

CLUB MAGNUM GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1 - Scope

These General Terms and Conditions of Sale (“the GTCS”) apply unrestrictedly and unreservedly to all sales concluded between CLUB MAGNUM (“the Vendor”) and consumers and non-professional buyers (“The Customers or Customer”) seeking to purchase the products proposed for sale by the Vendor (“The Products”).

The GTCS set out in particular the terms and conditions under which the Products ordered by the Customers are ordered, paid for and delivered and any returns managed.

The key features of the Products and particularly the prices, specifications, illustrations and information concerning the size and capacity of the Products are presented in the “CLUB MAGNUM” catalogue, which may take the form of a simple email or a document in a “pdf” file format, and on the website <https://clubmagnum.com>.

The Customer must read the GTCS before placing any orders.

The Customer has sole responsibility for the choice and purchase of a Product.

The photographs and graphics shown in the catalogue and on the website <https://clubmagnum.com> are not contractually binding and the Vendor may not be held liable for them.

The Customer must refer to the description of each Product for information about its properties and key features.

The Product offers are understood to be subject to available stocks, as specified when an order is placed.

The Vendor’s contact details are as follows: SAS CLUB MAGNUM – Company capital: 20.000 € – Registered office: 37 rue Elsa Triolet, Parc Valmy - 21000 DIJON – RCS DIJON 843 903 881 – Intracommunity VAT: FR15843903881 – Telephone: +33 (0) 7 85 14 49 68.

The GTCS apply to the exclusion of any other terms and conditions, and particularly those that apply to sales in shops or via other distribution and sales circuits. The GTCS may be accessed at any time on the website <https://clubmagnum.com> and will prevail over any other version or contradictory document.

The Customer declares that he has read these GTCS and accepted them by signing the order form available in the catalogue or by ticking the box provided before embarking on the online order procedure, along with the general terms and conditions for using the website <https://clubmagnum.com>.

As the GTCS may be amended at a later date, the version applied to the Customer’s purchase is that which was in force on the website on the date on which the order was placed.

Unless proven to the contrary, the information recorded in the Vendor’s computer system constitutes evidence of all the transactions concluded with the Customer.

In confirming the order, the Customer confirms his unrestricted and unreserved acceptance of these GTCS.

The Customer acknowledges that he has the required capacity to enter into a contract and purchase the Products proposed on the website <https://clubmagnum.com>.

If ordering from a country other than Metropolitan France, the Customer is the importer of the Product(s) concerned.

The price for all the Products sent outside the European Union and French Overseas Departments and Territories will be automatically calculated ex-VAT on the invoice.

Customs duties or other local taxes or import duties or government taxes may be payable. The Customer has sole responsibility for paying them.

Amendments to these GTCS are enforceable on all SAS CLUB MAGNUM Customers and users of the website <https://clubmagnum.com> from the moment they are put online and may not be applied to any transactions concluded previously.

ARTICLE 2 - Orders

Only Customers who are CLUB MAGNUM members and are up-to-date with their subscription fee may order the Products. The terms and conditions and arrangements for joining CLUB MAGNUM are set out in the Members' Charter and on the website <https://clubmagnum.com>. On filling in the order form, the Customer certifies by ticking the box provided that he is of adult age on the date of the order.

The Customer is responsible for selecting the Products that he wishes to order from the catalogue or on the website <https://clubmagnum.com/>, in accordance with the following procedures: To place an order, the Customer undertakes to fill in the order form carefully and accurately. He undertakes to provide full information under each of the headings required for the proper processing of his order: choice of Products; required quantity of Products; the invoicing address; choice of delivery date, time and address; choice of payment method; check and confirm the order; pay for the order in accordance with the defined terms and conditions.

When the Customer places his first order, he must choose a username and password, which will act as proof of the Customer's identity and bind him to any order that he has placed. The Customer has sole responsibility for his username and password and must bear all the consequences that may arise from their use by any third party who becomes aware of them, unless he can prove that such knowledge of his username and password is the result of fault on the Vendor's part. If he forgets his username and password, the Customer has the use of a function on the Site that allows him to retrieve his username and choose a new password.

