect, will be repaired or replaced if necessary. Losses of liquid, on the other hand, may in any case be the subject of a claim for damages or grounds for an exchange of cask.
19. - Our warranty is strictly limited to the free supply in our workshops, of the element recognized defective and whose replacement does not have the effect of extending the warranty period of 6 months mentioned. Other fees shall be borne by the purchaser.

## **4) - QUALIFICATION OF TITLE**

20. - Our company keeps ownership of goods sold until good reception of complete payment according related invoice. Non-respect of agreed payment terms will make applicable demand for returning the goods to our company at purchaser fees. This disposition does not avoid the purchaser to be responsible for any kind of damage or risk that could result from there.

## **5) - PRICE- PAYMENT TERMS - PENALTY**

21. - PRICES ARE INDICATED NET OF RETAIL TAX, their nature and amount are those stipulated at the time of the order. Our invoices are payable in accordance with the payment methods in use. Unless otherwise stipulated, invoices are payable 30 days from the date of shipment. Bank collection fees for bills of exchange will be charged to our customers: First order must be paid in advance. If payment is arranged by bank draft, documents have to be provided to us within a period of TEN working days, if not, complete invoice will be payable immediately (art. 124 French Commerce Code). Unpaid cash payments within 8 days lose the benefit of applicable discount. Failure to pay or the delay in payment of our goods for any of the fixed deadlines will result in all remaining amounts due (Even for bank drafts) plus late interest at a rate of 1.5% per month of delay (within the limit of the legal effective rate). In addition, as a criminal clause and for modified law enforcement 92/1442 dated 31.12.92, the buyer will be entitled to a penalty for late payment calculated by application to the total amount of money due at a rate equal to 15%. The full legal and/or judicial costs are charged to the debtor.

## **6) - PACKAGING**

22. - Transport pallets are available for the buyer. They are, unless a contrary agreement, the exclusive property of our company that could get at anytime the return of depositary's fees.

## **7) - APPLICABLE LAW**

- For a full range of litigation matters, the objections related to training, the interpretation or the execution of the order and its consequences, only the court under our head office, in Saintes (France), will be responsible, ruling exclusively under French law.