



MAISON DU PAPET
Sélectionneur de saveurs provençales

GENERAL TERMS AND CONDITIONS OF SALE B2B

Selector of Provençal Flavours

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Maison du Papet B.V.

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CHAPTER 1 – GENERAL

Article 1 – Definitions

In these General Terms and Conditions of Sale, the following terms shall have the following meanings:

1.1 Maison du Papet

The private limited liability company Maison du Papet B.V., established in Laren, the Netherlands, as well as its legal successors and affiliated companies.

1.2 Customer

Any natural person or legal entity acting in the exercise of a profession or business who enters into, or intends to enter into, an agreement with Maison du Papet.

1.3 Agreement

Any agreement between Maison du Papet and the Customer concerning the sale, delivery or distribution of Products.

1.4 Products

All goods offered by Maison du Papet, including but not limited to:

- still wine;
- sparkling wine;
- fortified wine;
- alcoholic beverages;
- delicatessen;
- gift packaging;
- corporate gifts;
- hospitality products;
- related products.

1.5 Logistics Partner

Any third party that carries out storage, fulfilment, excise handling, EMCS administration, transport or other logistics activities on behalf of Maison du Papet.

1.6 In writing

In writing shall also include communication by e-mail or other durable electronic means of communication.

1.7 Incoterms

The most recent version of the Incoterms® published by the International Chamber of Commerce (ICC), unless expressly stated otherwise.

Article 2 – Applicability

2.1 These terms and conditions apply to all:

- quotations;
- offers;
- order confirmations;
- agreements;
- deliveries;
- invoices;
- other legal relationships;
- between Maison du Papet and the Customer.

2.2 Deviations from these terms and conditions shall only be valid if confirmed by Maison du Papet in writing in advance.

2.3 The Customer's general terms and conditions are expressly rejected.

2.4 If one or more provisions of these terms and conditions prove to be wholly or partially void or are annulled, the remaining provisions shall remain in full force.

2.5 Maison du Papet reserves the right to amend these terms and conditions. Amended terms and conditions shall apply to new agreements as of the date of publication.

Article 3 – Quotations and Offers

3.1 All quotations and offers made by Maison du Papet are without obligation.

3.2 Quotations shall only apply to the products, quantities and term stated therein.

3.3 Obvious mistakes, printing errors, calculation errors, pricing errors or clerical errors shall not bind Maison du Papet.

3.4 Maison du Papet shall not be bound by a quotation if the Customer should reasonably have understood that it contained an error or mistake.

3.5 Quotations automatically lapse thirty days after their date unless stated otherwise.

Article 4 – Formation of Agreements

4.1 An agreement shall only be formed by:

a written order confirmation by Maison du Papet;

or

the actual execution of the order by Maison du Papet.

4.2 Verbal commitments or arrangements shall only be binding if confirmed in writing.

4.3 Maison du Papet reserves the right to refuse orders, in whole or in part, without stating reasons.

4.4 Maison du Papet may require additional information or advance payment before accepting an order.

CHAPTER 2 – PRODUCTS

Article 5 – Product Information and Specifications

5.1 All information about products is provided to the best of Maison du Papet's knowledge.

5.2 Images, tasting notes, descriptions, technical data and specifications are indicative.

5.3 Variations in:

- labels;
- packaging;
- capsules;
- bottle shapes;
- vintages;
- producers' specifications;
- shall not constitute a shortcoming provided the nature and quality of the product remain reasonably equivalent.

5.4 Maison du Papet reserves the right to implement producer changes and packaging changes without prior notice.

Article 6 – Availability and Allocation

6.1 Delivery is subject to availability of stock.

6.2 Maison du Papet is entitled to allocate available quantities among Customers at its own discretion.

6.3 In the event of limited availability, Maison du Papet may apply allocations.

6.4 No Customer shall have any claim to fixed quantities or future availability unless agreed in writing.

6.5 The unavailability of a product does not give rise to any right to compensation.

CHAPTER 3 – PRICES AND TAX PROVISIONS

Article 7 – Prices

7.1 All prices exclude:

- value added tax (VAT);
- excise duties;
- import duties;
- transport costs;
- packaging materials;
- other taxes;
- other government levies.