The contractual information is presented in French and is confirmed at the latest at the moment when the Customer confirms the order. The Product offers are valid for as long as they are visible on the Site, subject to available stocks. The sale will not be considered firm and final until the Vendor has sent the Customer an email confirming his acceptance of the order and after he has received payment of the price in full or any deposit that may be due.

For orders placed only via the Internet, an order is recorded on the Vendor's site when the Customer accepts these GTCS by ticking the box provided and confirms his order.

The Customer has an opportunity to check the details of his order and its total price and to correct any errors before confirming his acceptance (article 1127-2 of the Civil Code). This confirmation implies acceptance of all these GTCS and constitutes proof of the sales contract.

The Customer must therefore check that the order is accurate and notify any errors immediately.

All orders placed on the website <https://clubmagnum.com> or using the order form printed in the catalogue constitute the establishment of a contract concluded at a distance between the Customer and the Vendor.

All orders must be confirmed by the Vendor in an email sent to the Customer before they can be considered to have been accepted. The Vendor's order acceptance email will contain information concerning the estimated delivery time for the Products: this may vary according to whether or not the Products are available from the manufacturer.

An order is firm and final and may not be changed (subject to compliance with the Customer's right of withdrawal) once it has been accepted by the Vendor.

The Vendor reserves the right to cancel or refuse any order from a Customer with whom he is in dispute over payment for a previous order or if the ordered product is no longer available. The Customer may track the progress of his order on the website <https://clubmagnum.com>. The Vendor is not in a position to sell the Products on the website <https://clubmagnum.com> to professionals: he

may only sell to consumers or non-professionals for their own personal needs. The Vendor therefore reserves the right to refuse orders for large quantities of the same Product and concerning more bottles than the Vendor's stock permits, as all commercial proposals relating to the Products are issued subject to available stocks.

The Customer may not cancel an order once the withdrawal deadline has passed, except in a case of force majeure. However, the Vendor reserves the right to agree, if he wishes, to a Customer's request for an order to be cancelled. If the Customer cancels the order, following its acceptance by the Vendor, for any reason whatsoever other than the exercise of the right of withdrawal or force majeure, less than 2 weeks at least before the scheduled date for the supply of the ordered Products the Vendor will have the right to invoice the Customer the equivalent of 30% of the total value of the purchase in respect of damages and compensation for the losses suffered.

ARTICLE 3 - Prices

The Products are supplied at the current prices as shown in the catalogue and/or on the website <https://clubmagnum.com> when the Vendor recorded the order. Prices are shown in Euros, ex-VAT and inclusive of VAT.

The prices reflect any discounts that the Vendor may grant. They are firm and may not be revised during their validity period, which is shown in the catalogue and/or on the website <https://clubmagnum.com>. However, the Vendor reserves the right to change his prices at any time outside this validity period. The prices do not include order processing, shipping, transport and delivery costs, which are invoiced extra under the terms and conditions set out in the catalogue and/or on the website <https://clubmagnum.com> and calculated prior to confirmation of the order. The payment requested of the Customer corresponds to the total cost of the purchase, including these extra costs. Any special orders on the part of the Customer may be considered. In this case, an estimate will be drawn up which the Customer must accept in advance. Estimates drawn up by the Vendor are valid for the period indicated above.

An order based on an estimate is not considered to have been accepted until the total cost of the said order has been paid in full.

The Vendor draws up an invoice and hands it over to the Customer in exchange for payment for the ordered Products.

ARTICLE 4 – Payment terms

The price is payable in cash and in full on the day on which the Customer places the order, via a bank transfer to the Vendor's account, details of which follow:

Account-holder: S.A.S. CLUB MAGNUM

Domiciliation: CAE VITI BEAUNE

Bank code: 11006

Branch code: 21054

Account number: 52152156014

Key: 15

IBAN (International bank account number)

FR76 1100 6210 5452 1521 5601 415

BIC code (Bank Identification Code) - SWIFT Code

AGRIFRPP810

The bank transfer order given by the Customer to his bank must specify the invoice number and the customer account number to enable the Vendor to attach the payment to the order.

