

Terms and Conditions

Our sales are subject to the present terms and conditions. Those terms and conditions prevail over all other buying terms and conditions, unless stated otherwise. All orders taken by our representatives or agents are to be considered definitive only after being accepted and invoiced by our head office in Bordeaux. They are then irrevocable by the customer, except in the case of our written acceptance. If a customer places an order before having paid his previous order(s), our company has the right to refuse to honour the order and/or to deliver the goods, without any compensation to the customer.

Delivery - Complaint

Customers are responsible for collection and shipment of the wines. As soon as the wines are available, the customer has one month to inform us about the collection arrangements. After this time limit, and without any instructions or agreements about handling of the wines by the seller, we have the right to charge additional handling costs, at the rate of EUR 10.00 (ten euros) per case, per month. We do not accept cancellation. Complaints concerning the appearance of the wines, in the case of perceived defect and/or perceived difference between that of the ordered and that of the collected wines have to be written and justified within eight days of the collection of the wines.

Payment

All of our prices are in Euros, as specified in the tariff, and are such as agreed upon by both parties upon the making of the order. Prices are ex cellar and duty-free. Unless an agreement for the contrary has been accepted in advance and specified on the invoice, wines are payable to the head office of our company, without alteration, thirty days after the end of the month of the invoice, by bank transfer. After the due date, financial interests will be automatically added without notice. Those financial interests are fixed to one and a half the legal interest rate. All unpaid invoices at the due date will lead to immediate payment of all the remaining due amounts and suspension of collection. Payment after a legal procedure will lead to an inclusive payment, equal to 15% (fifteen percent) of the invoice.

Concerning orders with a delayed collection, among others En Primeurs wines, a deposit will be asked so as to reserve the goods. Collection will be allowed after payment of the whole invoice, when the wines are available, unless otherwise specified and agreed. If the totality of the invoice is not paid at the agreed date then the seller reserves the right to automatically cancel the sale fifteen days after the notification date. In this case our company reserves the rights to free disposal of the wines, and the deposit given by the customer will be paid back with a deduction of 25% (twenty five percent) of the original amount and kept by our company as damages. If the customer does not make a contact with us after the cancellation mail, then the specified amount will remain in the customer's account for the duration of ten years.

Ownership reservation

Regardless of the location of goods until full payment of the due invoices has been received the goods remain our property: article L 621-122 al 2 of the French Code of Commerce concerning ownership reservation. This reservation will apply automatically in the case of the customer is facing bankruptcy. This does not concern the transfer of risks to the customer with regards to the collection of goods.

Cancellation - Jurisdiction attribution

Without payment by the customer at the due time, and thirty days after an ineffective notification, rights are reserved by the seller to automatically cancel the sale, with full rights to ask for the return of the collected goods according to the edict pronounced by the Tribunal de Commerce de Bordeaux, to whom the parties pronounce jurisdiction.