

# LEGAL NOTICES

## IDENTITY OF THE EDITOR OF THE INTERNET SITE vignobleschateaux.fr

### Identity of the Editor :

The internet site 'vignobleschateaux.fr' is exploited by S.A.R.L. Tant qu'il y aura des Vins, a limited responsibility company with capital of €8000. Registered at the Registre du Commerce et des Sociétés de Libourne (Libourne Trade Register), registration number: 448985614.

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**Identity of the Publication Editor** : Nicolas BLAISET

### Internet Site Hosting :

The internet site 'vignobleschateaux.fr' is hosted by the company S.A.R.L. 1&1 Internet, 7 place de la Gare, BP 70109, 57201 Sarreguemines Cedex, France. **Telephone number** : +33 82 50 80 20.

Email: support@1and1.fr

## PERSONAL DETAILS - PRIVACY NOTICE

The personal details of internet users gathered by the site 'vignobleschateaux.fr' are collected and used in accordance with law number 78-17 of 6th January 1978, otherwise known as The Data Protection Act.

S.A.R.L. Tant qu'il y aura des Vins and its editor, Nicolas BLAISET, are responsible for the processing of this information.

The personal details gathered by the site are exclusively for use by S.A.R.L. Tant qu'il y aura des Vins. No personal details are communicated to a third party.

We use the details to handle orders, deliver products, update our records and maintain the accounts of our internet customers.

The details gathered may also be used to communicate promotional offers and newsletters from S.A.R.L. Tant qu'il y aura des Vins and its partners. This communication will only be undertaken if the client has authorized it by ticking the relevant box on the inscription form.

It is noted that the details gathered on our 'Contact Us' page are strictly reserved for use in answering the client's questions.

Conform to the previously mentioned law; the Internet client has a right of access, of rectification and of deletion of personal details concerning them. To exercise this right, the client should address his request, by post, to : 1, rue du Clocher, 33330 Saint Emilion, France OR by email to : contact@mesprimeurs.com  
The internet user also has the right to refuse the collection of his personal details.

The internet user is informed that the details communicated by means of the forms on our internet site and identified by an asterisk, are necessary to allow the processing of their order for products or for answering their queries. The transfer of an order or the response to a query cannot be undertaken if all the internet user's details are not complete and correct.

### Cookies

In order to memorize the language chosen, as well as the products placed in the shopping basket, S.A.R.L. Tant qu'il y aura des Vins, uses cookies. Cookies do not allow the identification of the internet user, but simply record information relevant to the navigation of your computer on the site (e.g. pages consulted and

the time and date of visit).

These cookies are issued by mesprimeurs.com and Google Analytics. They contain the following elements: session identifier, field identifier, field parameters and domain parameters.

The length of time that the recorded information is kept can vary from a couple of months to years, depending on the length of the session.

You may refuse the recording of cookies or be warned before accepting cookies by configuring your computer in the following manner :

**Microsoft Internet Explorer 5 :**

Click on 'Tools'

'Internet Options'

'Security'

'Custom level'

In the scroll-down menu, go to 'Cookies' and

'Allow cookies'

Choose 'Ask', if you wish to be warned about cookies OR

'Refuse' or 'Deactivate' to refuse all cookies

**Microsoft Internet Explorer 6 or 7 :**

Click on 'Tools'

'Internet Options'

'Privacy'

'Settings'

In the scroll-down menu, select the desired setting.

**Firefox :**

Click on 'Tools'

'Options'

'Privacy'

Tick 'Accept cookies' box to accept cookies

For further information you can consult the 'Help' menu on your browser toolbar.

## **INTELLECTUAL PROPERTY**

The internet site 'vignobleschateaux.fr' is the property of S.A.R.L. Tant qu'il y aura des Vins.

This internet site is furthermore protected by the law of intellectual property including text, images, photographs, illustrations and logos, themselves protected by the law of industrial or intellectual property.

The utilization by the internet user of the site mesprimeurs.com is strictly reserved for private use. The right to utilisation by the internet user is limited to the consultation of the information on the internet site 'vignobleschateaux.fr'

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Any infraction of this article is liable to both criminal and civil punishment, notably in relation to counterfeiting and will entail the payment of damages.

