

Article 1 - Scope

These general terms and conditions of sale (hereinafter referred to as the "General Terms and Conditions of Sale") apply, without limitation or qualification, to all sales concluded by the company Vignobles K (hereinafter referred to as the "Seller") to consumers and non-professional buyers (hereinafter referred to as the "Customer"), wishing to purchase the products offered for sale by the Seller (hereinafter referred to indifferently as the "Product" or the "Products") on the website www.vignoblesk.com (the "Website") and within France.

The General Terms and Conditions of Sale stipulate, in particular, the terms and conditions applying to the ordering, payment, delivery and processing of any returns of Products ordered by the Customer.

The validation of the order of a product proposed for sale on the website www.vignoblesk.com implies the full, explicit and unreserved acceptance of these General Terms and Conditions of Sale, without this acceptance requiring a handwritten signature.

The General Terms and Conditions of Sale apply to the exclusion of all other terms and conditions, and in particular those applicable to sales in shops or through other retail and commercial channels.

The General Terms and Conditions of Sale are accessible at all times on the Website and shall prevail, where required, over any other version or any other contradictory document. The Customer declares that they have read the General Terms and Conditions of Sale and accepted them by ticking the box provided for this purpose prior to the finalisation of the online ordering procedure. The Customer also declares that they have read the information in the "legal notices" tab on the Website.

As the General Terms and Conditions of Sale may be subject to future amendments, the version applicable to the Customer's purchase is the one in effect on the Website on the date of validation of the order.

Unless proved otherwise, the data recorded in the Seller's computer system constitutes proof of all transactions concluded with the Customer.

The validation of the order by the Customer constitutes acceptance without limitation or qualification of the General Terms and Conditions of Sale and the Customer acknowledges that they have the required capacity to contract and acquire the Products proposed for sale on the Website.

The General Terms and Conditions of Sale remain effective for the time required to supply the Products and until the expiry of the Seller's warranties and obligations.

Article 2 - Company

The Website www.vignoblesk.com is published and operated by Vignobles K, a company with a capital of €30,000, whose head office is located at 1 CASSEVERT 33330 SAINT-CHRISTOPHE-DES-BARDES, registered with the Libourne Trade and Companies Registry (Registre du commerce et des sociétés, RCS) under number 801 814 963, with the VAT number FR04801814963.

Publication director: Mr Howard KWOK

Website hosted by:
COBALT
30 rue de la république
33150 CENON
www.cobalt-informatique.com

The Customer can contact our customer service:
- by email at reservation@vignoblesk.com
- by telephone at +33 (0)5 57 24 77 15. Our advisers are at your disposal from Monday to Friday from 10 am to 6 pm.
- by post: 1 lieu-dit Cassevert, 33330 Saint Christophe des Bardes, France.

Article 3 - Customer - protection of minors

The Customer is a natural person, who orders on the site for personal purposes, and has the legal capacity to enter into a contractual commitment, as defined by articles 1145 et seq. of the French Civil Code.

In accordance with the provisions of article L. 3342-1 of the French Public Health Code, which prohibits the sale of alcohol to minors under the age of eighteen (18), the Customer certifies and warrants, by validating their order, that they are over 18 years of age on the date of the order.

Article 4 - Products

The Products offered by the Seller comply with current French legislation and the standards applicable in France.

Each Product receives a description presenting its main characteristics, in accordance with the provisions of article L. 111-1 of the French Consumer Code.

Vignobles K does its utmost to ensure that these descriptions, along with any visuals, photographs, diagrams, video films or other media presenting the Products are as faithful as possible to the Products offered for sale. Nevertheless, the photographs or graphic representations used to illustrate the Products are for information purposes only.

Customers are reminded that alcohol abuse is a danger to health. Alcohol should be consumed and appreciated in moderation.

Article 5 - Orders

Each order of bottles must be made for a minimum of six (6) bottles of wine and the total number of bottles ordered must be a multiple of six (6).

To purchase one or more Products, the Customer must follow the following order process:
- identification on the Website or registration on the Website by filling in the identification form with all the requested details,
- selection of articles and their addition to the basket,
- validation of the contents of the basket,
- return to the boutique,
- automatic generation of the payment confirmation email (sent by the bank) and order confirmation email.

