



# CHÂTEAU LES MANGONS

SAS D&C ASSOCIATES

N°3 Les Mangons - 33220 Pineuilh  
France

+33 (0) 5 57 46 17 27

[info@chateaulesmangons.com](mailto:info@chateaulesmangons.com)

[www.chateaulesmangons.com](http://www.chateaulesmangons.com)

## TERMS OF SALES

English Version

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## **PREAMBLE**

These General Terms and Conditions of Sale (GTCS) apply, without restriction or reservation, to all sales concluded by "D&C ASSOCIATES," a company registered with the Commercial and Companies Registry of LIBOURNE under number 949 652 085. They aim to govern the contractual relations between the company and its customers within the scope of its commercial activity. These general terms and conditions of sale apply to products sold by D&C ASSOCIATES, under a brand or trade name owned by it or under its disposal, as of February 1st, 2023. The customer is required to acquaint themselves with these general terms and conditions of sale before placing any order. The choice and purchase of wine are solely the responsibility of the customer. The photographs and graphics presented are not contractual and do not engage the seller's liability. The customer is required to refer to the description of each product to understand its properties and essential characteristics. Product offers are subject to availability, as specified when placing the order. These general terms and conditions of sale apply to the exclusion of any other conditions, particularly those applicable to sales in stores or through other distribution and marketing channels. The customer acknowledges having read and accepted these General Terms and Conditions of Sale. D&C ASSOCIATES reserves the right to modify its GTCS, products, and prices at any time and without prior notice. These modifications will not affect ongoing orders. The General Terms and Conditions of Sale are available at any time upon request by the customer. The sale of alcohol is prohibited to minors.

## **1. ORDER AND ACCEPTANCE**

- All orders must be placed in writing, by purchase order, by email, or via an approved online platform.
- D&C ASSOCIATES reserves the right to accept or refuse an order.
- D&C ASSOCIATES reserves the right not to record a payment and not to confirm an order for any reason whatsoever, particularly in the event of supply problems or difficulties regarding the received order.

## **2. PRODUCT CHARACTERISTICS**

In accordance with the Consumer Code, the characteristics of the products are available in D&C ASSOCIATES catalog or upon direct request to the company. D&C ASSOCIATES declares in good faith the quality of its products and ensures the absence of hidden defects in them. All products supplied by D&C ASSOCIATES benefit from the legal warranty provided for in Articles 1641 and following of the Civil Code.

### **3. PRICE AND PAYMENT**

- The prices of the goods sold are stated in euros and determined excluding taxes ex-works. Consequently, they will be increased by the applicable VAT rate.
  - D&C ASSOCIATES reserves the right to modify its prices at any time by notification in the form of a registered letter with acknowledgment of receipt, taking into account the increase in production costs of raw materials and the rise in energy costs.
  - The total payment of the invoice must be made promptly unless special conditions and a specific timeframe are granted to the customer, and corresponds to the total amount of the purchase including ancillary charges. Payments made by the customer shall only be considered final upon effective receipt by D&C ASSOCIATES of the sums due.
  - D&C ASSOCIATES shall not be obliged to deliver the products ordered by the customer if the latter does not pay the full price under the aforementioned conditions.
  - Late or default payment upon invoice due date will result in the automatic application of penalties at the European Central Bank's key interest rate plus 10% per day of exceeding the due date, and a flat-rate indemnity of €40 for collection costs may be applied. If the collection costs incurred exceed the amount of this flat-rate indemnity, D&C ASSOCIATES may request additional compensation from the customer, with justification.
- Such default may also result (at D&C ASSOCIATES' discretion) in the immediate demand for payment of any outstanding amounts, regardless of the scheduled payment method, and the suspension of ongoing deliveries or pickups, pending the full payment regularization of principal, expenses, and accessories. D&C ASSOCIATES may also demand the return of unpaid goods at the expense and risk of the customer, which return must occur within forty-eight (48) hours following the date of request.

### **4. DELIVERY AND TRANSFER OF OWNERSHIP**

The conditions below apply only to deliveries in Metropolitan France. For deliveries to Corsica, Overseas Departments and Territories, or abroad, please contact us at the following number: +33 5 57 46 17 27 or by email: [m.comps@chateaulsmangons.com](mailto:m.comps@chateaulsmangons.com). Deliveries are made subject to availability and in the order of receipt of orders. We advise you to group your purchases into a single order. We cannot combine two separate orders, and you will have to pay shipping costs for each of them.