7.2 Prices are based on the cost factors applicable at the time of the quotation.

7.3 If cost-increasing circumstances arise after conclusion of the agreement, including changes in:

- excise duty rates;
- taxes;
- import duties;
- freight costs;
- energy prices;

Maison du Papet is entitled to pass on such costs.

7.4 Price adjustments do not entitle the Customer to terminate the agreement.

Article 8 – Excise Duties and Tax Obligations

8.1 Maison du Papet may use recognised external licence holders and logistics partners for storage and excise handling.

8.2 The Customer shall provide all information necessary for the correct tax processing of transactions.

8.3 Any additional assessments, fines, costs or damage arising from incorrect or incomplete information provided by the Customer shall be entirely for the account of the Customer.

8.4 Maison du Papet shall not be liable for delays caused by:

- tax authorities;
- customs authorities;
- excise authorities;
- EMCS systems;
- government measures.

8.5 If additional excise or export documentation is required for a delivery, the Customer shall provide all necessary cooperation.

CHAPTER 4 – PAYMENT

Article 9 – Payment Terms

9.1 New customers

New Customers shall pay the first three orders in full in advance, unless Maison du Papet confirms otherwise in writing.

9.2 Extension of credit

Following successful completion of the first three orders, Maison du Papet may, at its own discretion, grant a payment term of fourteen (14) days.

No rights for future transactions may be derived from a payment term granted on one occasion.

9.3 Invoices

Invoices shall be paid without:

- set-off;
- withholding;
- discount;
- suspension.

9.4 Default

Upon expiry of the due date, the Customer shall be in default by operation of law without further notice of default being required.

9.5 Statutory commercial interest

From the due date, statutory commercial interest shall be owed in accordance with Section 6:119a of the Dutch Civil Code.

9.6 Collection costs

All extrajudicial and judicial costs incurred by Maison du Papet in collecting its claim shall be entirely for the Customer's account.

9.7 Suspension

If the Customer fails to pay on time, Maison du Papet shall have the right to:

- suspend further deliveries;
- dissolve agreements in whole or in part;
- require advance payment for future orders.

9.8 Bankruptcy

All claims of Maison du Papet shall become immediately due and payable if the Customer:

- is declared bankrupt;
- applies for a suspension of payments;
- ceases its business operations;
- is placed under administration or guardianship.

CHAPTER 5 – DELIVERY AND LOGISTICS

Article 10 – Delivery

10.1 Delivery conditions

Unless agreed otherwise in writing, deliveries shall take place:

The Netherlands

DAP (Delivered At Place) – Incoterms® 2020

International deliveries

FCA (Free Carrier) – Incoterms® 2020

10.2 Delivery times

Delivery times stated by Maison du Papet are indicative.

Exceeding a delivery time shall not entitle the Customer to:

- compensation;
- suspension of payment obligations;
- termination of the agreement.

10.3 Partial shipments

Maison du Papet is entitled to deliver orders in instalments.

Each partial delivery may be invoiced separately.

10.4 Failure to take delivery

If the Customer does not take delivery of products at the agreed time, all costs resulting therefrom shall be for the Customer's account, including:

- storage costs;
- transport costs;
- administration costs;
- excise-related costs.

10.5 Refusal of Delivery

If the Customer refuses to accept the products offered, all costs resulting therefrom, including storage costs, return freight costs and administration costs, shall be for the Customer's account.

10.6 Minimum Order Value

Maison du Papet reserves the right to set a minimum order value for delivery. If an order does not reach the applicable minimum order value, Maison du Papet is entitled to charge a surcharge for handling, administration and transport costs.

B2B delivery Netherlands: minimum €250 excl. VAT

Free shipping from €500 excl. VAT

Article 11 – Logistics Services by Third Parties

11.1 Maison du Papet uses specialised logistics partners for:

- storage;
- fulfilment;
- order processing;
- excise handling;
- EMCS administration;
- transport.

