



EUROPVIN

## GENERAL TERMS & CONDITIONS OF SALE EUROPVIN

The general terms and conditions of sale described below detail the rights and obligations of the company EUROPVIN, SAS with a capital of €367,023, registered with the Bordeaux Trade and Companies Register under number 313 944 449, whose registered office is located at 65 cours Saint Louis, 33300 BORDEAUX and its Client; They are applicable in the context of the sale of the goods appearing in its catalogue.



### 1 - ACCEPTANCE BY THE CLIENT OF THE GENERAL TERMS AND CONDITIONS OF SALE

1.1 These general terms and conditions of sale are applicable to Clients of EUROPVIN located in the European Union and Overseas territories.

1.2 The sale of wines and other alcoholic products by EUROPVIN to the Client implies the acceptance by the Client without exception or reservation of these general terms and conditions of sale.

1.3 The communication to the Client of these general terms and conditions prior to any order characterizes the Client's acceptance and their application to the said order

1.4 They cancel and replace any other general

terms and conditions that may have been previously communicated to the Client.

1.5 These cancel and prevail without exception or reservation over any provision to the contrary appearing on the documents, correspondence, orders or general terms and conditions of purchase of the Client.

1.6 They may be modified at a later date; The general terms and conditions of sale thus amended and subsequently communicated to the Client will become immediately applicable to any new order.

1.7 Certain clauses of these terms and conditions may also be modified, set aside or supplemented by other terms and conditions of sale, provided that prior negotiation and agreement are reached between EUROPVIN and the Client to this effect.

### 2 - ACCEPTANCE OF ORDERS BY EUROPVIN

2.1 EUROPVIN will accept orders subject to the availability of the products ordered. Acceptance of orders may, depending on product availability, be partial.

Acceptance of orders will take place by communication of an email including the details of the order. It will be sent no later than 72 (SEVENTY-TWO) hours from receipt of the order. It is specified that this period can only run on working days (namely from Monday to Friday). The sale is made subject to the express acceptance of the order by EUROPVIN.

2.2 All orders must be placed by email at the following address : europvin@europvin.com or EDI addressed to EUROPVIN.

2.3 EUROPVIN may accept that orders may increase during a promotional period. However, EUROPVIN will not accept the Client diverting the object of a promotion by placing an order or a group of orders with an abnormally high quantity.

2.4 In this case and in view of the availability of its stocks, EUROPVIN reserves the right to limit an order or an abnormally large group of orders. The Client will be informed of this limitation within 72 (SEVENTY-TWO) hours from receipt of the order. In this specific case also, the Client will not be allowed to charge any penalty for an alleged delay in delivery.

2.5 In addition to the description and quantity of the products ordered, any order must include or confirm the Incoterm applicable to the implementation of the sales and delivery operations. Otherwise, the applicable Incoterm will be: Incoterms® 2020 Ex Works.

In the event of an agreement by exception on any other Incoterm such as Incoterm® 2020 FCA, the delivery address and opening hours of the recipient's establishment must appear on the order, as well as any information useful for the implementation of the sales and delivery operations.

2.6 The sale to the Client of the products ordered being processed, the Client is solely responsible for setting his resale prices for the products. In the event of the purchase of products benefiting from a consumer promotion, the Client undertakes to pass on the full benefit of this promotion to consumers.

### 3 - DELIVERY AND DELIVERY OF PRODUCTS

3.1 In the context of the use of Incoterms® 2020 Ex Works, the usual time for preparation of ordered products and dispatch to the carrier is a maximum of 4 (FOUR) weeks from receipt of the order. This period can only be met under the condition of the availability of the products. EUROPVIN will inform the Client as soon as possible of the availability of the product allowing the application of the aforementioned delivery period, or of the need to restock the product within another dispatch period.

The Client undertakes for any operation to collect the products at the latest within 60 (SIXTY) days from

the date of his order.

3.2 In the event of an agreement on another Incoterm in the context of the sale operation, EUROPVIN and the Client shall agree on an appropriate delivery time to the recipient.

3.3 Delivery times are given as an indication according to the availability of the products and EUROPVIN undertakes to implement the necessary means for a dispatch or a delivery to meet the Client's expectations. Failure to comply with these deadlines shall not, however, result in the cancellation of an order, or the award of penalties or damages for any reason whatsoever.

#### **4- COLLECTION OF PRODUCTS BY THE CLIENT'S CARRIER**

4.1 The Client who opts for the autonomous organization of a collection of the goods must, at the time of each of his orders, communicate the date and time of the collection by respecting a minimum notice period of 3 (THREE) working days between the date of order and that of collection.

4.2 For pallets corresponding to EU standard, the Client undertakes at each collection to hand over a number of empty pallets equivalent to the number of pallets collected. EU standard pallets can otherwise be invoiced to the Client. Any pallet of different standard is always invoiced to the Client.

