

General Conditions of Sale to Individuals

Acceptance of these general conditions of sale

In the absence of special stipulations and agreed in writing between the parties, all orders are automatically subject to these terms and conditions, which prevail over any other document, such as prospectus, press, catalogs or e-mailing issued by the seller, which are only indicative.

Offers / Prices / Orders

All our deliverable wine offers are valid while stocks last, excluding promotions, special offers and gifts. Rates are expressed in Euros, all taxes included. Our offers are exclusively reserved for private customers, and in no case for professional resellers. Orders are confirmed by sending the invoice but are not final until receipt of full payment of the price of the goods.

Terms and conditions of payment

The goods are settled in full on order, either **by check** made out to SCEA de l'Eglisette, **or by transfer to our bank account** with the following references:

Credit Agricole Code BIC / SWIFT : AGRIFRPP878 IBAN: FR76 1780 6008 6004 1110 9368 226

No extension of time can be granted without our prior express consent. An invoice expressed in Euros will be issued by SCEA de l'Eglisette and sent to the customer at the indicated billing address. For orders over 48 bottles delivered at once to an address in mainland France, delivery is carried out free of charge. For any order between 13 and 47 bottles, it will be requested a contribution to transport costs of 25 Euros including VAT, and for deliveries up to 12 bottles a participation of 18 Euros TTC.

For deliveries abroad, please contact us by email.

Deliveries

Our deliveries are made within a maximum period of 30 days from receipt of full payment of the final invoice. However, if 7 days after this deadline, and except in cases of force majeure, the goods have still not been delivered, the customer may terminate the contract by LR / AR, and within sixty working days from the date of delivery. initial date of delivery. The client will obtain restitution of his payment to the exclusion of any other indemnity or damages, at the latest within 14 days. In the event of an error in the information provided by the customer, the ECE will not be held responsible for the impossibility of delivering the goods in a timely manner. **Upon receipt of the goods**, it is your responsibility to check the condition of the goods and make any necessary findings in case of breakage, damage or missing, **expressing your reservations clearly** on the delivery note, and within 48 hours after , by registered letter with acknowledgment of receipt to the carrier, including a copy to the seller, in order to preserve his rights.

Hand delivery

By choosing the "delivery by hand", you do not pay the shipping costs and come to withdraw your order from our delivery addresses by appointment with your order confirmation. The delivered bottles are no longer under the responsibility of the SCEA de l'Eglisette as soon as you leave the places of storage

Late payment

Any sum not paid at the due date gives rise to the application of right and without implementation shall remain liable for late payment interest equal to three times the legal interest rate in force. In the event of recovery by litigation, a fixed compensation of 15% of the amount of the order will be requested without prejudice to late

Retention of title clause

By express agreement, all our goods remain our property wherever they are until full payment of invoices due. This does not preclude, from the delivery of the goods, the transfer of the risks of the goods to the buyer.

Resolution of the contract

In case of default of payment by the customer or withdrawal of the goods on the agreed due date and one month after a formal notice remained unsuccessful, the sale will be solved by right if it seems good to the seller, with refund of installments paid by the buyer, and the possibility for the seller to apply for interim relief, the return of products already delivered if necessary, without prejudice to other damages.

Applicable Law and Jurisdiction

These GTC are subject to the application of French law, excluding the provisions of the Vienna Convention. Only the court of Thonon les Bains will be competent for any dispute arising from the application hereof

. Protection of minors

In accordance with Article L. 3342-1 of the Public Health Code, the buyer undertakes to be 18 years old at the date of the order.

Alcohol abuse

Alcohol abuse is dangerous for your health. Know how to consume and enjoy in moderation.