11.2 Maison du Papet remains the Customer's contractual counterparty.

11.3 Maison du Papet shall not be liable for delays caused by:

- carriers;
- logistics partners;
- customs authorities;
- excise authorities;
- ports;
- airlines;
- government authorities.

11.4 Delays as referred to in this article shall not give rise to any right to:

- compensation;
- termination;
- set-off.

11.5 Breakage and Transport Damage

- The Customer must note visible transport damage or breakage on the waybill, delivery note or electronic proof of delivery immediately upon receipt.
- Damage not reported immediately shall be deemed to have arisen after delivery.
- Maison du Papet shall assess complaints regarding transport damage reasonably and, where possible, recover the damage from the carrier.

Article 12 – Passing of Risk

12.1 The risk of loss, damage or diminution in value of products shall pass to the Customer in accordance with the agreed Incoterm.

12.2 From the moment risk passes, all damage and losses shall be for the Customer's account.

12.3 Transport insurance shall only be taken out if agreed in writing.

CHAPTER 6 – RETENTION OF TITLE

Article 13 – Retention of Title

13.1 All products delivered by Maison du Papet shall remain the property of Maison du Papet until the Customer has fully satisfied:

- the purchase price;
- interest;
- costs;
- other claims arising from the agreement.

13.2 As long as ownership has not passed, the Customer may not:

- pledge the products;
- encumber the products;
- provide the products as security.

13.3 Resale in the ordinary course of business is permitted.

13.4 The Customer is obliged to keep the products separately identifiable.

13.5 In the event of non-payment, Maison du Papet is entitled to repossess the products.

The Customer hereby irrevocably grants permission to Maison du Papet to enter all locations where the products are located.

13.6 The costs of repossession shall be for the Customer's account.

CHAPTER 7 – COMPLAINTS AND RETURNS

Article 14 – Duty of Inspection

14.1 The Customer must inspect the products immediately upon receipt.

14.2 Visible deviations or damage must be reported in writing within 48 hours of delivery.

14.3 Hidden defects must be reported in writing no later than seven days after discovery.

14.4 Upon expiry of these periods, the delivery shall be deemed to have been fully accepted.

14.5 Quantity Discrepancies

Discrepancies between the quantity delivered and the quantity stated on the waybill, delivery note or electronic proof of delivery must be reported immediately upon receipt. Failing this, the quantities stated on the waybill, delivery note or electronic proof of delivery shall be deemed correct.

Article 15 – Complaints

15.1 A complaint must at least include:

- order number;
- invoice number;
- description of the defect;
- supporting images, if available.

15.2 Maison du Papet shall always be given a reasonable opportunity to investigate the complaint.

15.3 Complaints shall not suspend payment obligations.

15.4 If a complaint proves to be well-founded, Maison du Papet shall, at its own discretion:

- deliver a replacement;
- issue a credit note;
- repair, if possible.

Article 16 – Returns

16.1 Returns shall only be accepted following Maison du Papet's prior written consent.

16.2 Returns must take place:

- in original packaging;
- unopened;
- in resalable condition.

16.3 Specially ordered products shall not be taken back.

16.4 Also excluded from return are:

- allocation wines;
- seasonal products;
- custom products;
- specially imported lots.

16.5 Transport costs of approved returns shall be for the Customer's account unless agreed otherwise in writing.

16.6 Euro pallets, display materials, transport equipment and other packaging materials shall remain the property of Maison du Papet or its logistics partners unless agreed otherwise in writing.

Maison du Papet is entitled to charge the Customer for missing packaging materials or pallets at the replacement value applicable at that time.

CHAPTER 8 – WINE AND DELICATESSEN SPECIFIC PROVISIONS

Article 17 – Wine as a Natural Product

17.1 The Customer acknowledges that wine is a natural product.

17.2 Variations between different harvest years shall not constitute a defect.

17.3 Variations in:

- colour;
- aroma;
- taste;
- maturation;
- sediment;
- crystal formation;
- shall be regarded as natural product characteristics.

