

Terms and Conditions of Sale

These General Terms and Conditions of Sale serve solely for the proper processing of your order and the delivery of the goods after receipt of your payment by bank transfer.

Article 1 -- Purpose and scope

These General Terms and Conditions of Sale (hereinafter "T&C") apply to all sales of champagne and accessories made by **Champagne Gardet**, registered in the Reims Trade Register under number 33548088500011, with registered office at 13 Rue Georges Legros, 51500 Chigny-Les-Roses, France (hereinafter the "Seller"), to professionals acting within the framework of their commercial, industrial, artisanal or liberal activity (hereinafter the "Customer").

These T&C exclusively govern the commercial relations between the Seller and the Customer. Any order implies unreserved acceptance of these T&C, which prevail over any other document of the Customer, in particular its general purchasing conditions, unless there is an express and prior derogatory agreement from the Seller.

The Seller reserves the right to modify its T&C at any time. The applicable T&C are those in force on the date of the order.

Article 2 -- Products

The Seller offers for sale champagne and accessories intended exclusively for professional customers. The products offered are those appearing on the website www.champagne-gardet.com and in the Seller's catalogues, within the limits of available stocks.

The photographs and descriptions of the products are as accurate as possible but are not contractual. The Seller cannot be held responsible for any errors that may occur.

In accordance with current regulations, the sale of alcohol is strictly prohibited to minors. The Customer undertakes to respect this prohibition within the framework of their own resale activity.

Article 3 -- Orders

3.1 Placing an order. Orders can be placed:

- o via the website www.champagne-gardet.com;
- o by telephone at +33 (0)3 26 03 42 03;
- o by email at info@champagne-gardet.com;
- o by post to the registered office address 13 Rue Georges Legros, 51500 Chigny-Les-Roses, France.

Any order must specify the product reference, the desired quantities, the delivery and billing address.

3.2 Order confirmation. The Seller will send the Customer a written confirmation of their order by email within 48 working hours. In the absence of written objection from the Customer within 48 hours following receipt of this confirmation, the order will be deemed accepted in the terms of the confirmation.

3.3 Minimum quantities. A minimum order of 36 bottles may be required. The Seller reserves the right to refuse any order that does not meet this minimum.

Article 4 -- Prices

Prices are indicated in euros excluding tax (ex-VAT). They are understood ex-warehouse of the Seller, excluding shipping, packaging and insurance costs, unless otherwise stated.

The applicable VAT is that in force on the day of the order. Any change in the VAT rate will be reflected in the price of the products.

The Seller reserves the right to modify its prices at any time. The applicable prices are those in force on the day of the order, subject to their confirmation by the Seller.

Excise duties and taxes on alcohol are the responsibility of the Customer in accordance with the regulations in force in the country of destination.

Article 5 -- Payment terms

5.1 Payment methods. Payment is made exclusively by bank transfer to the following account:

Account holder: Champagne Gardet

IBAN: FR76 3000 3016 9000 0204 **** *
**** *

BIC: SOGE****

Bank: Société Générale

5.2 Payment deadlines. Unless special conditions are agreed in writing, payment is due:

- o for new customers: full payment before shipment;
- o for customers with an account: upon receipt of invoice, payment within 30 days net.

5.3 Late payment. In case of late payment, the following shall be due automatically and without prior notice:

- o late payment penalties calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points;
- o a flat-rate compensation for recovery costs of EUR40;
- o reimbursement of additional recovery costs upon presentation of supporting documents.

The Seller reserves the right to suspend or cancel any order or delivery in case of late payment, without the Customer being able to claim any compensation.

5.4 Retention of title clause. The Seller retains ownership of the goods sold until full payment of the price, including principal, costs and taxes. Failure to pay on the agreed due date results in immediate recovery of the delivered goods.

Article 6 -- Delivery

6.1 Delivery methods. Deliveries are made to the address indicated by the Customer when placing their order. The announced delivery times are given for information purposes only and do not constitute a firm deadline, unless otherwise expressly agreed.

Goods travel at the risk and peril of the Customer, even in the case of carriage-paid delivery. It is the Customer's responsibility to check the condition of the goods upon receipt and to make all necessary reservations with the carrier.

6.2 Delivery times. Unless otherwise indicated, delivery times are 5 working days from receipt of full payment of the order. In case of delivery delay exceeding 5 days, the Customer may cancel their order by registered letter with

acknowledgment of receipt, without being able to claim damages.

6.3 Receipt of goods. The Customer is required to verify the conformity and condition of the delivered goods. Any anomaly (missing, damaged or non-conforming products) must be notified in writing to the Seller within 48 hours following receipt, accompanied by all supporting documents (photos, reservations on delivery note). After this period, the goods will be deemed compliant and free from any apparent defect.

Article 7 -- Warranties and complaints

7.1 Legal warranty. The Seller warrants that the products sold comply with the current specifications and are free from hidden defects within the meaning of articles 1641 and following of the French Civil Code.

7.2 Returns and exchanges. No return of goods will be accepted without prior written agreement from the Seller. Returned products must be in their original packaging, in perfect resale condition. Return costs are borne by the Customer except in case of delivery error or defective product attributable to the Seller.

7.3 Limitation of liability. The Seller's liability can only be engaged in case of proven fault and will be limited to the amount of the order concerned. The Seller cannot be held responsible for indirect damages, loss of profits or loss of earnings.

Article 8 -- Transport and insurance

Goods travel at the risk and peril of the Customer. It is the Customer's responsibility to take out any insurance they deem useful to cover the risks related to transport. The Seller disclaims all liability in case of loss, theft or deterioration during transport, even if it was organised by them.

Article 9 -- Force majeure

The Seller cannot be held responsible for failure to perform its obligations in case of force majeure as defined by French case law, in particular in case of strike, fire, flood, computer breakdown, interruption of telecommunications, supply difficulties, etc.

Article 10 -- Personal data protection

In accordance with the General Data Protection Regulation (GDPR) and the French Data Protection Act, the Customer has the right to access, rectify, delete and object to data concerning them.

The data collected is necessary for the processing and delivery of the order. It is kept for the duration of the business relationship and in accordance with legal retention obligations.

To exercise their rights, the Customer can contact the Seller at info@champagne-gardet.com or by mail to the registered office address, 13 Rue Georges Legros, 51500 Chigny-Les-Roses, France. See also our [Privacy Policy](#).

Article 11 -- Intellectual property

All elements of the website and commercial documents of the Seller (texts, images, logos, trademarks) are protected by intellectual property law. Any reproduction, representation or exploitation without express authorisation from the Seller is prohibited.

Article 12 -- Termination

In case of serious breach by the Customer of any of their obligations, in particular in case of non-payment, the Seller may terminate the contract automatically after formal notice remaining unsuccessful for 15 days.

Article 13 -- Applicable law and jurisdiction

These T&C are subject to French law.

In case of dispute and in the absence of an amicable resolution, express jurisdiction is attributed to the **Commercial Court of Reims**, notwithstanding plurality of defendants or third-party proceedings, even for emergency procedures or conservatory procedures.

Article 14 -- Acceptance of T&C

Placing an order implies full and complete acceptance of these General Terms and Conditions of Sale.