



# CHÂTEAU LES MANGONS

SAS D&C ASSOCIATES

N°3 Les Mangons - 33220 Pineuilh  
France

+33 (0) 5 57 46 17 27

[info@chateaulesmangons.com](mailto:info@chateaulesmangons.com)

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

## TERMS OF SALES

English Version

---

## **PREAMBLE**

These General Terms and Conditions of Sale (GTCS) apply, without restriction or reservation, to all sales concluded by "D&C ASSOCIATES", a company registered with the Commercial and Companies Registry of LIBOURNE under number 949 652 085. They are intended to govern the contractual relationships between the company and its customers in the course of its commercial activity. These general terms and conditions of sale apply to products sold by D&C ASSOCIATES, under a brand or trade name owned by it or under its control, as of February 1, 2023. The customer is required to review these general terms and conditions of sale before placing any order. The choice and purchase of wine are the sole responsibility of the customer. The photographs and graphics presented are not contractual and do not engage the responsibility of the seller. The customer is required to refer to the description of each product in order to know its essential properties and characteristics. Product offers are understood within the limits of available stocks, as specified when placing the order. These general terms and conditions of sale apply to the exclusion of all other conditions, in particular those applicable to sales in stores or through other distribution and marketing channels. The customer declares that they have read and accepted these General Terms and Conditions of Sale. D&C ASSOCIATES reserves the right to modify its GTCS, its products as well as its prices at any time and without prior notice. These modifications will have no effect on current orders. The General Terms and Conditions of Sale are available at any time on the website <https://www.chateaulsmangons.com/>.

## **1. ORDER AND ACCEPTANCE**

- It is the customer's responsibility to select the products they wish to order on the website. Product offers are valid as long as they are visible on the website and within the limits of available stocks. Any order placed on the website constitutes the formation of a distance contract between the customer and D&C ASSOCIATES.
- D&C ASSOCIATES reserves the right to accept, refuse, or cancel an order, providing justification for the latter two cases.
- D&C ASSOCIATES reserves the right not to record a payment and not to confirm an order for any reason whatsoever, particularly in case of supply problems or difficulties regarding the received order.
- D&C ASSOCIATES implements the double-click procedure, allowing the customer to verify their purchases before validating their order. The customer will receive a confirmation email summarizing their order, which they can track at any time on the website. In case of product unavailability after placing your order, we will inform you by email. Following this, we will offer you an alternative solution. If the alternative solution is refused, the order will be automatically canceled, and no bank debit will be made, or a full refund will be issued if the payment has already been processed.

## **2. PRODUCT CHARACTERISTICS**

In accordance with consumer law, the characteristics of the products are available on the D&C ASSOCIATES website and include: the seller's identity, their domicile, the prices and details of the products, as well as delivery times. D&C ASSOCIATES declares in good faith about the quality of its products and assures the absence of hidden defects in them. All products supplied by D&C ASSOCIATES benefit from the legal warranty provided for in articles 1641 and following of the Civil Code.

## **3. PRICE AND PAYMENT**

- The prices of wines are indicated in euros and are subject to change without notice.
- Products are invoiced at the rate in force on the merchant website.
- The rates take into account any discounts granted by D&C ASSOCIATES, are firm, and not subject to revision during their validity period.
- Prices do not include processing, shipping, transportation, and delivery fees, which are invoiced separately, under the conditions indicated on the website and calculated prior to placing the order.
- The total payment of the invoice must be made in full at the validation of the order and corresponds to the total amount of the purchase including ancillary fees. Payments made by the customer will only be considered final upon effective receipt by D&C ASSOCIATES of the amounts due. D&C ASSOCIATES will not be obliged to deliver the products ordered by the customer if the latter does not pay the full price.

## **4. DELIVERY AND TRANSFER OF OWNERSHIP**

The conditions below are valid only for delivery in Metropolitan France. For delivery to Corsica, the Overseas Departments and Territories, or abroad, please contact us at the following number: +33 5 57 46 17 27. Deliveries are made subject to availability and in the order of receipt of orders. We advise you to group your purchases into a single order. We cannot combine two separate orders, and you will be responsible for the shipping costs for each of them.

