

DOMAINE DU MONT VERRIER EARL

General Sales Terms & Conditions

(sale of wine and other products)

Article 1: Company:

Domaine du Mont Verrier is a limited liability agricultural company with a registered capital of €88,580 whose registered address is 434, route de Plantigny, SAINT JULIEN (69640), France.

The company, whose legal representative Mr. Gérard LEGRAND, is registered on the "Registre du Commerce et des Sociétés" in Villefranche Tarare, under the number: 800.436.701

SIREN: 800 436 70100018

E.U. VAT N°: FR 37800436701

Director of Publication: Gérard LEGRAND.

Site hosted by: OVH - 2 RUE KELLERMANN 59100 ROUBAIX ([France](#))

Customer Service contact details:

Email: contact@domainemontverrier.com

Telephone: (33) 4.74.67.42.84

Article 2: Application of the general terms and conditions of sale:

These general terms and conditions apply to all purchases made from Domaine du Mont Verrier, whether at the Domaine itself or via its online shop available on the www.domainemontverrier.com website, by phone or email. To see the terms and conditions relating to his order, the customer is invited to click on the "Terms of Sale" link appearing on the website.

By making a purchase and/or placing an order, the customer fully accepts these terms and conditions of sale. Unless there is a separate written agreement between the two parties setting out alternative conditions, these terms and conditions of sale automatically apply to the contractual relationship between the customer and Domaine du Mont Verrier.

The offers presented by Domaine du Mont Verrier are for its private clientele and legal entities such as companies, groups and wine stores under certain conditions.

Before confirming his order, the customer confirms he has accepted and shall fully abide by these general terms and conditions of sale.

Article 3: Ordering method:

All orders are placed at the Domaine itself or through the www.domainemontverrier.com website.

In the latter case, the customer fills his online shopping basket by selecting the products he wants to purchase. Once these have been selected, the customer validates his shopping basket and his preferred payment method.

The order becomes final once the general terms and conditions of sale have been accepted and full payment has been received for the goods.

On its side, to confirm the order, Domaine du Mont Verrier has the right to require proof of identity and domicile from the customer (company registration certificate, E.U. VAT number, etc. for companies). In the event of refusal by the customer or the non-compliance of the documents, Domaine du Mont Verrier may decline and cancel the order. If the customer does not wish to undergo this verification, the order may be cancelled.

Domaine du Mont Verrier also has the right to cancel certain orders if it considers that the latter shows any anomalies or irregularities (doubts over the identity of the customer, identity theft, creation of false accounts, etc...).

An invoice is issued by Domaine du Mont Verrier and is available in the "my account" section of the Domaine du Mont Verrier website. At the customer's request, an invoice can be sent to him by email or by post to his billing address. Order confirmations are sent by email.

In accordance with the terms of Law N° 80 336 of 1 May, 1980 relating to the retention of title, the goods remain the property of Domaine du Mont Verrier until full payment of the invoices has been received.

The customer becomes the owner and responsible for the items upon delivery and this transfer of title also confers the transfer of risk.

Article 4: Payment methods and prices:

A- Payment methods:

Payment for the goods may be made by cheque, bank transfer or bank card.

Bank cards:

CB, VISA, EUROCARD or MASTERCARD cards are accepted.

Cheques:

Cheques in Euros only and domiciled in France only, made out to "Domaine du Mont Verrier" and sent to our head office: 434 Route de Plantigny, 69640 SAINT JULIEN, France.

Due to non-payment incidents, Domaine du Mont Verrier may request additional information from the customer before accepting payments by cheque or may make the acceptance of these payments subject to certain conditions, unless these payments are refused.

Bank transfer:

Bank transfer order to the following account: Bank: CRCA CENTER EST, registered address: LYON PATRIMOINE bank account details: Bank code: 17806 | Branch code: 00925 | Account number: 04103304623 | Key: 92 | BIC/SWIFT code: AGRIFRPP 878 | IBAN: FR76 1780 6009 2504 1033 0462 392

B- Price:

For France, the prices are stated in Euros (€) and are inclusive of all taxes (French VAT and all other applicable taxes). For other E.U. countries, the prices differ according to the country of delivery of the goods and are inclusive of local taxation and other taxes (excise duties).

The price indicated on the product tech sheets is shown exclusive of shipping costs. For the same product, the price may vary depending on the quantities ordered. The shipping costs vary according to the country of delivery and the delivery method selected by the customer.

Article 5: Delivery:

Upon receipt of payment of the order, Domaine du Mont Verrier initiates the transport and delivery process. Delivery of the items ordered is carried out to the address provided by the customer. The customer is responsible for the accuracy of the delivery information he has provided. Domaine du Mont Verrier cannot be held liable for any errors or lack of information leading to a delivery error or non-delivery of the goods. In the event of the goods having to be returned due to an incomplete address, the customer shall have the option of either modifying his address details and having the goods re-dispatched to him bearing the cost of this re-delivery or to be reimbursed the value of the order minus the initial shipping costs.

