



**GENERAL SALES CONDITIONS  
SCEA LE BOUSQUET  
33330 ST CHRISTOPHE DES BARDES**

**Article 1 - Preamble**

The present General Terms and Conditions of Sale (hereinafter referred to as the "GSC") apply in their entirety, consisting of both the present preamble and the clauses that follow it and are concluded between, on the one hand:

SCEA LE BOUSQUET (Société Civile d'Exploitation Agricole)

Registered with the RCS of Bordeaux under the number 480 052 141

Whose head office is located at Château La Grangère - 3 Tauzinat EST - 33330 ST CHRISTOPHE DES BARDES - France - Tel: +33(0)5 57 74 43 07 Email: [info@scealebousquet.com](mailto:info@scealebousquet.com)  
(Hereinafter referred to as "the SELLER")

And, on the other hand, the Customer (hereinafter "the CUSTOMER")

Designating the person proceeding to the purchase of wines presented for sale or of any other product marketed by the seller (hereinafter "the PRODUCT").

The GSC and the price list are systematically sent or submitted to each customer to enable him/her to place an order and are deemed to be accepted in full by him/her upon placing the order. No general condition of purchase can, except express and written acceptance of the SELLER, prevail against the present CSC. Any contrary condition posed by the purchaser will thus be unopposable to the seller. No tolerance by the seller of any nature, importance or duration whatsoever, may be interpreted as a waiver of the right to subsequently invoke any of the GSC.

Any purchase of a Product implies the Customer's unreserved acceptance of and full and complete adherence to these general conditions.

The Customer refers here to a consumer, a non-professional or a professional. Nevertheless, it is reminded that only the consumer or the non-professional has specific rights detailed in the Consumer Code.

On the contrary, when the Products as defined below are acquired on a professional basis, the Customer acknowledges that these rights will not apply to him.

The present general conditions apply to the exclusion of all other particular conditions, and in particular those applicable to sales on the Internet or by means of other distribution and marketing channels.

The sale shall be deemed concluded on the date the Customer signs the Order (as defined in Article 2 of the General Terms and Conditions) for the Products.

The present general terms and conditions of sale are communicated to any professional Customer who requests them, in order to enable him/her to place an order with the Seller.



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The Customer declares that he/she has read and accepted these terms and conditions before placing an Order for Products.

In accordance with the provisions of Article L441-6 of the French Commercial Code, these general terms and conditions shall constitute the sole basis for commercial negotiations, shall the Customer be a professional. They shall prevail over all general terms and conditions of purchase and all other documents issued by the Customer, regardless of their terms.

Any other document than the present general terms and conditions and in particular catalogs, prospectuses, advertisements, notices, has only an informative and indicative value, not contractual.

The Seller reserves the right to depart from certain clauses of these terms and conditions, depending on the negotiations conducted with the Customer, by establishing special terms of sale signed by both parties.

The Seller may, in addition, establish categorical general conditions of sale, derogating from the present general conditions, depending on the type of clientele considered, according to criteria that shall remain objective. Operators meeting these criteria will then have these categorical general sales conditions applied.

## **Article 2 - Order**

Any order must be the subject of a written document. Thus, the order placed verbally by the buyer must be confirmed by the buyer in writing and include all the information required to enable the seller to analyze the said order.

Any order placed by Buyer shall be valid only upon confirmation by Seller in writing of the terms of the order as accepted by Seller.

In the event of any modification of the confirmed order (designation, quantity ordered, other), the conditions previously agreed upon cannot be renewed without prior agreement.

The seller is at liberty to decide not to follow up on orders placed. No renunciation to conclude on behalf of the seller is constitutive of fault and cannot generate to the profit of the purchaser of right to compensation.

The benefit of the order is personal to the buyer and cannot be transferred without the prior written agreement of the seller.

Except in cases of force majeure, no order may be cancelled in whole or in part or more generally modified, by the professional purchaser during the processing of the said order by the seller, unless the seller has given its written agreement in this regard.

## **Article 3 - Withdrawal**

The consumer or non-professional Customer has a period of 14 calendar days from the date of receipt of the product by himself or by a third party he has designated; or from the date of receipt of the last product if the order contained several products not delivered simultaneously; to exercise his right of withdrawal, in accordance with Article L221-18 of the Consumer Code.



