

General Terms and Conditions of Sale of SAS Michel REDDE et Fils – RCS Nevers n° 329 779 284 – applicable from 01. 01. 2021 in accordance with the provisions of art. L441-1 and following of the Commercial Code. Available at <http://michel-redde.fr/>

GENERAL: These General Terms and Conditions of Sale, hereinafter GTCS, are applicable to any order of wines to the SAS Michel Redde et fils hereinafter referred to as the Seller. Returning the accepted pro-forma invoice or accepting the terms of the invoice by e-mail implies full and unreserved adherence to these GTCS. These are available on the Seller's website, on the back of all commercial documents, including order confirmation and included in the distribution agreements. They cancel and replace the General Terms and Conditions previously published and take precedence over the Customer's General Terms and Conditions of Purchase and any contrary clauses that may appear therein, on its purchase orders and in the referencing contracts, unless prior free and written acceptance by the Seller. In compliance with art L441-4VI of the French Commercial Code, all reservations of distributors to these GTCS must be transmitted in writing to the Seller within 24 hours of the acceptance of the pro-forma invoice. They must be substantiated in order to be subject to negotiation. In the case of cooperative or franchised groups, federating independent affiliated members, or brokerage representing third-party clients, these GTCS are sent to the group's purchasing body or to the broker who undertakes to distribute them to all its affiliates or clients.

These General Terms and Conditions shall be enforceable against them solely by reason of the order. Distributors are solely responsible for fixing their resale prices, advertising and promotions. However, they will respect without exception the selling price at the domain, as communicated each year with the tariffs, as well as the elitist image that the Seller intends to give to his domain and its production. The intermediary shall be jointly and severally liable with the distributor for the latter's actions and shall be liable for them. Any commercial transaction deemed to be non-compliant by the Seller shall be suspended at the Seller's first request, without such interruption giving rise to any indemnity or compensation.

1/PRICES AND INVOICES: the prices are exclusive of tax, ex works-EXW and excluding the CITEO contribution. The Seller carries out an annual tariff revision and may revise its prices at any time. Recurring Customers shall be informed by e-mail or post as soon as possible before the implementation of the increase and at the latest on the date of the order which, if applicable, may be terminated even in the event of a commitment to a purchase volume. The duties and taxes applied are those in effect on the date of departure of the orders for the winery. In the event of non-payment of an invoice and for whatever reason, after notifying the Customer, the Seller may refuse any new order and immediately suspend any deliveries in progress, even if already paid.

2/ORDERS: They are addressed in writing, by email or mail, to the Seller. The order must specify for each product the number of unit which determines the number of pallets. For export, excluding specific orders negotiated beforehand, the minimum order is 240 bottles. Failing this, the client will be liable for a preparation fee. The Seller reserves the right to partially fulfil orders for internal reasons without the Customer being entitled to claim any compensation from the Seller. The Customer undertakes not to store the products in the event of low production or to avoid an increase in tariff. The Seller reserves the right to refuse any order that it considers abnormal, placed in bad faith, or made by a Customer who is already in debt. All orders give rise to the sending by the Seller of a pro-forma invoice which must be returned, accepted by the Customer as soon as possible; on receipt, the Seller confirms the order within 48 hours maximum and specifies the date of availability and the number of bottles available, which may be different from the initial order. Delivery time and volumes are only guaranteed after confirmation of the order by the Seller

Seller after he has sent the final confirmation of availability. Products ordered for negotiated promotional operations must be the subject of a firm and definitive reservation by the Customers, and in particular the purchasing centres, at least 6 weeks before the date of the first delivery unless an exception is granted by the Seller.

3/ DELIVERY

3. 1 Conditions: Deliveries are made Ex Works-EXW according to Incoterms® 2020. The minimum delivery volumes are determined on a case-by-case basis by the Seller according to its requirements

3. 2 Time limits: The Seller will make every effort to make the order available at the winery as soon as possible, the latter usually being approximately 12 working days from the date of return of the pro-forma invoice accepted by the Customer. This period is indicative and does not commit the Seller, who can never be held responsible for a longer period.

3. 3 Delay or refusal of delivery: No compensation, penalty, cancellation of order is possible in case of delay or refusal made available at the winery. The provision accepted by the Seller is automatically suspended by right by any event beyond the control of the Seller and resulting in a delay.

