

GRINCLAIR SAS

www.epc-champagne.com or www.aurose-provence.com

GENERAL TERMS AND CONDITIONS OF SALE (Consumers)

Article 1: GENERAL PROVISIONS

The EPC Champagne website (<https://www.epc-champagne.com>, hereinafter the "Website") [or "Aurose Provence (<https://www.aurose-provence.com>, hereinafter the "Website")"] is an online sales website published by Grinclair SAS (hereinafter the "Supplier"), a simplified joint stock company with capital of 285,565 euros, domiciled at 18, deuxième avenue, 60260 Lamorlaye and registered with the Compiègne Trade and Companies Register under number 825082084.

These General Terms and Conditions of Sale (hereinafter, the "GTCS") govern the sales contracts concluded between the Supplier and any consumer purchaser (hereinafter, the "Customer" and, together with the Supplier, the "Parties" or individually a "Party") located in mainland France and Corsica (excluding DROM-COM) and in Monaco. These GTCS have been originally drafted in French. In case of contradiction between the English and French versions of the GTCS or in case of imprecision of the English version, the French version shall prevail.

In accordance with paragraph 1 of the preliminary Article of the French Consumer Code, a consumer is defined as any natural person who is acting for purposes that do not fall within the scope of his or her commercial, industrial, craft, liberal or agricultural activity.

Pursuant to Article L. 3342-1 of the French Public Health Code, the sale of alcoholic beverages is prohibited to persons under the age of 18. The Supplier reserves the right to ask the Customer to prove his identity.

These GTCS are systematically sent or given to each Customer by the Supplier at the time of a sale. Any order placed with the Supplier implies the Customer's full and unreserved acceptance of these GTCS. By accepting these GTCS, the Customer also agrees to receive the monthly newsletter sent by the Supplier. The Customer may unsubscribe at any time by clicking on a link included in the newsletter.

Unless otherwise agreed in writing by the Supplier, these GTCS shall prevail over any general terms and conditions of purchase or any other documents issued by the Customer, regardless of the terms thereof.

These GTCS as well as all of the elements appearing on the Website (photographs, graphics, catalogues, notes, etc.) may be modified at any time by the Supplier. The GTCS and prices that are binding for a sale and enforceable against the Customer are those accepted by the Customer when validating his/her purchase and reiterated by the Supplier when confirming the order.

As the Supplier may be required to amend certain provisions of the GTCS from time to time, Customers are advised to read the GTCS systematically and exhaustively before placing any new order.

Article 2: PRODUCTS AND PRICES

Article 2.1: PRODUCTS OFFERED

The Supplier offers champagnes, wines, spirits and other ancillary products for sale (hereinafter the "Products").

The list of Products sold as well as their specifications and prices are published on the Website.

The prices indicated on the Website are in euros and are exclusive of tax and delivery charges. The VAT rate applicable is the rate in force on the day of delivery of the Products.

The Supplier reserves the right to modify at any time the list of Products presented on the Website and their specifications, which include the photographs illustrating the Product and its technical specifications. The illustrative photographs have no contractual value, unlike the technical specifications of the Product.

In particular, the Supplier reserves the right to modify the labelling of the Products and their packaging, in relation to the visuals presented on the Website, in order to ensure that the Products comply with the applicable French standards.

Article 2.2: CUSTOMIZED PRODUCTS

The Supplier offers the Customer the possibility of personalising certain Products sold on the Website by including a message on the Product written during the ordering process.

The Customer undertakes not to include any message whose content is likely to be abusive, defamatory, vulgar, violent, racist or of a political or religious nature.

Furthermore, the Customer undertakes not to write a message whose content :

- (i) encourages under-age drinking;
- (ii) presents sobriety, abstinence or moderate consumption in a negative light;
- (iii) presents the consumption of alcoholic beverages as an aid to overcome individual or collective problems or to prevent, treat or cure any illness or psychological condition;
- (iv) associates alcohol consumption with all kinds of illegal, anti-social, dangerous, aggressive or violent behaviour;
- (v) suggests that alcohol may be consumed before or while driving a vehicle of any kind or during an activity that requires a certain degree of concentration to be carried out safely;
- (vi) suggests that alcohol can be consumed during pregnancy and breastfeeding;
- (vii) infringes the rights of third parties (including intellectual property rights).