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The consumer or non-professional Customer may exercise this right by sending an email clearly expressing his desire to withdraw to the following email address: [info@scealebousquet.com](mailto:info@scealebousquet.com)

The Seller shall acknowledge receipt of the exercise of the right of withdrawal by sending an email to the address indicated by the said Customer.

This right of withdrawal is exercised without penalty, with the exception of the return costs which are the exclusive responsibility of the consumer or non-professional Customer.

The Product must be returned in its original packaging, with the original protections provided and containing all accessories supplied with the Product so that it can be offered for sale as a new product, within a maximum of 14 days from the date of communication of the decision to cancel to SCEA LE BOUSQUET - Château La Grangère - 3 Tauzinat EST - 33330 - ST CHRISTOPHE DES BARDES - France

Only Products returned in their entirety (including accessories, plastic packaging, labels and original cardboard packaging) accompanied by the return slip will be accepted.

A sample may be taken by the Vendor's oenologist to ensure the conformity of the returned products.

The Seller advises the Customer to store the bottles of wine away from light and heat. On the other hand, the transport packaging may be changed if it is not essential to the packaging and therefore to the resale.

Any Product that has been used damaged or that is no longer suitable for resale will not be refunded.

The Seller undertakes to refund the amount of the Order for the Products concerned - the standard amount of the delivery costs will be refunded - by the same means of payment used for the initial transaction, unless the Customer expressly specifies otherwise. The refund is scheduled upon receipt of the Product in perfect condition for resale as specified above, at the address indicated by the seller.

#### **Article 4 - Delivery**

Unless otherwise formally accepted by the Seller, sales are made ex Chai (EX CELLAR) of the Seller located at Château La Grangère - 3 Tauzinat EST - 33330 ST CHRISTOPHE DES BARDES - France or any other place designated for this purpose by the Seller. They are governed by the Incoterm (2020 edition) EXW elaborated by the International Chamber of Commerce of Paris.

Delivery shall be deemed to have been made when the wines ordered by the Vendor are actually made available to the Customer or to the carrier designated for this purpose by the Customer - at the place, on the date and under the conditions previously indicated for this purpose by the Vendor to the Customer. It is specified in this respect that the loading of the wines and, more generally, any handling of the wines carried out after the wines have been made available as defined in these General Terms and Conditions of Sale are at the buyer's expense and risk. Furthermore, it is reminded that the products travel, under all circumstances, at the customer's risk.

The seller will endeavor to respect the delivery time specified for the order.

The above-mentioned delivery time is however given as an indication, any exceeding of the aforementioned time not being able to give place consequently to the profit of the customer to damages, allowances, deductions, or cancellation of order. These deadlines are subject to the timely receipt by the seller of all information to be provided by the customer.



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If the delivery could not be carried out because of errors, of gaps, of absence of update of the coordinates of delivery or absence of confirmation of this one by the Purchaser, the expenses of new delivery would remain with its load. On the other hand, if the delivery could not take place because of a failure of the Seller, it would be renewed, as soon as possible, at the expense of the latter.

#### Force majeure:

It is recalled that force majeure or unforeseen event shall, at the discretion of the seller, temporarily or permanently release from any delivery commitment, without compensation to the customer.

Such a situation includes any event or cause beyond the control of the seller that hinders and/or stops the seller's supplies and/or deliveries or those of its suppliers, service providers and/or subcontractors, and prevents the seller in good faith from delivering the wines and products that are the subject of the order. It is the responsibility of the later to make any necessary claims against the carrier in the event of damage or shortage.

The Vendor's responsibility is discharged when the goods are handed over to the carrier.

In the event that a customer refuses to take delivery of the goods on the date provided for in the order, the goods shall be invoiced immediately and storage charges at the rate of 1% per month of delay shall be applied as of right.

The customer is furthermore solely responsible for all risks incurred by the goods.

#### **Article 5 - Financial conditions**

The wines ordered are sold at the price in effect at the time the order is confirmed by the seller.

