



THE WINE MERCHANT
BORDEAUX

GENERAL TERMS AND CONDITIONS OF SALE EXPORT APPLICABLE AS OF JULY 1st 2025

1. General provisions

1.1 These General Terms and Conditions of Sale, hereinafter referred to as “**GTCS**” constitute the contractual rules under which the Seller sells its wines for export to any buyer located in and outside the European Union, excepting France, hereinafter referred to as “the **Purchaser**”.

In the absence of the Seller's prior written agreement, any sale made by the Seller is consequently governed by the aforementioned conditions and by the terms of the order relating to the sales transaction concerned, as accepted under the conditions hereinafter defined by the Seller.

The placing of an order implies:

- full and unconditional acceptance by the Purchaser of the GTCS and the terms of the order relating to the sales transaction concerned, as accepted under the conditions defined below by the Seller.
- waiver by the Purchaser – on any grounds, for any amount and in any form whatsoever, to take advantage of :
 - provisions contrary to or derogating from these GTCS and the terms of the order relating to the sales transaction concerned as accepted under the conditions hereinafter defined by the Seller ;
 - provisions not expressly specified in these GTCS and in the terms of the order relating to the sales transaction concerned as accepted under the conditions hereinafter defined by the Seller.

1.2. No indulgence by the Seller of any kind, extent or duration whatsoever shall create a right, or waiver of its right to subsequently invoke any of these GTCS or of the terms of the order as defined below.

2. Orders

2.1. Orders are not finalised until they have been confirmed in writing. Acceptance may also result from the shipment of the wines.

2.2. Except in the case of force majeure, as defined in article 6.6, no order may be cancelled in whole or in part, or more generally modified, by the Purchaser during the processing of the said order by the Seller, unless the Seller agrees to this in writing.

- 2.3.** The benefit of the order is personal to the Purchaser and may not be transferred without the Seller's prior written agreement.

3. Approval

The wines that we sell are sold as approved or deemed to be approved from departure from our cellars.

4. Pricing

Our pricing terms are previously communicated by the Seller to the Purchaser. The wines ordered are sold at the price in force at the time of sale. Unless otherwise indicated, this rate shall be based on EX WORKS terms (Incoterms ICC 2020) on departure from our cellars, and are expressed excluding taxes and in Euros (€). Any taxes, duties, approvals or other payments due under French laws and regulations, or those of an importing country or a transit country, shall be borne by the Purchaser.

Any request for billing without VAT (e.g.: in exemption or suspension) must be justified by the Purchaser, at the latest within thirty (30) days of shipment, by the production of any justification legally required such as:

- an export declaration mentioning the Seller as the customs or fiscal exporter;
- an intra-Community VAT identification number and a proof of delivery of the wines in another European Union Member State;
- a VAT-suspended acquisition document;
- a statement of purchase duty-free;

without this list being exhaustive. Otherwise, French VAT will be payable at the rate applicable at the time of delivery.

5. Changes to rates and conditions of sale

Prices conditions may be modified at any time by the Seller, in particular to take account of market fluctuations, the availability of the wines, the addition of a new tax or modification of an existing tax or any modification to the wines concerned (change in packaging methods, etc.).

6. Delivery – Delivery lead time

- 6.1.** In accordance with the EX WORKS Incoterm referred to in article 4, our shipments shall be deemed to have taken place at the cost and risk of the recipient.
- 6.2.** The Seller will endeavour to respect the delivery time specified for the order. Such delivery lead time is provided as an indication only for the professional Purchaser and no delivery made after the expiration of the said lead time shall give rise to the payment to the Purchaser of any damages, compensation, deductions or order cancellation. Moreover, such lead time is subject to the receipt in due time by the Seller of all necessary information to be provided by the Purchaser.
- 6.3.** The place of delivery will be designated by the Seller.

Delivery will be considered made:

- on the date communicated by the Seller – the Buyer must collect the wines on said date and at the place indicated for this purpose by the Seller;
- if the date could not be respected by the Seller: upon actual delivery of the wines ordered (at the place indicated for this purpose by the Seller) by the Seller to the Buyer or to the carrier designated for this purpose by the Buyer.

