

## General Terms and Conditions of Sale

The Société Civile CHATEAU ROMANIN, is registered in the Tarascon Trade and Companies Register companies of Tarascon under the number 490 242 252, whose head office is located Route de Cavaillon Cavaillon, CS 7000 13210 SAINT REMY DE PROVENCE CEDEX, hereinafter referred to as "

CHATEAU ROMANIN" VAT N° : FR61 490 424 252 Tel: 04 90 92 45 87 Fax: 04 90 92 24

36 Email: [contact@chateuromanin.fr](mailto:contact@chateuromanin.fr)

### Article 1. Subject

The present General Terms and Conditions of Sale (hereinafter referred to as "GTC") define the rights and obligations of the parties in the context of the sale of products by CHATEAU ROMANIN via its Internet site [www.ChateauRomanin.com](http://www.ChateauRomanin.com) (hereafter called the "Site") to any natural person of legal age having the status of consumer, to the exclusion therefore of any purchase for resale (hereinafter referred to as the "Customer"). Any sale of wines by CHATEAU ROMANIN is consequently governed by the present GTC. Consequently, the fact that the Customer places an order on the Site implies unreserved acceptance by the Customer of these GTC. The GTCs exclusively govern online sales contracts to consumers and, together with the online order, constitute the contractual documents to the exclusion of all other documents, such as prospectuses, emailing, catalogues or photographs of the products which are not catalogues or photographs of the products which are only indicative. By placing an order on the Site, the Customer undertakes to be at least 18 years old and to have the legal capacity to conclude the present contract on the date of the order, it being recalled that in accordance with Article L. 3342-1 of the Public Health Code and Ordinance No. 59-107 of 7 January 1959 and 1959 and Law N° 74-631 of 5 July 1974, the sale and offer of alcoholic beverages to minors and minors and similar persons are prohibited. The Customer also undertakes to ensure that his or her order is not intended for consumption by minors.

### Article 2. Modification

CHATEAU ROMANIN reserves the right to modify at any time the present GTC.

All orders placed are subject to the GCS appearing on line on the day of the order.  
day of the order.

### Article 3. Products offered for sale

The products offered for sale are those which appear on the Site. Each product is accompanied by a description and one or more photographs, which are not contractual. We only sell boxes of 6 bottles of 75 cl and boxes of 1 bottle of 150 cl.

We only sell boxes of 6 bottles of 75 cl and boxes of 1 bottle of 150 cl of a single quality and colour.  
CHATEAU

ROMANIN undertakes to supply the product ordered by the Customer within the limits of available stocks.

available stocks. Considering the rare nature of certain products which are subject to the vagaries of the

CHATEAU ROMANIN reserves the right to apply restrictions on the quantities available.

quantities available. The products displayed as available at the time of the order, can sometimes be no longer available when CHATEAU ROMANIN processes the order, in spite of the regular regular updating of the product database. CHATEAU ROMANIN will not be

CHATEAU ROMANIN will not be responsible in case of unavailability of the products or out of stock. If the products

CHATEAU ROMANIN will inform the Customer by any means and the products will be shipped as soon as

and the products will be dispatched as soon as they are in stock. In this case, the delivery times

In this case, the delivery times provided for in article 7.3 will apply as from the restocking. If the

products cannot be restocked, CHATEAU ROMANIN will inform the Customer by any means and

by any means, and will offer him an equivalent product. The Customer may then either accept the proposal

proposal, or refuse it and ask for the reimbursement of the entirety of his order. It

will be made, where appropriate, a full refund or payment of the difference between the unavailable

unavailable product and the replacement product, by the same means of payment

initially used.

#### Article 4. Prices

The prices are expressed in Euros, all taxes included, excluding delivery, transport and customs and customs taxes. These costs will be mentioned, if necessary, before validation of the order and order and invoiced in supplement. CHATEAU ROMANIN reserves the right to modify

its prices at any time. The price applicable to the Customer will be the price appearing on the Site on the day of

the order. Delivery in Metropolitan France only.

