



## GENERAL TERMS AND CONDITIONS MAY 1, 2021

### PREAMBLE

Any order implies the express, full and unreserved adhesion of the buyer to these General Terms and Conditions of Sale which prevail in all circumstances over any other document or condition of purchase emanating from the customer. The imposition of conditions of purchase in so far as they would imply a waiver by the supplier of its general conditions of sale could be considered as the manifestation of an abuse of purchasing power or abusive discrimination within the meaning of Article L442-6 of the Commercial Code.

### ORDERS AND DELIVERY TIMES

#### NEW CUSTOMER

Any account creation requires:

- a completed new account form
- a K-bis extract of less than 3 months
- bank account details (IBAN or RIB)

These documents must be transmitted 2 working days before any first order.

#### RECEIPT OF ORDERS

Orders must be placed either through the website, or otherwise in writing, and transmitted either:

- by phone (33 (0) 1 40 46 93 37)
- by e-mail ([commandes.directdistribution@gmail.com](mailto:commandes.directdistribution@gmail.com))

#### DESCRIPTION OF THE ORDERS

All orders must indicate:

- invoicing: company name and address,
- delivery: name, address and telephone number of the place of delivery, desired delivery date, delivery time and range,
- order: date, name and telephone number of the sponsor, selected items (see prices and specification products / logistics data), quantity in order unit, the designation of the items and their EAN codes, and if applicable the type or the code of the applicable promotion.

#### CANCELLATION OR MODIFICATION OF ORDER

Any cancellation of an order must be notified by email within 24 working hours (for Paris based deliveries) or 48 working hours (for deliveries outside of Paris) of receipt of the order.

#### DELIVERY TIME ON NON-PROMOTIONAL PRODUCTS

Any order for non-promotional products must be received before 14:00, to allow delivery on D+2 (2 working days minimum) for Paris and D+5 (5 working days minimum) for outside of Paris.



DIRECT DISTRIBUTION reserves the right to contest the terms of an order, and to limit the orders received in the event of supply difficulties encountered on the import products, or its available stocks, would not allow them to be fully honoured. The customer will not be able to claim any compensation or deduction. Any obligation of the company is automatically suspended in the event of force majeure, reduction, or cessation of production, supply, means of communication or transport.

DIRECT DISTRIBUTION will endeavour to respect as well as possible the delivery dates desired by the customer. The time limits for delivery are given for information purposes only and without warranty. Delays in delivery do not give the buyer the right to cancel the sale or refuse the merchandise. They may not give rise to withholding, compensation, penalty or damages.

### **DELIVERY TIME ON PROMOTIONAL PRODUCT**

For promotion operations agreed with its customers, DIRECT DISTRIBUTION will endeavour to deliver the promotional products necessary to ensure the implementation of place of each operation and the absence of rupture during the period of highlighting.

DIRECT DISTRIBUTION undertakes to respect the delivery deadlines of promotional products, on the condition that its customers send it their orders 15 working days before the desired delivery date. In case of delay of the delivery date (except in case of force majeure) DIRECT DISTRIBUTION will compensate the customer.

### **MINIMUM ORDER**

The minimum order for Paris deliveries is 250 € HT HD for free delivery. For deliveries outside of Paris the minimum order is set as below:

- 2 pallet layers for products in the “spirits” range.
- 4 layers pallet for products in the range “beers and other beverages”

Orders below these conditions may not be honoured or may incur delivery charges.

### **LOGISTICS FOR WHOLESALE CLIENTS**

#### **COMPOSITION OF PALLETS:**

“Homogeneous” palette: complete palette of the same DIRECT DISTRIBUTION item code

“Non-standard homogeneous” palette: incomplete palette of the same item code DIRECT DISTRIBUTION

“heterogeneous” palette: palette composed of several item codes DIRECT DISTRIBUTION SERVICE

For any “heterogeneous” or “non-standard homogeneous” pallet shipped, a flat rate 110 euros H.T sera invoiced as “logistics service”, which will remain due, even in the case returned goods.

### **PLACE OF DELIVERY FOR WHOLESALE CLIENTS**

DIRECT DISTRIBUTION undertakes to deliver the LOGISTICS PLATFORMS of its customers, and each of the stores and / or points of sale of its customers.

### **DECHARGEMENT**

*Direct Distribution, 10 rue des Lombardes, 75004 Paris  
01 40 46 93 37 [www.directdistribution.fr](http://www.directdistribution.fr)  
Siret : 49147074600034*



In accordance with the legislation in force (Decree 99-269 of 06/04/99), the unloading of vehicles will be carried out by the consignee with the help of his staff and equipment of handling.

The goods must be checked and unloaded in the presence of the manager.