The Supplier reserves the right to refuse any message that contravenes these rules and in any event declines all responsibility for the personalised message.

If the Supplier refuses the personalised message, the Customer may propose a new message to the Supplier by

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e-mail (commande@epc-champagne.com [or contact@aurose-provence.com]) within seventy-two (72) hours following the refusal of the first message. Failing this, no personalised message will be written on the Products ordered and the Supplier will reimburse the Customer for any sums paid in respect of the personalisation of the Products.

The Customer undertakes to indemnify the Supplier at the Supplier's first request against any consequences, prejudice or legal action taken by the Supplier in relation to the content of the personalisation message.

Article 3: ORDERS

Article 3.1: ORDERING PROCESS

Orders are sent by the Customer to the Supplier in French (i) by order on the Website, (ii) by e-mail or (iii) by telephone.

All orders require the Customer to provide the following information, which is necessary for identification and delivery of the order: surname, first name, e-mail address, postal address (door and street number, postcode, town and country).

The Supplier undertakes to send the Customer an order confirmation by e-mail within a maximum of seventy-two (72) hours from receipt of the order. Any order placed by a Customer will only become final after confirmation of the order by the Supplier. The order confirmation will contain, in particular, the following information: reference and quantity of the Products ordered, price exclusive of tax and inclusive of tax of the Products ordered, amount of VAT applicable, cost of carriage (determined in application of Article 5.1 of the GTCS), delivery address and indicative delivery time (determined in application of Article 5.2 of the GTCS). The prices stated in the order confirmation are firm and final and may not be modified at a later date.

Before confirming an order, the Supplier reserves the right to ask the Customer to provide proof of identity and business address. Confirmation of the order will be subject to the provision of these documents. The Supplier reserves the right to cancel the order in the event of failure to receive these documents or in the event of non-conformity of the documents provided.

Ordering on the Website: orders placed on the Website are limited to deliveries in mainland France, Corsica and Monaco. All orders imply the creation and validation of a shopping basket. Once the shopping basket and personal information have been validated, the Customer will be directed to an order validation page, summarising the price of the Products ordered, excluding VAT and including VAT, the amount of VAT applicable and the cost of transport, as specified in Article 5 of the GTCS. Once the order has been validated, the Customer will be directed to a secure page in order to proceed with payment, in accordance with Article 4 of the GTCS.

Orders by e-mail or telephone: All orders must be sent to the following e-mail address or telephone number: commande@epc-champagne.com; +33 9 81 08 47 25 [or "contact@aurose-provence.com; +33 9 81 08 47 25"] or to the e-mail address of any member of the Supplier's staff responsible for marketing the Products. The prices applicable

to the Products are the prices published on the Website on the day of the order.

Article 3.2: QUOTATION

At the Customer's request by e-mail (commande@epc-champagne.com [or "contact@aurose-provence.com"]), the Supplier may offer a quotation, valid for one (1) month, unless otherwise stipulated on the quotation.

Article 3.3: MODIFICATION OR CANCELLATION OF ORDERS

In the event of total or partial unavailability of the Products ordered, the Supplier will send the Customer the Products that have been ordered and are available and will propose to the Customer, at the Supplier's discretion:

- (i) cancellation of the order for unavailable Products; or
- (ii) substitution of unavailable Products with available and equivalent Products (i.e. with similar technical specifications); or
- (iii) a postponement of the delivery of the unavailable Products.

If the Customer refuses a proposal to modify his/her order, the order will be cancelled (for unavailable Products only).

The Supplier reserves the right to refuse, reduce or split all or part of a Customer's order if the quantity ordered or the frequency of orders seems abnormal in relation to the normal needs of a consumer.

