



## GENERAL TERMS AND CONDITIONS OF SALE FOR VIN PRIMEURS

### 1) Acceptance of the present General Terms and Conditions of Sale

The act of a client, hereafter referred to as the Buyer, placing an order for *vins primeurs* with the company LEGRAND FILLES & FILS S.A., hereafter referred to as the Vendor, implies the Buyer's full and complete acceptance of the present general sales terms in their applicable version on the date the order is placed. Except in the case of formal written acceptance by the Vendor, no specific purchasing conditions can prevail over these general sales terms, which are subject to French law.

### 2) Offer validity

Offers are valid until 30 September of each year and within the limits of the allotments available. Some wine producers subject their clients to limited order terms which the Vendor must observe. Furthermore, by virtue of the limited quantity of wines available, the Buyer is hereby informed of the possibility that the *vins primeurs* that the Buyer orders could become unavailable between the time of the offer and the Vendor's receipt of a firm, definitive order. In this case, the Legrand Filles et fils company will notify the Buyer as soon as possible and propose a substitute which will replace the first choice if the Buyer agrees to this substitution. If the Buyer does not agree, the company Legrand filles et fils will reimburse the Buyer as soon as possible for the part of the deposit paid corresponding with the unavailable wines not being replaced.

### 3) Order

No order is considered valid and firm until the Vendor has received a deposit representing the total price of the wines ordered, to the exclusion of taxes and delivery. Payment may be made by bank transfer, cheque or certified cheque to the order of the company Legrand Filles et Fils, 1 rue de la Banque, 75002 Paris; by bank card over the telephone or on the order form; or on the Internet via a secure payment system. The Buyer is sent an "ownership certificate" as notification that the order is valid and firm.

### 4) Responsibilities of Vendor and Supplier

The wines offered by the Vendor have been purchased and approved by the intermediary of sworn brokers. However, the wine producers are the only parties responsible for the production of their wines, the terms of their wines' availability, and the decision to make their wines available. If, for quality reasons, a wine producer decides not to sell a vintage, the deposit paid by the Buyer for the said wines will be fully reimbursed within thirty (30) days of the said decision, without interest, and with no potential for holding the Vendor accountable in any way, shape or form, except in the case of an agreement between the Buyer and the Vendor on a substitution for the unavailable wines. Likewise, the same terms apply in case of an accident resulting in the destruction or significant damage to the merchandise in terms of quality: the Buyer will be reimbursed the amount paid for these wines with no possibility of holding the Vendor accountable in any way, shape or form, except in the case of an agreement between the Vendor and Buyer to replace the wines that have become unavailable.

### 5) Prices

The prices of wines sold as *vins primeurs* are expressed in euros. The amounts indicated are tax-exclusive. Prices include the bottling and packing of the wine at the property in wood crates or cardboard boxes and provision on an Ex Works basis at the Vendor's warehouse in Bordeaux, to the exclusion of transport, delivery, and any bottling and packaging expenses other than those described in Article 6 of the present sales terms. The V.A.T. and any related taxes and expenses will be those applicable at the time of delivery, and will be charged in addition to the other fees on the definitive invoice.

### 6) Special Formats & Packagings

The usual format for the bottling of *vin primeurs* is the standard bottle. However, at the Buyer's request, the Legrand filles et fils company can provide any of the following formats: half bottle, Magnum, Double Magnum and Imperial. These special formats are subject to specific rates listed in the order forms.

Likewise, the wine producers usually pack the wines in wood crates of twelve standard bottles or six Magnums. For orders of amounts that do not correspond with the multiples of these units, the Buyer will be charged an additional cost listed in the rates. Please note: If the wooden crate of twelve (12) bottles is not available with the wine producer, no packing charge will be invoiced for the wooden crate of six (6) bottles.

In the two cases described above, the Buyer's requests must be made known to the Vendor before the expiration of the offer validity period as it is described in Article 2 of the present general sales terms.

### 7) Provision & Invoicing

When the wines are made available by the producers - generally in the first six months of the third calendar year after the harvest - the Vendor will contact the Buyer to confirm the place and conditions (date, time and address) of collection or delivery of the wines ordered, and hereby specifies that the totality of the wines ordered by a single Buyer will be delivered to a single address. The definitive invoice will specify the amount of VAT and the delivery charges to be settled. The wines will only be delivered to the Buyer after collection of payment of the definitive invoice amount. In the case of an agreement to deliver the wines to Paris and/or elsewhere according to the Buyer's request, in which case the wines will not be directly collected in Bordeaux by the Buyer, the provision fees will include the transport

and/or delivery fees. For reference, the cost of transport for a crate of twelve (12) bottles from Bordeaux to Paris is 9.00 euros as of 1 June 2017. This rate is subject to adjustment at the time of delivery.

