

General Terms and Conditions of Sale

Website: www.winemaster.fr

Company: WINEMASTER

SAS with a capital of 650,000 €

RCS Mulhouse: 815 353 032

Intra-community VAT: FR20815353032

Registered office: ZI de Vieux-Thann – 18 rue Guy de Place – F 68800 Vieux-Thann

Phone: +33 3 89 37 75 15

Email: contact@winemaster.fr

ARTICLE 1 – PURPOSE AND SCOPE

1.1 These General Terms and Conditions of Sale (hereinafter “GTC”) govern all distance sales concluded by WINEMASTER (hereinafter “WINEMASTER”) with an individual (hereinafter “the Buyer”) via the website www.winemaster.fr (hereinafter “the Website”). They apply to all orders for wine cellar air conditioners, related accessories, and subscriptions to the Winemaster Connect monitoring system.

1.2 By placing an order on the Website, the Buyer unconditionally accepts these GTC, which they declare to have read prior to confirming their order. WINEMASTER’s failure to enforce any provision of the GTC at a given time does not constitute a waiver of its right to enforce it later.

1.3 The sales offer on the Website:

- is restricted to individuals with the legal capacity to contract;
- applies exclusively to deliveries of air conditioners and accessories in mainland France, except for the Winemaster Connect subscription, which can be subscribed to worldwide.

For deliveries of physical products outside mainland France, the Buyer must submit a prior request to contact@winemaster.fr. WINEMASTER will then inform the Buyer of the applicable conditions and costs, if it is able to fulfill the request.

1.4 WINEMASTER reserves the right to modify the GTC at any time. The applicable GTC are those in effect on the date the order or subscription is placed.

ARTICLE 2 – ORDER

2.1 Identification

To place an order, the Buyer must identify themselves via a user account. For a first order or subscription, they must create an account by providing a valid email address and a confidential password. These credentials are personal, and the Buyer is responsible for their confidentiality. Any fraudulent use must be immediately reported to WINEMASTER in writing.

2.2 Order Process

- The Buyer selects air conditioners, accessories, or the Winemaster Connect subscription by clicking “Add to Cart” or “Subscribe” and specifying the desired

quantities or options. The Buyer can view their cart at any time via “My Cart.”

- The Winemaster Connect subscription requires downloading the application from the Play Store or App Store and entering the device’s serial number in the application.
- Once the selection is complete, the Buyer clicks “Finalize My Order” to access the order summary, which can be modified if necessary.
- The Buyer accepts the GTC by checking the designated box, provides their delivery address (for physical products) or contact details (for subscriptions), and selects a payment method.
- The order or subscription is confirmed by clicking “Confirm My Order,” which constitutes a final acceptance.

ARTICLE 3 – ORDER CONFIRMATION AND PAYMENT

3.1 Prices are expressed in euros (€), inclusive of all taxes (VAT included), excluding delivery costs for physical products.

3.2 Payment is due immediately upon placing the order or subscribing. WINEMASTER validates the order or subscription upon receipt of the full initial payment. WINEMASTER may refuse an order or subscription in case of payment issues reported by the banking institution or for any legitimate reason (Article L.121-11 of the French Consumer Code).

3.3 Payment Methods

- Credit card: Data is secured via an encryption system. WINEMASTER does not have access to banking information, which is managed by its banking partner. The order or subscription is validated upon payment authorization.

3.4 Any payment incident may result in the suspension of access to the Website or the Winemaster Connect subscription, or the termination of the user account, without prejudice to WINEMASTER’s right to claim damages.

ARTICLE 4 – PRODUCTS AND SUBSCRIPTION

4.1 Wine cellar air conditioners, their accessories, and the Winemaster Connect subscription are described on the Website with their essential characteristics. Photos of physical products are indicative and non-binding. The Buyer is invited to consult technical data sheets or the dedicated subscription page for more details.

4.2 In case of unavailability of a physical product after order confirmation, the Buyer will be informed by email or phone and may choose between a refund or a replacement product. The Winemaster Connect subscription, being a digital service, is available without stock limitations, subject to technical compatibility.

ARTICLE 5 – PRICES

5.1 Prices, inclusive of VAT, are displayed on the Website, excluding delivery costs for physical products. The applicable VAT is that in effect on the date of the order or subscription, adjusted to the Buyer’s country for the Winemaster Connect subscription in accordance with international tax regulations.

5.2 Delivery Costs (Physical Products)

- In mainland France:

- Orders under €500: €15 excl. VAT.
- Orders of €500 or more: €80 excl. VAT.
 - Outside mainland France: Subject to a prior quote upon request to contact@winemaster.fr.
 - The Winemaster Connect subscription, being a digital service, incurs no delivery costs.

5.3 Winemaster Connect Subscription Price

- The subscription price is indicated on the Website. Automatic renewal and termination terms are specified at the time of subscription.