3. 4 Risks: Goods are transported at the risk of the purchaser, regardless of the mode of transport, transport insurance and taxes (e. g. excise duties and taxes) being borne by the purchaser. The Customer checks, in all cases, the conformity of the delivery and, if necessary, expresses reserves on the delivery note and by registered letter with signature to the carrier and the Seller within 72 hours (excluding public holidays) from receipt. Failing to comply with these formalities, the Customer shall be deemed to have waived any action against both the carrier and the Seller. Complaints related to the quantity received and the quality of the delivered products may only be received within 24 hours of receipt of the goods. The Customer is solely responsible for the conditions of receipt, storage and sale of the Seller's products.

The latter may be liable for storage under conditions incompatible with the nature of the product. In the event of non-return, the Seller may invoice the Customer for the pallets, the same in the event of loss or damage. The modification of the logistical scheme described above at the request of the Customer must be the subject of the information of the Seller and obtain its consent, and if necessary, the Customer is liable to the increase of the real costs incurred.

4/RETURN OF GOODS: Any claim must be made and justified within 24 hours of receipt of the order by e-mail. No return of goods will be accepted without the Seller's prior and express consent by e-mail or post. Otherwise, the returned products will not benefit from any credit or compensation. Only products returned in their original packaging are taken back. They must be accompanied by the original invoice.

Products that are not sold, or deteriorated on sale, are never taken back. In the case of products unfit for consumption, after verification by the Seller and the Seller's express consent, the Seller undertakes to take back, exchange and deliver the goods. The Customer undertakes to communicate the list of the defectives products with the identification numbers (pallet, lot or bar code). Destruction of the products by the Customer is always subject to the express consent of the Seller.

5/ PRICE REDUCTIONS: Discounts are mentioned on the invoices and must if necessary be formalized in the annual convention or, failing that, by exchanging emails as a business plan. Discounts can only be obtained if the conditions for obtaining them as set out in the annual agreement. Failure to comply with these agreements will result in the immediate regularization of discounts. Discounts are always granted on the basis of the gross unit price, exclusive of duties and taxes.

6/ PROVIDING OF SERVICES: In accordance with the provisions of articles L. 441-1 and L. 441-3 of the French Commercial Code, the Seller shall send its Customers, between the end of December and the 1st of March of each year, all the obligations to which the parties have committed themselves and the new tariff conditions which, unless expressly requested by the Customer, are deemed to be accepted for the current year. Any trade negotiations will result in a new annual agreement which will specify:

- The terms and conditions of the sale of products including these GTCS (including in particular the tariff conditions communicated by the Seller prior to the commercial negotiation) which shall be annexed to the annual agreement and any special terms and conditions of sale granted to the Customer, in the form of discounts or rebates derogating from these GTCS; - The provision of commercial cooperation services to promote the marketing of products, defining the services to be rendered, the products concerned, the dates of such services and their duration, and their remuneration, unless the annual agreement established in the form of a framework contract may in part refer to application contracts, but without the latter being able to replace the annual framework contract to be established prior to the execution of any service; - Other obligations to promote the commercial relationship between the Seller and the Customer not falling within the scope of commercial cooperation, specifying for each of them the purpose, the expected date of completion of the service and its terms of execution, as well as the remuneration or overall price reduction related to these obligations. Invoices from services established by the Client must comply with the provisions of article L. 441-9 of the French Commercial Code as well as the provisions of article 289 of the French General Tax Code and article 242 nides A of Annex II of the French General Tax Code. These services are subject to the VAT rate in force. Where the remuneration for the provision of the service is determined by applying a percentage to the annual turnover, the latter shall be understood to be net of any rebates, duties and taxes of any nature whatsoever and excluding any additional costs related to CITEO and any environmental contribution. The taken turnover is the effective one and paid by the Customer during the calendar year in question. In the event that the payment of rebates and/or services specific to promote the marketing of products and/or other services would be effected by way of advance payments, the turnover used as the basis for calculation shall be that achieved in year n-1 or the estimated n for determining the advance payments. However, in the event of a significant decrease in the turnover actually achieved, the Seller may at any time ask the Customer to reduce the amount of the advance payments. The Seller and the Customer will then meet to agree on a new method of calculation. In the event of late payment of invoices for commercial cooperation services and/or other services, the interest rate for late payment penalties payable by the Customer on the day following the date of payment stated on the invoice may not exceed three times the statutory interest rate. No penalty for late payment of advance payments will be accepted by the Seller.