The payments made by the Customer will not be considered to be final until the Vendor has actually collected the sums due.

The Vendor will not be bound to deliver the Products ordered by the Customer if the latter has not paid the price in full in accordance with the terms and conditions set out above.

If the sums due from the Customer have not been paid after the payment date shown on the invoice sent to him, he will be bound by law to pay a late-payment penalty based on the interest rate applied by the Central European Bank to its most recent refinancing operation plus 20 percentage points, this rate not being less than 3 times the legal interest rate, plus a minimum 40 € payment to cover recovery costs.

The late-payment interest is due if the Customer goes beyond the settlement deadline shown on the invoice; no reminder is required. The delay in payment will mean that all sums due by the Customer will become immediately payable, without prejudice to any other action that the Vendor may have the right to take against the Customer in this matter.

The payments made by the Customer will not be considered to be final until the Vendor has actually collected the sums due. Furthermore, if the Customer fails to comply with the payment terms set out above, the Vendor reserves the right to suspend or cancel delivery of the Customer's orders in progress.

The Customer may not be invoiced any extra costs above and beyond those borne by the Vendor for the use of a means of payment.

Until the Customer has paid the price in full, the Vendor retains a right of title over the Products sold which allows him to retake possession of the said Products.

ARTICLE 5 – Deliveries

The Products ordered by the Customer will be delivered in Metropolitan France within 10 days of the order being shipped, to the address indicated by the Customer in his order. For all deliveries outside Metropolitan France, the Vendor will draw up an estimate to fix the applicable transport costs and delivery times. Delivery is constituted by the transfer to the Customer of physical possession of or control over the Product.

Except in special cases or if one or more of the Products are not available, the ordered Products will be delivered in a single consignment.

The Vendor undertakes to do his utmost to deliver the Products ordered by the Customer within the specified times. However, these delivery times are given for guidance purposes only. If the ordered Products have not been delivered within 60 days of the guideline delivery date, for any reason other than force majeure or fault on the Customer's part, the sale may be cancelled at the Customer's written request under the terms and conditions set out in articles L. 216-2, L. 216-3 and L. 241-4 of the Consumer Code. The sums paid by the Customer must then be returned to him within 14 days at the latest of the contract cancellation date, to the exclusion of any compensation or deduction.

The Products will be delivered by an independent carrier to the address given by the Customer in the order and to which the carrier can easily gain access. If the Customer has decided to use a carrier that he has chosen himself, delivery is considered to have been completed when the Products sold by the Vendor have been handed over to the carrier who has accepted them without reservation.

The Customer therefore acknowledges that it is the carrier's responsibility to carry out the delivery and that he has no claim against the Vendor if a problem arises concerning the transported goods.

If the Customer makes a special request, duly accepted in writing by the Vendor, concerning the conditions under which the ordered products are packed or transported, the related costs will be charged on a separate invoice based on an estimate previously accepted in writing by the Customer.

The Vendor also offers free delivery to the JF HILLEBRAND France warehouse at 11 rue Louis et Gaston Chevrolet - 21200 VIGNOLES. The Customer must check the condition of the delivered

Products. He has a period of 2 working days from the date of delivery in which to express any reservations or claims concerning non-compliance or visible defects in the delivered Products (e.g. parcel damaged, already open, etc.) by post or email, along with all supporting evidence (particularly photos). Beyond this deadline and if he has not complied with the formalities, the Products will be considered to be compliant and free from visible defects and the Vendor will not accept any claims. The Vendor will, as soon as possible and at his own expense, refund or replace the delivered Products that have been duly proven by the Customer to be non-compliant or to contain visible or hidden defects, in accordance with the terms and conditions set out in articles L. 217-4 and following of the Consumer Code and those set out in these GTCS.

ARTICLE 6 – Transfer of ownership – Transfer of risk

Ownership of the Vendor's Products will not be transferred to the Customer until after the latter has paid the price in full, regardless of the date on which the said Products are delivered. Whatever the date on which ownership of the Products is transferred, the related transfer of the risk of loss or damage will not take place until the moment at which the Customer takes physical possession of the Products. The Products are therefore transported at the Vendor's risk.

