

BORIE-MANOUX S.A.

GENERAL TERMS AND CONDITIONS OF SALE

Article 1 - Scope of application

1. These general terms and conditions of sale (the "**General Terms and Conditions of Sale**") apply, without restriction or reservation, to all **sales** of products and services concluded by BORIE – MANOUX, SAS au capital de 2.940.000 Euros, dont le siège social est 88 Quai Bacalan 33300 Bordeaux, immatriculée au RCS de Bordeaux sous le n°465 202 695 (« **BORIE – MANOUX** »), N° TVA : FR 33 465202695, for the benefit of its customers.

The "**Customer**" refers to any professional or private purchaser wishing to acquire a product or service offered for sale by BORIE-MANOUX (a "**Product**" or a "**Service**").

If the Customer is a professional, these General Terms and Conditions of Sale form the basis of the commercial relationship in accordance with the provisions of article L441-1 III of the French Commercial Code.

2. BORIE-MANOUX will send these General Terms and Conditions of Sale to any Customer who so requests.

3. Placing an order with BORIE-MANOUX implies the Customer's full and unreserved acceptance of these general terms and conditions of sale and, where applicable, the waiver of his general terms and conditions of purchase.

4. Unless formally accepted in writing by BORIE-MANOUX, no special conditions may prevail over these General Terms and Conditions of Sale.

In the absence of express written acceptance by the Customer, any condition to the contrary will be unenforceable against BORIE-MANOUX, regardless of when it may have been brought to its attention.

5. Any alterations, corrections or additional clauses, whether handwritten or not, appearing on the General Terms and Conditions of Sale may not be relied upon by the Customer.

6. These General Terms and Conditions of Sale are drawn up in French. In the event of any discrepancy between the French version and any translation, the French version shall prevail.

Article 2 - Ordering

1. Requests for orders (the "**Order**") may be sent to BORIE-MANOUX by any means (telephone, post, e-mail) directly by the Customer or by any representative appointed by BORIE-MANOUX. Any Order placed verbally by the Customer must be confirmed in writing. Order forms must provide all the information required by BORIE-MANOUX: Products and/or Services chosen and quantities, delivery address, name, address/registered office, e-mail address and telephone number of the Customer.

2. Sales shall only be considered firm and definitive after the Customer has expressly accepted the Order without reservation, notified to BORIE-MANOUX by any means in writing, and after BORIE-MANOUX has expressly accepted the Order and confirmed this to the Customer by e-mail mentioning the list of Products ordered, their price and the cost of transport if applicable.

3. BORIE-MANOUX reserves the right to refuse any Order for legitimate reasons such as insufficient time to process said order, insufficient stock, or reasons of its own, in particular due to a low volume of Products ordered. If a "low volume" order is accepted, additional charges may apply, which the Customer accepts. These charges will be indicated on the order form and/or the current price list.

BORIE-MANOUX also reserves the right, at its sole discretion, to accept a change to an Order.

If the Customer requests special packing or packaging conditions, this must be specified in the Order. BORIE-MANOUX will indicate the corresponding additional cost and any additional delivery time resulting from this request in its acceptance.

Article 3 - Financial conditions

1. The price agreed between the parties shall be that which appears in the Order and which is reproduced on the invoice, or pro forma invoice if applicable, drawn up by BORIE-MANOUX and sent to the Customer.

2. Prices are quoted in Euros, exclusive of tax. VAT is added where applicable, at the rate in force on the day the invoice is issued, and is payable by the Customer. Consequently, all taxes, duties or other sums

to be paid in connection with the sale of the wines, their importation and marketing, in particular in application of the national regulations of the Customer or of a country of transit, and more generally of any regulation that may be involved in this situation, shall be borne by the Customer.

3. Prices are net, "ex warehouse", unless special conditions are expressly accepted by BORIE-MANOUX. All ancillary costs, such as transport costs, insurance, customs duties and any taxes, bank charges, registration fees, etc., shall be borne by the Customer.

4. The Products and Services will be invoiced on the basis of the price list in force on the date of acceptance of the Order by BORIE-MANOUX, unless special conditions are expressly accepted and confirmed in writing by BORIE-MANOUX. BORIE-MANOUX reserves the right to modify its pricing conditions at any time. In this case, the Customer will be informed of the new applicable conditions before he confirms his order.