- D&C ASSOCIATES reserves the right to make deliveries in full or in part.
- Wines are delivered to the address indicated by the buyer, unless otherwise specified.
- D&C ASSOCIATES will retain ownership of the goods sold until full payment of the price, both principal and ancillary expenses. Consequently, D&C ASSOCIATES reserves the right to claim full ownership of the goods sold, but not yet paid for, in the hands of the buyer without altering the buyer's responsibilities.
- The products travel under the responsibility of D&C ASSOCIATES according to the agreements concluded with its partners until the order is received by the customer.

However, the acquiring professional choosing their own carriers must bear the charges and insurance of the goods from the transfer of risks, automatically occurring upon delivery of the goods to the carrier.

- If the ordered products are delivered after the indicative delivery date, for any other reason of force majeure or due to the customer, the sale may be terminated at the written request of the customer under the conditions provided for in the Consumer Code: in the event of the professional's failure to fulfill its obligation to deliver the goods on the date or upon expiration of the period provided for in the first paragraph of article L. 216-1 or, failing that, at the latest thirty days after the conclusion of the contract, the consumer may terminate the contract by registered letter with acknowledgment of receipt or by a written communication on another durable medium, if, after having ordered, under the same terms, the professional to make the delivery or provide the service within a reasonable additional period, the latter has not complied within this period. The contract is considered terminated upon receipt by the professional of the letter or the written communication informing them of this termination, unless the professional has performed in the meantime. The consumer may immediately terminate the contract when the professional refuses to deliver the goods or provide the service or when it fails to fulfill its obligation to deliver the goods or provide the service on the date or upon expiration of the period provided for in the first paragraph of article L. 216-1 and this date or period constitutes an essential condition of the contract for the consumer. This essential condition results from the circumstances surrounding the conclusion of the contract or from an express request by the consumer before the conclusion of the contract. The amounts paid by the customer will then be refunded to them no later than fourteen days following the date of termination of the contract, excluding any compensation or withholding.

- D&C ASSOCIATES reserves the right not to record a payment and not to confirm an order for any reason whatsoever, particularly in the event of supply problems or difficulties regarding the received order.

- The delivery deadline varies depending on the customer's address. It is set, for an address in Metropolitan France, on the day of payment + 14 working days. In case of shipping delay, an email will be sent to inform you of any possible consequence on the delivery time that was indicated to you. In the event of delivery by a carrier, D&C ASSOCIATES cannot be held responsible for a delivery delay due to the unavailability of the customer after several appointment proposals.

- It is the customer's responsibility to check the conformity and integrity of the expected packages in the presence of the delivery driver. In case of missing items or damage, specific reservations (number and type of missing and/or broken bottles) must be made with the delivery driver. A report of breakage and/or missing items must be drawn up and signed by the delivery driver and the customer. The customer can refuse delivery if the product(s) are missing and/or damaged.

- The customer informs the supplier of the report of breakage and/or missing items as soon as possible by phone at 05 57 46 17 27 or by email: [m.comps@chatealesmangons.com](mailto:m.comps@chatealesmangons.com). This report must be transmitted to the seller within a maximum period of 48 hours upon receipt of the goods.

## **5. WARRANTY AND LIABILITY**

The products supplied by D&C ASSOCIATES benefit from the legal warranty against hidden defects resulting from a defect in material, design, or manufacture affecting the delivered products and rendering them unfit for use. D&C ASSOCIATES' liability cannot be incurred in the following cases:

- Non-compliance with the legislation of the country in which the products are delivered, which it is the customer's responsibility to verify.
- In case of misuse, storage, or mishandling by the customer,
- In case of force majeure resulting in delay or non-performance of its obligations. D&C ASSOCIATES' warranty is, in any case, limited to the replacement or refund of non-compliant products or products affected by a defect.

## **6. RIGHT TO RETRACT AND COMPLAINTS**

In accordance with the Consumer Code, the customer has 14 days to exercise their right of withdrawal from the receipt of their product.

- The customer is required to inspect the delivered products. They have a period of 14 days from the delivery date to file complaints via email to [m.comps@chatealesmangons.com](mailto:m.comps@chatealesmangons.com), accompanied by relevant evidence: detailed explanations, photos, (videos if necessary). After this period and failing to comply with these procedures, the products will be deemed to be in conformity and free from any apparent defects, and no claims will be validly accepted by D&C ASSOCIATES.
- D&C ASSOCIATES will reimburse or replace, at its expense and as soon as possible, the delivered products for which non-conformities or apparent or hidden defects have been duly proven by the customer in accordance with the conditions set out in these GTCS and following the Consumer Code.
- Any complaint regarding invoices must be received by D&C ASSOCIATES within 10 days from the date of issue of the invoice. Otherwise, no complaint will be admissible.
- Any claim regarding sums potentially owed by D&C ASSOCIATES under sales contracts (excluding invoices mentioned in the paragraph above) or commercial cooperation agreements between the parties must be notified by registered letter with acknowledgment of receipt no later than two months following the year for which the sum is claimed. After this period, no claims will be admissible.

