



GENERAL TERMS AND CONDITIONS OF SALE

1 - GENERALITIES

Any order placed with *Wines Export Agency* implies unconditional acceptance of the following terms and conditions that prevail over any terms and conditions of purchase or any document emanating from the customer. The information, norms and characteristics featured in the documents of *Wines Export Agency* (catalogues, notes, sheets, brochures...) are provided on a purely information basis. The products listed there are subject to change or delete without notice. *Wines Export Agency* reserves the right to modify its products as deemed appropriate, even after the orders acceptance, without, however, the principal characteristics and performances being affected.

2 - ORDERS:

The orders addressed to *Wines Export Agency* directly by our clients or transmitted by our co-workers, bind suppliers only when they were confirmed by a written document (fax, mail). It remains our policy to require a minimum order of 500€ or 20 cases by purchased wine, for our winegrowers.

3 - PRICING:

The prices are quoted in Euros (€), exclusive France VAT, depending on availability and excluding variations. Orders departure is from metropolitan France only. Qualitative or quantitative rebates and commercial partnerships are stated exclusive of duties and taxes for each of our products. Unless sold and without incurring any liability, excepting misprints and readout errors. Prices may vary according to country of delivery in order to bear different administrative expenses. The price featured in product sheet is indicated excluding transport costs. The delivery fees are to be paid depending on the destination country and the quantities of bottles ordered. The company *Wines Export Agency* reserves the right to change its prices at any time.

4 - SERVICE PROVISION:

Any services provided by one or several suppliers of *Wines Export Agency* will lead to the invoicing of the actual cost. The services provided by *Wines Export Agency* to one or several suppliers will be considered as qualitative price reduction.

5 - SAMPLES:

Any samples will be invoiced and refunded with the first order.

6 - DELIVERY:

For the orders intended for metropolitan France, delivery occurs when the goods have been unloaded at the place specified by the client. For the orders intended for French Overseas Departments and Territories or abroad, delivery occurs from the pick-up date of products at *Wines Export Agency*. Delivery deadlines are provided as an estimate. Their non-compliance does not lead to the cancellation of the order or payment of damages and interest. Regardless of shipment method, our goods are always transported at recipient's risk and peril. The recipient must check the number and the condition of parcels, prior to taking delivery, and if necessary, all issues must be raised with the shipping company by registered letter within 3 days and confirmed with each supplier.

7 - COMPLIANCE-RECEPTION:

The condition, the compliance, the absence of defects and the quality of products must be verified by the client at his/her own expense and risk at the time of delivery. Any claims related to missing or damaged parts must be notified by registered letter with acknowledgement of receipt to *Wines Export Agency* and to the transporter with the documents provided by the company within 3 days after the delivery of products. The client is responsible for the damage suffered by *Wines Export Agency* in the case of non-compliance with this procedure. If these conditions are not met, the products delivered will be considered as conforming and *Wines Export Agency* shall not be held liable.

8 - RETURNS:

No returns shall be accepted without *Wines Export Agency's* written agreement. The products must be returned in perfect condition in their original packaging and must not be disassembled or/and changed. Returns will give rise to a credit note on a later purchase, once the perfect condition of returned products has been verified.

9 - PAYMENT:

Unless otherwise stated, the products are payable following date of invoice. No discount will be granted for early payment. The total price of the order is due before delivery in case of insolvency of client and/or for each initial order. The invoices are payable in Euros (€) directly at *each winegrowers* registered in our office.

The client waives his right to set-off with respect of all claims against *Wines Export Agency*. Any delay of payment shall lead ipso jure to a penalty calculated by applying, to the total amounts remaining due, an interest rate equal to 3 times the legal interest rate. In case of late payment, the client has also to pay a lump sum of 40 Euros (€) as compensation for recovery costs.

The penalties are calculated based on pre-tax amounts due, but give rise to payment of France VAT.

France Headquater : Wines Export Agency: 26 avenue Gustave Eiffel – 33701 Merignac– France

Siret : 482 958 402 00091 – APE 7320Z

US Office : Wines export Agency, Inc.

135 West 50th Street – 12 & 13 floor – New York – NY 10020 - USA

Email : contact@winesexportagency.com - Site : www.winesexportagency.com





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In case of default of payment of one single invoice on the due date, *Wines Export Agency* reserves the right, without preliminary notice, to modify the status of possibly agreed ongoing order and/or cancel suspend or cancel current delivery.

10 – RESERVATION OF OWNERSHIP:

Each winegrowers registered in Wines Export Agency retains the property rights to all sold items until payment has been received in full, which signifies the actual payment on their accounts sales related fees and possible interests. In the case of even partial non-payment of an invoice on the due date, the sale will be cancelled as of right, if *Wines Export Agency* deems fit. The client shall then return all products to *each winegrowers* at his/her own expense and risk. *Each winegrowers* will hold possible prepayments as an advance on damages, without prejudice to complementary compensation.

11 – INCOTERMS:®

The interpretation of commercial clauses shall be governed by the latest valid version of INCOTERMS® at the time of the signature of the contract.

12 – DELIVERY DEADLINE:

The delivery deadlines planned in our order confirmations are provided for indicative purposes only, and the possible delays do not give the right to the client to refuse the goods or to claim damages or interest.

13 - FORCE MAJEUR:

Wines Export Agency can't be held responsible for non-performance of its contractual obligations due to force majeure. Force majeure is understood to mean any event beyond *Wines Export Agency's* control, such as strikes, work disruptions or other means of civil unrest, failed deliveries by suppliers, products' unavailability or inventory shortage, failure to provide administrative authorization, particularly for resale and export, unavailability of means of transport.

14 - COMPLAINTS:

In order to be admissible, complaints must be done within 3 days following the date of receipt and allow precise identification of the incident and product (marking, date). A copy of delivery note must be attached, as well as a copy of carrier's note. Defective products must be returned to us.

15 - REPRODUCTION:

Reproduction of this material in whole or in part without permission from *Wines export Agency* is prohibited.

16 - JURISDICTION:

All disputes in connection with these terms and conditions and the contracts formed under them, shall be wholly within the jurisdiction of the Commercial Court of BORDEAUX (France) that will decide under Belgium law, even in the case of summary judgements, introduction of third parties or multiple defendants.

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