

## General Terms and Conditions of Membership and Sale

### THE HILL CLUB

The Hill Club is a club for Château Troplong Mondot customers who have access to annual wine allocations, rare formats and vintages, and experiences both within and away from the estate, governed by Château Mondot SAS.

#### 1. General principles

##### 1.1 Purpose

These General Terms and Conditions of Membership and Sale (hereinafter referred to as the “**GTC**”) govern the contractual relationship between the US wine club of Château Troplong Mondot – The Hill Club, hereinafter referred to as “**the Club**”, and its members, hereinafter referred to as “**the Members**” or “**the Member**”, in connection with the purchase of products or services offered by the Club.

Membership registration and order placement must be carried out exclusively on the dedicated website, accessible to Members via a link sent to them personally by email (hereinafter referred to as “**the Website**”).

Thus, the seller is the following legal entity:

Château Mondot, a simplified joint stock company under French law, registered with the Libourne Trade and Companies Register under number 597 250 034, having its registered office at Château Troplong Mondot, 505 Route de Mondot, 33 330 SAINT EMILION (France)

##### 1.2 Acceptance of the GTC

Membership of the Club and/or any order placed for products or services from the Club implies the Member’s full and unconditional acceptance of these GTC.

The GTC shall prevail over any other document of the Member, in particular over any general terms and conditions of purchase of the Member. Any terms or conditions contrary to the GTC invoked by the Member shall therefore be unenforceable against the Club.

The fact that the Club does not invoke any of the provisions of the GTC at a given time cannot be interpreted as a waiver of its right to invoke any of the said provisions at a later date.

The Member and the Club agree that their relationship shall be governed exclusively by the GTC, which were brought to the Member’s attention prior to their joining as a member and prior to them placing any order.

The Member therefore undertakes to comply with and enforce all provisions of the GTC as well as legal and regulatory requirements.

##### 1.3 Updates to the GTC

The applicable GTC are those in force:

- On the date of joining the Club, with regard to the terms and conditions of registration with the Club,
- On the date the Customer places the Order on the Website with regard to the terms and conditions of purchase and booking of services.

The Club reserves the right to modify or update the GTC at any time by publishing a new version on the Website. In this case, only the GTC in force at the time of joining the Club or on the date of placing the order shall then apply for their respective terms and conditions.

## 1.4 Intended purpose

Please note that the offers made by the Club are strictly reserved for persons who are Members in accordance with the terms and conditions set out in the GTC and are for personal use only.

Members therefore undertake not to place any orders on behalf of, in the name of or for the benefit of a third party, and to use the ordered services solely for their own needs.

## 2. Club Membership

### 2.1 Membership conditions

Club membership is strictly reserved for:

- natural persons residing in the United States of America and of legal age under US regulations (aged 21 or over).
- those having full legal capacity, and
- those acting for purposes outside the scope of their professional activities.

By joining the Club, Members acknowledge that they unconditionally meet all of these terms and conditions.

Membership is personal, issued in a specific name and non-transferable. It may not be transferred, loaned or provided to a third party, whether free of charge or for a fee, in any manner whatsoever.

The Club reserves the right to refuse or suspend any membership that does not comply with the terms and conditions set out herein or for which the information provided is incomplete, incorrect or fraudulent.

### 2.2 Membership terms

Becoming a member of the Club is exclusively done online via the Website, for which the prospective member will have received a personalised login link by email from the Club.

In this respect, Members must provide the mandatory information when creating their Member account on the Website.

The information provided by the Member in their account must be accurate, complete, and up to date. Whenever there is a change in their circumstances, Members must update their information by accessing their account on the Website.

Members must ensure that the email address they provide when registering is valid and up to date. Members must also check their email filtering rules to ensure that emails from the Club are not treated as spam and can be accessed directly by the Member.

Membership of the Club is free of charge but requires Members to purchase a minimum of twelve (12) bottles for each annual membership period in accordance with Article 2.3 of the GTC.

Upon joining, Members choose a username and password required for authentication.