The Supplier reserves the right to cancel, suspend or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order, until the latter has been paid in full.

In the event of cancellation of all or part of an order, the Supplier will refund the sums paid in full using the same means of payment as that used for the order, and within fourteen (14) days of the date of cancellation.

Article 4: PAYMENT CONDITIONS

Ordering on the Website: payment for orders by the Customer is made in full at the end of the purchasing process, once the Customer has validated the order.

Payment shall be made via Stripe, a third party to the Supplier, and shall be subject to the Customer's prior communication and acceptance of Stripe's general terms and conditions. At the time of payment, the Customer's bank details are communicated to a secure server guaranteeing the security and confidentiality of the information provided. The Supplier may not be held liable in the event of malfunction or damage resulting from the use of the Stripe service.

Orders placed by e-mail or telephone: invoices will be issued by the Supplier on the day the order is confirmed and must be paid before the Products are dispatched.

Article 5: DELIVERY

Article 5.1: TRANSPORT

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Mainland France, Corsica and Monaco

Delivery of the Products is at the Supplier's expense. The Customer is free to export the Products to other territories not covered by the Supplier and must ensure compliance with the regulations of the country concerned and payment of the taxes and other costs due.

The delivery costs invoiced to the Customer and mentioned on the Customer's order validation page are determined as follows:

Number of bottles ordered	Delivery costs
1 à 6	6.99 euros
> 6	Available

The Supplier is free to choose the carrier and bears all the risks associated with transportation until delivery, i.e. until the physical handover of the Products ordered to the Customer or its representative.

Other territories

Orders placed by e-mail or telephone may be delivered by the Supplier to territories other than mainland France, Corsica and Monaco.

Deliveries will be made EX WORKS (Incoterms 2020). The Customer must ensure that the Products delivered comply with the regulations of the country concerned, and that taxes and other costs due have been paid.

Article 5.2: DELIVERY TIME

The Products are sent with a delivery note to the delivery address indicated by the Customer when placing the order.

The delivery times indicated on the order confirmation are between four (4) to six (6) working days for standard delivery in mainland France, Corsica and Monaco. These times are increased by seven (7) days if one or more Products ordered are customised. These are indicative times, corresponding to the average processing and delivery times for an order. In order for these delivery times to be respected, the Customer must ensure that he/she has provided accurate and complete information concerning the delivery address (such as, in particular: street number, building number, staircase number, access codes, names and/or intercom numbers, etc.) and that he/she has paid for his/her order before it is dispatched.

The Supplier invites the Customer to notify him of any delay in delivery of more than fourteen (14) days in relation to the delivery date indicated on the order validation page and recalled in the order confirmation e-mail, in order to enable the Supplier to initiate an enquiry with the carrier. In any event, the Supplier will keep the Customer informed of the outcome of the investigation.

Without prejudice to its right of withdrawal, the Customer may cancel any order which has not been delivered within thirty (30) after placing the order, by registered letter with

acknowledgement of receipt. The Supplier will reimburse the Customer for any sums paid within a maximum period of fourteen (14) days from the date on which the cancellation was requested.

Article 6: GUARANTEES

Article 6.1: FAILURE TO DELIVER

In the event of a defect in the quantity or quality of the Products delivered, the Customer undertakes to inform the Supplier by e-mail (commande@epc-champagne.com) without delay and no later than fourteen (14) days from delivery of the Products.

In particular, the Customer shall make its best efforts to notify the Supplier, without delay and no later than two (2) days from delivery of the Products, of any shortcomings relating to the delivery of the said Products (such as a package opened before receipt, incomplete or damaged).

The Supplier will endeavour to offer the Customer a replacement for the Products ordered or delivery of the missing Products and, failing this, will offer the Customer cancellation of the order.

The Customer shall return the Products to the Supplier at the latest within fourteen (14) days following the communication of his complaint to the Supplier and at the following address: G.d. Laser, ZI du Petit Crachis 45210 Ferrières-en-Gâtinais. Products must be returned in their original packaging.

