

 **WINEINVEST – INVESTMENT PLAN APPLICATION FORM**



APPLICATION FORM

Section A – Applicant's Details Mails will be sent to this address unless otherwise advised.

Title Forename(s) Surname

Current home address

Post code Country

Telephone (daytime) Telephone (home)

Mobile

Length of time at current address Date of birth / /

If you have been at your current address for less than three years, may we please have your previous address?

Previous home address

Post code Country

Section B – Preferred Investment Option

**LUMP SUM INVESTMENT**: I would like to invest a free amount of money (Minimum 100,000RMB or equivalent in other currencies)

**REGULAR PLAN INVESTMENT**: I would like to subscribe to a Regular Investment Plan (available to customers willing to commit to a minimum monthly payment of **RMB3,000** (or equivalent in other currencies ) for a term of 12 months, or longer)

Section C – Preferred Purchase Option

**NON-DISCRETIONARY:** I authorise A WineInvest (Société Civile Marquis de Sorans) to select wine according to my wishes but my permission MUST BE obtained before any purchases are made.

 **DISCRETIONARY**: I authorise A WineInvest (Société Civile Marquis de Sorans) to select wine according to my specific cellar criteria, and my permission is NOT required before purchases are made.

If you have been referred by an existing Club member, please let us know their name:

Section D – Preferred Storage & Insurance - Shipping Option

**STORAGE AND INSURANCE**: I would like to have my wines stored in your In Bond warehouse and subscribe for full coverage insurance:

**IN BORDEAUX CITYBOND WAREHOUSE (BORDEAUX, FRANCE)**

**IN CELTIC CHINA INTERNATIONAL FREE TRADE ZONE WAREHOUSE (SHANGHAI, WAIGAOQIAO)**

**SHIPPING:** I would like to have my wines immediately delivered

**NONE OF THE ABOVE**

Section E – Communication Preferences and Data Protection

Please indicate your primary email address:

This email address will be the login to your A WineInvest online account. It will allow you to view your purchase history, private reserves only once your account has been set up, you will receive email instructions on how to access your account and create your own password.

A WineInvest would like to send you either by post or email, promotional information about our products and services from time to time.

**If you do not wish to receive** this promotional information **by post, please tick** the adjacent box

**If you do not wish to receive** this promotional information **by email, please tick** the adjacent box (Information you provide will not be shared with other companies.)

**Take care of the environment; invoices and statements will be emailed to you unless we are otherwise advised.**

**If you do not wish to receive** this promotional information, **please tick** the adjacent box. (Information you provide will not be shared with other companies.)

Section F – Declaration and Authorisation

I acknowledge receipt and agree to adhere to A WineInvest’s conditions of trade as stated overleaf. Please note that title to goods invoiced does not pass until A WineInvest has received payment in full settlement of all outstanding invoices. If payment is delayed beyond the due date, A WineInvest reserves the right to charge interest rate of 15% on overdue accounts and to retrospectively remove any previously allocated discount over goods not paid for.

I give my consent to a credit search being made on me both now and at any future date. I understand this search will be recorded by the agency and may be disclosed to subsequent enquirers.

Signed Print Name Date / /

Standing Order Mandate **For monthly payments.**

To the Manager:

Name of your bank

Address

Postcode

Please pay:

**Crédit Agricole d’Aquitaine -** Espace Grandes Entreprises du Vin France

**Account Name** : Société Civile Marquis de Sorans – Château d’Evry – 77166 Evry-Grégy-sur-Yerres

**Account Number**: 13306 00160 66004913104 57

**IBAN**: FR76 1330 6001 6066 0049 1310 457

**BIC SWIFT Bank Identification Code**: AGRIFRPP833

The sum of EUR. Amount in words

Starting from the 1st of (month):

And thereafter on the first day of each month until you receive written notice from me/us please debit my/our account accordingly.

Name of account to be debited:

Account number: Sort code: - -

Signed Date / /

This instruction cancels all previous standing orders in favour of Société Civile Marquis de Sorans (A WineInvest).

Please print, sign and return your cellar club application to:

Elisabeth Gromand

CEO & Founder

A Wine Invest (Société Civile Marquis de Sorans)

Château d’Evry

77166 – Evry-Gregy - France

Standing Order Mandate For Lump Sum Investors.