4.3 The recipient of the delivery must check the good condition of the goods handed over or delivered. In the event of damage or shortages, the Client must:

- mention in writing on the transport documents the details of the reservations in a clear, precise and complete manner;
- confirm these reservations with his carrier by registered letter with acknowledgement of receipt within 3 (THREE) days of delivery;
- and/or request, if necessary, the appointment of a judicial expert.

4.4 In any case, it is the responsibility of the Client to take personal responsibility for any possible claim against the carrier.

#### **5 -PRICE**

5.1 In accordance with the provisions of Articles L441-3 et seq. of the French Commercial Code, the price is established and agreed between the parties in consideration of decisive indicators relating to the evolution of the cost of agricultural raw materials used in the composition of the products.

The indicators applicable to the products sold by EUROPVIN may relate to the evolution of the cost of agricultural raw materials, such as grapes or other plants and cereals.

5.2 It is recalled in this regard that EUROPVIN buys from its suppliers' products that have already been processed and distributes them to its Clients. Its suppliers negotiate the purchase price of raw materials and set the selling price of products in consideration of the indicators set out above when they are subject to the regulations set out above.

5.3 In accordance with Article L441-8 of the French Commercial Code, it is agreed that within the framework of the year of application of these general terms and conditions of sale, any upward or downward fluctuation in the cumulative price of transport and the materials making up the packaging of the products will automatically give rise to an adjustment of the selling prices of the products, on the condition that this price fluctuation exceeds the 60% threshold over a period of 6(Six)months.

5.4 The price of the products is set exclusive of tax and is included in the annualized price list communicated to the Client in order to allow him to place an order. Prices may be subject to change during the year which will be communicated to the Client. The sale and

payment of the price of the products are exclusively subject to these terms and conditions.

5.5 All orders will be invoiced at the price in force on the date of the said order, or at the price applicable on the day of delivery, the said price list must in any case have been communicated at the latest on the day preceding the order.

5.6 The promotional offers presented to the Client are intended to boost the sale of the products to which they relate; they are by nature limited in time. In accordance with articles 2.3 and 2.4 of these general terms and conditions of sale accepted by the Client, EUROPVIN reserves the right to limit an order, or a group of orders, if the quantity ordered is abnormally high during a promotional period.

#### **6 -PAYMENT**

6.1 Products such as wines and other alcoholic products must be paid within a period of no more than 60 (SIXTY) days from the date of invoice.

6.2 Spirits' products sold hereunder are payable, in accordance with Article L441-10 of the French Commercial Code as amended by Article 1 of Regulation No. 2019-359 of April 24, 2019, within 30 (THIRTY) days from the end of the delivery month.

6.3 In the absence of payment by the due date set in accordance with the above provisions, late penalties will be payable, without any reminder being necessary. They run automatically from the day following the payment date shown on the invoice. The interest rate for late payment penalties is equal to three times the French legal interest rate calculated on the amount of the invoice, including all taxes.

6.4 In addition to this late payment interest, in accordance with French Law 2012-387 of March 22, 2012, there is a lump sum compensation for recovery costs. It is set at a flat rate of €40 by

Decree No. 2012-1115 of October 2, 2012. It is payable by operation of Law, without the need for a reminder, for any invoice not paid by the due date.

6.5 Unless the Client can prove his good faith, any delay in payment may also give rise to the automatic payment of compensation in the amount of 12 (TWELVE) % calculated on the basis of the sums due and remained unpaid on the due date.

6.6 Any failure to pay on the agreed due date will also automatically result in:

- the immediate termination of orders in progress, whether or not delivery takes place, whether invoices are due or not, as well as the due of a cash payment on future sales.
- the immediate payment of all unmatured claims held by EUROPVIN in respect of the orders of the defaulting Client.

6.7 Under no circumstances may payments due to EUROPVIN be suspended, or be subject to any reduction or compensation without the prior written consent of EUROPVIN.

6.8 In the event that the Client is liable for several payments to EUROPVIN, it is agreed that the payments will be charged against the oldest debts.

6.9 Regardless of any reservations expressed at the time of delivery or collection, the portion of the delivery dispatched or delivered in good condition and in accordance with the order will be paid at the agreed price and in accordance with the payment terms provided for in the order.

## **7- OWNERSHIP RESERVATION - TRANSFER OF RISKS**

7.1 The sale of the products takes place by means of a reservation of ownership.

7.2 The transfer of full ownership of the products therefore only takes place on the date of full

payment of the order corresponding to the products sold.

7.3 The Client undertakes to facilitate any reporting operation carried out by EUROPVIN, in particular with a view to bringing an ownership claim action.

