

VIGNOBLEXP TERMS & CONDITIONS

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1. DEFINITIONS

In these terms and conditions, unless expressly stated otherwise, words beginning with a capital letter have the meanings given below, it being understood that words used in the plural shall include the singular, and vice versa:

"**API**" refers to any method of arranging data exchanges between services on different websites, it being understood that an API is a set of URLs for receiving and sending data.

"**Customer**" refers to any person, natural or legal, having subscribed to the Services for personal or professional purposes.

"**Shipment**" refers to the element containing a Commodity or a set of Commodities, whatever the weight, dimensions, and volume, handed over by the Shipper to VIGNOBLEXPOR or, where applicable, to the Carrier, constituting an identifiable unit load in accordance with the requirements of article 8 of the Terms and Conditions at the time of said handover.

"**Order**" refers to any remote transaction allowing a Customer to order one or more Services from the Site.

"**Account**" refers to the account, created, and used on the Site by each Customer, for personal or professional purposes, and necessary for each Order placement.

"**Terms and Conditions**" refers to the present terms and conditions of sale and use.

"**Carrier Specific Conditions**" refers to the general conditions of the Carrier(s) concerned by an Order and, in general, the general conditions of each Carrier offered on the Site.

"**Receiver**" refers to any natural or legal person designated by the Customer and who is led to receive the Shipment from VIGNOBLEXPOR or from a Carrier if applicable.

"**Shipper**" refers to any natural or legal person handing over a Shipment to VIGNOBLEXPOR or, where applicable, to the Carrier, it being specified that the Customer and the Shipper may be one and the same person or two distinct persons.

"**Additional Charges**" refers to any additional cost to the amount of the Services that may arise from, but is not limited to, storage, reshipment or return of packages, customs duties and taxes for shipments to international destinations, erroneous or incomplete declarations made by the Customer or the Shipper concerning the characteristics of the package (weight, size, number...) and the address of the Receiver, rejection of SEPA direct debits, fees, or other costs related to the regulations or legislation of the country of delivery.

"**Delivery**" refers to the physical delivery of the Shipment to the Receiver or its representative or, if applicable, the deposit of the Shipment in a delivery point/post office.

"**Commodity**" refers to any item of movable property, transported in a Shipment, which is the subject of the Service.

"**Service**" refers to the Shipment transport service offered by VIGNOBLEXPOR to Customers from the Site as well as the Additional Services.

"**Additional Services**" refers to all complementary services in addition to the Services, in particular the insurance offered by VIGNOBLEXPOR to Customers from the Site.

"**Site**" refers to the VIGNOBLEXPOR extranet, accessible at <https://extranet.vignoblexport.com/>, on which the Customer can Order Services by electronic

means.

"Carrier" designates any third-party company specialized in the transport of commodities, proposed by VIGNOBLEXPOR, and intervening within the framework of an Order, following or not the choice of the Customer.

2. PURPOSE

The purpose of the Terms and Conditions is to define the terms and conditions under which VIGNOBLEXPOR provides Products and Services to Customers, in their name and on their behalf, in the context of one or several Orders.

3. SCOPE, ACCEPTANCE, ENTRY INTO FORCE AND AMENDMENT

3.1. SCOPE

3.1.1. The purpose of the Terms and Conditions is to define the conditions under which VIGNOBLEXPOR, a French simplified joint-stock company with a capital of 100,000 Euros, registered in the Orléans Trade and Companies Register under the number 529 261 257, whose head office is located at 69B rue du Colombier, 45000 Orléans (France), provides the Services to the Customers following any Order.

3.1.2. VIGNOBLEXPOR is registered in the Centre-Val de Loire freight forwarders' register under the number 52926125700032.

3.1.3. The Terms and Conditions are thus concluded between VIGNOBLEXPOR and the Customer

3.2. ACCEPTANCE / ENTRY INTO FORCE

3.2.1. Before placing an Order, the Customer shall:

- a) expressly and unreservedly accept, by checking the box provided for this purpose, all the terms of (i) the Terms and Conditions and (ii) the Carriers' Specific Conditions, specific to each of the Services provided by them.

It is further specified that, apart from the hypertext links referring to the Carriers' Specific Conditions, which shall only apply (i) to the services actually provided by a Carrier within the framework of a Service **AND** (ii) when expressly referred to in the Terms and Conditions, all content available on the Site, to which the hypertext links refer, are an integral part of the Terms and Conditions and are enforceable against the Customer.

