

GENERAL TERMS AND CONDITIONS OF SALE

1- SCOPE AND ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale (hereinafter referred to as the "T&Cs") are applicable to purchases made by any professional customer (hereinafter referred to as the "Customer") from LA PASSION DES TERROIRS, a single-member simplified joint-stock company with a capital of 6,298,500 euros, registered with the Bordeaux Trade and Companies Register under number 521 387 258, whose registered office is Rond-Point des Vendangeurs – D1 – Winery – 33460 ARSAC (hereinafter referred to as "LA PASSION DES TERROIRS").

In accordance with Article L.441-1 of the French Commercial Code, these T&Cs constitute the sole basis for commercial negotiations.

The fact of placing an order implies the buyer's full and unreserved acceptance of the general terms and conditions of sale, to the exclusion of all other documents such as prospectuses, catalogues, issued by the seller and which have only an indicative value. All contracts between the parties are subject to these terms and conditions, with the Client waiving its own terms and conditions, even if they stipulate otherwise and/or are brought to the attention of LA PASSION DES TERROIRS. Derogations are only binding on LA PASSION DES TERROIRS if it has accepted them in writing.

In accordance with Article L.441-4 of the French Commercial Code, the Distributor Client is required to respond to these general terms and conditions of sale, within a maximum period of one (1) month, in order to notify the seller of his refusal, acceptance or each of the stipulations that he wishes to submit to negotiation.

In order to facilitate subsequent exchanges, the Distributor Client must explain and detail the reasons for rejection of each stipulation that he wishes to discuss. The Distributor Customer shall send LA PASSION DES TERROIRS within the same period its annual agreement as well as all the contractual documentation related to the commercial relationship with LA PASSION DES TERROIRS which must bear witness to the result of the negotiations between the parties, on the basis of these T&Cs.

In the absence of a response from LA PASSION DES TERROIRS or if no written formalisation has been finalised between LA PASSION DES TERROIRS and the Client on any special terms and conditions of sale, these T&Cs will apply in full and will be fully enforceable against the Client.

In the event of a discrepancy between the T&Cs, on the one hand, and an order acknowledgement, a price offer, a pro-forma invoice, a purchase order or a contract accepted by both parties, on the other hand, the terms of the latter shall prevail over those of the T&Cs. Price offers, order confirmations and pro-forma invoices issued by LA PASSION DES TERROIRS are firm – and not accepted or confirmed by the Client – for the duration they mention. In the absence of a period mentioned, they are deemed to be valid for a period of thirty (30) days.

No reservation requested by the Client is validly enforceable against LA PASSION DES TERROIRS in the absence of acceptance by LA PASSION DES TERROIRS of an order and payment by the Client of the agreed deposits or confirmation by the Client of a price offer or a pro-forma invoice issued by LA PASSION DES TERROIRS.

The fact that LA PASSION DES TERROIRS does not avail itself at a given time of any of the stipulations of the T&Cs cannot be interpreted as a waiver by LA PASSION DES TERROIRS to subsequently avail itself of the said terms or provisions.

If one of the clauses of the T&Cs is found to be void or cancelled for any reason whatsoever, the other clauses will not be affected and the parties will negotiate in good faith to modify the cancelled clause.

LA PASSION DES TERROIRS may at any time delete or modify the Products it offers for sale.

LA PASSION DES TERROIRS reserves the right to modify the T&Cs at any time. In the event of a change to the T&Cs, the applicable T&Cs are those in force on the date of the order, a copy of which has been given to the Client.

2- ORDER

Any order from the Client must be the subject of a written document and be sent to LA PASSION DES TERROIRS by post, email or fax, by EDI or by instant messaging when the parties have agreed in advance. It must include all the information required to enable LA PASSION DES TERROIRS to analyse the said order, and in particular: the Customer's contact details, references, quantities and prices of the Wines ordered.