5. All invoices are dated from the day on which the Products are handed over to the Carrier or to the Customer, with the exception of en primeur sales and other special cases, and are sent to the Customer on the same date. For wines sold en primeur, a proforma invoice, including VAT if applicable, is sent to the Customer as soon as the Order is confirmed. The Products and Services will be invoiced on the basis of the price list in force on the date of acceptance of the Order by BORIE-MANOUX, unless special conditions are expressly accepted and confirmed in writing by BORIE-MANOUX.

6. In the event of non-payment, late payment, or partial payment of en primeur sales, the deposits paid will be considered to be irrevocably acquired by BORIE-MANOUX, the Purchaser then waiving any delivery and/or claim. BORIE-MANOUX also reserves the right to proportionally reduce the quantity and quality of wine of its choice to be delivered to the Customer.

Article 4 - General terms of payment

1. The terms of payment indicated on the Order Confirmation and, where applicable, on the Pro Forma Invoice drawn up by BORIE-MANOUX are the only valid terms, regardless of those appearing on the documents returned by the Customer. A deposit, subject to VAT if applicable, may be requested from professional Customers who are informed of this when their order is confirmed by BORIE-MANOUX.

In the particular case of en primeur wines, if their quality proves to be defective, BORIE-MANOUX may decide not to market them. In this case, the Customer will be informed and BORIE-MANOUX will reimburse the advance payment(s) already received. No compensation will be due by BORIE-MANOUX to the Customer and BORIE-MANOUX cannot be held liable.

2. Delivery of the Products ordered to the Carrier shall render payment due in full in view of the concomitant invoicing, except in exceptional cases such as sales of en primeur wines or special cases which are the subject of a request from the Customer or BORIE-MANOUX.

3. Payment shall be made in accordance with the details given on the invoice and shall be considered final once BORIE-MANOUX has collected the sums due by the Customer.

4. The price of Products and Services ordered by professional Customers is payable within 30 days from the date of issue of the invoice, except in the case of a special period stipulated on the invoice or a specific commercial agreement between BORIE-MANOUX and the Customer, notably pre-payment. Payment may be made by bank transfer, direct debit, bill of exchange or banker's cheque drawn on a well-known bank domiciled in France or Monaco.

The price of Products and Services ordered by individual Customers is payable on confirmation of the order and in all cases before dispatch of the Products. Payment is made by bank transfer or cheque. BORIE-MANOUX reserves the right to agree on different payment methods for

long-standing and regular individual Customers, or for individual Customers whose order has been placed through a sales agent.

5. In the event of non-payment on the due date, BORIE-MANOUX has the right to suspend or cancel, purely and simply, the execution of orders in progress and to demand immediate payment before and/or collection of any new Product, whatever the conditions previously agreed for this Product.

6. Any sum not paid by a professional Customer on the day following the payment deadline stipulated in the invoice drawn up by BORIE-MANOUX shall give rise to late payment interest equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, and a fixed indemnity of 40 Euros for collection costs in the event of late payment, BORIE-MANOUX reserving the right to request additional compensation from the Customer if the collection costs incurred exceed this amount, on presentation of supporting documents. BORIE-MANOUX shall automatically be liable for these penalties without any formalities or prior notice.

7. In addition, non-payment of a single invoice shall - at the discretion of BORIE-MANOUX - render the amount of the other invoices due to BORIE-MANOUX immediately payable by operation of law, with all sums in question immediately accruing interest in accordance with the terms and conditions defined in this paragraph.

Article 5 - Deliveries

1. Delivery consists of the transfer to the Customer of physical possession or control of the Products. Unless otherwise agreed with the Customer, this means the collection of the Products from the warehouse by the Customer or the handing over of the Products to the carrier (hereinafter referred to as the "Carrier"). In the latter case, BORIE-MANOUX reserves the right to choose the Carrier and will invoice the cost of transport to the Customer.

2. Any delivery times requested by the Customer and indicated by BORIE-MANOUX shall apply from the date of notification of acceptance of the Order by the Customer to BORIE-MANOUX.