### **ACCOMPANYING DOCUMENTS**

The delivery documents accompanying our goods must mention the arrival and departure times of the carrier.

The "CMR consignment notes" accompanying our goods must be signed.

### **CUSTOMS**

Our customers undertake to comply with the Customs Code. In particular, it is recalled:

- that the deliveries of alcohol or beers travel under D.A.A. (administrative accompanying document)
- that this document must systematically travel with the goods, regardless of the location of the goods
- that the duration of transport, according to the delivery distances, is mentioned on the D.A.A.
- that in case of dispute, breakage, loss, this document must be annotated on the back with the name of the dispute.

### **CLAIMS**

The number and condition of the products must imperatively be checked on delivery, and this, as stated above, in the presence of the driver. To be admissible with DIRECT DISTRIBUTION, any claim must be the subject of reasoned reservations mentioned in writing on the transport document and have been confirmed within 3 working days, by letter received with acknowledgment of receipt to the carrier and the sender in accordance with the legislation in force (Article L133-3 of the Commercial Code). Beyond this period, no challenge will be accepted.

### **RETURN OF GOODS**

No return of goods can be accepted without the prior agreement of DIRECT DISTRIBUTION. In any case, the returns of goods will be made at the expense of our clients.

The Best before date expressed by the terms ("to be consumed preferably before the end...") on the labels or packaging of our goods, indicates the period of full taste quality of these products. At the end of this date, our company will not be able to accept any return of goods, the clients being solely responsible for the management and rotation of their stock.

### **WAITING TIME**

In the case of waiting for vehicles during delivery, beyond 1 hour, DIRECT DISTRIBUTION will invoice the recipient for a lump sum of 85 euros HT per hour waiting, whether the appointment is at a specific time or on a time slot.

### **FREQUENCY OF DELIVERIES**



DIRECT DISTRIBUTION reserves the right to group all orders received to be delivered within the same interval of 5 working days, to make only one delivery.

### **DELIVERY HOURS PARIS**

Our deliveries are made only on Monday – Friday excluding bank holidays, between 8:00 and 17:00.

### **COLLECTION HOURS AT OUR WAREHOUSE**

Collections by a transporter of your choice are possible from our warehouse only on Monday – Friday excluding bank holidays, between 8:00 and 17:00. All collection dates must be signalled to DIRECT DISTRIBUTION prior to collection. Similarly, any empty kegs returned must be signalled in writing prior to delivery.

### **CLIENT STORAGE**

Our customers are responsible for the storing all our products in fit for purpose storage conditions, that is to say inside a closed and frost-free building, protected from the sun, any source of heat and bad weather, in a clean, dry and odourless place, in order to maintain optimal quality and presentation irreproachable. Our customers undertake to comply with the stacking conditions indicated by DIRECT DISTRIBUTION (see product specification/logistics data). DIRECT DISTRIBUTION cannot be held liable if failure to comply with these rules result in a complaint from a subsequent customer or buyer.

### **PRICE/RATES**

DIRECT DISTRIBUTION rates and invoices are established in Euros. The reference tariff is the uniform pallet tariff.

It means:

- excluding Rights,
- excluding excise duties,
- excluding taxes

-Franco Continental France, the delivery point being designated by the customer and approved by DIRECT DISTRIBUTION if it is separate from the place of charge.

The products are invoiced on the basis of the rate in force on the day of shipment and are subject to the application of taxes at the rates in force at the time of shipment. No valuation made by the customer during the order will be taken into consideration.

### **RATE CHANGE**

DIRECT DISTRIBUTION may be required to modify these rates, with notice of 1 month.

### **PROMOTIONAL PRICE REDUCTIONS**

Rebates are applied only on this price excluding duties and excise duties, excluding VAT, after other price damages such as discounts or promotions. The products on sale may make the objective and quantitative limitations. Promotions will have to be passed on to the consumer in accordance with their intended purpose. No tariff claim shall be admissible beyond one year after the date of issue of the invoice.



## **SPECIAL CONDITIONS**

DIRECT DISTRIBUTION may, in accordance with Article L441-6 of the Commercial Code, agree with its customer on the special conditions of sale, thus derogating from these conditions

In so far as these particular conditions are justified by the specific nature of the services rendered, the reality of which must be demonstrated in advance by the customer.

These special conditions will give rise to the drafting of a one-off or annual agreement to supplement these general conditions of sale.

Thus, DIRECT DISTRIBUTION authorizes itself to negotiate a logistics mandate with its customers, for the management of transport or any other specific logistics.

DIRECT DISTRIBUTION reserves the right to grant an annual quantitative rebate, depending on the volumes previously determined with its customers.