The Buyer or the carrier designated for this purpose by the Buyer must take possession of the wines ordered at the agreed place, date and time within six (6) months from the provision of the entire order.

At the end of this six (6) month period, it will be up to the Buyer to have the wines shipped from the Seller's warehouses or to conclude a storage services contract with the Seller.

Failing this, he will have to pay for the security of the wines which will be equal to 1% of the value of the wines in stock, monthly. Insurance costs will also be invoiced to the Buyer.

The Buyer – if he does not collect the order directly – will inform the Seller of the name of the carrier to whom the wines covered by the order must be entrusted.

Any voluntary assistance provided by the Seller in handling cannot in any way engage its liability.

6.4. The Seller may - at the request of the Buyer and subject to the prior consent of the Seller in this respect - deliver the wines ordered to the place indicated by the Buyer. In such circumstances, the Seller will inform the Buyer of the conditions and terms (see in particular prices) relating to this service.

It is specified that the Seller has for this purpose complete freedom in the choice of the means of delivery as well as concerning the choice of the carrier.

6.5. For each delivery, a delivery note will be drawn up showing, in addition to the date of delivery of the wines ordered, their description and quantity.

6.6. In the event of occurrence of any case of force majeure, the Seller shall, at its own discretion, be released, whether temporarily or definitively, from any delivery obligation, without compensation to the Purchaser. Such a situation – without this list being exhaustive – includes the following events:

- Destruction affecting all or part of the Seller's installations and means of storage and commercialisation ;
- Serious public disorder, war, strikes, riots, government action, epidemics and subsequent health crises, blockage of means of transport and communication, interruption of the energy supply ;
- Natural disasters, cold snaps or any other similar event ;
- Unavailability of wines, depletion of suppliers' stocks and any delays by the Seller's suppliers,

and more generally any events or causes beyond the control of the Seller, hindering and/or stopping the supplies and/or deliveries of the Seller or those of its suppliers, service providers and/or subcontractors, and preventing the Seller in good faith from delivering the wines covered by the order.

7. Receipt of the order – defects in compliance

7.1. In taking possession of the wines, the recipient must check the condition of the packaging.

- 7.2.** Any damage, loss or missing must be set out explicitly and in detail on the delivery note. Any qualifications must be confirmed to the carrier by registered letter within three (3) days of delivery for the professional Purchaser : after this period, no claim will be accepted (Art. L. 133-3 of the French Commercial Code).

All wines having been carefully checked before shipment, the Seller cannot accept any claim for damages for deterioration or removal of the whole or part of the wines during transport. Without prejudice to the provisions relating to the carrier, any claims regarding apparent defects or the non-compliance of the wine delivered with the wine ordered or the consignment note must be made in writing within a period of eight (8) days from the arrival of the wines for the professional Purchasers. It is the Purchaser's responsibility to provide evidence as to the existence of any defects or anomalies noted. It shall grant the Seller every opportunity to ascertain such defects and to remedy them. In particular, it shall at its own cost and risk send the relevant wines to the Seller at the Seller's request.

8. Liability

- 8.1.** In case of an EX WORKS delivery, the Seller shall not be held liable for any damage resulting from improper storage or handling of the wines after their departure of the cellars, including during transport managed or chartered by the Purchaser,.
- 8.2.** Concerning professional Purchasers, the Seller shall not be held liable for any immaterial or indirect damage suffered by the Purchaser (such as, but not limited to, operating loss, loss of profits, lost earnings, damage to image or brand) regardless of time, origin or cause of such damage.
- 8.3.** In the event of non-compliance of the wines – and insofar as it has been definitively recognised that this is the sole responsibility of the Seller, the Seller's liability is strictly limited – at the Seller's discretion – to the obligation:
- to replace the non-compliant wines with any identical or similar wines ;
 - to refund the price paid by the Purchaser to the Seller for the non-compliant wines.

9. Payment

- 9.1.** One or more deposits may be requested from the Buyer at the sole discretion of the Seller. A deposit may in particular be requested by the Seller before any order confirmation.

The fact that the Seller has not asked the Buyer for a deposit on an order does not prejudice the Seller's possibility of requesting deposits on other orders from the Buyer.

