



General terms and conditions of sale to private customers

Legal notice

Company name : SC MOUEIX BERNARD

Head office: Château Taillefer - 30 chemin de Taillefer, 33500 Libourne

Siret : 40381815600016

Phone number : 06.08.11.13.56

Email : visite@moueixbernard.com

Legal representative: Catherine MOUEIX

Legal status: Société Civile d'Exploitation Agricole (SCEA)

Capital : 297 600 euros

Article 1 : Definitions

The Château: refers to SC MOUEIX BERNARD which produces and markets the wines of Château Taillefer and Château Tauzinat l'Hermitage.

The Customer: shall mean any individual of legal age who has placed an Order for his or her own personal use, as defined in the introductory article of the French Consumer Code.

The Carrier: refers to the company responsible for delivering the Orders.

Products: refers to all items listed and available for purchase.

The Order: refers to any Product purchased by a Customer.

GCS: refers to these General Terms and Conditions of Sale.

Article 2 : General sales principles.

These General Terms and Conditions of Sale govern the sale of Products offered by the Château. Consequently, placing an Order implies the Customer's full and unreserved acceptance of these GCS..

In the absence of any specific stipulation in these terms and conditions agreed in writing between the parties, Orders are automatically subject to these GCS, regardless of any clauses that may appear on documents completed by the Customer.

The Château may amend these General Terms and Conditions at any time and without prior notice, in which case the amendments will apply to all subsequent Orders.

If you do not wish to be bound by these GTC, do not place an Order with the Château.

Article 3 : Clients

The Products offered for sale are strictly reserved for 'physical persons' who have reached the age of majority in their country of residence and who have full legal capacity.

The Château may refuse the benefit of its offers to any individual or legal entity that appears to be or represents a professional reseller. The Château reserves the right to cancel or refuse any order from a Customer with whom there is a dispute regarding a previous order.

In accordance with the provisions of article L.3342-1 of the French Public Health Code, the Château reserves the right to ask the Customer to provide proof of identity and age

Article 4 : Products

The Products offered for sale are manufactured and marketed in accordance with current French standards

Each Product offered for sale is described in terms of its essential characteristics. The photographs or graphic representations used to illustrate the Products, whether standard or personalised, are not contractually binding. If you have any questions about one of our Products, you can contact the Château by e-mail or telephone.

The Château must comply with the French standards applicable to the products it sells. It may have to modify its Products and packaging in order to comply with these standards, in particular by integrating logos and/or compulsory information.

The Château is in no way responsible for any defects that may affect the wines purchased from it, caused by poor conservation or handling of the wines by the Customer. It is the Customer's responsibility to ensure that the wines are stored properly, in a sufficiently humid place, away from light, heat, vibrations and unpleasant odours. Even wines for laying down cannot be kept for ever.

The Products are not intended to be used for advertising or communication purposes. They are not intended for resale.

Article 5 : Orders

To place an Order, the Customer may visit the Château directly or contact it by e-mail or telephone. In the case of a shipment, the Customer must provide a valid delivery address and indicate the possible delivery dates. If the Customer wishes to be delivered to several addresses, separate orders must be placed. An Order Confirmation will be sent by e-mail to the Customer specifying the delivery terms and conditions as well as the prices and quantities of the Products. As Product prices are subject to change, our offers are valid for 31 calendar days; beyond this date, please confirm the prices with the Château.

To finalise the Order, the Customer must pay in full. Payment of the Order implies acceptance of the current GTC. Once payment has been received by the Château, the Order will be made available to the Customer.

The Château reserves the right to refuse any non-compliant or dubious Order, as well as any Order from a Customer who has not paid in full for a previous Order. In the event that an Order is refused, the Château will inform the Customer as soon as possible.

Article 6 : Terms of payment

The Customer can make payment in one of two ways:

- At the property: in cash or by credit card. Foreign currency and cheques are not accepted.
- Remotely: on the SC Moueix Bernard secure online payment page:

<https://pay-pro.monetico.fr/moueixbernard/paiement>

Monetico is a secure online payment solution developed by Cr dit Mutuel. Bank details are entered via a secure server, guaranteeing the security and confidentiality of the information provided by the Customer during the bank transaction.

The Ch teau reserves the right to refuse to make an Order available in the event that the banking institution refuses to authorise payment or in the event of partial payment by the Customer.

Article 7 : Shipments

The Customer must provide a valid delivery address and contact details, as well as the delivery dates on which they will be able to ensure that they receive their Order. The Customer guarantees that the person receiving the delivery is of legal age to purchase or consume alcohol in his/her country.

