

General sales conditions

The clauses stipulated below are made known to customers and are binding.

All export sales and transactions shall be conducted in English upon request.

1. All sales made by our agents are only considered final by our company once the company accepts or confirms (or invoices) the order. Not returning this sales order with modifications or restrictions within eight calendar days after receipt, by mail, e-mail or fax implies that the purchaser accepts the conditions.

2. All sales are understood to be carried out when then product leaves our wine cellars or property.

Whether sent with carriage paid or not, our merchandise is always sent at the risk of the receiver who must have the delivery company inform the sender of any missing or broken items, if applicable, with express reservations to be stated on the packing list before taking possession of it. No claim for missing or broken items shall be accepted unless it has been noted by the delivery company and in writing on the delivery note. The receiver has the responsibility to exercise any means of recourse against the transporters pursuant to articles 105 and 106 of the commercial code.

3. Claims concerning the quality of product and that have nothing to do with transport disputes must be filed at the moment of delivery or pick-up from our establishment when it is an apparent flaw. If it is a non-apparent flaw at first glance, the claim must be filed within a month of delivery or pick-up. We confirm that we have taken out a civil liability insurance policy which covers risks and damages caused to the purchaser in the case of non-compliant products with respect to packaging or European analytical or sanitary norms. The purchaser commits to timely do his or her due diligence in order to allow the seller to make a claim on their insurance for the damages that the seller could be responsible for. You are reminded that: all merchandise must be stored in adequate installations and conditions for their conservation; wines suffer from excessively low temperatures (below +5°C) or excessively high temperatures (above +25°C). Our company declines all responsibility in the case that the wine is stored in conditions that do not comply with the specific norms mentioned above. The transporter, forwarding agent and the customer are responsible for taking the necessary precautions so that the wine is stored in the ideal required conditions.

4. In some cases, some of our vintages can be sold out. In this case, we can offer an equivalent replacement of the same origin and quality after reaching an agreement with the customer concerning this new item. We cannot guarantee the delivery of the exact quantity mentioned, especially in the case of damages or losses during bottling.

5. Our delivery or product availability times are only approximate and cannot be formally guaranteed. The parties agree to a delivery time of two weeks after the date mentioned in this contract and after formal notice from the purchaser. We cannot be held responsible for delays from the transporter during delivery.

6. All our merchandise is payable to our address without exception, no matter the payment method or whether or not it is accepted. Barring a specific agreement accepted by our company headquarters, payment of our invoices is made in full. Barring an agreement to the contrary stipulated and accepted by the

headquarters, merchandise is to be paid per the net prices, made payable to us at our address, without any type of discount or reduction. Failure to make a payment and without an authorized deferral makes the whole outstanding debt legally due for payment without notice with damages and interest at the in-force legal rate on the outstanding debt and reparations for charges that the company has incurred in. The amounts due are subject to legal interest.

7. It is expressly stipulated that all the clauses printed in the margins or in the body of the customer's commission letters or his or her purchase order and which contradict the above clauses shall not prevail.

8. The company guarantees the good quality of its products, but it cannot be held responsible for doing anything more than simply replacing the defective merchandise.

9. In the cases of dissolution of the purchasing company, death of the purchaser, modification to the legal status or operations of the company or purchaser, default, liquidation or bankruptcy of the purchaser, or lack of payment by a due date, the company has the right to refuse all orders and deliveries.

10. The commercial court of Bordeaux is the only presiding authority for hearing cases that can arise between SCEA BASSEREAU and its customers, even when there are several defenders or claims under warranty.

11. Title-retention clause: Law No. 67563 dated 13/07/67, modified and completed by Law No. 80335 dated 12/05/80 article 59-65-66. Per the above legal dispositions, the merchandise shall remain the property of the seller until the complete payment of the price, both the principal and interest. In case of resale before the full payment of the purchase price, the ownership claim shall be made on the resale price. This is expressly accepted by the purchaser who declares to have been informed of this clause and to accept it wholly.

12. Particular clause concerning reservations.

The delivery of wine that is held in reservation can only be carried out after the complete execution of the conditions stipulated for order confirmations, reservation invoices or pro forma invoices. Failure to abide by the order conditions authorizes the seller to cancel the unpaid order or to legally demand the immediate and complete payment in-full at pick-up without prior notice. If the seller maintains the order, any payment delay shall incur late-fee interest at the current bank rate as well as storage fees pertaining to this delay which the seller had to pay.

The storage and insurance fees shall be included in the sales price unless otherwise stipulated in the contract. In case of any problem with how the wine itself changes or external fees related to the wine that is being reserved, the seller expressly reserves the possibility to withdraw from the order the deteriorated or missing items and only conserve the merchandise in the total stock that is completely intact and to refund the customer for payments made based on the original invoice.