#### Article 5. Order

## 5.1 Ordering process.

Orders must be placed by the Customer on the Site, in accordance with the ordering process process described below: Email - First name - Last name - Company (not required) - Address - Address continued (not required) - Postcode - City - Mobile phone Choice of products and add to the basket => validation of the basket => identification of the billing address and delivery address

delivery address, a First and Last Name, a delivery address, an email and a mobile phone number.

a mobile phone number => certification of majority => acknowledgement of the GTC and tick the and tick the box "I have read and accept the terms and conditions" => choice of payment method => validation of payment after verification of the order

validation of the payment after verification of the order) An e-mail confirming the order will be sent to the

An e-mail confirming the order will be sent to the Customer at the e-mail address provided by the latter. During the

during the ordering process, the Customer will be able to view, at any time, the details and the total amount of his/her order, and to correct any

and the total amount of the order, and correct any errors, before confirming it in order to express acceptance. The Customer alone is responsible for any errors made during the ordering process. order process.

## 5.2 Terms and conditions of the order

By placing an order, the Customer expressly accepts the prices, the product descriptions and the the GTC. Orders are validated as soon as possible by email. No

modification is possible without the express agreement of CHATEAU ROMANIN. By

placing an order on the Site, the Customer expressly renounces the benefit of article 1587 of the Civil Code, according to which the sale of wine is only definitively concluded after tasting and approval of the buyer. CHATEAU ROMANIN reserves the right to refuse or cancel

if the quantities of products ordered are abnormally high for buyers who are consumers

if the quantities of products ordered are abnormally high for purchasers having the quality of consumers; - from a Customer who would not have the capacity to

a Customer who does not have the capacity to contract in accordance with Article 1 of these GTC; - a Customer with whom there has been a previous

a Customer with whom there has been a previous payment incident.

## 5.3 Cancellation of an order

In order to be taken into consideration, any request to cancel an order must be

made before the shipment of the products by CHATEAU ROMANIN, by telephone or email, specifying the name, the first name, the amount and the order number.

#### Article 6. Terms and conditions of payment for the order

The Customer must make payment immediately upon ordering by : Credit card, Visa, Mastercard. For any other means of payment, the Customer must contact directly

CHATEAU ROMANIN The Customer guarantees CHATEAU ROMANIN that he has sufficient funds to cover

sufficient funds to cover the amount of the order and the necessary authorisations for the use of the use of the bank card used. To specify the secure means of payment set up on the

on the Site (e.g.: The Customer is redirected to the payment interface of the banking partner

The Customer is redirected to the payment interface of CHATEAU ROMANIN's banking partner which is subject to 3D Secure security). The non-payment on the due date automatically entails a LATE PENALTY. The rate of

The legal interest rate for sales to private individuals, in accordance with Decree N°2014-1115, is 2.52% in the second half of 2020.

#### Article 7. Delivery of products

##### 7.1 Delivery address

The products ordered are delivered to the address indicated by the Customer when ordering on the the Site. In the event that the products are returned to CHATEAU ROMANIN because of incomplete or false address, CHATEAU ROMANIN will contact the Customer to inform inform the Customer and request additional information or a new delivery address.

delivery address. The starting point of the new delivery period will begin to run as soon as the information concerning the new address

information concerning the new address and the expenses of this forwarding will be with the the Customer. Under no circumstances shall CHATEAU ROMANIN be liable for for the impossibility of delivering the products in due time and place.

##### 7.2 Transport and reception of the products

The products are insured by CHATEAU ROMANIN during their transport in

France and travel at its own risk. It is up to the Customer to check

the state of the packaging as well as the nature, the state, the quantity, the quality of the products and more

the conformity of the products delivered to the content of the order concerned and to

to make all necessary observations in the event of breakage, damage or shortages by clearly expressing

clearly expressing his reservations on the delivery receipt. The signature of the delivery receipt without reservation shall constitute acceptance by the Client. Before signing the delivery receipt, in the event of a anomaly, the Customer must refuse the delivery. The carrier will inform CHATEAU ROMANIN who undertakes to reship to the Customer, as soon as possible, an identical product. Subject to the establishment by CHATEAU ROMANIN of the validity of the refusal of the delivery by the Customer, CHATEAU ROMANIN shall bear the cost of reshipment at its expense. The Customer may not demand reimbursement of the product and delivery costs. After the signature of the delivery receipt, in the event of an anomaly noted by the Customer, he/she shall be required to inform CHATEAU ROMANIN and the carrier by registered letter with acknowledgement of receipt within 24 hours after the delivery. As from the delivery, CHATEAU ROMANIN shall not be responsible for the risks of loss, deterioration of the deterioration of the products or damage that the Customer could cause to the latter. the latter.

