DP SALES BV

GENERAL TERMS AND CONDITIONS

Professional sales and services

DP Sales as Seller of goods and provider of the agreed sourcing, brokerage, consolidation, documentation and delivery package.

Trading with professional clients only.
No sales to private clients or purchases for personal, household or family use.

DP Sales BV
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COMPANY AND CONTENTS

Contract framework

Professional sales, supporting services and transaction forms

DP Sales BV is a Belgian private limited company.
Enterprise number: 0466.596.922 | VAT: BE0466596922
Address: Leuvenselaan 172/22, 3300 Tienen, Belgium
Contractual contact: business@dp-sales.be | Website: dp-sales.be

DP Sales is the Seller for its goods Orders and invoices the agreed full package. Goods are procured and fulfilled through independent third parties. These Terms are for professional business relationships only and apply when supplied and accepted for the relevant contract.

Document control. Edition 2.0, issued 06 September 2026. Apply the copy attached to, or expressly identified in, the accepted Order. Existing signed frameworks and escrow agreements retain the priority stated in clause 3.

A / GENERAL TERMS

Professional trade only

1. Eligibility and scope / 2. Contract formation

1.1 Exclusive professional trade. DP Sales BV (DP Sales or the Seller) contracts for trading goods only with legal entities and natural persons acting wholly in the course of their trade, business, craft or profession (the Buyer, also called the Client for services). DP Sales does not accept private clients or purchases for personal, household or family use. A sole trader qualifies only for a genuine professional purchase.

1.2 Buyer verification. Before acceptance, the Buyer must provide its legal name, business address, registration number, VAT number where applicable, authorised signatory, intended commercial use and relevant licences. DP Sales may withhold acceptance until satisfactory supporting evidence is received. The Buyer warrants that its information is complete and accurate and must report material changes immediately. Purchasing through a business to conceal private use is prohibited.

1.3 Scope. These Terms govern sales invoiced by DP Sales and the associated sourcing, brokerage work, consolidation, documentation, delivery and other agreed services. They also cover separately commissioned professional events and introduction mandates where relevant. DP Sales is the contracting Seller for goods Orders. A service-only appointment exists only where expressly identified as such in an accepted written mandate and does not reclassify another goods sale.

1.4 Eligibility enforcement. DP Sales may reject an unverified or private order and suspend an accepted Order on reasonable evidence of misrepresentation under clauses 9 and 14. The Buyer is responsible for loss attributable to a false professional declaration. Actual legal status controls: this restriction creates no consumer retail offer and does not remove rights that mandatory law grants because of a person's actual status.

2.1 Definitions. An Order is a written or attributable electronic confirmation accepted by authorised representatives, identifying the goods or services, quantity, price, delivery basis and applicable documents. Goods are the products sold under it. A Supplier is an independent upstream vendor or fulfilment provider engaged by DP Sales; it is not the Buyer's contractual seller under these Terms. Service Fees means remuneration expressly priced for a separate service, excluding VAT and goods prices. A Business Day is a weekday other than a Belgian public holiday.

2.2 Binding acceptance. Stock lists, website descriptions, price indications, draft invoices, letters of intent and negotiations are invitations to enquire unless expressly issued as a firm offer. DP Sales is bound only by acceptance issued by its director or a person authorised in writing, or valid acceptance of its firm authorised offer within the stated period. An automated receipt or transfer of money alone is insufficient. A conditional allocation becomes firm only when its stated conditions are satisfied and confirmed.

2.3 Incorporation. DP Sales shall provide these Terms and applicable attachments in a retainable form before the Order is concluded. A signature or clear electronic acceptance shall identify the supplied edition or attached copy. The Buyer must raise proposed changes before acceptance. An invoice or website reference added after conclusion does not alone incorporate new terms. Applicable rules on authority, formation and evidence remain controlling.

A / GENERAL TERMS

Seller status and scope

3. Document priority / 4. The DP Sales package

3.1 Priority. Mandatory law prevails. An existing signed framework continues to govern Orders within its scope; it is amended only by an expressly identified change agreed by authorised representatives. Subject to that rule, specifically negotiated Order terms prevail over these Terms, and the relevant sector provisions prevail over the general provisions for the same subject. A separately accepted escrow agreement governs the escrow agent's duties and release authority.