The seller's prices are expressed ex the seller's winery, excluding taxes (VAT in force in addition to the customer's charge), excluding transport and delivery costs and in euros (€).

The VAT and any taxes and additional costs will be those in force at the time of delivery, and claimed, in addition to other costs, at the time of the final invoice.

Consequently, all taxes, duties or other sums to be paid in connection with the sale of the wines, their importation and marketing, in particular in application of the National regulations of the seller and the customer or of a country of transit, and more generally of any regulation called upon to know about this situation, shall be borne by the customer.

The usual delivery format of the wines is the 75 cl bottle.

#### **5.1 Terms of payment:**

If the Customer is a professional:

- Unless additional time for payment is expressly granted by the Seller to the Customer, payment of the invoice is due within 60 days from the date of actual pick-up of the goods. Payment shall be made by bank transfer to the order of SCEA LE BOUSQUET,
- No discount is granted to the Customer for cash payment or payment within a period less than that stated in these general sales conditions,
- Payments made by the Customer shall not be considered final until the Seller has actually collected the sums due.





If the Customer is a consumer or a non-professional:

- Unless other terms are expressly provided for in any special conditions between the Customer and the Seller, payment of the price shall be made in cash when the order is placed.

## **5.2 Delay or default of payment:**

If the Customer is a professional:

- In case of late payment, penalties will be payable without the need for a reminder in accordance with the law. These penalties amount to three times the legal rate in force in addition to the legal fixed compensation for collection costs of 40€.
- In addition, any delay in payment shall automatically lead, if the Seller sees fit, to the suspension of the execution of Orders in progress, the cancellation of all credit notes, discounts or rebates (exclusive of tax) acquired on invoices issued or to be issued, as well as the immediate payment of the totality of all of the Seller's debts.
- In the event of non-payment, fifteen (15) calendar days after the first unsuccessful notice of default has been served, Seller may cancel any unpaid Orders in progress, whether or not payment is due. In such a case, the Vendor shall retain any payments on account without prejudice to any other damages and/or costs incurred.
- The Customer shall refrain from using any claim against the Seller to defer payment of an invoice in whole or in part. The Seller reserves the right at any time to set or reduce the Customer's outstanding balance and to adjust its payment terms.
- In the event of non-payment, and in addition to the above-mentioned fixed legal indemnity, the Customer shall bear all costs incurred by the non-payment on the due date, including the fees of legal officers and court officials.

## **Article 6 - Responsibilities**

The seller guarantees to supply wines that comply with the regulations in force and the characteristics announced by the seller for each wine in question. Thus, the seller guarantees to the buyer that the wines ordered will be of fair and merchantable quality.

This guarantee is given in relation to French regulations pertaining to products intended for human consumption. The provisions of the Consumer Code apply only to buyers acting as consumers.

The non-consumer buyer is solely responsible for ensuring that the characteristics, components and, more generally, elements relating to the nature and qualities of the wines ordered comply with the standards applicable in the territory where the wines ordered are marketed, and shall be solely responsible in this regard. In the event of non-conformity of the wines and insofar as it has been definitively recognized that this is the sole responsibility of the seller, the seller's liability is strictly limited - at its discretion - to the obligation:

- To replace the non-conforming wines with any identical or similar products;



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- Or to refund the price paid by the buyer to the seller for the non-conforming products.

It is reminded in particular for all practical purposes, that:

- The wines, which are the subject of the order, are subject to an inspection by the seller prior to their departure from the seller's winery, and any order is therefore presumed to be compliant,
- It is the responsibility of the buyer to take all measures - particularly concerning storage - to ensure that the integrity of the products ordered is maintained at all times.
- The responsibility of the seller cannot be engaged because of damage or damage, whatever their nature, resulting from a case of force majeure as defined in Article 4 (paragraph Force Majeure).

### **Article 7 - Reservation of ownership**

The wines whose sale is governed by the GSC are sold with a clause expressly subordinating the transfer of their ownership to the full payment of the price in principal and accessories. However, the Customer is required to take out insurance covering the risks relating to the wines delivered as soon as they leave the seller's winery.

In the event of resale by the customer before full payment, any goods identical to those delivered and resold that are still in the customer's possession may be repossessed in accordance with the seller's pricing conditions in effect at the time the repossession right is exercised.

