



TERMS AND CONDITIONS OF EXPORT SALES FOR BUSINESS CUSTOMERS

1. Scope:

These Terms & Conditions of Sale (the "T&Cs") apply to export sales to professional buyers of bottles of AOC Champagne, Coteau Champenois or Ratafia, and all other products offered for export sales, and whose technical specifications are set out on the website <https://www.champagnedremontmarroy.com>

These T&Cs apply to all orders placed between SAS Les Perles de Saint Jean with share capital of 10,000 Euros, registered at the Soissons Trade and Companies Registry under company number 821 714 359 000 14, whose registered office is located at 11 Rue Paul Hivet ZA du Rugousset, 02310 CHARLY-SUR-MARNE, and with intra community VAT number FR27821714359 represented by Mr Jean-Rémi Dremont in his capacity as Chairman, duly authorised to sign (the "Seller") and any business customer within the meaning of the introductory article of the French Consumer Code (the "Buyer").

The T&Cs form the basis of the commercial negotiations between the parties and shall take precedence over any conditions of purchase, unless otherwise expressly stipulated. These T&Cs are regularly updated. The latest version of the T&Cs shall apply to the order. The Buyer confirms their agreement with these T&Cs when they confirm their order.

If one of the clauses in these T&Cs is found to be null and void or is cancelled, the other clauses shall not be cancelled. Any failure by Seller to enforce any of the articles in these T&Cs shall not be interpreted as or constitute a future waiver of the said T&Cs.

2. Prices

The applicable prices are those in force on the day the order is placed. The prices are in Euros FCA Charly sur Marne, departure from the Seller's premises at 11 rue Paul Hivet 02310 Charly-Sur-Marne (Incoterm®, ICC 2020), excluding taxes and excise duties where applicable.

The prices indicated do not include the cost of transport, packaging, labelling and packaging compliant with current regulations in the destination country as communicated by the Buyer if necessary.

The Seller reserves the right to adjust the prices at any time without prior notice being required. This revision shall be applicable to orders placed after the effective date shown on the new price list.

3. Orders:

The Buyer may order remotely by sending an email to Champagne.dremontmarroy@gmail.com, setting out the following

details: the precise product description, the quantity, the payment conditions, the required place and date of delivery, the carrier's name, the excise duty number, the import licence number or the freight forwarder if applicable.

The Buyer may also order directly from the estate located at: 11 rue Paul Hivet 02310 CHARLY-SUR-MARNE.

In this case, an appointment must be made by email or by telephone with the Seller's teams at least forty-eight (48) hours in advance, subject to availability of the teams. The appointment is definitive once the Buyer has received written confirmation.

The products are packaged and labelled according to current French legislation. It is the Buyer's responsibility to inform the Seller at the time of order of the regulatory provisions in the country of destination and of any specific packaging and/or labelling requirements. If the requested packaging and labelling entail additional costs, these shall be borne by the Buyer.

Orders shall only become definitive when the Seller sends written confirmation to the Buyer, and once the sums due have been received.

Definitive orders may not be modified or cancelled by the Buyer.

4. Refusal of orders/Reservations and Unavailability of Products:

The Seller reserves the right to accept or refuse the order and to express reservations in the following circumstances:

- ✓ The Seller reserves the right not to accept the Buyer's order if the Seller has already encountered payment problems (non-payment or late payment) of one (or more) previous order(s).
- ✓ The Seller reserves the right not to accept the Buyer's order if the Seller has already encountered delivery problems due to the Buyer's bad faith or lack of cooperation.
- ✓ The Seller may refuse to sell to a Buyer who is domiciled in a country or territory in which the Seller has previously granted exclusive sales rights to another professional.
- ✓ The products are offered for sale subject to availability of stock. If one or more products are unavailable in the validated order, the Seller is authorised to cancel the order and refund the Buyer, or, where possible, offer the Buyer equivalent products at an equivalent price, subject to availability of stock.

5. Delivery:

Unless otherwise stipulated, deliveries outside mainland France are made FCA Charly sur Marne Departure from Seller's premises at 11 rue Paul Hivet 02310 CHARLY-SUR-MARNE (Incoterm®, ICC 2020).

Shipments are made exclusively in multiples of 6 x 75cl bottles of champagne, except for 1.5l magnums, which may be shipped individually to the Buyer.

Delivery is made:

- ✓ either by handing over the goods directly to the Buyer; or
- ✓ by making the goods available at the place indicated in the Incoterm.

Delivery times are given for information and guidance only. If the Seller does not respect the delivery deadline, this shall not give rise to compensation.

For orders requiring packaging and labelling to be brought into conformity, in particular before dispatch, the start of the delivery period is subject to receipt of all technical documents and raw materials required to start bringing the goods into conformity.

The Buyer must ensure that the carrier's lorries are perfectly clean, free of any odour that could affect the product, and ensure a lorry temperature of between 8 and 18°C and that it is not excessively humid. The Buyer is responsible for providing proof of transport conditions.