ARTICLE 7 - Right of withdrawal

In accordance with the legal provisions in force, the Customer has a period of 14 days from the date on which he receives the Product in which to inform the Vendor that he wishes to exercise his right of withdrawal, without having to give reasons or pay a penalty, with a view to an exchange or a refund, on the condition that the Products are returned in perfect condition, in their original packaging, within 14 days of his notifying the Vendor of his withdrawal decision.

The Products must be returned complete and in their original condition (packaging, accessories, user instructions, etc.) so that they can be put back on sale in new condition, along with the purchase invoice.

Damaged, soiled or incomplete Products will not be taken back. The Customer may exercise his right of withdrawal via the withdrawal form available in the catalogue and on the website <https://clubmagnum.com>, in which case the Vendor will immediately send the Customer an acknowledgement of receipt on a durable medium, or via any other form of unambiguous statement expressing his wish to withdraw.

If the right of withdrawal is exercised within the above-mentioned deadline, only the price of the Product(s) purchased and the delivery charges will be refunded; the Customer must bear the cost of the return(s). Exchanges, subject to availability, or refunds will take place within a maximum of 30 days of the Vendor's receipt of the Products returned by the Customer under the terms and conditions set out in this article.

ARTICLE 8 – The Vendor's liability – Guarantee

The Products sold in the catalogue and on the website <https://clubmagnum.com> comply with the regulations in force in France and their performance is compatible with non-professional use.

The Products supplied by the Vendor are covered as of right and without extra payment, independent of the right of withdrawal and in accordance with the legal provisions, by:

- the legal compliance guarantee, for Products that are clearly defective or damaged or do not correspond to the order,
- the legal guarantee against hidden defects caused by a material, design or manufacturing fault affecting the delivered products and making them unfit for use under the conditions and in accordance with the procedures set out in the boxed text below and defined in the appendix to these General Terms and Conditions of Sale (Compliance Guarantee / Hidden Defects Guarantee).

Under the legal compliance guarantee, the Customer has a period of two years from the date on which the goods are delivered in which to take action against the Vendor;

- he may choose between the repair or replacement of the Product ordered, subject to the cost conditions referred to in article L. 217-9 of the Consumer Code;

- he is not required to show proof of the existence of the Product's lack of compliance in the six months following the delivery of the Product. This period is extended to 24 months from 18 March 2016, except for second-hand goods.

The legal compliance guarantee applies independently from the commercial guarantee that may cover the Product. The Customer may decide to implement the guarantee covering hidden defects in the Product in accordance with article 1641 of the Civil Code; in this case, he may choose to either cancel the sale or request a reduction in the sale price, in accordance with article 1644 of the Civil Code.

In order to assert his rights, the Customer must inform the Vendor in writing of the non-compliance of the Products within a maximum of 2 days following the delivery of the Products or the existence of the hidden defects within the above-mentioned deadlines and return the defective Products or bring them back to the shop in the condition in which they were received, along with all the other elements (accessories, packaging, user instructions, etc.).

The Vendor will refund or replace the Products or parts covered by the guarantee that are considered to be non-compliant or defective, or will have them repaired.

Shipping costs will be refunded on the basis of the price invoiced and return costs will be refunded on presentation of the supporting documents.

Refunds for Products considered to be non-compliant or defective will be sent as soon as possible and, at the latest, within 14 days of the Vendor certifying the existence of the non-compliance or hidden defect.

The refund will be in the form of a credit to the Customer's bank account or a bank cheque sent to the Customer.

The Vendor may not be held liable in the following cases:

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

- incorrect use, use for professional purposes, negligence or lack of maintenance on the Customer's part, normal wear and tear of the Product, accident or force majeure.

In all cases, the Vendor's guarantee is limited to the replacement or refund of the non-compliant or defective Products.

ARTICLE 9 – Data Protection and Privacy - Personal Data management

The Customer is informed of the regulations concerning marketing communication, the Law of 21 June 2014 relating to confidence in the Digital Economy, the French Data Protection Act of 6 August 2004 and the General Data Protection Regulation (GDPR: no. 2016-679).

