

## GENERAL CONDITIONS OF SALE - FRANCE & EXPORTS "VINERGIE-DIVINIA SARL"

All our sales are subjected to the present 'General Conditions' of Sales' that are entirely part of our offers, they prevail on all conditions of purchase, except formal exemption and express on our part. All orders imply the acceptance of the General Conditions of Sales. The pure and simple acceptance of our suggestions induces full right the acceptance of these Conditions. They can be completed by particular special conditions to an order. In case of contradiction between the present and the special conditions, the latter will prevail for the disputed points.

**ARTICLE I – OFFER** The estimates establish by VINERGIE-DIVINIA SARL are valid 3 months to count from the first day of the emission, and in the limit of the available stocks. Passed this delay, they can be modified by VINERGIE-DIVINIA SARL, according to the economical conditions. All estimates established by VINERGIE-DIVINIA SARL constitute the special conditions modifying and/or completing the present General Conditions of Sales. The estimates established by VINERGIE-DIVINIA SARL have value of offer. All modification of our offer by his addressee concerning the quality, prices, terms of payment and/or of delivery, constitutes a contrary offer according to the meaning of the article 19 of the Convention of Vienna of the 11<sup>th</sup> of April 1980 that expressly will have to be approved by VINERGIE-DIVINIA SARL. Our offers agree "Ex-cellar" (ex-works – Incoterm 2010), except express mentions figuring on our offers.

**ARTICLE II – ORDERS** In case of orders received from the Buyer, the contracts will only be formed and valid after the written confirmation of the order by VINERGIE-DIVINIA SARL. The Buyer's order must imperatively be signed and take after, either the special disposals described at the time of the establishment of the estimate, under reserves of delay of validity of the estimate, either according to the Conditions of the Sale VINERGIE-DIVINIA SARL in force to the date back to the order. All modification brought by VINERGIE-DIVINIA SARL to the terms of the order of the Buyer constitutes a new offer. No modification or later cancellation is possible without the agreement expressed and written by VINERGIE-DIVINIA SARL. In any case, VINERGIE-DIVINIA SARL reserves itself the right to bill the order in its entirety. Also and in any case, VINERGIE-DIVINIA SARL informs the Buyer that it is his responsibility to verify the products quality and quantity, to the requirements of its customers.

### **ARTICLE III – PRICE**

**III – I/ ETABLISSEMENT OF THE PRICE:** Except opposite disposals:

- The prices are established without tax, including: the product supply, the expenses set up and the costs of functioning of VINERGIE-DIVINIA SARL.

- Exports sales: our prices are Ex-cellar France ("EX-WORKS" by the INCOTERMS 2000) - are not included : the cost of custom clearance, the relevant expenses to the transportation, to boarding and to unloading, to the transport by container or other method of storage to the harbour of destination, the rights and payable taxes to the importee, the expenses of customs and all indirect loads in force at the sale, and all various expenses of some nature that will be payable outside France are excluded; despite a specific suggestion amounted by VINERGIE-DIVINIA SARL and duly accepted by the two parties in writing in addition of the initial order.

- The prices and the payment change are indicated in Euros (€). The bills are affected of the VAT on the prices without tax, to the rate in force at the time of the invoice. The products intend for the Exports are exempted from VAT in item application 262 ter of the French General Code of the Taxes (CGI)

**III – II/ REVISION OF THE PRICE:** The unitary prices of the products were calculated while integrating the economical conditions and the legislation of work applied on the moment. All significant modification of the economical data and/or legislation, tax and rights, relative, to the exports of food products, to the wine-growing products and to the transportation trades, will imply de facto a reappraisal of the prices. In any case the prices of the scale will be revised on the 1st January of each year.

### **III – III/ TERMS OF PAYMENT:**

1) Except a different agreement, the invoices are presented as soon as the goods are removed; they are to be paid in France at the latest 45 days according to the date the order has been removed, or 60 days from the date of the invoice, by credit transfer or cheque (according to the Law n°2008-776 of "Modernisation de l'Economie" of the 04/08/2008).

2) Failing to pay by the deadline- all deadlines will become due immediately even in the case of existing bank draft. In addition, as a penalty and enforcement of the law; L.M.E. of the 4<sup>th</sup> of August 2008, the Buyer will be legally liable for a penalty for late payment, calculated by applying the full amount due, in interest rate applied by the French B.C.E. increased by 10 points (or three times the legal interest rate). In all cases, the non-payment of any invoices to the deadline means a serious breach by the Buyer of its obligations. VINERGIE-DIVINIA SARL, may immediately suspend any delivery and require, in case of recovery litigation, compensation for damages under the terms of Article 1152 of the French Civil Code.