To the Manager:

Name of your bank

Address

Postcode

Please pay:

**Crédit Agricole d’Aquitaine** - Espace Grandes Entreprises du Vin

**Account Name** : Société Civile Marquis de Sorans – Château d’Evry – 77166 Evry-Gregy-sur-Yerres

**Account Number**: 13306 00160 66004913104 57

**IBAN**: FR76 1330 6001 6066 0049 1310 457

**BIC SWIFT Bank Identification Code**: AGRIFRPP833

The sum of EUR. Amount in words:

Name of account to be debited:

Account number: Sort code: - -

Signed Date / /

This instruction cancels all previous standing orders in favour of Société Civile Marquis de Sorans (A Wine Invest).

Please print, sign and return your cellar club application to:

Elisabeth Gromand

CEO & Founder

A Wine Invest (Société Civile Marquis de Sorans)

Chateau d’Evry

77166 – Evry-Gregy - France

A WINE INVEST CELLAR PLAN

**TERMS & CONDITIONS OF SALE**

These terms and conditions ("Terms and Conditions") apply to and form part of every contract Société Civile Marquis de Sorans ("A Wine Invest") and its customers ("Customer"). No terms and/or conditions which the Customer may seek to impose shall apply or have effect.

In addition to A Wine Invest’s standard terms and conditions of sale which can be found below, the following additional

terms and conditions of sale apply to the Cellar Club:

**Membership Term:** The minimum membership term for the cellar club is 12 months.

**Monthly Subscription:** The minimum monthly subscription is €400 or equivalent in other currencies.

**Joining incentives:** A Wine Invest may from time to time offer new member joining incentives. These offers are available exclusively to new members and may be subject to a minimum membership term.

1. **DEFINITIONS**

In these Terms and Conditions:

"Goods" means the products or services to be supplied by A Wine Invest to the Customer;

"Private Customer" means a Customer who is not a Trade Customer; and "Trade Customer" means a Customer who purchases Goods with a view to resale in the ordinary course of its

business and/or who A Wine Invest notifies is classified as such.

2. **PRICES AND PAYMENT TERMS**

2.1 A Wine Invest reserves the right to require payment for Goods at the time of order.

2.2 In all cases where invoices are issued then (unless A Wine Invest agrees other payment terms):

(a) invoices to Private Customers must be paid within 30 days after the invoice date; and

(b) invoices to Trade Customers must be paid on or before the 21st day of the month following the monthn which the invoice date falls.

2.3 All prices are quoted in EUR. Any applicable VAT, duty and delivery charges will be added at the time of order or, in the case of Customer reserves held in bond, when the relevant reserves are delivered or collected.

2.4 Payment must (unless made at the time of order) be received prior to shipment of the relevant Goods or within 30 days after the date of invoice, whichever is the earlier. Customers who arrange their own delivery are responsible for the payment of any applicable VAT and duty (or their equivalent) in the country of delivery.

2.5 Payment can be made by major credit or debit card, cheque, direct debit or by direct electronic transfer (bank details available on request). A Wine Invest may refuse to accept cash settlement of amounts due.

2.6 Any increase in freight charges, duty, tax and/or changes in rates of exchange following payment will be passed on to the Customer if shipping and/or clearance from bond have not occurred prior to such increases. Similarly, if duties are reduced before shipping and/or clearance from bond, any reductions will be credited to the Customer.

2.7 If any amount remains unpaid after the due date for payment, then A Wine Invest reserves the right to do any or all of the following:

(a) charge interest at 15% per month on any amount remaining unpaid after the due date, calculated from the due date until the actual date of payment;

(b) review and/or remove retrospectively any special trading terms previously agreed in relation to the transaction(s) to which those overdue accounts relate (including discounts, in which case A Wine Invest may re-invoice the Goods at their full price);

(c) require payment of all other unpaid amounts invoiced to the Customer (whether or not then due and payable); and/or

(d) suspend any future deliveries to the Customer.

2.8 A Wine Invest reserves the right to charge an administration fee of not less than €15.00 for each cheque unpaid by the Customer's bank, including cheques which are returned marked "Please represent", and an administration fee of not less than €15.00 for each unpaid direct debit.

2.9 All payments to be made by the Customer shall be made in full, without any deduction, withholding, set-off or counterclaim.

2.10 In no circumstances will we be obliged to proceed with your purchase of wine at an incorrect price, even if we have accepted your order for wines displayed at the incorrect price and/or failed to inform you of the error.

3. **DELIVERY**

3.1 All deliveries are charged at the prevailing rate plus VAT (where applicable).

3.2 Delivery will normally be made within 14 to 21 working days after acceptance by A Wine Invest of the Customer's order.

3.3 Notwithstanding acceptance by A Wine Invest of any order, all Goods are offered for sale subject to availability.

3.4 Delivery of recent vintages lying in stock outside of “In Bond” area will be delayed until the Goods are shipped into the “In Bond” area.

Delivery of broking stock will not take place until A Wine Invest has taken possession of the relevant stock.