3.2 Buyer and third-party terms. The Buyer must submit any proposed purchasing conditions before contracting. No later purchase order, portal requirement, delivery instruction or invoice dispute changes an agreed Order without acceptance by DP Sales. Conflicting standard terms remain subject to Belgian Civil Code article 5.23 and other applicable law; this clause does not itself override that rule. A refusal to contract on conflicting terms must be communicated separately and promptly.

3.3 Existing commitments. These Terms apply only when properly incorporated and do not retrospectively amend signed sales, event, finance or escrow arrangements, accrued liability or agreed payment milestones. Later website changes apply only to future contracts for which the revised copy is supplied and accepted. Operational documents must reflect the parties' binding transaction and cannot silently change its legal structure.

4.1 DP Sales as Seller. DP Sales sells and invoices the agreed Goods and full commercial package in its own name. Its package may include sourcing, negotiation, procurement, consolidation, packing coordination, transport arrangements, delivery and documentation, to the extent confirmed in the Order. The Buyer owes the agreed price to DP Sales or its duly notified assignee or authorised escrow beneficiary. No direct purchase contract between the Buyer and an upstream Supplier is created.

4.2 Outsourced procurement. DP Sales sources from independent third parties and does not represent that Goods are its own physical stock or held at its premises. Goods may be procured after order acceptance, held in third-party storage, consolidated externally or shipped directly by a Supplier. DP Sales is not the producer, vineyard, warehouse or carrier merely because it arranges those activities. Outsourcing and absence of stock possession do not remove its contractual obligations as Seller or duties attaching to its actual regulated role.

4.3 Defined undertaking. DP Sales shall supply the agreed Goods and exercise reasonable professional skill, care and diligence in its services. Only the specifications, deliverables, delivery basis and essential deadlines expressly accepted in the Order are promised. It gives no separate guarantee of resale value, financing, downstream sales or commercial success. A separately commissioned search or introduction requires reasonable efforts unless a specified result is expressly promised.

4.4 Subcontracting and authority. DP Sales may select and replace suitable Suppliers, warehouses, carriers and specialists without further Buyer approval, provided the agreed specification, material provenance commitments, delivery undertaking and price are respected. It remains responsible for obligations it undertakes through them, subject to clause 11. The Buyer may not instruct, bind, divert stock from or settle with a Supplier on DP Sales' behalf without written authority. Booking coordination alone does not constitute a separate undertaking as contracting carrier.

A / GENERAL TERMS

Price and strict payment terms

5. Price, margin, credit and default

5.1 Agreed price. The Order states currency, unit basis, quantity, included services and any separately charged delivery or other costs. Bottle, case, pallet and metric-tonne prices must be distinguished. Prices exclude VAT, excise, customs duties and destination charges unless expressly included. A fixed accepted price changes only under an expressly agreed objective adjustment mechanism, an agreed variation or applicable law.

5.2 Full package and margin. DP Sales may quote and invoice one combined price for Goods and the agreed sourcing, brokerage, consolidation and delivery package. Its procurement costs, supplier discounts and trading margin are confidential; the price is not cost-plus and is not an undertaking to procure at the lowest available price. No separate sourcing fee or disclosure of the upstream purchase price is required unless expressly agreed or legally required. A cost described as reimbursable at cost must be accounted for accurately.

5.3 Advance payment. Unless the accepted Order expressly grants different milestones or credit, 100% of the invoiced Order price is due in cleared funds within three Business Days of invoice receipt and before procurement commitments, dispatch or release are required. DP Sales may make any voluntary earlier commitment without waiving the payment condition. No historic payment split applies automatically. A late payment extends an affected performance window by the delay and reasonable rebooking time, with prompt notice.

5.4 Credit. Deferred payment requires express written approval and fulfilment of the specified security conditions. The Buyer's resale, cash flow, inspection arrangements or financing process do not postpone an agreed due date. No unsecured 90-day credit is granted. Payment periods must comply with the Belgian commercial late-payment rules and any shorter sector rule, including the 30-day maximum and statutory calculation method where Belgian agricultural and food supply-chain protection applies.

5.5 Payment method. Payment must reach the verified account of DP Sales, its notified assignee or the authorised escrow agent with the correct reference, free of the payer's transfer charges. Mandatory withholding requires prompt notice and official evidence; a gross-up applies only if expressly agreed. Cash, crypto-assets and undisclosed third-party payments are not accepted. Payment to an upstream Supplier does not discharge the Buyer's debt unless DP Sales has expressly authorised that payment.