- b) agree to comply with all the terms of the Terms and Conditions and the Carriers' Specific Conditions during the entire period of use of the Services.
- c) also agrees to comply with the regulations applicable to the Services.
- d) declare having read and accepted in their entirety the Terms and Conditions of Use of the Site available on the Site at the following hypertext link: <https://www.vignoblexport.com/legal-mentions/>
- e) declare having read the general conditions of use of the API in force available on the Site at the following hypertext link: [https://www.vignoblexport.com/legal-](https://www.vignoblexport.com/legal-mentions/)

[mentions/](#)

3.2.2. Any possible general conditions of purchase of the Customer and/or any other document relating to all or part of the object of the Services are not applicable to the provision of the Services by VIGNOBLEXPORTE.

3.2.3. The Terms and Conditions are, unless otherwise stipulated below, subject to the provisions of Articles 1125 and seq. of the Civil Code, which govern contracts in electronic form.

3.3. AMENDMENT

3.3.1. VIGNOBLEXPORTE reserves the right to amend the Terms and Conditions and/or the content of its offers at any time. As the new Terms and Conditions apply automatically to all new Orders, VIGNOBLEXPORTE invites the Customer to read the Terms and Conditions prior to each Order.

3.3.2. Any Order previously accepted shall remain subject to the General Terms and Conditions in effect on the date the Order is placed by Customer.

4. ACCESS TO THE SITE

4.1. Only Customers who are (i) legally capable of contracting and (ii) at least 18 years of age, may use the Site in accordance with the General Terms and Conditions and place Orders.

4.2. VIGNOBLEXPORTE reserves the right to refuse/stop without notice the access to the Site to any Customer who does not comply with all or part of the Terms and Conditions. VIGNOBLEXPORTE will not be held responsible in any way in such cases.

5. ACCOUNT AND USE OF THE SITE

5.1. ACCOUNT

5.1.1. An Account is specific to each Customer and may be created at any time, for personal or professional purposes, by clicking on the "Create an Account" tab. No Order may be placed unless the Customer has created an Account.

5.1.2. To create an Account, the Customer must:

- have full legal capacity;
- enter his email address as a login and define a password;
- enter his surname, first name, address and telephone number and, if necessary, his company name;
- provide, if necessary, the information relating to its activity as requested by VIGNOBLEXPORTE.

5.1.3. The Customer guarantees that his personal and/or professional information, as applicable, is accurate, sincere and up to date, both at the time of creating the Account and throughout its use. In this respect, the Customer has the possibility at any time to modify his personal information and the parameters of his Account by connecting to his Account.

5.1.4. Any Customer undertakes to notify VIGNOBLEXPORTE immediately of any modification affecting his information, by the means of his choice.

5.1.5. This data will be processed in accordance with VIGNOBLEEXPORT privacy policy available at the following link: <https://www.vignoblexport.com/legal-mentions/>

5.1.6. The Customer is solely responsible for the use of his Account and VIGNOBLEEXPORT cannot be held responsible for the loss of the Customer's login and password as well as for any use of the Account by a third party.

5.1.7. The Customer agrees to inform VIGNOBLEEXPORT immediately in case of use or suspicion of use of his Account by a third party without his authorization.

5.2. USE OF THE SITE

5.2.1. The Customer is solely responsible for any use of the Site made both in his name and by/on behalf of third parties, including underage persons.

5.2.2. Customer also undertakes, in particular, when using the Site, to :

- respect the privacy of others;
- respect the intellectual property rights of others;
- refrain from posting illegal messages, information or data;
- not to usurp the identity of third parties, including other Customers of the Site by using their password or by any other means;
- not to hinder or disrupt the operation of the Site in any way and not to damage its integrity;
- not to collect data concerning other Customers of the Site or to harass these Customers (in particular not to send unsolicited emails);
- not to use the Site in a fraudulent manner or in such a way as to cause damage to third parties;
- not to use inappropriate, disrespectful or insulting remarks (i) within the context of his communications with the teams of the Site, of any nature whatsoever (ii) in the notices/comments left on all Internet sites concerning the Site, the services or the teams of VIGNOBLEEXPORT.

6. ORDER

6.1. PLACEMENT

6.1.1. To benefit from the Services and in particular to place an Order, the Customer must provide VIGNOBLEEXPORT with all the information necessary for (i) his identification, (ii) that of the Receiver and (iii) the billing of the Services.

