



DOMAINE GAYDA

GENERAL SALES CONDITIONS

Application of conditions

In these conditions “seller” “our” or “us”, refers to SARL Domaine Gayda (France), and “buyer” refers to the individual firm or company to whom a quotation is addressed or whose order is accepted by the seller.

All references to prices, goods or services contained in the conditions shall be taken to mean the prices, goods and services detailed in the relevant order form issued by the seller.

Article 1 - Subject

Any written purchase order implies full acceptance of the sale conditions defined below. These conditions replace all other general sales conditions.

Article 2 -Validity of offers and pricing

Our offers are valid one month from date of confirmation, and subject to stock availability. Any amendment to our offer gives rise to a new offer, which must be expressly approved by us. Commitments made by our agents or representatives are non binding unless confirmed in writing by the seller. Our offers are ex cellars, excluding taxes, unless expressly confirmed otherwise in writing.

Article 3 - Shipments /Collections

Lead times are indicative. Delays cannot justify the cancellation of an order, or give rise to payment of damages. It will be the buyer's responsibility to inform the seller at the time of placing an order of all legal requirements applicable to his country regarding packaging and product markings. Any additional costs arising from such legal requirements are the responsibility of the buyer.

Article 4 - Guarantee and product conformity

The buyer expressly renounces any claim relative to article 1587 of the Civil Code and accepts variations within the limits of analytical norms of the selected wines. Our responsibility being limited to the supply of wine of fair marketable quality. In the case of error, hidden or recognised defects, the guarantee is limited to replacement of the defective wines, or their reimbursement in exchange for their return at our expense. Any notion of damages for commercial or financial prejudice is excluded.

Article 5 -Transfer of responsibility

Unless contractually agreed otherwise, our wines travel at the buyer's risk.

Article 6 - Claims

It is the responsibility of the buyer to verify the conformity of the wines at point of collection or receipt of goods, whichever is applicable. Any claim must be made within 10 days from the date of receipt. No return will be accepted without the prior agreement of the seller.

Article 7 -Application

The seller may subordinate application of the contract to any administrative or financial conditions he deems necessary.

Article 8 - Penalties and termination

In the case of non respect of his obligations by the buyer, notably failure to effect payment on the due date, and following notification of this failure by registered letter left unanswered, the seller may demand at his discretion:

- Payment of interest at a rate equal to the BCE “Refi” rate increased by 7 points and calculated per day of delay.
- Immediate full payment of all outstanding invoices, including those not yet due.
- Payment of compensation representing 15% of the total amount due, in addition to legal fees and standard interest.
- Termination of contract to the benefits of the seller.

Termination will be effective 15 days following official notice left unanswered.

- According to article L441-6 of the French law “Code du commerce”, in the event of late payment an indemnity fee of 40 (forty) euros, tax included, will be charged for recovery costs.

Article 9 - Reserve of ownership

The wines remain the property of the seller until full payment is received, including any penalties or interest due. This clause is governed by the terms of the act of the 12th May 1980 and 25th January 1985.

Article 10 - Force Majeure

Throughout the duration of the Force Majeure, the seller is released from the contractual requirement to deliver goods under suspension of the sales contract. The seller must inform the buyer of the situation by all possible means. The Force Majeure however does not justify suspension of payment for goods already received. Examples of Force Majeure include, but are not limited to, the following: transport strikes, riots, fires, unforeseen change of legislation unknown at time of order of shipment, natural catastrophes, delays or faulty goods suffered from the seller's suppliers.

Article 11 - Disputes

Unless contractually agreed otherwise, the sales contract is governed by French law. Any dispute shall be dealt with exclusively by the tribunal de Commerce of CARCASSONNE.