

BV Vins Sàrl - General Terms and Conditions - English

1. Purpose and integration of the general Terms and Conditions of sale (T&C)

These Terms and Conditions apply to all contracts executed by and between BV Vins Sàrl (hereinafter referred to as "BV VINS") and any individual or legal entity (hereinafter the "Customer") (hereinafter collectively the "Parties") relating to the ordering and purchase of goods from BV VINS by the Customer, whether these contracts are concluded via the website operated by BV VINS (www.bvvins.com), by telephone or by any other communication means.

The Customer acknowledges having read these T&C before concluding any transaction with BV VINS. He/she declares to accept them in full, without any reserve.

The T&C apply not only to the transaction during which the Customer becomes aware of the T&C, but also to any subsequent contractual relationship between the Parties relating to the ordering and purchase of goods by the Customer from BV VINS.

2. Execution of contract

A sales contract is deemed to be executed between the Parties as soon as BV VINS confirms the Customer's order to the latter, in writing, electronically or by any other means, whether in an express or tacit way.

BV VINS reserves in particular the right to decline an order and/or to accept it only partially, without giving any reason. In such cases, BV VINS duly informs the Customer.

3. Client

By ordering goods from BV VINS, the Customer certifies that he/she is of major of age at his/her place of domicile and/or at the place where he/she orders the goods. The Customer further certifies that he/she is capable of discernment and is not subject to any curatorship restricting his/her right to make any contractual commitment.

4. Prices

The prices quoted and displayed by BV VINS do not include VAT and other taxes of any kind whatsoever.

Prices do not include delivery costs.

5. Payment and retention of title

The Customer can pay the orders based on invoice received by means of bank transfer or other mutually agreed upon payment method.

BV VINS reserves the right to restrict the customer's choice of payment means, without giving reasons.

Payment is due 30 days from invoice. Interest of 1.5% per month applies to overdue invoices.

If payment is not received within 30 days of invoice date, BV Vins reserves the right upon written notice, to cancel orders and the sales contract derived therefrom, 7 days after written notice is sent, unless payment in full is

received before the close of business on the seventh day. In case of cancellation of an order and related sales contract BV Vins is free to dispose of the goods at its entire discretion. Written notice may include both postal and electronic mail at the discretion of BV VINS.

All cancelled orders and contracts are subject to a 6% cancellation fee. Such fee may be deducted from any amount to be refunded to Customer.

All items are sold Ex-Cellars Le Mont-Sur-Lausanne, Switzerland, unless otherwise agreed. BV VINS retains title to the goods until full payment, including VAT and other taxes and charges of any kind whatsoever as well as any delivery costs. Title transfer in all goods shall pass to the Customer when full payment is made.

In case of cancellation of contract by BV VINS, it reserves the right claim the return of the goods, if they are already in the possession of the Customer.

6. Delivery and removal of goods

The goods can be delivered by BV VINS to the Customer, in Switzerland exclusively, or removed by the Customer directly from BV VINS' warehouse.

When the Parties have agreed that BV VINS will deliver the goods to the Customer, delivery times indicated by BV VINS are only indicative and not binding for BV VINS.

Unsuccessful attempts to deliver goods to the Customer will be invoiced to the latter.

Any change to order occurring after the preparation of the delivery results in the following additional costs: CHF 250.- per modified pallet; CHF 10.- per modified box.

When the parties agree that the goods will be removed by the Customer from BV VINS' warehouse, the Customer shall notify BV VINS at least 10 days in advance of the time when he intends to remove the goods.

BV VINS reserves the right to deliver or accept the removal of the goods only in return for payment of the sales price.

7. Control of the goods by the Customer

The Customer is obliged to check the state of the goods ordered as soon as they are received and to immediately notify BV VINS of any defects falling under the warranty provided for in Art. 8 of these T & C.

In the absence of such notice, the goods shall be deemed to be accepted by the Customer.

8. Warranty

BV VINS guarantees exclusively the authenticity of the goods sold, i.e. that the bottles sold contain the wine indicated on the label affixed to the bottle. Acceptance of returns for reason other than authenticity are at the sole discretion of BV Vins.

9. Images of illustration

The photographs of the products offered for sale by BV VINS and displayed on its website are given only for indicative and illustration purpose, without any commitment of BV VINS.

Photographs may not be perfectly similar to the product offered for sale, especially with regard to labels and vintages.

10. Applicable law and jurisdiction

All disputes between the Parties are subject to the exclusive jurisdiction of the competent courts at the registered office of BV VINS. Swiss law is applicable.

11. Amendment to the T&C

These terms and conditions may be modified by BV VINS at any time and without notice.