

# Terms and conditions

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## I. Application of the terms and conditions of sale

The present conditions apply to the sale of products from the Cognac-Expert.com website. Cognac-Expert.com is a website of french company Super SARL, based in Logis de Beaulieu 16190 Poullignac, France.

Consequently, the act of placing an order via the Cognac-Expert.com website implies complete acceptance, without reservation, of the aforementioned Terms and Conditions. This excludes all other documents such as prospectus and catalogues that are transmitted by Cognac-Expert.com or are present on its website, which has only an indicative worth.

The fact that the vendor does not reiterate the Terms and Conditions does not imply that the vendor will subsequently renounce these conditions.

Our offers are exclusively reserved for private customers, and exclude wine brokers and traders. Texts and pictures presented on our website are provided for information purposes only, and do not form part of our contractual liability under any circumstances.

## II. Price, Taxes and Import Duties & Fees

### **Indication**

Prices indicated are in Euros (€), USD (\$) and Canadian Dollars (CDN). Prices are indicated with tax included or with tax included. Typically prices are displayed without shipment cost, if not indicated otherwise. There may be special offers that include shipping fees. The price stated on the confirmation order is the total sum owing and includes all French/EU taxes and costs.

Potential further taxes, duties/customs, for personal alcohol import: Your order may be subject to local taxes and we are not responsible for potential import duties or any other taxes or fees. The customer will have to deal with local customs or any concerned authority. Please note that it's the responsibility of the customer that the product is properly imported, if not stated otherwise.

We only guarantee full fulfillment of taxes and customs fees in certain states of the United States of America.

For the following states, we cannot be held responsible in terms of taxes and customs fees: Alabama, Arizona, Arkansas, Colorado, Georgia, Hawaii, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, South Dakota, Tennessee, Utah, Washington, West Virginia, Wisconsin. These US states are called limited US states' and the customer has the full responsibility for the parcel once it enters the US, for both delivery and potential taxes and customs fees.

### **Billing**

A detailed bill will be provided upon request. All bills will mention VAT when applicable.

## III. Availability of products / Images and Packaging

On our website, the products set out are all theoretically available. If we are unable to deliver a product for any reason, we will refund you the total cost of the order within ten days of the email sent to you informing that the ordered product is unavailable. Refunds will be carried out through a credit to your account via the same procedure used for payment. We cannot be held liable if products from the producers working with us are out of stock, leading to a delay in the delivery of your order.

The images of each Product on our website are for illustration purposes only. Although we have made reasonable efforts to display the appearance of each Product accurately, we cannot guarantee that your computer's display will accurately reflect the appearance of that Product. The Product which we deliver to you may vary slightly from the images on our website. Whether a Product will be delivered complete with a box or any other Product-specific outer packaging will depend upon a number of factors. Even a Product which is pictured on our website with Product-specific outer packaging may not be available with that packaging, as our suppliers do not always include Product-specific outer packaging when delivering a Product to us, and because the specifications of a Product may change from time to time. If you want to receive Product-specific outer packaging together with any Product which you order, please contact us before you place your order so that we can check whether that Product is available with Product-specific outer packaging.

#### IV. Costs of carriage

How we calculate the cost of carriage:

Carriage costs vary in relation to the delivery destination, the weight, the number of articles and customs fees and taxes if applicable. They do not vary in relation to monetary value of the order.

Choice of delivery options:

US shipments are shipped via FedEx, except to limited states.

In general, all other orders are delivered via the French postal service, using registered parcel post. The shipment cost is calculated in terms of the current rates set by the postal service.

If you would prefer your order to be sent using Express Delivery please contact us directly via email at: [shop@cognac-expert.com](mailto:shop@cognac-expert.com)

#### V. Methods and times of delivery

The carrier will deliver the order to the address indicated by the purchaser at the time of ordering (or, in the case of no-one being available to take delivery of the order, a delivery note will be left by the carrier).