## **TERMS AND CONDITIONS OF SALE**

### **ARTICLE 1 : FIELD OF APPLICATION**

**1.1** These conditions of sale apply to all long-distance sales undertaken by the company Tant qu'il y aura des Vins (hereafter known as "the Vendor") to a non-professional internet user (hereafter known as "the Client") through means of the internet site at the address 'vignobleschateaux.fr' (hereafter known as "the Site 'vignobleschateaux.fr'").

**1.2** The offer proposed by the Vendor on the site 'vignobleschateaux.fr' is destined exclusively :

To private and/or non-professional individuals. Negotiants, importers, wholesalers and retailers are excluded.

Individuals of a minimum of 18 years of age who are legally entitled to sign a contract.

It should be noted that the sale of alcohol to minors is strictly forbidden and is punishable by law under article L3353-3 of the Public Health Act. The Client who places an order on the Site 'vignobleschateaux.fr' declares himself to be have a minimum age of 18 years at the date of the order being placed.

To the territory of France and all countries of the European Union.

### **ARTICLE 2 : ACCEPTANCE OF GENERAL CONDITIONS**

The act of placing an order on the Site mesprimeurs.com implies adhesion by the Client to the general conditions of sale.

This adhesion is manifest by the placing of the order (see below). If these conditions are not accepted, no order may be placed by the Client on the Site 'vignobleschateaux.fr'.

### **ARTICLE 3 : APPLICATION DATE OF GENERAL CONDITIONS**

These general conditions of sale are effective from Tuesday 20th April 2011.

### **ARTICLE 4 : PRODUCT CHARACTERISTICS**

Bearing this in mind, the Client is reminded that the products ordered are notably characterised by variable organoleptic qualities for which the Vendor can provide no guarantee (without prejudice for the legal guarantees mentioned hereunder).

It is also noted that sales concluded through the Site mesprimeurs.com are not sales for the purpose of organoleptic verification of the wine, given that the Client may not taste the wine before the sale is concluded.

The Client is thereby informed that orders passed on the Site 'vignobleschateaux.fr' constitute firm and definitive orders, which can, however, be cancelled in circumstances outlined in law, particularly concerning non-availability of products, force majeure or the right of retraction as outlined below.

### **ARTICLE 5 : ORDER PROCEDURE**

**5.1** The procedure for an order consists of the following steps:

#### **1. Selection of the Products**

The Client selects the products and the quantities which he wishes to order. He can at any moment verify the products selected by consulting the 'My Basket' function.

In this regard, it is specified that the quantity of products permitted to be ordered is limited, relative to the

product and for each order, to 120 units (120 bottles of 75cl each). For all purchases of a higher quantity, the Client must contact the Vendor directly in order for the latter to consider his request.

## **2. Identification of the Client**

The Client must fill out the identification form, indicating surname, name, email address, invoicing address and delivery address.

It is the obligation of the Client to provide exact and complete information and to ensure its updating subject to any modifications.

## **3. Choice of mode of delivery and mode of payment**

The Client then selects the mode of delivery of the products and the mode of payment.

## **4. Summary of the Order**

A summary of the order is then submitted to the Client.

The Client therefore has the opportunity to modify his order by clicking on the 'Change My Order' function. In this event, a new summary of the order will be submitted to the Client.

## **5. Acceptance of the General Conditions of Sale**

Before confirming the order, the Client must read the general conditions of sale featured on the Site 'vignobleschateaux.fr' and validate his acceptance of the conditions by ticking the box indicating this acceptance. In doing so, the Client declares his recognition and acceptance of the general conditions of sale.

## **6. Confirmation of the Order**

Having accepted the general conditions of sale, the Client confirms definitively the contents and the total of the order.

This confirmation, which implies the acceptance by the Client, is realized by clicking the button "Confirm my order" and, upon reading the message "In choosing my mode of payment, I am confirming my order." clicking the button "CB, Visa or MasterCard".

## **7. Payment**

Once the Client has confirmed the order, the Client then pays a deposit, the sum of which is equal to 100% of the total order, including Sales Tax/VAT and delivery.

**5.2** The order, once confirmed by the Client, will be confirmed by an email from the Vendor, thereby confirming the recording of the order.

