

# GENERAL CONDITIONS OF USE AND SALE OF THE SITE

[www.dream-wines.eu](http://www.dream-wines.eu)

## I. GENERAL CONDITIONS OF USE

### ARTICLE 1. LEGAL INFORMATION

By virtue of article 6 of Law n ° 2004-575 of June 21, 2004 on confidence in the digital economy, it is specified in this article the identity of the various stakeholders in the context of its implementation and monitoring.

The site [www.dream-wines.eu](http://www.dream-wines.eu) is published by:

Dream Wines Invest Limited, whose registered office is at the following address: 1 Bracken Road Sandyford Industrial Estate, D18 CV48 DUBLIN - IRELAND, and registered in the local register 668374. Dream Wines has a branch in France at 19 rue de Pornic, 44320 Saint Père en Retz, siren 882 938 442 RCS Saint Nazaire, Intra VAT number: FR60882938442

Email address: [contact@dreamwines.eu](mailto:contact@dreamwines.eu).

The site's publication director is: Patrick Chirossel.

The site [www.dream-wines.eu](http://www.dream-wines.eu) is hosted by:

Anthemis Accommodation, headquartered at the following address: 1 rue du 35e Régiment d'aviation, 69500 Bron - France

Phone number: +33 (0) 4 37 43 18 02

### ARTICLE 2. PRESENTATION OF THE SITE

The purpose of the site [www.dream-wines.eu](http://www.dream-wines.eu) is: Merchant website for the sale of alcoholic drinks and soft drinks within predefined European countries.

### ARTICLE 3. CONTACT

For any question or request for information concerning the site, or any report of illegal content or activities, the user can contact the publisher at the following e-mail address: [contact@dream-wines.eu](mailto:contact@dream-wines.eu) or send a registered mail with acknowledgement of receipt to: Dream Wines Invest Limited - 1 Bracken Road Sandyford Industrial Estate, D18 CV48 DUBLIN - IRELAND

#### ARTICLE 4. ACCEPTANCE OF TERMS OF USE

Access and use of the site are subject to acceptance and compliance with these General Conditions of Use (hereinafter referred to as "T & Cs")

The publisher reserves the right to modify, at any time and without notice, the site and the services as well as these T & Cs, in particular to adapt to the evolutions of the site by the provision of new functionalities or the deletion or modification of existing functionalities.

It is therefore recommended that the user refer before any navigation to the latest version of the T & Cs, accessible at any time on the site. In case of disagreement with the T & Cs, no use of the site can be made by the user.

#### ARTICLE 5. ACCESS AND NAVIGATION

Access to the site and its use are reserved for adults in their country of residence. The publisher will be entitled to request proof of the user's age, by any means of his convenience.

The publisher implements the technical solutions at its disposal to allow access to the site 24 hours a day, 7 days a week. It may nevertheless at any time suspend, limit or interrupt access to the site or to certain pages of this in order to carry out updates, changes to its content or any other action deemed necessary for the proper functioning of the site.

Connection and navigation on the site [www.dream-wines.eu](http://www.dream-wines.eu) constitute unreserved acceptance of these General Conditions of Use, regardless of the technical means of access and the terminals used.

These T & Cs apply, as necessary, to any variation or extension of the site on existing or future social and / or community networks.

## ARTICLE 6. SITE MANAGEMENT

For the good management of the site, the editor can at any time:

- Suspend, interrupt or limit access to all or part of the site, reserve access to the site, or to certain parts of the site, to a specific category of Internet users.
- Delete any information that could disrupt its operation or contravene national or international laws, or Netiquette rules.
- Suspend the site in order to carry out updates.

## ARTICLE 7. SERVICES RESERVED FOR REGISTERED USERS

### 1. REGISTRATION

Access to certain services, and in particular to all paid services, is conditioned by the user's registration.