Time frames for delivery:

The time frames of delivery vary in accordance to the delivery option chosen and the delivery destination. These time frames begin after the verification of client details, receipt of payment and bank authorization in the case of immediate payment (credit card payment). For further details review our [shipping conditions](#).

Exclusions to these time frames: It is expressly stipulated that delivery time frames for orders of old vintage, Collection, Reserve, Prestige and Hors d'Age +50 years old are not guaranteed to be

delivered within the above parameters (these are clearly identified as such next to the individual products listed on the site).

In all cases, deliveries should be made within a maximum of thirty (30) days, including the date the order was processed. If it is not possible to deliver within 30 days, the consumer will be informed at the earliest possible stage. The customer will then have the option to cancel the order if the order is not in transit.

In the case of cancellation the customer can either replace products or receive a refund.

We emphasize that we can neither guarantee specific delivery dates nor delivery time frames.

The customer hereby agrees not to open a dispute if the product should arrive later than 30 days.

## VI. Carriage and responsibility

All orders are shipped using global shipping companies (e.g. FedEx), and are insured against any damage or loss. We will arrange for a replacement to be delivered as soon as possible.

However, it is the responsibility of the customer to provide a valid and reachable shipping address that is able to receive the parcel.

- We cannot be held responsible for an incorrect or insufficient shipping address that results in a failed delivery.
- We cannot be held responsible because of a refusal to receive the package or other reason that leads to non-delivery (e.g. customer did not collect package from local post office).

If a delivery cannot be successfully delivered then it will be returned to sender. The customer is responsible for all return shipping fees.

### *Costs of returns in the event of unsuccessful delivery*

- USA: Minimum fee US\$120, but can be higher depending on weight, size, or value.
- All other countries; USA limited states: Shipping fee is identical to outbound shipping cost.

Returned parcels: Once the returned parcel is received then the purchase price (minus the cost of outward and return shipping) will be refunded to the customer. Parcel/s can be re-shipped if required following re-payment of the additional shipping fee.

We cannot be held responsible for any delay, blocked parcels or seizure at the level of the client's local customs or any other import/tax authority. It is the responsibility of the client to communicate and/or clear customs, cover any fees, duties or taxes if they should occur.

## **Damaged Items**

You must inspect your parcel on arrival for any visible damage on the OUTSIDE (e.g. leakage) of the package in the presence of the delivery person. In the unlikely event of visible damage, please DO NOT refuse the package. Instead, you need to declare damage to the delivery person who will provide you with written confirmation of the damage. (See also VIII).

In case of damage and in order to claim a refund or a replacement, you have to report the **damage within 48 hours** after receiving the package. Please send us an e-mail to [claim@cognac-expert.com](mailto:claim@cognac-expert.com) with the following details: Order reference/invoice ID, date and time package received, photos of damaged goods, written confirmation from delivery person of damage). You will receive a reply to confirm that your claim has been received.

Please note: If you send the claim later than 48 hours of arrival of the shipment, we will not be able to refund or replace the broken or damaged goods.

## VII. Returns policy

### Your rights

As stated in article L. 121-16 of the Consumers' Code, France, you have the right to return goods, at your own cost, in good condition and in the original packaging with the original bill, within seven (7) days (including the day of delivery), to the registered headquarters of Super SARL Logis de Beaulieu 16190 Poullignac or [shop@cognac-expert.com](mailto:shop@cognac-expert.com) as indicated above, for exchange or refund. Such rights will be strictly limited to products not used or opened and returned in good condition.

### Returns expenses

Super SARL will not pay the cost of carriage for goods returns except in the event of either of the two following conditions being fulfilled:

#### **The goods received are not those ordered**

You have expressed your misgivings/damage issues regarding your delivery to the carrier (see article VI: Carriage and Responsibility).

In either of these two cases, please contact our customer service department - details of which can be found in point XI of these Terms and Condition. They will provide you with details regarding the organization of the return of your product.

## VIII Information obligation in case of damage

Delivered goods with obvious damage to the packaging or the contents should immediately be reported to the carrier / freight service and a complaint issued. This does not affect the customers warranty rights. Also the Seller should be informed immediately to via E-mail to enable the Seller to take legal actions against the carrier / freight service.

