

GENERAL TERMS AND CONDITIONS OF SALE

last update : 17th/06/2024

The general conditions of sale are concluded on one hand by the company NICOLAS DIRECT, LLC with a share of capital of 122.000 euros, headquartered at 1 Rue des Oliviers 94320 Thiais, registered in the Créteil Trade and Companies register under SIREN number B 343 093 464 hereinafter referred to as "Nicolas Direct" and on the other hand, by any individual or legal entity wishing to make purchase via the NICOLAS website hereinafter referred to as "the Customer".

The Professional Customer within the meaning of these GTCs is defined as any customer, natural person or legal entity who is registered in the trade or employment register, who contracts for purposes that do not fall within the scope of his commercial or professional activity, i.e. the transaction that he carries out with NICOLAS DIRECT is not intended for resale to his ultimate customers within the context of his activity. The professional Customer being assimilated within the framework of the contractual relation to a non-professional according to the definition of the preliminary article of the Consumer Code. The professional customer undertakes not to trade in products purchased on the NICOLAS.COM website.

Contractual object

The purpose of these general terms and conditions of sale is to set out the contractual provisions between Nicolas Direct and the Customer and the conditions applicable to any purchase made through the Nicolas.com website, for the consumer. The acquisition of a good or a service through the site implies an acceptance without reserve by the customer of the general terms and conditions of sale.

Legal information

Ordinance No 59-107 of the 7th of January 1959 and the Law No 74-631 of the 5th of July 1974 prohibit the sale and offer of alcoholic beverages to minors and similar persons. Therefore, by filling your order form, you acknowledge that you have the legal capacity to enter into this contract.

Alcohol abuse is dangerous for your health. Consume in moderation.

NICOLAS DIRECT collects personal data regarding the buyer as well as, if applicable, that of the recipient of the order, all the data collected is necessary to process your order and are intended for NICOLAS DIRECT services. Personal data is processed in accordance with the law No 78-17 of the 6th of January 1978, amended, known as the "Data processing and freedoms Act" and the regulation 2016/679 of the European Parliament and Council of the 27th of April 2016 known as the General Regulation for Data Protection (GRDP). You have the right to access, query, rectify, update and delete any data that is concerning you as inaccurate, incomplete, equivocal or outdated, or

whose collection would be prohibited, as well as a right of objection under Article 21 of Regulation 2016/679, or opposition to the use of data for prospecting purposes, in particular commercial ones, to the restriction of processing when you have objected to it, when you dispute the accuracy of the data, when the processing is unlawful or when you need it for the establishment, exercise or defence of your legal rights. You also have a right to the portability of your data.

Exercise of these rights must be done:

- By post to Nicolas Direct – Web Service – 1 rue des Oliviers 94320 Thiais;
- By the form available on the page: <https://www.nicolas.com/en/contact.html> by choosing the subject of your demand with the right that you wish to exercise.

Alcohol abuse is dangerous for your health. Consume in moderation.

The purpose, recipients, retention and conditions periods under which NICOLAS collects and processes personal data are set out in the site's GCUs and the site's "PRIVACY POLICY", which details all the information relating to the processing of personal data as well as the rights of the persons concerned in connection with such processing.

Characteristics of the items for sale

The items proposed appear in the catalogue on the Nicolas.com website. These items are offered within the limits of stock availability. Each item is supported by a description drawn up by Nicolas.com. The photographs in the catalogue are as accurate as possible but cannot ensure a perfect similarity with the item proposed.

Geographic zone

Sales online or products presented on the website are reserved for buyers who live in mainland France.

Prices

Prices in the catalogue are prices including VAT in euros taking into account the VAT applicable on the day of the order; any change in the rate may be reflected in the price of the articles. Nicolas reserve the right to modify the price at any time, it being understood that the price in the catalogue on the day of the order will be the only one applicable to the Customer. The prices shown do not include order processing fees. The prices are only valid in mainland France.

Shipping charges, customer taxes and formalities are exclusively at the Customer's expense.

Orders

The customer places an order on the website "www.nicolas.com". To purchase one or more items, they must complete the following order process:

- Selecting items and adding them to the cart
- Validation of cart contents

- Identification on the website and registration on the identification form, on which it will indicate all the requested coordinates
- Selecting the method of payment and accepting the GCU
- Payment confirmation

The customer will receive an order confirmation email.

The customer can, at any time during the ordering process, view the details of their order as well as the total price and correct any errors, before confirming it in order to express their acceptance.