The deposit requested from the Buyer corresponds to a share, determined at the discretion of the Seller, excluding any delivery costs. It is specified that French VAT is in principle payable on any deposit payment relating to a delivery of wines unless the Purchaser can justify of any applicable exemption or suspension of VAT in accordance with Article 4.

- 9.2.** Unless stated otherwise, our invoices are payable to our head office within sixty (60) days. Terms of payment may not be delayed for any reason whatsoever, even if it is contentious. No complaint about the quality of a wine shall be considered suspensive of payment.

No discount will be applied for early payment.

- 9.3.** Payments shall be made in Euros (€) by cheque, bank transfer, direct bank draft or subject to acceptance or, more generally, by any method of payment expressly accepted in advance by the Seller.
- 9.4.** In the event of late payment, the Seller may suspend all orders in progress without prejudice to any other course of action. Where a deposit is paid by the Purchaser to reserve wines, particularly where this is in respect of wine futures, the deposit will be definitively owned by the Seller even if the Purchaser decides not to proceed with the reservation. This amount being therefore retained as compensation for prejudice to the Seller for failure by the Purchaser to comply with its obligations, without the latter being entitled to require the delivery of wines corresponding to the value of the deposit, and without prejudice to any other claim.

Any payment of the invoice not made on its due date makes the total balance of the debt in our books due without prior notice and accrues late payment interest equal to three (3) times the legal interest rate for the professional Purchaser. Late payment penalties run until full payment of the amount due.

Furthermore, by express agreement between the parties, and unless postponement is requested and expressly granted by the Seller, non-payment for our wines by the deadline set by a professional Purchaser shall result in payment of a penalty of a sum equal to fifteen (15) percent (%) of the amount outstanding, by way of damages.

- 9.5.** In all cases referred to above, any sums due for other deliveries or for any other reason shall immediately become due. Any partial payment shall first be deducted from the non-privileged part of the debt and then from the amounts which were due first. From the payment incident, any new invoice is payable either in cash at a discount or by sight draft.
- 9.6.** For the professional Purchasers, any order not paid by the due date will incur a lump-sum allowance for collection costs of 40 euros. Where the recovery costs incurred by the Seller exceed the amount of this lump-sum allowance, the Seller reserves the right to request additional compensation on presentation of the corresponding supporting documents.
- 9.7.** In the event of cessation of business by the Purchaser, any certain and liquid debt shall be payable immediately. The Purchaser expressly authorises the Seller to offset the amount of rebates against any arrears.

10. Specific provisions for sales of primeur wines

- 10.1.** The sale of primeur wines corresponds to the sale of wines still maturing in barrels, with delivery only taking place once the wine has matured and been bottled. The Purchaser declares that he is aware of the nature, destination and characteristics of the primeur wines and places an order with full knowledge of the facts.
- 10.2.** The Purchaser declares that he is aware of the specific provisions applicable to orders for primeur wines. Only the provisions of this article derogate from these GTCS and only apply to sales of primeur wines due to their specific nature.

10.3. Deposits will be requested from the Buyer by the Seller in order to reserve primeur wines and before the wines are made available. These deposits are the subject of deposit invoices and can, where applicable, reach 100% of the amount of the order excluding any delivery costs. It is reminded that French VAT is in principle payable on any deposit payment relating to a delivery of wines unless the Purchaser can justify of any applicable exemption or suspension of VAT in accordance with Article 4.

10.4. Primeur wines sold are delivered depending on the availability of the wines from the estates. The Seller cannot be held responsible for any delay in delivery.

11. Title retention clause and solvent purchaser

The Seller shall retain ownership of wines delivered and listed on invoices wherever they are until full payment of the price in principal and any additional charges.

The transfer of risk shall take place from the point of departure of the wines from our cellars and warehouses. The Purchaser shall take out insurance covering risks relating to the wines delivered by the Seller from departure from our cellars and warehouses.

The Purchaser will ensure that the wines subject to a reservation of ownership remain identifiable in its premises until full payment rendering the reservation of ownership clause null and void. Wines in stock are presumed to be those unpaid.

