

General Terms and Conditions of Sale

1 : GENERAL

Unless otherwise stipulated in writing, the present general terms and conditions of sale (hereafter, "GTCS") apply strictly to deliveries made to clients of Tonnellerie Remond (hereafter, "TR. The GTCS are systematically given to each client to enable the client to place an order and are considered as accepted by the client as soon as the order is placed. The GTCS indicate all the conditions agreed with the client, to the exclusion of any other document originating from the client, any of its subsidiaries or branches, or the carrier. As a result, the present GTCS supersede any verbal or written agreement or any exchanges of correspondence which may have occurred prior to the order. The fact that the vendor does not apply any of the present GTCS may not be interpreted as a later waiver of any of the said conditions.

2 : OFFER :

The offers that appear in the catalogues of TR are only indicative and may under no circumstances engage TR's responsibility. The vendor is only bound by orders taken by its representatives or employees if it provides written confirmation of this order. Acceptance may also result from the dispatch of products. TR reserves the right to cancel an order if it considers that the financial situation of the client will not allow TR to be paid within the agreed time limit. In such cases, TR will return to the client any deposits paid.

3. PRICES

Prices are in Euro and are net of all discounts and exclude taxes, DDP (Incoterm CCI 2000) or EXWORK, and are based on the tariffs in force on the date of receipt of the order. The prices may be revised periodically and can be sent to the client on request and, at the latest, at the moment when the order is placed. In addition, prices do not include accessory travelling and study costs, or packaging costs. These costs will be itemized on the invoice. All taxes, duties, rights or other charges to be paid in accordance with the laws and regulations in force are to be borne by the client. The costs to be borne by the client in accordance with these conditions or the particular conditions and which have been paid by TR on behalf of the client will be reimbursed in full to TR by the client. TR does not apply any discount, rebate or reduction other than those specified in the pricing scale.

4. PAYMENT OF INVOICES

Invoices are payable in Euro at 60 days from the date of invoicing, unless a particular due-payment date is granted in the written confirmation of order. No discount will be granted in the event of early payment unless otherwise agreed with TR. Payments are to be sent to the address designated by TR and, failing this, to its headquarters. Any delay in payment will lead to the application of late-payment interest penalties equal to three times the French legal interest rate in force, as of the date following the due-payment date indicated on the invoice. In addition, any debt recovery charges and fees will be borne exclusively by the client.

5. PAYMENT GUARANTEES

Any deterioration in client credit may justify a demand for guarantees, both before execution of orders received and in the event of orders partially executed, or lead to payment before delivery, without any discount granted, under penalty of cancellation of the order.

6. SUPPLIES

The supplies of TR include only those products specified on the order form and on the order confirmation. Owing to the very nature of the products and manufacturing imperatives, the volumes, dimensions and weights indicated on the order form are given as an indication only.

7. PACKAGING

If the client requires a particular packaging type, it must specify this on the order and TR will make its best efforts to satisfy this request, with all costs borne by the client. TR will inform the client of any difficulty which may arise in carrying out the specifications required by the client. However, if it is not possible to fulfill this requirement, the client agrees that it may not hold TR responsible for this failure. If no particular packaging type is specified by the client, TR will apply the standard minimum modes normally used in the profession.

8. DELIVERY AND TRANSPORT

The delivery deadlines given are indicative and failure to deliver on the date indicated may not engage the liability of TR. TR assumes the transport of the products ordered until their delivery in the place agreed with the client according to the Incoterm, unless otherwise agreed. Unless otherwise agreed, the transfer of the risks intervenes when the products are placed at the client's disposal in the delivery place agreed.

9. FORCE MAJEURE

The vendor may not be held responsible for failure to execute any of the present conditions when this failure is due to an unpredictable cause out of the vendor's control or to the causes listed hereafter: fire, natural catastrophe, war, requisition, prohibition to export, embargo or any other administrative measure, rationing of raw materials, rationing of energy, or social conflict.

10. DELIVERY AND RECEIPT

On delivery of the products to the place designated on the order form, the client will immediately proceed to any necessary checks and, in the event of damage or loss, will inform the carrier by registered letter with acknowledgement of receipt within three (3) days following delivery. The client must take all precautions of use and exercise all recourse against the carrier, which is solely responsible, to the exclusion of TR, for both the damage suffered by the products during transport and any prejudice which may directly or indirectly result from this damage. The client must also read the technical specifications supplied by TR with the products sold.

