

GENERAL TERMS AND CONDITIONS OF SALE FOR ONLINE SHOP

Article 1 – Identification of vendor

The retail site www.chateaulafargue-france.com belongs to SCEA Château Lafargue, hereafter ‘the Vendor’.

Internet users who visit the current website, known as ‘the Client’, may contact the vendor at any time by post, email or telephone:

SCEA Château Lafargue
9 Impasse de Domy
33650 MARTILLAC
contact@chateaulafargue-france.com
0556 727230

SIRET No: 82090393800026

VAT: FR69820903938

Article 2 – Protection of minors

In accordance with the provisions of Order No 59-107 of 7 January 1959, the Law of 5 July 1974 and Article L.3342-1 of the Public Health Code, which state that the sale of alcohol to minors under the age of 18 is prohibited, the client gives an undertaking, by filling in the purchase order, that they are over the age of 18 on the date the order is placed.

Alcohol abuse is dangerous to health, consume in moderation. The products sold on this retail site contain alcohol and are to be consumed in moderation.

Article 3 – Purpose and scope of application

These terms and conditions of sale apply, without restrictions or reservations, to all of the sales concluded by SCEA Château Lafargue (‘the vendor’) with consumers and non-professional purchasers (‘the Client or Clients’) wishing to acquire the products offered for sale by the Vendor on the website www.chateaulafargue-france.com.

They include the terms for orders, payment, delivery and for managing any returns of products ordered by clients.

These terms and conditions of sale may be supplemented by specific terms, listed on the website, before any transaction with the client.

These terms and conditions of sale apply to the exclusion of all other terms, including those applying to sales in shops or through other distribution and sales channels.

Article 4 – Products offered for sale on the website

The vendor sells the wines, hereafter ‘the Products’, remotely via the website.

The bottles (75cl) and Magnums (1.5l) are delivered in boxes of 6 (apart from 6 bottles of the Prestige delivered in a wooden case.)

The minimum order is set at 6 75cl bottles or 6 Magnums, then in multiples of 6.

1 Magnum counts for 2 bottles.

The products offered for sale on the website are as follows:

- Château Lafargue Red
- Château Lafargue White Cuvée Alexandre
- Château Lafargue Prestige
- Dauphin du Château Lafargue

The main characteristics of the wines including the specifications, illustrations and indications of the dimensions or capacity of the products, are available on the website www.chateaulafargue-france.com.

The client is obliged to read this information before placing an order.

Choosing and purchasing a product is the sole responsibility of the client.

The photographs and graphics displayed on the website www.chateaulafarguefrance.com are not contractual and the vendor may not be held liable for them. The client is obliged to refer to the description of each product in order to find out its properties, its key characteristics and the delivery timescales.

The tasting comments are for information purposes only and are not in any way contractual.

Products offered for sale are understood to be while stocks last, as specified when the order is placed.

Article 5 – The order

It is the responsibility of the client to select the products that they wish to order from the website www.chateaulafargue-france.com according to the following procedure: the client chooses their products on the website and adds them to their cart. The client must then validate the contents of their cart.

After validating the cart, the client must identify themselves on the website and register using the identification form provided for that purpose, which will indicate all the compulsory details requested.

An order is registered on the website when the client accepts the General Terms and Conditions of Sale by ticking the box provided for that purpose and confirms their order. This confirmation implies acceptance of all of these General Terms and Conditions of Sale and the general terms and conditions for use of the website www.chateaulafarguefrance.com. It is the responsibility of the client to check that the order is correct and to report any errors immediately.

The sale is only finalised once the client has been sent an email confirmation of the acceptance of the order by the vendor. The email must be sent within a minimum time period, which is closely linked to the working hours of the sales department.

Any order that has been placed, validated by the client and confirmed by the vendor according to the conditions and procedures described above, on the website www.chateaulafargue-france.com constitutes the conclusion of a remote contract between the client and the vendor.

Unless there is evidence to the contrary, the details registered on the vendor's computer system constitute evidence of all the transactions concluded with the client.

The vendor reserves the right to cancel or refuse any order placed by a client with which there is an ongoing dispute regarding payment for a previous order.

The client may track their order history on the website using the 'My account' tab.

Once the vendor has confirmed and accepted the order according to the conditions described above, the order may no longer be amended.

It may also not be cancelled, with the exception of exercising the right to withdrawal or in the event of *force majeure*.