5.6 Invoice objections and deductions. The Buyer shall send a specific, reasoned invoice objection within five Business Days of receipt and pay the undisputed balance on time. An invoice objection is distinct from a hidden-defect claim. Silence is rebuttable evidence only. No deduction, debit note or set-off for an unrelated disputed claim is permitted; legally available connected set-off and proportionate suspension rights are preserved. Each party supplies the data needed for mandatory structured electronic invoicing.

5.7 Default charges. Overdue qualifying commercial debts bear statutory late-payment interest under the Belgian Act of 2 August 2002 at the rate applicable to the relevant period, without prior demand where the Act so provides, together with the statutory EUR 40 recovery allowance and reasonable additional recovery costs lawfully recoverable without duplication. A reminder, part-payment or payment plan does not waive accrued interest or other rights unless DP Sales expressly agrees.

A / GENERAL TERMS

Payment security and control

6. Escrow, invoicing, finance and advances

6.1 Security before exposure. Escrow, documentary credit, standby credit, guarantee, insurance, factoring or consignment requires written agreement on provider, beneficiary, amount, currency, expiry, documents, conditions and costs. A financing application, prior credit limit, comfort letter or expression of interest is not effective security. DP Sales need not incur an exposure or release Goods before the security expressly required for that milestone is operative and usable.

6.2 Escrow. The appointed independent escrow agent holds and releases money solely under its separately accepted agreement. DP Sales remains the Seller and price creditor to the extent stated in that transaction. These Terms neither appoint DP Sales as escrow agent nor add a silence-based release or unilateral deduction. Existing escrow beneficiaries, release tests and refund mechanics change only through the agreement's authorised amendment procedure.

6.3 Own-name invoicing and settlement. DP Sales issues its own invoice for the sale and agreed package and settles its Suppliers under separate upstream contracts. Receipt of its sale price is payment of its own receivable, not a mandate to hold the Buyer's money for an anonymous goods seller. A separately priced service may appear on the same invoice where lawful. Factoring or an approved escrow structure does not alter the Buyer's product counterparty or create a direct Supplier contract.

6.4 Documentary instruments. The Order identifies the issuing and confirming banks where relevant, beneficiary, expiry, place and period of presentation, required documents and treatment of discrepancies. UCP 600, ISP98 or URDG 758 applies only when incorporated into the instrument. The Buyer shall procure any agreed amendment promptly and bear costs caused by its instructions or failure. Documentary payment is distinct from physical inspection and does not certify authenticity or product condition.

6.5 Assignment and factoring. DP Sales may assign or pledge its receivables to a factor, bank or insurer and give the Buyer the required payment notice. The Buyer shall provide accurate transaction and receipt confirmations reasonably needed for financing. It need not certify undelivered Goods or waive a genuine defence. Assignment does not change the due date, the actual Seller, or legally available debtor defences. Payment after a valid notice must follow the entitled assignee's verified instructions.

6.6 Deteriorating credit. An overdue material debt, credible evidence of inability to pay or failure of an expressly agreed financing condition entitles DP Sales, to the extent permitted by law, to request adequate replacement security within three Business Days or a longer period reasonably necessary for the instrument. After prompt notice it may proportionately suspend affected unperformed commitments pending security. DP Sales may not revoke unconditional credit already granted solely because its factor changes policy. Clause 14 governs termination.

6.7 Advance payments and credits. A deposit is part-payment of the Order price, not an option to cancel. DP Sales may apply it to amounts properly due on the Order and any lawful cancellation settlement. A price refund or unused service advance legally due shall be accounted for and paid within 14 calendar days after it becomes due, unless a shorter period or the applicable escrow process controls. DP Sales' own refund debt is not conditional on recovering money from its Supplier.

6.8 Payment fraud. The Buyer must verify any new or changed payment account through an established independent contact channel before transferring money; a changed email or invoice alone is insufficient. DP Sales shall apply corresponding controls when issuing instructions. Liability for fraudulent diversion follows actual conduct, causation and applicable law. A payment sent to an unauthorised account is not automatically a discharge of the debt.

A / GENERAL TERMS

Delivery, customs and tax

7. Logistics / 8. Regulatory allocation

7.1 Delivery basis and risk. Each goods Order must identify its Incoterms 2020 rule, exact named place or port, shipment or delivery window and any expressly essential final date. Unless another rule is agreed, FCA applies at the precise collection point identified in the accepted Order. Risk passes under that rule; ownership follows clause 21.4. The inclusion of sourcing, consolidation or freight in the price does not itself change the agreed risk-transfer point.