Nicolas reserve the ownership of articles until full payment of the order, i.e. receipt of the order price by NICOLAS DIRECT.

NICOLA DIRECT reserves the right to cancel or refuse any order from a customer with whom there is a dispute over payment of a previous order or a customer without the capacity to enter into a contract. Any order implies acceptance of price and descriptions of the items available for sale.

Nicolas is committed to honoring the order received on the website within the limits of stock availability.

Payment terms

Payment of purchases is made through one of the following means, at the Customer's convenience:

- By credit card
- By transfer*
- By PayPal

*Shipping will occur after the transfer.

Order Control

Given the resurgence of fraud recorded in the context of e-commerce and in order to secure payments, for any order made by customer on the NICOLAS.COM website, NICOLAS DIRECT will check the elements of the order before delivery.

According to the article L 3342-1 of the public health code, prohibiting the sale of alcohol to minors under eighteen (18) years old, the customer agrees, by validating their order, that they are over 18 years old. NICOLAS DIRECT reserves the right to ask the customer for a copy of valid ID that will confirm the Client's majority. In the case where NICOLAS DIRECT makes this request to the customer, the lack of presentation of a valid form of ID will lead to cancellation of the order by NICOLAS DIRECT.

NICOLAS DIRECT reserves the right not to accept an order for a legitimate reason. This legitimate reason may correspond to a suspicion of fraud relating to the abnormality of the order.

All orders will in any case be honored within the limits of stock availability.

Shipping and delivery times

The delivery time for French customers is as follows:

- France: 24h home delivery, for orders validated before 12pm

All orders placed and paid for on Nicolas' website before 12pm from Monday to Friday (excluding weekends and public holidays) will be prepared and dispatched the same day, subject to payment validation.

Example: An order placed on Friday before 12pm is prepared on Friday and delivered on Monday. An order placed on Friday after 3:00 pm will be prepared on Monday and delivered on Tuesday.

NICOLAS DIRECT undertakes to deliver the orders placed by the Customer within the specified time. If these articles have not been delivered within 7 working days from the delivery date provided for in the order, and if this delay is not linked to a case of force majeure, the Customer may proceed to the resolution of the sale by sending a registered letter with acknowledgement of receipt to the following address NICOLAS DIRECT - customer service - 1 rue des Oliviers 94320 Thiais. The sums paid by the Customer will then be entirely refunded to him.

As an exception, during the peak period from December 1 to January 31, the Client will be able to proceed to the resolution under the same conditions after a period of 10 working days from the delivery date planned at the time of the order, and if this overtaking is not linked to a case of force majeure.

The Customer has a period of 30 working days from the date of the dispatch of the order to report non-receipt and request cancellation of the sale and a refund of the items.

The customer must inform NICOLAS DIRECT as soon as possible of any failure to receive the order after it has been shipped. After this delay, no resolution of the sale will be accepted.

If the goods are not received within 30 days, NICOLAS may offer the customer to return the undelivered goods at NICOLAS DIRECT's expense.

The customer is required to check the good condition of the delivered items. Any anomaly noted (missing item, damaged package, broken item...) must be indicated to NICOLAS DIRECT within 3 days of receipt.

Circumstances beyond our control

We cannot be held responsible for losses, damages, faults or failure to deliver of a shipment once it is established that there are circumstances beyond our control. By "circumstances beyond our control", it should be understood in particular:

- Fortuitous or force majeure events, namely in particular: earthquakes, cyclones, storms, floods, wars, road, train or airplane accidents, embargoes...
- Any faults or peculiarities related to the nature of the shipment, even if it would have been known to us at the time of our acceptance
- Any act, deficiency, or negligence of any third party, for example, the recipient, any interested party, any customs employee or any other official, postal services, any transporter or other parties to whom the shipment would be entrusted by our transport provider, to serve areas not directly served by itself, even if the sender had not requested or been informed of the use of a third party

Consequential damages

In the event of noncompliance with our commitments and whatever the cause, NICOLAS DIRECT will only be responsible for refunding the delivery service subject to the reservations set out above (Dealy in Delivery) and in no case for consequential damages that the customer may claim. These consequential damages and losses are understood in particular by any loss of income, profits, interests or markets and any loss related to the inability to use all or part of the shipment.

Breakage during shipment

If a package arrives damaged to the recipient (breakage of the bottle(s)), the recipient must refuse the package. The transporter will take care of informing NICOLAS DIRECT. Upon receipt of this information, NICOLAS DIRECT undertakes to immediately reship an identical package to the recipient. Under no circumstances can the customer ask a refund of the product and the delivery package.

