



FAMILLE PIERRE USSEGLIO

CHÂTEAUNEUF-DU-PAPE

TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale detail the rights and obligations of EARL Pierre Usseglio (hereinafter referred to as the Seller) and its client, and apply exclusively to any service provided by the Seller, thereby implying the Buyer's acceptance of these terms. They come into effect on the day the order is placed and remain in force for the duration necessary to provide the purchased goods, until the expiration of the warranties owed by the Seller.

1.PRICE QUOTATION:

The information provided in catalogs, price lists, etc., is given for guidance purposes only. Offers made by the Seller are valid only within the legal validity period specified in the offer. The Seller reserves the right to modify its prices at any time; however, it commits to invoicing the ordered goods at the price indicated at the time the order is recorded, which then becomes firm and non-revisable.

2.TERMS OF SALE:

Prices are quoted net, in euros, shipment under refrigerated conditions, ex-cellar, excluding all taxes and any additional fees or services. To become final, any order, in whatever form, must receive the firm and definitive acceptance of the Seller. Unless otherwise agreed, goods shall be payable at the time of order by check, cash, credit card, or bank transfer to the Seller's headquarters. The sale will only be effective once the goods concerned have obtained the necessary authorizations (approval) for their commercialization. Failing this, the sale shall be automatically void.

3.DISCOUNTS AND REBATES:

The prices offered include any discounts and rebates that the Seller may grant based on its results or on the Buyer's assumption of certain services.

4.DISCOUNT:

No discount will be granted in the case of early payment.



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5. PAYMENT – LATE PAYMENT:

In general, the Seller's prices are quoted in euros (€) and are based on the ICC 2000 INCOTERMS. Payment of the balance shall be made within the deadlines in accordance with current regulations (Article L.443-1 of the Commercial Code) and any applicable interprofessional agreements concerning payment terms. Each invoice may be subject to collection (bill of exchange, confirmed direct debit, etc.). Failure to pay by the due date shall automatically incur, for the debtor and without prior notice, late payment penalties calculated on the net amount remaining due at a rate equal to 1.5 times the legal interest rate, starting from the day following the payment date indicated on the invoice, or, if not specified, on the thirty-first day following the receipt of the goods. The Seller may suspend deliveries.

6. RETENTION OF TITLE CLAUSE:

Until full payment of the agreed sale price, including taxes and additional charges (including penalties), the goods sold and specified in the invoices remain the exclusive property of the Seller. Failure by the Buyer to fulfill its payment obligations, for any reason whatsoever, gives the Seller the right to demand the immediate return of the delivered goods at the Buyer's expense, risk, and liability.

7. DELIVERY:

Delivery of the ordered goods is effected either by the Buyer collecting them at the point of sale or by their delivery to the address specified by the Buyer. Goods must be collected within twelve months from the date of signing the purchase order. Failing this, the sale will be terminated, and damages may be claimed from the defaulting Buyer. The delivery times provided are not binding deadlines and are therefore indicative. Consequently, any reasonable delay in delivery shall not entitle the Buyer to claim damages or cancel the order. The Buyer bears all transport risks. In the event of missing or damaged goods during transport, the Buyer must make all necessary reservations on the delivery note. Delivered goods shall be deemed to conform in quantity and quality to the order. These reservations must also be confirmed in writing within three days of delivery by registered letter with acknowledgment of receipt.

8. OBLIGATIONS OF THE PARTIES:

Given the "intuitu personae" nature of the commercial relationship between the Seller and the Buyer, and unless expressly authorized by the Seller, the Buyer is prohibited from reselling or exporting, directly or indirectly, the goods purchased from the Seller to retail chains or to any country other than France.

9. TRANSFER OF RISKS:

The transfer of risk, including loss or damage to the products, occurs upon delivery and receipt of the goods by the Buyer. Responsibility for the safekeeping and preservation of the goods is independent of ownership. In this respect, such responsibility lies with the Seller as long as the goods are in its possession, even if they have been fully paid for. However, if the Buyer fails to collect the goods on the scheduled date, the Seller shall be released from its custodial responsibility. In such cases, the Buyer is required to insure the goods subject to retention of title.



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10.INSPECTION CONDITIONS:

In accordance with the supplementary nature of Article 1587 of the French Civil Code, and given the specific nature of the goods sold as biologically living products that evolve over time, the parties expressly waive the tasting condition for inspection purposes. Consequently, the Buyer may not invoke any non-conformity between the goods received and any sample tasted prior to the conclusion of the contract.

11.WAIVER:

In the absence of a written dispute by the Buyer within 15 days from the date of issuance, these general terms and conditions of sale shall be deemed approved by the Buyer. The fact that either party does not invoke a breach by the other party of any of the obligations set forth in these terms and conditions shall not be construed as a waiver for the future.

12.APPLICABLE LAW – JURISDICTION:

These general terms and conditions of sale are governed by French law, which incorporates the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980). For any dispute that cannot be resolved amicably, the court with jurisdiction over the location of the Seller's registered office shall have exclusive competence, even in the case of third-party claims or multiple defendants.



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