The Customer may at any time during the ordering process view the details of their order and its total price and correct any errors, before then confirming the order to express their acceptance.

The Seller reserves the right to cancel or refuse any order from a Customer with whom there is a dispute over the payment of a previous order or a Customer who does not have the capacity to contract. Any order implies acceptance of the prices and descriptions of the items available for sale as presented on the Website.

The Seller undertakes to fulfil orders received on the Website only within the limits of available stocks.

Article 6 - Rates

The Products are supplied at the prices in effect as displayed on the Website, at the time the order is registered by the Seller. Prices are expressed in euros, inclusive of all taxes.

The prices presented on the Website do not include processing, shipping, transport and delivery costs, which are invoiced in addition, under the conditions indicated on the Website. These costs are calculated prior to placing the order and borne by the Customer. The payment requested from the Customer corresponds to the total amount of the purchase, including these additional costs. Vignobles K reserves the right to modify its prices at any time, without prior notice, it being understood that the products shall be invoiced on the basis of the prices in effect at the time of the order.

Article 7 - Terms of payment

The price is payable immediately and in full on the day the order is placed by the Customer, by means of secure credit card payment.

Payment data is exchanged in an encrypted form using the 3D Secure protocol for Visa and Mastercard bank cards.

In accordance with Article L. 132-2 of the French Monetary and Financial Code, the commitment to pay given by means of a payment card is irrevocable. By communicating their bank card details, the Customer authorises the Seller to debit their bank card for the amount corresponding to the total amount of the purchase, including any ancillary costs.

To this end, the Customer confirms that they are the holder of the bank card to be debited and that the name appearing on the bank card is indeed their own. The Customer communicates the sixteen digits and the expiry date of their bank card as well as, if applicable, the numbers of the card security code.

The Seller shall not be obliged to deliver the Products ordered by the Customer if the Customer does not pay the full price in accordance with the above-mentioned conditions.

Payments made by the Customer shall not be considered final until the Seller has actually received the sums due.

Furthermore, the Seller reserves the right, in the event of non-compliance with the payment conditions set out above, to suspend or cancel the delivery of ongoing orders placed by the Customer.

Article 8 - Preparation of orders and deliveries

8.1 Territory covered

The products purchased on the Website are delivered in metropolitan France, excluding French overseas departments and territories.

Deliveries abroad are possible on request. The Customer is asked to contact customer service by telephone.

8.2 Place of delivery

The Customer must choose the place of delivery: home address, office, third party address or holiday location, so that the shipment can be received very quickly.

Deliveries are made to the address indicated at the time of the order, which cannot be subsequently changed. The Customer is solely responsible for a delivery failure due to insufficient information being provided at the time of ordering.

8.3 Delivery costs

The cost of delivery depends on the country of delivery, the size of the order, its weight and the delivery method chosen by the Customer. In all cases, the cost of delivery is indicated to the Customer before the order is confirmed.

8.4 Delivery times

The delivery date is indicated in the order confirmation.

In the event of a delay in the delivery, the Seller informs the Customer by email. The Customer is then entitled to cancel the order if they wish, and in this case shall provide the Seller notice of cancellation in writing.

If the order has not yet been dispatched when the Seller receives the Customer's cancellation notice, the delivery shall be blocked and the Customer shall be reimbursed any sums debited within fourteen days of receipt of the cancellation notice.

If the order has already been dispatched when the Seller receives the Customer's cancellation notice, the Customer may still cancel the order by refusing the shipment. The Seller shall then proceed to reimburse the sums debited as well as the return shipping costs paid by the Customer within fourteen days following receipt of the returned shipment in full and in its original condition.

8.5 Claims

The Customer is responsible for verifying the condition of the delivered Products. The Customer avails of a period of three (3) working days from delivery to communicate any reservations or claims in writing (by post, email or fax) for non-conformity or patent defects in the Products delivered (e.g. damaged package, already opened package, etc.), accompanied by all the relevant supporting documents (photos in particular). Once this period has elapsed and should the Customer have failed to comply with these formalities, the Products shall be deemed to be compliant and free of any defect.