3. These deadlines are given for information only and no compensation will be payable if they are exceeded.

In all cases, if the Customer does not comply with the payment conditions set, or if the information, documents and/or evidence required by the Customer do not reach BORIE-MANOUX in good time, BORIE-MANOUX may suspend or delay performance of the Order, without any compensation being payable by BORIE-MANOUX

4. If BORIE-MANOUX's supplies are delayed or if it runs out of stock or has insufficient manpower, BORIE-MANOUX may, if it sees fit, propose to the Customer the amicable resolution of the Order, unless BORIE-MANOUX prefers simply to suspend performance of the Order. In either case, BORIE-MANOUX shall not be liable to pay any compensation whatsoever.

5. Any delay resulting from an event beyond the control of BORIE-MANOUX as well as any delay due to a fortuitous event or force majeure, including but not limited to strikes, or any national or international health crisis, shall extend the delivery periods by a period equal to that during which the aforementioned event produced its effects.

Where applicable, partial delivery of the order must be accepted by the Customer even if the Order cannot be delivered in full.

If BORIE-MANOUX is unable to deliver Products due to the occurrence of such event(s), BORIE-MANOUX may terminate the sale by notifying the Customer prior to the scheduled delivery date, without this constituting grounds for the Customer to claim damages.

6. In any event, delivery on time can only take place if the Customer is up to date with its obligations towards BORIE-MANOUX.

7. The Customer is obliged to check the condition of the Products delivered and their conformity with the delivery note as soon as they receive their order/Products. He/she must indicate on the delivery note whether he/she accepts the delivery "with" or "without reservations". The Customer has a period of 48 hours from the date of delivery in which to make any claims for non-conformity or apparent defects in the Products delivered, by electronic mail reiterated by registered letter with acknowledgement of receipt addressed to BORIE-MANOUX or to the Carrier, as the case may be, with all the relevant supporting

documents. Once this period has elapsed and if these formalities have not been complied with, the Products will be deemed to be in conformity in terms of quality and quantity and free from any apparent defect and no claim will be validly accepted by BORIE-MANOUX.

BORIE-MANOUX will endeavour to replace, as soon as possible and at its own expense, the Products delivered for which the apparent defect or lack of conformity has been duly proven by the Customer or, failing this, will refund the Products.

No Products may be returned by the Customer without the express prior written consent of BORIE-MANOUX, obtained in particular by e-mail.

A complaint made by the Customer under the terms and conditions described in this article does not suspend payment by the Customer for the Products concerned.

8. The Products must be collected within 8 working days. After this period, any storage operation carried out by BORIE-MANOUX on behalf of the Customer, even if temporary, will be invoiced in addition, under the conditions set out in the order form and/or the current price list. If the period of storage exceeds 12 months, BORIE-MANOUX shall request the Customer, by registered letter with acknowledgement of receipt, to remove the Products. In the absence of a response within 30 days of receipt, the Products will be considered abandoned and may, at the discretion of BORIE-MANOUX, be returned to stock or destroyed.

Article 6 - Packaging

The packaging is deemed by the purchaser to be suitable for preserving the integrity of the products purchased - the purchaser thereby agreeing to release the seller from any proceedings brought against it on this basis.

Except in the case of special packaging or specific conditions (in particular consignment, express delivery, export, etc.) - which will be expressly mentioned in the seller's order confirmation document - packaging is included in the price of the products as shown in the price list notified by the seller to the buyer and does not have to be returned to the seller.

Article 7 - Transfer of risks - Transport

1. The transfer of risks on the Products sold by BORIE-MANOUX takes place "ex warehouse" when the Products are handed over to the Carrier and when the Products are handed over to the Customer for all sales for which BORIE-MANOUX organizes transport.

As a result, all transport, insurance, customs, handling, unloading and other operations are at the Customer's risk, despite the Title of goods clause applying to the Products sold.

In the case of delivery outside the territory of the European Union, BORIE-MANOUX is an exporter within the meaning of tax and customs regulations. This must be included in the corresponding customs documentation and the Carrier shall provide (i) a declaration certifying that the Products have been shipped outside the European Union and (ii) proof of payment for the goods by the customer established in a third territory. 2. If dispatch is delayed at the Customer's request and provided that BORIE-MANOUX agrees, the Product shall be stored and handled at the Customer's expense.