- Wines are delivered to the address indicated by the buyer, unless otherwise specified.
- D&C ASSOCIATES retains ownership of the goods sold until full payment of the price, including both principal and ancillary fees. Consequently, D&C ASSOCIATES reserves the right to reclaim full ownership of the goods sold and not yet paid for by the buyer, without altering the buyer's responsibilities.
- The products are shipped under the responsibility of D&C ASSOCIATES according to agreements made with its partners until the order is received by the customer.
- The delivery deadline varies depending on the customer's address. For an address in Metropolitan France, it is set at the day of payment + 14 working days.

In case of a shipping delay, you will receive an email informing you of any potential impact on the delivery time provided to you.

In the event of delivery by a carrier, D&C ASSOCIATES cannot be held responsible for a delivery delay due to unavailability of the customer after multiple appointment proposals.

- It is the responsibility of the customer to check the conformity and integrity of the expected parcels in the presence of the delivery driver. In case of missing items or damages, specific reservations (number and type of missing and/or broken bottles) must be made with the delivery driver. A report of breakage and/or missing items must be established and signed by the delivery driver and the customer. The customer has the right to refuse the delivery if the product(s) are missing and/or damaged.

- The customer must notify the supplier of any breakage and/or missing items as soon as possible by phone at +33 5 57 46 17 27 or by email at [m.comps@chateaulsmangons.com](mailto:m.comps@chateaulsmangons.com). This report must be submitted to the seller within a maximum period of 48 hours upon receipt of the merchandise.

- If the ordered products are delivered after the indicative delivery date, due to any other force majeure event or due to the customer's actions, the sale may be terminated at the written request of the customer under the conditions provided for in the articles of the Consumer Code: in case of breach by the professional of its obligation to deliver the goods on the date or at the expiration of the deadline provided for in the first paragraph of Article L. 216-1 or, failing that, no later than thirty days after the conclusion of the contract, the consumer may terminate the contract by registered letter with acknowledgment of receipt or by a written document on another durable medium, if, after having enjoined, under the same conditions, the professional to deliver the goods or provide the service within a reasonable additional period, the latter has not done so within this period.

The contract is considered terminated upon receipt by the professional of the letter or document informing him of this resolution, unless the professional has complied in the meantime.

- The consumer may immediately terminate the contract when the professional refuses to deliver the goods or provide the service, or when the professional fails to fulfill its obligation to deliver the goods or provide the service on the date or at the expiration of the deadline provided for in the first paragraph of Article L. 216-1, and this date or deadline constitutes an essential condition of the contract for the consumer.

- This essential condition arises from the circumstances surrounding the conclusion of the contract or from an express request from the consumer before the conclusion of the contract. The amounts paid by the customer will then be refunded to him no later than fourteen days following the date of denunciation of the contract, excluding any compensation or withholding.

## **5. WARRANTY AND LIABILITY**

The products supplied by D&C ASSOCIATES are covered by the legal warranty against hidden defects resulting from a defect in material, design, or manufacturing affecting the delivered products and making them unfit for use.

D&C ASSOCIATES shall not be held liable in the following cases:

- Non-compliance with the legislation of the country in which the products are delivered, which it is the responsibility of the customer to verify.
- In case of improper use, storage, or handling by the customer.
- In case of force majeure resulting in delay or non-performance of its obligations.

D&C ASSOCIATES' warranty is, in any event, limited to the replacement or refund of non-compliant products or products affected by a defect.

## **6. RIGHT TO RETRACT AND COMPLAINTS**

In accordance with the Consumer Code, the customer has 14 days to retract from the contract from the receipt of the product.