LA PASSION DES TERROIRS reserves the right to suspend or cease any range of wines, without the Customer being able to claim any compensation.

The Wines are only offered for sale subject to their availability, which LA PASSION DES TERROIRS reserves the right to confirm or deny only from the receipt of the Customer's order.

LA PASSION DES TERROIRS undertakes in any case to execute orders placed prior to the suspension, cessation or notification of the unavailability of the range concerned.

Any order is only valid after confirmation by LA PASSION DES TERROIRS materialized by sending the Customer a written document emanating from LA PASSION DES TERROIRS and indicating the terms of the order as it accepts it. The acceptance of the order may also result from the making available of the Wines to the cellars of LA PASSION DES TERROIRS or in any warehouses that LA PASSION DES TERROIRS may designate or in their shipment to the address agreed between the parties.

LA PASSION DES TERROIRS may refuse any order that it considers to be for too large quantities, and/or that it provides for a delivery time that is too short and/or that the Client does not present sufficient guarantees of solvency. The acceptance by LA PASSION DES TERROIRS of an order may, in fact, be subject to the provision of guarantees by the Customer or by the cash payment of the price of the Wines at the time of the order or on the date of their making available to the Customer.

When LA PASSION DES TERROIRS has made the processing of an order subject to the prior payment of deposits, any order, even if confirmed by LA PASSION DES TERROIRS, is not binding on LA PASSION DES TERROIRS and only becomes firm and definitive after receipt by LA PASSION DES TERROIRS of the deposits agreed upon and stipulated on LA PASSION DES TERROIRS's order confirmation or on the pro-forma invoice issued by LA PASSION DES TERROIRS.

Any modification by the Client of a firm and definitive order is subject to the prior written acceptance of LA PASSION DES TERROIRS and can, in any event, only be taken into account if it has been received by LA PASSION DES TERROIRS before the delivery of the Wines and the payment by LA PASSION DES TERROIRS of the agreed deposits.

Except in cases of force majeure, no order may be cancelled in whole or in part, or more generally modified, by the Client as of the date on which LA PASSION DES TERROIRS has confirmed this by sending its order confirmation or its pro-forma invoice.

The benefit of the order is personal to the Client and cannot be transferred without the prior written consent of the seller.

3- APPROVAL

The wines we sell are sold approved or deemed approved from our cellars.

4- DELIVERY – DELIVERY

4.1 Unless otherwise stipulated, sales are concluded ex the warehouses of LA PASSION DES TERROIRS and are subject to the CCI Exworks Incoterm

(2020 version). The delivery of the wines is therefore made to the cellars or warehouses of LA PASSION DES TERROIRS or its service provider, either by simple notice of availability, or by delivery to the customer or his carrier.

Consequently, the Client is responsible for the transport, which is carried out at the Client's expense and risk, except in cases where the transport is organised by La Passion des Terroirs.

The Customer or the carrier designated for this purpose by the Customer must take possession of the Wines ordered at the agreed place, date and time.

The Customer is required to remove the wines as they are made available after packaging.

Any voluntary assistance granted by LA PASSION DES TERROIRS in the handling of the land can in no way engage its responsibility.

The Client must, prior to any delivery, take all measures to allow this operation to be carried out in complete safety and more generally ensure that these operations are carried out in an optimal manner and in strict compliance with the terms and conditions specified for this purpose by LA PASSION DES TERROIRS.

The Customer must inform – if he does not collect the order directly, for each order – LA PASSION DES TERROIRS of the name of the carrier to whom the Wines subject to the order must be entrusted on their date of availability.

From the date of delivery as defined above, the Wines that are the subject of the order are in the custody of the Customer, who bears the full risk of loss and, more generally, the damage that the said Wines may suffer or cause, for any cause and for any reason whatsoever.

