



## GENERAL SALES CONDITIONS

### **Article 1. Object**

The general sales conditions described below detail the rights and obligations of La Confrérie des Domaines SARL and its client. Any service achieved by La Confrérie des Domaines implies the unreserved acceptance of the buyer to these terms and conditions of sales.

### **Article 2. Price**

The prices of the products are denominated in euros ex-cellar (EXW, Incoterm 2010). Each order is delivered with standard packaging; any modification asked by the buyer may be subject to additional costs. All our offers are within the limit of stocks available without commitment and are subject to prior sale.

### **Article 3. Terms and conditions of payment**

Our payment terms are specified on each invoice. The payment period is subject to the acceptance of coverage by our credit insurance company. This period shall not exceed, in accordance with the law, 60 days for companies located in the EU and 90 days for companies located outside the EU. Payment of orders is made

by bank transfer. Our banking details are specified on each invoice.

### **Article 4. Late payment**

In case of total or partial non-payment at the payment deadline stated between the customer and La Confrérie des Domaines, the buyer shall pay to La Confrérie des Domaines a penalty of delay equal to three times the legal interest rate.

### **Article 5. Retention of title clause**

La Confrérie des Domaines maintains ownership of the goods sold until full payment of the price, in principal and in accessories. As such, if the buyer is subject to reorganization or liquidation court, La Confrérie des Domaines reserves the right to claim, as part of the collective procedure, goods sold and remained unpaid.

### **Article 6. Delivery**

The delivery time indicated during the registration of the order is simply given on an indicative basis and is not guaranteed. Consequently, any reasonable delay in the delivery of the products shall not give the right to the

purchaser to bring about damages, interest or compensation of any kind.

The risk of transport is borne entirely by the buyer. In case of missing or damaged goods during the transport, the buyer shall make all the necessary reservations with his carrier upon receipt of the goods.

### **Article 7. Force majeure**

The responsibility of La Confrérie des Domaines shall not be implemented if the non-execution or the delay in the execution of one of its obligations described in these general conditions of sales results from a case of absolute necessity. As such, force majeure shall be defined as any external event, unforeseeable and irresistible in the sense of Article 1148 of the French Civil Code.

### **Article 8. Competent Court**

Any dispute relating to the interpretation and execution of these general conditions of sales is subject to French law. If the dispute cannot be resolved out of court, it shall be referred to the Commercial Court of Auxerre.

Auxerre, July 18, 2018