The Member's username and password are strictly personal and confidential.

To ensure the security of their account and the exclusivity of the offers reserved for them, Members undertake to:

- Not disclose their username and/or password to third parties;
- Take the necessary measures and precautions to prevent third parties from gaining access to it;

- Not give access to their account to a third party (lend it, share it, exchange it, give it away, sell it, etc.);
- Not use a third party's account;
- Use a personal email account and not share this email address.

The Member is solely responsible for the use of their account. Any use of their account, including orders placed, using their username and password shall be deemed to have been made by the Member and under their responsibility. The Customer shall be bound to the Club in this respect. It is the Member's responsibility to immediately inform the Club in writing of any use of their username and/or password made without their knowledge and of which they become aware.

Membership of the Club shall only become effective upon confirmation sent by email to the Member, subject to validation of the payment.

By confirming their membership, Members acknowledge that they have read and unconditionally accepted the GTC.

### **2.3 Effects of becoming a Club Member**

Membership of the Club grants Members personal and exclusive access to offers, services and benefits reserved for Club Members, under the conditions specified in these GTC.

It is hereby reiterated that the Member undertakes to place orders and use these offers strictly for personal purposes and in their own name and for their own needs, excluding any orders on behalf of or for the benefit of a third party.

Thus, the link to the wine ordering platform and Members' login credentials are strictly personal and may not be used by anyone other than Club Members themselves.

**Membership of the Club entails the Member's obligation to purchase, on a firm and definitive basis, a minimum of twelve (12) bottles for each annual membership period, which will be delivered in accordance with the terms and conditions set out in the GTC.**

### **2.4 Membership duration and renewal**

Membership of the Club is for a period of twelve (12) months.

This period begins on the date of the Member's first purchase on the Website - regardless of the date on which the Member created their account on the Website.

However, if the Member has not made any purchases on the Website within twelve (12) months of creating their account, the Club may terminate their membership.

Membership is renewable by tacit agreement for successive periods of the same duration, subject to the purchase of at least 12 bottles of wine during the previous period, and unless terminated by the Member or by the Club in accordance with the terms and conditions set out below.

### **2.5 Termination and non-renewal of membership**

Members may terminate their Club membership at any time, no later than fifteen (15) days before the expiry of the membership period, by sending written notification to the Club at the address specified in Article 10 of the GTC.

Termination shall take effect at the end of the ongoing membership period, unless otherwise provided by law or stipulated herein.

The Club may, at any time but after prior notification to the Member by any written means, terminate the membership of the said Member *ipso jure*, without compensation and without prejudice to any damages to which it may be entitled, in the event of the Member's failure to comply with any of the provisions of these GTC (in particular the terms and conditions of

membership and use of offers) or, more generally, in the event of fraudulent, abusive or unethical behaviour contrary to the Club's ethics.

This termination shall take effect eight (8) days after the notification is sent, unless the Member rectifies the situation within this period, assuming that rectification is possible.

In the event of failure to comply with the firm commitment to purchase a minimum of twelve (12) bottles for each annual membership period, membership of the Club will be automatically terminated and no prior notice will be sent by the Club to the Member.

Furthermore, the Club reserves the right not to renew a membership upon expiry, without having to justify its reasons, provided that it informs the Member at least one (1) month before the scheduled renewal date. The Member shall not be entitled to any compensation for the non-renewal of their membership.

Upon effective termination, regardless of the cause thereof, the Member shall lose all rights to access the offers, benefits and services reserved for Club Members. The clauses of the GTC which, by their nature, must survive termination (in particular those relating to liability, intellectual property and confidentiality) shall continue to have effect.

## 2.6 Co-option

Any request for co-option of a Member must be accepted by the Club's administration by sending an email to [thehillclub@troplong-mondot.com](mailto:thehillclub@troplong-mondot.com) or by making a direct request to one of the members of Château Troplong Mondot, who will organise the co-option.

## 3. Orders

Orders for wines or bookings for services must be placed exclusively online via the Website.