In the event of seizure or intervention of a third party on the goods, the customer will have imperatively to inform the salesman of it without delay, in order to allow him to oppose it and to preserve its rights. The purchaser is also prohibited from pledging or transferring as security the property of the seller's wines.

The aforementioned stipulations will be likely to come into play as soon as a due date is unpaid.

In the event that the customer is the subject of safeguard, recovery or liquidation proceedings, it undertakes to inform the Vendor of this situation by registered letter with acknowledgement of receipt within fifteen days of the pronouncement of the judgement establishing the opening of the proceedings, so that the Vendor may claim the goods which are included in the customer's assets.

The Seller retains ownership of the Products sold until the effective payment of the full price in principal and accessories. Failure to pay, even partially, may result in the Products being reclaimed.

### **Article 8 - Resolution**

In the event of non-payment by the Customer on the agreed due date, and one month after an unsuccessful formal notice, the sale shall be cancelled by operation of law if the Vendor sees fit, with the return of any advance payments made by the Customer less administration costs of 20% of the amount already paid exclusive of tax, and the possibility for the Vendor to request in summary proceedings the return of the products already delivered, if applicable, without prejudice to any other damages and interest.



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Similarly, in the event that the Customer does not collect the goods within three (3) months following the agreed date of availability, the CUSTOMER will be charged storage costs of €0.15 (Euro) per bottle per month, starting from the fourth month following the agreed date of availability.  
Beyond a period of six (6) months following this date, the sale may be cancelled as of right.

### **Article 9 - Miscellaneous provisions**

Legal Information under-age children:

Article L3342-1 of the public health code prohibits the sale of alcohol to minors.

Any person ordering wine from the Vendor undertakes to be at least eighteen years old on the date of the order. The responsibility of the seller will not, under any circumstances, be sought if the customer turns out to be a minor.

Alcohol abuse: Alcohol abuse is dangerous for your health. It must therefore be consumed in moderation. The seller reserves the right to modify the present general conditions in case of technical modifications or legal evolutions that could affect them.

Any such changes shall not apply to orders in progress.

The fact that the seller does not avail itself at any time of a prerogative recognized by the GTC shall not be interpreted as a waiver by the latter to avail itself later of the corresponding prerogative.

The present GSC are written in French. In the event that they are translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

If any of the clauses of the present general terms and conditions should prove to be null and void for any reason whatsoever, only the clause in question shall be deemed unwritten, the other conditions remaining valid and enforceable in all their effects.

### **Article 10 - Personal data - RGPD**

All the personal data processing implemented respects the local regulations applicable to the protection of personal data and in particular the provisions of the French law "Informatique et Libertés" of January 6, 1978 as amended and the General Regulation on Data Protection (EU Regulation 2016/679) or "RGPD". The privacy policy is available on the website of the seller or on request from his company.

### **Article 11 - Dispute resolution**

The fact of not exercising, at any time, a prerogative recognized by the present GSC; or of not requiring the execution of any stipulation of the aforementioned conditions will not be able to in no case to be interpreted like an express or tacit renunciation with the right to exercise the aforementioned prerogative in the future, or with the right to require the scrupulous execution of the engagements subscribed to the present.

If any provision of these TGSC is held invalid by any court, tribunal or authority, such determination shall not affect the validity of the remaining provisions of these GSC.

The only law applicable to these GSC shall be French law, excluding the provisions of the Vienna Convention on the International Sale of Goods.



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Château  
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These GSC are written in French and in the event that they are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

Any dispute to which the present GSC and the contracts concluded in their application could give rise, concerning in particular their interpretation, their validity, their execution or their cancellation, as well as more generally for any dispute and action relating directly or indirectly to the commercial relations existing or having existed between the parties, to their execution, to the methods or the consequences of their cessation or their rupture will have to give place, initially, to an attempt at amicable resolution between the parties

In the event that no resolution is found within ninety (90) days, the Parties shall bring their action before the competent court of Bordeaux, to which jurisdiction is expressly granted, even in the event of summary proceedings and/or a warranty claim.

The present general conditions of sale are subject to French law.



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