Withdrawal Period: exchange and return

Customers, nonprofessional individuals, benefit from a withdrawal period of fourteen days(14) from the delivery of their order to return the product to NICOLAS DIRECT for an exchange or reimbursement without penalty.

. The customer is responsible for return costs. The customer will be fully reimbursed as fast as possible and at the latest 14 days after the date on which they exercised their right to withdraw, depending on the receipt of the order.

[Click here to download the withdrawal form.](#)

Conditions of exchange and return for a refund

The returned items must be intact, unopened and in perfect condition. They have to be resent in a condition that is suitable for reselling.

The customer must carry out their return using a carrier of their choice and at their own expense.

The client should keep the proof of deposit of the package from the service provider responsible for the return. In the absence of this proof, no exchange or refund can be carried out in the event of a lost package.

Responsibility

NICOLAS DIRECT cannot be held responsible for non-performance of this contract, in the event of out of stock or unavailability of a product, force majeure and, in particular in the event of a partial or total strike, flood, fire or other natural disasters and generally any event that prevent proper execution of the order.

Electronic signature

The « OK » associated with the authentication and non-repudiation procedure, and the protection of all messages constitutes an electronic signature. This electronic signature has the value, between the parties, of a handwritten signature.

Proof

Computerized registers, conserved in Nicolas' computer systems in reasonable security conditions, will be considered proof of communications, orders and payments made between the parties.

Amicable settlement of disputes

These general conditions of sale above are governed by French law. In the event of difficulties in the application of the general conditions of sale, we invite you to find an amiable solution by contacting our Customer Service. If you are not satisfied with the answer given by the Customer Service, you can resort to the mediation service for customer disputes by addressing your complaint by email to our mediator: Mr Florent MEUSNIER, Customer Service Manager at fmeusnier@nicolas.com

Otherwise, the French courts will have jurisdiction.

Signed proof of delivery

We commit to provide information on the delivery position by telephone free of charge. We will be able to provide proof of delivery signed by the recipient of your order. This option is chargeable and you will be invoiced 4.50 euros (including VAT) per proof requested. You will receive it within 3 weeks from the date of the request and the payment of the amount due for this proof to NICOLAS DIRECT, by credit card, PayPal or transfer.

Headquarters: NICOLAS DIRECT – 1 Rue des Oliviers 94320 Thiais
SIREN : 343 093 464
VAT No: FR18 343 093 464

Chief Executive: Eudes Morgan
Publication director: Eudes Morgan

LEGAL WARRANTIES

Refunds for products considered non-conforming or defective will be made as soon as possible after the seller has established the lack of conformity or the hidden defect. The refund will be made by using the same payment method than the one used by the customer for the initial transaction;

NICOLAS warns the customer about the characteristics of the products sold and about the fact that wine is a living material which requires the respect of certain storage conditions such as the control of temperatures, luminosity and hygrometry as well as the removal of harmful or toxic substances (bad smell, hygiene...), the buyer must take all the necessary measures for its good conservation. .

NICOLAS cannot be held responsible for the defective nature of the product if it is proven that these conditions have not been respected. The customer may choose between

repairing or replacing the good, depending on the cost conditions set out in Article L.217-9 of the Consumer Code.

GENERAL TERMS AND CONDITIONS OF SALE FOR THE TELEPHONE PURCHASE SERVICE WITH REMOTE PAYMENT

last update : 17th/06/2024

The following conditions of sale are concluded, on one hand by Etablissements Nicolas, a public limited company with a capital of 1,921,152 euros, headquartered at 1 rue des Oliviers 94320 Thiais, registered in the Créteil Trade and Companies Register under SIREN number 542 066 238, hereinafter referred to as "NICOLAS".

And on the other hand, by any natural or legal entity wishing to make a purchase via the remote payment service of Nicolas, hereinafter known as "the Customer".

LEGAL INFORMATION

Order n°59-107 of the 7th of January 1959 and the law of the 5th of July 1974 prohibit the sale and offer of alcoholic beverages to minors and similar persons. The order and purchase of alcoholic products is limited to legal age individuals. Thus, the Customer acknowledges that it has the legal capacity to conclude this contract.

Alcohol abuse is dangerous for your health and should be consumed in moderation.