**5.3** It is specified that the Vendor reserves the right to refuse the order placed by the Client in the case of :

- orders exceeding, by content or by frequency, the needs of a non-professional and, as a general rule, in the case of an irregular order or bad faith on the part of the Client.
- In the event of information being provided by the financial institution charged by the Vendor to manage the payment of the order, rendering impossible the method of payment chosen by the Client.
- In the case of a legitimate motive, as mentioned in article L122-1 of the Consummation Code.

In this case, the Client will be informed by email by the Vendor.

## **ARTICLE 6 : UNAVAILABILITY OF PRODUCTS**

It is noted that the products proposed for sale on the Site 'vignobleschateaux.fr' are exclusively wines and that their sale and commercialisation, in particular with regard to available quantities, are dependent on the decision of the producer.

In the event that the Vendor, with regard to available quantities, is unable to fill all the orders placed by the Clients, the orders will be processed in chronological order according to the date of their validation.

In the case of unavailability of a product after the confirmation of the order by the Client, the Vendor will inform the Client by email as soon as he has been made aware of this unavailability by the supplier. In this case, the Vendor will reimburse the Client in the shortest of delays, at latest 30 days after payment. If offered by the Vendor, the Client may opt for a product of an equivalent quality and price or for a credit voucher.

The costs of return of the product of an equivalent quality and price, resulting from the right of retraction, are at the Vendor's charge.

## **ARTICLE 7 : RIGHT OF RETRACTION**

In accordance with the measures of article L121-20 of the Consumption Code; the Client has the right of retraction, thereby allowing him to cancel his order.

This right can be exercised, without means of justification or payment of penalties, during a period of 7 days following the reception of the products ordered.

If this period of 7 days expires on a Saturday, a Sunday or a public holiday, it is extended until the first following working day. In accordance with the measures of article L121-20-2 of the Consumption Code, it is noted that the right to retraction may not be exercised in the case of products supplied with specifications or personalisation specified by the Client, which by their nature, cannot be resold or are liable to rapid deterioration or expiration. In addition, the right of retraction may not be exercised if the product is returned unfit for commercialisation or sale.

In order to exercise his right to retraction, the Client must return to the Vendor the product or products during the period indicated and demand a refund. If the right to retraction is exercised, the Vendor must refund the Client within the shortest of delays and, at latest, 30 days following the exercise of the right of retraction. Beyond this delay, the sum due will be subject to interest at the legal rate currently in force.

The Vendor will refund the total of the sums paid by the Client (notably, the initial delivery costs) with the exception of the costs of return of the product or products, which is the responsibility of the Client. This refund can be made by any method. If offered by the Vendor, the Client may opt for another mode of refund.

## **ARTICLE 8 : PRICE/PAYMENT**

### **8.1 Price of the products**

The prices mentioned on the Site 'vignobleschateaux.fr' are quoted in Euros (€),

All taxes included (TTC) and exclusive of delivery costs (see below).

The prices and conditions of sale applicable to the order are those mentioned on the Site 'vignobleschateaux.fr' on the day of confirmation of the order by the Client.

It is noted that in accordance with the regulations relating to the payment of taxes, the taxes applicable to the order, notably Sales Tax/VAT, are those in use on the day of the delivery (without impact on the order total TTC to the Client).

### **8.2 Costs of Delivery**

The costs related to the delivery of the products ordered are to be found on the Site 'vignobleschateaux.fr' and noted beforehand, at the time of placing the order. They are decided according to the zone of delivery, the quantity or volume of the order and the mode of delivery chosen (see below, article 10.2).

It is noted that an order may be subject to more than one delivery, this division of the delivery having no bearing on the cost of the delivery noted during the placing of the order.

### **8.3 Dates ; Payment Deadlines; Invoicing**

During the placement of an order, the Client will pay a deposit, the sum of which is equal to 100% of the total order including Sales Tax/VAT and delivery.

Upon reception of the deposit, the Vendor will send a pro-forma invoice to the Client, as well as a receipt for the value of the deposit. The balance total for the order must be paid upon receipt of the products.

To this effect, when the Vendor is informed of the availability of the wines by the producer, he will send the Client an email informing him of the date of the delivery of the product, as well as the final invoice to be paid.

### **8.4 Method of Payment**

The prices are payable in Euros (€).

The Client may pay for his order by bank card on the Site 'vignobleschateaux.fr'. Payment by bank card is made using a secure payment system (SSL) in accordance with French and international interbank regulations. The SSL protocol is an encoded system for the input and transfer of bank details. During payment, the Client is automatically redirected to the Vendor's bank site. The latter has, at no time, access to the Client's bank details; he is simply informed by his bank that the transaction has been processed.