4. **TITLE IN GOODS**

4.1 Until such time as A Wine Invest receives payment in full (in cash or cleared funds) for all Goods that A Wine Invest has at any time supplied to the Customer, the Goods shall remain the property of A Wine Invest.

4.2 Until ownership of the Goods has passed to the Customer:

(a) the Customer shall store the Goods separately from other goods of the Customer and/or keep them in such a way (at no cost to A Wine Invest) that they can be readily identified as being the property of A Wine Invest;

(b) the Customer shall hold the Goods on a fiduciary basis as A Wine Invest's bailee;

(c) the Customer shall not destroy, deface or obscure any identifying mark on or relating to the Goods; and

d) the Customer shall maintain the Goods in satisfactory condition and keep them insured on behalf of A Wine Invest for their full replacement value against all risks.

4.3 Until ownership of the Goods has passed to the Customer, the Customer may resell the Goods in the ordinary course of business at full market value on the basis that the

Customer has no authority to enter into any contract of sale on A Wine Invest's behalf, but does so as principal and the net proceeds of any sale are the property of A Wine Invest.

4.4 Without prejudice to any other remedy that A Wine Invest may have, A Wine Invest may, at any time, revoke the Customer's power of sale under paragraph 4.3 by notice to the Customer if the Customer is in default in payment of any sum whatsoever due to A Wine Invest, or if any cheque (or other negotiable instrument) drawn by the Customer in favour of A Wine Invest is dishonored on presentation for payment, or if A Wine Invest has bona fide doubt as to the solvency of the Customer.

4.5 The Customer's power of sale under paragraph 4.3 and its right of possession of the Goods shall automatically cease if the Customer (being an individual) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision in force from time to time for the relief of insolvent debtors, or (being a body corporate) is being wound-up or enters into a company voluntary arrangement) or is placed into administration, administrative receivership or voluntary liquidation or a receiver is appointed over any of its assets or the Customer enters into any other insolvency proceedings (in each case as consolidated, re-enacted, modified or replaced from time to time) or any analogous insolvency proceedings in any other applicable jurisdiction.

4.6 Upon the revocation of the Customer's power of sale under paragraph 4.3 by A Wine Invest or its automatic cessation, all amounts payable in respect of all Goods supplied shall become due immediately whether or not such amounts are then due and payable.

4.7 Each Trade Customer grants A Wine Invest, its agents and employees an irrevocable licence at any time to enter any premises of the Customer, or to which the Customer has access, for the purpose of inspecting the Goods or, where the Customer's right to possession has terminated, to recover any Goods.

4.8 The rights of A Wine Invest set out in this paragraph 4 shall remain in full force and effect notwithstanding termination of the relevant contract with the Customer.

4.9 A Wine Invest may maintain an action for the purchase price of the Goods notwithstanding that ownership of them has not passed to the Customer.

4.10 In the case of Goods purchased 'En Primeur', these Goods may be stored in bulk in the region of their production.

Until the Goods are bottled and transferred to A Wine Invest's bonded warehouse, they cannot be segregated and the Customer may have a contractual rather than a proprietary interest in them.

5. **RETURNS, BREAKAGES AND NON-DELIVERY**

5.1 If any wine purchased from A Wine Invest fails, for any reason, to give satisfaction, A Wine Invest will replace, or issue a credit for, that wine provided that the wine is returned to A Wine Invest within one month after the earlier of (a) the invoice date for the wine and (b) the date of payment for the wine. A Wine Invest is not obliged under this guarantee to deliver any replacement wine to an address outside of Europe.

5.2 Customers who have purchased wine 'En Primeur' have the right to change their mind in respect of, and be issued a credit for, that wine provided that they notify A Wine Invest in writing within **one month** after the earlier of (a) the invoice date for the wine and (b) the date of payment for the wine (in each case, In Bond UK).

5.3 A Wine Invest reserves the right to refuse to accept the return of Goods, or to credit the value of any returned Goods, which are not in a saleable condition.

5.4 Claims for breakages will only be allowed if the Customer notifies A Wine Invest as soon as possible (and, in any event, within 7 days) after delivery. The Customer must retain breakages and accompanying packaging for examination by A Wine Invest or its agent.

6. **RESERVE STORAGE**

6.1 A Wine Invest offers storage facilities to its Customers for Goods purchased from A Wine Invest or (in accordance with paragraph 6.6) from other sources.

6.2 Storage charges shall be at the prevailing rate plus VAT (where applicable) per year (or part year) per case. Charges will be rendered annually in arrears or when the reserves are delivered or collected and are to be paid by direct debit or as otherwise agreed with A Wine Invest.