Please note that membership of the Club entails a firm commitment to purchase a minimum of 12 bottles delivered during each annual membership period.

Club Members will receive offers by email at the address provided in their personal account.

Placing an order on the Website is subject to the Member being authenticated via their personal account.

In this regard, it is reiterated that the Member is solely responsible for the use of their account. Therefore, any order placed using their username and password on the Website shall be deemed to have been placed by the Member and under their responsibility. The Customer shall be bound to the Club in this respect.

The ordering procedure is carried out in the following steps:

- The Member selects the desired offer to order by clicking on the "ADD" button, then confirms their shopping cart;

At any time before confirming the order, they can check the products and quantities they have selected by clicking on the icon leading to the shopping cart and modify all or part of them;

- The Member confirms their selection of products or services by clicking on the "CONFIRM" button;
- The Member selects the delivery method they desire from among the delivery methods offered on the Website by the Club;

The amount of delivery charges applicable to each order will then be communicated to the Member.

- The Member has the opportunity to check the details of their order and the total price via a summary of the order contents and its amount, which is presented to the Member for confirmation. If necessary, the Member may make any desired changes (product, service, quantity, delivery method, address, etc.). In this case, a new order summary will be submitted to the Member.
- Before confirming their order, Members are provided with the GTC so that they can review the currently applicable version. They must unconditionally accept them by ticking the box "I HAVE READ AND ACCEPT THE GENERAL TERMS AND CONDITIONS OF SALE".
- The Member then confirms the order and the total price by clicking the "PLACE ORDER" button. They verify the contents of their shopping cart and confirm their order by clicking the "ORDER" button.
- The Member pays for the order via the Website using one of the payment methods offered by the Club.
- After the order is confirmed – and in particular, the payment for it is confirmed – the Club will send the Member an order confirmation by email as soon as possible. Only the final confirmation of the order by the Club shall be contractually binding on the latter.

The Member agrees that the order confirmation shall be considered as proof of the purchase agreement made with the Club.

#### **4. Price and Payment**

The prices of wines and services offered to Members are indicated in US dollars (USD) and are valid at the time of ordering.

The indicated prices are exclusive of delivery charges and applicable taxes, which are subsequently calculated directly by the Club's logistics platform once the products and services have been selected and the delivery address entered.

Payment is made solely by credit card via a secure online payment link. Credit cards accepted by the Club are listed on the Website. The Club does not accept any other payment methods.

When making their payment, Members are automatically redirected to the website of the Club's banking partner. Thus, the Club never has access to Members' banking details. It will only be informed by the banking partner of the successful receipt of the Member's payment.

In order to optimise the security of transactions on the Website, the Club has implemented a secure online payment system to ensure that Members' information is protected during transmission.

Immediate and full payment (i.e. including transport costs and applicable taxes) must be made at the time of ordering and must be exclusively in US dollars (USD).

The Member will receive an invoice detailing the items in the order and the information they have entered in their account. The information provided cannot be modified after the invoice has been issued.

**Please note that all sales are final and binding on the Member.**

## 5. Delivery

### 5.1 Delivery method

Wines and products are delivered to the address provided by the Member when placing their order.

Please note that the Club is only open to natural persons residing in the United States of America. Furthermore, the Club reserves the right to refuse to ship an order if the address provided is not located in the United States of America.

It is possible to specify a delivery address that is different from the billing address.

The Member undertakes to provide a valid delivery address that is accessible without any major obstacles.

If the parcel has to be returned to the Club due to an incomplete or incorrect address, the Club will contact the Member to inform them of the situation and request additional information in order to arrange a new shipment. However, the costs of this new delivery shall be borne exclusively by the Member and shall be communicated to them in advance for approval. Otherwise, the order will be cancelled and the Member will be refunded the price of the order within fourteen (14) days – excluding the delivery costs and taxes paid by the Club. In the event of a new shipment, the new delivery period shall commence upon receipt of the new information concerning the delivery address and full payment of the related costs.