In application of Law no. 78-17 of 6 January 1978, the personal data requested from the Customer is required in particular for the processing of his order and for drawing up invoices. These data may be passed on to the Vendor's partners responsible for the fulfilment, processing, management and payment of the orders.

The processing of the information communicated via the website <https://clubmagnum.com> has been declared to CNIL.

9.1 Personal Data collection coordinators

For the Personal Data collected while setting up the Customer's personal account and during his browsing on the website, the Personal Data processing coordinator is: CLUB MAGNUM, represented by its legal representative Mr. Michael LAING.

As the processing coordinator for the data that he collects, he undertakes to comply with the framework of the legal provisions in force. He is responsible in particular for establishing the purposes for which the data are processed, for providing his prospects and Customers, based on collecting their consent, with full information about the processing of their Personal Data and for keeping a processing register that reflects the reality of the situation.

Every time that CLUB MAGNUM processes Personal Data, it takes all reasonable steps to ensure the accuracy and relevance of the Personal Data with regard to the purposes for which it is processing them.

9.2 Intended uses of the collected data

CLUB MAGNUM may process all or part of the data in order to:

- support browsing on the Site and the management and traceability of the services ordered by the user: connection and Site usage data, billing, order history, etc,
- prevent and fight against computer fraud (spamming, hacking...): computer equipment used for browsing, IP address, password,
- improve browsing on the Site: connection and usage data,
- carry out optional satisfaction surveys on the Site,
- run communication campaigns (SMS, email): telephone number, email address.

CLUB MAGNUM does not sell the collected Personal Data, which are used only out of necessity or for statistical and analytical purposes.

9.3 Right to access, correct and oppose the use of Personal Data

In accordance with the European regulations in force, Users of the Site have the following rights:

- the right to access (article 15 GDPR), correct (article 16 GDPR), update and complete User data;
- the right to block or erase personal User data (article 17 GDPR) where they are inaccurate, incomplete, equivocal or out of date, or where their collection, use, communication or storage is prohibited;
- the right to withdraw a consent at any time (article 13-2c GDPR);
- the right to limit the processing of User data (article 18 GDPR);
- the right to oppose the processing of User data (article 21 GDPR);
- the right to the portability of the data that Users have provided, where these data undergoes automatic processing based on their consent or on a contract (article 20 GDPR);
- the right to decide what happens to the User data after their death and to choose the person to whom the website must communicate their data (or not).

When CLUB MAGNUM becomes aware of a Customer's death or liquidation/disappearance and, if he has left no instructions, it undertakes to destroy his data unless it turns out to be necessary to keep them for purposes of proof or to meet a legal obligation.

If the Customer wishes to know how CLUB MAGNUM uses his Personal Data, to ask to correct them or to oppose their processing, he may contact Michaël LAING in writing at the following address: SAS CLUB MAGNUM, Mr. Michaël LAING, 37 rue Elsa Triolet, Parc Valmy – 21000 DIJON.

In this case, the Customer must specify which Personal Data he would like CLUB MAGNUM to correct, update or delete and must identify himself using a copy of his identity card or passport).

Requests to delete Personal Data will be subject to the obligations imposed on CLUB MAGNUM by the law, particularly relating to document storage or archiving.

Finally, Users of the website may lodge a complaint with the control authorities, particularly CNIL (<https://www.cnil.fr/fr/plaintes>).

9.4 Non-communication of Personal Data

The website undertakes not to process, host or transfer the Information collected from its Customers to a country outside the European Union or recognised as unsuitable by the European Commission without first informing the Customer.

Nevertheless, CLUB MAGNUM remains free to choose its technical and commercial subcontractors on the condition that they offer sufficient guarantees in relation to the requirements of the General Data Protection Regulation (GDPR: no. 2016-679).

CLUB MAGNUM undertakes to take all the necessary precautions to protect the security of the Information and in particular to ensure that it is not communicated to unauthorised persons. However, if CLUB MAGNUM is made aware of an incident affecting the integrity or confidentiality of the Customer's Information, it must inform the Customer as soon as possible and let him know what steps have been taken to correct the problem. Furthermore, CLUB MAGNUM does not collect any sensitive data.