The customer is responsible for checking the contents of the package immediately upon receipt and to communicate any issues as follows: on the delivery slip provided by the carrier or by immediately calling the carrier's customer service department, in the presence of the person making the delivery. And, in all cases, by informing Domaine du Mont Verrier by RECOMMENDED POST sent to its correspondence address within 2 days of receipt of the package AND by email to: contact@domainemontverrier.com

Domaine du Mont Verrier undertakes to make every effort to deliver the products ordered as soon as possible. Delivery times vary depending on the product, the delivery method chosen and the

country to which the goods are being shipped. If the products show different delivery times on the order, the longest delivery time shall apply to the entire order.

Article 6: Stock and out of stock:

In the event that it runs out of stock of a product ordered, Domaine du Mont Verrier undertakes to inform the customer as soon as possible and shall offer the customer a number of options:

- The replacement of the out of stock product by the same product of the following vintage, or a product of equivalent or superior quality under the same price conditions.
- The refund of the unavailable product(s) or the totality of the order.

Should the product be out of stock temporarily, the customer shall be offered the option of waiting until the product is back in stock, with an indication of the date. The customer shall have the opportunity either to wait to receive the entire order or to request a partial or full cancellation of the order.

Article 7: Right of withdrawal:

A. Conditions

The customer has the right to withdraw when making a purchase by mail order or online, without giving any reason, within fourteen days.

The withdrawal period expires fourteen days after the day the customer or a third party other than the carrier and designated by the customer, physically takes possession of the goods.

To exercise this right of withdrawal, the customer must notify us of his decision to withdraw by means of a clearly worded statement (for example, a letter forwarded by post or email) within the aforementioned period.

B. Withdrawal process

In the event of withdrawal from the contract by the customer, all the payments received from him, including delivery charges (with the exception of additional costs resulting from the fact that he may have chosen a delivery method other than the lowest-cost delivery option) shall be refunded no later than fourteen days from the date when the Domaine du Mont Verrier was informed by the customer of his decision to withdraw from the contract.

Domaine du Mont Verrier shall refund the customer, using the same payment method as the one used for the initial transaction here possible and unless it is expressly agreed otherwise, and the fees for this transaction shall not be charged to the customer. Domaine du Mont Verrier may defer the refund until it has received the product or until proof of shipment of the goods has been provided, the accepted date being the first of these events.

In the event that some of the wines and products delivered have been opened or consumed, Domaine du Mont Verrier shall be entitled to deduct these from the refund due.

Article 8: Protection of minors:

The provisions of the Public Health Code concerning the sale of alcohol to minors were amended in Article 93 of the French "Hospital, Patients, Health and Territory Act" of 21 July 2009. The sale of alcohol is prohibited to persons under 18 years of age.

When registering on the website, the customer must confirm that he is of legal drinking age. In addition, during the validation of an order and before its payment, the customer must reconfirm that he is of legal drinking age by accepting these terms and conditions of sale.

Article 9: Data protection:

The www.domainemontverrier.com website has been declared to the CNIL. In accordance with the Law N° 78-17 of 6 January 1978 relative to the processing of personal data, you have a right of access, rectification and deletion of your personal data being stored and processed by Domaine du Mont Verrier. You can exercise this right at any time by sending an email to: contact@domainemontverrier.com or by post.

To meet the needs of customers and ensure an optimal remote service, Domaine du Mont Verrier is required to store certain personal data (name, first name, address). This information is intended exclusively for the use of Domaine du Mont Verrier.

Articles 10: Visuals:

The photos and illustrations used on the website are non-binding. The images and photographs are the exclusive property of Domaine du Mont Verrier and are not royalty-free.

Article 11: Disputes:

Should the Customer have any problems or complaints, he is invited to contact Domaine du Mont Verrier either through the "contact" section of the website or by email or post to Domaine du Mont Verrier, 434 Route Plantigny, 69640 SAINT JULIEN, France. If, in spite of a first attempt to resolve the complaint, a disagreement remains regarding the validity, interpretation, performance or non-performance, interruption or termination of this contract, this may be taken up with French consumer mediation bodies. In accordance with the provisions of Article L.612-1 of the French Consumer Code, every consumer has the right to the free assistance (excluding costs involved in hiring legal counsel) of a consumer ombudsman in order to reach an amicable resolution of any dispute with a vendor, within 12 months after the original written complaint was sent to the vendor. To this end, the consumer is advised to consult the www.mediation-conso.fr website, or for cross-border disputes, the European Consumer Centre in France: www.europe-consommateurs.eu.

Article 12: Jurisdiction:

These general terms and conditions of sale are subject to French law and any disputes or disagreements arising from the interpretation or performance of this contract shall be the exclusive jurisdiction of the French courts and the Courts in VILLEFRANCHE SUR SAONE, France.

In the event of any inconsistency between the original French version of this document and its English translation, the French version shall prevail.