In accordance with the law on Information Technology and Freedoms of 6 January 1978, reinforced and supplemented by the GDPR (General Data Protection Regulation) which entered into force on 25 May 2018,

at any time the client has the right of access, to rectification, to object, to erasure and to portability in relation to all their personal data, by writing to the vendor's address given above including evidence of their identity. The vendor's contact details are as follows:

SCEA Château Lafargue

SIRET No.: 82090393800026

9 Impasse de Domy

33650 MARTILLAC

contact@chateaulafargue-france.com

0556 727230

Article 6 – Prices

The products are supplied at the current prices given on the website www.chateaulafargue-france.com when the order is registered by the vendor. The prices are expressed in euros including tax. They are fixed prices and may not be reviewed during their validity period, as indicated on the website.

The vendor reserves the right to amend the prices at any time outside the validity period. The cart indicates the subtotal corresponding to the price of the products in the cart. Shipping costs are calculated based on the number of products ordered. The Total is understood to be including tax and includes the price of the products and the costs of handling, packaging and dispatch.

The prices are understood to include free shipping when at least 36 75cl bottles or the equivalent are ordered.

Discounts may be given to the client based on order amounts or as part of promotional offers identified by a promotional code.

Article 7 – Payment

Confirmation of the order entails an obligation to pay the price indicated, as a cash purchase, in full on the day of the order

Purchases made on the website www.chateaulafargue-france.com are secured by the Crédit Agricole Paybox e-transactions system.

The method of payment offered in Paybox e-transactions is SSL secure payment. This payment protocol is standard and renowned worldwide for protecting data sent via the Internet.

The card details supplied by the Internet user (number, expiry date, etc.) are encrypted before they are sent from their computer to the e-transactions payment server. The payment process is done in 4 stages:

- Secure purchase with e-transactions

- After filling their cart, the Internet user clicks on one of the methods of payment offered by the retailer's site. The user is automatically connected to the e-transactions payment server, which will ask them for their card details that authorisation can be requested from their bank. The details required are: – Card number – Expiry date – Visual cryptogram (the last 3 digits of the number on the back of the card)
- On receipt of the authorisation response, e-transactions simultaneously sends a response to the retailer server along with a receipt.
- The Paybox e-transactions server sends the transaction for bank remittance (retailer credit and user debit).

The exchanges between e-transactions and the user are encrypted. Only the e-transactions server knows the user's bank card number.

Article 8 – Deliveries

The products are delivered to the address indicated by the client, inside mainland France within 1 to 4 working days, by appointment after contact by telephone except for if extreme weather conditions mean that transporting the products is unadvisable (severe heat or severe cold).

If the recipient or a person who is able to take possession of the products is not at home at the time of the delivery, the carrier shall leave an attempted delivery notification at the delivery address indicated by the client.

The client may only express reservations on delivery of the products if the correct quantity is not delivered or the package is damaged. It is the responsibility of the person receiving the package to check its condition and to take the necessary measures in order to preserve the possibility of recourse against the carrier.

This means that the nature and scale of the damage must be clearly established at the time of delivery.

These reservations must be expressed in writing to the carrier at the time of delivery or at the latest 12 hours following the delivery. They must be clear, detailed and justified based on all the shipping documents.

A copy of the reservations must be sent to the vendor by letter or email at the latest within 12 hours after the reservations have been expressed.

When sending the copy, it is the responsibility of the client to include confirmation by the carrier that the reservations are genuine.

If the procedure has been followed and it is proven that the package and the products are seriously damaged, the vendor shall make a fresh delivery of similar products.

If the quantity ordered has not been delivered, the vendor shall make an additional delivery if the delivery contained fewer products than the amount ordered.

No reservations may be expressed in relation to the taste or appearance of the products or how fresh they are.

If no reservations are expressed, any subsequent claim for compensation is inadmissible.

Article 9 – Right of withdrawal period

In accordance with Articles L121-20 onwards of the Consumer Code, the client has 7 clear days from the date of delivery of the order to return the product ordered for exchange or refund, in its original packaging and in good condition, suitable for re-sale.

This period begins from the date of receipt of the goods, until the dispatch date indicated on the return package.

The vendor undertakes to refund the client in full (except for shipping and return costs) within a maximum of 15 days of receipt of the returned goods.

Article 10– Risks

The transfer of risks on the products sold by the vendor takes place when the products are handed over to the carrier.

Article 11 – Reservation of title

The transfer of ownership of our products is suspended until the client has made full payment of the price of those products, including the principal amount and other charges, even if payment terms are agreed. Any clause to the contrary, including clauses inserted into the general terms and conditions of sale, shall be deemed not to have been written, in accordance with Article L 621-122 of the Commercial Code.