PURPOSE

The purpose of these general terms and conditions of sale is to establish the contractual provisions between Etablissements Nicolas and the Customer as well as the conditions applicable to any purchase made by telephone with remote payment by the Customer.

The acquisition of a good through this method of payment implies an unconditional approval by the Customer of the current general conditions of sale.

Therefore, the Customer undertakes to read these general terms and conditions of sale and to accept them before ordering and paying for the goods. He is invited to keep a copy.

NICOLAS may change these general terms and conditions of sale at any time. The general terms and conditions of sale applicable are those in force on the date of the order by the Customer.

DESCRIPTION OF THE TELEPHONE PURCHASING SERVICE WITH REMOTE PAYMENT

The telephone purchase service with remote payment is a service set up by NICOLAS for its customers enabling them to order and purchase one or more items directly from a

shop by telephone, depending on stock availability. This service is intended for customers residing in mainland France in participating stores.

The items available for this service are those listed in the catalogue published on the Nicolas.com website.

When the Customer chooses the telephone purchase service with remote payment, the articles ordered are taken directly from the stock of a NICOLAS shop. These items are therefore offered within the limits of stocks available in the shop.

In accordance with article L111-1 of the French Consumer Code, the Customer may before ordering consult the main characteristics of the articles on the nicolas.com website. Pictures in the catalogue are as accurate as possible but cannot ensure perfect similarity.

PRICES

The prices are in euros including VAT, taking into account the VAT applicable on the day of the order.

Any change in the rate may be reflected in the price of the articles. NICOLAS has the right to modify its prices at any time, knowing that the price appearing in the catalogue and the order form on the day of the purchase will be the only one applicable to the Customer.

Prices are valid only for mainland France.

Shipping costs and formalities are entirely at the customer's expense.

ORDERS

In order to benefit from remote payment when ordering, the Customer is required to contact a store offering this service (information available on the NICOLAS.com website).

The Customer is expected to provide the necessary information for the execution of his order (such as, his surname, first name, delivery address (if applicable), billing address, valid email address, telephone number if applicable).

After the shop has checked the availability of the products, the Customer will be sent an order form by email (including in particular the date of the order, the quantity, the characteristics and the reference of the products ordered, the billing and delivery address, the means of payment, the unit and total price including VAT, costs and indicative delivery time) allowing him to check the accuracy of his order before confirmation by clicking on a link/box.

If they notice an error or wish to modify the order, it is their responsibility to contact the shop that took the order to make the necessary corrections before validation. A new order form taking into account the new request will be sent to the Customer by email, requiring validation by clicking on a link/box.

After approval, the Customer will be invited to proceed to payment. Therefore, they will

receive an electronic payment link valid for a period of 24 hours.

Once the payment has been made, a confirmation of the transaction and the order will be sent by email.

The Customer will receive the original invoice when the order is handed in at the store or when it is delivered to the address provided.

The order form sent by electronic means does not constitute an invoice.

CONTROL OF ORDERS

Considering the increase of frauds recorded in e-commerce framework and in order to secure payments, for any order made by a Customer via the remote payment service, NICOLAS may control the elements of the order before delivery.

In application of article L 3342-1 of the public health code, prohibiting the sale of alcohol to minors under the age of eighteen (18), the Customer undertakes, by approving his order, to be at least 18 years old. NICOLAS has the right to ask the customer for a copy of a valid ID document that will confirm the customer's majority.

In cases where NICOLAS makes this request to the customer, the failure to present a valid ID document will result in the cancellation of the order by NICOLAS.

NICOLAS reserves the right not to accept an order for a legitimate reason. This legitimate reason may correspond to a suspicion of fraud linked to the abnormality of the order.

Every order will in any case be fulfilled within the limits of available stocks.

PAYMENT

Payment of purchases is made via a universal payment link sent electronically by the company PayTweak, which is responsible for secure remote payment.

The payment link has a limited validity period of 24 hours from the date of issue.

All VISA and MASTERCARD bank cards are accepted.

In the event that, for any reason whatsoever (including opposition, refusal or other), the payment due by the Customer would be impossible, NICOLAS has the right to suspend or cancel any order.

DELIVERY, SHIPMENT AND DELIVERY TIME OF THE ORDER

The delivery to the store or the dispatch of the order, depending on the Customer's choice, will be made after receipt of full payment by NICOLAS.

The delivery times and costs will be calculated at the time of the order by the shop according to the destination, the quantity and the availability of the products.