Registration and access to the site's services are reserved exclusively for capable individuals of legal age, having completed and validated the registration form available online on the site [www.dream-wines.eu](http://www.dream-wines.eu), as well as these General Conditions of use.

When registering, the user undertakes to provide accurate, sincere and up-to-date information on his person and his marital status. The user must also carry out a regular verification of the data concerning him in order to maintain its accuracy.

The user must therefore provide a valid e-mail address, on which the site will send him a confirmation of his registration to its services. An e-mail address cannot be used more than once to register for services.

Any communication made by [www.dream-wines.eu](http://www.dream-wines.eu) and its partners is therefore deemed to have been received and read by the user. The latter therefore undertakes to regularly consult the messages received on this e-mail address and to respond within a reasonable period of time if necessary.

Only one registration for the site's services is allowed per natural person.

The user is assigned an identifier allowing him to access a space to which access is reserved for him (hereafter "Personal area / Customer area"), in addition to entering his password.

The username and password can be modified online by the user in his personal space. The password is personal and confidential, the user thus undertakes not to communicate it to third parties.

In any event, [www.dream-wines.eu](http://www.dream-wines.eu) reserves the right to refuse a request for registration to the services in the event of non-compliance by the user with the provisions of these General Conditions of Use.

## **2. UNSUBSCRIBE**

The regularly registered user can request to unsubscribe at any time by going to the dedicated page in his personal space. Any unsubscription from the site will be effective after the user has completed the form provided for this purpose, within the following period: Transmission of request by mail to Dream Wines customer service at the postal address mentioned at the foot of the website with the provision of proof of identity of the applicant (copy of national identity card, passport or up-to-date kbis extract for commercial entities).

## **3. DELETION OF PERSONAL SPACE AT THE INITIATIVE OF THE SITE EDITOR**

The user is informed that the publisher reserves the right to delete the personal space of any User who contravenes these conditions of use and sale, and more particularly in the following cases:

- If the user makes illegal use of the site.
- If the user, when creating his personal space, voluntarily transmits incorrect information to the site.
- If the user has not been active on his personal space for at least a year.

In the event that the publisher decides to delete the user's personal space for one of these reasons, this does not constitute damage to the user whose account has been deleted.

This deletion does not constitute a waiver of legal proceedings that the publisher could undertake with regard to the user who has violated these rules.

## ARTICLE 8. RESPONSIBILITIES

The publisher is only responsible for the content that he has edited himself.

The publisher is not responsible:

- In the event of technical, IT or site compatibility problems or failures with any hardware or software.
- Direct or indirect, material or immaterial, foreseeable or unforeseeable damage resulting from the use or from the difficulties in using the site or its services.
- The intrinsic characteristics of the Internet, in particular those relating to the unreliability and lack of security of the information circulating there.
- Illicit content or activities using its site without its having duly taken cognizance of it within the meaning of Law n ° 2004-575 of June 21, 2004 for confidence in the digital economy and Law n ° 2004- 801 of August 6, 2004 on the protection of individuals with regard to the processing of personal data.

Furthermore, the site cannot guarantee the accuracy, completeness or timeliness of the information published there.

The user is responsible for:

- The protection of its equipment and data.
- The use he makes of the site or its services.
- If it does not respect either the letter or the spirit of these T & Cs.

## ARTICLE 9. HYPERTEXT LINKS

The site may contain hypertext links pointing to other websites over which www.dream-wines.eu has no control. Despite the prior and regular checks carried out by the publisher, the latter declines all responsibility for the content that may be found on these sites.

The publisher authorizes the establishment of hypertext links to any page or document on its site, provided that the establishment of these links is not carried out for commercial or advertising purposes.

In addition, the prior information of the site editor is necessary before setting up any hypertext link.

Excluded from this authorization are sites disseminating information of an illicit, violent, controversial, pornographic, xenophobic nature or that may affect the sensitivity of the greatest number.