### 5.2 Legal restrictions applicable to the delivery of alcohol in the United States of America

Please note that the laws applicable to the sale and delivery of alcoholic beverages varies between US States.

Some States prohibit or restrict the direct delivery of alcohol to individuals, impose specific authorisations, restrict the quantities that can be shipped, or require delivery to be carried out by an approved carrier that complies with their specific regulations (State Alcohol Beverage Control Laws).

Therefore:

- The Club undertakes to arrange for the delivery of the ordered wine in accordance with the legal and regulatory requirements of the destination State, even if these requirements differ from the delivery terms initially chosen by the Member.
- The delivery will be made exclusively by a carrier selected by the Club or its logistics partner, duly authorised to transport alcoholic beverages to the State concerned. The Club reserves the right to reject any request for delivery by another non-approved carrier.
- In States that prohibit or restrict direct-to-consumer shipping, orders may be delayed or redirected to an authorised collection point, without the Club being able to be held liable in this regard.
- If additional costs arise as a result of these local requirements (authorisations, specific taxes, identity check, delivery by approved carrier, etc.), the Member will be notified of these costs prior to shipment and will be responsible for paying them.
- The Seller or authorised carrier may require the presentation of an identification document upon delivery to verify that the recipient is at least twenty-one (21) years of age, in accordance with US federal law (Federal Alcohol Administration Act, 27 U.S.C. § 201 et seq.).
- It is the Member's responsibility to ensure that the receipt of wine is permitted in their State of residence. The Club shall not be held liable for any refusal of delivery

or confiscation by local authorities in the event of non-compliance with local laws in the destination State.

- If the laws of the destination State make delivery impossible or illegal, the sales contract entered into via the Website shall be terminated *ipso jure* and the Club shall refund the Member the price of the ordered products, less any other compensation, delivery costs, customs duties and other taxes.

The Member acknowledges having been informed of these restrictions prior to confirming their order.

### **5.3 Checking of the delivery by the Member**

Upon receipt of their order, Members must check the general condition of the parcel (number of products, outer and inner appearance, condition of the products, etc.) in the presence of the carrier. In the event of any anomaly, the Member must refuse to accept the parcel and note any relevant reservations on the delivery note and/or transport document in a precise and reasoned manner.

The Member is informed that parcels are prepared and handed over for shipment to the Club's logistics provider, Eureka (176 Av. du Truc, 33700 Mérignac, France - [contact@groupe-eureka.com](mailto:contact@groupe-eureka.com)).

Responsibility for the parcels (dispatch, packaging and transport from the Club's warehouse to the address provided by the Member) is therefore transferred to Eureka (176 Av. du Truc, 33700 Mérignac, France - [contact@groupe-eureka.com](mailto:contact@groupe-eureka.com)) until they are received in good order by the Member.

From the moment the parcels are handed over to the carrier, the latter assumes full material responsibility for the transport of the parcels (transport, packaging and delivery) until they are received in good order by the Member at the address indicated on the order. Although the Club takes care to entrust the transport of orders to professional and duly insured service providers, it cannot be held liable for delays, losses or damage attributable exclusively to the carrier, subject to the rights of the Member against the latter and the remedies provided for by law.

Therefore, in the event of any anomaly with the delivered parcel, Members are asked to contact the carrier, Eureka (176 Av. du Truc, 33700 Mérignac, France - [contact@groupe-eureka.com](mailto:contact@groupe-eureka.com)), directly and as a matter of priority.

### **5.4 Delivery period**

Delivery periods vary depending on the destination and delivery method chosen. They are specified when the Member places the order.

The Club strives to deliver orders within the specified periods, but cannot be held responsible for delivery delays due to circumstances beyond its control.

### **5.5 Delivery charges**

Delivery charges are entirely payable by the Member and vary depending on the destination and weight of the order.

The calculation of taxes and transport costs is the responsibility of the Vintrail Pro platform (61 Rue du Château d'Eau 33000 Bordeaux, France - [eric@vintrail.com](mailto:eric@vintrail.com)). They are shown to the Member before the order is confirmed on the Website.