6.3 Reserves can only be made and withdrawn in multiples of one case.

6.4 If A Wine Invest is requested to move reserves within its warehouse, e.g. from a bonded area to a duty paid area, there will be a handling fee charged at the prevailing rate.

6.5 As an additional service, reserves will be insured by A Wine Invest against all risks of physical loss or damage as at the date of such loss or damage subject to the policy terms or conditions. Although it is A Wine Invest's intention to cover the present market value of any losses, in view of the difficulty in assessing the total market value and the market value of individual rarities, A Wine Invest can only try to ensure that full compensation is recovered in cases of loss.

6.6 As an additional service, A Wine Invest can offer storage for Goods purchased from other sources. In addition to the standard storage charge, there is a booking-in fee, which will be charged at the prevailing rate. It is the Customer's responsibility to authenticate these Goods upon arrival at A Wine Invest's premises. A Wine Invest will not accept liability for either the provenance or condition of Goods purchased from other sources or for any defect or other fault that these Goods may have or may develop.

6.7 A Wine Invest may require any Customer instructions to deal with reserves to be confirmed in writing before acting on those instructions.

7. **LIEN**

In the event of non-payment of accounts (including storage and insurance charges), A Wine Invest reserves the right to exercise a lien over and/or to sell some or all of a Customer's reserves and to deduct from the proceeds of sale any outstanding amounts.

8. **LIMITATIONS OF LIABILITY**

8.1 Nothing in these Terms and Conditions shall exclude or limit in any way A Wine Invest's liability for death or personal injury or for fraudulent misrepresentation or for breach of its obligations.

8.2 A Wine Invest shall not be liable to the Customer for ullages or for any deterioration in the condition of any wine (which can occur naturally to all wines no matter how well cared for), whether that wine is in reserve storage with A Wine Invest or stored separately by or on behalf of the Customer.

8.3 A Wine Invest shall not be liable to the Customer for any claim (whether arising in or for contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise) under or in connection with these Terms and Conditions for:

(a) any loss of profit, revenue, anticipated savings, business or contract; and

(b) any special, indirect or consequential loss.

8.4 Without prejudice to insurance coverage under paragraph 6.5 A Wine Invest's total liability arising under these Terms and Conditions shall not in respect of any single claim exceed the order value including any VAT, duty and delivery charges of the order that gives rise to the claim.

9. **GENERAL**

10.1 In France, it is illegal to sell alcohol to anyone under the age of 18 years. Similar restrictions apply in other jurisdictions. By placing an order with A Wine Invest, the Customer confirms that he or she is at least 18 years old (or otherwise above any applicable age limit). At the time of delivery of the Customer's order, A Wine Invest or its agent may request proof of age from the person accepting the delivery. If appropriate proof cannot be produced, A Wine Invest or its agent may refuse to deliver the order.

10.2 A Wine Invest may amend these Terms and Conditions from time to time. None of A Wine Invest's employees or agents has the right to bind A Wine Invest to any verbal agreement which does not comply with these Terms and Conditions.

10.3 A Wine Invest shall not be liable for any failure to meet its obligations caused by circumstances beyond its control.

10.4 No provision of these Terms and Conditions shall be enforceable pursuant to French Law.

10.5 No delay in exercising or non-exercise by A Wine Invest of any right, power or remedy under or in connection with these Terms and Conditions shall impair that right, power or remedy or operate as a waiver or release of it.

10.6 Where A Wine Invest operates a joint account in the names of two or more Customers, A Wine Invest shall (unless expressly instructed to the contrary) be entitled to accept, rely upon and act upon instructions given by any one of the Customers named on that account.

10.7 If any provision, or any part of any provision, of these Terms and Conditions shall be or become illegal, invalid or unenforceable in any respect then that provision, or that part, shall be severable from these Terms and Conditions and the remainder of the provision and/or all other provisions shall remain valid and enforceable and the liability of A Wine Invest and the Customer shall not be affected or impaired.

10. **GOVERNING LAW**

These Terms and Conditions and all contracts entered into are governed by French law and are subject to the exclusive jurisdiction of the French courts.

11. **CONTACT DETAILS AND PREVAILING RATES FOR CHARGES**

If you have any queries or comments in relation to these Terms and Conditions, or for details of the prevailing rates for charges referred to in these Terms and Conditions, you can either write to us at Chateau d’Evry, 77166 Evry-Gregy, email us at contact@awineinvest.com or call us on +33 (0) 1 64 05 28 01.

I acknowledge receipt and agree to adhere to A Wine Invest's terms and conditions as stated above.

**Signed Date / /**