BORDEAUX VINS SÉLECTION

GENERAL TERMS AND CONDITIONS OF SALE
(*Professionals*)

ARTICLE 1 - APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

1.1 These general terms and conditions of sale constitute the conditions under which BORDEAUX VINS SELECTION, a French *société par actions simplifiée* (simplified joint stock company) with a share capital of €600.000, having its registered office at 42, avenue René Antoune Rocade Sortie N°8, ZAC MERMOZ - 33320 EYSINES, registered with the BORDEAUX Trade and Companies Register under number 420 621 872 (hereinafter referred to as the "**Vendor**"), sells its products to exclusively professional customers (hereinafter referred to as the "**Customers**" or, individually, the "**Customer**") in France and throughout the world.

1.2 They supersede all subsequent conditions of purchase by the Customer. They are immediately communicated to any Customer who requests them. Any sale made by the Vendor is consequently governed by the present general terms and conditions of sale, as well as by the terms of the order relating to the sales transaction in question (hereinafter the "**Order**").

1.3 In accordance with the provisions of article L. 441-1 of the French Commercial Code, these general terms and conditions of sale constitute the sole basis of the commercial relationship between the parties.

1.4 Consequently, the fact that the Customer places an order with the Vendor by direct contact or via a paper medium, implies (i) the Customer's full and unreserved acceptance of these general terms and conditions of sale, to the exclusion of any other document such as prospectuses or catalogs issued by the Vendor, which are only indicative and may be revised at any time, as well as to the terms of the Order, and (ii) the waiver by the Customer - on any grounds, at any time, and in any form whatsoever - of any provisions to the contrary, not expressly stated or derogating from the present general terms and conditions of sale and the terms of the Order. Unless expressly accepted in writing by the Vendor, no special conditions may supersede the conditions set out below. In the absence of express acceptance by the Vendor, any contrary and/or supplementary conditions imposed by the Customer shall be unenforceable against the Vendor.

1.5 The fact that the Vendor does not, at a given moment, avail itself of any of the provisions of the present general terms and conditions of sale or of the terms of the Order may not be interpreted as a waiver by the Vendor of its right to avail itself of any of the said provisions at a later date.

ARTICLE 2 - ORDER ACCEPTANCE AND CONFIRMATION

2.1 All Orders shall be confirmed in writing to the Vendor by means of a purchase order. Any Order placed verbally shall be confirmed in writing by the Customer and include all the information required to enable the Vendor to ensure, in particular, the availability of the products ordered.

2.2 Orders are considered firm and definitive, unless otherwise notified by the Vendor's sales department, within three (3) working days of receipt by the Vendor of the Order and after written confirmation by the Customer of acceptance of the present general terms and conditions of sale. The data recorded in the Vendor's computer system constitutes proof of all sales made with the Customer.

2.3 Orders may give rise to a request for a deposit. In certain cases, and in particular when the amount of the Customer's credit insurance cover is insufficient, the Vendor reserves the right to request a deposit of up to 100% of the value of the Order.

2.4 The Vendor reserves the right not to proceed with any Orders placed, in particular with regard to the time required to deliver the Order, the quantities of products concerned by the Order, and more generally the availability of the products covered by the Order; the Vendor shall inform the Customer of its availability when the Order is processed. It should be noted in this respect that the products marketed by the Vendor are produced in limited quantities, are subject to weather conditions and may be affected by the occurrence of sanitary events (such as mildew) which limit supply and therefore availability in the Vendor's stocks. More generally, no waiver of a contract by the Vendor shall constitute a fault or give rise to any right to compensation on the part of the Customer. The Vendor reserves the right to suspend any Order made by the Customer if the latter is not up to date with its obligations towards the Vendor, for whatever reason.

2.5 Except in cases of force majeure (as defined below), no Order may be cancelled, in whole or in part, or more generally modified by the Customer during the processing of said Order by the Vendor, unless the Vendor agrees in writing to such a cancellation.