## **GENERAL CONDITIONS OF REGULATION**

In accordance with the provisions of Article L441-3 of the Commercial Code, the payment is deemed to have been made on the day on which the funds are made available to the seller. The goods are payable at the head office of DIRECT DISTRIBUTION. Unless otherwise agreed, invoices are payable at 30 days net invoice date without discount or premium of any kind whatsoever.

Notification of a dispute shall not exempt the invoices in question from the full payment of the invoices.

Payment can be made by:

- direct debit either at 30 days from date of invoice, or on a monthly basis for multiple invoices at a date mutually agreed.
- bank transfer with a transfer notice sent 2 working days maximum before the actual date of the transfer (bank details available on request),
- cheque with an accompanying letter supporting the payment,

### **CREDIT REFUSAL:**

DIRECT DISTRIBUTION reserves the right to refuse or limit its credit and if necessary to request payment by cheque or transfer prior to dispatch of the order, in the following cases:

- client in collective procedure situation
- customer who has experienced a payment incident
- customer whose creditworthiness cannot be validly assessed due to lack of available information
- and for any order of specific products or destocking operations.

### **LATE PAYMENT:**



Any delay in payment entails the immediate payment of all outstanding sums and penalties for late payment, and the suspension of deliveries. The balance of the amounts due will give rise to daily penalties

for delay at the rate of 5 times the rate of current legal interest from the due date until the date of full payment. These penalties are recoverable without the need for formal notice. These provisions do not in any case entail an extension of the time limits for settlement. The defect of payment requiring the application of a recovery procedure will be invoiced in addition to the principal, a lump sum of € 100 + 15% of the total amount of the claims for damages and participation in litigation costs.

### **TRADE COOPERATION AGREEMENT AND SEPARATE SERVICES**

DIRECT DISTRIBUTION may be required to remunerate the services rendered by its customers falling within the scope of Article L441-7 of the Commercial Code, after the

conclusion of contracts that meet the legal conditions in force. Where the remuneration for the provision of the service is determined by applying a percentage of turnover, that turnover shall be understood to be net, excluding duty-free.

Invoices issued are not compensable with invoices for the delivery of DIRECT DISTRIBUTION products, and cannot be deducted from the payment of the latter. REGULATION OF THE PROVISION OF SERVICES :

The settlement of sums which may be due by DIRECT DISTRIBUTION in respect of purchases of services, even to an agent, is acquired only after the counterparties have been realised.

full payment of all invoices for the calendar year on which these payments are calculated.

The non-payment, even partial, by customers of DIRECT DISTRIBUTION invoices, exempts the latter from the payment of the amounts due in respect of service purchases, and obliges the customer to the refund of the deposits that could have been paid.

### **ACCOUNT BALANCE:**

Any claim or dispute by the customer relating to any sums due by DIRECT DISTRIBUTION, whatever the cause, in respect of a calendar year, must be notified by registered letter with acknowledgment of receipt at the latest within 12 months after the

end of the financial year in which the event giving rise to the

claim or dispute (goods, services, ...). After this period, no claim will be admissible.

### **OWNERSHIP RESERVE AND RISK TRANSFER**

DIRECT DISTRIBUTION remains the owner of the goods sold until full payment of invoices. Payment refers to the actual collection of amounts due, regardless of



the method of payment. In the absence of payment of all or part of the invoices on their due date, the buyer authorizes the seller to proceed immediately to the return of his goods, at the expense and risk of the buyer, resulting in automatic resolution of the sale.

The exercise of the seller's right of claim does not relieve the buyer of its obligation to pay the invoices.

However, it is expressly stipulated that the transfer of risks takes place from the moment of delivery of the products, i.e. upon arrival at the dock of the place of delivery.

## **JURISDICTION**

Any dispute or dispute, relating to the execution of the contract of sale and these conditions, as well as the acts that will be the consequence, will be submitted to the

Commercial Court of EVRY (91) only competent even in the event of an appeal in warranty or a plurality of defendants.

## **LIMITATION OF LIABILITY**

The company guarantees the good quality of its products, but its liability cannot be sought beyond the outright filling of defective goods.

## **SUMMARY OF FEES**

Chapters / headings / labels: amount excluding vat

LOGISTICS / LOGISTICS SERVICE / Logistics service: 90.00 € DELIVERY CONDITIONS / WAITING TIME / Waiting time: 85 €

DELIVERY CONDITIONS / FREQUENCY OF DELIVERIES / TRANSPORT SERVICE: 150.00 € TERMS OF PAYMENT / PAYMENT RECEIPT / Application fees: 100.00 €

TERMS OF PAYMENT / LATE PAYMENT / Damages and interest: 15%