

Terms and Conditions of Sale – Château Lamothe-Bergeron

Preamble

In accordance with current legislation, the purchase of alcohol is strictly reserved for adults. By confirming an order on our website, the customer declares that they have the legal age required in their country of residence. Alcohol consumption is regulated: excessive drinking is dangerous for your health, please consume responsibly.

Article 1 – Scope of Application

These Terms and Conditions of Sale (TCS) govern all sales concluded online on the official website of Château Lamothe-Bergeron, concerning products (wines and futures) as well as service offerings (visits, tastings, workshops, picnics and other wine tourism experiences). They apply to any purchase made by an adult consumer, in accordance with current legislation.

Article 2 – Identification of the Seller

Château Lamothe-Bergeron
49 chemin des Graves – 33460 Cussac-Fort-Médoc – France
SIRET 51106998100039
TVA FR19511069981
Phone: (+33) 5 56 58 94 77
E-mail: contact@lamothebergeron.fr
Website: www.lamothebergeron.fr
Legal Representative: Jean-Pierre Mottura

Article 3 – Products and Services Offered

The website offers:

- Sale of the estate's red and white wines.
- Sale of futures (deferred delivery).
- Booking and purchase of wine tourism services: visits, tastings, workshops, picnics, and country lunches.

Descriptions and photos on the website are for reference only. Available vintages may vary depending on stock.

Article 4 – Orders

Any order of wine or reservation of a visit placed online constitutes unconditional acceptance of these TCS. Château Lamothe-Bergeron reserves the right to refuse any abnormal or fraudulent order. The customer receives a confirmation email which serves as proof of the transaction.

Article 5 – Prices and Taxes

Prices are indicated in euros, including all taxes (VAT at the rate of 20%). Delivery costs are calculated when the order is confirmed. For wine tourism services, flat rates apply and are specified at the time of booking.

Article 6 – Payment

Payment for wines is made via the secure Monetico CIC platform. For wine tourism services, full payment is required at the time of booking, via the secure Rue des Vignerons module.

Article 7 – Delivery of Wines

In case of damaged parcels, the customer must immediately notify both the carrier and Château Lamothe-Bergeron through the 'Customer Service/Claim' form available on the website. Depending on the case, a return, exchange or refund procedure will be offered.

In the event of out-of-stock items, Château Lamothe-Bergeron will inform the customer as soon as possible. The customer may then choose between a full refund, a deferred delivery or the allocation of an equivalent vintage/product.

Wines are delivered in France and within the European Union. For other destinations, delivery is possible upon prior quotation. Average delivery times are 5 to 10 working days. Customers must check the conformity of the parcel upon receipt and report any anomaly within 48 hours.

Article 8 – Collection at the Château

The customer may collect their order directly at Château Lamothe-Bergeron, by appointment:

- From November to March: Monday to Friday, from 9 a.m. to 5 p.m.

- From April to October: 7 days a week, from 10 a.m. to 6 p.m.

The maximum collection period is set at 1 month after order confirmation. Beyond this period, the order may be cancelled without refund.

Article 9 – Visit Reservations and Cancellation Policy

Reservations for visits and wine tourism services are subject to the following conditions:

- Visits with picnic or country lunch: full refund if cancellation is made at least 48 hours in advance.
- Other visits and tastings: full refund if cancellation is made at least 24 hours in advance.

Beyond these deadlines or in case of no-show, the service remains due and non-refundable. If the cancellation is made by Château Lamothe-Bergeron (unavailability, force majeure), a full refund or rescheduling will be offered.

Article 10 – Right of Withdrawal

To exercise this right, the customer may use the 'Customer Service/Claim' contact form available on the website or send an email to contact@lamothebergeron.fr.

In accordance with legal provisions (articles L221-18 and following of the French Consumer Code), the customer has 14 days to exercise their right of withdrawal for the purchase of wines, except for opened or damaged bottles. This right does not apply to dated service offerings (visits, workshops, tastings) nor to futures sales (article L221-28).

Article 11 – Futures Sales

The sale of futures wines implies immediate payment at the time of order. Delivery will take place at a later date (year +2). In accordance with article L221-28 of the Consumer Code, the right of withdrawal does not apply to these sales.

Article 12 – Liability

Château Lamothe-Bergeron cannot be held liable in the event of impossibility of delivery due to an error in the delivery address or absence of the customer. Regarding visits, the château's liability can only be engaged in the event of proven fault and within the framework of standard safety conditions.

Article 13 – Personal Data Protection

Personal data is retained for a maximum period of 3 years from the customer's last contact or order, in compliance with the GDPR.

The data collected during orders and bookings is processed in accordance with the General Data Protection Regulation (GDPR). It is used solely for managing orders, bookings, and Château Lamothe-Bergeron communications. Customers have the right to access, rectify and delete their personal data by writing to contact@lamothebergeron.fr.

Article 14 – Mediation and Dispute Resolution

In case of a dispute, the customer must first contact Château Lamothe-Bergeron's customer service. If no amicable solution is found, they may contact a consumer mediator free of charge via the official website <https://www.economie.gouv.fr/mediation-conso>.

Article 15 – Applicable Law and Jurisdiction

These TCS are governed by French law. Any dispute falls under the exclusive jurisdiction of the courts of Bordeaux, unless otherwise required by mandatory legal provisions.