2.6 The Vendor shall not be held liable for non-performance of the contract entered into with the Customer in the event of force majeure as defined by article 1218 of the French Civil Code and applicable case law, in particular in the event of unavailability or out-of-stock condition of the product(s) ordered, if such unavailability results from the occurrence of an unforeseeable event beyond the control of the parties, such as, for example, a disruption or strike of transport or communication services (the "**Force Majeure**"). In such a case, the Vendor shall notify the Customer of the unavailability of the products ordered without delay and shall offer the Customer either an equivalent product in exchange, or a refund within seven (7) working days. Suspension of the Vendor's obligations in this respect shall not under any circumstances give rise to liability toward the Customer, nor result in the payment of damages or late penalties to the Customer.

2.7 The benefit of the Order is personal to the Customer and may not be transferred without the Vendor's prior written consent.

ARTICLE 3 - PENALTY CLAUSE

3.1 In the event of non-payment of the price or of any of the down-payments agreed at the time of the Customer's Order, and unless otherwise agreed by the parties, the reservation shall be cancelled *ipso jure* and, by way of penalty clause, the part of the price already paid shall be acquired by the Vendor at the end of a period of ten (10) calendar days following the sending by the Vendor of a registered letter with acknowledgement of receipt notifying the Customer of the non-payment noted and which has remained without effect.

3.2 Likewise, if the Customer fails to collect the products within the period indicated in article 8 below, as a penalty clause, the part of the price already paid shall be acquired by the Vendor at the end of a period of ten (10) calendar days following the sending by the Vendor of a registered letter with acknowledgement of receipt notifying the Customer of the failure to collect the products and which has remained without effect.

ARTICLE 4 - ORDER MODIFICATION

4.1 Any modification made by the Customer to the initial Order (extra charge) shall give rise to specific invoicing.

4.2 If the Customer modifies the Order, the Vendor shall be released from the deadlines agreed for its delivery.

ARTICLE 5 - CHANGES TO PRODUCTS, PRICES AND CONDITIONS OF SALE

5.1 The prices applicable to the products, made available to the Customer at the Vendor's registered office, are communicated to any customer who so requests.

5.2 The Vendor reserves the right, at any time and in particular in the light of market fluctuations, to make changes to its products, prices or conditions of sale. The corresponding modifications shall be applicable to new Orders, as soon as they are communicated to the Customer.

ARTICLE 6 - DELIVERIES

6.1 Sales of products made by the Vendor are ex the Vendor's warehouse at his registered office or any other place designated by the Vendor and are governed by the EX WORKS Incoterm drawn up by the International Chamber of Commerce. Deliveries are subject to availability.

6.2 Delivery is deemed to have taken place when the products ordered are actually handed over by the Vendor to the Customer or to the carrier appointed by the latter for this purpose. Loading of the wines and, more generally, any handling of the wines carried out after delivery, as defined in the present general terms and conditions of sale, are at the Customer's expense and risk. Under all circumstances, products travel at the customer's expense and risk.

6.3 Delivery times are indicated as precisely as possible, but actual delivery shall depend on the Seller's supply and transport possibilities. Exceeding delivery times may not give rise to damages, deductions or cancellation of Orders in progress.

ARTICLE 7 – PRODUCT PACKAGING

7.1 Product packaging is determined according to the type of transport and specified at the time of the Order.

7.2 The Customer undertakes to preserve the integrity of the pallets, to ensure their return and, more generally, to comply with the instructions given to him in this respect by the Vendor.

7.3 At the Customer's request, the Vendor may affix to the bottles, and more generally to the packaging of the wines covered by an Order, the labels necessary for the Customer to market the wines covered by the Order. Said labels and their contents shall be supplied under the sole responsibility of the Customer.

ARTICLE 8 – DELIVERY - COLLECTION - PICK-UP

8.1 The Vendor undertakes to notify the Customer of the date on which the wines shall be made available to him at the Vendor's registered office.

8.2 The Customer, or any third party designated by the latter, such as the carrier, shall check the nature, condition, quantity and, more generally, the conformity of the wines delivered with the contents of the Order. Any reservation or dispute relating to the conformity of the delivery shall, upon receipt of the products and in the presence of the carrier (i) be mentioned by the Customer in a detailed and explicit manner on the delivery slip, (ii) appear on the counterfoil of the delivery slip remaining in the hands of the carrier with mention of the date, time and signature of the recipient, and (iii) without prejudice to the measures to be taken by the Customer with regard to the carrier, be immediately brought to the attention of the Vendor in writing within forty-eight (48) hours. The Vendor shall provide proof of any anomalies observed and take all necessary steps to enable the Vendor to ascertain and, if necessary, remedy them.