Conformity of the products with the order form must be approved by the client or its representative within five days following delivery. No claim made later than this date will be accepted.

Any minor changes to the volume, dimensions or weight of the products and in conformity with usage may not under any circumstances give rise to a claim, unless otherwise stipulated in writing and agreed beforehand. In particular, the client agrees that any differences noted on receipt of less than five (5) % with the indications concerning these measurements specified on the order form may not, under any circumstances, be considered as non-conformity and may not give rise to any reduction in the price or to cancellation of the order. In the event of a defect duly noted by TR, the product in question will be replaced, reimbursed or repaired, at the vendor's choice.

11. WARRANTY

TR is only bound to the abovementioned guarantee to issue compliant products and is not bound to any other legal warranty, notably the guarantee against hidden defects. No guarantee of whatever nature that it is, nor indemnification, could be given by TR if the products were not filled with wine in the three months of their reception by the client. Beyond this time period, TR will not accept or reply to any claim. In addition, minor losses of liquid may not give rise to a replacement, a repair, a reduction in the price, or indemnification. No returned goods may be accepted without the formal agreement of TR. At all events, the vendor's warranty is null and void if the client does not comply with the technical specifications supplied by TR on delivery.

12. LIABILITY

TR may not be held responsible for any damage caused by the products to the client's assets used by the client for professional purposes, except for the damage caused to persons by a product that is recognized as defective. In addition, the client expressly declares that it is aware of the French and EC regulations that apply to the use of oak chips and their introduction into wine. The client alone will bear the direct and indirect consequences of non-compliance with the abovementioned regulations, and may not hold TR responsible.

13. RESERVATION OF TITLE

The transfer of ownership of the products sold by TR and appearing on its invoices is expressly delayed until full payment of the price and additional charges. The client will, at its own cost, take out an insurance policy covering the products delivered against all risks of damage, destruction or disappearance, such as theft, fire or flooding, for the period running up to full payment of the price of the products. In the event that the said risk occurs, the rights of the vendor will be transferred to the insurance indemnity. In the event that the products delivered are resold before full payment, all products of the same type as those delivered in the course of the previous twelve months by the vendor and in the possession of the client may be seized up to a value calculated according to the prices in force of the vendor, equivalent to any sums due between the parties. The client may not use as a security or transfer as a guarantee the products of the vendor. The client must inform the vendor as soon as possible of any legal suit against the client, by registered letter with acknowledgement of receipt, in order to allow the vendor to reclaim the products which are among the assets of the client. For this purpose, the client will ensure that the products are always identifiable on its premises.

14. TERMINATION

Failure to pay within fifteen days of the formal notification sent to the client by registered letter with acknowledgement of receipt may lead to termination of the sale by the vendor. In this case the goods must be returned, notwithstanding any possible recourse by the vendor owing to any damage or abnormal use that may have been made to them. The deposits paid to the vendor will not be returned and deliveries underway may be suspended. Termination may apply not only to the order in question but also to all previous unpaid orders, whether or not their due-payment date has expired, and whether they are delivered or to be delivered.

15. TECHNICAL ADVICE

Any technical advice given to the client free of charge by TR or a member of its staff regarding the products sold is given at the client's own risk.

16. DESIGNS AND DRAFTS

TR conserves full ownership of its designs, plans, drafts, quotations and documents, which must be returned to it immediately on request and which may not be communicated to third parties or wholly or partially used in any way whatsoever without the prior written authorization of TR.

17. ASSESSMENT IN THE PRESENCE OF BOTH PARTIES

The client may under no circumstances use against the vendor the result of an assessment carried out on the product without the presence of the vendor or one of its representatives. In addition, the client must let an assessor appointed by the vendor carry out a counter-assessment on the client's premises. If the assessment by the client and that by TR turn out to be contradictory, the parties must appoint a third-party assessor and, failing agreement on this appointment, have the third-party assessor appointed by the President of the Bordeaux Business Tribunal.

18. APPLICABLE LAW AND JURISDICTION

The law which applies to the GTCS and to all sales or provisions concluded between TR and its clients is the French law. Failing an out-of-court settlement, any dispute arising between the parties will be submitted to the exclusive competence of the Dijon Tribunal, even in the event of introduction of third parties or the presence of more than one defendant.