## **7. INTELLECTUAL PROPERTY AND BRAND PROTECTION**

- The content of the website, contractual and informational documents, and graphics are the property of D&C ASSOCIATES and its partners, and are protected by French and international laws relating to intellectual property.
- D&C ASSOCIATES owns several trademarks that have been registered in French at the I.N.P.I and are protected by their renewal without limitation.
- Any reproduction, exploitation, redistribution, or total or partial use of the content of these trademarks without the prior written consent of D&C ASSOCIATES is strictly prohibited in France and internationally, may constitute an infringement, and may be brought before the competent courts.

## **8. APPLICABLE LAW AND LANGUAGE**

The domicile of D&C ASSOCIATES, these GTCS, and the operations arising from them are governed by and subject to French law. These GTCS are drafted in the French language. In the event of translation into one or more foreign languages, only the French text shall prevail in the event of a dispute. Any dispute between the parties regarding the interpretation, performance, or non-performance of these GTCS and any dispute that may arise between the parties in the course of their commercial relations shall be subject to the exclusive jurisdiction of the court at the registered office of D&C ASSOCIATES. The customer is informed that they may, in any case, resort to conventional mediation, notably with the Consumer Mediation Commission (in accordance with Article L 612-1 of the Consumer Code) or with existing sectoral mediation bodies, the references of which are available on the website [www.economie.gouv.fr](http://www.economie.gouv.fr), or to any alternative dispute resolution method (conciliation, for example) in case of contestation.

## **9. CONFIDENTIALITY AND PERSONAL DATA**

The personal information provided by the buyer will be processed in accordance with data protection laws. Information of any kind communicated by D&C ASSOCIATES to the customer and vice versa, during negotiations or the execution of commitments, as well as the provisions of concluded contracts, will be considered confidential information. During the term of their relationship and for 5 years after its termination, D&C ASSOCIATES and the customer undertake to consider the information strictly confidential and not to disclose it to any third party under any circumstances. However, the party benefiting from confidential information is authorized to transmit it to any supervisory, control, or judicial authority, entitled to demand the communication of confidential information due to its authority recognized by regulations.

- The collection and processing of personal data are under the responsibility of Mrs. Manuela COMPS. These data are collected for the processing and delivery of orders.
- Under no circumstances will this data be transmitted or sold to other websites, companies, or individuals.
- Unless the customer expresses their agreement, their personal data will not be used for advertising or marketing purposes (except for the newsletter, for which the customer is automatically subscribed for free and can request unsubscribing at any time).
- D&C ASSOCIATES will retain the collected data for a period of 5 years, covering the statute of limitations for applicable contractual civil liability.
- D&C ASSOCIATES implements organizational, technical, software, and physical measures to maximize the protection of personal data against alterations, destruction, and unauthorized access. However, it should be noted that the Internet is not a completely secure environment, and D&C ASSOCIATES cannot guarantee the security of transmission or storage of information on the Internet.
- In accordance with the applicable regulations on personal data, customers and users of the site have the following rights at any time:
  - Update and delete the data concerning them by writing to Mrs. Manuela COMPS: [m.comps@chateaulsmangons.com](mailto:m.comps@chateaulsmangons.com)
  - Delete their account by writing to Mrs. Manuela COMPS: [m.comps@chateaulsmangons.com](mailto:m.comps@chateaulsmangons.com)
  - Exercise their right of access to know the personal data concerning them by writing to Mrs. Manuela COMPS: [m.comps@chateaulsmangons.com](mailto:m.comps@chateaulsmangons.com)
  - Object to the processing of their data
- The data controller must respond within a maximum period of one month following the customer's request.

Any refusal by the data controller must be justified. The customer is informed that in case of refusal, they may lodge a complaint with the CNIL (Commission Nationale de l'Informatique et des Libertés, Complaints Department - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07) or bring legal action.

The personal data collected are as follows:

- Customer's name and surname
- Customer's age
- Customer's postal address
- Customer's phone number
- Customer's email address