Finally, [www.dream-wines.eu](http://www.dream-wines.eu) reserves the right to have a hypertext link pointing to its site removed at any time, if the site considers it to be inconsistent with its editorial policy.

#### **ARTICLE 10. CONFIDENTIALITY**

In addition to these General Conditions, the site has a confidentiality policy which describes the way in which personal data is processed when the user visits the site, as well as the way in which cookies are used.

By browsing the site, the user declares to have also read the aforementioned privacy policy.

#### **ARTICLE 11. INTELLECTUAL PROPERTY**

The structuring of the site but also the texts, graphics, images, photographs, sounds, videos and computer applications that compose it are the property of the publisher and are protected as such by the laws in force under intellectual property.

Any representation, reproduction, adaptation or partial or total exploitation of the contents, trademarks and services offered by the site, by any means whatsoever, without the prior, express and written authorization of the publisher, is strictly prohibited and would be liable to constitute an infringement within the meaning of articles L. 335-2 and following of the Code of the intellectual property. And this, with the exception of elements expressly designated as free of rights on the site.

Access to the site does not constitute recognition of a right and, in general, does not confer any intellectual property right relating to an element of the site, which remains the exclusive property of the publisher.

It is forbidden for the user to enter data on the site which would modify or which would be likely to modify its content or appearance.

## **ARTICLE 12. APPLICABLE LAW AND COMPETENT JURISDICTION**

These General Conditions of Use are governed by French law. In the event of a dispute and in the absence of an amicable agreement, the dispute will be brought before the courts in accordance with the rules of jurisdiction in force.

## II. TERMS OF SALES

### PREAMBLE

These general conditions of sale apply exclusively between the company Dream Wines Invest Ltd (and / or its subsidiaries or branches in Europe) whose registered office is at 1 Bracken Road Sandyford Industrial Estate, D18 CV48 DUBLIN - IRELAND, and registered under the local register 668374 (hereinafter "Dream Wines") and any person visiting or making a purchase via the site [www.dream-wines.eu](http://www.dream-wines.eu)

The seller's activity is subject to the following regulated regime:

- Legislation in force concerning merchant sites for the online sale of alcoholic beverages, the rules relating to the protection of minors and public health in each country for which Dream Wines provides delivery.

The purpose of the following provisions is to define the general conditions of sale on the site [www.dream-wines.eu](http://www.dream-wines.eu) (hereinafter referred to as "The site")

These general conditions of sale (hereinafter referred to as "GTC") define the contractual rights and obligations of the seller and his customer in the context of a distance and electronic sale of goods and products.

The GTC exclusively govern the relationship between the seller and the customer.

The GTC express all the obligations of the parties. The customer is deemed to accept them without reservation, failing which his order cannot be validated.

In case of doubt about any of the conditions of sale, the practices in force in the distance selling sector by companies headquartered in Ireland and the Consumer Code apply.

The seller reserves the right to modify the GTC from time to time. The changes will be applicable as soon as they are posted online.



## ARTICLE 1. CATALOG OR ONLINE STORE

Through the site, the seller provides the customer with a catalogue or an online store accurately presenting the products sold, without the photographs having a contractual value.

The products are described and presented with the greatest possible accuracy. However, in the event of errors or omissions in the presentation, the seller cannot be held liable for this fact.

The products are offered within the limits of available stocks.

The prices and taxes relating to the sale of the products are specified in the catalogue or the online store.

## ARTICLE 2. PRICE

The seller reserves the right to modify its prices at any time by posting them online.

Only the current prices indicated at the time of the order will apply, subject to availability of the products on that date.

The prices are indicated in Euros (excluding taxes and all taxes included) and do not take into account the delivery costs, which are invoiced in addition. The delivery costs are indicated before validation of the order by the customer.

The prices take into account the taxes applicable on the day of the order and any change in the rate of these taxes will be automatically reflected in the price of the products in the catalogue or online store. If one or more taxes or contributions, in particular environmental, were to be created or modified, up or down, this change may be reflected in the selling price of the products.

