

General terms and conditions of sale

Article 1: Scope of application

All our sales of bottles of AOC Champagne wine are reserved for persons of legal drinking age and are governed by the present terms and conditions of sale, which shall prevail over any other terms and conditions of purchase, unless otherwise expressly stipulated.

Article 2 : Product characteristics and availability

The products offered are those presented on the pages of the site. They are offered while stocks last. Champagne is to be kept in a cool, light-free place at a constant temperature (ideally with bottles lying down at between 10 and 12°C). Unless otherwise indicated on the product sheet, it should be consumed at a temperature of between 8° and 10°. A champagne bottle must be opened by an adult, following the following procedure: remove the pewter cap from the metal liner. Unscrew the twist collar on the wirehood. Keep your thumb firmly on the cork to hold it in place if pressure causes it to escape. Turn the bottle slightly to release the cork. Let the cork pop out while holding it back and avoiding pointing the bottle at your guests. If the bottle slips, use a towel.

Article 3 : Prices

The prices applicable are those in force on the day the order is taken, on our price list in euros.

They are "ex-cellar", transport being at the buyer's expense.

Unless otherwise agreed between the parties, payment must be made when the order is placed.

If an extension is granted, no discount will be granted for early payment.

Any payment made after the payment date shown on the invoice will incur late payment penalties equal to three times the legal interest rate. These penalties are payable without the need for a reminder. In addition, all collection costs will be charged to the buyer.

In application of legal provisions, any professional in default of payment will be liable

to pay the creditor a fixed indemnity of €40 for collection costs. However, if the collection costs exceed the amount of this indemnity, the creditor may request additional compensation, on justification.

Article 4 : Orders

The customer places an order on the website. To purchase one or more items, the customer must follow the following ordering process:

- identification on the website and registration on the identification form, on which he/she will fill in all the requested details;
- choice of payment method and acceptance of the terms and conditions;

The customer will receive an order confirmation e-mail.

Article 5 : Order cancellation

The seller reserves the right to refuse all or part of a customer's order:

- if the quantity ordered or the frequency of orders seems abnormal in relation to the normal needs of private customers;
- if the order comes from a customer with whom there is a dispute relating to the payment of a previous order, or a customer who does not have the capacity to contract.

Article 6 : Terms of payment

Payment for purchases is made by one of the following methods, at the customer's convenience:

- By credit card on the premises or in a salon;
- by bank transfer ;
- by cheque payable to Th. PETIT

Article 7 : Right of withdrawal

- If the customer is a professional :
No right of withdrawal is granted.
- If the customer is an individual consumer:

The customer has a period of 14 days from the date of receipt of the wines to retract without giving any reason or justification. The customer may use the enclosed withdrawal form or formulate his/her withdrawal in writing or by e-mail.

The winegrower will then reimburse the consumer for all payments received, upon receipt of the returned goods.

The winegrower will make the refund using the same means of payment that the customer used for the initial transaction, unless a different means is agreed. In any event, this refund will not incur any costs for the customer.

If, at the time of withdrawal, the customer has received the bottles, they must return them to the address of the winery without undue delay, and no later than fourteen days after notification of withdrawal. This deadline is deemed to have been met if the goods are returned before the

fourteen-day period has expired.

The direct costs of returning the goods shall be borne by the customer. The customer must pay the following amounts:

- Direct return costs ;
- additional costs for delivery of the goods if the customer has chosen a more expensive method of delivery than that proposed by the seller.

The customer may be held liable in the event of depreciation of the goods resulting from handling other than that necessary to establish their nature.

Article 8 : Retention of title

The seller retains ownership of the goods sold until full payment of the price by the customer, in principal and accessories. However, upon delivery, the risks of loss or deterioration are transferred to the buyer.

Article 9 : Delivery and acceptance of products

Delivery is made :

- Either by handing over the goods directly to the purchaser ;
- or to the place indicated by the purchaser on the order form within a maximum of 15 days.

Our wines travel at the consignee's risk, even in the case of carriage-paid shipments. The seller cannot be held responsible for damage, loss, theft or defective packages. Consequently, customers are invited to check parcels on receipt and to notify the carrier of any reservations by registered letter within three working days of receipt of the goods.

Article 10: Legal warranties - Pre-contractual information

Only private customers benefit from legal warranties. Legal warranties apply independently of any commercial warranty that may have been granted.

In accordance with French law, if you are a consumer within the meaning of the Consumer Code, and provided that the producer is the seller from whom you acquired the good or service, we are liable for defects in conformity of the good with the contract under the conditions of article L. 211-4 et seq. of the Consumer Code, and for hidden defects of the thing sold under the conditions of articles 1641 et seq. of the Civil Code.