8.3 Any delay in delivery shall under no circumstances constitute grounds for cancellation of the Order or refusal of delivery and shall under no circumstances give rise to the payment by the Vendor of any damages, late penalties, indemnities or expenses of any kind.

8.4 Collection costs are always payable by the Customer. Failure to collect these wines within sixty (60) calendar days of the date of this notification shall result in the invoicing of storage costs to the Customer. Moreover, after this date, the Vendor declines all responsibility for the preservation of the products, the ownership and risks of which are transferred to the Customer.

8.5 Termination of the sale may take place *ipso jure* in favor of the Vendor, at the Vendor's discretion, after expiry of the term agreed for withdrawal. In this case, termination of the contract shall take effect on expiry of a period of ten (10) calendar days following sending to the Customer of a registered letter with acknowledgement of receipt concerning the Customer's failure to comply with the withdrawal obligation, which has remained without effect. As a penalty clause, the part of the price already paid shall be retained by the Vendor at the end of this same period.

ARTICLE 9 – RETURNS

9.1 No returns may be made without the prior written agreement of the Vendor.

9.2 All returns accepted by the Vendor remain the exclusive responsibility of the Customer.

9.3 In the event of the return of products alleged to be defective or non-conforming by the Customer, the products concerned shall be held by the Customer at the Vendor's disposal on the Customer's premises. It is the Customer's responsibility to provide the Vendor with any information or evidence concerning the alleged defect or non-conformity, and the Customer shall give the Vendor every opportunity to examine the allegedly affected or non-conforming wines itself, or through any person it may decide to appoint for this purpose. To this end, the Customer shall take all necessary steps to preserve the integrity of the allegedly non-conforming products.

ARTICLE 10 – LIABILITY – WARRANTY

10.1 The Vendor guarantees to supply products that comply with current French regulations and with the characteristics specified for each particular wine. Thus, the Vendor guarantees the Customer that the wines ordered shall be of fair and merchantable quality. The Customer shall be solely responsible for ensuring that the characteristics, components and, more generally, all elements relating to the nature and qualities of the wines forming the subject of the Order comply with the standards applicable in the territory where the wines ordered are marketed, and in this respect shall be solely responsible for.

10.2 The Vendor's warranty is limited to the replacement or reimbursement of non-conforming or defective products. Replacement of products does not extend the warranty period indicated above.

10.3 Any warranty is excluded in the event of misuse or negligence on the part of the Customer, as well as in the event of Force Majeure (as defined in article 2 below). Nor does it apply in the event of deterioration or accident resulting from impact, fall, negligence or lack of supervision attributable to the Customer. In order to assert his rights, the Customer shall, on pain of forfeiture of any action relating thereto, inform the Vendor in writing by registered letter with acknowledgement of receipt of the existence of the defects within a maximum period of forty-eight (48) hours following receipt of the products.

ARTICLE 11 - PRICE

11.1 The products ordered are sold and invoiced according to the price list in force on the day the Order is accepted by the Vendor. These prices are firm and non-revisable during their period of validity, as indicated by the Vendor.

11.2 The prices communicated by the Vendor are expressed in euros, exclusive of tax and do not include transport, insurance and any customs charges.

11.3 Special pricing conditions may be applied according to the Customer's specific requirements, in particular concerning delivery terms and deadlines, or payment deadlines and conditions. In such cases, the Vendor shall send the customer a special commercial offer.

ARTICLE 12 – PAYMENT - TERMS AND CONDITIONS

12.1 The price is payable in accordance with the conditions, in particular the deadlines, defined between the parties and indicated on the invoice sent to the Customer.

12.2 By express agreement between the parties, payments made by the Customer shall be applied in priority to the Customer's oldest debts, even if they are not yet due.