6.1.2. An Order shall only be validated once the following steps have been duly completed:

- a) Provide information relating to:
 - the Shipment and the Commodity, including quantity, weight, dimensions (length, width, height), exact value and nature of the Commodity; and
 - the transport requirements (full details of the Shipper and the Receiver, date and, if necessary, time of pick-up and delivery of the Shipment),
- b) Selection by the Customer of the Services among the offers recommended by VIGNOBLEEXPORT according to the pros and cons of each offer with regard to the Shipment, the Commodity and the information provided by the Customer;
- c) Review of the information when the Order summary is displayed (details of the Order, total price, information necessary for the proper performance of the Service [shipping, tracking and payment of the Order]) and correction if necessary. It is specified that the Customer is solely responsible for the

information he/she communicates to VIGNOBLEXPOR and that the Services can only be provided in accordance with the present document and the agreed rates if the information communicated is up to date and complete. Consequently, VIGNOBLEXPOR invites the Customer to verify the exactness of the information communicated before validating his/her Order.

- d) Acceptance of the Terms and Conditions and the Carrier's Specific Conditions.

6.2. VALIDATION

6.2.1. In accordance with the provisions of the French Civil Code relating to the conclusion of online contracts, the Order shall be deemed to have been validated once the Customer has (i) viewed the details of the Order and in particular its total price, (ii) corrected any errors and (iii) confirmed the Order by clicking on the button provided.

6.2.2. Once the Order has been validated, Customer shall: (i) receive an e-mail confirmation of its Order and shipping instructions or (ii) download from its Account a shipping label in a digital format that allows the label to be printed on paper in accordance with the digital version. Customer shall affix such label to the Shipment, it being understood that Customer shall be liable for all consequences of the failure to affix the label and the labeling.

6.2.3. Shipping labels are valid for 30 calendar days from the date of validation of the Order. After this period, the shipping labels will be considered expired and will no longer be used for the delivery of a Shipment. These outdated shipping labels cannot be reimbursed. The use of these expired shipping labels is not permitted and will be considered as abusive, VIGNOBLEXPOR reserves the right to re-invoice this abusive use without discount or to terminate the execution of this Order, without refund.

6.3. COMPLIANCE

6.3.1. The Customer is responsible for ensuring that his Order, the Shipment and the Commodity transported are suitable and comply with (i) the Terms and Conditions, (ii) the Carrier's Specific Conditions and (iii) the applicable regulations. In particular, it is the sole responsibility of the Customer to ensure that the Commodity carried are authorized and not dangerous. The Customer acknowledges and accepts, in this respect, that he/she may be held civilly and/or criminally liable for any damage caused by his/her Shipment and/or Commodity.

6.3.2. In the event that the Customer provides erroneous or incomplete information at the time of the Order, VIGNOBLEXPOR or, where applicable, the Carrier, may (i) refuse to proceed with the collection and/or the Delivery of the Shipment and/or (ii) be obliged to charge Additional Costs to the Customer in accordance with article 11.3 of the Terms and Conditions.

7. AMENDMENT, CANCELLATION AND WITHDRAWAL OF ORDER BY THE CUSTOMER - SUSPENSION BY VIGNOBLEXPOR

7.1. AMENDMENT, CANCELLATION AND WITHDRAWAL OF ORDER BY THE CUSTOMER

7.1.1. Any request for cancellation or modification of an Order by or on behalf of the Customer must (i) be made in writing or by the intermediary of the "Cancel" button accessible from the "My shipments" tab of the Customer's Account and (ii) be submitted beforehand to the authorization of VIGNOBLEXPOR

7.1.2. In any event, no cancellation or modification of an Order shall be accepted if it has already been collected by the carrier.

7.2. SUSPENSION OF ORDER BY VIGNOBLEXPOR

7.2.1. Without prejudice to any other right that VIGNOBLEXPOR may have, VIGNOBLEXPOR will have the right to suspend the execution of all the Services (and in particular any Orders in progress) in case of non-compliance by the Customer with the terms of the contractual documents referred to in article 3.2, such as, for example, the non-compliance with the payment of the price of the Service in accordance with article 11.2 hereafter.

8. PACKAGING

8.1. The Customer agrees to:

- pack, label and wrap the Shipment suitably in view of its nature, its fragility and its shape. To this end, the Customer acknowledges having taken note of the VIGNOBLEXPOR packaging requirements indicated at the following link : <https://vignoblexport.stonly.com/kb/guide/en/packaging-prepare-your-shipments-yRO5HjznUI/Steps/2363978>

and

- correctly position the shipping label on the corresponding Shipment to allow for immediate and unambiguous identification and proper handling of the shipment.

