



## BAVENCOFF YVAN

### CONDITIONS OF SERVICE

#### **Article 1.**

The "Domaine" is the supplier from whom the Order is placed. The "Customer" is the buyer of the products subject to the Order. Bavencoff Yvan SARL is the structure in charge of the relations between the Domaine and the Customer, which hereby fix the conditions of intervention. The "Order" is the written document that transcribes the intention to enter into a commercial transaction for Products, which nature, volumes, prices, and financial conditions are determined between the Customer and the Domaine, as well as the pre-tax amount of Bavencoff Yvan SARL's services. The "Products" are the different products marketed at any time by the Domaine. The "Invoice" is the written accounting document issued by the Domaine, mentioning in addition to the information required by the applicable regulations, the subject of the transaction and its financial conditions, as well as the price to be paid. The prices of the Products are denominated in euros ex cellar (EXW, Incoterm 2010).

#### **Article 2.**

The Order is considered accepted if it has not been subject to reservations by the Domaine within three working days of receipt. Beyond this period, the Domaine will be deemed to have tacitly accepted the Order and all the general and specific conditions attached to it.

#### **Article 3.**

As a result of the status of Bavencoff Yvan SARL: (i) Bavencoff Yvan SARL is not an employee of the Domaine, (ii) organizes its activity freely, including schedules, working methods and choice of employees and correspondents, (iii) shall be remunerated in accordance with the terms and conditions referred to in Article 1 for any Order placed between the Domaine and the Customer or any affiliated entity.

#### **Article 4.**

Financial terms of intervention of Bavencoff Yvan SARL: the pre-tax amount of Bavencoff Yvan SARL's services is indicated at the bottom of each Order.

#### **Article 5.**

Payment: The Domaine collects the payment of the customer. Bavencoff Yvan SARL sends a

monthly bill summarizing its services to the Domaine. This invoice is payable upon receipt.

#### **Article 6.**

Bavencoff Yvan SARL shall not be held responsible in case of non-payment of invoices to the Customer. Subscription by the Domaine to export credit insurance is highly recommended.

#### **Article 7.**

The Domaine shall provide Bavencoff Yvan SARL all the documents and information necessary for the Order.

#### **Article 8.**

All costs and risks related to the Order that are not supported in the sales Incoterm are the responsibility of the Domaine.

#### **Article 9.**

The Domaine warrants supplying Products free from any manufacturing or non-conforming defect to the needs of the Customer or Bavencoff Yvan SARL, as well as any defect in material or hidden defects.

#### **Article 10.**

Invoices are issued by the Domaine in accordance with applicable law and the Order.

#### **Article 11.**

The Domaine shall send to Bavencoff Yvan SARL, as soon as the removal of the goods, the invoice of the Order made with the Customer. Bavencoff Yvan SARL transfers to the Customer this invoice upon receipt subject to compliance.

#### **Article 12.**

The Domaine grants exclusivity to Bavencoff Yvan SARL concerning the marketing of its products to the Client(s) referred to in any Order and the Customer's country of distribution. Consequently, the Domaine agrees to be commercially represented by Bavencoff Yvan SARL in this area on an exclusive basis and is prohibited from marketing its Products directly or by other intermediaries.

#### **Article 13.**

The Domaine shall not directly respond to requests from the Client or the sector referred to in Article 1. The Domaine shall send to Bavencoff

Yvan SARL all correspondence, whatever its nature, emanating from this sector.

#### **Article 14.**

Bavencoff Yvan SARL is required to respect prices and conditions of sales of the Domaine, insofar as they are compatible with the present conditions.

#### **Article 15.**

Bavencoff Yvan SARL is allowed to transmit to a third party the rights and obligations binding it to the Domaine.

#### **Article 16.**

If the Domaine comes to transmit, in any form whatsoever (transfer, contribution, merger, transmission for free), its company or a part of it, under conditions affecting the existence or the execution the rights and obligations binding it to Bavencoff Yvan SARL, it shall ensure continuity by the new operator.

#### **Article 17.**

These conditions are governed by French law, and in particular by the provisions of Articles L.134 of the French Commercial Code concerning the relationship between the Domaine and Bavencoff Yvan SARL. Any dispute hereof shall be submitted to the Commercial Court of Auxerre.

#### **Article 18.**

The Domaine accepts the present conditions, which have been duly communicated to it with the Order, its acceptance being manifested by the issue of its Invoice or its pro-forma invoice corresponding to the Order.

#### **Article 19.**

For the execution of these conditions and for all necessary communications, election of domicile is made to the postal addresses, telephone numbers and e-mails mentioned in the Order. The invalidity of any of the clauses hereof shall not affect the validity of the other clauses. No tolerance or inaction emanating Bavencoff Yvan SARL can be interpreted as a waiver of his rights under these conditions.

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