The Customer's Personal Data may be processed by CLUB MAGNUM subsidiaries and subcontractors (service providers) for the sole purpose of fulfilling the aims of this policy.

Within the limits of their respective responsibilities and for the purposes mentioned above, the individuals most likely to have access to website Customer data are mainly our customer service employees.

ARTICLE 10 - Intellectual property

The content of the website <https://clubmagnum.com> is the property of the Vendor and his partners and is protected by French and international intellectual property law.

All total or partial reproduction of this content is strictly prohibited and may well be considered to be an infringement of intellectual property rights.

Furthermore, the Vendor remains the owner of all the intellectual property rights over the photographs, presentations, studies, drawings, models, prototypes, etc, produced (even at the Customer's request) with a view to supplying Services to the Customer. The Customer therefore undertakes not to reproduce or use the said studies, drawings, models and prototypes, etc, without the Vendor's prior, written, express consent, which may be given in exchange for financial compensation.

ARTICLE 11 - Unpredictability

These General Terms and Conditions of Sale expressly exclude the statutory unpredictability regime referred to in article 1195 of the Civil Code for all transactions involving the Sale of the Vendor's Products to the Customer. The Vendor and the Customer both renounce the right to invoke the provisions of article 1195 of the Civil Code and the unpredictability regime referred to therein and undertake to assume their obligations even if the contractual balance is upset by circumstances that could not be foreseen when the sale was concluded, even if their performance were to prove excessively costly, and to bear all the economic and financial consequences.

ARTICLE 12 – Defence of non-performance

In application of article 1219 of the Civil Code, either Party may refuse to perform his obligation, even if this is due, if the other Party does not perform his own and if this non-performance is sufficiently serious, i.e. likely to raise concerns about the pursuit of the contract or to fundamentally disrupt its financial balance. The suspension of performance will take immediate effect on the defaulting Party's receipt of the notice of default sent by the Party who is the victim of the default, indicating his intention to apply the defence of non-performance for as long as the defaulting Party has not rectified the situation, notified by registered letter with a request for acknowledgement of receipt or any other durable written medium providing proof of delivery.

This defence of non-performance may also be used preventively, in accordance with the provisions of article 1220 of the Civil Code, if it becomes evident that one of the Parties will not perform his

obligations by the due date and that the consequences of this non-performance are sufficiently serious for the Party who is the victim of the default.

This option is used at the risk of the Party taking the initiative.

The suspension of performance will take immediate effect on the receipt by the Party presumed to be in default of the notice of intention to apply the preventive defence of non-performance until the Party presumed to be in default performs the obligation for which a future default is evident, notified by registered letter with a request for acknowledgement of receipt or any other durable written medium providing proof of delivery.

ARTICLE 13 - Force majeure

The Parties may not be held liable of the non-performance or the delay in performing any one of their obligations as described in these GTCS is the consequence of a case of force majeure, under the terms of article 1218 of the Civil Code.

ARTICLE 14 – Contract termination

14.1 – Termination due to force majeure

Termination as of right due to force majeure may not take place until 14 days after formal notice has been sent by registered letter with a request for acknowledgement of receipt or any extrajudicial document. This formal notice must mention the intention to apply this clause.

14.2 - Termination due to a Party's breach of its obligations

If either Party fails to fulfil one of its obligations under these GTCS, the contract may be terminated at the discretion of the injured Party. It is expressly understood that this termination due to a Party's failure to fulfil its obligations will take place as of right 14 days after formal notice to meet his obligations has been sent and remained totally or partially unanswered.

The formal notice may be sent by registered letter with a request for acknowledgement of receipt or any extrajudicial document. It must mention the intention to apply this clause.

14.3 – Provisions common to cases of termination

The Parties expressly agree that the debtor of an obligation to pay under the terms of this agreement may be legitimately served with formal notice by the sole fact that an obligation is due, in accordance with the provisions of article 1344 of the Civil Code.

In all cases, the injured Party may petition the court for damages.