- The customer is required to check the condition of the delivered products. They have a period of 14 days from the delivery to make complaints by email to [m.comps@chateaulesmangons.com](mailto:m.comps@chateaulesmangons.com) accompanied by supporting documents: detailed explanations, photos, (videos if necessary). After this period and failing to comply with these conditions, the products will be deemed compliant and free from any apparent defects, and no claim will be validly accepted by D&C ASSOCIATES.
- D&C ASSOCIATES will refund or replace, at its own expense and as soon as possible, the products delivered which are non-compliant or affected by apparent or hidden defects duly proven by the customer in accordance with the terms set out in these T&Cs and following the Consumer Code.
- Any claim regarding invoices must be received by D&C ASSOCIATES within 10 days from the date of issue of the invoice. Otherwise, no claim will be admissible.

## **7. INTELLECTUAL PROPERTY AND BRAND PROTECTION**

- The content of the website, contractual and informational documents, and graphics are the property of D&C ASSOCIATES and its partners, and are protected by French and international laws relating to intellectual property.
- D&C ASSOCIATES owns several trademarks that have been registered in French at the INPI and are protected by their renewal without limitation.
- Any reproduction, exploitation, redistribution, or total or partial use of the content of these trademarks without the prior written consent of D&C ASSOCIATES is strictly prohibited in France and internationally, and may constitute an act of counterfeiting punishable by law and brought before the competent courts.

## 8. APPLICABLE LAW AND LANGUAGE

The domicile of D&C ASSOCIATES, these General Terms and Conditions of Sale (GTCS), and the transactions arising from them are governed by and subject to French law. These CGV are drafted in the French language. In the event of translation into one or more foreign languages, only the French text shall prevail in case of dispute. Any dispute between the parties regarding the interpretation, performance, or non-performance of these CGV and any dispute arising between the parties in connection with their commercial relationship shall be subject to the exclusive jurisdiction of the court at the registered office of D&C ASSOCIATES.

## 9. CONFIDENTIALITY AND PERSONAL DATA

The personal information provided will be processed in accordance with data protection laws.

- The collection and processing of personal data is the responsibility of Ms. Manuela COMPS. This data is collected for order processing and delivery.
- Under no circumstances will this data be transmitted or sold to other websites, companies, or individuals. However, the beneficiary of confidential information is authorized to transmit it to any supervisory, control, or judicial authority entitled to demand communication of confidential information.
- Unless the customer expressly agrees, their personal data will not be used for advertising or marketing purposes (except for the newsletter, to which the customer is automatically subscribed for free and can unsubscribe at any time).
- D&C ASSOCIATES will retain the collected data for a period of 5 years, covering the prescription period of applicable contractual civil liability.
- D&C ASSOCIATES implements organizational, technical, software, and physical measures to maximize the protection of personal data against alteration, destruction, and unauthorized access. However, it should be noted that the Internet is not a completely secure environment, and D&C ASSOCIATES cannot guarantee the security of transmission or storage of information on the Internet.
- In accordance with applicable data protection regulations, customers and users of the website have the following rights at any time:
  - Update and delete the data concerning them by writing to Ms. Manuela COMPS: [m.comps@chatealesmangons.com](mailto:m.comps@chatealesmangons.com)
  - Delete their account, customers can write to Ms. Manuela COMPS at [m.comps@chatealesmangons.com](mailto:m.comps@chatealesmangons.com).
  - Exercise their right of access to know the personal data concerning them, customers can write to Ms. Manuela COMPS at [m.comps@chatealesmangons.com](mailto:m.comps@chatealesmangons.com).
  - Object to the processing of their data, customers can write to Ms. Manuela COMPS at [m.comps@chatealesmangons.com](mailto:m.comps@chatealesmangons.com).

The data controller must respond within a maximum period of one month following the customer's request.

Any refusal by the data controller must be justified. The customer is informed that in case of refusal, they may lodge a complaint with the CNIL (Commission Nationale de l'Informatique et des Libertés, Complaints Department - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07) or bring legal action.

The personal data collected are as follows:

- Customer's name and surname
- Customer's age
- Customer's postal address
- Customer's phone number
- Customer's email address