

Scope

La Roche des Bancs (hereinafter collectively the "Seller" or "La Roche des Bancs") has set up an electronic commerce service available on the internet at the following address: <https://www.rochedesbancs.com/> (hereinafter the "Site") intended for consumer customers (hereinafter the "Customer (s)"), that is to say any natural person who acts for purposes that do not fall within the scope of its commercial, industrial, artisanal or liberal activity.

Acceptance of these general conditions of sale

In the absence of specific stipulations agreed in writing between the parties, all orders placed on the Site are automatically subject to these general conditions of sale, which prevail over any other document, such as prospectus, press, catalogs or e-mailing. issued by the Seller, which are only indicative. Any use of the Site and / or placing an order implies having previously consulted and accepted all of these general conditions of sale. La Roche des Bancs reserves the right to adapt or modify these general conditions of sale at any time. In case of modification, the general conditions of sale in force on the day of the order will be applied to each order.

Offers / prices / orders

All our deliverable wine offers are valid while stocks last, excluding promotions, special offers and gifts. The prices are expressed in Euros, all taxes included. Considering the rare or speculative nature of certain products, we reserve the right to apply restrictions on the quantities available, or even to refuse or cancel an order that is clearly abnormal. Our offers are exclusively reserved for consumer customers, and in no case to professional resellers. Orders are confirmed by sending the invoice but are not final until full payment of the price of the goods has been received.

Terms and conditions of payment

Payment for goods is made in full when ordering, by credit card. The Seller reserves the right to accept or refuse certain types of cards, as indicated on the website.

Deliveries

The goods are insured by us during their transport in mainland France and travel at our risk and peril. Our deliveries are made within a maximum period of 30 working days from receipt of full payment of the final invoice.

If the 30-day delivery deadline is not respected, except in cases of force majeure, the Customer can terminate the contract by email at contact@rochedesbancs.com
Upon receipt of the goods, it is the recipient's responsibility to check the condition of the goods and to make any necessary findings in the event of breakage, damage or missing items, expressing their reservations on the delivery slip, and within three days (not including public holidays) following that of this reception, by email to contact@rochedesbancs.com, in order to preserve its rights.

Faculty of withdrawal

You have the right to withdraw from this contract without giving any reason within fourteen days.

To exercise the right of withdrawal, you must notify us of your decision by email to contact@rochedesbancs.com specifying your order number.

If it has already been shipped, you can return it at your expense to the following address:

La Roche des Bancs S.A.S.U.

The Chavannes
71340 MAILLY

Effects of withdrawal: In the event of withdrawal by you from this contract, we will reimburse you for all payments received from you, including delivery costs without undue delay and, in any event, no later than fourteen days from the day we are informed of your decision to withdraw from this contract. We will process the refund using the same payment method you used for the initial transaction. We may withhold reimbursement until we have received the item. The Customer is only liable for the depreciation of the goods resulting from handling other than those necessary to establish the nature, characteristics and proper functioning of these goods. Under the exception provided for in point 7 of Article L.121-21-8 of the Consumer Code.

Exchange of a product

In the event that the products ordered are out of stock, La Roche des Bancs may offer the customer to replace them, with his agreement, with an equivalent wine.

Title retention clause

By express agreement, all our goods remain our property wherever they are until full payment of the invoices due. This does not preclude, upon delivery of the goods, the transfer of the risks of the goods to the Customer.

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Legal guarantees

We draw your attention to the fact that:

- The Customer has a period of 2 years from the delivery of the good to act
- In the event of a lack of conformity, La Roche des Bancs will replace, in accordance with article L.211-9 of the Consumer Code, the product with the same product or an equivalent product. The replacement will be carried out within a maximum period of 1 month from receipt of the returned product by the Customer, and after tasting by our sales teams trained and graduated in oenology, confirming in a contradictory manner the fault complained of
- Since March 18, 2016, the Customer is exempt from providing proof of the existence of the lack of conformity of the good during the 24 months following delivery of the good.
- The legal guarantee of conformity applies regardless of any commercial guarantee granted to the Customer

- In the event of defects or hidden defects in the product, the Customer can decide to implement the guarantee of article 1641 of the Civil Code and in this case, he can choose between the resolution of the sale or a reduction of the sale price. in accordance with article 1644 of the civil code.