8.2. The Customer is informed and expressly accepts that VIGNOBLEXPOR cannot be held responsible for any possible damage caused (i) to the packaging of the Shipment within the framework of the Service, as long as the Commodity remains intact and (ii) to the Commodity as a result of packaging that does not comply with VIGNOBLEXPOR recommendations.

8.3. In the event that the Customer does not use the shipping label, as indicated in article 6 of the Terms and Conditions, VIGNOBLEXPOR will not be able to apply the rates announced on the Site.

8.4. Shipments that are not shipped in accordance with the above conditions may, at the discretion of VIGNOBLEXPOR or, if applicable, the Carrier be:

- refused by VIGNOBLEXPOR, or if necessary, by the Carrier; or
- returned to the Shipper or retained by VIGNOBLEXPOR or the Carrier if necessary, until their return to the Customer.

8.5. The acceptance by the Carrier or by VIGNOBLEXPOR does not imply acceptance of the conformity of the packaging. At any time during the performance of the Service, if VIGNOBLEXPOR or the Carrier concerned, if applicable, considers that the Shipment is unfit for transport, then the Commodity/Shipment may be (i) destroyed or (ii) retained and returned to the Customer by VIGNOBLEXPOR or the Carrier if applicable. The Customer is informed that in such a case, he/she will have to pay Additional Costs in accordance with article 11.3 of the Terms and Conditions and will not be entitled to any compensation.

8.6. If a Shipment does not comply with the above conditions:

- VIGNOBLEXPOR cannot be held responsible for any delay in delivery,
- the Customer may be required to pay Additional Charges in accordance with Article

11.3 of the General Terms and Conditions and shall not be eligible for any compensation.

8.7. The Customer will be held responsible for any damage caused by his Shipment within the context of the Service due to inadequate packaging to the requirements of VIGNOBLEXPORTE.

9. PICK-UP AND DELIVERY

9.1. PICK-UP

9.1.1. The Shipment is collected by VIGNOBLEXPORTE or, if necessary, by the Carrier, at the address or at the drop-off point/post office indicated during the Order.

9.1.2. The Customer chooses on the Site the date of the pick-up, it being specified that the date and time of the pick-up are not guaranteed.

9.1.3. In the event that VIGNOBLEXPORTE or, if applicable, the Carrier, cannot collect the Shipment on the indicated pick-up date, VIGNOBLEXPORTE or, if applicable, the Carrier, will act in accordance with the applicable Terms and Conditions or the Carrier's Specific Conditions. VIGNOBLEXPORTE therefore invites the Customer to refer to the Carrier's Specific Conditions or Terms and Conditions.

9.1.4. In the event that the Shipment cannot be picked up under the conditions provided for in the Order confirmation for reasons caused by Customer, Additional Charges may be invoiced to Customer in accordance with Article 11.3 of the Terms and Conditions.

9.2. DELIVERY

9.2.1. Delivery is made by VIGNOBLEXPORTE or, if necessary, by the Carrier, within the indicative time indicated to the Customer in his Order confirmation.

9.2.2. The first Delivery attempt will be made to the Delivery address indicated by the Customer at the time of the Order.

9.2.3. Customer may track the delivery of its Order by logging into its Account.

9.2.4. If the Delivery has not been possible, the Customer will be informed (by email, SMS or delivery notice) by VIGNOBLEXPORTE or, if necessary, by the Carrier, or will have the possibility to inform himself directly by logging into his Account, of the scheduling of a new Delivery date or the drop off of the Shipment at a delivery point, according to the terms and conditions set out in the Terms and Conditions or in the Carrier's Specific Conditions, if applicable. VIGNOBLEXPORTE advises the Customer to refer to the Terms and Conditions or the Specific Conditions of the Carrier concerned.

9.2.5. The Consignee is required to check the condition of the Shipment upon Delivery.

9.2.6. The Delivery will be deemed to have been executed between VIGNOBLEXPORTE and the Customer once the Carrier has declared the shipment delivered in the case of a Service without signature or once the signature of the Receiver or his representative has been affixed to the Delivery receipt or on the digital support (PDA, smartphone, tablet etc.) of the Carrier in the case of a Service with signature. However, it is not up to VIGNOBLEXPORTE to verify the identity of the signatory.

9.2.7. If the Delivery is impossible because of the absence of the Consignee and if it is not

possible to deliver the Shipment to a third person, the Customer will be informed by logging into his Account. VIGNOBLEXPOR will then take the measures which seem to be the best in the interest of the Customer. The Shipment may thus, according to the instructions of the Customer (if these have been previously transmitted to VIGNOBLEXPOR), either:

- be returned to Shipper,
- be subject to a new Delivery attempt, or
- be stored by VIGNOBLEXPOR, or by the Carrier if necessary for later recovery by the Receiver.