The total amount of the order (all taxes included) and delivery costs included, is indicated before final validation of the order form.

Payment of the full price must be made when ordering.

### **ARTICLE 3. ONLINE ORDER**

The customer can place his order online while respecting the different steps governed by the system (constitution of a basket, selection of billing, delivery and payment addresses). By following the ordering process, the customer accepts the price and description of the products without reservations.

The customer must accept by clicking on the place indicated, these general conditions of sale, so that his order is validated.

The customer must give a valid e-mail address, a valid delivery address and a telephone number to be contacted, and recognises by these general conditions of sale that any exchange with the seller may take place by means of this address.

The customer will also have to choose the delivery method and validate the payment method among the solutions offered by the system.

The seller reserves the right to block the customer's order in the event of non-payment, incorrect address or any other problem on the customer's account until the problem is resolved.

The seller reserves the right to require from the customer proof of identity, or even address (intra-community VAT number, kbis, etc.) to validate an order. In the absence of supply or non-compliance of the requested items, Dream Wines reserves the right to cancel the order.

### **ARTICLE 4. CONFIRMATION AND PAYMENT OF THE ORDER**

It is an order with an obligation of payment, which means that the placing of the order implies a payment from the customer.

#### **1. PAYMENT**

The customer makes the payment at the time of the final validation of the order by specifying his credit card number.

The customer guarantees the seller that he has the necessary authorisations to use this method of payment and acknowledges that the information given for this purpose constitutes proof of his consent to the sale and to the exigibility (of a tax, duty, or other payment) of the sums due under the order.

In the event of a dispute or fraudulent use of the bank card without physical use of the bank card (use of the bank card number), any person can contest within 70 days from the date of the transaction by sending a claim according to the following modalities, so that the seller bears the costs of the sale and returns the disputed sum:

The customer agrees to contact Dream Wines customer service and provide proof of opposition to the means of payment to the banking organization and a copy of the complaint filed with the legal authorities.

Any dispute not made in accordance with the rules defined above and within the time limits cannot be taken into account and will release the seller from all liability.

The seller has set up a procedure for verifying orders and means of payment intended to reasonably guarantee it against any fraudulent use of a means of payment, including by asking the customer for identification data.

In case of refusal of authorization of payment by credit card on the part of accredited bodies or in case of non-payment, the seller reserves the right to suspend or cancel the order and its delivery.

The seller also reserves the right to refuse an order from a buyer who has not fully or partially paid a previous order or with whom a payment dispute is in progress.

In certain specific cases (legal persons, etc.), payment may be made by bank transfer within the predefined deadlines.

## **2. CONFIRMATION**

Upon receipt of the validation of the purchase and payment by the customer, the seller transmits to the latter, on the email address he has specified, confirmation of receipt of the order form.

The seller is required to send an invoice to the customer upon delivery. The latter will be made available to the customer in his personal space on the website and sent by email.

The customer can request that the invoice be sent by email to an address other than the delivery address by sending a request to this effect to customer service (see contact details below) before delivery.

In case of unavailability of a product, the seller will keep the customer informed by e-mail as soon as possible in order to cancel the order for this product and reimburse the related price, the rest of the order remaining firm and final.

The customer can always exercise his right of withdrawal within 14 days from the moment the information concerning the unavailability of the product was sent to him.

For any question relating to the follow-up of an order, the customer can contact customer service at the following coordinates:

Dream Wines Customer service: [consumer@dream-wines.eu](mailto:consumer@dream-wines.eu) or [serviceclient@dream-wines.eu](mailto:serviceclient@dream-wines.eu)

#### **ARTICLE 5. ELECTRONIC SIGNATURE**

In accordance with the provisions of Law n ° 2000-230 of March 13, 2000, the online supply of the buyer's bank card number and the final validation of the order constitute proof of the customer's agreement, of the due date sums due under the purchase order, signature and express acceptance of all operations carried out.