In particular, it follows that the Wines that are the subject of the order always travel at the risk and peril of the Customer, who is responsible, upon delivery of the wines by the carrier, in the event of damage, loss or shortage, to make all necessary observations and to confirm his reservations by registered letter with acknowledgement of receipt within three (3) days, not including public holidays, which follow the delivery of the wines.

Deliveries are only made on a first-come, first-served basis, subject to any specific supply agreement.

In the event of the unavailability of one or more wines, LA PASSION DES TERROIRS will notify the Customer as soon as possible and LA PASSION DES TERROIRS is authorised to make partial deliveries.

LA PASSION DES TERROIRS does not make any deliveries on weekends and public holidays.

For en primeur sales, the wines can only be made available in the cellars of LA PASSION DES TERROIRS for retraita at best, for a vintage N, from 1 October N+1 for white wines and from 1 October of year N+2 for red wines. It is the Customer's responsibility, during the 60 days preceding this date, to inform LA PASSION DES TERROIRS of the exact date on which he intends to take possession or be delivered of the wines, in accordance with the terms and conditions defined in the sales contract. In any event, as of 30 June of year N+3, the Client will be liable for the storage costs under the conditions defined in Article 4.2.

4.2 If, within ten (10) working days from the date of availability of the wines (primeur or deliverable orders), the Client has not made the withdrawal, LA PASSION DES TERROIRS reserves the right to give the latter formal notice by email to do so within ten (10) working days. In the absence of withdrawal by the Client at the end of this period of formal notice, LA PASSION DES TERROIRS will have the right to unilaterally pronounce the cancellation of the sale to the exclusive fault of the Client.

Any delay in retrieval attributable to the Client obliges LA PASSION DES TERROIRS to proceed with the storage of the Wines – unless the order is

cancelled by LA PASSION DES TERROIRS under the aforementioned conditions – and to incur storage costs.

The Client will therefore be liable to LA PASSION DES TERROIRS for the price of this storage service, which will be invoiced to him at the rate of €0.25 excl. VAT per month and per 75 cl neck (and therefore €1 excl. VAT per month and per 150 cl magnum, etc.) in addition to a lump sum of €150 excl. VAT per order that is late for collection as administrative follow-up costs.

Any failure by the Client to pay the storage costs of the Wines invoiced by LA PASSION DES TERROIRS will entail an immediate obligation to withdraw the Wines by the Client, and the exigibility, on the storage invoices, of the penalties and indemnities stipulated in Article 6.3 of the T&Cs, without the need for any prior formal notice.

The Wines will only be given to the customer after full payment of the storage fees invoiced by La Passion des Terroirs.

4.3 Unless otherwise agreed that delivery times are mandatory, the delivery times indicated by the Seller are indicative. Delays in delivery cannot, in this case, justify a refusal of withdrawal by the Client, the cancellation of the order or a claim for damages.

4.4 In the event that the Wines leave French territory, the Client undertakes to hand over to LA PASSION DES TERROIRS, as soon as possible, and in any event, any transport document and any cleared electronic administrative document attesting to the transport of the Wines outside French territory.

5. PRIZES

5.1 The Wines are supplied at the prices in force at the time the Order is placed.

They are expressed in euros and excluding taxes; in the event that VAT is applicable to the sales transaction in question, VAT will be reflected in the price of the Wines and related services – even if the Wines have been collected by the Customer.

Similarly, any change in the VAT rate, when VAT is applicable to the sales transaction in question, may be reflected in the price of the wines.

In general, any taxes, duties, duties or other services to be paid in accordance with the regulations in force are the responsibility of the Client. Unless otherwise agreed, prices are net, excluding transport, on the basis of the rates communicated to the Client.

5.2 LA PASSION DES TERROIRS reserves the right to modify its pricing conditions without prior notice - subject to any supply agreement or commercial relationship established with the Client, the modification of the rates must then comply with the agreed stipulations and/or applicable notice periods.

