

ARTICLE 1: SUBJECT - SCOPE

1.1. These general conditions of sale apply to all sales concluded at a distance or in Saint-Emilion at the company *Tant Qu'il Y Aura Des Vins...* (Hereinafter referred to as "the Seller") with a private client (hereinafter referred to as "the Client")

1.2. The offer proposed by the Seller is exclusively intended:

- to individuals and/or non-industry professionals. Therefore, traders, importers, resellers retailers or wholesalers are notably excluded.
- aged 18 years or over and having the capacity to be employed.

It is hereby recalled that the sale of alcohol to minors is strictly prohibited and criminally sanctioned under the provisions of article L.3353-3 of the Public Health Code

- and on the territory of France (including Corsica), the DOM-TOM and the countries of the European Union and outside the European Union.

ARTICLE 2: ACCEPTANCE OF THE GENERAL CONDITIONS

The fact that the Client places an order in a store or remotely implies adherence of the customer to the present general conditions of sale. This adhesion manifests itself when the order is placed (see below).

ARTICLE 3: TAKE EFFECT

These general conditions of sale take effect on the date of January 1, 2025.

ARTICLE 4: PRODUCT CHARACTERISTICS

The Client acknowledges having been informed of the specific nature of the ordered products, which consist exclusively of deliverable wines. For the purposes of this Agreement, "deliverable wines" are wines that have been vinified and placed in reserve pending delivery.

In this respect, the Customer is reminded that the ordered products are, by their nature, subject to variations in organoleptic characteristics, for which the Seller cannot provide any guarantee, (without prejudice to the statutory warranties referred to below).

It is further specified that the sales concluded are neither tasting sales nor sales subject to prior approval, and therefore the Client does not have the opportunity to taste the wine prior to the conclusion of the sale.

The Customer is thus informed that orders placed in-store or remotely constitute firm and final orders which may however be cancelled only in legal cases and, in particular, in case of product unavailability, force majeure or the right to exercise withdrawal as specified below.

ARTICLE 5: ORDER PROCEDURE

5.1. The ordering procedure includes the following steps:

a. Product selection

The Customer selects the products and quantities they wish to order with or without the help from an advisor, in store or remotely.

b. Client Identification

The Client fills in the contact form by indicating their last name, first name, email address, billing address and delivery address as well as their phone number.

It is the Client's responsibility to provide accurate and complete information and to ensure they remain properly implemented following any future modifications.

c. Selection of transportation method and payment option

The Client selects the mode of transport of the products and the payment method they wish. The Company *Tant Qu'il Aura Des Vins* reserves the right to select the carrier of its choice depending on the services, destinations and quantities...

d. Order summary

A summary of the order is then submitted to the Customer. The Customer then has the option to modify their order in whole or in part by informing the Seller and this before the order is shipped or the client has left the boutique with the wines.

In this case, a new order summary is submitted to the Customer.

e. Acceptance of the general conditions of sale

Before validating the order, the Customer can consult the general conditions of sale on request or by scanning the QR code at the bottom of the document. As a result of this action, the Client declares and acknowledges having perfect knowledge of these general conditions of sale and accepts said conditions.

f. Order validation

After acceptance of the general conditions of sale, the Client definitively validates – the content and the amount of the order.

5.2. The order validated by the Client becomes effective upon the confirmation email sent by the Seller, which acknowledges receipt and registration of the order.

5.3. It is specified that the Seller reserves the right not to proceed with the order placed by the Client:

In the event of orders which, by their content or frequency, exceed the reasonable needs of a non-professional customer, or more generally in the event of an abnormal or bad faith request from the Client.

In the event that the banking institution responsible for processing the payment informs the Seller that the Client's chosen method of payment cannot be processed.

And more generally in the case of a legitimate reason as provided for by Article L-122- 1 of the Consumer Code.

In this case, the Seller will inform the Customer by email.

ARTICLE 6: UNAVAILABILITY OF PRODUCTS

It is hereby reminded that the products offered and sold in-store and remotely are exclusively deliverable wines.

In the event that the Seller cannot– subject to availability – satisfy all the orders placed by the Customers, the orders will be processed in chronological order according to their validation date.

In case of unavailability of a product after the order has been confirmed by the Customer, the Seller will inform the Client by email as soon as they themselves becomes aware of the supplier's unavailability.

In this case, the Seller will reimburse the Client as soon as possible from the date of payment and within a period of 30 days, at the latest. Upon proposal by the Seller, the Client may opt for the supply of a product of equivalent quality and price or the awarding of a voucher. The return costs for the quality product and equivalent prices following the exercise of the right to retraction is the responsibility of the Seller.

ARTICLE 7: RIGHT OF WITHDRAWAL.

In accordance with the provisions of article L121-20 of the Consumer Code, the customer has a right of withdrawal allowing him to cancel his order.

This right may be exercised – without having to provide an explanation or pay penalties – within a 7-day period from receipt of the ordered products.

