

TERMS OF SALE

Article 1 - General

These general conditions of sale (GTC) shall apply, without limitation or qualification to all products offered for sale by the company JY.A. LEBRETON on its website www.domaine-des-rochelles.com

"Product" means wine.

Accordingly, the fact of order on the website of the company JY.A. LEBRETON implies full and unconditional acceptance of these GTC Client, to the exclusion of all other documents such as brochures, flyers etc. issued by the company JY.A. LEBRETON and only. Any condition contrary opposed by the Client will, therefore failing agreement are inapplicable to society JY.A. LEBRETON, whatever time it may have been brought to its attention.

The fact that the company JY.A. LEBRETON did not prevail at any given time of any of these terms and conditions of sale can not be interpreted as a waiver of the future any such conditions.

The company JY.A. LEBRETON reserves the right to modify these Terms at any time.

Under Order No. 59-107 of 7 January 1959 and Law No. 74-631 of 5 July 1974, the sale of alcohol to minors under sixteen years is prohibited. Anyone ordering wine or other alcoholic beverage on the website of the company JY.A. LEBRETON committed over sixteen years of age at the time of ordering. Alcohol abuse is dangerous to health. Consume in moderation. The consumption of alcoholic beverages during pregnancy, even in small quantities, can have serious consequences on the health of the child.

Article 2 - Orders

Orders may be placed:

Online at the website: www.domaine-des-rochelles.com

By e-mail: jy.a.lebreton@wanadoo.fr

Onsite at Domaine des Rochelles

In a letter returning the order form with payment to the order of society JY.A. LEBRETON, at the following address: Domaine des Rochelle - 49 320 Saint Jean des Mauvrets

They will be confirmed at the Customer's email address that it will release.

The company JY.A. LEBRETON recommends the Client to keep track of data on the order paper or on a reliable until the final resolution of the order, even until the end of the warranty period for products delivered.

The company JY.A. LEBRETON reserves the right to correct any errors that may occur when the order and will not incur any liability.

The company JY.A. LEBRETON reserves the right in its sole discretion to accept or refuse the order.

Any change orders requested by the Customer can not be taken into consideration if it is received in writing 3 days before shipment of the order and if the company JY.A. LEBRETON has expressly accepted.

The additional supplies to the command will be a new contract stating the sale price, conditions, deadlines and so on. that affect them.

According to the law of 13 March 2000 on electronic signatures, any purchase order signed by the Customer "double click" is an irrevocable acceptance that can not be questioned only in limited cases under the present conditions of sale including period.

The double click associated with the authentication, non-repudiation and protection of the integrity of messages is an electronic signature. This electronic signature value of signature between the parties.

The records, kept in the files of the company JY.A. LEBRETON under reasonable conditions of safety, will be considered as proof of communications, orders and payments between the parties.

The filing of purchase orders and invoices will be made on a reliable and that can be legally produced as evidence.

Article 3 - Products

The company JY.A. LEBRETON displays on its online store products and their detailed to comply with Article L 111-1 of the Consumer Code, which allows for the potential consumer to know before the final order characteristics essential products they wish to buy.

Article 4 - Price

Prices shown on the online store basement prices are in Euros all taxes (VAT, excise and any other applicable taxes). They are applicable when the order by the client and do not include participation in transport costs, charged in addition to the number of bottles ordered and indicated before the final validation of the order.

JY.A. LEBRETON reserves the right to change prices at any time without notice, especially in case of change of year.

Article 5 - Prices of transport

Transport costs are automatically calculated and set the online order form for France.

For each shipment abroad, the customer must first contact the company JY.A. LEBRETON.

Article 6 - Payment

The product price is payable the day of the order, except specific offer stated on the website. At no time, the money collected can only be considered as a deposit or deposits.

Payment is by credit card in euros via the secure agricultural credit or by check.

When paying by check, it must be issued by a bank based in France.

The customer's account is debited in the currency of the country according to the exchange rate charged by the customer's bank.

Checks or credit card payments are received on validation of the order by the consumer.

Any order paid by check or credit card will be processed only on receipt of payment. The periods of availability as shipping will be recalculated from the date of receipt of payment (see Article 7).

The company JY.A. LEBRETON reserves the right to suspend any order or management of delivery in cases of refusal of payment from financial institutions.

JY society. A. LEBRETON reserves the right to refuse to make a delivery or an order from a client who has not totally or partially settled a previous order, or with which a payment dispute remain.

Article 7 - Delivery

Delivery is provided as an indication. It is 48 am to 7 days for France and 20 days for overseas from the order and receipt of payment.

Customer will be notified by e-mail order.

The products will be delivered to the address given by the Client on the order form. The information given by the Client, at the order, commits it. In case of error in the delivery address or in case of incomplete information (Code No. building etc.), The company JY.A. LEBRETON will not be held responsible for the impossibility in which it could be to deliver the product, delays and / or delivery error. In this context, all expenses incurred for the return of the order will be entirely borne by the Client.

Products shipped are protected by special packaging for packages of 1, 2, 3, 4 or 1 magnum bottles by La Poste. For shipments of 6 bottles, carrier products travel by road or in cardboard boxes provided.