ARTICLE 15 - Applicable law - Language

These GTCS and the transactions that arise therefrom are governed by and subject to French law.

They are drawn up in French. If they are translated into one or more foreign languages, only the French text will be valid in the event of a dispute.

ARTICLE 16 - Disputes

Any disputes to which the buying and selling transactions concluded in application of these General Terms and Conditions of Sale may give rise concerning their validity, interpretation, performance, termination, consequences and repercussions and which have not been resolved between the Vendor and the Customer will be referred to the competent courts under the conditions laid down by common law.

The Customer is informed that he may, in all cases, resort to conventional mediation, particularly through the "Commission de la Médiation de la Consommation" – *Consumer Mediation Tribunal* (Article L. 612-1 of the Consumer Code) or to one of the existing sector-based mediation tribunals, details of which are shown on the website <https://clubmagnum.com>, or to other alternative ways of settling differences (e.g. arbitration) in the event of a dispute.

ARTICLE 17 – Precontractual information - Customer acceptance

The Customer acknowledges that, prior to purchase, placing his order and concluding the contract, he has been offered a clear, comprehensible version of these General Terms and Conditions of Sale and all the information listed in article L.221-5 of the Consumer Code, and particularly the following information:

- the key features of the Product,
- the price of the Products and other related costs (e.g. delivery);
- if the contract is not performed immediately, the date or deadline by which the Vendor agrees to deliver the Product,
- information relating to the Vendor's identity, postal address, telephone number and email address and his activities, if they are not already apparent from the context,
- information relating to the legal and contractual guarantees and how they are brought into play,
- the functionalities of the digital content and, where relevant, its interoperability,
- the possibility of resorting to conventional mediation in the event of a dispute.

The fact that a private individual or legal entity places an order on the website

<https://clubmagnum.com> implies full acceptance of these GTCS and an obligation to pay for the Products ordered. The Customer expressly acknowledges this and renounces the right to invoke any contradictory document, which would not be binding on the Vendor.

ARTICLE 18 – Protection of minors – Advertising – The buyer's capacity

In accordance with article L. 3342-1 of the Public Health Code which states: "The sale of alcoholic drinks to minors is prohibited. It is also prohibited to offer such drinks free of charge to minors in licensed premises and all shops or public buildings. The person serving the drink may ask the customer to show proof of his age". Any buyer must declare that he is at least 18 years old and has the legal capacity or holds a legal authorisation to place an order on the website. By filling in the order form, the Customer must therefore tick the box provided to certify that he is an adult on the date of the order. Please note, furthermore, the following articles from the Public Health Code relating to advertising:

Article L. 3323-2: "Direct or indirect publicity or advertising in favour of alcoholic drinks for which the production and sale are not prohibited are authorised only:

- 1. In the written press, to the exclusion of publications aimed at young people, defined in section 1, article 1 of Law no. 49-956 of 16 July 1949 relating to publications aimed at young people;*
- 2. In sound broadcasting for the radio categories and during the time slots determined by Council of State decree;*
- 3. In the form of posters and signs; in the form of mini-posters and objects inside specialist sales outlets, under the conditions defined by Council of State decree;*
- 4. In the form of messages, commercial circulars, catalogues and brochures sent by producers, manufacturers, importers, merchants, dealers or warehouse keepers, as long as these documents contain only the wording provided for in the article and the terms and conditions for the sale of the products they are proposing;*
- 5. In the form of writing on the vehicles used for normal drinks delivery operations, as long as this writing contains only the designation of the products and the name and address of the manufacturer, the agents or resellers, to the exclusion of any other information;*
- 6. In favour of traditional festivals and fairs dedicated to local alcoholic drinks and inside these, under the conditions defined by decree;*
- 7. In favour of museums, universities, guilds or traditional introductory wine courses and in favour of presentations and tasting, under the conditions defined by decree;*

8. In the form of an offer – free or subject to payment – of objects strictly reserved for the consumption of drinks containing alcohol, marked with their names, by the producers and manufacturers of these drinks, during the direct sale of their products to consumers and distributors or during a tourist visit to the production premises;

9. On the online communication services, to the exclusion of those which, by their nature, presentation or purpose, appear to be mainly intended for young people, and those published by sports associations, societies and federations or professional leagues as defined by the Sports Code, as long as the publicity or advertising is not intrusive or interstitial. All sponsorship operations are prohibited if their aim or effect is to promote direct or indirect publicity or advertising in favour of alcoholic drinks.”

