



**GAUTHIER FRERES**  
Merandier - Tonnelier

# GENERAL SALES TERMS AND CONDITIONS

## GENERAL

**ART. 1.** The aim of the following provisions is to define the general professional terms and conditions of sale and services governing the industrial and commercial practices of French coopers in general and of the company TONNELLERIE GAUTHIER FRERES in particular.

**ART. 2.** The general terms and conditions of sale are binding, and should be strictly observed. They are therefore considered as being formally accepted by the Purchaser upon placing an order with the Seller, notwithstanding its own purchasing terms and conditions.

## STUDIES AND PROJECTS

**ART. 3.** Any studies, designs, projects and other documents supplied remain the property of TONNELLERIE GAUTHIER FRERES. They should be returned to the Company upon simple request. They should not be used, either in part or in whole, in any form whatsoever without prior written consent by TONNELLERIE GAUTHIER FRERES.

**ART. 4.** Information set out in the catalogue is given only as an indication. In no circumstance should it be substituted for the order confirmations.

**ART. 5.** In the case of fixed equipment, the Purchaser will be supplied, upon request, once the order has been placed, with the drawings and instructions for setting up the equipment or preparing the foundations. The Purchaser will be responsible for carrying out the necessary studies with regard to resistance. The foundation elements are provided only as an indication. Work on the foundations is always carried out under the full responsibility of the Purchaser and should take into account local conditions.

## CONTRACT AND WARRANTIES

**ART. 6.** Orders are only valid once written confirmation has been received from TONNELLERIE GAUTHIER FRERES.

**ART. 7.** Our supplies only include the equipment and/or services specified in our estimate and in our order confirmations.

**ART. 8.** Because of the particular nature of our products and their production requirements, the indicated volumes, dimensions and weights are approximate and in no circumstance can they be subject to complaint, unless expressly agreed upon in writing by the two parties.

## ART. 9.

- All our products and services (relating to new equipment) are guaranteed for a period of one (1) year as from the date the equipment is made available and providing that it is used correctly. This warranty covers solely our supplies, which in the event of malfunction, are repaired or replaced if necessary.
- No warranty can be invoked when the defect concerns equipment supplied beforehand by the Purchaser.

## ART. 10.

Under the claim of the warranty, the Seller will replace faulty items free of charge. This warranty covers labor charges and transport on the site. Replacement of items does not extend the period of one year mentioned in article 9.

**ART. 11.** Our products are approved upon leaving our workshops. No dispute will be accepted once this approval has been given.

## PRICES

**ART. 12.** Prices are FOB or ex works on the tariff applicable on the date the order is placed. Discounts or rebates may be granted to the Purchaser depending on the quantities ordered.

## PAYMENT TERMS

### ART. 13.

- Our invoices are to be settled within a maximum period of thirty (30) days as from date of invoice, unless there is an agreement on a different period mentioned on the invoice.
- No discount is granted in the case of advanced payment.
- In accordance with the provisions of law n° 92-1442 of 31 December 1992 (modified), in the case of overdue payment of all or part of the sum due, the customer

is bound to pay interest calculated month by month on the basis of interest equal to 3 times the statutory interest rate, without prior formal notice. A flat rate compensation of forty (40) euros to cover costs will be due. (Art. L. 441-6).

- Failure to pay an invoice by the required date will entail by rights the acceleration of payment of any other sums due.
- Should the customer wish to transfer its order to a financial body, he must obtain the prior agreement of TONNELLERIE GAUTHIER FRERES for him to assign his status in the sales contract to a third party. The assigning of the sales contract should then be formalized between the customer, the third party and TONNELLERIE GAUTHIER FRERES on the sales contract or any other document. The fact that the contract has been assigned to a third party does not free the customer from any future obligations: he remains jointly liable, with the third party, in respect of the performance of the contract. As from the date of the assignment, the sales contract, which has been assigned according to the above mentioned terms, comes into force between TONNELLERIE GAUTHIER FRERES and the third party. This third party is then under the obligation to strictly comply with the terms and conditions agreed between the seller and the customer, including, in particular, the agreed payment terms.

## DELIVERIES

### ART. 14.

- Whatever the destination of the equipment and the sales terms, delivery of goods will be considered as being effective in the premises of TONNELLERIE GAUTHIER FRERES through the handing over of the goods either direct to the Purchaser or to any other person, transporter or dispatcher designated by the Purchaser. Should TONNELLERIE GAUTHIER FRERES organize all or part of the transport or include the cost of transport in its sales prices, this has no effect on the above mentioned terms.
- Goods travel at the purchaser's own risks, and the purchaser should check or have checked at the time of delivery the state and quantity of the delivered goods, in accordance with article 105 of the code of commerce and, if necessary, take action against the transporter (including the transporter chosen by TONNELLERIE GAUTHIER FRERES) in the case of loss or damage occurred during the loading or transport.

**ART. 15.** Should the purchaser request that the dispatch of the goods be postponed, and this be agreed by the seller, the goods will be stored and insured at the risk and expense of the purchaser.

The request for the postponement of the dispatch does not however affect the due date stated on the invoice.

**ART. 16.** Delivery lead times are given as indication only and cannot result in cancellation of orders or damages in the case of delay. TONNELLERIE GAUTHIER FRERES cannot be held responsible for non-delivery in the case of force majeure, such as fire, flooding, strike or any other event beyond our control leading to the lowering or stop in production.

## RETENTION OF OWNERSHIP

### ART. 17.

- TONNELLERIE GAUTHIER FRERES retains ownership of the goods sold until full payment has been made for the main items and accessories. Failure to pay for any due amounts can result in reclaiming of goods.
- These provisions do not prevent the transfer as from time of delivery of risks of loss or deterioration of the goods sold to the purchaser. The purchaser therefore undertakes to insure the goods against all risks and damages for a sum equal to their total value.

## OTHER PROVISIONS

**ART. 18.** TONNELLERIE GAUTHIER FRERES will be entitled to refuse any orders or deliveries without prior notice should the purchaser find itself in a position of receivership, liquidation or bankruptcy or in the case of payment deadlines not being met.

**ART. 19.** These general sales terms and conditions are governed by French law. The language applicable to this contract is French and the French text will prevail over any translation.

**ART. 20.** In the case of a dispute regarding the interpretation or application of the provisions of this contract, the only competent authority will be the Tribunal de Commerce de Bourges, even in the case of the introduction of third parties and proceedings involving several defendants.

## **TONNELLERIE GAUTHIER FRERES**

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