## ARTICLE 9 : RETENTION OF PROPERTY CLAUSE

Following convention, the transfer of property of the products ordered on the Site 'vignobleschateaux.fr' takes place only at the delivery of the products and upon payment in total for the order, including costs, accessories and delivery.

## ARTICLE 10 : DELIVERY

### 10.1 Date and Deadline of Delivery

Once the Vendor has been informed of the availability of the wines by the producer, he will inform the Client and specify the date on which the products ordered can be delivered.

In all circumstances, the Vendor undertakes to deliver the products within a maximum of 3 years from the day of the Client's order. This delay represents the deadline for the delivery of the order by the Vendor. In the case of the non-respect of this deadline, the Client may demand the cancellation of the order, in accordance with the measures in article L121-20-3 of the Consummation Code and article L114-1 of the same code which states: "The consumer may terminate the sales contract for goods or services by registered letter in the case of the overrun of the delivery date of the goods or the execution of a service by more than 7 days which is not due to a force majeure. The contract is, should the case arise, considered as broken at the reception by the Vendor or the provider of the service, by the letter in which the consumer informs them of his decision, if the delivery has not taken place or if the service has not been performed between the sending of the letter and the reception of the letter. The consumer exercises this right during a period of sixty days with effect from the date indicated for the delivery of the goods or the performance of the service."

In such circumstances, the Vendor will refund the Client in the briefest of delays and at latest, 30 days after the date of the exercise of this right. Beyond this date, the sum due will be subject to interest at the legal rate currently in force.

If offered by the Vendor, the Client may opt for another method of refund.

### 10.2 Place and Method of Delivery

The zone of delivery of the products is limited to the following territories: Mainland France and all countries of the European Union.

For all deliveries outside of these territories, the Client is asked to contact the Vendor in order for the latter to consider his request.

During the placement of the order, the Client chooses the place of delivery. It may be the shop (or warehouse) of the Vendor, situated at 1, rue du Clocher, 33330 Saint Emilion, France or an address communicated by the Client while placing the order.

It is nevertheless noted that if the Client wishes, after confirming the order, he may change the place of delivery and/or the mode of transport. He has the option to ask this of the Vendor and to make new arrangements with him.

It is up to the Client to confirm the order, notably with regard to the specifications of the products in terms of size, volume and weight, and to ensure that the products may be delivered by normal means of access and that there are no obstacles to the delivery (such as stairs, lifts, entry doors).

**10.3.** Shipping charges on 1st January 2010. The price of shipping can be asked to the Vendor by e-mail or by phone depending of the quantities and localization. The Client will choose once his order will be physically in the cellar of the Vendor.

	12 blles	24 blles	36 blles	48 blles	60 blles
France	25 €	50 €	65 €	80 €	90 €
Europe Border*	49 €	75 €	85 €	100 €	110 €
Rest of Europe **	70 €	100 €	115 €	130 €	140 €

\*Europe Border : Allemagne, Autriche, Belgique, Espagne, Irlande, Italie, Luxembourg, Pays-Bas, Portugal, Royaume-Uni.

\*\*Rest of Europe : Andorre, Bulgarie, Danemark, Estonie, Finlande, Grèce, Hongrie, Jersey, Guernesey, Lettonie, Liechtenstein, Lituanie, Pologne, Roumanie, Saint-Marin, République Slovaque, Slovénie, Suède, République Tchèque, Suisse (20kg max).

**MITJAVILE (caisse bois) / France :**

12 blles = 29 €	48 blles = 49 €
24 blles = 39 €	60 blles = 55 €
36 blles = 45 €	72 blles = 59 €

**ARTICLE 11 : RECEPTION AND CONFORMITY**

Upon delivery, the Client must verify the nature, state, quantity and, generally speaking, the compliance of the products delivered with the order concerned.

To this end, the Client should make all necessary examinations in order to note any possible damage, omission or non-compliance, in particular with regard to the state of the packaging, the number of packages, the quantity of products, their reference numbers, their state and their characteristics.

If the Client notices something wrong with the product, he must inform the Vendor in writing (registered letter), detailing the following information in order to facilitate the processing of his request: surname, name, postal address, telephone numbers, invoicing and delivery address for the package, the reference number of the products concerned, the ID number of the delivery concerned and the specific information relating to the non-compliance noted.