The Seller shall not be liable for any damage, loss, theft or defective or damaged package. The Buyer is therefore invited to check the packages on receipt and to notify the carrier of any reservations, specifying the damage in writing on the delivery receipt at the time of delivery.

Any damage that has not been subject to a reservation as specified above shall be deemed to have been accepted by the Buyer in accordance with article 105 of the French Commercial Code. Acceptance without reservation covers any visible defects and/or shortage. The Seller shall not be liable under any circumstances for events that occur during transport.

The Buyer undertakes to take out an insurance policy to cover the risk of loss, destruction or theft of the goods as soon as the risks are transferred.

6. Liability:

A wine's quality depends in part on subjective factors. The Buyer is deemed to have a good knowledge of the Seller's wines. The Buyer expressly waives the benefit of article 1587 of the French Civil Code and accepts any deviation within the analytical norms of the selected wine(s). The Seller's commitment is limited to the delivery of wines of fair and merchantable quality.

The Seller declines all responsibility and shall not be held liable for any loss caused to the Buyer or to a third party due to improper or abusive use of a product or if the Buyer fails to take care when handling the cork or bottle, or due to unsuitable storage conditions. The Seller's liability, for whatever reason, except for personal injury and gross negligence, is limited to the amount received for the sale of the products.

No return of products shall be accepted without the Seller's express, prior agreement.

The Buyer is informed that the product complies with legislation, standards and regulations in force in France. The Buyer shall not hold the Seller responsible for any failure to comply with a standard, regulation or legislation in the country of destination of the product.

The guarantee against latent defects provided for under articles 1641 to 1649 of the French Civil Code does not apply to defects and deterioration caused by natural wear and tear or by an external accident, a modification to the product, abnormal use, use in conditions other than those for which it was produced, in particular in conditions not set out by the Seller.

7. Payment

Unless otherwise agreed between the parties, payment is made when the order is placed by bank transfer. The Buyer shall bear any bank and exchange rate charges.

Payment shall be considered final when the Seller has received the amount due. Non-payment, even partial, of any payment due may lead, at the Seller's discretion, to the sale being rescinded and the products being reclaimed. In accordance with article L.441-10 of the French Commercial Code, any partial or total payment delay will automatically result in penalties at the European Central Bank (ECB) key interest rate in force on 1 January of the current year plus ten (10) points for each invoice, without this rate being less than three times the legal

interest rate in force in France.

In addition, in the event of non-payment of a payment that is due, the Buyer is automatically liable for a fixed-rate indemnity of forty (40) Euros under article D.441-5 of the French Commercial Code for recovery costs, from the first day of late payment, applicable to each invoice in dispute.

In addition, all collection costs shall be borne by the Buyer.

The Seller shall issue a proforma invoice to the Buyer once the order has been confirmed.

As soon as the funds have been received, the Seller shall issue a final invoice excluding VAT containing all the compulsory information required under article L.441-9 of the French Commercial Code in duplicate, one of which will be sent to the Buyer. This invoice, together with the customs and conformity documents, shall be sent electronically. If the Buyer's local legislation requires additional information on the invoice, the Buyer must inform the Seller.

8. Retention of title

The Seller retains ownership of the product until full payment of the price (principal amount and incidentals) has been made. In the event of non-payment, the products must be returned to the Seller automatically without further procedure or formality. If return of the products is physically impossible, the products must be paid for at the agreed price plus any late payment penalties and indemnities owed by the Buyer to the Seller.

If the Buyer is the subject of a receivership or liquidation proceeding, the Seller reserves the right to reclaim, within the framework of the initiated proceedings, the products that were sold to the buyer and remain unpaid for.

9. Renegotiation

Article 1195 of the French Civil Code applies to relations between the Seller and the Buyer. If a change of circumstances occurs that was unforeseeable at the time the contract was entered into, rendering performance of the contract excessively onerous for a party who had not agreed to assume such a risk, that party may request a contract renegotiation from the other party. Unforeseeable changes in circumstances include a significant increase in the price of raw materials or supplies that are essential to production of the product.

10. Intellectual property

The Seller owns all the intellectual property rights, and in particular the industrial property rights covering the products sold to the Buyer. The products delivered by the Seller under these trademarks may only be resold in their original presentation and in conditions consistent with their brand image.

The Buyer undertakes to respect all of the Seller's intellectual property rights, of which the Buyer declares it has full knowledge, in particular with regard to trademarks, designs and models, as well as other intellectual property rights held by the Seller, and the Buyer shall refrain from reproducing, unless expressly authorised in writing by the Seller, on any medium whatsoever, the trademarks or elements enabling the products and the Seller to be differentiated, such as, but not limited to the trademark, the logo and the brand name.

The products are subject to the rules applicable to the *appellation d'origine contrôlée* (AOC, controlled origin) wines, with the specifications for AOC "Champagne". The Buyer shall refrain from reproducing this wording on any drink that has not obtained the "Champagne" AOC, in accordance with current legislation.

11. Force majeure

Events that are outside the control of the parties (events that