Article 12 – Guarantee for visible and hidden defects

The products must be checked by the client on delivery, and any claim, reservation or dispute regarding missing items or visible defects must be submitted in accordance with the terms laid down in Article 8. In the event of visible defects, the defective items shall be replaced by the vendor, subject to verification of the alleged defects.

The client must provide any evidence they have that the reported defects are genuine. Our company reserves the right to establish and verify the defects in situ, either directly or indirectly.

Defects present at the time of delivery that are revealed after receipt of the products must be reported by the client in writing within 3 days of the date when the non-compliant defect was discovered. No complaint shall be considered if it takes place more than 3 clear days after the delivery of the products.

No action based on non-compliance may be brought by the client more than 15 days after delivery of the products.

It is expressly agreed by the acceptance by the client of these general terms and conditions of sale that once this period has passed, the client may not invoke the non-compliance of the products or raise it in a counterclaim as a defence in an action for recovery of debt brought by our company. If these conditions are not met, our company may not be held liable in relation to the client due to a hidden defect.

Defects and damage to products delivered which occur after they have been kept under abnormal storage and/or preservation conditions by the client, including in the event of an accident of any kind, shall not entitle the client to the guarantee owed by our company.

Under the guarantee for hidden defects, our company shall only be liable for the replacement without cost of the defective goods. The client may not claim for damages and interest on any grounds.

Our company guarantees its products against hidden defects, in accordance with the law, customs, case-law, and under the following conditions:

Our guarantee only applies to products that have lawfully become the property of the purchaser. It only applies to products entirely manufactured by our company. It is excluded when our products have been used under unintended conditions of use or performance.

Our guarantee shall be automatically terminated if our client has not informed us of the alleged defect within twenty clear days of discovering it. It is the responsibility of the client to prove the date when the defect was discovered.

Article 13 - Force majeure

Events are considered to be *force majeure* or unforeseeable events if they are outside the control of the parties, they could not reasonably be required to foresee them, and they could not reasonably avoid or overcome them, insofar as the occurrence of those events renders it entirely impossible for the parties to perform their obligations.

The *force majeure* or unforeseeable events that release our company from its obligation to deliver within the initially anticipated timescale include: strikes by all or part of our company's staff or its usual carriers, fire, flood, war, production shutdowns due to unforeseeable faults, lack of supply of raw materials, epidemics, weight limits on roads due to thawing ice, roadblocks, strikes or an EDF-GDF (electricity and gas) supply shortage, or a supply shortage due to a cause that is not attributable to our company, as well as any other cause of supply shortage that is attributable to our suppliers.

Under these circumstances, our company shall inform the client in writing, namely via email, within 24 (twenty-four) hours of the date the events occurred. The contract between our company and the client shall then be automatically suspended without compensation, from the date the event occurs.

If the event lasts more than 30 (thirty) days from the date it occurred, the contract of sale concluded between our company and its client may be terminated by the first party to do so, and none of the parties may claim damages and interest.

This termination shall take effect on the first date that a registered letter with acknowledgement of receipt is presented disputing the contract of sale.

Article 14 - Allocation of jurisdiction

Our company elects domicile at its registered office.

Any dispute regarding the application of these general terms and conditions of sale, their interpretation and performance, and of the contracts of sale concluded by our company, or the payment of the price, shall be brought before the commercial court of the location of the

registered office of our company, regardless of where the order is placed or delivered to, where the payment was made and the method of payment, even if a third party is introduced or there are multiple defendants.

Bills of exchange do not constitute a novation or an exemption from this clause allocating jurisdiction.

The allocation of jurisdiction is general and applies to a principal claim, an incidental claim, proceedings for final judgement or proceedings for an interim order.

Moreover, in the event of a court action or any other action for recovery of debt by our company, the fees for summons and court proceedings as well as lawyer and bailiff's fees, and all additional costs shall be borne by the client who is at fault, as well as any costs associated with or arising from failure by the client to comply with the payment or delivery terms for the order in question.

Article 15 – Waiver of rights

If our company does not invoke any of the clauses of this contract at a given time, this shall not constitute a waiver of the right to subsequently invoke those same clauses.

Article 16 – Applicable law

Any issue regarding these general terms and conditions of sale or the sales that they govern, which is not dealt with by these contractual stipulations, shall be governed by French law to the exclusion of any other law, and in a suppletory capacity, by the Vienna Convention on the International Sale of Goods.