NICOLAS undertakes to deliver the orders made by the Customer within the specified time limits. If these articles have not been delivered within 3 days of the delivery date specified in the order, and if this delay is not linked to a case of force majeure, the Customer may cancel the sale by sending a registered letter with acknowledgement of receipt to the following address Etablissements Nicolas - Customer Service - 1 rue des Oliviers - 94320 Thiais. The sums paid by the Customer will then be fully refunded.

The indicative delivery time for French customers is as follows:

- France: 3 working days

The Customer has a period of 30 working days from the date of dispatch of the order to report the non-reception and request the cancellation of the sale and the refund of the items. After this period, no cancellation of the sale will be accepted.

The Customer is expected to check the good condition of the items delivered. Any anomaly noticed (missing item, damaged package, broken item, etc.) must be indicated within 3 days to Nicolas, following receipt.

CIRCUMSTANCES BEYOND OUR CONTROL

NICOLAS cannot be held responsible for loss, damage, mistakes or failure of delivery if it is established that there are circumstances beyond its control.

By "circumstances beyond our control", we are referring in particular to:

- Unforeseeable circumstances or force majeure, such as: natural disasters (such as earthquakes, cyclones, storms, floods), wars, road, rail and air accidents, embargoes, total or partial strikes, fire or any other event as defined by French positive law;

- Any defect or feature related to the nature of the shipment even if it was known at the time of our approval;

- Any act, failure or negligence of a third party, e.g. the addressee, any interested third party, any customs employee or other administration, postal services, any carrier or other third party to whom the consignment is entrusted by our transport provider to deliver areas not directly covered by him, even if the sender has not requested or been informed of the involvement of a third party.

CONSEQUENTIAL DAMAGES

In case of non-compliance with our commitments and whatever the cause, NICOLAS will only be responsible for refund of the service and in any circumstances for consequential damages that the Client may claim. These consequential damages and losses include any loss of income, profits, interests or markets and any loss due to the impossibility of using all or part of the shipment.

BREAKAGE DURING SHIPMENT

If a package arrives at the recipient's home damaged (breakage of the bottle(s)), the recipient must refuse the package or express reservations on the delivery note or, failing that, the invoice to be sent to the carrier within 3 days.

The wine merchant will inform NICOLAS. After receiving this information, NICOLAS undertakes to immediately reship an identical package to the recipient. Under no circumstances may the Customer claim a refund of the product and the delivery charge.

RIGHT OF WITHDRAWAL: REFUND AND RETURN

Withdrawal period

Customers, natural persons and non-professionals, have a withdrawal period of fourteen days from the delivery of their order to return the product to NICOLAS for exchange or refund without penalty, and without return costs.

[Click here to download the withdrawal form](#)

Notification of the withdrawal right and its consequences

According article L221-21 of the French Consumer Code, in order to exercise his right of withdrawal, the Customer must notify NICOLAS of his decision to withdraw before the expiry of the 14-day period following receipt of the order. The notification shall be done by using the withdrawal form available on the nicolas.com website or by any unambiguous statement expressing his wish to withdraw.

The customer must return the goods through [his own means and/or with Nicolas' partner carrier]. The wine merchant will acknowledge receipt of the returned goods. We strongly recommend you to return the products in their original packaging, as we can only take back products that are returned in their entirety (e.g. box with accessories), all of which must be intact and in good condition.

Return costs are at the customer's expense. The Customer will be reimbursed in full (all sums paid including delivery costs with the exception of any return costs) as soon as possible and no later than 14 days after the date on which they exercised their right of withdrawal under condition of receiving the order. The refund will be made by the same method of payment.

The SELLER may defer the refund until receipt of the goods or until the CUSTOMER has provided proof of shipment of the goods, the date chosen being the first of these events. Some products and services cannot be subject to a right of withdrawal, according to the provisions of article L221-28 of the French Consumer Code. In particular, supplies of goods made to the consumer's requirements or clearly personalized.

CONDITIONS OF EXCHANGE AND RETURN FOR REFUND

In the event of an exchange or return for refund, the items must be returned to the store intact, unopened and in perfect condition, within [30] days. They must be in a condition to be sold again.

In the case of a return by carrier, the Customer must make the return via [a carrier partner of Nicolas].

If the Customer were to return items by another method, bearing the cost of return, they would not be eligible for any refund or exchange from Nicolas.

The Customer must keep the proof of deposit of the package with the provider in charge of the return. In the absence of this proof, no exchange or refund can be made in the event of loss of the package.