7.4 In the event of resale of the products to a third party, EUROPVIN will be entitled to claim the resale price from the said third party in accordance with the provisions of Article L624-18 of the French Commercial Code. The return of Products that remain unpaid will be made at the expense of the defaulting Client, who will assume the risks.

7.5 On the other hand, the Client will bear the risks associated with the storage of the products from the time of collection of the goods. He undertakes to take all necessary care for the safekeeping and conservation of the products, especially until the products are paid for in full.

## **8- COMPLAINTS BY THE CLIENT**

8.1 Any return of products must be subject to a written procedure of reservation and agreement between the parties. Any product returned by the Client, without the agreement of EUROPVIN, or without the reservations expressed being previously considered justified and legitimate, will not give rise to any guarantee, credit, refund or exchange.

8.2 The buyer must generally check the products when they are collected by his carrier or when they are delivered. In particular, he must ensure their condition, their quantity and the conformity of their quality with the details of the order. This check must be carried out with the carrier.

8.3 Any reservations by the Client regarding the condition, quantity or quality of the products must be recorded on the consignment note.

8.4 Reservations made on the consignment note must be notified by registered letter with

acknowledgement of receipt to the carrier at the latest within 3 (THREE) days from the day of receipt.

8.5 These reservations must also be notified to EUROPVIN at the latest within 48 (FORTY-EIGHT) hours from the day of receipt.

8.6 In the absence of notification of the said reservations to the carrier and to EUROPVIN under the conditions set out above, the action against the carrier will be extinguished in accordance with the provisions of Article L133-3 of the Commercial Code.

EUROPVIN shall also not be liable to any guarantee to the Client and the products shall be deemed to have been accepted without reservation.

8.7 In the event that the Client complies with the provisions of Articles 8.4 and 8.5 hereof, it will be necessary to determine whether the reservations expressed by the Client are justified and legitimate.

If this is the case only, the Client will be entitled to return the products to EUROPVIN who will proceed with a credit note on invoice, excluding any indemnity or damages of any kind whatsoever.

## **9- PRODUCT QUALITY**

9.1 EUROPVIN guarantees that the products sold have all the qualities expressed on the technical data sheet of the products and that they comply with all applicable EU regulations on health and safety.

9.2 From the date of receipt of the products, the Client undertakes to store them in conditions that preserve their quality in accordance with the storage standards applicable to food products, and more particularly to wines or other alcoholic products.

9.3 EUROPVIN does not grant any guarantee to the Client on the quality of the products when the hygiene and storage standards of the food products

have not been complied with by the Client.

9.4 The parties agree that EUROPVIN's liability for the quality of the products delivered shall in any event not exceed the amount invoiced for the products in dispute.

## 10 - FORCE MAJEURE

10.1 The parties shall not be liable for the non-performance of their obligations in the event of the occurrence of a case of force majeure, defined as any unforeseeable, irresistible event resulting from circumstances external to the parties, making any performance impossible.

10.2 The parties agree that the following events shall be considered as force majeure: fires, floods, storms, abnormal weather phenomena, war, pandemics, partial or total strikes within EUROPVIN or within one of its suppliers, incidents affecting the transport, import or export of goods, the modification of the Laws or regulations attached to the products sold, serious accidents affecting the equipment or tools of the production lines, and more generally any cause or event, occurring within the establishment of one of the parties, or at a subcontractor, or at a Supplier, beyond the control of one of the parties and preventing the performance of its obligations.

10.3 In the event of the occurrence of an event relating to force majeure making a sale transaction agreed between the parties impossible, the obligation whose performance is made impossible shall be suspended until the event of force majeure disappears, is extinguished or ceased. However, if it is not possible to perform the obligation within 30 (THIRTY) days from the occurrence of the force majeure event, the parties will come together to discuss a modification of the terms of the obligation that has become impossible.

10.4 In the event of failure of the discussion, the sale transaction whose execution has been made impossible will be cancelled by operation of Law by

the most diligent party and by registered letter with acknowledgement of receipt addressed to the other party, without compensation on either side.

10.5 In the event that a sale transaction is cancelled, the Client undertakes under the conditions hereof to pay EUROPVIN the price of any other sale that has not been affected by the event of force majeure.

## 11 – APPLICABLE LAW

11.1 These general terms and conditions of sale, as well as all sales' operations between EUROPVIN and the Client are subject to French law.

## 12 - JURISDICTION

12.1 In the event of a dispute relating to the execution or interpretation of these general terms and conditions of sale, the parties will contact each other as a matter of priority, if necessary through their Counsel, in order to promote any joint solution.

12.2 In the event of the persistence of a dispute relating to the interpretation or execution of these terms and conditions, the parties agree to submit it exclusively to the jurisdiction of the Tribunal of Commerce of BORDEAUX - FRANCE.



Date of effect : from the 1st of January 2025