5.3 Price reductions are subject to the confidentiality of the special negotiations.

Price reductions are systematically negotiated on the basis of compensation proportionate to their amount, in particular insofar as they aim to reduce the operating costs of LA PASSION DES TERROIRS or to develop the business flow between LA PASSION DES TERROIRS and the Client, in compliance with the principles of proportionality and precision in the line of the counterparts, to the exclusion of any overall price reductions and in compliance in any event with the principle of prohibition of discrimination as long as it will be applicable to the relationship between LA PASSION DES TERROIRS and the Client.

The Client will only benefit from the discounts and rebates granted by LA PASSION DES TERROIRS, to the extent that the conditions giving entitlement to them are respected and, in the case of discounts, only to the extent that the Client has strictly complied with all of its contractual obligations, first and foremost of which is compliance with the agreed payment terms.

The payment of discounts and rebates by LA PASSION DES TERROIRS is always subject to the condition that the Client has complied with all its commitments, in particular the due dates for all invoices issued by LA PASSION DES TERROIRS and prior to the payment of the said discounts or rebates.

Under penalty of forfeiture, any rebate must be claimed in writing within twelve (12) months of the date of the sales invoice to which it relates or any rebate must be claimed in writing within twelve (12) months after the date on which it is due. Otherwise, it is deemed to be irrevocably abandoned by the Client.

6- PAYMENT

6.1 Payments are made by bank transfer, cheque, draft or more generally any method of payment expressly and previously accepted by LA PASSION DES TERROIRS.

The confirmation of wine orders may be conditional on the payment of a deposit

For Wines sold en primeur, in accordance with current practices, according to a payment schedule for deposits specifically agreed between the parties, entailing a payment of the full sale price, excluding taxes, prior to making the Wines available to the Customer. Unless otherwise stipulated, the selling price of wines sold en primeur must be paid to LA PASSION DES TERROIRS.

We inform you that as of 1 January 2023, VAT will be payable on any advance payment relating to a future supply of wines (provided that this delivery is itself subject to VAT, which excludes export supplies, intra-Community supplies to taxable persons, sales free of VAT and sales under the suspensive regime).

6.2 Unless otherwise stipulated, our sales are payable in cash – on the date of the invoice – at our registered office.

The payment deadline will be the one on the invoice.

In the event that the parties agree as a special condition of a payment period from the issue of the invoice of LA PASSION DES TERROIRS, the Client is informed that, in accordance with Article L.441-11 II of the French Commercial Code, the payment term for wine sales may not exceed sixty (60) days from the date of issue of the sales invoice.

Advance payments will not be discounted, unless otherwise agreed.

6.3 Only payment on the agreed due date is dischargeable. In accordance with Articles L.441-9 and L.441-10 of the French Commercial Code, any non-performance by the Client, in whole or in part, of its payment obligations or any delay, will result in the automatic payment, without reminder, of late payment penalties in an amount equal to the European Central Bank's refinancing rate in force on the maturity date plus ten percentage points. These penalties will begin to run on the day following the due date shown on the invoice and will continue to run until the day of full payment of all sums due to LA PASSION DES TERROIRS.

Any month started will be due in full. LA PASSION DES TERROIRS may automatically charge the said late payment penalties against any price reduction due to the Client.

In the absence of payment, even partial, of any of the agreed instalments for any of the deliveries, LA PASSION DES TERROIRS reserves the right to request the immediate payment of all sums due by the Client for any reason whatsoever.

In the case of payment by negotiable instrument, failure to return the instrument will be considered as a refusal of acceptance comparable to a default of payment.

No payment may be compensated at the sole initiative of the Client, in particular in the event of an allegation by the Client of a delay in delivery

or non-conformity of the product delivered and without LA PASSION DES TERROIRS having been able to verify the reality of the alleged grievance, the prior written consent of LA PASSION DES TERROIRS being essential, and this, regardless of any stipulations to the contrary that may appear in the Customer's terms and conditions of purchase .