Article 8 – Title of goods

1. BORIE-MANOUX remains the owner of the Products sold until full payment of the price by the Customer. Full payment of the price means the actual collection of the full price and not the delivery of a document creating an obligation to pay.

2. Ownership of the Products sold is reserved to BORIE-MANOUX, which consequently retains the right to take them back in their current state and in any place where they are in the custody and at the expense of the Customer, or to claim all or part of the resale price from a third party sub-acquirer, or to prohibit or limit their use by any means.

3. In the case where BORIE-MANOUX accepts the return of Products, it is without prejudice to any compensation and damages for cancellation and return costs as well as for any depreciation they may have suffered.

4. The Customer shall therefore refrain from granting any right whatsoever over the Products delivered and not paid for, in particular

from pledging or transferring ownership of the Products by way of security.

The Customer must inform BORIE-MANOUX immediately of any measures taken by third parties affecting the possession of the Products in order to enable BORIE-MANOUX to oppose such measures and to protect its rights.

If the Products have been resold, BORIE-MANOUX's claim shall automatically be transferred to the claim for the price of the Products.

Article 9 - Use of Products as guarantee

The Customer accepts that the Products sold to him by BORIE-MANOUX guarantee all sums which he would otherwise owe to BORIE-MANOUX, including all "en primeur" purchases.

Article 10 - Warranties

BORIE-MANOUX provides professional Customers with the legal warranties provided for in articles 1604 and 1641 of the French Civil Code and also guarantees the sound, fair and merchantable quality of the products in accordance with the practices of the profession.

1. The Products must be checked by the Customer on delivery, and any claim, reservation or dispute relating to lack of conformity or apparent defect must be made in accordance with the conditions set out in article 5.7.

The Customer must provide full proof of the reality of the defects observed, and BORIE-MANOUX reserves the right to carry out, directly or indirectly, any on-site inspection and verification.

2. Defects and deterioration of the Products delivered as a result of abnormal storage and/or conservation conditions at the Customer's premises, or as a result of the Customer's negligence, particularly in the event of an accident of any kind whatsoever, shall not entitle the Customer to the warranty owed by BORIE-MANOUX.

3. BORIE-MANOUX shall not be held liable in the event of failure to comply with the legislation of the country to which the Products are delivered, which it is the Customer's responsibility to check.

4. The Customer is solely responsible for the choice of Products, their conservation and their use.

5. BORIE-MANOUX shall not be held responsible or liable for any delay or non-performance resulting from the occurrence of a case of force majeure as usually recognized by French case law.

6. Under no circumstances may BORIE-MANOUX be held liable to compensate for immaterial or indirect damage such as, by way of example, operating losses, loss of profits or opportunity, commercial loss, loss of earnings, etc., which may be caused by the use of the product.

7. In any event and in addition to the reservations stipulated above, BORIE-MANOUX's liability and the Customer's compensation are limited to the replacement or reimbursement of the defective Products at the price indicated on the invoice, at the Customer's sole discretion

Article 11 - Sales to private customers:

Guarantees - Liability of BORIE-MANOUX

Guarantees

The Products offered for sale comply with the regulations in force in France and their performance and characteristics are compatible with nonprofessional uses.

Pursuant to legislative and regulatory provisions, and in particular articles L.217-4 et seq. of the French Consumer Code and 1641 et seq. of the French Civil Code, the Products supplied by BORIE-MANOUX are automatically covered by the following provisions:

- the legal guarantee of conformity, for Products that appear to be defective, spoiled or damaged or that do not correspond to the order or the immediate purchase,

- the legal guarantee against hidden defects resulting from a defect in material, design or manufacture affecting the Products delivered and rendering them unfit for use, under the conditions and according to the procedures set out in the box below and detailed in the Annex to these General Terms and Conditions of Sale (Conformity Guarantee / Hidden Defects Guarantee).

The Customer is reminded that as part of the legal guarantee of conformity, the Customer :

Has a period of two (2) years from delivery of the goods to take action against the Seller;

May choose between repairing or replacing the Product ordered, subject to the cost conditions set out in Article L.217-9 of the French Consumer Code;

Is exempted from proving the existence of the lack of conformity of the Product during the twenty-four (24) months following delivery of the Product, except for second-hand goods, for which the period is reduced to six (6) months (article L.217-7 of the French Consumer Code).