The wines are transported at the cost and risk of the Buyer. It is therefore the Buyer's responsibility to verify the content of the consignment upon delivery, to declare any damages on the dispatch note, and to send notification to the Vendor's headquarters by registered letter with acknowledgement of receipt in any case.

### 8) Delivery & Security

If delivery cannot be completed due to an error, an omission, a failure to update the delivery address or the Buyer's failure to confirm such an update, the fees for a renewed delivery requested by the Buyer remain at the Buyer's charge. However, if the delivery cannot be completed due to the Vendor's default, the delivery will be renewed as soon as possible at the Vendor's charge. In the absence of delivery completion before September 30<sup>th</sup> (the year of availability) due to the Buyer's default, the Buyer will be charged with the resulting storage and insurance fees based on the applicable wine storage rates starting October 1<sup>st</sup>. The Vendor makes information on these storage conditions available to the Buyer.

### 9) Title retention clause

**Although the assignment of an "ownership certificate" is equivalent to a reservation certificate, the wines ordered by the Buyer remain the full property of the Vendor until the full settlement of the total price as it appears on the definitive invoice has been definitively collected.**

### 10) Rescission of sale

In the case where the Buyer has, in any way, shape or form, not enabled the delivery of the wines for six months from the provision notification, the Vendor is the sole party to have the right to declare the unilateral rescission of the transaction. This declaration will be validly notified by recorded letter with confirmation of delivery sent to the Buyer's last known address, and will be effective even if this document is not collected and is returned to the Vendor by the postal services for any reason whatsoever. As of this notification, the Vendor may freely dispose of the wines, and the deposit paid will be reimbursed to the Buyer after deduction of administrative and restocking fees of 20% of the amount paid ex VAT. The net amount will be credited to the Buyer's client account and will remain available to the Buyer for five years starting from the order date. In the case of a dispute, the relevant court of law will be the *tribunal d'instance* or the *tribunal de grande instance*, depending on whether the dispute amounts to 10.000 or more.

### 11) Legal information

**Minors:** Article L3342-1 of the French Public Health Code prohibits the sale of alcohol to minors. Any person ordering wine from the Vendor hereby confirms being over eighteen years of age at the order date. The Vendor cannot, in any case, be held liable if the Buyer proves to be a minor.

**Alcohol abuse:** Alcohol abuse is dangerous for health. It is therefore to be consumed in moderation.

**Data protection and civil liberties:** The personal information provided by the Buyer is solely to be used by the Vendor, who agrees not to sell, rent, or divulge the said information to third parties.

By virtue of the French law no. 78-17 of 6 January 1978, Buyers have the right to access and amend the personal information pertaining to them. To exercise this right, requests should be sent to LEGRAND FILLES & FILS S.A., 1, rue de la Banque 75002 PARIS.

### 12) Right to withdraw

Under the exception provided in the paragraph g of the article 16 of the European Directive 2011/83/UE, the right of withdrawal is excluded from sales contracts concerning en-primeur wines.



## GENERAL TERMS AND CONDITIONS OF SALE

### For Tuesday Tasting

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Two-hour tastings take place on Tuesday evenings from 8 p.m. to 10 p.m. at Salon Lucien Legrand – 9/11 Galerie Vivienne Paris 2<sup>nd</sup> Arrondissement

Please come early, as we will begin at 8 p.m. sharp.

Registration is only definitive upon full settlement of the tasting, which must be received at least 48 hours before the tasting.

In case of force majeure, or if the number of people registered for a tasting proves insufficient (with at least eight people needed to participate), we reserve the right to postpone or cancel the tasting. In this case, we will notify you ahead of time and refund or reschedule the registrations that have already been settled.

Cancellations are accepted as long as notification is received 72 working hours before the tasting, in which case a refund or rescheduling may be granted. After this deadline, no refunds will be issued.

### For the Wine School

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Two-hour lessons take place on Monday evenings from 8 p.m. to 10 p.m. at Salon Lucien Legrand – 9/11 Galerie Vivienne Paris 2<sup>nd</sup> Arrondissement

Please come early, as we will begin at 8 p.m. sharp.

Registration is only definitive upon full settlement of the tasting, which must be received at least 48 hours before the tasting.

In case of force majeure, or if the number of people registered for a tasting proves insufficient (with at least eight people needed to participate), we reserve the right to postpone or cancel the tasting. In this case, we will notify you ahead of time and refund or reschedule the registrations that have already been settled.

Cancellations are accepted as long as notification is received 72 working hours before the tasting, in which case a refund or rescheduling may be granted. After this deadline, no refunds will be issued.

### For Legrand Thursdays

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The sessions begin at 8:30 p.m. sharp at Vinothèque – 12 Galerie Vivienne Paris 2<sup>nd</sup> Arrondissement

Please come early to allow for the firm start time.

No reservations are accepted for these sessions.

Payment for the sessions must be made at the reception by cash or cheque.