Legal warranty of non-conformity

The seller is obliged to deliver goods in conformity with the contract and is liable for any defects in conformity existing at the time of delivery. The seller is also liable for any lack of conformity resulting from the packaging, assembly instructions or installation, when the latter is the seller's responsibility under the contract or has been carried out under the seller's responsibility.

To conform to the Contract, the good must:

1. Be fit for the purpose ordinarily expected of similar goods and, where applicable, correspond to the description given by the seller and possess the qualities that the seller has presented to the buyer in the form of a sample, present the qualities that a buyer may legitimately expect in view of the public statements made by the seller, by the producer or by his representative, in particular in advertising or labelling;

2. or present the characteristics defined by mutual agreement between the parties, or be suitable for any special use sought by the purchaser, brought to the attention of the seller and accepted by the latter.

Any action resulting from a lack of conformity must be brought within two (2) years of delivery of the goods.

You may choose between repairing or replacing the good, subject to the cost conditions stipulated in article L. 211-9 of the French Consumer Code. You do not need to prove the existence of a lack of conformity for 24 months following delivery.

Legal warranty for hidden defects in the item sold (latent defects)

The seller is liable for any hidden defects in the item sold which render it unfit for its intended use,

or which impair that use to such an extent that the buyer would not have purchased it, or would have paid a lower price for it, had he been aware of them.

The action resulting from redhibitory defects must be brought by the buyer within 2 years of the discovery of the defect. You may then choose between rescission of the sale or a reduction in the purchase price in accordance with article 1644 of the French Civil Code.

Article 11: Consumer mediator - amicable settlement of disputes

Pursuant to Article L. 612-1 of the French Consumer Code, "all consumers have the right to have recourse, free of charge, to a consumer mediator with a view to the amicable resolution of any dispute between them and a professional".

This applies to national and cross-border disputes of a contractual nature concerning the performance of a contract of sale or supply of a service, between a consumer and a professional. If you have any difficulty, please contact us first:

Ms BERARD-MEURET

Street:11 , rue COLBERT

postal code+ town 51150 AMBONNAY

France

Phone +33.03.26.57.01.13 :

Port. : 06.8317.53.46

Article 12: personal data - RGPD

We are committed to a privacy policy that protects your personal data. We only collect and use the personal data necessary for our champagne marketing activity. We may collect different categories of personal data from you, including:

- Identification and contact information (surname, first name, postal and e-mail address) ;
- identification and authentication data (technical logs, IP address, age);
- data relating to your champagne consumption habits and preferences;
- data relating to your interactions with us (letters, e-mails, on our website or on our social networking pages).

The collection and processing of your personal data is based on :

- Their necessity in order to execute the sales contract we have concluded with you;
- consent at the time you provide it to us;
- our legal obligations relating to the trade, and to the sale of alcohol in particular;
- our legitimate interest in knowing our customers and their preferences in order to increase our sales, personalize our communications, optimize our risk management and, if necessary, defend our interests in court.

We put in place the organizational, software, technical and physical means to ensure the confidentiality and security of your personal data, so as to prevent damage, deletion or access by unauthorized third parties.

We retain your personal data for the longest period necessary to comply with applicable legal and regulatory provisions, or for any other period required by operational, management and customer relations constraints.

Access to your data is restricted to our winery personnel, who are bound by an obligation of confidentiality and may only use your data in accordance with our contractual provisions and applicable legislation.

Apart from the carrier who may be required to deliver your orders, we undertake not to sell, rent or give third parties access to your data without your prior consent, unless we are obliged to do so for a legitimate reason (legal obligation, fight against fraud, exercise of rights of defence, etc.). Nor do we transfer your personal data outside the European Union.

You have the right to access, rectify, port and delete your data, as well as the right to restrict the processing of such data.

You may also, for legitimate reasons, object to the processing of data concerning you. To exercise your rights, please contact our winery by post or e-mail.

You may lodge a complaint with the CNIL if you consider that the processing of your personal

data constitutes a breach of the regulations. If you would like further information on your rights, and more specifically on this last right, please visit the website of the Commission Nationale de l'Informatique et des Libertés.

Article 13: Extended producer responsibility - household packaging recycling

In order to comply with regulations governing the recycling of household packaging, our company has signed up to a collective Champagne industry initiative with the state-approved eco-organization Adelphe.

Our unique identification number, issued by the administrative authority in charge, ADEME, is :
FR 37512902123

Ressortissant du Comité Champagne - SIRET 51290212300011

Article 14: Applicable law and jurisdiction

Our sales are subject to French law.

Jurisdiction is expressly attributed to the courts of the seller's domicile.
