



Tonnelier depuis 1860

## **GENERAL TERMS AND CONDITIONS OF SALE**

*These General Terms and Conditions of Sale replace all previous versions of our Terms and Conditions of Sale and shall apply to all orders placed from 1st October 2025 onwards.*

### **A) GENERAL CLAUSE / APPLICATION & BINDING EFFECT**

1. The following provisions aim to define the professional general terms and conditions of sale of our company. Our General Terms and Conditions of Sale (G.T.C.S.) prevail over any purchase terms and conditions, unless expressly and formally waived by us.
2. These G.T.C.S. are communicated to each buyer at the time of the order. Consequently, placing an order constitutes the buyer's full and unconditional acceptance of our company's G.T.C.S.
3. The fact that the seller does not invoke any provision of these G.T.C.S. at a given time shall in no way be interpreted as a waiver of the right to enforce it later.

### **B) ORDERS**

4. Orders shall only be deemed final when confirmed in writing by the buyer. Once an order has been placed or confirmed in writing, no modification or cancellation by the buyer shall be accepted without the prior written consent of our company.
5. Upon receipt of the written order, our company will examine whether the order can be fulfilled in full, partially, or not at all. In the latter two cases, our company will inform the buyer of its inability to fully honor the order. This impossibility may result, in particular, from the lack of adequate stock or the discontinuation of certain ordered products.
6. In this regard, our company reserves the right to make, at any time and without prior notice, any modifications to its product ranges, including as regards the information presented in its catalogs or other commercial documents.
7. In any case, our company is only bound by orders subject to sending a written confirmation to the buyer. Our company's consent is conditional upon the application of these general terms, a material condition of its commitment.
8. Any deterioration in the buyer's credit may justify requiring security before executing received orders or prior payment upon delivery. Our company also reserves the right to cancel or refuse any order from a client with whom there is an ongoing dispute regarding payment of a previous order.

### **C) DELIVERIES**

9. Deliveries are made order by order or in grouped orders. However, our company reserves the right to make partial deliveries depending on product availability in stock.
10. The mode of transport is at our discretion, unless expressly agreed with the buyer for a specific transport method.
11. Delivery times are communicated to the buyer as accurately as possible, based on product availability and foreseeable transport conditions. Exceeding the indicative delivery times mentioned on order forms, which are only indicative, cannot give rise to compensation, deductions, late penalties, or cancellation of the order, in whole or in part.
12. In the event that, with our agreement, shipment of our products is delayed at the buyer's request, the products will be stored and insured at the buyer's expense and risk.
13. In the event of force majeure (war, fire, strikes, riots, natural disasters, floods, epidemics, etc.), our company is released from all liability and shall not be liable for any compensation for total or partial non-performance of its obligations.

### **D) RECEIPT & WARRANTIES**

14. As our goods are carefully checked and packaged before shipment, it is the recipient's responsibility to make all reservations with the carrier in case of damage, defects, shortages, etc., under the conditions of Article L.133-3 of the French Commercial Code.
15. If the buyer expressly chooses not to receive packaging, they acknowledge and accept that this choice implies a risk of damage to the products during transport. In this case, the buyer assumes full responsibility for any damage or deterioration that the packaging would have prevented.
16. Claims regarding apparent defects or non-conformity of the delivered product compared to the ordered product must be submitted in writing to our company within 72 hours of receipt of the products to be considered.
17. If the buyer wishes the products to be returned, they must send prior written notice to our company by registered letter within a maximum of 72 hours of receipt of the products. This return request must detail the nature of the goods, quantities involved, and the reason for the return. No return will be accepted without prior written authorization from our company.
18. If, upon notification, the return is authorized, the products must be reshipped to our company in their original packaging to be taken into account.
19. Provided the return is justified, it will be at our company's expense.

**TONNELLERIE D'AQUITAINE - Tonnelier depuis 1860**

RCS 42987833300047 - S.A.S. au capital de 40 000€ - N° TVA Intracommunautaire FR29429878333

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20. Due to the very nature of our products and the requirements of their manufacturing, the capacities, dimensions, and weights indicated in the quotes are given for information only and cannot under any circumstances be the subject of a claim, unless formally, written, and previously agreed upon by both parties.
21. All our products are guaranteed for TWELVE (12) months in the event of hidden defects and/or malfunction. This warranty takes effect in all cases from the availability of the products and is subject to correct use in accordance with standard practices.  
This period may be extended up to EIGHTEEN (18) months if the buyer has carried out a single aging process exceeding one (1) year.  
This warranty ceases in all cases if the products are transferred by the buyer to a third party.
22. Our company's warranty obligation, whether for apparent or hidden defects, is strictly limited to the repair or replacement, at our company's discretion, of the product concerned. This warranty excludes compensation for any other damage, including indirect losses.
23. a) If delivered products require repair, the nature and extent of the repair work will be the responsibility of our company, which will make every effort to carry it out itself or by a repairer it designates to perform the repairs on its behalf.  
b) If delivered products require replacement, products identical to those ordered will normally be sent to the buyer, but our company reserves the right to provide equivalent or similar products (particularly if the originally delivered products are no longer available or manufactured).  
c) If any repair or replacement is impossible, the buyer will be refunded.
24. Such replacement or repair will not extend the 12-month warranty period.
25. Loss of liquid cannot under any circumstances give rise to a claim for damages or justify the replacement of barrels.