The Seller shall, without delay and at its own expense, reimburse or replace the delivered Products whose lack of conformity or patent or latent defects have been duly proven by the Customer, under the conditions provided for in Articles L. 217-4 et seq. of the French Consumer Code and those provided for in these General Terms and Conditions of Sale.

Article 9 - Transfer of ownership - transfer of risk

The transfer of ownership of the Products from the Seller to the Customer shall only take place when the Customer has paid for the Products in full, regardless of the delivery date of the said Products.

In the event of an order for Product(s) to be delivered in metropolitan France, the transfer of the risks of loss and deterioration relating thereto shall be effected at the time when the Customer takes physical possession of the Products.

In the event of an order for Products to be delivered outside metropolitan France, regardless of the date of transfer of ownership of the Products, the transfer of the risks of loss and deterioration relating thereto shall be effected, should the carrier be chosen by the Customer, as soon as the Products are handed over to the carrier chosen by the Customer, once the said carrier has taken possession of the goods from the Seller, without qualification. The Products shall therefore be transported solely at the Customer's risk; it is the Customer's responsibility to take action against the said carrier, which the Customer fully accepts.

Article 10 - Right of withdrawal

10.1 General provisions

In accordance with the provisions of articles L. 221-18 et seq. of the French Consumer Code, as a consumer (a natural person who places an order with Vignobles K acting for purposes that are not within the scope of their commercial, industrial, artisanal or freelance activity), the Customer avails of a period of fourteen (14) clear days to exercise their legal right of withdrawal, for all or part of their order, except for the Products referred to in article 10.3 below.

This fourteen-day period runs from the day of delivery of the order, and in the event of the Products being delivered separately, the period runs from receipt of the last item or batch or the last part of the order.

The Customer does not have to provide any justification for exercising their right of withdrawal and is not subject to any penalty. This right of withdrawal is exercised without penalty or costs, except for the cost of return shipment and delivery.

10.2. Methods of exercising the right of withdrawal

1. Providing the Products are subject to a right of withdrawal, the Customer may exercise this right:
- by contacting customer service at reservation@vignoblesk.com.
- by contacting a customer advisor at +33 (0)5 57 24 77 15, Monday to Friday from 10am to 6pm.
- by filling in the online withdrawal form.

2. The Customer shall then avail of a period of fourteen (14) days from the notification of their decision to withdraw to return the Products, at their expense, to Vignobles K, 1 Cassevert, 33 330 Saint Christophe des Bardes, France.

The package must imperatively allow for the identification of the Customer and the order concerned by the return, otherwise it cannot be processed.

3. This right of withdrawal is exercised without penalty or costs, including delivery costs, which are reimbursed on the basis of a standard delivery proposed by Vignobles K, with the exception of return shipment costs.

In the event that the right of withdrawal is exercised, the Customer shall be offered the choice of a refund, a credit note to be used for a future purchase or an exchange of the Product.

Only Products returned complete and intact in accordance with the provisions of article L. 121-21-3 of the French Consumer Code shall be accepted.

The right of withdrawal is not applicable when the sales contract is established between two professionals.

10.3. Products excluded from the legal right of withdrawal

In accordance with the provisions of article L.221-28 of the French Consumer Code, the right of withdrawal cannot be exercised for orders relating to certain products, as specified in the list below. Thus, any purchase relating to this type of product cannot be returned after receipt.

- Products likely to deteriorate or expire quickly, including fresh produce;
- Products that have been unsealed by the consumer after delivery and that cannot be returned for reasons of hygiene or health protection;
- Products that after delivery and by their nature are inseparably mixed with other items.

Article 11 - Seller's responsibility - Guarantees

Les Produits vendus sur le Site Internet sont conformes à la réglementation en vigueur en France qui lui est applicable. The Products sold on the Website comply with the relevant regulations in effect in France.

Vignobles K's responsibility towards its Customers is bound by the legal guarantee of conformity under the conditions and time frames set by law and in particular by articles L. 217-1 et seq. of the French Consumer Code, as well as by the law relating to defects in sold items, under the conditions set out in articles 1641 to 1648 and 2332 of the French Civil Code

1. Within the framework of the legal guarantee of conformity, in accordance with the provisions of articles L. 217-4 et seq. of the French Consumer Code, Vignobles K undertakes to deliver a Product in conformity with the contract and its description on the Website.