### 7.3 Delivery time

The Customer's order will be dispatched within a maximum of 3 working days from the date of receipt of payment, provided that the products ordered are available. In any case, the In any case, the order will be delivered within a maximum of 30 days provided that the delivery address delivery address is complete and accurate and that the telephone number is valid. In case of non respect of this delivery time by CHATEAU ROMANIN the Customer has the possibility to contact CHATEAU ROMANIN to make the delivery within a reasonable additional time by registered letter with acknowledgement of receipt sent to the following address Route de Cavillon CS 7000 13210 SAINT REMY DE PROVENCE CEDEX. It is only if CHATEAU ROMANIN has not complied within this time limit that the Customer has the possibility of to cancel the contract, according to the same methods. In case of non-respect of the delivery time by CHATEAU ROMANIN, the latter shall in no case be held responsible for indirect damages that the the Customer would come to invoke. These consequential damages are understood to include any loss of income, profits, interests or markets, and any loss linked to the impossibility of using all or part of to use all or part of the shipment.

### 7.4 Force majeure and acts of God

It is reminded that force majeure or fortuitous event releases CHATEAU ROMANIN - temporarily or permanently - from any delivery commitment and this without compensation to the benefit of

the Customer. Consequently, CHATEAU ROMANIN shall not be held responsible for delays, losses, damages, quality degradation, errors or default of delivery. Such a situation includes all events or causes outside the control of CHATEAU ROMANIN, hindering or stopping the supplies or deliveries of CHATEAU ROMANIN or those of its suppliers or subcontractors, and preventing CHATEAU ROMANIN in good faith from making the ROMANIN from delivering the products that are the object of the order.

#### Article 8. Responsibility

CHATEAU ROMANIN guarantees to supply products in conformity with the regulations in force and to the characteristics announced on the Site. The responsibility of CHATEAU ROMANIN shall not be held liable in case of incomplete or erroneous data entry by the Customer, in case of unavailability of the products, in case of indirect damage linked to the non-respect of the delivery time, or for all the situations provided for in article 7.4 and, in general, all events outside the events beyond the control of CHATEAU ROMANIN that do not allow the order to be the proper execution of the order.

#### Article 9. Clause of property reserve

It is expressly agreed between the parties that the goods remain property of the seller until complete and perfect payment in accordance with the Law n°80.335 of May 12th, 1980. The transfer of ownership to the purchaser shall take place on the day of full payment of the price. Notwithstanding the foregoing, the Customer shall be fully responsible for the goods upon receipt responsibility for them with regard to any risk.

#### Article 10. Right of withdrawal

##### 10.1 Exercising the right of withdrawal

In accordance with Article L.221-18 of the Consumer Code, as a consumer the Customer may exercise his right of withdrawal within fourteen (14) days from receipt of the products ordered. from the receipt of the ordered products. The Customer does not have to give any reasons and will not be be subject to any penalty. In order to exercise this right of withdrawal, the Customer must notify his intention to withdraw, before the expiry of the withdrawal period, by means of an unambiguous statement unambiguous statement via : - a letter containing his name, address and possibly his telephone number and

name, address, telephone number and e-mail address sent to the following address (as evidenced by the postmark)

as proof of posting): Route de Cavaillon CS 7000 13210 SAINT REMY DE PROVENCE CEDEX -

an e-mail containing his name, address and possibly his telephone number and e-mail address sent to the

an e-mail containing his name, address and possibly his telephone number and e-mail address sent to the address (the date of sending being taken as proof) :

accueil@ChateauRomanin.fr - the non-mandatory withdrawal form attached to the  
to these GTC.