#### **E) – RETENTION OF TITLE**

26. Our company retains ownership of the sold goods until full payment of the price, including principal and accessories, even in the event of bankruptcy proceedings against the buyer. Failure to pay any installment shall render all amounts immediately due and may result in the repossession of the goods.
27. These provisions do not prevent the transfer to the buyer of the risk of loss or damage to the sold goods and any resulting damage. In the event of product loss, ownership transfers to the insurance indemnity subrogated to the product.
28. The buyer undertakes to inform its clients that this retention of title clause gives our company the right to reclaim delivered products or their price from them.
29. It is agreed that our company may exercise the rights under this retention of title clause over all identical or similar products in the buyer's possession, which shall be deemed related to unpaid invoices. Our company may reclaim these products in respect of unpaid invoices without prejudice to its right to enforce cancellation of ongoing sales by sending a registered letter with acknowledgment of receipt.
30. In the event of total or partial non-payment at the due date, the products may be repossessed at any time, without prior notice, at the buyer's expense by our company in case of non-performance by the buyer, without prejudice to the payment of all damages to our company. Our company and/or its carrier is therefore authorized to enter the buyer's premises to remove the products covered by the retention of title clause.
31. If the retention of title clause is enforced, the return costs and any payments already made by the buyer shall be retained by our company as a penalty clause.

#### **F) – PRICE – PAYMENT TERMS – PENALTIES**

32. Prices are quoted excluding taxes, their nature and amount are those listed in the price-list in force at the time of the order.
33. In this regard, the unit price schedule and discount conditions communicated by our company to the buyer are an integral part of these general terms and conditions.
34. Unless otherwise stipulated, our invoices are payable according to the payment method agreed upon at the order, i.e., within 30 days from the date of issuance of the corresponding invoice.
35. Failure to pay or simple late payment of our goods for any due date shall render all remaining amounts immediately due (even if bills of exchange have been issued). These amounts will be subject to late payment penalties at a minimum rate of 3 times the legal interest rate. Late payment penalties are automatically due after the due date.
36. Furthermore, as a penalty clause and without prejudice to any other damages, the buyer shall automatically owe our company a sum equivalent to 15% of the remaining amount due, as well as all costs incurred to recover withheld payment.
37. In accordance with Article L.441-10 of the French Commercial Code, a fixed compensation for recovery costs, amounting to FORTY (40) Euros, shall be automatically due without prior notification to the buyer in case of late payment. Our company reserves the right to claim additional compensation if the actual recovery costs exceed this amount, upon presentation of supporting documents.
38. Moreover, following a payment incident, our company reserves the right to modify all previously granted payment conditions, suspend all ongoing orders, without prejudice to any other recourse, and without any compensation to the buyer.

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39. In case of assignment of the contract by the buyer to a third-party financier, subject to our express prior agreement, all stipulations regarding the order's payment terms will automatically apply to the assignee, who waives the benefit of discussion and division and agrees to become jointly liable to our company, without being able to require our company to claim against the original buyer for any part of the price. Our company retains the right to seek full payment from the buyer in case of non-payment, the buyer remaining jointly liable with the assignee without benefit of discussion or division.

**G) – WARNING CLAUSE – IMPORTS TO AUSTRALIA**

40. As of September 1, 2018, the Australian Department of Agriculture has implemented a new phytosanitary regulation requiring heat treatment of wooden products imported into Australia by approved providers.
41. The heat treatment imposed by Australian authorities is not part of the traditional manufacturing processes used for the Seller's products, is beyond its operational control, and to date, no impact studies exist regarding the possible effects of the treatment on the conformity, characteristics, and intended use of the products.
42. Consequently, the Buyer gives, in advance, in its own name, for its account, and at its own risk, express authorization to the Seller to entrust the products to an approved provider for the required treatment.

**H) – JURISDICTION CLAUSE**

43. The parties agree to make every effort to amicably resolve any disputes arising from the interpretation, performance, or termination of their commercial relations in compliance with applicable legal provisions.
44. If any dispute of any kind, or any disagreement particularly concerning the interpretation or performance of these General Terms and Conditions of Sale, cannot be resolved amicably, the Commercial Court of our company's registered office shall have exclusive jurisdiction.
45. This clause applies even in the case of incidental claims, multiple defendants, or third-party claims, and regardless of the mode and method of payment.
46. Should any provision of these G.T.C.S. be annulled or invalidated in any way, the parties agree to replace it with the closest possible provision. All other provisions shall remain in force.

**J) – APPLICABLE LAW**

47. Orders and deliveries made in accordance with these G.T.C.S. are governed exclusively by French law. In the event of translation into one or more languages, only the French text shall prevail in case of dispute.

**K) – PROCESSING OF PERSONAL DATA**

48. In accordance with European Regulation No. 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR"), our company will maintain the strictest confidentiality of personal data communicated by the buyer during the sale of products and will process it in compliance with the regulation.
49. Personal data transmitted by the buyer will be processed electronically and may be used by our company for the execution, management, monitoring, preparation, and shipment of orders, invoicing, accounting, and collection. The data are collected pursuant to Article 6.1 b) of the GDPR.
50. Personal data are intended exclusively for our company. Access to personal data is strictly limited to our employees authorized to process it due to their duties.
51. This data is retained for the duration of the commercial relationship between our company and the buyer. It may also be kept for a longer period to comply with a legal or regulatory obligation or to assert a right, for as long as required to fulfill the prescription period of the relevant law.
52. In accordance with applicable law, the data subject has the right of access, rectification, erasure, portability, restriction of processing, and/or deletion of data concerning them. They also have the right to object to processing for legitimate reasons, to object to their personal data being used for marketing, to withdraw consent, and to lodge a complaint with the French Data Protection Authority (CNIL).  
These rights can be exercised by contacting our company at the following email address: [contact@daquitaine.fr](mailto:contact@daquitaine.fr)
53. The data subject may give general or specific instructions to a trusted third party certified by the CNIL or to our company regarding the retention, deletion, and communication of their personal data after death. They may designate a person responsible for executing these instructions and modify them at any time.  
In the absence of such directives, the buyer's heirs may exercise certain rights, particularly the right of access.