Applicable law and competent jurisdiction

These general conditions of sale are subject to French law. In the event that one of the clauses of these general conditions of sale is null and void, this can in no way affect the validity and compliance with these general conditions of sale. In the event of a dispute which arises following or during the placing or execution of an order, the competent French court will be appointed in accordance with the rules of common law.

Protection of minors

In accordance with Article L. 3342-1 of the Public Health Code, the sale of alcoholic beverages to minors is prohibited. The Customer declares and undertakes to be over 18 on the date of the order.

Health warning

Alcohol abuse is dangerous for your health, consume in moderation.

Visuals

The photos appearing on the site are communicated for illustrative purposes and without contractual value. We invite you to refer to the description of each product to know the precise characteristics.

File protection and intellectual property

In accordance with the provisions of Law No. 98-536 of July 1, 1998, transposing Directive 96/9 / EC of March 11, 1996, concerning the protection legal databases, La Roche des Bancs is the producer and owner of all or part of the databases that make up this Site. In addition, all the content appearing on this Site (texts, images, photos, graphics, logos, icons) are protected by copyright. Any use or reproduction, even partial, of the Site or its contents is strictly prohibited without the express authorization of its author.

Privacy policy and cookie management

When browsing our site, You are required to provide us with personal data. We thank You for your trust and would like to inform You here about the use of Your data as well as Your rights. The person responsible for processing personal data is La Roche des Bancs, the contact details of which can be found in the legal notices.

The purpose of this personal data protection policy (hereinafter the "Privacy Policy") is: (i) to regulate the use made of personal data concerning You (hereinafter "Personal Data ") And; (ii) to inform You about the processing we carry out of Your Personal Data when you consult and use the site www.rochedesbancs.com.

1. Definitions

For the purposes of this Privacy Policy, capitalized terms, whether used in the singular or in the plural, have the following meanings:

"Cookies": refers to a text file stored in a User's terminal and which is used to store information about him;

"Personal Data": is understood to mean any information relating to an identified or identifiable natural person; is deemed to be an "identifiable natural person" a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number (such as cookies or the IP address), location data, an online identifier, or one or more specific elements specific to their physical, physiological, genetic, psychological, economic, cultural or social identity.

"Partners": refers to the various service providers whether for the processing of Your orders, the delivery of products, after-sales service, the provision of technological services, advertising, social networks, etc. ;

"Regulations on Personal Data": together refers to European Regulation No. 2016-679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter -after the "RGPD") and local laws relating to the protection of personal data (in France: in particular Law 78-17 of 6 January 1978 relating to computers, files and freedoms modified);

"Site": refers to the website accessible at the URL address:

<https://www.rochedesbancs.com/>

"You", "Your" or "User": refers to i) the visitor to the La Roche des Bancs Site, that is to say the person browsing the Site without having created a customer account or placed an order, ii) the prospect of La Roche des Bancs, that is to say the person having created a customer account but not yet having ordered products and iii) the customer of La Roche des Bancs, that is to say the person who placed an order via the Site.

2. Purposes of the collection and processing of personal data

La Roche des Bancs uses Your Personal Data for various purposes, in particular when i) You visit the Site which uses cookies, ii) You create an account on the Site, iii) You purchase our products or iv) You subscribe to our newsletter by mail. More specifically, Your Personal Data is necessary to allow You access to our Site, its use and improvement, and to allow us to:

PURPOSES OF THE PROCESSING

Management of customer relations and product orders:

- Carry out operations relating to our commercial relationship, that is to say concerning orders, transport, deliveries, payment, invoices, accounting, monitoring of the "customer relationship", such as the realization of "satisfaction surveys, management of complaints and after-sales service, etc;

Management of marketing actions and commercial prospecting:

- Offer you Partner offers

LEGAL BASIS OF PROCESSING

The legal basis for this processing is, as the case may be, the legitimate interest of La Roche des Bancs or the performance of the contract with the data subject.

