

L'Assemblage Ltd

General Terms & Conditions of Sale (The "Conditions")

The Conditions shall govern any contract ("Contract") between L'Assemblage Limited, a company registered in England and Wales with company number 3135796 and whose registered office is at The Old Steppe House, Brighton Road, Godalming, Surrey, GU7 1NS (the "Company") and the customer (the "Purchaser") for the ordering and supply of the goods (the "Goods"). These Conditions shall prevail over any other terms unless the Company and the Purchaser expressly agree otherwise in writing.

These Conditions shall apply to all of the Company's sales and no variation of these Conditions shall have effect unless expressly agreed in writing and signed by a director of the Company. The Purchaser acknowledges that it has not relied on any statement, promise or representation made or given by, or on behalf of, the Company which is not set out in the Conditions or in writing and expressly confirmed by the Company. These Conditions do not constitute an offer for sale.

1. DESCRIPTION OF GOODS, PRICES AND AVAILABILITY

1.1 All prices quoted by the Company are exclusive of VAT and subject to alteration by the Company without notice at any time prior to acceptance of the Purchaser's purchase order by the Company.

1.2 Duty and taxes will be charged at the rates prevailing at the time of dispatch.

1.3 No warranty expressed or implied exists concerning the marketability, quality or condition of the products for sale. However every effort is made to verify the authenticity and provenance of the products for sale. Any photographic evidence we have concerning the external bottle condition is available on request, however the contents cannot be guaranteed due to the nature of the product.

1.4 The goods are subject to availability. If, on receipt of the Purchaser's order, the goods ordered are not available, the Company will inform the Purchaser as soon as possible, and refund or re-credit the Purchaser for any sum that has been paid for the goods.

1.5 In the event that the Purchaser has placed an order for a product of a specified vintage and sufficient quantities of the product of such vintage are not available to satisfy the order, the Company reserves the right either to refuse the order or to fulfil it with product of a comparable vintage and to invoice the Purchaser the price applicable to the replacement vintage.

1.6 The Company may decline to accept an order in the event that acceptance would result in the Purchaser exceeding its agreed credit limit.

1.7 No contractual obligation binding on the Company shall arise until the Company (a) sends written acceptance of an order, which may be by email, or (b) despatches the Goods.

2. DELIVERY

2.1 Any dates quoted by the Company for delivery are approximate. Where no date is quoted, delivery will take place within a reasonable time of the Company's acceptance of the order. Delivery shall be made by the Company to an address specified by the Purchaser and agreed by the Company. The Company shall not be responsible for any loss or damage howsoever caused by delivery in compliance with this clause, including, but not limited to, loss or damage caused by or arising from late or delayed delivery.

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3. RISK AND TITLE TO GOODS

3.1 Risk in the Goods passes to the Purchaser on delivery (which expression includes collection by the Purchaser or any agent or other person or entity acting on its behalf).

3.2 Ownership of the Goods shall not pass to the Purchaser until the Company has received payment in full of all sums owed to it by the Purchaser in cleared funds whether due or not (a) in respect of the Goods and (b) in respect of any other goods or services supplied by the Company to the Purchaser and (c) which are otherwise owed to the Company by the Purchaser.

Until ownership passes to the Purchaser, the Purchaser will (a) hold the Goods as the Company's agent; (b) store the Goods separately from all other goods of the Purchaser or any third party and properly mark the Goods as belonging to the Company; and (c) maintain the Goods in a satisfactory condition and insured on the Company's behalf for their full price against all risks, including but not limited to theft and destruction by whatever cause, to the reasonable satisfaction of the Company. Evidence of such insurance will be provided by the Purchaser upon request.

3.3 The Purchaser may resell the Goods before ownership has passed to it solely on the condition that any sale shall be effected in the ordinary course of the Purchaser's business at full market value and that any such sale shall be a sale of the Company's property on the Company's behalf.

3.4 The Purchaser agrees that prior to payment, whether due or not, for the Goods in the possession of the Purchaser, the Company shall be entitled to enter any premises where the Goods may be and recover possession of them.

4. SALE OR RETURN

4.1 Goods are not supplied on a sale or return basis and therefore cannot be returned once delivery has been effected unless expressly agreed in writing by the Company or in accordance with Clause 6 of these Terms and Conditions.

5. STORAGE AND DISPLAY

5.1 The Purchaser agrees to store and, as appropriate, display the Goods in conditions appropriate for preserving the quality of the Goods and their external appearance.

5.2 The Company will not be liable (whether in contract, tort, negligence or otherwise) for any loss or damage to the Purchaser in the event that the Purchaser fails to comply with its obligations under this Clause.

6. COMPLIANCE WITH ORDER AND CANCELLATIONS

6.1 Upon delivery of the Goods, it is the Purchaser's obligation immediately to examine whether the quantity matches the number on the delivery note and the condition of the Goods. In case of any differences in description of Goods, missing Goods or physically damaged Goods, the Company will not be liable to the Purchaser unless the Purchaser has noted any and all such differences, missing Goods or damage on the delivery note or recorded them in specific detail in an email to the Company within 48 hours of delivery. Any and all physically damaged Goods must be retained by the Purchaser for inspection by the Company.