7.2 Full logistics package. DP Sales arranges the transport, consolidation, storage, packing and documentation expressly included in the Order through appointed operators. The schedule identifies any activity for which the Buyer contracts directly and any operator terms incorporated before agreement. Supplier or carrier selection remains with DP Sales within clause 4.4. Mandatory transport conventions and statutory operator liabilities govern where applicable; arranging a shipment does not guarantee customs or terminal release.

7.3 Cargo insurance. Insurance is included only when expressly stated or required by the agreed delivery rule. Scope, insured value, parties, exclusions, deductible and claims contact must be identified. The Buyer shall maintain appropriate cover from the point at which it bears risk. Cargo cover is distinct from product, professional, warehouse and event liability insurance. Insurance recovery does not permit double recovery or extinguish another party's independent liability.

7.4 Buyer readiness and extra costs. The Buyer must provide timely receiver, vehicle, booking, licence and customs instructions and take delivery when due. It bears reasonable, evidenced storage, detention, demurrage, rebooking and failed-delivery costs caused by its delay or breach, at agreed tariffs or reasonable actual cost. DP Sales may suspend further affected releases on notice until overdue delivery-related amounts are paid where lawful. No undisclosed charterparty charge is imposed.

7.5 Release and collection. No Goods, warehouse release instruction or original title document need be released before the agreed cleared-payment or security milestone. Partial shipments and external consolidation are permitted if they do not materially prejudice the agreed purpose, essential date or total price. Product substitution requires clause 18.6 or an express equivalent authority. Following a failure to collect, DP Sales may place Goods in suitable storage and invoke lawful remedies, with mitigation and accounting.

8.1 Trade roles. The Order identifies exporter, importer of record, declarant, customs representative, excise consignor and authorised receiver as relevant. The Buyer is responsible for destination permits, onward-sale permissions and local requirements allocated to it and must communicate them before commitment. Each party remains responsible for duties legally attaching to its actual role and for accurate information and documents it undertakes to supply.

8.2 Tax and excise evidence. VAT relief, export or intra-EU exemption, duty suspension and excise treatment depend on satisfying their legal conditions. The Buyer must promptly supply valid VAT and receiver details and transport, arrival, export or discharge evidence within its control. Route-specific SEED authorisations, e-AD or e-SAD and EMCS discharge must be addressed where required. Product codes, ABV, weights and pack data must relate to the actual Goods.

8.3 Tax adjustments. DP Sales may invoice tax legally due when exemption conditions are not satisfied and shall issue the appropriate correction when an entitlement to relief is established. Additional duty, interest or reasonable administrative loss caused by inaccurate Buyer information or a Buyer failure is recoverable to the extent attributable to that failure and evidenced. Amounts caused by DP Sales' own breach and non-transferable fines cannot be shifted to the Buyer.

A / GENERAL TERMS

Lawful trade and information

9. Compliance / 10. Confidentiality and data

9.1 Identity and authority. Each party shall provide proportionate, accurate information needed to verify legal existence, ownership and control, signing authority, lawful funds, business purpose and relevant licences. Changes affecting an accepted transaction must be notified promptly. Personal identity documents are requested only when reasonably necessary for the applicable check and handled through an appropriate secure channel.

9.2 Sanctions and anti-bribery. Each party shall comply with laws applicable to it and the transaction, including EU and Belgian sanctions, applicable UN measures, export controls, anti-bribery, anti-fraud and anti-money-laundering requirements. Other sanctions regimes and bank restrictions must be considered where legally applicable or expressly agreed for the route. No party may conceal an origin, UBO, end-user, destination or payment purpose, or use intermediaries to circumvent applicable restrictions.

9.3 Suspension. DP Sales may suspend the affected activity on reasonable, documented grounds that it may be unlawful, fraudulent or materially inconsistent with required compliance information. It shall give prompt reasons to the extent lawfully permitted, request relevant clarification and review the hold without undue delay. Termination under clause 14 is available where the issue cannot lawfully or reasonably be resolved. A compliance hold does not create an arbitrary forfeiture of funds.

9.4 Food and product safety. Each party shall perform the mandatory safety, traceability, notification, withdrawal and recall duties attaching to its activities. Outsourcing, an inspection certificate or Buyer acceptance does not remove those duties. The Buyer must isolate suspected unsafe, adulterated or counterfeit Goods and notify DP Sales immediately, preserving batch and movement records. Required authority notifications and urgent safety action take priority over confidentiality and payment disputes.