### **5.6 Transfer of ownership and transfer of risks**

The products, which are the subject of the order, remain the property of the Club until full payment of the order price. Full payment of the price means the actual receipt of this price (price of the products, delivery charges and taxes).

Upon receipt of the products by the Member, the Member shall assume the risk of loss or deterioration of the products, as well as any damage they may suffer or cause.

## **6. Liability and force majeure**

The Club is bound by a best-endeavours obligation with regard to the proper execution of the order and undertakes to exercise all due care and diligence in supplying products and services of a quality consistent with the description appearing on the Website.

The Club shall not be held liable:

- In the event of an obvious error in the presentation of products on the Website (photographs, vintages, descriptions or additional information);
- For damage caused by an improper use of wines. Members are responsible for storing and using the wines purchased from the Club in accordance with the instructions and advice provided by the Club;
- For indirect damage such as loss of opportunity, loss of enjoyment, damage to image or commercial damage.

The Club's liability shall in any event be limited to the amount paid for the purchased products or services.

The Club furthermore declines all responsibility in the event of failure to fulfil the order attributable to the Member.

The Club shall also not be held liable in the event of non-performance or delay in the fulfilment of its obligations as described in the GTC due to force majeure within the meaning of Article 1218 of the French Civil Code or a fortuitous event, as defined by law or case law. These events include, but are not limited to, war, riots, social movements, strikes of any kind, acts of terrorism, transportation interruptions or delays, including those affecting the Club and its subcontractors, if applicable, labour disputes, health crises, epidemics or pandemics leading to restrictions, particularly governmental restrictions, on trade and product distribution, customs delays, administrative blockages or health checks by US authorities (FDA, TTB, etc.), and refusals of customs clearance by French, European or US authorities.

The occurrence of a force majeure event shall result in the immediate suspension of the performance of the order, without any compensation being due to the Member.

In the event that the suspension of the Club's obligations continues beyond a period of ninety (90) days, the Member shall have the option to cancel the order and the Club shall then proceed with a refund.

Lastly, the Club cannot be held liable for any total or partial interruption of access to the Website during correction, update or maintenance operations, nor for any damage arising therefrom and suffered by Members, any breakdowns, errors or computer viruses that may disrupt continuous access to its Website, or any malfunctions in Members' computer systems following a visit to the Website.

## **7. Protection of Personal Data**

The Club undertakes to protect its Members' personal data in accordance with current data protection laws. Personal data are used solely for order management and communication with Members, and are processed via our online logistics platform, Vintrail Pro.

## 8. Intellectual Property

All content on the Website, including text, graphics, logos and images, is the exclusive property of Château Mondot SAS (the Club's manager) and is protected by intellectual property laws.

## 9. Applicable Law and Jurisdiction

These GTC are governed by French law.

In the event of a dispute, the parties shall endeavour to find an amicable solution as a matter of priority. If no amicable solution can be found, the dispute shall be submitted to the competent jurisdiction of the courts of Bordeaux.

## 10. Contact

For any questions regarding the proper performance of the contract or the handling of a complaint, Members may contact the Club:

- by email at [thehillclub@troplong-mondot.com](mailto:thehillclub@troplong-mondot.com)
- by telephone at +33 6 48 34 85 93
- by post at the following address: Société CHATEAU MONDOT - Château Troplong Mondot - 505 Route de Mondot - 33 330 SAINT EMILION - France.

## 11. Consumption of Alcohol

Alcohol consumption is restricted to persons aged 21 and over in the United States of America. By becoming a member of the Club and placing an order, the Member declares that they have reached the legal age to consume alcohol in the United States of America.

The Club undertakes to deliver wines only to persons aged 21 years or older. At delivery, valid identification proof may be requested to verify the recipient's age. If the recipient is under the legal drinking age, the delivery will be refused and the delivery charges will not be refunded.

The Club encourages responsible alcohol consumption. Do not drink if you are pregnant, driving, or operating machinery. Excessive alcohol consumption is injurious to health.