



# Château Godeau

SARL Domaine de l' Amandière  
33330 Saint Laurent des Combes

## Order Form

	Price per bottle ATI	Quantity						TOTAL
		2 0 0 8	2 0 1 1	2 0 1 2	2 0 1 3	2 0 1 4	2 0 1 5	
Château Godeau Saint-Emilion grand Cru Caisse bois de 12	22,00 €							
Château Godeau Ducarpe Saint-Emilion Grand Cru Carton de 12	14,00 €							
Les Escapades de Godeau Saint-Emilion Grand Cru Carton de 6	12,00 €							
L'Eau de Godeau Bordeaux Rosé Carton de 6	6,00€							
<b>Unavailable</b>		<b>Total ATI</b>						

Prices are inclusive of all taxes and ex-cellars.

Transport costs are not included and are the responsibility of the purchaser.

Please contact us to find out transport costs according to quantity and place of delivery.

Tel : 05.57.24.72.64 Mail : [chateau.godeau@orange.fr](mailto:chateau.godeau@orange.fr)

[www.chateaugodeau.com](http://www.chateaugodeau.com)

RCS Libourne 499 751 485 00016



## Château Godeau

### GENERAL SALES CONDITIONS

#### 1- GENERAL CLAUSE : APPLICATION AND OPPOSABILITY

Any order for products distributed by our company, whatever the origin, implies the unconditional acceptance of the present general sales conditions which cancel any contrary clause which may figure on the contracts, documents or correspondence of the client.

Our sales are subject to the present conditions, which prevail over any purchasing conditions, except by express and formal derogation on our behalf.

The present general conditions are systematically given to each purchaser.

Consequently, the fact of placing an order implies the complete and unconditional acceptance by the purchaser of the General Sales Conditions of our company.

The fact that at a given time the seller does not implement any one of the present general conditions cannot be interpreted as a renunciation to be implemented thereafter of any one of the said conditions.

#### 2 -ORDER TAKING

Orders are only definite when they have been confirmed in writing by our company. The company is only linked to the orders by its representatives or employees on condition that a written confirmation has been made by our company.

In any case, our acceptance, even written, remains subject to the condition that until delivery to the warehouse/home of the purchaser of all or part of the order, no financial risk or any other element should have arisen which would put it into question.

Any deterioration in the credit of the purchaser may justify the demanding of a guarantee before the implementing of the orders received or as a payment prior to the delivery.

#### 3- PRICE LISTS-DISCOUNTS-REDUCTIONS

The prices of our products are set according to the price list in force on the day of the confirmation of the order. They are net prices and do not include taxes. They are set according to current economic conditions; and our company reserves the right to modify them at any moment, without any notice, in case of fluctuation in these conditions. No granting of a reduction or discount constitutes a right acquired by a purchaser, despite any prior reduction or discount or whatever their number or size, so long as the terms of acquisition of this reduction or discount have not been duly confirmed in a writing by our company.

#### 4 - DELIVERIES

According to availability of stock, our company is authorised to make deliveries in a global or partial way.

For the products for which our company is responsible for shipping in France or outside France, unless otherwise agreed, the transfer of the risks takes place at the moment of loading in our cellars on the means of transport chosen on behalf of the purchaser.

The goods, even when shipped freight paid, travel at the risk of the recipient. Our goods having been carefully checked and packed before shipment, it is for the recipient to take all measures with the transport company in case of deterioration, loss and so on (article 105 of the French Code de Commerce).

The means of transport is our choice.

The delivery times are indicated as accurately as possible, according to the availabilities of the transport. The times indicated on the order form never constitute a firm commitment to deliver at the set date. Delays in delivery can never result in damages, retention, late delivery penalties or total or partial cancellation of the order.

In the case of the shipping of our wines being delayed at the request of the client, and after our agreement, these will be stored and insured at the expense and risk of the purchaser.

The following are considered a case of force majeure, discharging the seller from his or her obligation to deliver : wars, riots, fire, strikes, accidents, floods.

## 5 – PAYMENT TERMS. PÉNALTIES

Our invoices are payable according to the methods of payment in use.

Unless otherwise stipulated, invoices are payable at 30 days from date of shipment. The maximum term for payment is 60 days after the day of delivery, in accordance with the provisions of Article L441, modified by law n° 2010853 of 23 July 2010, art.35.

All first orders are payable on the day of the order. Failure to pay or a simple delay in paying for our goods at any of the set payment dates will render compulsory the payment of all sums due, including interest or rates applied by the Central European Bank at its most recent refinancing operation increased by 10 points.

The penalties are payable without any reminder being necessary.

They run with full effect as from the day following the payment date indicated on the invoice.

The totality of the legal and/or judicial collection expenses is charged to the debtor.

## 6 – GARANTIE- RETURN – RECOVERY OF GOODS

No non-justified recovery of goods may be demanded by the client. Any recovery of goods can only be allowed after prior written agreement by our company and this at the expense of the client, subject to all damages.

Neither can our company be made liable in the event that the products were stored in abnormal conditions or conditions incompatible with their nature.

## 7 – RESERVATION OF OWNERSHIP

Our company maintains the ownership of the goods sold until it has received in cash the effective payment in full. Failure to pay at any one of the payment dates will make the totality of the sums due payable without delay and may lead to the goods being claimed back.

This provision does not hinder the transfer to the buyer of the risks of loss and deterioration of the goods sold as well as the damage which may arise as a result.

## 8 – SETTLEMENT OF LITIGATIONS

For litigations of any nature, disputes relating to the forming, interpretation or implementation of the order and its consequences, the Libourne *Tribunal de Commerce* ( 33500 France) will have sole jurisdiction.