9.2.8. VIGNOBLEXPOR may charge the Customer the Additional Costs generated by each unsuccessful attempt at Delivery under the conditions set out in article 11.3 of the Terms and Conditions.

9.2.9. Except in the exceptional case of delivery times expressly indicated on the Order confirmation as being guaranteed by the Carriers, all delivery times mentioned on the Site are communicated only as an indication. In any case, VIGNOBLEXPOR can only be held responsible for delivery times under the conditions set out in Section 15 of the Terms and Conditions.

10. PROHIBITED COMMODITIES

10.1. The Customer shall check whether the Commodities comply with the regulations, the Terms and Conditions and, if applicable, the Carrier's Specific Conditions.

10.2. The Goods prohibited or not allowed to be shipped by VIGNOBLEXPOR are listed on the following link: <https://vignoblexport.stonly.com/kb/guide/en/list-of-highly-restricted-commodities-x9FBC7dREd/Steps/2364185>) and in the Carrier's Specific Conditions.

10.3. The Customer acknowledges that in the presence of prohibited Commodities, VIGNOBLEXPOR (i) may, if necessary, refuse to take charge of the Shipment and/or (ii) may hand over the Shipment to any competent authority, in particular in the event of a seizure by the customs administration and (iii) will not assume any responsibility, in particular as regards the reshipment of the Shipment. Furthermore, any insurance taken out by Customer shall not be applicable and any additional costs (duties, reshipment, storage, etc.) shall be payable exclusively by Customer, in accordance with Article 11.3 of the Terms and Conditions.

11. PRICING, PAYMENT METHODS, AND ADDITIONAL CHARGES

11.1. PRICING

11.1.1. The descriptions offered on the Site specify, for each of the Services, the services that are included in the price. The prices of the Services offered on the Site may be amended at any time, without prior notice. These changes shall apply immediately to any new Order without affecting Orders previously validated in accordance with the aforementioned Article 6.

11.1.2. The price of the Services to be paid by the Customer in relation to an Order is indicated in the Order summary.

11.1.3. The prices of the Services indicated in the origin country currency are understood to be exclusive of sales taxes.

11.1.4. The price of the Services includes the cost of the various services provided, in particular the price of the Additional Services selected by the Customer) as well as the VIGNOBLEXPOR commission.

11.1.5. In general, and unless expressly stated otherwise, the price of the Services does not include any services not expressly included in the Order confirmation. In particular, duties, taxes, fees and levies due pursuant to any fiscal or customs regulation (such as excise duties, import duties, etc.).

11.1.6. Customer acknowledges and accepts that Additional Charges may be invoiced to it under the conditions of Article 11.3 of the General Terms and Conditions.

11.2. PAYMENT METHODS

11.2.1. VIGNOBLEXPOR issues one (1) invoice per month. Payment for the Services shall be made when the invoice is due.

11.2.2. Any invoice issued by VIGNOBLEXPOR is payable on the due date, by the Customer, in the currency of the origin country of the shipment. VIGNOBLEXPOR nevertheless reserves the right to ask for a payment at the time of the Order for any Customer who does not present a sufficient guarantee and/or who has not respected the payment deadline indicated above for Services rendered during the current year and/or the previous years, without prior notice. The full payment of an invoice will not be made until it has been paid in full by the Customer, and the submission of a simple transfer order does not constitute payment.

11.2.3. VIGNOBLEXPOR offers its Customers the possibility to pay for Services by direct debit on a bank account (called "SEPA direct debit"), by credit card or by bank transfer. These payment methods are activated upon request of the Customer to Vignoblexport.

11.2.4. In case of payment by credit card, the detailed invoice is issued by VIGNOBLEXPOR and its payment is made following a secure payment procedure by communication of the credit card number. The accepted credit cards are those of the Visa and MasterCard networks. All transactions made with credit and debit cards are debited on the due date of the invoice.