## 10.2 Product return procedures

The Customer undertakes, within fourteen (14) days of sending his decision to withdraw

to return the products, in their original condition and packaging, in a perfect state of resale, to the following address

for resale, to the following address Route de Cavaillon CS 7000 13210 SAINT REMY DE

PROVENCE CEDEX. The transport of returned products is the responsibility of the Customer,

who must choose an appropriate method of return. The cost of return shipment shall be borne by

of the Customer. CHATEAU ROMANIN will reimburse the Customer for the totality of the price paid including

the delivery costs (corresponding to the least expensive mode of adapted standard delivery),

as soon as possible and at the latest within fourteen (14) days following the date on which

CHATEAU ROMANIN will have been informed of the Customer's decision to retract. The

refund will be made using the same means of payment as that used by the Customer for the initial

Customer during the initial transaction, unless the Customer expressly agrees that CHATEAU ROMANIN may use another

ROMANIN to use another means of payment and insofar as the refund does not

does not incur any costs for the Customer. In accordance with article L.221-24 of the Consumer Code

Code, CHATEAU ROMANIN may defer reimbursement until receipt of the product(s)

of the product(s) or until the Customer has provided proof of their dispatch, the date retained being the first of these

the date of the first of these facts. Proof of shipment of the product is understood to be any

means allowing to justify without any possible dispute the sending of the product concerned to X.

to X. It is reminded that the Customer's responsibility, in case of withdrawal after use of the product(s), is

product(s), the Customer is liable for any depreciation of the product(s) resulting from

other than those necessary to establish the nature, characteristics and proper functioning of the product(s).

the nature, characteristics and proper functioning of the product(s). According to the European Commission, these manipulations

are those which a consumer can carry out in a shop, for the goods offered for sale there.

offered for sale.

#### Article 11. Guarantees

CHATEAU ROMANIN is bound towards its Customers by the legal guarantee of conformity mentioned in articles L. 217-4 and following of the French Consumer Code and that relating to defects of the thing sold, under the conditions provided for in articles 1641 and following of the Civil Code. In case of non-conformity of the products, the Customer is invited to contact

CHATEAU ROMANIN (by mail, email or telephone) which will take care of it by

indicating to him the modalities of return, replacement or refunding. The Customer

has two non-cumulative choices: When he acts in legal guarantee of conformity, the

Customer : - has a period of two years from the date of delivery of the goods to act; - can choose between

may choose between replacing the product, subject to the cost conditions provided for by

may choose between replacing the product, subject to the cost conditions provided for in Article L. 217-9 of the Consumer Code; - if replacing the product is impossible, if the solution

if the replacement of the product is impossible, if the solution requested by the Customer has not been implemented within a period of one month or if this solution

if the replacement of the product is impossible, if the solution requested by the Customer has not been implemented within a period of one month or if this solution cannot be implemented without major inconvenience for the Customer, given the nature of the good and the

nature of the goods and the use he is seeking, the Customer may obtain a refund in return for the

refund in return for the item or a reduction in price if he wishes to keep it.

wishes to keep it. However, the sale may not be cancelled if the lack of conformity is minor.

conformity is minor. - The buyer is exempted from proving the existence of the lack of

conformity of the goods during the twenty-four months following the delivery of the goods. On the other hand, the

Customer may decide to invoke the guarantee against hidden defects in the goods sold as defined in

sold within the meaning of Article 1641 of the Civil Code. In this case, he may choose between

the sale or a reduction in the sale price in accordance with Article 1644 of the Civil Code.