It is recalled that within the framework of the legal guarantee of conformity:

- the Customer avails of a period of two years from the delivery of the goods to take action against the Seller;

- the Customer may choose between having the goods repaired or replaced, subject to the cost conditions provided for in Article L. 217-9 of the French Consumer Code;

- the Customer is exempt from having to provide proof of the existence of the Product's lack of conformity in the 24 months following delivery of the Product;

- instead of invoking the legal guarantee of conformity, the Customer may have recourse to the guarantee against latent defects and choose between the cancellation of the sale or reimbursement of part of the initial price.

Excerpts from the French Consumer Code:

Art. L.217-4. The seller must supply goods that are in conformity with the contract and must take responsibility for defects existing when the item is supplied.

The seller is also responsible for defects resulting from the packaging, assembly or installation instructions where its responsibility is stipulated by the contract or where it is responsible for having them performed.

Art. L.217-5. In order to comply with the contract, the goods must:

1° Be suitable for the purpose usually associated with such a product and, where applicable:
- match the description given by the seller and have the qualities that the seller presented to the purchaser in samples or models;
- have the qualities a purchaser is legitimately entitled to expect given the public declarations made by the seller, the manufacturer or its representative, particularly in advertising or labelling;

2° Or feature the characteristics jointly agreed upon by the parties, or be suitable for any special use required by the purchaser and brought to the seller's attention and accepted by the seller.

Article L.217-7. Defects in conformity that appear within a period of twenty-four months from delivery of the item are deemed to exist at the time of delivery, unless proven otherwise.

In the case of the sale of second-hand goods, this period is set at six months. The seller may challenge this claim if it is not consistent with the nature of the item or the alleged lack of conformity.

Art. L.211-12. - Any action arising from a lack of conformity must be taken within two years after delivery of the item.

2. The guarantee against latent defects applies if the sold product contains a latent defect making it unfit for the use for which it is intended, or which so impairs this use that the Customer would not have bought it or would have only paid a lower price for it, had they been aware of the defect.

The Seller undertakes, after evaluation of the defect:
- to reimburse the full price of the returned product,
- to reimburse it in part if the Customer decides to keep the delivered product.

This guarantee does not apply to patent defects.

Excerpts from the French Civil Code:

Art. 1641. - The seller is bound by a guarantee against latent defects in the sold item that make it unfit for the use for which it is intended, or that so impair its use that the buyer would not have bought it or would have only paid a lower price for it, had they been aware of such defects.

Art. 1648. - Any action arising from redhibitory defects must be brought by the purchaser within two years of discovering the defect.

Legal guarantees of conformity and latent defects pertaining to Products sold by Vignobles K may be exercised:
- by contacting customer service at reservation@vignoblesk.com.
- by contacting a customer advisor at +33 (0)5 57 24 77 15, Monday to Friday from 10 am to 6 pm.
- by filling in the online withdrawal form.

ARTICLE 12 – DATA PROTECTION AND FREEDOM OF INFORMATION

Please note that certain information is mandatory and necessary to process your order. Failure to answer a mandatory field is likely to compromise the proper follow-up of your order.

In application of law no. 78-17 of 6 January 1978 modified by law no. 2018-493 of 20 June 2018 reinforced and completed by the GDPR (General Data Protection Regulation) which came into effect on 25 May 2018, it is recalled that the personal data requested from the Customer is collected and processed as indicated below:

Identity of the party responsible for processing the data:

Vignobles K
Limited liability company (Société à responsabilité limitée, SARL)
Share capital social: €30,000
Head office: Cassevert, 33330 Saint Christophe des Bardes, France
801 814 963 RCS Bordeaux
Madame Rachida Hammouch
Tel : 33 (0)5 57 24 77 15 - Mail : reservation@vignoblesk.com

Personal data is collected by the Seller. In the context of the sale of the Products, the Customer fills in the questionnaire and thus provides the Seller with all the information it requires for the proper completion of the sale of the Products.