12.3 In the absence of specific payment terms, the legal payment terms stipulated in article L. 441-11 II of the French Commercial Code 3° and 4° shall apply, i.e. thirty (30) days after the end of the month of delivery for purchases of alcoholic beverages subject to the consumption rights provided for in article 403 of the French General Tax Code, and forty-five (45) days end of month or sixty (60) days after the date of issue of the invoice for alcoholic beverages subject to the circulation rights provided for in article 438 of the French General Tax Code. In all cases, no discount shall be granted by the Vendor for cash payment or payment within a period shorter than that fixed by the Vendor.

12.4 In the event of non-payment, even partial, of any due date whatsoever, all sums owed by the Customer to the Vendor in respect of orders in progress shall become immediately payable by operation of law and without formality.

ARTICLE 13 - LATE PAYMENT OR NON-PAYMENT

13.1 In the event of late or non-payment by the Customer, the Vendor reserves the right to suspend all current Orders placed by the Customer concerned, without prejudice to any other course of action.

13.2 Any delay or failure to pay by the due date indicated on the invoice shall result in late payment interest set at three (3) times the current French legal interest rate. Late payment penalties are payable *ipso jure*, without formality or prior formal notice.

13.3 In addition, any delay in payment shall result in the invoicing of a flat-rate indemnity of forty (40) euros for collection costs. The Vendor reserves the right to ask the Customer for additional compensation if the collection costs actually incurred exceed this amount, on presentation of supporting documents. This indemnity shall be payable in the same way as late payment interest.

13.4 The Vendor also reserves the right to terminate the sale in the event of partial or total non-payment by the Customer. In such a case, termination shall be effective within ten (10) days of formal notice being sent by the Vendor. In the event of partial delivery, the Vendor may claim the return of goods already delivered by application of the retention of title clause referred to in article 14 below, with any payments already made by the Customer being retained by the Vendor as a penalty clause under the conditions indicated in article 3 above. In this case, the cost of returning the goods shall be borne by the Customer. Finally, it is hereby specified that the cancellation shall affect not only the relevant Order, but also all previous orders, whether delivered or in the process of being delivered, and whether payment is due or not. In the event of the opening of receivership or liquidation proceedings, current orders shall be automatically cancelled.

ARTICLE 14 - RETENTION OF TITLE

14.1 The transfer of ownership of delivered products takes place only after full payment of the price by the Customer, and the Vendor may repossess unpaid products, regardless of their date of delivery. In this respect, it is expressly agreed that the Vendor's products in stock with the Customer shall be deemed to relate to invoices not paid to the Vendor.

14.2 In the event of non-payment of the price, the Vendor shall have the choice of either (i) continuing with the execution of the sale and requesting full payment of the price from the Customer, or (ii) bringing an action to reclaim the products, in which case any down payments or partial payments made shall be retained by the Vendor as a penalty clause under the conditions indicated in article 3 above, without prejudice to any other actions it may be entitled to bring against the Customer as a result.

ARTICLE 15 – PERSONAL DATA

15.1 With regard to personal data exchanged between the parties, the parties undertake to comply with regulations on the protection of personal data, in particular Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. In this respect, each party undertakes to communicate personal data to the other party only when such data is strictly necessary for the execution of orders and after having ensured that such data has been collected in a lawful, fair and transparent manner, in accordance with the aforementioned regulation.

15.2 Each party undertakes to use the personal data to which it has access solely for the purpose of fulfilling orders.

ARTICLE 16 – COMPETENCE – DISPUTES

16.1 For the execution and interpretation of the above clauses and general terms and conditions of sale, only French law shall apply.

16.2 In the event of a dispute relating to the interpretation or execution of the present general terms and conditions of sale, the parties shall meet to find an amicable solution to their dispute. In the event of failure to reach an amicable solution within a period of one (1) month, all disputes relating to the performance or interpretation of the present terms and conditions of sale shall be referred to the competent court within the jurisdiction of the Bordeaux Court of Appeal.

16.3 This attribution of jurisdiction shall remain valid even in the event of summary proceedings, incidental claims or multiple defendants and regardless of the method and terms of payment for the Order concerned.

16.4 If one or more of the provisions of these general terms and conditions of sale are considered invalid pursuant to a law, regulation or final decision of a competent court, they shall be deemed unwritten and the other provisions of these general terms and conditions of sale shall remain in force.