

Terms and Conditions **'Conditions Générales de vente'**

Identification of the company.

SARL O&H BOUR (Domaine de Grangeneuve)

[A SARL is the French version of a company with limited liability]

SARL au capital de 12 195,92 Euros.

[The company has deposited 12,195.92 Euros in Capital]

Headquarters:

Domaine de GRANGENEUVE, 1200 route des Esplanes, 26 230 ROUSSAS (Drôme-France).

Telephone number 04.75.98.50.22 ; Email address: oh.bour@orange.fr

N° RCS : 339 440 307 R.C.S Romans.

Tax identification number = N°individuel d'identification fiscal : (SIRET) 339 440 307 00017.

VAT registration number = N° individuel d'identification TVA : FR 923 394 403 07.

Terms of sales of products sold on <http://www.domainedegrangeneuve.fr/>

Publishing Director of the site <http://www.domainedegrangeneuve.fr/> : Mme BOUR Nathalie.

Date of last update : 04/08/2016.

Clause N°1 : Purpose.

The general sales conditions described below detail the rights and obligations of the SARL (LLC) O & H BOUR and their client in connection with the sale of the following goods: alcoholic beverage (wine).

All services performed by SARL O&H BOUR implies unconditional acceptance of the buyer to these general conditions of sale.

Clause N°2 : Price

The prices of goods sold are those in effect on the day of ordering. They are denominated in Euros and exclusive of tax. Consequently, they will be increased by the rate of VAT and transportation costs applicable on the date of the order.

SARL O&H BOUR has the right to change its rates at any time. However, it undertakes to invoice the goods ordered at the price indicated when the order is logged and subject to availability.

The products remain the property of SARL O&H BOUR until full payment of the price is made.

Warning: once you take physical possession of the ordered products, the risk of loss or damage of products is transferred to you (the buyer).

Clause N°3 : Order

You can order:

- By internet 7 days a week and 24 hours per day on : <http://www.domainedegrangeneuve.fr/>

Contractual information is presented in French language and will be confirmed at the latest at the time of checkout.

SARL O&H BOUR reserves the right not to accept payment, and not to confirm an order for any reason, particularly in the event of supply problems, or in case of difficulties with the order received.

Clause 3: Validation of your order

All orders contained on the website <http://www.domainedegrangeneuve.fr/> implies full acceptance of these terms of sale without exception or reservation.

All of the data provided and the order confirmation shall constitute proof of the transaction.

Consequently, you hereby declare having read, acknowledged and are agreeing with the terms of sale.

The order confirmation shall be deemed a signature and acceptance of the transactions.

A summary of your order information and these Terms of Sale will be sent to you in PDF format to the e-mail confirmed by your order.

SARL O&H BOUR undertakes to deliver to you within the 4 working days following your order confirmation. Note that the O&H BOUR refuses all liability if this deadline is exceeded, without that it does not exceed 30 days.

Clause N°4 : Payment.

The fact of confirming your order means for you the obligation to pay the quoted price.

SARL O&H BOUR reserves the right to accept only credit card payments.

The payment of your purchases is by credit card through the secure "ATOS" system.

The order takes effect when the payment is made and validated by the bank branch BNP PARIBAS.

Clause N°5 : Cancellation policy

Pursuant to Article L.121-21 of the Consumer Code, you have a 14-day cancellation period from the receipt of your products to exercise your right of cancellation without any reasons or to pay a penalty.

Returns need to be in their original condition and complete (packaging, accessories...). In this context, you are liable. Damage to the product at this time may be such as to invalidate the right of cancellation. Returns charges are your responsibility. In this case the order should be returned in the original package with delivery tracking.

Upon exercise of the right of cancellation, the SARL O&H BOUR will refund the sums paid within 14 days following the notification of your application and via the same means of payment used when ordering.

Clause N°6 : Availability.

Our products are available as they are visible on the website: <http://www.domainedegrangeneuve.fr/> and within the limits of available stock.

In case of unavailability of the product after placing your order, we will notify you by email. Your order will automatically be canceled and you will be repaid in full.

In addition, the website <http://www.domainedegrangeneuve.fr/> is not intended to sell its products in large quantities. Therefore, the SARL O&H BOUR reserves the right to refuse orders with too many articles.

Clause N°7 : Shipping.

The products are delivered to the shipping address provided during the order process, within the time specified on the confirmation page of the order.

In case of delayed shipment, an email will be sent to inform you of a possible impact on the time of delivery of your order.

As required by law, in case of late delivery, you get the opportunity to cancel the order under the terms and conditions defined in Article L 138-2 of the Consumer Code. If meanwhile you receive the product we will proceed to issue a refund and the cost of transport according to the terms of Article 138-3 of the Consumer Code.

In case of delivery by post or by a carrier (for orders beyond 12 bottles), SARL O&H BOUR can not be held responsible for late delivery due exclusively to a client's unavailability after several appointment proposals for delivery.

Clause N°8 : Guarantee.

All our products have the legal guarantee of conformity and the guarantee against hidden defects, provided by Article 1641 and following of the Civil Code. In case of non-compliance of a product sold, it can be returned, exchanged or refunded.

All claims, requests for exchange or refund must be made by email within 30 days of delivery.

Products must be returned to us in the same condition in which you received them with all the elements included (accessories, packaging, etc.). The shipping costs will be reimbursed on the basis of the invoiced price, and the shipping costs will be refunded upon presentation of receipts. *

The provisions of this clause do not prevent you from enjoying the right of revocation under Clause No. 5.

Clause N°9 : Responsibility.

The SARL O & H BOUR cannot be held liable for damages resulting from misuse of the product purchased.

Finally, the SARL O&H BOUR cannot be held liable for any inconvenience or damage arising from the use of the Internet, including a break in service, external intrusion or presence of computer viruses.

Clause N° 10 : Applicable law in case of disputes.

The language of this contract is French. These terms and conditions are subject to French law. In case of dispute or litigation, the French courts will have exclusive jurisdiction.

Clause N°11 : Intellectual property.

All elements of the site <http://www.domainedegrangeneuve.fr/> are and remain the exclusive intellectual property of SARL O&H BOUR. No one is allowed to reproduce, use, repost, or use for any purpose whatsoever, even partially, elements of the site whether they are software, visual or audio. Any single link or hyperlink is strictly prohibited without the express written consent of the SARL O&H BOUR.

Clause N°12 : Personal Data.

The SARL O&H BOUR reserves the right to collect personal information and personal data from you. They are necessary to manage your order and to improve services and information we send to you. The latter may also be used to offer you our different commercial actions (mailings, etc). These personal data remain the exclusive property of SARL O&H BOUR and will not be voluntarily transferred to other organizations.

SARL O&H BOUR reserves the right to communicate such information to the SARL DOMAINES BOUR solely for security and digital storage.

This information and data is also stored for security purposes, to meet legal and security obligations.

According to the law of 6 January 1978, you have a right of access, of correction and of contradiction to your personal information and your personal data, directly on the website.

Clause N°13 : Archiving Evidence

SARL O&H BOUR will archive purchase orders and invoices in a reliable and durable manner containing a faithful copy in accordance with the provisions of Article 1348 of the Civil Code.

The digital records of the SARL O&H BOUR will be considered by all parties concerned, as proof of communications, orders, payments and transactions made between the parties.