#### **ARTICLE 6. PROOF OF THE TRANSACTION**

Communications, orders and payments between the customer and the seller can be proven through computerised registers, kept in the seller's computer systems under reasonable security conditions. Purchase orders and invoices are archived on a reliable and durable medium considered, in particular, as a means of proof.

#### **ARTICLE 7. METHOD OF PAYMENT**

All the payment methods available to the customer are listed on the seller's website. The customer guarantees the seller that he has the necessary authorisations to use the payment method chosen by him, when placing the order.

## ARTICLE 8. DELIVERY

### 1. GENERAL PRINCIPLE

#### **Choice of transport provider**

Dream Wines has the choice of the method and the transport provider according to the delivery options chosen by the customer. Depending on the choice of carrier made, the times may vary depending on its own logistics organisation.

The carrier is responsible for informing the customer of the theoretical delivery times. Dream Wines provides each order with the follow-up references to this transport provider allowing the customer to contact their services if necessary.

In the event of a request for additional services by the customer from the carrier which could generate additional delivery costs at the expense of Dream Wines, a tacit agreement must be obtained beforehand.

#### **For deliveries in France**

Upon receipt of the order and payment thereof, transport and delivery operations to the delivery address mentioned by the customer are organised by the services of Dream Wines.

In case of impossibility of delivery by the carrier for an incomplete or incorrect address, absence ... the customer can contact Dream Wines customer service to change his address, request a reshipment, or cancel his order with reimbursement of the latter deducted from the costs logistics generated.

In the event of a recovery of the products in the premises of Dream Wines in Bron - France (69500) or Saint Père en Retz - France (44320), the customer will have the possibility to come to the premises indicated on the days and times of 'opening mentioned on the site after confirmation by email or telephone from the services of Dream Wines as to the availability of the customer order.

#### **For deliveries to European countries**

Dream Wines is responsible for transport and delivery operations in the European countries offered on its site, following the pricing mentioned during the order registration.

In case of impossibility of delivery by the carrier for an incomplete or incorrect address, absence ... the customer can contact Dream Wines customer service to change his address, request a reshipment, or cancel his order with reimbursement of the latter as a deduction. logistics costs incurred.

No partial delivery is made by Dream Wines, except under specific conditions established between the seller and the customer by mutual agreement.

Dream Wines is committed to doing everything possible to deliver the customer and the products ordered as soon as possible. These may vary depending on the products ordered, the place of destination and the delivery method used.

### **Tariffs**

Any order placed on the Site and delivered outside of France may be subject to possible taxes and customs duties which are imposed when the package reaches its destination. These customs duties and any taxes related to the delivery of an item are the responsibility of the customer and are his responsibility.

Dream Wines is under no obligation to verify and inform the customer of applicable customs duties and taxes. To know them, the customer is advised to check with the competent authorities of his country of delivery of the products.

## **2. VERIFICATION OF THE ORDER**

If at the time of delivery, the original packaging is damaged, torn, opened, the customer must absolutely refuse delivery in its entirety or ensure that there is no damage and that the order is complete.

If they have been damaged or even broken, the buyer must absolutely refuse the package and note any reservations on the delivery slip (or tablet) and if possible record these anomalies by taking pictures.

Where applicable, the customer must indicate on the delivery slip, and in handwritten form (or on the delivery person's tablet), any anomaly concerning the delivery. A copy of this must be sent by email to the services of Dream Wines within 24 hours.

In case of doubts about the conformity of the delivery, the customer must put the handwritten mention (or on the delivery person's tablet): "acceptance of delivery subject to unpacking".

The verification of the products is considered to have been carried out when the customer, or a person authorized by him, has signed the delivery note or consignment note from the carrier.