PROOF AND ARCHIVING

Any contract concluded with the Customer corresponding to an order of more than 120 euros including VAT will be archived by NICOLAS for a period of ten (10) years according to article L213-1 of the French Consumer Code.

The computerized registers, kept in NICOLAS' computer systems under reasonable security conditions, will be considered as proof of communications, orders and payments made between the parties.

DATA PROTECTION

Information collected on the Customer is subject to computer processing and is essential for the handling and execution of the order, purchase and delivery. The data collected includes: Customer's first and last name, company name (if applicable), telephone number and/or email address, and a delivery/billing address.

In addition, in order to verify and guarantee the security of the transaction, the following personal data is collected during the transaction:

- IP address
- The type of operating system used
- The type of device used
- The type of browser used
- The plug-ins installed on it
- The approximate geolocation of the BUYER from his IP address at the time of the click
- Information on the internet service provider

Personal data are processed in particular for the following purposes: management of orders / purchases, follow-up and payment, anti-fraud verification, management of complaints if necessary.

For this purpose, the data may be communicated to third parties. Customer's personal data is not transferred outside the European Union.

Personal data is kept for the duration of the contractual relationship, and then 6 months after the contract has expired.

In accordance with the French Data Protection Act of 6 January 1978 amended and the General Regulation on the Protection of Personal Data (EU) 2016/679 of 27 April 2016, you have the right to access, rectify, delete and oppose the processing of your data, as well as the right to erasure and portability. To exercise these rights, the customer should send a written request to Cabinet d'avocats POGGI, Anne-Sophie Poggi, Avocat à la Cour, 33 avenue de l'Opéra, 75002 Paris, aspoggi@poggiavocats.com, appointed Data Protection Officer (DPO)..

DISPUTES

These general conditions of sale are governed by French law. Any dispute relating to the interpretation or execution of these terms and conditions shall, in the failure of an amicable solution, be referred to the competent courts.

In the event of difficulties, we invite you to seek an amicable solution by contacting our Customer Service beforehand. Any request or claim must be made to NICOLAS - Customer Service - 1 rue des Oliviers, 94320 THIAIS.

If you are not satisfied with the answer provided by Customer Service, you may refer to the mediation service for consumer disputes by sending your complaint by email to our mediator: Mr Jean PIZZIO, Trade and Distribution Ombudsman - FCD, 12 rue Euler, 75 008 PARIS in order to request an amicable settlement.

LEGAL WARRANTIES

Refunds for products considered non-conforming or defective will be made as soon as possible after the seller has established the lack of conformity or the hidden defect. The refund will be made by using the same payment method than the one use by the customer for the initial transaction;

NICOLAS warns the customer about the characteristics of the products sold and about the fact that wine is a living material which requires the respect of certain storage conditions such as the control of temperatures, luminosity and hygrometry as well as the removal of harmful or toxic substances (bad smell, hygiene...), the buyer must take all the necessary measures for its good conservation. .

NICOLAS cannot be held responsible for the defective nature of the product if it is proven that these conditions have not be respected. The customer may choose between repairing or replacing the good, depending on the cost conditions set out in Article L.217-9 of the Consumer Code.

GENERAL CONDITIONS OF SALE FOR THE MON MAGASIN EN LIGNE SERVICE (ONLINE PAYMENT AND PICKUP IN STORE)

last update : 17th/06/2024

The following conditions of sale are concluded, on the one hand, by the company Etablissements Nicolas, a public limited company with a capital of 1,921,152 euros, whose headquarters are located at 1 rue des Oliviers 94320 Thiais, registered in the Créteil Trade and Companies Register under SIREN number 542 066 238, hereinafter referred to as "NICOLAS". And on the other hand, by any natural or legal entity called "CUSTOMER" wishing to make a purchase via the NICOLAS.COM website associated with MON MAGASIN EN LIGNE service.

The Professional Customer according to these GTC is defined as any customer, natural or legal entity who is registered in the trade or employment register, who contracts for purposes that do not fall within the framework of his commercial or professional activity, i.e. the transaction that he carries out with Etablissements Nicolas does not have as aim the resale to his final customers within the scope of his activity. The professional Customer being assimilated as part of the contractual relation to a non-professional as defined in the preliminary article of the Consumer Code. The Professional Customer undertakes not to trade in products purchased on the NICOLAS.COM website and collected in shop via MON MAGASIN EN LIGNE service.