As from receipt of the returned Products, and unless the Supplier is satisfied that the returned Products conform to the initial order, the Supplier will refund the price paid by the Customer or replace the returned Products within a period of fourteen (14) days. Within the same period and at the Customer's request, the Supplier will reimburse the Customer for the return costs, using the same means of payment as that used by the Customer to purchase the Products.

Article 6.2: LEGAL GUARANTEE OF CONFORMITY

In the event of a complaint, the Supplier invites the Customer to contact him by e-mail (commande@epc-champagne.com) or by telephone (+33 9 81 08 47 25) [or "(contact@aurose-provence.com) or by telephone (+33 9 81 08 47 25)"].

The Supplier supplies its Customers with Products that comply with the technical specifications mentioned on the Website and with the use and quality usually expected of this type of Product, in accordance with Article L. 217-5 of the French Consumer Code.

In the event of a lack of conformity in relation to the technical specifications mentioned on the Website, noted by the Customer within a period of twenty-four (24) months from delivery of the Products, the Customer may request the implementation of the legal guarantee of conformity by writing to the Supplier by e-mail at the following address commande@epc-champagne.com.

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Any request for implementation of the legal guarantee of conformity must contain a description of the lack of conformity observed (supported by photographs, where applicable) and indicate the Customer's choice between: (i) replacement or (ii) reimbursement of the non-conforming Products.

The Supplier undertakes to respond to the Customer as soon as possible. From the date of the Supplier's reply and unless the Supplier decides otherwise, the Customer must return the non-conforming Products to the Supplier within fourteen (14) days, at the address indicated by the Supplier and at the Supplier's expense.

In the event of a request to replace a non-compliant Product, the Supplier undertakes to replace it within thirty (30) days of the Customer's request, in accordance with Article L. 217-10 of the French Consumer Code and subject to receipt by the Supplier of the return of the non-compliant Products, unless the Supplier decides not to return them.

In the event of a request for reimbursement of a non-conforming Product, the Supplier undertakes to reimburse the price paid by the Customer for this Product within fourteen (14) days of receipt by the Supplier of the return of the non-conforming Products, in accordance with Article L. 217-17 of the French Consumer Code, unless the Supplier decides not to proceed with their return.

Any reimbursement by the Supplier will be made using the same means of payment as that used by the consumer when placing the order.

Article 6.3: HIDDEN DEFECTS

In accordance with articles 1641 to 1649 of the French Civil Code, the Customer benefits from a guarantee against hidden defects in the Products sold that render them unfit for the use for which they were intended, that guarantee being applicable for a period of two (2) years from the discovery of the hidden defects.

Hidden defects for which the guarantee may be invoked must have existed at the time of transfer of risk. The Supplier reserves the right to proceed directly or indirectly, through any agent of its choice such as the carrier, with any on-site verification. In particular, the Customer undertakes to allow the Supplier, or the appointed agent, every facility to carry out, or have carried out, any observations and/or inspections that the Supplier deems necessary and to give him free access to the Products in order to do so.

Any compensation that may be due to the Customer under this Article shall be strictly limited to that provided for in Article 1644 of the French Civil Code, to the exclusion of any other compensation.

Article 7: RIGHT OF WITHDRAWAL

The Customer has a period of fourteen (14) days in which to exercise his right of withdrawal.

This period starts to run from receipt of the Products by the Customer or by a third party, other than the carrier, designated by the Customer. If the Customer has ordered several

Products in a single order giving rise to several deliveries (or in the case of an order for a single Product delivered in several batches), the withdrawal period will expire fourteen (14) days after the day on which the Customer, or a third party other than the carrier and designated by the Customer, takes physical possession of the last Product delivered.

In order to exercise their right of withdrawal and in accordance with Article L.221-21 of the French Consumer Code, Customers must notify their decision to withdraw by sending the completed withdrawal form (reproduced below and accessible at the following Internet address: [\[\]](#)) or by means of an unambiguous statement expressing their wish to withdraw.