7/ PROMOTIONAL OPERATIONS FOR CONSUMERS - NEW PROMOTIONAL INSTRUMENTS - OPERATIONS UNDER

MANDATE: In principle, the Seller refuses any promotional operation on its production. No promotion on its production can be made without its consent. However, in the event that the Seller and the Customer should set up one or more product sales promotion operations

intended for consumers, these shall be set within the framework of an agency agreement as known and defined by the Civil Code (Article 1984 et seq. of the Civil Code) and in accordance with the provisions of Article L. 441-4 of the Commercial Code. The Seller does not wish to proceed with an investment if it is supplemented by a Customer's contribution without prior discussion with the Seller, in particular on opportunity of this contribution. As part of an operation promotional, the Seller reserves the right to define a supply plan with each of its Customers. No speculative orders will be accepted.

8/ CONDITIONS FOR REGULATION

8. 1 Terms and conditions: The invoices of the Seller are payable upon confirmation of the order by the Seller on the basis of its pro-forma invoice. Exceptions to this rule are the responsibility of the Seller and are subject to guarantees of the Customer's solvency, guarantees of payment and the recurrence of future orders. In accordance with the provisions of Article L. 441-10 of the French Commercial Code, the payment and proper collection of invoices may not exceed 60 net days. Invoices are payable by bank transfer. No discount will be given for prepayment.

8. 2 Delay/Failure to pay: Failure to pay, even partial, an invoice or a single due date, makes immediately and as of right, without prior notice, all debts owed by the Seller, even if not yet due. In accordance with the provisions of Article L. 441-10 of the French Commercial Code, any partial or total non-performance by the Customer of his payment obligations or any delay in payment with respect to the due date indicated on the pro-forma invoice, shall entail, after a formal notice, the automatic payment of a contractual default interest corresponding to the interest rate set by the ECB plus 10 points, a contractual penalty clause set at 10% and the flat-rate compensation for recovery costs set at EUR 40 per unpaid invoice. It is specified that this lump-sum indemnity is not limited to the amount of other costs that may be incurred by the Seller for the collection of its invoices. Interest shall begin to accrue from the date of payment appearing on the pro forma invoice and shall continue to accrue until the date of full payment of all sums due. Any month started will be due in full. The amount of this interest any price reductions due by the Seller to the Customer shall be charged as of right. Unless expressly agreed by the Seller, no discount will be granted for advance payment. In the event of derogation as provided for in article

8. 1. , the Customer's payments are assigned first and foremost to the oldest invoices and, when the accounts are not cleared, give rise to the sending of a statement of account as a resumption of payment.

8. 3 Compensation: Payments due to the Seller may not, under any circumstances, be suspended or reduced or offset by any means at the sole initiative of the Customer, the prior written consent of the Seller being indispensable. Generally speaking, any compensation made by the Customer is prohibited, and if it is made without prior written consent of the Seller, it will be assimilated to a default of payment, permitting from then on the Vendor to refuse any new order of products and to immediately suspend current deliveries after having informed the Customer.

8. 4 Customer's collective procedure: In the event of known insolvency, payment beyond the due date, in the event of the opening of a legal safeguard procedure, receivership or judicial liquidation, the Seller may, subject to the mandatory provisions of Article L. 622-13 of the French Commercial Code:

- Proceed, by operation of law and without any other formality, to take back the products corresponding to the order in question and any previous unpaid orders, whether or not their payment is overdue,

- Cancel the current order(s) in full, by operation of law, upon simple notice given to the Customer, in the event that the Customer is insolvent, or in the event that the Seller is unable to fulfil its obligations under the terms of this Agreement, or in the event that the Customer is unable to fulfil its obligations under this Agreement, or in the event that the Seller is unable to fulfil its obligations under this Agreement. Client by registered letter with request for acknowledgement of receipt, without further formalities and without prejudice to the exercise of all other rights. The Seller reserves the right, in particular, in the event of deterioration of the Customer's credit or annual renegotiation with the Customer, to change the amount of the Customer's overdraft, to change the terms of payment previously agreed, to demand cash payment if this is not the case or to produce certain guarantees. This will particularly be the case if a sale, lease management, pledge or contribution of goodwill, or a change in the control or structure of its company" (merger, etc.) is likely to have an adverse effect on the credit of the Customer. In accordance with the provisions referred to in Article L. 622-7 of the French Commercial Code and by express agreement, in the event of the opening of a safeguard procedure, the unpaid amount of the invoices that it could have issued for services rendered to the Seller and that of any price reductions that may be due will be automatically offset against the sums that it would still owe to the Seller, the latter becoming immediately payable.

9/ COMMERCIAL DISPUTES: Disputes concerning an invoice: any complaint by the Customer must be addressed, in writing, to the Seller's invoicing department within one month of the issue of the invoice. Failing this, no claim will no longer be accepted by the Seller.