The legal guarantee of conformity applies independently of any commercial guarantee that may cover the Product.

The Customer may decide to invoke the legal guarantee against hidden defects in the Product sold in accordance with article 1641 of the Civil Code. In this case, the Customer may choose between rescinding the sale or reducing the sale price in accordance with article 1644 of the French Civil Code.

In order to assert his/her rights, the Customer must inform BORIE-MANOUX in writing of the non-conformity of the Products or of the existence of hidden defects within the time limits referred to above as from the delivery of the Products and return or bring to BORIE-MANOUX the defective Products in the condition in which they were received with all the elements (accessories, packaging, instructions, etc.).

BORIE-MANOUX will reimburse or replace, as far as possible and according to the customer's wishes, Products under warranty that are deemed to be non-compliant or defective.

Postage costs will be reimbursed on the basis of the rate invoiced by BORIE-MANOUX when the Products were sent, and return postage costs will be reimbursed on presentation of supporting documents.

Refunds for Products found to be non-compliant or defective will be made as soon as possible after BORIE-MANOUX has established the lack of compliance or the hidden defect.

Reimbursement will be made by credit to the Customer's bank account or by banker's cheque sent to the Customer.

Exclusion of liability for BORIE-MANOUX

BORIE-MANOUX cannot be held liable in the following cases:

- non-compliance with the legislation of the country to which the Products are delivered, which it is the Customer's responsibility to check,

- in the event of misuse, use for professional purposes, negligence or lack of conservation on the part of the Customer,

- in the event of an accident or force majeure,

- in the event of an error in the address or contact details provided by the Customer, making it impossible to deliver to the Customer.

BORIE-MANOUX's warranty is, in any event, limited to the replacement or reimbursement of Products that do not conform or are affected by a defect.

Article 12 - Protection of personal data

BORIE-MANOUX may collect and use Customers' personal data (first name, surname, billing and delivery address, e-mail address, telephone number) in particular for the following purposes:

- In order to respond to orders placed, to communicate with Customers about orders, to invoice and collect payments, or to send them these General Terms and Conditions of Sale;
- Emailings, sending of commercial offers and newsletters insofar as the Customer has agreed to receive said offers and newsletters;
- To comply with any legal obligations, in particular in the context of judicial or administrative injunctions.

Access to personal data is limited:

- To authorized BORIE-MANOUX teams in the performance of their duties;
- To the competent authorities, exclusively to meet legal obligations, to court officers, to public officials and to any third party duly authorized by law.

The data collected is not likely to be transmitted or processed outside the European Union.

BORIE-MANOUX only keeps personal data for as long as is necessary for the purposes for which it was collected and in strict compliance with the regulations in force.

They are kept for one (1) year from the end of the commercial relationship, and archived for five (5) years.

BORIE-MANOUX has taken the necessary and appropriate physical, electronic and organizational protection measures to guarantee the security, integrity and confidentiality of personal data, and in particular to prevent any loss, misuse, damage, destruction or disclosure of said data. In accordance with the regulations applicable to the protection of personal data, including the European Regulation on the protection of personal data, as well as Law No. 78-17 of 6 January 1978, as amended, on Data Processing, Data Files and Individual Liberties, Customers may exercise their right to access, modify, port, limit the processing of, oppose, rectify or delete their personal data by contacting BORIE-MANOUX by e-mail at contact@borie-manoux.fr or by post at 88 Quai de BACALAN 33300 BORDEAUX (France).

Article 13 - Applicable law

Any question relating to these general terms and conditions of sale and to the sales they govern, which is not dealt with in these contractual stipulations, shall be governed by French law to the exclusion of any other law.