From the 1<sup>st</sup> of January 2013 all failure of payment will induce a compensation of 40,00 €, in addition to the penalties above, according to the article L. 441-1 of the French Commercial law

3) Any amount paid from the acceptance of these Conditions of Sales and until the expiry of the period specified in the preceding paragraph shall be considered a deposit and will not have any credit option.

4) Special case: in the context of sales abroad (Export) or the distances to the delivery of goods increased delivery times, we allow time payments expandable up to 90 days. This will be negotiated on a case by case basis in exceptional and specific conditions and confirmed in writing by both parties.

### **ARTICLE IV – DUTIES**

**IV - I/ Obligations dependant of VINERGIE-DIVINIA SARL:** The products comply with the order; The setting up of back and box labels and all packaging specification or obligation.

**IV -II/ Obligations dependant of THE BUYER:** The provision in time of back labels to fix on products and packaging according to the agreements between the parties; The management of goods, payment of the duties and import taxes in a time of 24 hours, after arrival at the port of destination; The samples for tasting can not be sold; The storage of products before distribution, in optimal conditions of quality of storage.

### **ARTICLE V – DELIVERY**

**V - I/ DEADLINE:** The delays to take into account are those indicated on the order confirmation from VINERGIE-DIVINIA SARL or acceptance thereof, the date of delivery or pick-up should be a clear indication on the order. Unless expressly agreed otherwise, the deadlines are for illustrative purposes only, they do not overrun the Buyer the right to cancel sale or reject the products. They will not be accepted, compensation, penalty or damages, the Buyer expressly renounces the application of section 1611 of the Civil Code. The Buyer is bound by the delivery date, if it is delayed by the wishes of the Buyer and VINERGIE-DIVINIA SARL consent, the products will be stored and handled at the expense and risk of the Buyer without liability for VINERGIE-DIVINIA SARL. These provisions do not change the sales contract: The buyer shall remain liable for its payment obligation.

On the Export: Delivery is done in packages tailored to the means of transport and climatology of the country to ensure adequate protection of the goods during transport and delivery in accordance to the requirements of national and international packaging and marking of products. It belongs to the Buyer at the time of the order to inform VINERGIE-DIVINIA SARL of the regulations of his country and of his desire of a specific packaging and/or a marking. In the event that the marking or packaging requirements would entail additional costs, this amount will be charged in addition to the price fixed in our offers.

**V -II/ RESPONSABILITY:** Even though the "Franco"(free transport) is provided for certain sales in France, the products supplied by us or by a third party, always travel at the risk of the Buyer to which it belongs, in the case of apparent defect or missing goods, to verify the shipment upon arrival and take appropriate actions against all responsible carriers.

**V - III/ IMPOSSIBILITY DUE TO THE BUYER:** The refusal to take delivery, if it results from an inability of the Buyer, its employees, its agents or its subcontractors, will only be accepted by VINERGIE-DIVINIA SARL in terms of its own commitments. In all cases, VINERGIE-DIVINIA SARL will be entitled to charge the Buyer all costs and/or allowances incurred by it due to its commitments to the producers.

**V – IV/ OTHER:** VINERGIE-DIVINIA SARL informs the Buyer that sales are conditioned by the availability of products from producers. Accordingly, non-availability of products from the producer, the depletion of stocks is common causes of partial termination of the order.

### **ARTICLE VI - LIABILITY AND WARRANTY**

VINERGIE-DIVINIA SARL shall not be held responsible for problems that occurred after loading the goods at the picking up. The quality of a wine depends partly of subjective elements, and by ordering us wines, customers are expected to have a good knowledge of our wines and wines in general. The Buyer expressly waives the benefit of article 1587 of the Civil Code and accepts any discrepancy in the limits of analytical standards of the wine selected, our commitment is limited to the issue of quality and fair market wines. In case of error, defect or otherwise, our warranty is the simple exchange of wine or non-compliant in their repayment at our expense. Any notions of commercial or financial damage are excluded in order that under no circumstance can the Buyer claim compensation for whatever reason, such as operating or use loss, or commercial trouble, etc, provided without misreading the provisions of the Act of 14 May 1998 on liability for defective products (transposition of EC Directive 25 July 1985).

### **ARTICLE VII - INSURANCE**

The goods always travel at the expense and risk of the Buyer, whose responsibility it is to take out any insurance to guarantee against any damage that may occur during picking up, transportation and delivery, and unless otherwise agreed prior duly stipulated in writing by VINERGIE-DIVINIA SARL.

VINERGIE-DIVINIA SARL is insured for all damage to the goods until the day of loading goods at the picking up, date specified on the order. The responsibility then goes to the Buyer. Given the conditions listed in CLAUSE IX, the Buyer confirms to be insured by an insurance company for all damages resulting from a challenge to its responsibility after loading.