When the 7-day period expires on a Saturday, a Sunday or a public holiday or non-working day, it is extended until the ensuing business day.

In accordance with the provisions of Article L 121-20-2 of the Consumer Code, please be advised that the right of withdrawal cannot be exercised in the case of supply of goods made according to the consumer's specifications or clearly personalised or which, due to their nature, cannot be returned or are likely to deteriorate or expire quickly.

Moreover, the right of withdrawal cannot be exercised if the returned product is unsuitable for commerce. To exercise their right of withdrawal, the Customer must return the product(s) to the Seller. Within the aforementioned period and request reimbursement.

If the right of withdrawal is exercised, the Seller will reimburse the Client as soon as possible and no later than 30 days following the date on which this right was exercised. Beyond that, the sum due will automatically earn interest at the legal rate in force.

The Seller will reimburse all the amounts paid by the Client (and in particular the costs of initial shipping) with the exception of return costs which will be borne by the Client. This refund is made by any means. On the proposal of the Seller, the Client may opt for another method of reimbursement.

ARTICLE 8: PRICE / PAYMENT.

8.1. Product prices

The prices displayed in the shop or on the price list are indicated in euros (€), all taxes included (including VAT) and excluding delivery costs (see below). The prices and terms of sale applicable to the order are those in effect on the date the Client validates the order. In accordance with applicable tax regulations, the taxes applied to the order—particularly VAT—will be those in force on the date of delivery. However, this will not affect the total amount inclusive of tax payable by the Client.

8.2. Delivery costs

Costs related to the delivery of ordered products are indicated by the Seller and specified prior to the placing of the order. They are determined based on the destination, on the quantity or volume of the order, and the chosen delivery method. (Cf. below art. 10.2)

8.3. Dates – Payment terms - Billing

When placing the order, the Client proceeds to pay a deposit of an amount equal to 100% of the order amount including tax. Upon receipt of the deposit, the Seller sends the Client a pro-forma invoice. The order must be paid by the Client before the delivery of the products.

8.4. Payment method

Prices are payable in euros (€).

The Customer proceeds to pay for the order in the store by credit card, Amex, cash in stores and by payment link or remote transfer. Payment links offer the methods of following payment methods: bank card, Amex and PayPal on request; by means of a secure payment system of the SSL type, compliant with French and international interbank regulations. The SSL protocol is an encryption technology that protects the input and transmission of banking information by securing data exchanges. During payment, the Client is automatically redirected towards the site of the Seller's banking partner. The latter therefore never has access to banking data of the Client: they are only notified by the banking partner that the transaction has been successfully completed.

ARTICLE 9: PROPERTY RESERVATION CLAUSE

By express agreement, ownership of the ordered products shall transfer only upon delivery of the products and subject to full payment of the total order price, including all costs and ancillary charges, in particular delivery fees.

ARTICLE 10: DELIVERY

10.1. Date – Delivery time

As soon as the Seller has been informed of the availability of the wines by the producer or partner, he will inform the Customer and specify the date on which the ordered products can be delivered. In any case, the Seller commits to a maximum delivery time of 3 months from of the day of the Customer's order. This period constitutes the deadline by which the Seller commits to deliver the products, unless otherwise agreed with the client (especially in case of unfavourable weather conditions for wine transport).

In case of non-compliance with this deadline, the Client may request the cancellation of the order in accordance with the provisions of Article L 121-20-3 of the Consumer Code referring to Article L114-1 of the same code which states: "The consumer may terminate the contract for the sale of movable goods or the provision of services by sending a registered letter with acknowledgment of receipt if the delivery date of the goods or the performance date of the services exceeds seven days, unless such delay is due to a force majeure event."

Where applicable, the contract shall be deemed terminated upon receipt by the seller or service provider of the letter in which the consumer notifies them of their decision, provided that delivery has not occurred or the service has not been performed between the sending and receipt of such letter. The consumer must exercise this right within sixty working days from the date initially indicated for delivery of the goods or performance of the service.

In such circumstances, the Seller will refund the Customer as soon as possible and at the latest late within 30 days following the date on which this right was exercised. Beyond that, the amount due will be automatically earning interest at the legal rate in force.

On the proposal of the Seller, the Client may however opt for another refund method.

10.2. Place and Method of delivery

The product delivery area is limited to the following territories: Metropolitan France (including Corsica) and the countries of the European Community. For any delivery outside these territories, the Customer is invited to contact the Seller so that this last can study his request. When ordering, the Customer chooses the delivery location. It can either be the store (or warehouses) of the Seller located at 4 rue du Clocher – 33330 Saint-Emilion or an address given by the Client during the order.

It is however specified that if the Client wishes to – after confirming the order — modify the delivery destination and/or means of transport, he may request this to the Seller and agree on new terms and rates. It is the Client's responsibility to check prior to the order, regarding specifications of the products in terms of size, volume and weight – that these may be delivered through normal access routes and that there are no obstacles to the delivery (such as stairs, elevator, landing doors).