The Customer is required to communicate their personal data or that of others in the context of the purchase of the Products. The Customer therefore expressly gives their consent to the Seller to use the personal data transmitted in the context of the performance of its service, the purposes of which are stated below.

Purpose - use of data:

The following data is collected: title, surname and first names, company name, landline and mobile telephone numbers, postal address, professional address, email address, desired password and order history.

The Seller shall only process or use the Customer's data insofar as it is necessary to contact the Customer, to process their requests, to create and manage their user profile, to create and manage their access to online services, to carry out statistical studies, to personalise the Seller's service to the Customer, to inform the Customer and to send them newsletters

Pursuant to Article L. 121-20-5 of the French Consumer Code, the Seller reserves the right to use the Customer's data, electronic and telephone contact details to send commercial information to promote products related to the Products or for quality control purposes, to the exclusion of any other direct canvassing on behalf of a third party.

All newsletters sent by the Seller include an unsubscribe link at the bottom of the email enabling the receiver to unsubscribe in one click.

Data retention period and Customer's rights

The Seller undertakes to keep the Customer's data for as long as necessary until its services have been performed, unless:
- the Customer exercises their right to delete the data relating to them, under the conditions described below;
- a longer storage period is authorised or imposed by virtue of a legal or regulatory provision;

During this period, the Seller shall implement all appropriate means to ensure the confidentiality and security of the Customer's personal data, so as to prevent their damage, deletion or access by unauthorised third parties. Access to personal data is strictly limited to the Seller's staff and, where applicable, to its subcontractors.

The subcontractors in question are bound by confidentiality and may only use the Customer's data in accordance within the scope of the contractual provisions and applicable legislation.

Apart from the cases set out above, the Seller undertakes not to sell, rent, transfer or give third parties access to the Customer's data without the Customer's prior consent, unless it is obliged to do so for a legitimate reason (legal obligation, combating fraud or abuse, exercising the right to defend itself, etc.).

Right of access and rectification

In accordance with the French Data Protection Act of 6 January 1978, reinforced and completed by the GDPR (General Data Protection Regulation) which came into effect on 25 May 2018, the Customer has, at any time, a right of access, rectification, opposition, deletion and portability of all their personal data by sending a written request, by post and with proof of their identity, to:

Vignobles K
Limited liability company (Société à responsabilité limitée, SARL)
Share capital social: €30,000
Head office: Cassevert, 33330 Saint Christophe des Bardes, France.
801 814 963 RCS Bordeaux
Ms Rachida Hammouch
Tel: +33 (0)5 57 24 77 15 - Email: reservation@vignoblesk.com

This request must be accompanied by all the information necessary to identify the Customer. The Seller undertakes to respond to the Customer's request within one month of receipt of the latter. The Website contains a certain number of hyperlinks to other sites, set up with the Seller's authorisation. However, the Seller is not able to verify the content of the sites visited through these hyperlinks, and consequently shall not assume any responsibility for them.

Browsing on the Website is likely to cause cookies to be installed on the user's computer or any other device the user employs to connect to the Internet. A cookie is a small file that does not identify the user but records information relating to the navigation history of a computer, or any other device providing Internet access, on a site. The data obtained in this way is intended to facilitate subsequent navigation on the site and is also intended to enable various measurements of the number of visitors to the site.

The User may express their consent or oppose the use of cookies by adjusting the appropriate settings on their device when connecting to a site. To this end, the User is asked to refer to the user guide of their Internet browser.

ARTICLE 13 - INTELLECTUAL PROPERTY

The content of the Website is the property of the Seller and is protected by French and international intellectual property laws. Any total or partial reproduction of this content (and in particular of all trademarks registered by the Seller) is strictly prohibited and is likely to constitute an infringement of copyright.

Furthermore, the Seller remains the owner of all intellectual property rights on the photographs, presentations, studies, drawings, models and designs of the receptacles in which the Products are contained, etc., created with a view to supplying the Products to the Customer. The Customer is therefore prohibited from reproducing or using aforementioned studies, drawings, models and designs of Product receptacles, etc., without the express, written and prior authorisation of the Seller, which may make such authorisation subject to a financial consideration.