The information concerning the availability of products sent by the company JY.A. LEBRETON, the unavailability or final whether to postpone the delivery date can not initiate direct or indirect responsibility of society JY.A.LEBRETON or entitlement to damages for the Client, retention or cancellation of order course if they are not tied to a misconduct on the part of society JY.A. LEBRETON.

In case of stock of the product ordered, the company JY.A. LEBRETON may modify the order by the next vintage wine or equivalent with the client.

However, if 1 month after the indicative date of delivery, the product was not delivered for any other reason than force majeure, the sale may then be resolved at the request of one or other party to the exclusion of all damages.

Are considered as force majeure unloading society JY.A. LEBRETON its obligation to stop forced bottling lines, accidents to machinery, supply difficulties, war, riots, fire, strikes or full staff, accidents, regulations or the requirement of public authority, or any other event inevitable, unforeseeable and beyond the control of the company JY.A. LEBRETON.

The company JY.A. Customer will LEBRETON aware, timely cases and events listed above.

In any event, delivery on time can intervene only if the customer is current with its obligations towards society JY.A. LEBRETON, whatever the cause.

The goods at the risk of the Client to which it belongs, in the event of damage, casting, weight difference, damaged or missing, to make any findings about the good reception and confirm their reservations by letter with acknowledgment of receipt from the carrier within 48 hours of receiving the goods. Customer sent immediately to the society JY.A. LEBRETON a copy of any claim made by him from the carrier.

Article 8 - Reception

Without prejudice to take vis-à-vis the carrier, the claims of defects or non-conformity of goods delivered in relation to the goods ordered listed on the waybill, must be made in writing on the delivery and confirmed in writing within two working days after receiving the goods.

It will be for the Client to provide any justification for the reality of defects or deficiencies found. He will leave the company JY.A. LEBRETON easy to carry out the establishment of such defects. It will not intervene himself or to involve a third party for that purpose. The company JY.A. LEBRETON or expert appointed by him may include monitoring whether the goods were stored by the client in optimal conditions and requirements.

In case of defect or nonconformity of the goods delivered, duly recorded by the company JY.A. LEBRETON in the above conditions provided, the Customer may obtain the replacement of goods, excluding any compensation or damages.

Article 9 - Returns

The return will be possible only if the company JY.A. LEBRETON validated non-conformity of the goods or if the appraisal finds a cause to the Client.

Any order returned without the company JY.A. LEBRETON be made available to the client and will not lead to the establishment of an asset.

The return of goods is at the expense of the Client and in their original packaging.

In case of defect or non-conformity of goods delivered, duly recorded by the company JY.A. LEBRETON as provided above, the Customer can get the free replacement or refund of products, at the company JY.A. LEBRETON, excluding any compensation or damages.

Article 10 - Product Warranty

The company JY.A. LEBRETON gives no guarantee of defects detected after normal examination of the product, may affect the product delivered that was not reported by the Customer as provided for in Articles 7, 8 and 9 hereof.

The company JY.A. LEBRETON does the Client for defects that could affect the products delivered, as part of replacement of non-compliant products, making them unfit for use including wine corks, without being seen by the client as responsible for any detrimental effect that these defects could lead to the exclusion of all transport costs.

The warranty does not cover replacements that would result from a non-compliant storage of goods.

Article 11 - Transfer of ownership, transfer of risk

The transfer of ownership to the Customer will be made after full payment of the latter, regardless of the date of delivery of such products.

However, the transfer of risk of loss and deterioration of the products will be made upon delivery and receipt of goods by the Customer.

Article 12 - Retention of title

The company JY.A. LEBRETON retain ownership of goods delivered until full payment, meaning the payment by the receipt of this award, not the surrender of a bill of exchange or a creating an obligation to pay (Law No. 80335 of 12.02.1980). By express agreement of the parties, the products

in the customer's premises to the date of the opening will definitely count against the alleged latest unpaid unless written evidence to the contrary, the remaining products in stock are assumed to be last deliveries.

However, the transfer of risk takes place after the delivery of products. Indeed, throughout the duration of retention, the Client as a guardian of the thing is responsible for any loss or damage occurring after delivery. It will also be responsible for a poor conservation status of making the product unfit for use. The Customer shall bear all costs and / or damages related to the resumption of products.

Article 13 - Deadline for withdrawal

Under sections L and 121.16 of the Code of consumption, the consumer has the opportunity to return to society JY.A. LEBRETON, at its expense, the products within seven (7) days from delivery for exchange or refund, in good condition and in its original packaging with the original invoice.

Article 14 - Information and Freedoms

Under the provisions of the Data Protection Act No. 78-17 of 6 January 1978, the client has a right of access, rectification and deletion of personal data concerning him and kept by the company LEBRETON .

The company guarantees LEBRETON strictly internal information.

The use of Customer details with partners or suppliers can not take place without the explicit agreement of the Customer.

Article 15 - Election of home court

These Terms and conditions are subject to French law.

For any legal action, the election of the home is made to the Tribunal of Commerce under the company's headquarters JY.A. LEBRETON, even in cases of multiple defendants, which was expressly accepted by the Customer.

In case of any provision of these general conditions of sale would be deemed or declared, by court order, illegal or not in writing, the other provisions of these Terms of Use remain in full force.
Conditions of Use