The client can, if he wishes, also benefit from the storage offer for his wines in the seller's warehouses. This offer is materialised by the signing of a storage contract details of which can be provided on request.

ARTICLE 11: RECEIPT - COMPLIANCE.

Upon receipt, the Client shall verify the nature, condition, quantity, and, more generally, the conformity of the delivered products with the relevant order.

As such, the Client will proceed – upon delivery – with all necessary examinations to detect possible damage, missing items or non-compliance and in particular check the condition of the packaging, the number of packages and the products in their quantities, their references, their condition and their characteristics.

If the Customer notices a non-conformity of the product, they will inform the Seller in writing (email) by specifying the following information in order to facilitate processing their request: name, first name, postal details, telephone number, billing and/or delivery address of the package, the reference(s) of the product(s) concerned, identification of the order concerned and information concerning the procedure to be followed in the event of non-compliance.

The Client shall grant the Seller full access and take all necessary measures to enable the Seller, or any person appointed by the Seller for this purpose, to inspect the product alleged to be defective or non-compliant in its current condition.

To this end, the Client shall, in particular, refrain from intervening personally or engaging a third party for this purpose and shall take all necessary measures to preserve the integrity of the product alleged to be non-compliant.

ARTICLE 12: GUARANTEE

The Seller is liable for defects of conformity and latent defects under the conditions provided for in articles 1641 to 1649 of the civil code. In this regard, the following provisions are recalled:

Extract from the Consumer Code:

Article L211-4: "The Seller is obliged to deliver goods in accordance with the contract and is liable for any non-conformities existing at the time of delivery.

The Seller is also responsible for non-conformities resulting from packaging, assembly instructions, or installation, where such tasks were assigned to the Seller by the contract or carried out under the Seller's responsibility."

Article L211-5: "1° Be suitable for the normal use of goods of the same type and, where applicable:

Match the description provided by the Seller and possess the qualities presented to the Buyer through a sample or model;

Exhibit the qualities that the Buyer can reasonably expect based on statements made by the Seller, the producer, or their representatives, particularly in advertising or labelling.

2° Alternatively, possess the characteristics mutually agreed upon by the parties, or be suitable for any specific purpose communicated by the Buyer and accepted by the Seller."

Article L211-12: "Any action arising from a lack of conformity must be brought within two years from the delivery of the goods."

Extract from the Civil Code on the guarantee of hidden defects:

Article 1641 of the Civil Code: "The Seller is liable for hidden defects in the sold goods that make them unfit for their intended use, or that so diminish their usefulness that the Buyer would not have purchased them, or would have paid a lower price, had the Buyer been aware of such defects."

Article 1648 of the Civil Code: "Any action arising from latent defects must be brought by the Buyer within two years from the date the defect is discovered."

ARTICLE 13: RESPONSIBILITY.

It is specified that if there are minor discrepancies between the presentation photos, texts, or illustrations and the delivered items, the Seller cannot be held civilly liable. The Customer, however, retains the right to exercise their right of withdrawal.

In accordance with applicable regulations, the Seller shall not be held liable for any failure to perform the order—including, in particular, delays in delivery—resulting from the Customer, from an unforeseeable and unavoidable act of a third party, or from a case of force majeure.

ARTICLE 14: INFORMATION – CLAIM.

For any information, request for information or complaint, the Customer may contact the Seller by sending him a message either to the Seller's email address or the following:

contact@vignobles-et-chateaux.com or at the following mailing address : 4 rue du Clocher – 33330 Saint-Emilion.

The Client may also contact the Seller by telephone at the number provided for this purpose on the Vignobles-et-chateaux.com website (non-premium call) from 9 a.m. to 7 p.m. from Monday to Friday (excluding public holidays).

ARTICLE 15: EVIDENCE AND ARCHIVING.

By express agreement between the Seller and the Client, emails shall be binding on the parties, particularly regarding the subject matter and date of the order.

In accordance with applicable regulations, for any order exceeding €120, the Seller shall archive the sales contract concluded with the Client for a period of ten years.

The archived information shall include: the details of the order, the description of the products ordered, the general conditions of sale in effect on the date of the order, and any information provided by the Client for the order.

The Client may access the electronically archived contract by submitting a request to the Seller via email or postal mail. To facilitate processing, it is recommended that the Client include the invoice number and their contact information in the request.

ARTICLE 16: APPLICABLE LAW – COMPETENT JURISDICTION – LANGUAGE

These conditions – and in general the relationship between the Seller and the Client – are subject to French law.

In the event of a dispute between the parties that cannot be resolved amicably, any legal action will fall under the exclusive jurisdiction of the French courts.

The French language and the English language are the only languages offered for placing an order and concluding the sale, it is agreed that the French language shall be the official and authoritative language between the parties.