The withdrawal form or the unambiguous declaration must be sent to the Supplier preferably by e-mail to the following address: commande@epc-champagne.com [\[or](#) contact@aurose-provence.com]; or failing that by post, by registered letter with acknowledgement of receipt sent to the following address: Grinclair SAS, 18, deuxième avenue, 60260 Lamorlaye.

WITHDRAWAL FORM

For the attention of: GRINCLAIR SAS
Supplier's telephone number: +33 9 81 08 47 25
Supplier's e-mail address: commande@epc-champagne.com [\[or](#) [\(contact@aurose-provence.com\)](mailto:(contact@aurose-provence.com))].
I hereby notify you of my withdrawal from the order for the sale of the Product(s) listed below: _____
Product(s) reference: _____
Order number: _____
Product(s) ordered on _____ **/received on** _____
Payment method used: _____
Name of the Customer and, if applicable, of the beneficiary of the order: _____
Customer address: _____
Delivery address: _____
Customer's signature (except if sent by e-mail) : _____
Date : _____

In accordance with Article L. 221-23 of the French Consumer Code, the Customer shall return the Products to the Supplier no later than fourteen (14) days after exercising their right of withdrawal and to the following address: G.d. Laser, ZI du Petit Crachis, 45210 Ferrières-en-Gâtinais.

The Customer shall bear the direct costs of returning the Products. The Products must be returned in their original condition and include all the accessories delivered.

In accordance with Article L. 221-24 of the French Consumer Code, the Supplier will reimburse the Customer for all sums paid, including delivery costs (with the exception of any additional costs arising from the Customer's choice of a delivery method other than the standard delivery method offered by the Supplier) without undue delay and, in any event, no later than fourteen (14) days from the date on which the Supplier receives the returned Product. The Supplier will make the refund using the same method of payment as that used by the Customer to purchase the Products, unless the Customer

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expressly agrees to a different method. In any event, this refund will not incur any costs for the Customer.

In the event of a partial return of the order, the Supplier will not reimburse the delivery costs associated with this order.

The right of withdrawal may not give rise to the payment of any compensation or penalty whatsoever.

The Customer may be held liable in the event of depreciation of the returned Product resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of the Product.

Products personalised in application of Article 2.2 may not benefit from the right of withdrawal.

Article 8: FORCE MAJEURE

Neither of the Parties will be liable for the non-performance or late performance of its obligations under these GTCS if such non-performance or late performance is due to an event of force majeure, i.e. an irresistible event which could not reasonably have been foreseen when the contract was concluded.

The following in particular are deemed to be cases of force majeure: any fire or destruction affecting all or part of the Supplier's installations and means of production, storage and marketing; any pandemic giving rise to the imposition of restrictions by the authorities; any shortage of raw materials or services required to fulfil orders; any unforeseeable shortage of suppliers and/or other companies on which the Supplier's business depends; any unforeseeable transport malfunction.

In such circumstances, the Party that is the victim of the force majeure event will notify the other Party by any means, orally and/or in writing, in particular by e-mail, as soon as possible and at the latest within eight (8) days of becoming aware of the event. If the event of force majeure continues for more than two (2) months after the other Party becomes aware of this event, either Party may request the automatic cancellation of the orders in progress, without the Customer being able to obtain any compensation on any grounds whatsoever from the Supplier.

Article 9: LIABILITY OF THE SUPPLIER

The Supplier may not be held liable for any damage whatsoever in the event that the Customer modifies the Products or their original packaging.

Article 10: INTELLECTUAL PROPERTY

The intellectual property rights attached to the Products, including trademarks, patents, domain names, designs and models, copyrights, images, videos and texts remain the exclusive property of the Supplier. No licence of use is granted to the Customer when the Products are sold.

The Customer may not use the Supplier's trademarks, patents, domain names, designs and models, copyrights, images, videos and texts.

The Customer shall inform the Supplier without delay by e-mail, confirmed by registered letter with acknowledgement of receipt, of any legal action brought against the Supplier with regard to intellectual or industrial property rights concerning the Products. The Customer shall not take any action in connection with such action without first informing the Supplier.