ARTICLE 14 – UNFORSEEABILITY

The General Terms and Conditions of Sale explicitly exclude the statutory regime of unforeseeability provided for in Article 1195 of the French Civil Code for all sales operations of the Seller's Products to the Customer. The Seller and the Customer therefore both waive the right to avail themselves of the provisions of article 1195 of the French Civil Code and of the regime of unforeseeability specified therein, each agreeing to assume their obligations even if the contractual equilibrium is altered by circumstances that were unforeseeable at the time of the conclusion of the sale, even if the fulfilment of said obligations proves to be excessively costly, and to bear all the economic and financial consequences thereof.

ARTICLE 15 - FORCE MAJEURE

By explicit agreement, the Seller shall not be held liable if the non-execution or delay in the fulfilment of its obligation to deliver the Products results from a case of force majeure, as defined by Article 1218 of the French Civil Code.

The Seller, upon becoming aware of the event, shall immediately inform the Customer of its inability to perform its services within the agreed deadline and shall justify its inability to do so to the Customer. The suspension of the obligation to deliver may under no circumstances be grounds for invoking liability for non-fulfilment of the obligation in question, nor may it lead to the payment of damages or penalties for late completion; the Customer fully accepts this.

The fulfilment of the obligation is suspended for the entire duration of the force majeure if it is temporary and does not exceed five (5) working days. Consequently, as soon as the cause of the suspension of the obligation disappears, the Seller shall make every effort to resume normal fulfilment of its obligation to deliver the Products as quickly as possible.

If the delay exceeds five (5) working days from the initially agreed delivery date, the Customer may request the termination of the sale of the Products in question in writing (registered letter, email or fax) stating its intention to terminate the said contract of sale.

ARTICLE 16 – CANCELLATION OF THE CONTRACT

In the event of one or other of the parties being in non-compliance with the obligations described in the articles of the General Terms and Conditions of Sale, the contract may be terminated at the discretion of the injured party.

It is expressly understood that such termination for failure by a party to fulfil its obligations shall take place by operation of law eight (8) days after being served a formal notice to fulfil its obligations, which has remained, in whole or in part, without effect. The formal notice may be served by registered letter with acknowledgement of receipt or by any extrajudicial act. Such notice must specify the intention to apply this clause.

ARTICLE 17 - GOVERNING LAW - LANGUAGE

The General Terms and Conditions of Sale and the operations arising from them are governed by and subject to French law. The General Terms and Conditions of Sale are written in French. In the event that they are translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

ARTICLE 18 - LEGAL DISPUTES

All disputes to which the purchase and sale operations concluded in application of the General Terms and Conditions of Sale may give rise, concerning their validity, interpretation, execution, termination, consequences and follow-up, and which could not be resolved between the Seller and the Customer shall be submitted to the competent French courts under the conditions of common law.

In the event of a dispute, should the parties fail to find an out-of-court solution, after having attempted to find one, then, in accordance with the provisions of article L.611-1 et seq. of the French Consumer Code, the Customer is entitled to have recourse, free of charge, to the consumer mediation procedure provided for by the French Consumer Code, by applying to the consumer mediator.

Vignobles K adheres to the following mediator: Médiation de la Consommation et Patrimoine.

The procedure for referring a matter to the mediator is specified on the mediator's website: <http://mcpmediation.org>.

An online dispute resolution platform has been set up by the European Commission at the following address <http://ec.europa.eu/consumer/odr/>.

ARTICLE 19 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The fact that a person places an order on the Website implies full and complete adherence to and acceptance of these General Terms and Conditions of Sale and the obligation to pay for the Products ordered, which is expressly acknowledged by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be non-invocable against the Seller.

ANNEXE I - WITHDRAWAL FORM

Vignobles K
Limited liability company (Société à responsabilité limitée, SARL)
Share capital social: €30,000
Head office: Cassevert, 33330 Saint Christophe des Bardes, France.
801 814 963 RCS Bordeaux
Ms Rachida Hammouch
Tel: +33 (0)5 57 24 77 15 - Email: reservation@vignoblesk.com

I hereby notify you of my withdrawal from the contract relating to the sale of the product indicated below:

- Order date:
- Order number:
- Customer name:
- Customer address:

Date: ___/___/_____

CUSTOMER signature (except in the case of transmission by email)