Any compensation not authorised by LA PASSION DES TERROIRS will be considered as a default of payment authorising LA PASSION DES TERROIRS to refuse any new order for products and to immediately suspend deliveries in progress after having informed the Client.

In the event of delay or total or partial non-performance by the Customer of its payment obligations, LA PASSION DES TERROIRS may notify the Customer, by email or registered letter with acknowledgement of receipt, of the suspension of its deliveries.

These provisions will cease to have effect upon full payment of the unpaid invoices, the Client then accepting the new delivery deadlines which will be notified to him by LA PASSION DES TERROIRS.

In any event, LA PASSION DES TERROIRS will be entitled to stop delivering new orders until the Client has fully paid the amounts due in principal, costs, interest and accessories.

In the event of the Client's known insolvency beyond the expiry date, or in the event of safeguard, receivership or judicial liquidation proceedings initiated against the Client, LA PASSION DES TERROIRS may, subject to the mandatory provisions of Article L.622-13 of the French Commercial Code, terminate the order, the sales contract or the entire commercial relationship by operation of law upon simple notice given to the Client by registered letter with acknowledgement of receipt, without any further formality and without prejudice to the exercise of all other rights.

Any deterioration in the Client's credit may, at any time, justify, depending on the risks incurred, the setting of an overdraft ceiling that may be authorised by the Client, the requirement of certain payment terms, cash payment of current and future orders and certain guarantees.

This will be the case in particular if a sale, lease management, pledge or contribution of its business or some of its elements, or a change in the control or structure of its company or in the person of its manager, is likely to have an adverse effect on the Client's credit.

In accordance with the provisions referred to in Article L.622-7 of the French Commercial Code, by express agreement, in the event of the opening of safeguard proceedings, receivership or judicial liquidation of the Client, the amount not yet paid of any price reductions due, will be offset by the sums that would remain due to LA PASSION DES TERROIRS, these becoming immediately payable.

In the event of non-compliance with the above-mentioned payment deadline, a fixed indemnity of 40 euros for recovery costs, provided for in Articles L.441-10 and D.441-5 of the French Commercial Code, will be required by LA PASSION DES TERROIRS in addition to the penalties for late payment mentioned above. It is specified that this lump sum indemnity is not limited to the amount of other costs that may be incurred by LA PASSION DES TERROIRS for the purpose of collecting its invoices.

If, in addition, LA PASSION DES TERROIRS is obliged to contact an agent (lawyer, commissioner of justice, etc.) to obtain payment of the sums due, it is expressly agreed as a penalty clause stipulated at a flat rate and by operation of law, and not reducible, the application of an increase calculated at the rate of 15% of the amount of the sums due by the Client , and this, without prejudice to late payment interest and any damages.

7 - RESERVE DE PROPRIETE ET ACQUEREUR IN BONIS

LA PASSION DES TERROIRS will remain the owner of the Wines sold until full payment of their price in principal and accessories. This stipulation does not prevent the transfer of risks from the time they are made available to the Client by LA PASSION DES TERROIRS in the cellars and warehouses of LA PASSION DES TERROIRS. The Customer therefore

undertakes to take out insurance covering these risks from the date of availability of the wines.

In the event that the delivered Wines are resold before the full payment of the sale price, any Wine of the same type as that delivered during the last six months by LA PASSION DES TERROIRS and in the possession of the Client may be subject to a return for a value assessed on the current price of LA PASSION DES TERROIRS, equivalent to the amounts payable in any respect whatsoever between the parties.

In the event that the said Wines have been resold before full payment of the price, the Customer will be obliged to inform his own buyer of the existence of a retention of title clause and to communicate, at the first request of LA PASSION DES TERROIRS, the names and addresses of his buyers as well as the amount respectively due by them.