The Client must facilitate the Vendor, or a third-party nominated by him, by all means necessary, in the examination of the product said to be damaged or in non-compliance. To this effect, the Client must refrain from intervening personally or through a third party and must take all precautions to preserve the integrity of the presumed non-compliant product.

**ARTICLE 12 : GUARANTEE**

The Vendor is liable for the faults and defects as detailed in articles L1641 to L1649 of the Civil Code.

To this end, the following measures are noted :

Extract from the Consummation Code :

Article L211-4 : "The vendor is obliged to deliver the goods conforming to the contract and to respond to any faults in conformity noted during the delivery. He must also respond to faults resulting from the packaging, the assembly instructions or installation instructions when the latter is his responsibility in accordance with the contract or has been carried out under his responsibility."

Article L211-5 : "In order to conform to the contract, the goods must :

1. Be suitable for the use usually associated with this type of item and, if the case arises: correspond to the description given by the vendor and possess the qualities that the latter presented to the buyer in the form of a sample or a model ; Present the qualities that a buyer can legitimately expect with regard to the public declarations used by the vendor, by the producer or by his representative, notably through publicity or advertisements.
2. Present characteristics defined by common agreement between the parties or are suitable for all special uses requested by the buyer, known by the vendor and which the latter has accepted."

Article L211-12 : "An action resulting from the fault of the item is allowed for 2 years effective from the date of the delivery of the item."

Extract from the Civil Code with reference to hidden defects :

Article 1641 of the Civil Code: "The vendor is subject to the guarantee in relation to hidden defects in the item sold which render it unsuitable for the purpose for which it was destined or, due to the significant reduction in usage, imply that the buyer would not have purchased or paid an equivalent sum, had he been aware of the aforementioned defects."

Article 1648 of the Civil Code: "An action resulting from a hidden defect must be indicated by the acquirer within a delay of 2 years dating from the discovery of the defect."

## **ARTICLE 13 : RESPONSIBILITY**

It is noted that in the case of insubstantial differences between presentation photos, texts, illustrations and the articles ordered, in particular, differences caused by software and navigation engines and/or computer screens, the civil responsibility of the Vendor cannot be engaged, but at all times the Client retains his right to retraction. In accordance with current regulations, the Vendor is not responsible in the case of non-execution (and notably delays in delivery) of the order attributable to the Client, due to an unforeseen or unavoidable action of a third party or of a force majeure.

## **ARTICLE 14 : ENQUIRIES - CLAIMS**

For all enquiries, information requests and claims, the Client should contact the Vendor by addressing a message to either the following email address: [contact@mesprimeurs.com](mailto:contact@mesprimeurs.com) or the following postal address : 1, rue du Clocher, 33330 Saint Emilion, France.

The Client can also telephone the Vendor at the number which features on the Site [vignobleschateaux.fr](http://vignobleschateaux.fr) from 10 am to 6pm, Monday to Friday (closed on public holidays).

## **ARTICLE 15 : VALIDATION AND ARCHIVING**

By an express undertaking between the Vendor and the Client, the emails exchanged by them represent good faith between the parties, as well as the details recorded by the automatic recording systems used by the Site [vignobleschateaux.fr](http://vignobleschateaux.fr), notably with regard to the subject and date of the order.

In accordance with current regulations, the Vendor undertakes, for all orders with a value superior to €120, the storage of the sales contract concluded with the Client, for a period of 10 years.

The details concerned are: the details of the order, a description of the products ordered the general conditions of sale in force on the day of the order, the details provided by the Client for the order.

The Client may have access to this archived contract and, in order to do so, may make his request to the Vendor by email or by letter. In order to accommodate the processing of his request, it is recommended to the Client to contact Client Services with the order number and his contact details.

## **ARTICLE 16 : ENFORCEABLE LAW – COMPETENT JURISDICTION- LANGUAGE**

These general conditions, in general, relations between the Vendor and the Client, are subject to French law. In the case of litigation between the parties which cannot be amicably settled, all legal action will be enforceable exclusively by French courts.

The French language and the English language are the only languages to be used for placing orders and confirming a sale, while it is noted that the French language is the only language to be used in the case of litigation between the parties.