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Personalize our Site and our offers, according to Your preferences observed and / or declared, including from your personal account and Your needs

Personalize our communication to you, in particular by e-mails of information, according to Your observed and / or declared preferences, Your needs and Your choices

Carry out commercial solicitation operations

Develop trade statistics; marketing analyzes and tools (including classification, score, etc.)

Organize contests, lotteries or any promotional operation excluding online gambling and gambling subject to the approval of the online gaming regulatory authority;

Management of requests to exercise rights and complaints from visitors, prospects and customers:

Manage requests to exercise the rights designated in Article 7 below

Manage any complaints and / or litigation

(in particular for sending commercial offers by email to visitors and prospects).

The legal basis for this processing is, as the case may be, the legal obligation of La Roche des Bancs, the legitimate interest of La Roche des Bancs or the performance of the contract with the data subject.

Manage Your comments and customer opinions on the Site and / or on the internet pages that we publish and host on social networks.

3. Personal data collected

All the information that You may have provided to us during Your visits to our Site and / or the placing of Your orders is strictly confidential. This information is necessary for the purpose of their processing such as the management of Your orders as well as the commercial relations that we have with You.

We collect the Personal Data that You voluntarily declare to us when creating your personal account, namely: Your last name, first name, date of birth, gender, e-mail address.

We also collect and process the following Personal Data:

- The following data relating to the follow-up of your commercial relationship with our company: products ordered, quantity, amount, frequency, delivery and / or invoicing address (es), telephone number, digicode, as well as any other relevant information on delivery (tracking number, shipment status, etc ...) purchase history, return of products correspondence and / or telephone conversations with You and our after-sales service, exchanges and comments from customers, person (s) in charge customer relations, etc.
- Data necessary for i) carrying out loyalty, prospecting and promotion actions, ii) organizing and processing contests, lotteries and any promotional operation such as the date of participation, responses to contests and the nature of the prizes offered iii) Data relating to Your contributions (opinions on the products contained or the Site).

The collection and processing of this Personal Data on the Site are mainly intended to allow the management of Your orders. The collection and transmission of certain Personal Data is mandatory and others optional.

4. The recipients of your personal data

The recipients of Your Personal Data collected on our Site are first and foremost the persons duly authorized within La Roche des Bancs for the processing of Your orders and the management of the customer relationship.

We only share this information with Partners essential for the provision of third-party services and for the purposes described in this privacy policy, in particular with the following categories of recipients:

- Our providers of means of payment or payment security;
- Our delivery providers and carriers;
- Social networks ;

- Traffic and navigation analysis tools.

5. Retention of personal data

Your Personal Data is collected and processed by La Roche des Bancs for the time necessary to carry out the processing referred to in paragraph 2 of this Privacy Policy.

- Visitor and Prospect Data: Prospect Data is kept in current archives (that is to say, routinely accessible by the relevant departments of La Roche des Bancs) for 3 years from the last contact of the prospect.

Is considered a "contact", the fact of connecting to his customer account, to consult a product sheet, to add a product to the basket, to search for a product on the Site, to click on a link contained in the newsletter of La Roche des Bancs or in an email sent by La Roche des Bancs to carry out and participate in a competition organized by La Roche des Bancs. At the end of this 3-year period, La Roche des Bancs may contact the Prospect again to find out if he / she wishes to continue to receive commercial solicitations. In the absence of a positive and explicit response from the Prospect, the data is archived if necessary in accordance with the provisions in force, and in particular those provided for by the Commercial Code, the Civil Code and the Consumer Code.

In any case, You can revoke your consent at any time and ask to unsubscribe from the Newsletter by clicking on the link contained in the messages sent to you. In this case, your Personal Data will be destroyed within a maximum period of 1 month from your unsubscription request.

- **Customer account data:** Customer account data is kept for the period strictly necessary for the management of the commercial relationship.

Beyond the duration of the commercial relationship with the customer, certain data may be archived in accordance with the provisions in force (in particular but not exclusively those provided for by the Commercial Code, the Civil Code and the Consumer Code) . In addition, customer data used for commercial prospecting purposes may be kept for a period of 8 years from, for example, from the last purchase, from the last contact from the customer or from the request for deletion of the customer's account. customer.