If the wines delivered have been resold before full payment, any wine of the same type as those delivered over the last six months by the Seller and being in possession of the Purchaser may be reclaimed, at the expense of the Buyer and without prior summons, for an assessed value equivalent to the Seller's current price, without prejudice to the payment to the Seller of any damages therefor. The Seller and/or its carrier will therefore be authorized to enter the Purchaser's premises to collect the wines covered by the title retention clause. This procedure is not exclusive of other legal actions or proceedings that the Seller may decide to initiate.

In the event of seizure or any other third party intervention in respect of the wines, the Purchaser must inform the Seller as a matter of urgency and without delay, to enable it to oppose this and to preserve its rights. The Purchaser is further prohibited from pledging or creating security over the wines.

The Purchaser is entitled, in the normal course of its business, to resell the wines which are the subject matter of this contract. However, if the wines are resold before full payment, the Purchaser shall inform the subsequent Purchaser of the existence of a title retention clause and shall at first request inform the Seller of the names and addresses of Purchasers and the remaining amount due by them, except of course in case of retail.

These provisions may be invoked as soon as a payment deadline is missed.

12. Title retention clause and insolvency

If the Purchaser becomes subject to insolvency proceedings, it undertakes to inform the Seller of this by registered letter with acknowledgment of receipt within eight (8) days of delivery of the judgement declaring the initiation of insolvency proceedings, so that the Seller is able to claim the wines in kind from among the assets of the Purchaser.

13. Personal data

The personal data of the Purchaser (or his representatives) transmitted to the Seller will be used by the latter for the purposes of processing and managing the Purchaser's order.

Personal data are collected in accordance with article 6.1 b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

These data are intended exclusively for the Seller. It may, however, be communicated to third parties in response to an injunction issued to the Seller by the legal authorities.

These personal data are kept for the duration of the commercial relationship between the Purchaser and the Seller and beyond for a period of three (3) years for commercial prospecting purposes.

The data may also be kept for a longer period in order to comply with a legal or regulatory obligation or to exercise a right, for the time required to fulfil the obligation or exercise the right in question.

The natural person whose personal data has been communicated to the Seller by the Purchaser, who can prove his identity, may exercise his right to access, rectify and/or delete the information concerning him that appears in the Seller's databases, by sending a request to the Seller by post to its registered office.

The person mentioned above also has the right to limit the processing of his personal data, to have his personal data deleted, the right to portability, to withdraw his consent and to lodge a complaint with the French data protection authority (CNIL).

The person mentioned above may also object to his personal data being used for prospecting purposes and, more generally, to his personal data being processed for legitimate reasons.

These rights detailed above may be exercised by contacting the Seller at the following e-mail address : contact@the-wine-merchant.com.

The person concerned may give general or specific instructions to a trusted third party certified by the CNIL or to the Seller respectively, relating to the retention, deletion and communication of his personal data after his death. The person may designate a person to be responsible for their execution and may modify them at any time.

In the absence of instructions given during his lifetime, his heirs will be able to exercise certain rights, in particular the right of access.

14. Commercial disputes

Any commercial claim or dispute on the part of the professional Purchaser relating to the whole of the commercial relationship existing with the Seller concerning year N, must be formulated at the latest within twelve (12) months following the expiry of the calendar year in respect of which the sum is due.

Failing this, and by express derogation from the provisions of article L. 110-4 of the French Commercial Code, no claim or dispute may be submitted and will therefore be considered to be time-barred and therefore inadmissible.

15. Applicable law - Jurisdiction - Disputes

- 15.1.** All contractual relationship between the Seller and the Purchaser resulting from the application of these GTCS will be subject in all respects to French law.
- 15.2.** The parties agree that any disputes relating to the enforcement or interpretation of these GTCS and more generally concerning the commercial relationship existing between the Seller and the professional Purchaser, which could not have been resolved amicably within thirty (30) days shall fall within the sole jurisdiction of the Commercial Court of Bordeaux (FRANCE).

This clause applies even in the case of summary proceedings, incidental claims or multiple defendants, and regardless of the method and terms of payment as accepted in the conditions defined above by the Seller.

The Seller will nevertheless have the right to apply to any other competent court, in particular that of the registered office of the Purchaser or that of the location of the wines delivered.

THE WINE MERCHANT

Simplified joint stock company with capital of €1,160,000
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