### **ARTICLE VIII - CONTESTING**

The Buyer is responsible for ensuring compliance of the wines on the day of delivery or picking up. The absence of the Buyer on the day of delivery carries the approval envisaged in CLAUSE VI. Any dispute regarding the nature or quality of goods must be notified to VINERGIE-DIVINIA SARL by registered letter within 48 hours of reception of goods and the finding of facts, omissions and deficiencies motivating the dispute, if not it will be taken in consideration. The Buyer shall keep the wine subject of the claim on its premises available to VINERGIE-DIVINIA SARL under normal conditions of storage of wines. A first requisition by VINERGIE-DIVINIA SARL, the Buyer will send back the goods and if the disagreement persists, it will be required to produce in support of its claim a case studied by an expert oenologist approved by the Law Court at its advanced cost, VINERGIE-DIVINIA SARL has the right of counter expertise or judicial. No returns will be accepted if it has not been priory agreed by VINERGIE-DIVINIA SARL.

### **ARTICLE IX – DUTY OF TERMINATION**

In case of the Buyer's failure to one of its basic obligations, the contract will be automatically terminated in favour of VINERGIE-DIVINIA SARL without prejudice to any damages that may be claimed by the defaulting party. The termination will take effect 15 days after sending a formal notice by registered letter with acknowledgment of receipt even if it stayed unfruitful.

### **ARTICLE X - RETENTION OF PROPERTY - TRANSFER OF RISK AND PROPERTY**

VINERGIE-DIVINIA SARL retains ownership and retention of title of the goods sold until payment of the full price in principal and accessories, including all penalties and interest due to VINERGIE-DIVINIA SARL. According to this article, the establishment of debt security obliging the payment (bank draft or other) is not recognised as payment until the full amounts are received. Non-payment of any of the deadlines may result in claims of property. These provisions do not prevent the transfer to the Buyer, straight from the picking up, of the risk of loss and deterioration of goods sold and the damage they may cause.

For all foreign sales (Export), the transfer to the Buyer of the risk of loss or damage which may affect products sold or to be caused by such products, will operate in accordance of the INCOTERMS 2000 - Ex Works mentioned above. As a result, the Buyer shall insure the products as soon as the transfer of risk has been done for its benefit. It should also practice a separate storage for product identification in case of control or recovery by VINERGIE-DIVINIA SARL. The products which will be sold by the Buyer will obligatory be for the account of VINERGIE-DIVINIA SARL, the receivables from the resale of right belonging to the latter.

### **ARTICLE XI - FORCE MAJEURE**

If, following fortuitous cases or Force Majeure, and VINERGIE-DIVINIA SARL was obliged to interrupt its deliveries, the contract would be automatically suspended for the time necessary, without compensation or damages in accordance in Article 1148 of the French Civil Code. Any event corresponding to the legal definition of Force Majeure or fortuitous event will be considered as such; Particularly will be considered as Force Majeure under these Terms and Conditions, yet this list is not limitative, war problems or concerted actions with the staff of producers or suppliers, riots, epidemics, terrorist acts, the total or partial interruption of transportation or slowdown, raw material shortages, impediments arising from the authority on items as import, exchange rate or regulatory internal economic problems , incidents and accidents and all causes resulting in unemployment of all or part of the staff of the producers. Force Majeure does not suspend the payment of goods already delivered. Force majeure precludes the debtor for all late fees and other damages.

**ARTICLE XII - DISPUTES** The sales contract is governed by the French Law. Failing amicably agreement, the parties agree that any dispute concerning the interpretation or enforcement of an order under these conditions will be of the exclusive competence of the commercial court of the headquarters of VINERGIE-DIVINIA SARL. The latter reserves the right to make the entry into force of the contract of sale at any administrative or financial cost and conditions that seem necessary.

**ARTICLE XIII - EFFECTIVE DATE** Unless otherwise stipulated, the effective date of the contract is the date of receipt of the written acceptance provided for in Article II. However, the effective date of the contract may be conditioned as appropriate to obtain the necessary administrative permits and documents, the payment of a deposit with the order, the establishment of a contractual guarantee (bank guarantee, opening a documentary credit, etc.) or cumulatively more of these conditions.

**ARTICLE XIV - FINAL PROVISIONS** These Terms and Conditions may be amended only with the written agreement of both parties. They shall be deemed approved by the Buyer unless written contesting by registered letter in accordance with the procedure described in the preamble to these Terms and Conditions. These Terms and Conditions are written in French and English. In case of dispute regarding the Terms and Conditions written in English, the Terms and Conditions written in French prevail on them.