

Terms and conditions

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.

The conditions include our partnership with La Cognathèque. La Cognathèque has its own terms and conditions of sale very similar to that of Cognac-Expert.com. Both sets of conditions are automatically made available to the buyer on the Home Page of the Internet site of both parties.

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 have 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.

The only state where we guarantee full fulfillment of taxes and customs fees is the United States of America.

Billing

A detailed bill will be provided with the delivery of your order, if requested. All bills will be issued in Euros (€) and will mention VAT when applicable. All bank payments must be made in Euros (€).

III. Availability of products

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.

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:

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

Please note: In a very small minority of cases, when the gross weight of an item is more than 2kg, the shipping costs will be slightly higher.

If you would prefer your order to be sent via Express Delivery please contact us directly via email at: 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).

Continental France and Corsica: 3 workdays

French Overseas Departments and Territories: 12 - 15 days

Other EU countries: 8 -10 days

Rest of the World 12 - 15 days

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. 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 - Via Stripe payment using our SSL secured payment server. Payment by credit/debit card.

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.

How to order using a credit/debit card on the site?

At the time of payment, enter your card number, expiry date and security number - these are immediately encrypted and then sent over the Internet. Therefore no confidential information circulates on the network without prior encryption.

Please Note: Card acceptance varies and depends on the payment provider.

2 - Bank wire or postal transfer

Please contact us directly using email: shop@cognac-expert.com if you wish to make payment by Swift transfer to our French account at Société Générale.

VII. Carriage and responsibility

All orders are shipped with global shipping companies (e.g. FedEx) and are also insured against any damage or loss.

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 a false or insufficient shipping address that results to a failed delivery. Also we cannot be held responsible for a failed delivery because of refusal. If the shipping service tries to deliver without success the parcel will be sent back to sender. It is the responsibility of the customer who has either provided a false or insufficient shipping address or/and wasn't available for receiving the parcel. The costs of return are paid by the customer and are depending on weight/size and shipping destinations. The minimum amount is 45 EUR (approx. 50\$), the maximum is 100 EUR (approx. 115\$). In the case of a failed delivery the amount of the product, reduced by costs of return, will be refunded once the product is returned to sender, or we can ship the parcel again (once returned) if the shipping fee for a new delivery is paid again by the customer.

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.

We are not able to guarantee an exact delivery date.

Damaged Items

We send lots of bottles and it's very rare that a bottle is damaged. However, please open your package within 48 hours of arrival to verify that the contents of your package is not damaged.

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 with the following details: Your order reference or invoice ID, date and time when you received the package, a detailed photos of the damaged goods. You will receive a confirmation that we received your message.

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

VIII. 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 our partner, La Cognathèque, 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

Our partner, La Cognathèque, 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 VII: 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.

IX. 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.

X. 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).

XI. 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 at La Cognathèque

France from Monday to Saturday: 10:00 until 18:00

Telephone: +33 (0)5 45 82 43 21 - Fax: +33 (0)5 45 82 53 97

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

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