17.4 Such characteristics shall not give rise to any right to termination or compensation.

Article 18 – Vintages and Producer Changes

18.1 Maison du Papet reserves the right to deliver a different vintage if the offered vintage is not available.

18.2 The replacement vintage must originate from the same producer and the same wine estate unless agreed otherwise.

18.3 Changes in labelling, packaging or presentation shall not constitute a shortcoming.

Article 19 – Cork Taint and Bottle Deviations

19.1 Occasional bottle deviations may occur.

19.2 Cork taint shall only constitute grounds for replacement or credit if Maison du Papet can reasonably establish that a product defect exists.

19.3 Maison du Papet may require the relevant bottle to be returned for assessment.

19.4 The assessment of Maison du Papet or the producer shall be conclusive evidence of the existence of a product defect.

Article 20 – Storage and Temperature

20.1 After delivery, the Customer is responsible for the correct storage of the products.

20.2 A recommended storage temperature for wine of:

10°C to 18°C applies.

20.3 Products must be protected against:

- direct sunlight;
- frost;
- extreme heat;
- strong temperature fluctuations.

20.4 Damage arising from incorrect storage shall be entirely for the Customer's account.

Article 21 – Delicatessen

21.1 The Customer is responsible for compliance with all applicable food safety legislation after delivery.

21.2 The Customer must ensure correct storage in accordance with:

- producer instructions;
- best-before dates;
- statutory requirements.

21.3 Maison du Papet shall not be liable for any loss of quality occurring after delivery.

21.4 The Customer must ensure adequate traceability of products in accordance with applicable food safety legislation.

21.5 The Customer shall provide all cooperation reasonably necessary for compliance with applicable food safety, traceability and data protection legislation, including the General Data Protection Regulation (GDPR) insofar as applicable.

Article 22 – Product Recall

22.1 If a producer, authority or Maison du Papet considers a product recall necessary, the Customer shall provide full cooperation.

22.2 The Customer shall immediately identify and withdraw all affected products from the market.

22.3 The Customer shall, on request, provide all information necessary for carrying out a recall.

22.4 Maison du Papet shall only be liable for recall costs if this results from an error attributable to Maison du Papet.

CHAPTER 9 – LIABILITY

Article 23 – Liability

23.1 The total liability of Maison du Papet arising from an agreement, tort or any other legal ground shall be limited to the amount paid out in the relevant case under Maison du Papet's liability insurance.

23.2 If, for whatever reason, no payment is made under the insurance, liability shall be limited to the invoice amount of the relevant delivery to which the liability relates.

23.3 Any liability of Maison du Papet for indirect damage is excluded.

Indirect damage shall include, among other things:

- consequential damage;
- business damage;
- loss of profit;
- loss of turnover;
- reputational damage;
- loss of customers;
- missed savings;
- stagnation damage;
- damage due to business interruption.

23.4 Maison du Papet shall not be liable for damage caused by:

- incorrect storage;
- incorrect transport after delivery;
- incorrect use;
- mixing with other products;
- incorrect information provided by the Customer.

23.5 Any claim for compensation shall lapse twelve months after delivery of the relevant products.

23.6 The limitations of liability shall also apply for the benefit of:

- directors;
- employees;
- representatives;
- logistics partners;
- auxiliary persons;
- engaged third parties.

23.7 Maison du Papet shall not be liable for the costs of recall actions, storage, destruction or replacement of products unless there is intent or deliberate recklessness on Maison du Papet's part.

Article 24 – Indemnification

24.1 The Customer shall indemnify Maison du Papet against claims by third parties relating to:

- resale of products;
- storage of products;
- use of products;
- violation of laws and regulations by the Customer.

24.2 The Customer shall compensate all damage and costs incurred by Maison du Papet as a result of such claims.

CHAPTER 10 – FORCE MAJEURE

Article 25 – Force Majeure

25.1 Force majeure shall mean any circumstance beyond Maison du Papet's reasonable sphere of influence as a result of which performance of its obligations is wholly or partially prevented.