The customer must inform the seller of his reservations within 24 hours maximum by email to [delivery@dream-wines.eu](mailto:delivery@dream-wines.eu), or even by registered mail to the address of the head office or branch of Dream Wines.

Any reservation not made in accordance with the rules defined above and within the time limits will not be taken into account and will release the seller from any liability towards the customer.

Upon receipt of the complaint, the seller will assign an exchange number for the product (s) concerned and will communicate it to the customer by email.

### **3. DAMAGE AND BREAKAGE**

The carrier is responsible for the integrity of the goods and packages during their delivery.

The customer must have checked and refused the package in the event that the integrity of the products has not been respected and Dream Wines customer service must have been notified within 24 hours maximum by email on [delivery@dream-wines.eu](mailto:delivery@dream-wines.eu) with the provision of elements such as photos etc.

Any complaint or return not made in accordance with the rules defined above and within the time limits cannot be taken into account and will release the seller from any liability towards the customer.

In case of compliance with all the requested procedures and after verifications with the carrier, Dream Wines undertakes either to reimburse the customer or to initiate a reshipment of the products originally ordered.

### **ARTICLE 9. UNAVAILABILITY OF PRODUCTS AND REFUNDS**

In case of unavailability of an ordered product, Dream Wines undertakes to inform the customer as soon as possible and to define with him an alternative among the solutions:

- Possibility to wait until replenishment
- Replacement of the product by an equivalent or higher quality product under the same pricing conditions
- Refund of unavailable products
- Cancellation of the order and reimbursement of the latter.

## ARTICLE 10. RIGHT OF WITHDRAWAL

The customer can exercise his right of withdrawal and return of the product within 14 working days of delivery of the products.

The customer will exercise his right of withdrawal by contacting customer service at [serviceclient@dream-wines.eu](mailto:serviceclient@dream-wines.eu) or by mail using the form reserved for this purpose in the annexe hereof.

After having communicated his decision to withdraw, the customer then has 14 days to return or return the products at his expense.

Any withdrawal or return not made in accordance with the rules defined above and within the time limits set cannot be taken into account and will release the seller from any liability vis-à-vis the customer.

The customer may request the exchange or refund of the returned product, without penalty, with the exception of the return costs which remain at his expense.

The return or exchange of the product can only be accepted for products as a whole, intact and in their original condition, in particular with complete packaging, intact and in sales condition.

The seller agrees to reimburse the customer for all sums paid, including delivery costs, within 14 days following the recovery of the products or the transmission of proof of shipment of these goods. In the event that the returned products have been opened, the seller will be entitled to deduct these from the refund amount.



## **ARTICLE 11. DREAMPASS LOYALTY PROGRAM**

Dream Wines reserves the right to implement a Dream Pass loyalty program operating on the following principle:

- This loyalty program is available to any customer (who has already ordered online for the first time)
- This program is not accessible to customers (natural or legal persons) with special commercial conditions, as discounts cannot be combined.
- The DreamPass program is summed up in the allocation of one or more cash discounts (on the total product only) which accumulate each time a product order level is reached.

Example: -3 €. Including tax on a level of 80 €. Including VAT, -3 € on a level of 150 €.

Including VAT, allowing the customer to benefit in this case from an immediate discount of -3 € for any order up to 149 € .TTC, a discount of € 6 for all orders over € 150.

- The customer benefits from the DreamPass loyalty discount for each order recorded online.

Dream Wines reserves the right to modify the conditions, use, or even the existence of the DreamPass loyalty program at any time. Up-to-date information on the existence of the program is communicated online at [www.dream-wines.eu](http://www.dream-wines.eu)

## **ARTICLE 12. SPECIFIC PURCHASE CONDITIONS**

Dream Wines reserves the right to agree specific purchase conditions for certain customers following negotiation between the parties (seller / buyer). The customer then benefits from preferential online purchasing conditions communicated and displayed for each order recorded.