Dispute relating to the commercial relationship: any claim or dispute on the part of the Customer relating to all or part of the commercial relationship existing with the Seller, in particular with regard to the payment of financial benefits of any kind whatsoever (in particular of discounts or remuneration for the provision of services) relating to year n shall be formulated at the latest within 12 months of calendar year n+1. Failing this, and by express derogation from the provisions referred to in article L. 110-4 of the French Commercial Code, no complaint or contestation may be submitted and will therefore be considered as time-barred and therefore inadmissible.

10/ RESERVE OF OWNERSHIP: The Seller reserves ownership of the goods sold until the whole payment of their price in principal, interest and all incidental costs, in accordance with Articles 2367 to 2372 of the Civil Code. The effective credit to the Seller's account of the amount due to him shall be considered as a settlement. By virtue of this retention of title clause, it is notably forbidden for the Customer to process, sell, package, pledge or transfer by way of security, goods that have not been paid for in full. In the event of non-payment of the price at any of the agreed deadlines, the Seller may take back the goods wherever they are, and in particular from members, franchisees, customers, and the sale will be resolved by right without formality or prior formal notice if he sees fit. In the event of seizure proceedings of any kind or any other intervention by a third party on the goods sold, the Customer must imperatively and immediately inform the Seller in order to allow him to oppose it and preserve his rights on pain of damages.

11/ EXCLUSION OF ALL PENALTIES: Notwithstanding any clauses or provisions to the contrary which may appear in purchase conditions and/or listing contracts and/or logistical conditions and/or special agreements, expressly accepted by the Seller during the commercial negotiation, no penalty of any kind whatsoever will be accepted by the Seller without the latter's prior written agreement and this, regardless of the reason for the penalty. Any request for a penalty must be sent to the Seller within a maximum period of 2 months from the operative event. Any invoice for penalties and/or debit note issued by the Customer must be accompanied by the supporting documents necessary for the Seller to assess its validity (cf. CEPC Recommendation 19-1 on Logistical penalties) and in particular a minimum of:

- the order number concerned - the expected date and time of collection - the reason for the penalty (delay, non-conformity, missing...) - the details of each reference concerned by the incident - the quantity concerned by the incident.

Upon receipt of these supporting documents, the Seller and the Customer shall exchange adversarial taking into account all relevant circumstances. Penalties are not in themselves certain debts. As a result, penalties do not may not be subject to compensation under articles 1347-1 et seq. of the Civil Code, only after verification of the reality of the Customer's grievance and prior written consent of the Seller after an adversarial debate. Any compensation not authorised by the Seller will be treated as a default of payment, and the Seller will then be entitled to refuse any new order and to stop deliveries corresponding to pending orders. Only the damage that may have been suffered and previously demonstrated by the Customer may, after prior written consent of the Seller, be entitled to compensation. If no agreement is reached, the damage suffered will be assessed by an expert appointed by the President of the Commercial Court of Nevers at the request of the most diligent party. In the event of violation of this clause by the Customer, the Seller may refuse any new order for products and suspend his deliveries. The Seller also reserves the right to deduct from the discounts or remuneration for services due, any amount that the Customer would have automatically deducted.

12/ INTELLECTUAL PROPERTY: In principle, the Seller does not want the Customer to use its brand and visuals. However, if the Customer wishes to use its trademark and reproduce visuals of its products and logo on promotional media such as leaflets, POS, magazines or on the Internet, in direct connection with the sale of the products, he will make an express request to the Seller who will confirm his agreement in writing within 2 working days. In the event of any exploitation of these elements contrary to its agreement and/or its brand image, the Seller will be obliged to demand the cessation of the broadcasts in question and compensation, the amount of which will be determined according to the damage suffered by the Seller, without the Seller having to prove this. Where applicable, the Seller undertakes to collect, process, use and transfer any personal data in accordance with the provisions in force and in particular the General Data Protection Regulation.

13/ APPLICABLE LAW: All contractual relations between the Seller and the Customer resulting from the application of these GCS, as well as any special agreements that may be concluded, and all disputes arising therefrom, regardless of their nature, shall be subject to French law, even if the products are sold to a Customer established outside French territory.

14/ JURISDICTION ATTRIBUTION: Any litigation having its origin in the execution of the contractual relations established between the Salesman and the Customer, as well as the acts which will be the consequence of it, will be subjected to the jurisdiction of the competent courts of NEVERS notwithstanding any incidental request or any call in guarantee, or in case of plurality of defendants. The Seller will nevertheless have the ability, if it sees fit, to refer to any other competent jurisdiction, in particular the one of the Customer's registered office or that of the location of the delivered goods.

The French version takes precedence over the translation of the English text.