

GENERAL TERMS AND CONDITIONS

1. Field of application

These general terms and conditions of sale (**hereinafter GTCS**) shall be applicable to all orders made by the purchaser with the Carlo Faber Vine Nursery and/or with Mr Carlo Faber (**hereinafter the seller**) and to all our sales contracts, including the provision of any accessory services.

By accepting these general terms and conditions, the purchaser thereby recognises that they shall apply to any subsequent contract, whether or not the latter be in writing.

These GTCS shall exclude any general and particular terms and conditions of the purchaser in the absence of specific written acceptance by the seller. No exception to these GTCS shall be allowed without written confirmation by the seller.

Without proof to the contrary, the purchaser hereby recognises having received a copy of these GTCS, of which he is aware and to which he has agreed unreservedly.

The seller hereby reserves the right to make modifications pursuant to legislative changes to these GTCS without any other formality or notice.

2. Formation of the contract

Offers of products and prices shall be valid within the limits of available stocks but also subject to all reserves including that of acceptance and feasibility.

The seller's offer shall not entail the seller's obligation except in the case of sale. By accepting the offer, the purchaser shall thereby undertake to purchase the products ordered and to pay the agreed price.

3. Payment – Price

Unless the contrary be stipulated, our prices are before VAT. Our invoices are established in accordance with the rate in effect on the date of delivery.

In anticipation of the payment for products sold, the seller hereby reserves the right to demand the constitution, at his discretion, of guarantees such as, in particular, payment by instalments (25% / 50% / 75%) or the constitution of a bank guarantee.



Unless the contrary be stipulated, all our invoices shall be payable in euros, in cash and without any discount, to the head office of the Carlo Faber Vine Nursery. Any claims relating to the invoice must be made in writing no later than 15 calendar days from its issue, otherwise such claims shall be considered to be null and void.

4. Delivery

Whatever the destination of the goods, delivery shall be considered to be made at the operational offices of the Carlo Faber Vine Nursery. Consequently, the purchaser shall bear all risks linked to the products once he has entered into possession of the same, or else, as soon as the same have been made available to him. Should the purchaser designate a different place of delivery, the transport and/or storage of the products shall take place at the purchaser's risks and expense.

All delivery times are indicative and cannot give rise to compensation and/or liability of the seller.

However, the seller hereby undertakes to give notice, as soon as possible, to the purchaser of any delay in delivery beyond his control.

Unless there be communication of a defect, whether hidden or apparent, or of any lack of conformity in general, pursuant to the provisions of article 6 of these GTCS, the purchaser cannot claim a return of goods, unless there be a preliminary agreement in writing from the seller.

5. Penalty clause & late payment interest

Non-respect of a single payment deadline by a purchaser acting for professional or non-professional purposes shall render legally due, and without prior notice, the balance owed on all other invoices, even those not yet due; without prejudice to the right of the seller to suspend the execution of other orders in progress until full payment of the amounts owed in this case.

For the rest, the purchaser may not make appeal to any counter-invoices, which cannot be offset against the claims of the seller without express agreement of the latter.

Non-payment of any invoice by the deadline at which it is due shall, ipso jure and without prior notice, incur default interest of 5% charged to the purchaser.



5. Retention of title

The delivered goods shall remain the property of the seller until receipt of full payment of the price agreed between the parties, including any interest for late payment and any compensation.

In the absence of payment of the price when due, the seller shall have the right to take back the products at the expense of the purchaser; until full payment of these products, the purchaser may not resell or pledge them without the prior written consent of the seller. The purchaser furthermore hereby agrees to inform the seller of any seizure made by a third party on products sold, the price of which has not been fully paid. Similarly, the purchaser hereby agrees to inform the seller immediately should the delivered and unpaid products be on the premises rented by the purchaser.

6. Guarantee

6.1. Professional purchaser

Any communication of an apparent defect or a lack of conformity concerning the delivered products must be notified in writing to the seller within 15 calendar days following delivery of the products, on pain of forfeiture.

Any communication of a hidden defect in the delivered products must be notified to the seller within 15 days of the discovery of such defects by the purchaser or from the moment when he could or ought reasonably to have known about the same. Before any legal action relating to latent defects of the delivered products, the purchaser must seek an amicable agreement with the seller by way of mediation under penalty of inadmissibility of any legal action.

The seller's warranty shall be limited exclusively to the repair or replacement of the defective products, or to the reimbursement or reduction of the invoice price, without further compensation. In addition, the seller's liability shall be excluded in the event of damage caused by the buyer or in case of force majeure or a fortuitous event.

6.2. Non-professional purchaser

Pursuant to the provisions of Articles L.212-1 to L.212-13 of the Luxembourg Consumer Code, the purchaser shall benefit from the legal guarantee for any lack of conformity existing at the time of delivery of the product, if he did not know or was not expected to know of the said defect at the time of the conclusion of the contract and if this defect appears within two years from delivery.



6.3. Exclusion of guarantee

Any claim on the seller's guarantee shall be subject to the obligation of communication by the purchaser of a copy of the invoice and delivery note sent by registered letter, fax or email with acknowledgement of receipt to the head office of the Carlo Faber Vine Nursery.

The seller's guarantee shall, in any event, be excluded in the event of improper use, handling or storage of the product sold by the purchaser and, in particular, of any use which does not conform to the instructions, current professional criteria and the specific legislation applicable.

In addition, any repair that has not been made by the seller to the goods sold shall void the seller's warranty.

7. Privacy policy and protection

Processing by the seller of personal data received from the purchaser shall be for the purposes of performance of these GTCS, administration of customers, promotion of the seller's products and services, and establishment of campaigns of personalised information and direct marketing, including those using email by the seller.

8. General provisions

The nullity or inapplicability of one of the clauses of these GTCS shall not affect the validity or the applicability of the other clauses. Where applicable, the parties hereby undertake to replace the void or unenforceable clause with a valid clause, which shall be as close as possible from an economic point of view to the void or unenforceable clause.

The seller shall have the right not to avail himself of these GTCS at any time, without this being interpreted as a waiver to use them later.

Any communication or notification between parties shall be made validly by registered letter, fax or email with acknowledgement of receipt, for the seller, at the head office of the Carlo Faber Vine Nursery and, for the purchaser, at the latter's head office or home as applicable.

9. Applicable law and jurisdiction

These GTCS shall be governed by Luxembourg law and any dispute arising or relating thereto, as regards the formation, performance and/or interpretation of these GTC, as well as to all conventions to which they may apply and which cannot be resolved amicably, shall be subject to the exclusive jurisdiction of the courts of the judicial district of Luxembourg.

The French version of these Terms and Conditions shall prevail.