25.2 Force majeure shall in any event include:

- crop failures;
- extreme weather conditions;
- wildfires;
- floods;
- earthquakes;
- pandemics;
- epidemics;
- war;
- terrorism;
- strikes;
- production outages;
- shortages of raw materials;
- transport disruptions;
- port strikes;
- power outages;
- cyber incidents;
- government measures;
- customs delays;
- excise delays;
- disruptions in EMCS systems;
- frost damage;
- hail damage;
- prolonged drought;
- water scarcity;
- vine diseases;
- plant diseases;
- crop failure;
- production restrictions imposed by appellation authorities.

25.3 Maison du Papet's obligations shall be suspended during force majeure.

25.4 If the situation lasts longer than ninety (90) days, both parties shall be entitled to terminate the agreement, in whole or in part, without any right to compensation.

CHAPTER 11 – ALCOHOL LEGISLATION AND COMPLIANCE

Article 26 – Alcohol Legislation

26.1 The Customer declares that it will comply with all applicable national and international laws and regulations relating to alcoholic beverages.

26.2 The Customer shall not sell, supply or offer products to persons who are not legally entitled thereto.

26.3 The Customer shall indemnify Maison du Papet against all claims arising from the Customer's violation of alcohol legislation.

Article 27 – Export and Sanctions Legislation

27.1 The Customer shall comply with all applicable export, sanctions and trade regulations.

27.2 Maison du Papet is entitled to suspend deliveries if there is doubt as to compliance with such regulations.

27.3 Maison du Papet shall not be liable for damage resulting from compliance with statutory sanctions or export obligations.

CHAPTER 12 – COMMERCIAL PROVISIONS

Article 28 – Exclusivity

28.1 No Customer shall acquire exclusive sales, distribution or marketing rights unless expressly agreed in writing.

28.2 Maison du Papet reserves the right to sell products to multiple Customers within the same geographical area.

28.3 No exclusive rights may be derived from previous trading relationships.

28.4 Carrying a Maison du Papet product within a particular region, city, province or country shall not entitle the Customer to exclusive sales rights, unless expressly agreed in writing.

Article 29 – Marketing Material

29.1 Maison du Papet may make marketing material available to the Customer.

29.2 The Customer shall obtain only a limited, non-exclusive and revocable right of use.

29.3 Marketing material may not be modified without Maison du Papet's prior written consent.

Article 30 – Intellectual Property

30.1 All intellectual property rights relating to:

- trade names;
- trademarks;
- logos;
- photographs;
- images;
- product descriptions;
- websites;
- brochures;
- marketing material;
- shall remain the property of Maison du Papet or its suppliers.

30.2 No provision of these terms and conditions shall be construed as a transfer of intellectual property rights.

30.3 Unauthorised use entitles Maison du Papet to immediately terminate any right of use and to compensation for the resulting damage.

CHAPTER 13 – FINAL PROVISIONS

Article 31 – Confidentiality

31.1 The parties shall keep confidential all confidential information obtained in connection with the agreement.

31.2 This obligation shall continue to apply after termination of the agreement.

Article 32 – Assignment of Rights

32.1 Maison du Papet is entitled to transfer its rights and obligations under the agreement, in whole or in part, to a group company or legal successor.

32.2 The Customer may only transfer its rights or obligations following Maison du Papet's prior written consent.

Article 33 – Applicable Law

33.1 All legal relationships between Maison du Papet and the Customer shall be governed exclusively by Dutch law.

33.2 The applicability of the Vienna Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

Article 34 – Disputes

34.1 All disputes arising from or in connection with agreements to which these terms and conditions apply shall be submitted exclusively to the competent court of the Rechtbank Midden-Nederland.

34.2 Maison du Papet reserves the right to submit a dispute to the court that has jurisdiction under the ordinary statutory rules.

Article 35 – Language

35.1 These terms and conditions may be made available by Maison du Papet in multiple languages.

35.2 In the event of differences in interpretation between language versions, the Dutch version shall always prevail.

Article 36 – Citation Title

These terms and conditions may be cited as:

"General Terms and Conditions of Sale Maison du Papet B.V. – B2B 2026".