LEGAL INFORMATION

Ordinance n°59-107 of the 7th of January 1959 and the law of the 5th of July 1974 prohibit the sale and offer of alcoholic beverages to minors and similar persons. The order and purchase of alcoholic products is limited to people of legal age. Consequently, the Customer acknowledges that it has the legal capacity to conclude this contract.

The abuse of alcohol is dangerous for your health and should be consumed in moderation.

PURPOSE

The purpose of these general conditions of sale is to establish the contractual provisions between Nicolas and the Customer as well as the conditions applicable to any purchase made on the NICOLAS.COM website with MON MAGASIN EN LIGNE service in a NICOLAS shop participating in MON MAGASIN EN LIGNE service in mainland France and Monaco.

The acquisition of a good through this method of payment and service implies unreserved acceptance by the Client of the present general conditions of sale.

Therefore, the Customer undertakes to read these general terms and conditions of sale and to accept them before placing its order and paying for it. They are invited to keep a copy.

NICOLAS has the right to modify these general terms and conditions of sale at any time. The later applicable are those in force on the date of the order by the Customer.

DESCRIPTION OF THE MON MAGASIN EN LIGNE SERVICE

MON MAGASIN EN LIGNE is a service set up by NICOLAS for its customers. It allows the customer to buy directly on the nicolas.com website products available in store, and then to collect the order in the shop of his choice within 3 days.

1/ CREATING AN ACCOUNT

When ordering for the first time, the customer must create a personal account by indicating his e-mail and a password. The customer must fill in his personal information (title, surname, first name, date of birth, address, e-mail address, phone number) in the "ACCOUNT CREATION" form. These login details will be requested for all orders placed on the NICOLAS.COM website.

It is specified that the customer is solely responsible for his password. They alone shall bear the consequences of its use by third parties who may have had knowledge of it. The creation of an account authorises NICOLAS to use the customer's e-mail address or mobile phone number to communicate any information concerning their reservations or orders.

The customer is invited to accept the present general conditions of sale after reading them by ticking the dedicated box.

2/ PRODUCTS ELIGIBLE FOR MON MAGASIN EN LIGNE SERVICE

The items eligible for MON MAGASIN EN LIGNE, and the shops that offer it, are identified by the words "AVAILABLE IN STORE".

3/ HOW MON MAGASIN EN LIGNE SERVICE WORKS

The customer will be able to proceed with MON MAGASIN EN LIGNE service via the NICOLAS.COM website:

- When browsing the NICOLAS.COM website, the customer must log in to their account or create a customer account according to the modalities indicated in 1/
- The customer must choose the NICOLAS shop from which they wish to collect their order at the delivery method stage. Once the shop has been selected, the customer will have access to the details, days and opening hours of the chosen shop
- Once the order has been registered, the customer can view the order with the products, quantity and price, options, as well as MON MAGASIN EN LIGNE modalities
- A confirmation or refusal to process the order via MON MAGASIN EN LIGNE service, will be sent to the customer by e-mail within 3 hours, subject to the shop's opening days and hours
- In the event of unavailability of the product(s), the order may be cancelled unilaterally
- If the Customer has used its privilege card when placing a order via MON MAGASIN EN LIGNE service, the loyalty points will be credited within 3 days.

4/ PRODUCT PRICES

Product prices include all taxes, taking into account the VAT applicable on the day of the order; any change in the rate may be reflected in the price of the articles. The prices of the products include, besides product prices, the handling and packaging costs of the products.

The prices invoiced are those in force on the day of the order and appearing on the order confirmation sent by e-mail to the customer.

5/ PAYMENT OF THE ORDER

The payment of the order is made directly on the nicolas.com website. The invoice will be made available on the customer area once the order has been collected by the customer and confirmed by the wine merchant.

6/ METHODS OF PAYMENT

Payment for purchases is made by credit card only.

7/ORDER CONTROL

In view of the increase in fraud recorded in e-commerce and in order to secure payments, for any order placed by a customer on the NICOLAS.COM website, ETABLISSEMENTS NICOLAS will check the elements of the order before it is collected from the shop.

In application of article L 3342-1 of the Public Health Code, prohibiting the sale of alcohol to minors under the age of eighteen (18), the customer undertakes, by validating his order, to be at least 18 years old. ETABLISSEMENTS NICOLAS has the right to ask the customer for a copy of a valid ID document which will confirm the majority of the Customer; this age confirmation will also be carried out in the shop. In cases where ETABLISSEMENTS NICOLAS makes this request of the Customer, the failure to present a valid ID document will result in the cancellation of the order by ETABLISSEMENTS NICOLAS.