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6.2 Where the Company is satisfied that the claims relating to the matters set out at clauses 6.1 are correct, the Company shall (at its sole option) either replace the Goods in question or refund any sums paid by the Purchaser in respect of the Goods in question but the Company shall, subject to clause 6.3, have no further liability (whether in contract, tort, negligence or otherwise) to the Purchaser in respect of the same.

6.3 The Company does not limit or exclude its liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

6.4 Subject to clause 6.3, the Company shall have no liability under the Contract (whether in contract, tort, negligence, breach of statutory duty or otherwise) for any indirect, consequential or special loss (including, without limitation, loss of business, loss of goodwill and loss of reputation) or loss of profits.

6.5 Except for the type of liability referred to at clause 6.3 and liability for defective products under the Consumer Protection Act 1987, the Company's total liability in respect of any contractual breach or representation, statement or tortious act or omission (including, without limitation, negligence) arising under or in connection with the Contract (a "Default") shall not exceed the total sums paid or payable by the Purchaser to the Company in respect of the quantities of Goods to which the Default relates.

6.6 Orders for goods invoiced to EU private individuals may be cancelled by the Purchaser within 14 days of receipt of the goods, providing a request to cancel is received in writing. A full refund will be offered providing the goods are returned in perfect condition. If returned Goods are not deemed to be in a saleable condition they will be returned to the Purchaser who will be charged for re-delivery. Any cancelled order will be refunded within 30 days from receipt of the Goods in to our warehouse. A charge for collections will be payable.

7. FORCE MAJEURE

7.1 Force majeure shall include all events beyond the Company's reasonable control, including without limitation, fire, war, riots, civil disturbances, local or national strike, missing, deficient or delayed delivery from sub-suppliers, lack of labour and/or fuel, restriction of trade or currency, government intervention, etc. The Company shall be under no obligation to notify the Purchaser of the occurrence of the force majeure circumstances.

7.2 If performance of the Company's obligations is delayed or hindered by circumstances amounting to force majeure, the Company's duty to perform its obligations shall be suspended for as long as those circumstances continue and the time for such performance shall be extended accordingly. If performance of the Company's obligations becomes uneconomic or impossible due to circumstances amounting to force majeure, the Contract shall be cancelled and the Company and the Purchaser returned as closely as may be reasonably achieved to the positions in which they were before the Contract.

7.3 If the circumstances giving rise to force majeure continue for a period of six months, then either the Company or the Purchaser can terminate the Contract without liability to the other.

8. PAYMENT

8.1 Payment is due on the date of invoicing, unless otherwise agreed. Without prejudice to its other rights and remedies, the Company reserves the right to withhold supplies and to suspend any

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further deliveries in the event that payment is overdue. In the event that payment remains outstanding, the Company may cancel the order without prejudice to its right to collect all money outstanding from the Purchaser.

8.2 If payment is not made by the due date, then all monies due to the Company in respect of the sale of other goods whenever sold by the Company to the Purchaser shall become immediately due and payable. If payment is not made by the due date, the Company may, without prejudice to its other rights and remedies, appropriate to the Goods any payment made by the Purchaser in respect of any other contract made between the Company and the Purchaser.

8.3 Without prejudice to its other rights and remedies, interest at the rate of 2% above the Bank of England base rate shall be paid by the Purchaser on any and all sums due but unpaid commencing on the day immediately following the due date.

9. CONFIDENTIALITY

9.1 Each party to the Contract shall keep strictly confidential all information concerning the business and affairs of the other, obtained from the other, either pursuant to the Contract or prior to and in contemplation of it, shall use the same exclusively for the purposes of the Contract, and shall disclose the same only to those of its directors and employees to whom and to the extent that such disclosure is reasonably necessary for the purposes of the Contract.

9.2 The obligations of clause 9.1 above shall survive the expiry or termination of the Contract but shall not apply to any information which: (a) the recipient can demonstrate was already in its possession and at its free disposal prior to receipt under the circumstances mentioned at clause 9.1; (b) is subsequently disclosed to the recipient without any obligation of confidence by a third party who has not derived it directly or indirectly from the disclosing party; (c) enters the public domain through no act or default of the recipient, its agents or employees; or (d) is required by law to be disclosed.

10. APPLICABLE LAW AND VALIDITY; WAIVER

10.1 The contract shall in all respects be governed by, and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English courts. Any provision hereof which is void or unenforceable under any applicable law shall be deemed severed from the Contract to the extent of such invalidity or unenforceability and shall not affect the enforceability of any other provision of the Contract.

10.2 Any waiver by either party of any breach of, or any default under, any provision of the Contract by the other will not be deemed a waiver of any subsequent breach or default and will in no way affect the enforceability of other terms of the Contract.

11. BRIBERY ACT 2010

11.1 Both parties will comply with the provisions of the UK Bribery Act 2010.