Article L. 3323-3: “Indirect publicity or advertising is considered to be publicity or advertising in favour of an organisation, a service, an activity, a product or an article other than an alcoholic drink which, due to its graphics, its presentation or its use of a name, trademark, advertising emblem or other distinctive sign, calls an alcoholic drink to mind. However, these provisions do not apply to publicity or advertising in favour of a product other than an alcoholic drink that was marketed before 1st January 1990 by a company legally and financially separate from any company that manufactures, imports or sells an alcoholic drink.”

Article L. 3323-4: “The advertising authorised for alcoholic drinks is limited to information concerning the alcohol content by volume, the origin, the name, the product composition, the name and address of the manufacturer, the agents and warehouse keepers, the production method, the sales terms and how the product may be consumed. This advertising may include references to the production regions, the awards won, designation of origin as defined in article L. 115-1 of the Consumer Code or the geographical indications as defined in the regularly ratified international conventions and treaties. It may also contain objective references to the product’s colour and aroma and taste qualities. The packaging may only be reproduced if it complies with the preceding provisions. All advertising in favour of alcoholic drinks, except for commercial circulars intended for individuals acting in a professional capacity or which are sent to named individuals, mini-posters, price lists, menus or objects inside specialist sales outlets must include a health warning stating that alcohol abuse is dangerous to health.”

APPENDIX I – PROVISIONS RELATING TO LEGAL GUARANTEES

Article L. 217-4 of the Consumer Code

The vendor is bound to deliver a product that complies with the contract and is liable for any non-compliances that may be discovered on delivery. He is also liable for any non-compliances resulting from the packaging, the assembly instructions or the installation where he is responsible for this under the contract or if it is carried out under his responsibility.

Article L. 217-5 of the Consumer Code

The product complies with the contract:

1. *If it is suitable for the use normally expected of such a product and, where relevant:*
 - *if it matches the description given by the Vendor and possesses the qualities that the latter has presented to the buyer in the form of a sample or model;*
 - *if it presents the qualities that a buyer may legitimately expect in the light of the public statements made by the Vendor, the producer or his representative, particularly in the advertising or labelling;*

2. Or if it presents the characteristics defined by joint agreement between the parties or is suitable for any special use required by the buyer of which the vendor has been informed and to which he has agreed.

Article L. 217-12 of the Consumer Code

An action resulting from non-compliance lapses two years after the date on which the product was delivered.

Article L. 217-16 of the Consumer Code

If, while the commercial guarantee granted to him on the purchase or repair of an item of personal property is still running, the buyer asks the vendor for a repair covered by the guarantee, any period of at least seven days during which the item is immobilised will be added to the remaining guarantee period. This period will run from the buyer’s request for a repair or from when the item in question is made available for repair if this occurs after the repair request.

Article 1641 of the Civil Code

The vendor is bound by the guarantee covering any hidden defects in the purchased item which make it unfit for the use for which it was intended, or which so impair that use that the buyer would not have purchased it, or would have paid a lower price, if he had known.

Article 1648 section 1 of the Civil Code

The buyer must bring any action relating to latent defects within two years of discovering the defect vice.

APPENDIX II – WITHDRAWAL FORM

This form should be filled in and sent only if the Customer wishes to withdraw from the order placed on the CLUB MAGNUM catalogue or on the website <https://clubmagnum.com>, except for exclusions or limitations to the exercise of the right of withdrawal according to the applicable General Terms and Conditions of Sale.

For the attention of CLUB MAGNUM, Mr. Michaël LAING, 37 rue Elsa Triolet, Parc Valmy – 21000 DIJON.

- Order date:
- Order number:
- Customer name:
- Customer address:

Customer signature (only if sending this form in paper format):