11.2.5. If the Customer chooses to pay by SEPA direct debit:

- the Customer undertakes to ensure with his bank that VIGNOBLEXPOR has been authorized to debit the amounts corresponding to the invoices due;
- VIGNOBLEXPOR reserves the right to refuse or to put an end to the implementation of the SEPA direct debit if incidents of payment occur or if VIGNOBLEXPOR considers that a fraudulent use of the means of payment has taken place;
- In the event that the payment proves to be irregular, incomplete or non-existent, for a reason attributable to the Customer, VIGNOBLEXPOR reserves the right to cancel the Order. A charge of 15 euros (excluding VAT) resulting from the rejection of the payment will be charged to the Customer, in such a situation, VIGNOBLEXPOR also reserves the right, at its sole discretion and without prior notice, to deactivate the Customer's Account and to take any action against the Customer in order to preserve its rights;

11.2.6. Any delay in payment will render immediately payable all the debts that are due to VIGNOBLEXPOR by the Customer. It will also give rise to the application of late

payment penalties of an amount equal to the interest rate applied by the European Central Bank increased by twelve (12) points. These penalties will be due from the day following the due date until the day of final payment and will be payable without any reminder being necessary. In addition, pursuant to Article D. 441-5 of the French Commercial Code, the Customer shall be liable, in addition to the late payment penalties, for a fixed indemnity for collection costs of 40 euros, without prejudice to possible compensation, under the conditions of common law, for any other damage resulting directly from this delay.

11.2.7. The Customer acknowledges having been informed that the fact of mandating a third party to carry out the payment of the Services ordered by him/her on the Site does not release him/her from any responsibility towards VIGNOBLEEXPORT.

11.3. ADDITIONAL CHARGES

11.3.1. Customer shall be charged an Additional Charge, which Customer expressly agrees to by placing the Order, in the following situations:

- **Incorrect Shipment details:** Any incorrect or incomplete declaration (nature, weight, dimensions, number of packages) of the Shipment.

The Shipment may, moreover, suffer a delay in delivery, a detention or a return to the Sender, it being specified that the taking in charge of the Shipment by VIGNOBLEEXPORT, or by the Carrier if necessary, does not exonerate the Customer from the foregoing.

- **Packaging:** If the packaging of the Shipment has characteristics that do not comply with the requirements of Section 8 and requires manual handling and therefore cannot be mechanized.
- **Shipping label:** In the event that the Customer does not use the shipping label, as indicated in Article 6 of the General Conditions.
- **Change of Addresses:** In the event of a change or amendment to the addresses specified by the Customer in the Order, whether it be the pick-up or the delivery address.
- **Pickup of the Shipment:** In the event that the pickup of the Shipment cannot take place under the conditions provided for at the time of validation of the Order for reasons attributable to the Customer or the Shipper.
- **Return:** In the case of a return of the Shipment to the Shipper, for whatever reason, and the correlative determination, by VIGNOBLEEXPORT, of a new tariff for the return shipment.
- **Delivery attempts:** For any new Delivery attempt, in the event that VIGNOBLEEXPORT, or a Carrier if necessary, has exhausted all the Delivery attempts provided for in the Terms and Conditions or in the Carrier's Specific Conditions if applicable.
- **International transport:** In the case of payment, by VIGNOBLEEXPORT, of customs duties and taxes not accounted for at the time of the Order. It being specified that in case of administrative penalties that would result from the non-fulfillment of applicable regulatory or legal obligations by the Customer, or that could apply if, during the transport of the Commodities in their country of transit, collection or Delivery, these

Commodities were considered as prohibited, the entirety of these penalties would be charged to the Customer.

11.3.2. The Customer expressly authorizes VIGNOBLEXPOR, by signing the Terms and Conditions, according to the choice of VIGNOBLEXPOR, to:

- inform the Customer of the amount of the Additional Charges and proceed to debit the Customer's account by means of the account opening form by SEPA direct debit or by Bank Card; or
- send the Customer an invoice for Additional Charges which must be paid upon receipt by bank transfer or credit card.

12. OBLIGATIONS OF VIGNOBLEXPOR

12.1. ADVISORY DUTY

12.1.1. Prior to the validation of the Order by the Customer, VIGNOBLEXPOR informs the Customer of the characteristics of the different Services offered with regard to the information provided by the latter. The Customer may contact VIGNOBLEXPOR in order to obtain additional information about the Services.

12.1.2. The advisory duty of VIGNOBLEXPOR is exercised in its field of competence, on the basis of the information communicated by the Customer, of the knowledge of the elements necessary for the organization of the Service and is assessed according to the degree of professionalism of the Customer.

12.2. SERVICE OPERATIONS

12.2.1. VIGNOBLEXPOR organizes the Service according to the information, requests and instructions of the Customer in accordance with the Terms and Conditions.

12.2.2. In this context, VIGNOBLEXPOR may, without being forced to do so, proceed to the verification of the information and documents provided by the Customer in connection with the Service.