At the end of this 8-year period, La Roche des Bancs may contact the Client again to find out if she / he wishes to continue to receive commercial requests. In the absence of a positive and explicit response from the Customer, the data is archived if necessary, in accordance with the provisions in force, and in particular those provided for by the Commercial Code, the Civil Code and the Consumer Code.

- **Connection data:** your connection logs collected, subject to your agreement and the setting of your terminal, via the use of cookies and other tracers placed on our Site, will be kept in accordance with the applicable regulations for a period not exceeding not thirteen (13) months. For more details on cookies, how they work and your ability to disable them, see our section on cookies below.

6. Security measures

La Roche des Bancs implements appropriate technical, organizational and physical security measures to protect the personal data processed against damage, loss, misappropriation, intrusion, disclosure, alteration or destruction or unauthorized access to such data, accidentally or unlawfully.

7. Rights of individuals over the data collected

You have the right to request i) access and rectification of Your Data, ii) limitation of the processing of Your Data or iii) the erasure of Your Data and iv) to withdraw your consent to the performance of processing based on this legal basis.

You can exercise your right to object to processing operations used for the purposes of commercial prospecting. If You are concerned by email prospecting, You can also modify or unsubscribe from the Newsletter by clicking on the "Unsubscribe" hypertext link in each newsletter.

You can define guidelines relating to the retention, erasure and communication of Your Personal Data after your death. These directives are general or specific.

You can also request to exercise your right to portability, to the extent that this is applicable, in order to receive personal data in an open and machine-readable format.

Finally, for any other complaint, you have the right to lodge a complaint with the competent supervisory authority (in France, the CNIL).

8. Updating the privacy policy

La Roche des Bancs may modify the Privacy Policy at any time. If La Roche des Bancs wishes to use personal data in a way different from that stipulated in the Privacy Policy in effect at the time of collection, these changes will be published in a new version of this Privacy Policy.

9. Communicate with La Roche des Bancs

For any questions or comments relating to the Privacy Policy or the way in which La Roche des Bancs collects and uses data, You can contact La Roche des Bancs

- by e-mail: by writing to the address contact@rochedesbancs.com

10. Cookies

A cookie is a file deposited by a publisher on the terminal used to access the Site (computer, smartphone, tablet).

Cookies deposited by La Roche des Bancs

In order to improve your browsing on our Site, cookies are placed on your computer, mobile or tablet. The cookies that we issue on our Site are used to recognize the user's terminal when they connect to our Site in order to:

- Optimize the presentation of our Site to the display preferences of your terminal (display resolution, operating system used, etc.) during your visits according to the viewing or reading hardware and software on your terminal.
- Allow the user to access reserved and personal areas on our Site, such as his personal account on the basis of the information he provided when creating his account. The user accesses by this means personalized content or which is reserved for him.
- Memorize information relating to a form that you have filled in on our Site (access to your account / your preferences).
- Implement security measures, for example when the user is asked to log in after a certain period of time.

Configure your internet browser or disable cookies by purpose

You can configure your browser software according to your wishes, so that cookies are (a) accepted and saved in your terminal or, on the contrary, (b) so that they are refused.

If your browser software is configured to accept the recording of cookies in your terminal, the cookies integrated into the pages and content that you have viewed will be systematically saved in your terminal.

You can configure your browser software so that the acceptance or rejection of cookies is offered to you from time to time, before a cookie is likely to be registered and to systematically refuse the registration of cookies in your terminal.

Any setting that you can make on your browser software concerning the acceptance or refusal of cookies will likely modify your Internet browsing and your conditions of access to certain services requiring the use of these same cookies. For example, by refusing certain essential cookies you may no longer be able to place an order on our site. If you choose to refuse the recording of cookies in your terminal or if you delete those which are recorded there, we decline all responsibility for the consequences related to the degraded functioning of our services resulting from the impossibility for us to record or consult the cookies necessary for their operation and which you have refused or deleted.

Questions relating to general conditions of sale or personal data.

- For any questions relating to the general conditions of sale or to personal data, please contact contact@rochedesbancs.com