Article 14 - Jurisdiction

- 1. BORIE-MANOUX elects its registered office as its domicile.**
- 2. Any dispute concerning the application of these general terms and conditions of sale and their interpretation, their execution and the sales contracts concluded by BORIE-MANOUX, or the payment of the price, will imperatively be the subject of a prior referral to "Bordeaux Mediation" then, in the absence of agreement and only at the end of the first unsuccessful meeting, will be brought, for professional Customers, before the Commercial Court of the registered office of BORIE-MANOUX, whatever the place of the order, delivery and payment and the method of payment, and even in the event of a claim against guarantee or plurality of defenders and, for private Customers, will be submitted to the competent courts under the conditions of common law.**
- 3. The attribution of jurisdiction is general and applies whether the claim is a principal claim, an incidental claim, an action on the merits or an application for interim relief.**
- 4. Individual Customers are informed that if their disputes with BORIE-MANOUX cannot be settled amicably, they may have recourse free of charge to a consumer mediator or to any alternative dispute resolution method. If they choose mediation, they may make their request in writing to BORDEAUX MEDIATION 1 rue de Cursol CS 41073 - 33077 BORDEAUX tel 05 56 44 48 44 or by e-mail to bordeaux-mediation.association@laposte.net or by filling in an online form on <https://bordeaux-mediation.fr/demande-de-mediation/>. Individual customers may also access the European online dispute resolution platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR>.**
- 5. In addition, in the event of legal action or any other action for recovery of debts by BORIE-MANOUX, the costs of summons, court costs, as well as lawyer's and bailiff's fees, and all ancillary costs shall be borne by the Customer at fault, as well as any costs related to or arising from the Customer's failure to comply with the terms of payment or delivery of the order in question.**

Article 15 - Execution of the General Terms and Conditions of Sale

- 1. The clauses of the General Terms and Conditions of Sale must all be applied in full, failing which the sale or service would not have been concluded.**
- 2. The fact that BORIE-MANOUX does not avail itself at a given time of any of these general conditions of sale may not be interpreted as a waiver of the right to avail itself of any of the said conditions at a later date.**

3. If any of the clauses of the General Terms and Conditions of Sale were to be declared null and void as a result of changes in legislation or case law, it would be deemed unwritten but would not entail the nullity of the other general terms and conditions of sale.

4. Agreements between BORIE-MANOUX and the Customer shall be performed in good faith.

Article 16 – Lack of foresight

BORIE-MANOUX and the Customer each waive their right to invoke the provisions of article 1195 of the Civil Code and the unforeseeable circumstances provided for therein, and undertake to fulfil their obligations even if the contractual balance is upset by circumstances that were unforeseeable when the sale was concluded, even if their performance proves excessively onerous, and to bear all the economic and financial consequences thereof.

Article 17 - Combating alcohol abuse

Article L3342-1 of the French Public Health Code prohibits the sale of alcohol to minors. By accepting these General Terms and Conditions of Sale, the Customer acknowledges that he/she is of legal age, has the required capacity to contract and purchase the Products offered and is aware of the warning below. BORIE-MANOUX may not be held liable under any circumstances if the Customer is a minor.

Warning: Alcohol is dangerous to your health. Drink in moderation.

Article 18 - Intellectual property

BORIE-MANOUX holds intellectual property rights and in particular trademarks, patents and copyrights on its logos, graphic charters, software, website, promotional and commercial material, etc. The fact of ordering a product from BORIE-MANOUX does not imply acquisition of said rights. Placing an order for a product with BORIE-MANOUX does not imply acquisition of the said rights. Any use, reproduction, representation, use, adaptation or modification of these rights is prohibited without the authorization of BORIE-MANOUX, which reserves the right to take legal action against any person who makes unauthorized use of its trademarks, patents, software, logos, documentation, graphic charter, website and other distinctive signs, as well as its image in general. The effects of this clause shall survive the expiry or termination of the contractual relationship.

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APPENDIX - PROVISIONS RELATING TO GUARANTEES

Legal guarantee of conformity

Article L.217-4 of the French Consumer Code :

"The goods conform to the contract if they meet the following criteria, where applicable:

- 1° It corresponds to the description, type, quantity and quality, in particular as regards functionality, compatibility, interoperability or any other characteristic provided for in the contract;
- 2° It is fit for any special purpose intended by the consumer, made known to the seller at the latest at the time of conclusion of the contract and accepted by the latter;
- 3° It is delivered with all accessories and installation instructions, which must be supplied in accordance with the contract;
- 4° It is updated in accordance with the contract.