10.1 Confidential business information. The Buyer shall keep DP Sales' non-public Supplier identities, contacts, allocations, procurement terms, margins, sourcing methods, transaction structures and documents confidential and use them only for the agreed transaction. DP Sales owes equivalent protection to the Buyer's non-public business information. Disclosure is limited to persons who need it for performance, finance, insurance or professional advice and are subject to suitable confidentiality duties. Public information, independently developed information and lawfully held prior knowledge are excluded.

10.2 Source protection and required disclosure. An upstream Supplier's identity or purchase price need not be disclosed merely because the Buyer requests it. Necessary information must nevertheless be supplied where required for traceability, a substantiated legal claim, a lawful audit, a court or competent authority. Permitted redaction must not obstruct those purposes. Confidentiality continues for five years after the relationship ends; qualifying trade secrets remain protected while legally secret. Clause 25 addresses circumvention.

10.3 Personal data. Each party acts as an independent controller for its own business-contact, due-diligence, transaction and claims processing unless a separate arrangement establishes otherwise. Processing must have a lawful basis, be limited to necessary purposes, use proportionate security and retention, and comply with international-transfer requirements. These Terms are not marketing consent, a substitute for a privacy notice or a controller-processor agreement.

10.4 Rights and materials. DP Sales retains rights in its original proposals, programmes and materials; the Client receives permission to use paid-for deliverables for the agreed business purpose. No producer or brand affiliation, exclusive distribution right or right to use another party's logo is implied. Personal-data requests to DP Sales may be sent to business@dp-sales.be, without limiting statutory rights or complaints to a competent data-protection authority.

A / GENERAL TERMS

Responsibility and limits

11. Liability allocation

11.1 Basis of responsibility. DP Sales is responsible for loss legally caused by breach of its own contract or other actionable conduct. It undertakes the agreed sale and services, including performance through persons it engages. It gives no separate producer, investment or downstream-business guarantee. The Buyer must establish its claim under the applicable burden of proof; nothing reverses a mandatory evidential presumption. Upstream outsourcing does not itself exclude DP Sales' liability as Seller.

11.2 Separate service cap. For a genuinely service-only Order, DP Sales' aggregate damages liability is limited to 100% of the Service Fees paid or payable for that Order. For a continuing mandate with no separate Orders, the reference is the fees paid or payable for the twelve months preceding the first event giving rise to the claim. This cap applies subject to clauses 11.4 and 11.5 and may not deprive an essential undertaking of substance. A higher cap must be expressly agreed before commitment.

11.3 Goods and package cap. For an Order comprising Goods, including its associated brokerage, consolidation or delivery package, DP Sales' aggregate damages liability is limited to 100% of the total net Order price paid or payable to DP Sales, excluding VAT and duties, subject to clauses 11.4 and 11.5. Related claims under that Order share one cap. A goods margin may not be relabelled as a service fee to substitute the smaller service cap. Unrelated Orders retain their own caps.

11.4 Excluded commercial losses. Subject to clause 11.5, DP Sales excludes indirect or consequential loss and loss of anticipated resale profit, market appreciation, opportunity, reputation, goodwill and business interruption. The Buyer may not pass on a downstream penalty, special warranty or customer compensation scheme that DP Sales did not expressly accept. This does not exclude reasonable direct mitigation, substitute-procurement or inspection costs merely because they follow a breach. Recoverable loss must be proven, causally attributable and mitigated; double recovery is prohibited.

11.5 Mandatory and express exceptions. No term limits liability for fraud, intentional fault, wilful misconduct, gross negligence, death or injury to physical or psychological integrity attributable to the liable person or a person for whom it is legally responsible; mandatory defective-product liability; or other liability that cannot lawfully be limited. Mandatory title, conformity and hidden-defect protections remain effective, including any rules applicable to a specialised professional seller. Caps do not reduce payment debts, price restitution legally due, return of unearned advances or accounting for unauthorised use of money. No exclusion may deprive the contract of its essential substance.

11.6 Contractual claim route and auxiliaries. To the extent permitted by Belgian Civil Code article 6.3, the parties agree that claims between them arising from performance are pursued on the contractual basis, with the applicable contractual defences. The Buyer also waives a separate extra-contractual performance claim against DP Sales' directors, personnel and performance auxiliaries to that extent; they may invoke those defences as third-party beneficiaries. Clause 11.5 applies throughout. This does not bind an injured non-party or remove rights arising from a separate direct undertaking.

