



## Terms of Sales

**Back'us** is a French Company based in Paris specialized in the trading, import, export and distribution of beverages, wines and spirits; Consulting and training in the fields of oenology and gastronomy; Organization of events related to these fields.

Back'us owns and operates [oenogastronomy.com](http://oenogastronomy.com).

### General Information:

These general terms and conditions of sale and all related thereto are governed by French law. Any Client, purchaser of services or products from Back'us, accepts that any legal action falls within the exclusive jurisdiction of the Court of Paris (France).

Any purchase of services or products from Back'us entails the acceptance of the present Terms of sale. All Sales are deemed to be made in cash and prices are expressed in euros (€).

### Services:

Travels and courses ("Events" or "Services") are managed by Back'us. Any order for Services is entitled to a right of withdrawal, the conditions of which are specified in the paragraph "Right of Withdrawal" which follows.

For tax purposes, Services are deemed to be rendered in France and therefore bear VAT at the standard rate in force.

The reservation for an Event is made via the site [oenogastronomy.com](http://oenogastronomy.com). All entries are confirmed in writing by Back'us via e-mail upon confirmation of the settlement agreement by the customer. When booking on the site [oenogastronomy.com](http://oenogastronomy.com), payments for the Events ordered can be made by credit card or PayPal system. If the wire transfer solution is preferred, payment must be made within 48 hours of registration to the order of: **BK BACKUS**

BANK: CIC PARIS-RENNES

IBAN: FR 76 3006 6100 6100 0205 4590 159

SWIFT: CMCIFRPP

If the payment is not received within three days of registration for an Event, the registration is automatically canceled.

For any further information you can contact our teams by e-mail: [relation-clients@oenogastronomy.com](mailto:relation-clients@oenogastronomy.com) by specifying your name and identifier For security and confidentiality reasons, any reply to your e-mails will be sent to the e-mail address you registered on our site.



### **Right of Withdrawal:**

Any buyer who has registered on the site of Back'us *oenogastronomy.com* for an Event benefits from a withdrawal period of 7 business days from the date of payment for the Services. Provided that the withdrawal is made at least 15 calendar days before the start of the Services, the buyer will be reimbursed the full amount paid, except for a registration fee of 50 euros, unless different registration fees were specified at time of purchase of the Services.

In the event of a withdrawal or cancellation within 15 working days before the start of the Services, the following charges will apply:

- 50% of the amounts paid if the withdrawal or cancellation occurs between 15 and 10 working days before the start of the Services
- 70% of the amounts paid if the withdrawal or cancellation occurs between 10 and 5 working days before the start of the Services.
- 100% of the amounts paid if the withdrawal or cancellation occurs less than 5 working days before the start of the Services.

### **Wines and Spirits – Grand Crus and Rare Vintage Wines:**

Purchase of alcoholic beverages is restricted to customers aged 18 or older at the time of purchase.

Backus sells wine and spirits from its catalog from selected winemakers for most wine appellations.

When it comes to Grands Crus and Rare Vintage Wines, Backus is in contact with specialized networks in this field and can intervene in direct purchase or via auction sales.

The minimum level of intervention of Back'us for the acquisition of Grands Crus and Rare Vintage Wines, whether through direct purchase and / or via auction sales is 15,000 euros (Fifteen thousand euros), this amount being supposed to cover the purchase price of the wine, commissions and taxes. The purchasing of Grands Crus and Rare Vintage Wines takes place within the maximum price set by the customer for each appellation / vintage.

The indications on labels, collars and corks constitute the identification of the bottles and can in no case entail the responsibility of Back'us.

The buyer acknowledges that the company Back'us, as well as the auctioneer in the event of an auction sale, cannot be held responsible for the condition of the bottles as regards the levels, labels, stoppers and capsules. For objects with a unit price estimate of more than EUR 1,000 (one thousand Euros), a report on the conservation and descriptive conditions may be supplied on request, for information only, without in any way engaging Back'us responsibility.



### **Expenses to be borne by the Buyer:**

In addition to the purchase price, the Buyer shall pay to Back'us:

- A 15% commission plus tax which will apply on the purchase or “hammer” price before tax to be kept by Back'us,
- In case the purchase is made through auction sale, an additional 20% commission plus tax is due to the auction house on the “hammer” price before tax for the portion up to 150,000 € and 12% for the portion above 150.000 €,
- The logistics cost for exporting and transporting the wine including the necessary insurance premium,
- The applicable VAT at standard rate in effect at time of purchase.

### **Cancellation - Withdrawal - Unsuccessful bid:**

In the event of auction sales, if the bid is not successful for any reason, Back'us will reimburse the buyer for the amounts paid, less 5% for management fees. The same rule shall apply if the buyer decides to cancel his purchase order before any purchase has been made (excluding the withdrawal period of 7 business days from the receipt of funds by Back'us from the buyer where, If no purchase has yet been made, Back'us will return the amount paid, with the exception of the quota corresponding to the registration fees specified at time of booking.

### **Logistics – Export of Wines:**

The shipping and export formalities are managed by a specialized logistics platform.

The export of wines and spirits outside France and their importation into another Country may be subject to special authorizations (certificates of origin, export, customs authorizations) and give rise to payment of duties for entry into the destination Country. It is the buyer's responsibility to verify the required authorizations in this area.

### **Payment of Wine:**

Payment of the goods and related costs is made **only by transfer in euros** to the order of: **BK BACKUS**

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