The Wines may, at any time, and without the need for prior warning, be taken back – at the Customer's expense – by LA PASSION DES TERROIRS in the event of non-performance of its obligations by the Customer, without prejudice to the payment, for the benefit of LA PASSION DES TERROIRS, of any damages in this respect.

The above-mentioned stipulations will be likely to come into force as soon as an instalment is unpaid.

8- RETENTION OF TITLE AND INSOLVENCY PROCEEDINGS

As the Wines are sold under a retention of title clause, the transfer of ownership can only take place on the day of full payment of the principal and accessories.

In the event that the Client is subject to safeguard, receivership or judicial liquidation proceedings, he undertakes to inform LA PASSION DES TERROIRS of this situation by registered letter with acknowledgement of receipt, within fifteen days of the pronouncement of the judgment establishing the opening of the insolvency proceedings, so that LA PASSION DES TERROIRS is able to claim the Wines found in nature among the Client's active elements.

To this end, the Customer will ensure that the identification of the Wines is always possible in its warehouses.

In the event that the Wines have been sold before the full payment of their sale price to LA PASSION DES TERROIRS, the Client undertakes to communicate to the latter the names and addresses of its own buyers as well as the amount of the price respectively remaining due by them.

The Client undertakes to continue the performance of the insurance contract covering the risks relating to the Wines delivered until they have been effectively removed from its warehouses following the claim that LA PASSION DES TERROIRS has exercised.

9. PACKAGING - LABELLING

9.1 The Wines that are the subject of the order are supplied by LA PASSION DES TERROIRS packaged in consideration of the type of transport defined by the order.

To this end, it is recalled:

- That the said packaging and packaging, about which the Client declares to have obtained all the necessary details, are judged by the Client to be capable of preserving the integrity of the Wines – the Client thereby discharging LA PASSION DES TERROIRS from any action brought against LA PASSION DES TERROIRS on this basis.
- Unless otherwise formally expressed by LA PASSION DES TERROIRS, the packaging of wines is not included by LA PASSION DES TERROIRS, their cost being an integral part of the sales price notified to the Customer.

9.2 The Client is responsible for the conformity of the labelling of the Wines in the territories where the Wines are circulated.

The Customer therefore undertakes to communicate to LA PASSION DES TERROIRS, more than sixty (60) days before the date on which the Wines are made available, the mandatory legal and regulatory provisions of the territories concerned as well as any mock-up of the labels, back labels and health warnings required.

Failing this, the Client acknowledges that LA PASSION DES TERROIRS will not assume any liability for the affixing of a label that does not comply with the national regulations applicable in the said territories.

10 - RECEIPT – LACK OF CONFORMITY – RETURN

10.1 When collecting the Wines, the Customer or his service provider must check the condition of the packages, the nature, the quantity, and more generally the conformity of the wines delivered with the content of the order concerned.

Once this has been verified, the Wines are deemed to be compliant and approved accordingly by the Customer from the cellars and warehouses of LA PASSION DES TERROIRS.

In all circumstances, any reservation or dispute relating to the conformity of the delivery must be made upon receipt of the Wines and in the presence of the carrier:

- be mentioned by the Client in an explicit and detailed manner on the delivery note.
- appear on the stub of the delivery note remaining in the hands of the carrier with the date, time, and signature of the recipient.
- without prejudice to the arrangements to be made by the Client with regard to the carrier, be immediately brought to the attention of LA PASSION DES TERROIRS by email and confirmed on the same day to LA PASSION DES TERROIRS by registered letter with acknowledgement of receipt.
The Client must provide any justification concerning the anomalies observed and take all measures so that LA PASSION DES TERROIRS can proceed with their observation.

10.2 Any return of the Wines must be made with the prior written consent of LA PASSION DES TERROIRS, this acceptance not constituting any liability by LA PASSION DES TERROIRS.

The Client must take all measures not to aggravate the defect or damage observed by LA PASSION DES TERROIRS and must, to this end, ensure the return of the products in the best conditions of transport and packaging – non-compliance with this condition excluding any liability action if necessary brought against LA PASSION DES TERROIRS.