## IX. Payment

As soon as your order has been confirmed on the website (Step 5 of the checkout "Payment"), the price of ordered goods is payable by one of the following methods:

- 1 – Credit or debit card: Via Stripe payment using our SSL secured payment server. A secure procedure for payment over the Internet by means of credit/debit card has been put in place. This procedure is based upon common encryption technology SSL the reference for secure payment. Please Note: Card acceptance varies and depends on the payment provider.
- 2 - Bank wire or postal transfer  
If you wish to make payment by Swift transfer to our French account at Cr dit Agricole,

select the option, if available. Alternatively, contact us directly via email at: shop@cognac-expert.

We accept domestic bank wire payments in USD (to a national USD account), GBP (to a national GBP account) and EUR (to a French bank account)

- 3 - Paypal: Only available for order shipped to the USA

## X. Deed of title

Ownership of the goods changes to the purchaser once payment for goods is received in full. Once the goods are being delivered (in transit) the purchaser is automatically responsible for them. Transfer of ownership of goods therefore implies the transfer of risks.

## XI. Data confidentiality

### Access and rectification rights

In order to provide a quality service that can respond to your needs, we need to record some of your personal details (surname, first name, address).

If you wish to change any of the details held on your account, you should write to our Customer Service Department, stating your surname, first name and address.

In accordance with the Information Systems and Liberty Law of 6th January 1978, France, you have the right of access and rectification of the data recorded. According to French law, the processing of such information has been declared to the French CNIL, who have assigned the following number - 1635942 - to Cognac-Expert.com

It is also possible to modify your information by simply contacting our Customer Service Department by telephone

### Banking information

When you buy online, your bank details are neither stored nor are visible on the Internet. It is not possible to intercept the information you send. We guarantee the confidentiality of your data by means of the security server software used (SSL).

## XII. Applicable law and jurisdiction

Please contact our Customer Service Department, if there should be an issue with the application of the Terms and Conditions of Sale.

Customer Service Department Cognac-Expert.com /  
Logis de Beaulieu  
16190 Poullignac  
France

Logistics Department Cognac-Expert.com  
France from Monday to Saturday: 10:00 until 18:00  
E-Mail: shop@cognac-expert.com

In the case of negotiation failure, the following conditions will apply:  
A contract concluded in France by a French consumer from France:

These General Conditions are subject to French law. Therefore, any order is subject to French law; Within the context of interpretation and execution of this contract, all litigation will be brought before the legal jurisdiction located at our registered office in Poullignac.

A contract concluded by a consumer ordering from a country other than France:

These General Conditions are subject to French law. Therefore, any order is also subject to French law. Within the context of interpretation and execution of this contract all litigation will be brought before the applicable jurisdiction as stated by rules of conflict of law and by the directives and the rules of the European Union.

## XII. Protection of minors and sanitary mentions

In accordance with articles L. 3342-1 and L. 3353-3 of the French Public Health Code, which stipulates that the sale of alcohol to minors under the age of eighteen (18) years of age is strictly forbidden, you are required to confirm that you are over eighteen (18) years of age at the time of ordering, by ticking the appropriate box.

Cognac-Expert.com reminds you that any abuse of alcohol is dangerous for your health. It should therefore be consumed and enjoyed in moderation. Pregnant women should avoid drinking alcohol, even in small quantities, as it could have serious consequences to the health of the baby.

## XIII. Tracking orders

If you wish to know the status of your order/s (in preparation, has been shipped, etc.) our Customer Service Department is at your service.

Cognac-Expert.com

E-Mail: [shop@cognac-expert.com](mailto:shop@cognac-expert.com)

## Version

- Initial version: 01 December 2015
- Previous version: 17 May 2016 ([Download PDF](#))
- Previous version: Aug 22 2016 ([Download PDF](#))
- Previous version: Sept 06 2017
- Modified current version: Dec 01 2018