ETABLISSEMENTS NICOLAS has the right not to accept an order for a legitimate reason. This legitimate reason may correspond to a suspicion of fraud linked to the abnormality of the order.

8/ IN-STORE COLLECTION

Upon confirmation of the order via MON MAGASIN EN LIGNE service in the selected shop, the customer must come to the shop within 3 days, within the limit of the shop's opening days and hours. At the end of this period, the products will be put back on sale and the customer will be automatically refunded.

When collecting the order, the customer must go to the store with the order confirmation and an ID document.

9/ RIGHT OF WITHDRAWAL

Délai de rétractation

Non-professional customers have a withdrawal period of fourteen (14) days from the date of collection of their order in the shop to return the product they have chosen in clickandcollect, for exchange or reimbursement without penalty, by completing the withdrawal form.

[Click here to download the withdrawal form.](#)

10/CONDITIONS FOR EXCHANGE AND RETURN FOR REFUND

In the event of an exchange or return for refund, the items must be returned to the shop intact, unopened and in perfect condition, within [30] days. They must be in a condition to be re-sold.

11/PROOF AND ARCHIVING

Any contract concluded with the Customer corresponding to an order of more than 120 euros including VAT will be archived by NICOLAS for a period of ten (10) years in accordance with article D.213-1 of the Consumer Code.

The computerised registers, stored in NICOLAS' computer systems under reasonable security conditions, will be considered as proof of the communications, orders and payments made between the parties.

12/DATA PROTECTION

The information collected on the Customer is subject to computer processing and is essential for the handling and execution of the order, the purchase and the discount. The data collected includes: the Customer's surname and first name, company name (if applicable), phone number and/or e-mail address, and a delivery/billing address.

In addition, in order to verify and guarantee the security of the transaction, the following personal data is collected during the transaction:

- The IP address
- Type of operating system used
- Type of device used
- The type of browser used
- The plug-ins installed on it
- The approximate geolocation of the BUYER from his IP address at the time of the click
- Information on the internet service provider.

Personal data is processed in particular for the following purposes: management of orders/purchases, follow-up and payment, anti-fraud verification, management of complaints if necessary.

To this end, the data may be communicated to third parties. The Customer's personal data is not transferred outside the European Union.

Personal data is kept for the duration of the contractual relationship, and then 6 months after the contract has expired.

In accordance with the French Data Protection Act of the 6th of January 1978, as amended, and the General Regulation on the Protection of Personal Data (EU) 2016/679 of the 27th of April 2016, you have the right to access, rectify, delete and oppose the processing of your data, as well as the right to erasure and portability. To exercise these rights, the customer should send a written request to Cabinet d'avocats POGGI, Anne-Sophie Poggi, Avocat à la Cour, 33 avenue de l'Opéra, 75002 Paris, aspoggi@poggiavocats.com, appointed Data Protection Officer (DPO).

13/ DISPUTES

The present general conditions of sale are subject to French law. Any dispute relating to the interpretation or execution of these terms and conditions shall, in the absence of an amicable solution, be referred to the competent courts.

In the event of difficulties, we invite you to seek an amicable solution by contacting our Customer Service beforehand. Any request or claim must be made to NICOLAS - Customer Service - 1 rue des Oliviers - 94320 THIAIS.

If you are not satisfied with the answer provided by Customer Service, you may have recourse to the mediation service for consumer disputes by sending your complaint by e-mail to our designated mediator: Mr Jean PIZZIO, Trade and Distribution Ombudsman - FCD, 12 rue Euler - 75 008 PARIS in order to seek an amicable settlement.

14/LEGAL WARRANTIES

Refunds for products considered non-conforming or defective will be made as soon as possible after the seller has established the lack of conformity or the hidden defect. The refund will be made by using the same payment method than the one use by the customer for the initial transaction;

NICOLAS warns the customer about the characteristics of the products sold and about the fact that wine is a living material which requires the respect of certain storage conditions such as the control of temperatures, luminosity and hygrometry as well as the removal of harmful or toxic substances (bad smell, hygiene...), the buyer must take all the necessary measures for its good conservation. .

NICOLAS cannot be held responsible for the defective nature of the product if it is proven that these conditions have not be respected. The customer may choose between

repairing or replacing the good, depending on the cost conditions set out in Article L.217-9 of the Consumer Code.