Civil Code. Proof of the absence of a defect may be provided after

tasting by the CHATEAU ROMANIN oenologist. The legal texts concerning the existence, the conditions of implementation and the content of the legal guarantee of conformity are reproduced below: Article L.217-4 of the French Consumer Code: "The seller delivers goods that conform to the

Article L.217-4 of the French Consumer Code: "The seller delivers goods in conformity with the contract and is responsible for any defects in conformity existing at the time of delivery. He

is also liable for any lack of conformity resulting from the packaging, assembly instructions or instructions or installation when the latter has been made his responsibility by the contract or has been carried out under his responsibility". Article L.217-5 of the Consumer Code: "The goods are

conforms to the contract: 1° If it is fit for the use usually expected of a similar good

and, where applicable : - if it corresponds to the description given by the seller and has the

1° If it is fit for the purpose usually expected of similar goods and, where applicable: if it corresponds to the description given by the seller and has the qualities that the seller presented to the buyer in the form of a sample or model; - if it

has the qualities that a buyer may legitimately expect in view of the public statements

if it has the qualities that a buyer may legitimately expect, having regard to the public statements made by the seller, the producer or his representative, in particular in advertising or labelling

2° Or if it has the characteristics defined by mutual agreement between the parties or is

2° Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and which the latter has

2° Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the buyer. Article L.217-12 of the Consumer Code

Code: "The action resulting from the lack of conformity is prescribed by two years from

from the delivery of the goods". The legal texts concerning the existence, the conditions of implementation

of the guarantee against hidden defects in the item sold are reproduced below

reproduced below: Article 1641 of the Civil Code: "The seller is bound by the warranty for

hidden defects in the item sold that make it unfit for the use for which it was intended,

or which so diminish this use that the buyer would not have acquired it, or would have given a lesser

or would only have given a lower price, if he had known about them". Article 1648 paragraph 1 of the Civil Code: "

The action resulting from redhibitory defects must be brought by the buyer within a period of

two years from the discovery of the defect". Article 2232 of the Civil Code: "The postponement of the

the starting point, suspension or interruption of the limitation period cannot have the effect of

extend the period of extinctive prescription beyond twenty years from the day on which the right day on which the right arose". Article 12. Personal data - Right of access, rectification and

The automated processing of personal information on the Site shall be declared to the with the Commission Nationale de l'Informatique et des Libertés. This area is in the process of being declaration. This space is in the process of being declared to the CNIL.

collected on the Site is subject to computer processing intended for the proper functioning of the of the service and in particular for the processing of orders, the constitution of customer files and their distribution to third parties responsible for the execution and payment of orders.

In accordance with the amended "Data Protection Act" of 6 January 1978, the Customer has at any time a right of access, of correction and suppression of the information concerning him/her with CHATEAU ROMANIN. The Customer may exercise this right by contacting CHATEAU ROMANIN by mail (Route de Cavaillon CS 7000 13210 SAINT REMY DE PROVENCE CEDEX) or by email ([accueil@chateauromanin.fr](mailto:accueil@chateauromanin.fr)). Proof of identity of identity may be requested from the Customer for any request. If the Customer does not wish that to be re-used for commercial purposes and/or passed on to third parties, they are invited to third parties, he is invited to inform CHATEAU ROMANIN by post or e-mail at the

addresses indicated above. Article 13. Cookies The Site uses cookies. They are small files recorded on the Customer's hard disk, most of which are intended to allow or facilitate or facilitate their browsing and are necessary for the proper functioning of some of the services of the Site. The Customer may give his consent or oppose the use of cookies

by setting the appropriate parameters on their connection device. The "Help" section of most browsers indicates how to proceed with the parameterisation. Article 14. Property

Intellectual Property All the elements (database, graphics, texts, etc.) belonging to CHATEAU ROMANIN are protected by intellectual property rights.

ROMANIN, all the elements (database, graphics, texts, photographs, etc.) of the

of the Site are protected by intellectual property rights belonging to CHATEAU ROMANIN. No reproduction (other than for strictly private use) of any of the elements of the Site

elements of the Site, nor any hypertext link to the Site, may take place without

the express and prior authorisation of CHATEAU ROMANIN. Article 15. Abuse of alcohol

The abuse of alcohol is dangerous for your health. Know how to consume and appreciate with moderation. Article 16. Applicable law

These GTC are subject to French law.