Dream Wines following customer information reserves the right to modify the conditions applied, or even to put an end to them.

### **ARTICLE 13. FORCE MAJEURE**

The parties will be exempt from their obligations, in the event that a circumstance constituting a case of force majeure as defined by the laws applicable to the place of delivery which would prevent their execution. The obligations of the parties will be suspended.

The party invoking such a circumstance must notify the other party immediately, of its occurrence and its disappearance.

All irresistible and unforeseeable, inevitable facts or circumstances which cannot be prevented by the latter, despite all reasonably possible efforts, defined as such by European case law, and in particular the blocking of means of transport, are considered to be cases of force majeure. or supplies, earthquakes, fires, storms, floods, lightning, and shutdown of telecommunications networks.

If the case of force majeure lasts longer than three months, these general conditions may be terminated by the injured party.

### **ARTICLE 14 - PROTECTION OF MINORS**

The Customer acknowledges that they are of the required age when ordering on the site and comply with the legislation in force in their country of residence.

The adult Customer may not be an intermediary for any consumer who is not of the required age for the purchase of alcoholic beverages of any type in accordance with his country of residence.

In general, the sale of alcohol is prohibited to minors. The notion of majority may vary depending on the country of delivery, so the majority retained in Europe will be 18 years, unless otherwise provided by regulation.

Any order on behalf of a Minor by a major Customer will result in full tort and criminal liability. Dream Wines will be automatically released from all responsibilities and consequences of such an act.

## **ARTICLE 15 – RESPONSIBILITY**

Dream Wines will take the necessary steps to ensure the availability of services on the site. However, due to the nature of the internet, this cannot be guaranteed. In addition, your access to the site may occasionally be suspended or limited to allow for repairs, maintenance, or to add a new feature or service. Dream Wines will endeavour to limit the frequency and duration of such suspensions or limitations.

Within the framework of its relations with professionals, Dream Wines is not responsible for losses which were not caused by fault on the part of Dream Wines, or for commercial losses (including lost profits, profits, contracts, expected savings, data, customers or superfluous expenses), or any indirect or consequential losses which were not foreseeable by you and us when the professional customer ordered on the site.

Nothing in these general conditions of sale and use is intended to limit or exclude the liability of Dream Wines in the event of fraud, or in the event of death or bodily injury caused by our negligence or gross negligence.

The laws of some countries do not allow some of the limitations listed above. If these laws apply to you, some or all of these limitations do not apply to you, and you may have additional rights.

## **ARTICLE 16. PARTIAL NULLITY**

If any of the provisions of the Contract were null or unenforceable, in part or in whole, the other provisions of the Contract would continue to apply.

In addition, the parties undertake, during negotiations in good faith, to replace the inapplicable or void stipulations by other stipulations whose effects will not be comparable.

Failure by one of the parties to replace the null or unenforceable stipulations will not affect the validity of the remaining provisions, nor the valid part of a partially invalid stipulation which will take effect to the extent of what is authorised by the law.

## ARTICLE 17. APPLICABLE LAW AND COMPETENT JURISDICTION

In the absence of an amicable agreement, the customer and unless otherwise provided by the law applicable to consumers in his country of residence.

These General Conditions of Sale and Use are subject to Irish law (except for provisions concerning conflicts of law), and the application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

If the customer is a consumer and his habitual residence is located in a country of the European Union, the customer also benefits from rights protecting him under the mandatory provisions of the law applicable in his country of residence.

The customer, like Dream Wines, agree to submit all disputes arising from the existing commercial relationship to the non-exclusive jurisdiction of the Irish courts, which means that for the application of these Conditions of Sale, the customer can bring an action to make assert his consumer rights, in Ireland or in the country of the European Union in which he resides.

The European Commission provides an online dispute resolution platform which the customer can access here: <https://ec.europa.eu/consumers/odr/>. If the customer wishes to draw our attention to a particular subject, he can contact the services of Dream Wines.