Article L.217-5 of the French Consumer Code :

" I. In addition to the criteria for conformity with the contract, goods are deemed to conform if they meet the following criteria:

- 1° It is fit for the use normally expected of goods of the same type, taking into account, where appropriate, any provisions of European Union law and national law as well as any technical standards or, in the absence of such technical standards, specific codes of conduct applicable to the sector concerned;
- 2° Where applicable, it possesses the qualities which the seller presented to the consumer in the form of a sample or model before the conclusion of the contract;
- 3° Where applicable, the digital elements it contains are supplied in the most recent version available at the time the contract is concluded, unless the parties agree otherwise;
- 4° Where applicable, it is supplied with all the accessories, including packaging, and installation instructions that the consumer may legitimately expect;
- 5° Where applicable, it is supplied with updates that the consumer may legitimately expect, in accordance with the provisions of Article L. 217-19 ;
- 6° It corresponds to the quantity, quality and other characteristics, including durability, functionality, compatibility and safety, that the consumer can legitimately expect for goods of the same type, taking into account the nature of the goods as well as public statements made by the seller, by any person upstream in the chain of transactions, or by a person acting on their behalf, including in advertising or on labelling.

II. However, the seller is not bound by any of the public declarations mentioned in the preceding paragraph if he demonstrates :

- 1° That he did not know them and was not legitimately in a position to know them;
- 2° That at the time the contract was entered into, the public declarations had been corrected in conditions comparable to the initial declarations; or
- 3° That the public statements could not have influenced the purchase decision

III. The consumer may not contest the conformity by invoking a defect relating to one or more particular characteristics of the goods, which he was specifically informed deviated from the conformity criteria set out in this article, a deviation to which he expressly and separately consented when the contract was concluded".

Article L.217-7 of the French Consumer Code :

"Defects in conformity which appear within twenty-four months of delivery of the goods, including goods containing digital elements, shall, in the absence of proof to the contrary, be presumed to have existed at the time of delivery, unless this presumption is incompatible with the nature of the goods or of the defect claimed.

For second-hand goods, this period is set at twelve months.

Where the contract for the sale of goods containing digital elements provides for the continuous supply of digital content or a digital service, any lack of conformity that appears at the time of delivery of the goods shall be presumed to exist:

1° For a period of two years from delivery of the goods, where the contract provides for the goods to be supplied for a period of two years or less, or where the contract does not specify the period for which the goods are to be supplied;

2° During the period in which the digital content or digital service is provided under the contract, where the contract provides for the digital content or digital service to be provided for a period of more than two years.

Article L.217-8 of the French Consumer Code :

"In the event of a lack of conformity, the consumer has the right to have the goods repaired or replaced or, failing that, to have the price reduced or the contract rescinded, under the conditions set out in this sub-section.

The consumer also has the right to suspend payment of all or part of the price or delivery of the benefit provided for in the contract until the seller has fulfilled its obligations under this chapter, in accordance with articles 1219 and 1220 of the Civil Code.

The provisions of this chapter are without prejudice to the award of damages".

Article L.217-9 of the French Consumer Code :

"The consumer is entitled to demand that the goods be brought into conformity with the criteria set out in sub-section 1 of this section. The consumer shall ask the seller to bring the goods into conformity, choosing between repair and replacement. To this end, the consumer shall make the goods available to the seller.

Article L.217-10 of the French Consumer Code :

"The goods shall be brought into conformity within a reasonable period, which may not exceed thirty days following the consumer's request and without any major inconvenience to the consumer, taking into account the nature of the goods and the use intended by the consumer.

The repair or replacement of non-conforming goods includes, where applicable, the removal and return of the goods and the installation of the repaired or replacement goods by the seller.

A decree will specify the terms and conditions for bringing the property into compliance.

Article L.217-11 of the French Consumer Code :

"The goods are brought into conformity at no cost to the consumer. The consumer shall not be required to pay for the normal use made of the replaced goods during the period prior to their replacement".

Article L.217-12 of the French Consumer Code :

"The seller may not proceed according to the choice made by the consumer if the compliance requested is impossible or would entail disproportionate costs, particularly with regard to :

- 1° The value that the goods would have had if there had been no lack of conformity;
- 2° the significance of the lack of conformity; and
- 3° The possibility of opting for the other choice without any major inconvenience for the consumer.

