

# Vins & Vinos

## Terms and Conditions

### 1. About these terms and conditions

#### 1.1 Company information:

Vins & Vinos  
38 Rue Barbes  
11000 Carcassonne  
France

Email: vins.vinos@gmail.com

Company ID: 510666381

1.2 These Sale Terms and Conditions (“**T&C**”), set out the terms and conditions that will apply when you place an order through our web store. If you are unable to understand, or have any questions about, these T&C please contact us. Please note that the act of placing and order implies tacit agreement of these T&C. Please note that T&C are subject to change so review and save or print a copy of these terms prior to each order that you submit.

1.3 These T&C do not affect your legal (statutory) rights under your applicable national laws relating to the sale of consumer products.

1.4 The sales contract will be concluded in the English language.

### 2. Order and acceptance

2.1 Each order submitted constitutes an offer to purchase products from us. Orders are subject to our acceptance and we may, at our discretion, refuse to accept your order, including where:

- 1.orders cannot be processed due to an error in information you have provided to us;
- 2.there is an error on our site relating to the products that you have ordered, for example an error relating to the price or description of the product as displayed on our site; or
- 3.the products that you have ordered are no longer available through our site.

We will, unless we suspect that your order was placed for fraudulent purposes, send you an email and/or telephone you, if we are unable to accept your order, informing you of the reason.

2.2 After we receive your order, you will receive an email from us confirming receipt of your order. If you do not receive an email, contact us before you try to place another order for the same product.

2.3 We will send you an email when we dispatch all the products covered by your order to confirm that your order has been accepted by us.

2.4 If you have any questions, comments or concerns regarding our order acceptance policy, or if you consider that your order was rejected by us in error, please contact us.

### 3. Product availability

We will have the right, at any time, to make changes to information about products displayed on our site, for example information about prices, description or the availability of products and we may do

so without first giving you notice of the changes. We will not, however, make any changes to the price, availability or description of any product after we have accepted an order to supply the product to you.

#### 4. Customer initiated order cancellations and changes

You can make changes to or cancel your order at any time before your order has been processed by us. To make changes to your order, please contact us. If your order has already been dispatched, you will only be able to request a refund or exchange of the product: please see our Return Policy.

#### 5. Order tracking

You can track the progress of your order by logging into the UPS Tracking Service with the Tracking number emailed to you when your order is shipped.

#### 6. Delivery

6.1 In case of some products we might not be able to ship the product to all countries. Please check shipping options are available to your country before placing an order. If we do not currently ship to your country, please contact us directly for a quote to send your order.

6.2 Shipping and handling charges will depend on the value of your order and the country to which the product is being shipped. Any customs duties or tariffs that may be imposed on the deliveries will be paid by you via the site. This does not apply to countries within the European Union as all tariffs are prepaid.

6.3 Any delivery dates provided to you in connection with your order are estimates. Although we aim to provide you with as accurate estimates as possible, we cannot promise that they are accurate.

6.4 We reserve the right to deliver the ordered products in separate shipments.

6.5 Products that we deliver to you will become your property at the time that you receive it provided that we have received full payment for the product. As soon as we have delivered the product to you, you will become responsible for it and for any loss or damage to it thereafter.

6.6 It is the responsibility of the person receiving the package on delivery to ensure the products and packaging arrive without any damage. The transporter is liable for any damage incurred to products in it's care.

#### 7. Prices and payment

7.1 The product price is always the price indicated in the web store when you place your order. The price includes VAT.

7.2 Products and their postage are paid in conjunction with the order. The available payment methods are displayed in connection with the product order form in the online shop. Online payment methods are provided by Paypal according to their terms as detailed on their site.

7.3 In the event that a transaction is refused, please contact us for alternative payment options if you wish to continue with your purchase.

#### 8. Returns / Refunds / Exchanges

##### 8.1 Refunds or exchanges in case of a faulty product

If you wish to exchange or return for a refund a product which is faulty when you receive it, you can do so in accordance with and pursuant to applicable law and our Return Policy.

This provision does not set-aside your mandatory legal rights in this respect.

##### 8.2 Refunds for non-faulty merchandise

You can exercise the right to cancel an order within fourteen (14) days from the date that the product is received in accordance and pursuant to the terms of our Return Policy.

8.3 The client is responsible for all shipping costs of returning non faulty products.

## 9. Our liability to you

9.1 Nothing in these T&C will exclude or limit our liability to you for fraud, death or personal injury or any other liability which the law states may not be excluded or limited.

9.2 We will not be liable to you under a contract for:

- 1.any loss of profit, loss of income, loss of business, loss of revenue or loss of goodwill;
- 2.any loss or corruption of or damage to data; or
- 3.any damage to your health or wellbeing through the abuse of alcohol; or
- 4.any damage, short or long term, to any foetus during pregnancy whereby the mother consumes our products; or
- 5.any loss or damage which was not a reasonably foreseeable result of either our breach of a contract or our breach of our legal duty of care. Loss or damage is "reasonably foreseeable" if, at the time that we and you entered into a contract, such loss was either contemplated by us and you or you notified us that the loss may occur if we breached the contract or our legal duty of care.

## 10. Personal information

Should you chose to create an account on your site [www.vinsvinos.com](http://www.vinsvinos.com) and place an order, you will be providing us with your personal information. We will use your personal information to process your order and deliver the products ordered and for other limited purposes.

## 11. General terms

The contract between you and us is governed by the laws of France.

If either you or we do not enforce or delay enforcing any of our rights under a contract, this will not stop us from doing so at a later date.

If any provision of a contract is not valid or legally enforceable, that term will be deleted and the remaining terms will not be affected.

## 12. Contact us

If you have any questions about these T&C, please contact us by submitting a request via email or telephone.