13. CLAIM

13.1. CLAIM PROCEDURE

13.1.1. Upon Delivery of the Shipment or upon collection of the Shipment, the Customer shall, in accordance with the complaint conditions applicable to the relevant Carrier, (i) indicate precisely on the delivery note, the precise reservations it has about the Shipment received, the condition of the Commodities, and/or about the Delivery and/or the Shipment received and/or (ii) refuse to accept/collect the Shipment.

13.1.2. It is specified and expressly accepted by the Customer that he alone (if he is not also the Receiver) will be authorized to make a claim in accordance with this article. Any complaint from the Customer concerning all or part of the Services must be addressed (i) in writing to VIGNOBLEXPOR and (ii) specify:

- the number of his Order,
- the purpose and details of the claim.

13.1.3. VIGNOBLEXPOR may then contact the Customer in order to specify the procedure, the deadlines for sending and the supporting documents necessary to process their

request.

13.2. CLAIM FOR PARTIAL LOSS OR DAMAGE

13.2.1. For any claim relating to a partial loss or damage of the Goods, the Customer must contact VIGNOBLEEXPORT, in writing, in accordance with the procedure indicated in article 13.1 above, within a maximum of three (3) working days from the date of Delivery via the contact form on the Site.

13.2.2. For the purpose of inspection, the Shipment / Commodities subject to the claim must be available at the Delivery address in the same condition as at the time of the relevant Delivery. If the Shipment/Commodities has been modified, repaired or otherwise handled in a way that makes it different from its condition at the time of its Delivery, the claim will be rejected by VIGNOBLEEXPORT.

13.2.3. The terms and conditions for Carriers' claims for partial loss or damage of the Shipment, if any, are indicated on the following page: <https://stonly.com/sl/99572f95-91b2-4911-b323-748364b88440/Steps/>

13.3. CLAIM FOR TOTAL LOSS

13.3.1. For a claim related to a loss of the Shipment, the Customer must contact VIGNOBLEEXPORT, in writing, in accordance with the procedure indicated in article 13.1 above, within a maximum period of three (3) working days from the scheduled date of Delivery, as indicated in the summary of the Order and provide VIGNOBLEEXPORT with all the information necessary for the location of the Shipment (precise details of the Shipment, packaging, size, tracking number etc.).

13.3.2. Any incomplete claims and/or claims received after this date will be rejected by VIGNOBLEEXPORT.

13.3.3. The Carriers' claims procedures, related to a loss of the Shipment, applicable if any, are indicated on the following page: <https://stonly.com/sl/4b246ba7-c923-430c-9f02-0929374444ed/Steps/>

13.3.4. The written feedback from VIGNOBLEEXPORT to the Customer regarding the claim for loss can only be made once the Carrier involved has carried out a search within its warehouses and has established the loss of the Shipment. The Customer is informed that this search may require a period of approximately 30 working days from the transmission by VIGNOBLEEXPORT of the claim and the information relating to the claim to the Carrier involved.

13.4. OTHER CLAIMS

13.4.1. Any claim not related to (i) a partial loss or damage of the Goods or the Shipment or (ii) a total loss of the Shipment, must be made according to the procedure of article 14.1 of the General Terms and Conditions within a maximum period of three (3) working days from the date of Delivery in writing. After this period, the claim may be rejected by VIGNOBLEEXPORT.

13.5. EXCLUSIONS OF CLAIMS

13.5.1. No claim for loss, damage or otherwise will be considered under the following circumstances:

- lack of packaging,

- packaging of the Shipment unsuitable with regard to the requirements of VIGNOBLEEXPORT indicated in article 8 of the General Conditions and/or the nature, object and value of the Shipment/Goods,
- errors in the labeling of the Shipment,
- shipment of Commodities that are on the list of prohibited goods,
- Packages whose nature, weight or dimensions indicated in the Order differ from the actual measurements,
- force majeure (natural disasters, wars, national strikes, terrorist attacks, etc.);
- incomplete or improperly filed claims;
- any inspection of the Shipment made impossible due to the behavior of the Customer or the Consignee;
- damage to or loss of the Shipment resulting, in whole or in part, from erroneous and/or incomplete information regarding the Shipment/Commodity transmitted in the Order.