The Products are sent to the Customer via the Carrier selected by the Ch teau. The Carrier carries out the administrative formalities and monitors the delivery. The Customer benefits from a global price delivered to their home address. The Customer is informed by email or text message of the time of delivery.

Any shipment of our Products implies that the bottles are housed in a certified shipping carton, which excludes the shipment of Products in wooden crates.

Article 8 : Terms of delivery

As soon as payment for the Order has been received, the Ch teau will initiate collection by the Carrier and confirm the approximate delivery date. Delivery times may vary depending on the country, seasonality, quantity and availability of the Products. The Order is delivered to the address indicated by the Customer (to the main entrance of the building or house - depending on your Order, we recommend that you ask for help in handling it).

As our Orders are carefully checked and packaged before dispatch, it is the recipient's responsibility to make all necessary reservations with the Carrier in the event of damage, missing items, etc.

The transfer of risk and ownership of the Products shall take place on the date on which the Order is delivered to the address indicated by the Customer. Delivery shall be understood to mean the handing over of the Order to the Customer or his/her authorised representative at the address indicated.

If the Customer is absent at the time of delivery, the Order shall be collected from the nearest collection point to the delivery address. The Customer shall be informed by e-mail or text message of the address to which the Order has been delivered and the time limit for collecting it. In the event that the Customer does not collect the Order, the Customer shall be liable for the cost of returning and re-sending the Order. If the Customer refuses to pay, the Order shall be retained by the Ch teau.

In the case of an incorrect address, the Carrier and the Ch teau cannot be held responsible for an error in the recipient's address making delivery impossible. In the event that the Carrier is unable to modify the data entry error resulting in the return of the Order, the cost of return and reshipment shall be borne by the Customer.

In the event that the Customer notes an anomaly on the part of the Ch teau (for example: product delivered that does not conform to the product requested), the Ch teau undertakes to reimburse all costs incurred by the Customer: price of the product plus shipping and return costs, provided that the Products are returned in their original packaging, undamaged and unopened. The return will be made by the Carrier chosen by the Customer and the returned Products travel at the Customer's risk. If this

is not the case, the Château may refuse to reimburse the Customer following the return of a Product that does not comply with this condition, without the Customer being able to make any claim or claim compensation in this respect.

Article 9 : Right of cancellation

Pursuant to the provisions of Article L221-18 of the French Consumer Code, the Customer has a period of 14 calendar days from receipt of his/her Order to inform the Château of his/her withdrawal by e-mail to visite@moueixbernard.com. The Château invites the Customer to indicate whether he/she wishes to be reimbursed for all or part of the Order. The original invoice and a cancellation letter containing the following information must be enclosed with the returned products:

LAST NAME

NAME

Products and quantities

Order/Invoice n° _____

From: ___ / ___ /20___

Received: ___ / ___ /20___

Signature:

Products must be returned within 14 calendar days of receipt of the withdrawal request. This will give rise to a refund equal to the sum paid by the Customer for the purchase of the Products. Shipping and return costs remain the responsibility of the Customer. The return will be made by the Carrier chosen by the Customer and the returned Products travel at the Customer's risk.

Any Product that the Customer returns to the Château must remain in its original packaging, undamaged and unopened. If this is not the case, the Château may refuse to reimburse the Customer following the return of a Product that does not comply with this condition, without the Customer being able to make any claim or claim compensation in this respect.

Refunds for returned Products will be made within 14 calendar days of receipt of the Products.

Article 10 : Personal data

The Château declares that it complies with the provisions of Act 78-17 of 6 January 1978, as amended, relating to data processing, data files and individual liberties and with the provisions of Regulation (EU) 2016/679 'RGPD'.

Pursuant to article 27 of the French Data Protection Act no. 78-17 of 6 January 1978, the Customer has the right to access, modify, rectify and delete data concerning him or her. The Customer may exercise this right:

- By e-mail : visite@moueixbernard.com
- By post : SC MOUEIX BERNARD - Château Taillefer - 30 chemin de Taillefer, 33500 Libourne

The personal information collected may only be communicated externally with the Customer's prior consent. This information may also be disclosed in order to comply with legal and regulatory obligations.

Article 11 : Fighting alcohol abuse

The Château reminds you that alcohol abuse is dangerous to your health and should be consumed in moderation. You must not have any medical contraindications to drinking alcoholic beverages.

Article 12 : Force majeure

The Château cannot be held responsible for non-performance of the GTCS in the event of an event of force majeure, as defined by article 1218 of the French Civil Code and the case law of the French courts.