The seller may refuse to bring the goods into conformity if this is impossible or would entail disproportionate costs, particularly with regard to 1° and 2°.

If these conditions are not met, the consumer may, after formal notice, pursue compulsory performance in kind of the solution initially requested, in accordance with articles 1221 et seq. of the French Civil Code.

Any refusal by the seller to proceed according to the consumer's choice or to bring the goods into conformity shall be justified in writing or on a durable medium".

Article L.217-13 of the French Consumer Code :

"Any goods repaired under the legal guarantee of conformity benefit from a six-month extension of this guarantee.

If the consumer chooses to have the goods repaired but this is not done by the seller, bringing the goods into conformity by replacing them will give rise to a new period of legal guarantee of conformity for the

replaced goods. This provision applies from the day on which the replacement goods are delivered to the consumer.

Article L.217-14 of the French Consumer Code :

"The consumer is entitled to a reduction in the price of the goods or to rescission of the contract in the following cases :

- 1° Where the trader refuses to comply ;
- 2° If compliance is not achieved within thirty days of the consumer's request or if it causes him a major inconvenience;
- 3° If the consumer definitively bears the cost of taking back or removing the non-conforming goods, or if he bears the cost of installing the repaired or replacement goods or the related costs;
- 4° If the non-conformity of the property persists despite the seller's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a reduction in the price of the goods or to rescission of the contract where the lack of conformity is so serious as to justify immediate reduction in the price or rescission of the contract. In such cases, the consumer is not obliged to ask for the goods to be repaired or replaced beforehand.

The consumer does not have the right to rescind the sale if the lack of conformity is minor, which is for the seller to demonstrate. This paragraph shall not apply to contracts in which the consumer fails to pay a price".

Article L.217-15 of the French Consumer Code :

"In the cases provided for in Article L. 217-14, the consumer shall inform the seller of his decision to obtain a reduction in the price of the goods. The reduction in price is proportional to the difference between the value of the goods delivered and the value of the goods in the absence of the lack of conformity.

Article L.217-16 of the French Consumer Code :

"In the cases provided for in article L. 217-14, the consumer shall inform the seller of his decision to cancel the contract. He shall return the goods to the seller at the latter's expense. The seller shall reimburse the consumer for the price paid and return any other benefits received under the contract.

If the lack of conformity relates only to certain goods supplied under the contract of sale, the consumer has the right to rescind the contract in respect of all the goods, even those not covered by this Chapter, if he cannot reasonably be expected to agree to keep only the goods which are in conformity.

For contracts mentioned in II of article L. 217-1, providing for the sale of goods and, on an ancillary basis, the supply of services not covered by this chapter, the consumer has the right to rescind the entire contract. Furthermore, in the case of a bundled offer within the meaning of article L. 224-42-2, the consumer has the right to rescind all the related contracts.

The respective obligations of the parties to the contract, mentioned in article L. 224-25-22 and relating to the consequences of termination for digital content and digital services, are applicable to the termination of a contract for the sale of goods containing digital elements".

Article L.217-17 of the French Consumer Code :

"The sums owed by the seller to the consumer under this sub-section shall be reimbursed as soon as the consumer receives the goods or proof that they have been returned, and no later than fourteen days thereafter.

The seller shall reimburse these sums using the same means of payment as the one used by the consumer to conclude the contract, unless the consumer expressly agrees otherwise and in any event at no additional cost".

Hidden defects guarantee

Article 1641 of the Civil Code:

"The seller is liable for any hidden defects in the item sold that render it unfit for its intended use, or that impair that use to such an extent that the buyer would not have purchased it, or would have paid a lower price for it, had he been aware of them.

Article 1642 of the Civil Code:

"The seller is not liable for defects that are apparent and of which the buyer has been able to convince himself".

Article 1643 of the Civil Code:

"He is liable for hidden defects, even if he did not know about them, unless he has stipulated that he will not be obliged to provide any guarantee".

Article 1644 of the Civil Code:

"In the case of articles 1641 and 1643, the buyer has the choice of returning the thing and having the price returned to him, or keeping the thing and having part of the price returned to him".

Article 1648, paragraph 1 of the Civil Code :

"Any action arising from prohibitive defects must be brought by the purchaser within two years of discovery of the defect."