14. INSURANCE

- 14.1. VIGNOBLEEXPORT has subscribed, through the intermediary of an insurance brokerage company, an insurance contract for transported goods to which all Customers who so wish can subscribe.
- 14.2. This Ad Valorem insurance is calculated on the basis of the value of the Commodity declared by the Customer at the time of the Order. To this basis of calculation shall be added the amount of the freight charges.
- 14.3. No insurance is provided by default in the context of an Order. Customer may, however, purchase Ad Valorem insurance when placing the Order.
- 14.4. It is expressly accepted by the Customer that, in the context of the conclusion of an insurance policy, VIGNOBLEEXPORT only acts as an intermediary insurance agent for the Customer and that, in the absence of an express subscription by the Customer at the time of the Order, no insurance policy will be taken out in relation to the Service.
- 14.5. VIGNOBLEEXPORT informs the Customer that the Ad Valorem insurance:
- shall not apply in the event of failure to comply with the claims provisions of Section 14 above,
 - does not cover certain types of Commodity,
 - covers damage and physical loss (deterioration, destruction, theft, disappearance) only. The consequences of a financial loss (e.g. penalties for delay, loss of turnover...), the transport costs collected by VIGNOBLEEXPORT are not covered by the ad valorem insurance either.
 - The Customer should carefully read the insurance notice in order to be aware of all the conditions, risks and exclusions applicable to the Ad Valorem insurance.
- 14.6. In cases where the Customer has subscribed to Ad Valorem insurance, he shall, in the event of a dispute, follow the claim conditions indicated in Article 13 of the General Conditions by communicating to him, unless otherwise specified :
- the invoice for the purchase or sale of the Commodities,
 - a copy of the shipping label.
- 14.7. The insurer shall indemnify disputes to the extent of the loss suffered within the limits of the insurance policy.

14.8. In this respect, a document attesting to the value of the damaged or lost Commodities, and thus justifying the insured value, shall be used to calculate the amount of compensation to be paid to the Customer.

15. LIABILITY

15.1. VIGNOBLEXPORTE is responsible for direct and proven prejudices resulting from the Services but cannot, in any case, be responsible for the non-execution or the bad execution of all or part of the Services which would be attributable (i) to the Customer's act, (ii) to a third party not acting under the control of VIGNOBLEXPORTE, (iii) to the Carrier's act chosen, by the Customer, among the list of Carriers offered by VIGNOBLEXPORTE, or (iv) to a case of force majeure.

15.2. In any event, the liability of VIGNOBLEXPORTE for proven personal fault is strictly limited:

- In case of loss or damage to the Goods: 8 € per kilogram (economy service) or 20 € per kilogram (express service) of gross weight of the missing or damaged Goods without exceeding a sum greater than 1,000 €;

15.3. In the context of Services provided to Customers acting in their professional capacity, VIGNOBLEXPORTE cannot be held responsible for any intangible damage, loss of profits, customers, data or any loss of earnings or commercial loss.

15.4. It is up to the Customer to check the information communicated at the time of the Order and in no case will VIGNOBLEXPORTE be responsible for any errors made by the Customer and their consequences on the Services. In particular, VIGNOBLEXPORTE cannot be held responsible if the Shipment/Commodities delivered do not comply with the contractual documents and/or a legal or regulatory provision applicable in the country of Collection or Delivery.

15.5. The Customer acknowledges that his civil and/or criminal liability may be incurred by VIGNOBLEXPORTE in case of damage caused by the violation by the Customer of an obligation arising from the General Terms and Conditions or from the applicable regulations.

15.6. All actions to which an Order/Services may give rise shall be barred within one (1) year. This period shall commence (i) in the case of total loss of the Shipment, from the day Customer is notified of the loss of the Shipment and (ii) in all other cases, from the day the Shipment has been delivered to the Consignee or made available for collection by the Receiver, as applicable.

16. PERSONAL DATA PROCESSING

16.1. In the context of the Services, VIGNOBLEXPORTE is led to process personal data concerning the Customer and the Receivers, in accordance with the terms of its confidentiality policy accessible at the following address : <https://www.vignoblelexport.com/legal-mentions/>

16.2. The Customer guarantees and declares to VIGNOBLEXPORTE (i) that he is authorized to provide the personal data of the Receivers transmitted to VIGNOBLEXPORTE for the purposes of providing the Services and (ii) that the Receivers have been duly informed, before the communication of their personal data and, if necessary, have given their free, specific, informed and unambiguous consent, for the provision of the Services by VIGNOBLEXPORTE in accordance with the notice of information contained in the VIGNOBLEXPORTE privacy policy

17. APPLICABLE LAW - MEDIATION

The Terms and Conditions are subject to French law, with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods (CISG).

17.1. Any dispute arising from the interpretation, execution and use of the General Terms and Conditions and/or the Services shall be subject to the exclusive jurisdiction of the courts of Orleans, unless otherwise required by mandatory procedural rules.

Last update: July 4, 2023