The return of products made with the agreement of LA PASSION DES TERROIRS will only have the effect of entailing – provided that the liability of LA PASSION DES TERROIRS is demonstrated – at the discretion of LA PASSION DES TERROIRS the obligation to replace non-compliant Wines or the obligation to refund the price of non-compliant Wines.

Any Wine returned without the agreement of LA PASSION DES TERROIRS will be held at the disposal of the Customer and will not give rise to the replacement or refund of the price of the Wine.

The costs and risks of the return are borne by the Customer.

11- TERMINATION OF THE CONTRACT

In the event of non-performance of its obligations by one party, this contract shall be terminated by operation of law in favour of the other party without prejudice to any damages that may be claimed from the defaulting party.

The resolution will take effect ten (10) days after the sending of a formal notice by registered letter with acknowledgement of receipt that has remained unsuccessful.

12- FORCE MAJEURE

LA PASSION DES TERROIRS will be automatically released from its contractual obligations in the event of force majeure and in particular lockout, strike, epidemic, riot, war, requisition, fire, explosion, flood, equipment accident, interruption or delay in transport, disruption in supply by its suppliers, act of vandalism, act of terrorism, riots, popular movements or any other unforeseeable or unavoidable event, and may avail itself of the pure and simple termination of the part of the contract that has not yet been performed without any need for compensation.

13 – PERSONAL DATA

In accordance with European Regulation No. 2016/679 of the European Parliament and of the 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, personal data may be subject to automated processing by our Company for statistical purposes and for the purposes of prospecting and monitoring the commercial relationship with the Client (ordering, invoicing, provision, commercial negotiations)

This processing is justified by the existing contractual or pre-contractual relationship between LA PASSION DES TERROIRS and the Client and may also be based on our legal obligations or on our legitimate interest.

In this regard, the Client is informed that:

- the data controller and recipient of this personal data is LA PASSION DES TERROIRS;
- This personal data will be deleted as soon as it is no longer required and at the latest within ten (10) years after the end of the business relationship with the customer. In any case, the data necessary to comply with a legal or regulatory obligation may be archived for the time necessary to fulfil the obligation in question;
- the data subject has the right to access his/her personal data, to rectify it, to limit the processing of his/her personal data, to erase, portability, deletion of his/her personal data, to withdraw his/her consent as well as the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL).
- It may also object to the use of its personal data for prospecting purposes and, in general, to the processing of its personal data for legitimate reasons.

These rights detailed above can be exercised by contacting our Company at the following email address:

marketing@lapassiondesterroirs.com

It may give general or specific instructions respectively to a trusted third party certified by the CNIL or to the data controller, relating to the storage, deletion and communication of their personal data after their death.

It may appoint a person responsible for their execution and modify them at any time.

In the absence of instructions given during his lifetime, his heirs will be able to exercise certain rights, in particular the right of access.

14- COMPETENCE – CONTESTATION

14.1 Sales made by LA PASSION DES TERROIRS – and more generally the commercial relations existing between LA PASSION DES TERROIRS and the Client – are subject to French law.

For all disputes arising from the commercial relationship of the parties, its termination and its consequences, the Commercial Court of Bordeaux will have sole jurisdiction.

This grant of jurisdiction remains valid even in the event of summary proceedings, incidental claims or multiple defendants and regardless of the method and methods of payment.

14.2 Any commercial dispute on the part of the Client relating to the entire commercial relationship existing with LA PASSION DES TERROIRS and in particular in respect of the payment of financial benefits, of any nature whatsoever, must be formulated no later than twelve months following the expiry of the calendar year for which the sum is due.

Failing this, and by express derogation from the provisions referred to in Article L.110-4 of the French Commercial Code, no claim or dispute may be submitted and will therefore be considered to be time-barred and therefore inadmissible.

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