## Article 17. Settlement of disputes

In the event of a dispute concerning the interpretation, execution or validity of these GTC, we invite the

invite the Customer to seek an amicable solution by contacting our Customer Service Department

our Customer Service by sending a letter to the following address Route de Cavaillon CS

7000 13210 SAINT REMY DE PROVENCE CEDEX or an e-mail to the following address

([accueil@chateuromanin.fr](mailto:accueil@chateuromanin.fr)). If this complaint relates to a product, this product must,

in its original condition or packaging so that any claim can be taken into account.

for any claim to be taken into account. In the event that the request for a complaint to Customer Service fails or in the absence of

Customer Service or in the absence of a response from this service within two months, the

Customer may submit the dispute with CHATEAU ROMANIN to a mediator who will attempt, in a completely

will try, in all independence and impartiality, to bring the parties together in order to reach an amicable amicable solution. To present his request for mediation, the Consumer has a

complaint form accessible on the mediator's website at [www.medicys.fr](http://www.medicys.fr). Or

indicate the mediator of your choice The parties to the contract remain free to accept or refuse

refuse recourse to mediation and, in the event of recourse to mediation, to accept or refuse the

the solution proposed by the mediator. The Customer remains free at any time to bring the matter before the

court. The competent court shall be the one of the place of residence of the defendant or the place of

of the actual delivery of the goods. Article 18. Translation These GTC have been drafted in French and have been

in French and have been translated. It is agreed that in the event of difficulty in

It is agreed that in the event of interpretation difficulties, the French version shall prevail. Withdrawal form For the attention of

CHATEAU ROMANIN [Route de Cavaillon CS 7000 13210 SAINT REMY DE

PROVENCE CEDEX or [accueil@chateuromanin.fr](mailto:accueil@chateuromanin.fr) I hereby notify you of my

I hereby notify you of my withdrawal from the contract for the sale of the following goods: - Ordered on (\*) / received on (\*)

Order number: - Name of Customer(s): - Address of Customer(s): Signature of Customer

Customer (only in case of notification of this form on paper) : Date: (\*) Delete

Delete as appropriate. INFORMATION CONCERNING THE EXERCISE OF THE RIGHT OF

RETRACTION: You have the right to withdraw from this contract without giving any reason within

within fourteen days of the day on which you, or a third party other than the carrier you, or a third party other than the carrier and designated by you, takes physical possession of the goods. To exercise the right of withdrawal, you must notify us of your decision to withdraw from this contract by means of an unambiguous statement (e.g. letter sent by post, fax or e-mail). You can use the model withdrawal form but this is not a form, but this is not compulsory. For the withdrawal period to be respected, it is sufficient for the withdrawal period to be observed if you send your communication on the exercise of the right of withdrawal before the withdrawal period expires. If you withdraw from this contract, we will reimburse you for all contract, we will refund all payments received from you, including the delivery costs (except for delivery costs (with the exception of any additional costs arising from the fact that you have chosen a different delivery method other than the cheaper standard delivery method offered by us) without undue delay delivery method offered by us) without undue delay and in any event no later than fourteen days from the day we are the day we are informed of your decision to withdraw from this contract. contract. We will make the refund using the same method of payment as you used for the transaction. that you used for the original transaction, unless you expressly agree to a different in any event, this refund will not incur any costs for you. for you. Insert your name, geographical address and, where available, your telephone number, fax number and telephone number, fax number and e-mail address. You can also You can also fill in and send the model withdrawal form or any other unambiguous unambiguous statement on our website. If you use this option, we will If you use this option, we will send you an acknowledgement of receipt of the withdrawal by email without delay. We may defer the refund until we have received the goods or until you have provided proof of We may defer a refund until we have received the goods or you have provided proof of dispatch of the goods, whichever is the earlier. You must return the goods to the company's registered office without undue delay and in any event no later than fourteen days after you have informed us of your decision to withdraw from this contract.

decision to withdraw from this contract. This period shall be deemed to have been observed if you return the

before the expiry of the fourteen day period. You will have to bear the direct costs of returning the goods.

of returning the goods. You shall only be liable for the depreciation of the goods as a result of resulting from handling other than that necessary to establish the nature, characteristics and proper characteristics and proper functioning of the goods.