Any Customer who becomes aware of an infringement of any intellectual or industrial property right of the Supplier's trademarks or of which the Supplier is a licensee must inform the Supplier immediately by e-mail, confirmed by registered letter with acknowledgement of receipt.

Article 11: PROTECTION OF PERSONAL DATA

The Supplier shall ensure that all processing of personal data (hereinafter, "Personal Data") that the Supplier implements complies with the provisions of Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter "GDPR") as well as the provisions of Law No. 78-17 of 6 January 1978 on data processing, data files and individual liberties, as amended.

Legal basis and purposes of Personal Data processing

Legal basis	Purpose
Conclusion and performance of the sales contract with the Customer	Customer order management, order delivery and payment
Compliance with the Supplier's legal and regulatory obligations	Compliance with the Supplier's legal obligations in the social and fiscal fields
Legitimate interest of the Supplier	Manage and improve the Supplier's relationship with the Customer; Production of sales statistics To exercise, defend and safeguard the Supplier's rights, for example in the event of disputes, and to provide evidence of any infringement of its rights.

To meet the purposes set out above, the Supplier may collect the following Personal Data in particular: surname; first name; email address; telephone number; postal address; purchase history.

Recipients of Personal Data

The recipients of Personal Data are, in particular, the persons within Grinclair SAS in charge of the IT, administrative, marketing, customer relations and prospecting departments, or service providers in connection, for example, with the management of the transport and delivery of orders or any other task delegated by the Supplier to an outside company.

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The Supplier may transfer some of the Personal Data to third parties by virtue of a contractual or legal obligation or if justified by a legitimate interest.

The Supplier shall keep the Personal Data for a period of three (3) years from the date of their communication. At the end of this period, the Personal Data will be destroyed. By way of exception, at the end of this period, certain Personal Data may be subject to intermediate archiving in order to comply with the legal, accounting and tax obligations incumbent on the Supplier, such as, for example, the obligation to retain invoices for a period of ten (10) years pursuant to Article L.123-22 of the French Commercial Code.

The persons concerned can exert, at any time, in accordance with the conditions laid down in the aforementioned texts :

- (i) a right of access to their Personal Data and a right to have it corrected or supplemented;
- (ii) the right to erasure or restriction of the processing of your personal data, or the right to object to the processing of your personal data;
- (iii) where the processing is based on their consent, the right to withdraw that consent at any time;
- (iv) the right to portability of Personal Data;
- (v) the right to define general or specific directives concerning the *post-mortem* fate of their Personal Data;
- (vi) the right to lodge a complaint with the competent supervisory authority, in this case the Commission Nationale de l'Informatique et des Libertés.

Requests (i) to (v) above must be sent to the Supplier by post to the following address: 97 rue Anatole France, Levallois Perret (92300), or by e-mail to the following address: commande@epc-champagne.com.

The request must specify the surname, first name, postal address and e-mail address of the person concerned; a copy of an identity document bearing his or her signature must be attached to the request.

Article 12: SEVERABILITY OF THE CONTRACT

If any provision of these GTCS is found to be unenforceable, the remaining provisions of the GTCS will remain in full force and effect. The invalid provision will be replaced by a valid provision that comes as close as possible to the intention of the invalid provision.

Article 13: NO WAIVER

The fact that the Supplier and the Customer do not avail themselves of one of the clauses of the GTCS at a given time shall not constitute a waiver of the right to avail themselves of the same clauses at a later date.

Article 14: APPLICABLE LAW AND SETTLEMENT OF DISPUTES

Unless otherwise agreed, the contractual relationship between the Supplier and the Customer, including these GTCS, shall be governed exclusively by French law.

In accordance with the provisions of article L. 612-1 of the Consumer Code, the Customer has the right to have recourse free of charge to a consumer mediator with a view to the amicable resolution of the dispute between him and the Supplier.

The Consumer Mediator may be contacted by the Customer for any consumer dispute which has not been settled amicably directly with the Supplier.