5.4 In case of an obvious pricing error (e.g., selling at a loss), WINEMASTER may cancel the order or subscription and refund the Buyer within 14 days.

ARTICLE 6 – DELIVERY AND SERVICE ACCESS

6.1 Physical Products: Air conditioners and accessories are delivered to the address provided by the Buyer, in mainland France only, unless otherwise agreed for other destinations.

- Estimated delivery times, subject to stock availability:

- Air conditioners and accessories: 3 to 5 working days after order confirmation.
- Wineroom: 4 weeks after order confirmation.
- Storage furniture: 3 to 30 days after order confirmation.
 - The carrier delivers packages to the doorstep or building entrance. Delivery to upper floors requires a prior quote.
 - In case of return due to an incorrect address, reshipping costs are borne by the Buyer.

6.2 Winemaster Connect Subscription: Access to the service is activated upon validation of the initial payment, using the credentials provided to the Buyer. The service is accessible worldwide, subject to an internet connection and equipment compatibility.

ARTICLE 7 – PRODUCT CONFORMITY

Upon receipt of physical products, the Buyer must check their condition in the presence of the carrier. In case of damage (e.g., a damaged device), the Buyer must refuse the package and note specific reservations on the delivery note. Without detailed reservations, the delivery is deemed compliant, except for legal warranties. For the Winemaster Connect subscription, any service non-conformity must be reported to contact@winemaster.fr within 30 days.

ARTICLE 8 – TAKE-BACK OF USED EQUIPMENT

In accordance with Articles R.543-195 et seq. of the French Environmental Code, WINEMASTER is registered with ADEME under the unique identifier FR022505. We are affiliated with the eco-organization Ecosystem for the management of Waste Electrical and Electronic Equipment (WEEE).

When purchasing new equipment, the Buyer may benefit from the free take-back of equivalent used equipment (“1-for-1” take-back) at the time of delivery or at a collection point, as specified during the order process.

The take-back is limited to equipment of the same type and equivalent dimensions. For any questions or take-back requests, please contact our customer service at adv@winemaster.fr.

The eco-contribution amount is included in the sale price and displayed on each relevant product page.

ARTICLE 9 – FORCE MAJEURE

WINEMASTER is not liable for delays or non-performance due to force majeure events (e.g., natural disasters, strikes, server failures for the subscription).

ARTICLE 10 – RIGHT OF WITHDRAWAL

10.1 Physical Products: The Buyer has 14 days from receipt to withdraw without stating a reason by notifying WINEMASTER at contact@winemaster.fr. Products must be returned intact, unused, in their original packaging, within 14 days of notification. Return costs are borne by the Buyer. Refunds are processed within 14 days of product receipt, using the original payment method.

10.2 Winemaster Connect Subscription: The Buyer has 14 days from subscription to withdraw, unless the service has been fully activated with their express consent before the end of this period (Article L.221-28 of the French Consumer Code). Refunds, if applicable, are processed within 14 days of notification.

ARTICLE 11 – WARRANTIES

11.1 WINEMASTER guarantees the conformity of physical products (Articles L.217-4 et seq. of the French Consumer Code) and against hidden defects (Articles 1641 et seq. of the French Civil Code) for 2 years. For the Winemaster Connect subscription, WINEMASTER undertakes to provide a service compliant with the Website’s descriptions for the subscription duration.

11.2 The warranty does not apply in cases of improper installation, use, or damage by the Buyer, or technical issues unrelated to WINEMASTER for the subscription.

ARTICLE 12 – RETENTION OF TITLE

Physical products remain the property of WINEMASTER until full payment is received. Risks are transferred to the Buyer upon delivery.

ARTICLE 13 – CONTACT AND COMPLAINTS

For any questions or complaints:

- Email: contact@winemaster.fr
- Phone: +33 3 89 37 75 15
- Mail: WINEMASTER, ZI de Vieux-Thann – 18 rue Guy de Place – F 68800 Vieux-Thann

ARTICLE 14 – PERSONAL DATA

The Buyer's data is processed in accordance with GDPR for order and subscription management. The Buyer may exercise their rights (access, rectification, deletion) by contacting WINEMASTER.

ARTICLE 15 – APPLICABLE LAW AND DISPUTES

15.1 These General Terms and Conditions of Sale and the contractual relationship between WINEMASTER and the Buyer are governed by French law.

15.2 Any dispute that cannot be resolved amicably falls under the exclusive jurisdiction of French courts.

15.3 In case of a dispute related to the sales or service contract between the professional and the client (individual consumer), the requesting party will first seek an amicable resolution internally. If the client is not satisfied after this initial attempt, they may resort to consumer mediation at +33 1.89.47.00.14 or by email at cm2c@cm2c.net. Any persistent disputes concerning the validity, interpretation, performance, termination, consequences, or follow-up of this contract will be submitted to the competent courts under common law conditions. For disputes with a professional, the competent court will be the Mulhouse Commercial Court.