11.7 Buyer-caused third-party claims. The Buyer shall reimburse DP Sales for reasonable, proven third-party loss, claim-handling and necessary recall or recovery costs to the extent caused by the Buyer's breach, unlawful instructions, improper storage or handling, unauthorised product alteration or extra assurances to its customers. DP Sales shall notify the Buyer, allow a reasonable defence, mitigate and obtain consent before a settlement imposing liability on the Buyer. No indemnity covers DP Sales' own fault or a non-transferable penalty.

Claims and disrupted performance

12. Remedies / 13. Force majeure and hardship

12.1 Written claim procedure. The Buyer must inspect on delivery and notify apparent shortage, damage or non-conformity within three Business Days, and hidden issues within five Business Days after discovery. Notice to business@dp-sales.be must identify the Order, affected items, quantity, facts and available evidence; further evidence may follow promptly. Failure to notify or preserve evidence makes the Buyer responsible for avoidable loss and may defeat a claim to the extent it cannot be established or DP Sales proves material prejudice. Mandatory rights and valid sector deadlines prevail.

12.2 Investigation and cure first. The Buyer shall give DP Sales a reasonable opportunity to inspect and remedy an established breach before arranging chargeable substitute performance, except where urgent action is reasonably necessary. DP Sales may first offer timely replacement of affected Goods, appropriate repair or correction of services at its cost. If cure fails, is inappropriate or cannot meet the agreed essential purpose, the applicable reduction, termination, refund and damages remedies remain available. Unaffected, separable parts of an Order continue.

12.3 Returns and evidence. No commercial return, debit note, destruction or third-party remedial expense is authorised without DP Sales' written agreement, except to exercise a lawful remedy or take necessary safety or mitigation action. The Buyer shall preserve affected Goods, packaging, samples and records and permit a reasonable inspection. An agreed return authorisation is not an admission of liability. Return and expert costs ultimately follow responsibility, the agreed scope and applicable law.

12.4 Acceptance and claim limits. Signed delivery records, inspections, payment and continued commercial use are rebuttable evidence within their actual scope. They do not conclusively establish authenticity or absence of hidden defects. The Buyer cannot return conforming Goods merely because its onward customer refuses them or a resale fails. Claims remain subject to statutory limitation rules and any validly incorporated sector deadlines; discussions do not extend a deadline without a valid standstill.

13.1 Force majeure. A party is excused for an affected obligation only to the extent an event beyond its reasonable control prevents performance and qualifies as force majeure under applicable law. Examples may include war, port closure, export prohibition, severe natural events or exceptional transport disruption. An event already known at contracting, ordinary seasonal conditions or ordinary price movement does not automatically qualify. Supplier failure qualifies only where the underlying impediment and applicable legal conditions justify the excuse.

13.2 Notice and mitigation. The affected party shall notify the other promptly, normally within five Business Days after becoming aware, describing the impediment, affected obligations, expected duration and practical alternatives. It shall take reasonable mitigation steps and provide material updates. Late notice affects relief only to the extent of avoidable prejudice. Unaffected obligations continue. Lack of funds, loss of a resale buyer or a less profitable transaction is not force majeure.

13.3 Long-stop and settlement. If a qualifying impediment continues for 30 calendar days or defeats an expressly essential date or purpose, either party may terminate the affected unperformed part by written notice unless an agreed sector contract provides a different process. Delivered Goods, earned services and irrecoverable commitments allocated by the contract and law are accounted for, with credit for recoveries and avoided costs. Any unused advance or price restitution legally due is returned under clause 6.7. Unaffected debts remain payable.

13.4 Hardship. Applicable rights to seek renegotiation for an unforeseeable change of circumstances are preserved, including Belgian Civil Code article 5.74 where applicable. No party may unilaterally change a fixed price or cease performance merely because performance is more expensive. Agreed indexation applies only through its stated objective formula. Agricultural and food-chain restrictions on unfair practices also apply.

A / GENERAL TERMS

Termination and dispute resolution

14. Ending the relationship / 15. General provisions

14.1 Default and termination. DP Sales may terminate an affected Order for a sufficiently serious Buyer breach not remedied within five Business Days after written notice identifying it and the required remedy. For a remediable material breach by DP Sales, the Buyer shall allow ten Business Days or another reasonable period appropriate to the essential deadline and the nature of the cure. Either party may terminate immediately where the breach cannot be remedied or performance is unlawful. Mandatory rules and urgent remedies remain applicable.

14.2 No cancellation for convenience. An accepted Order cannot be cancelled, reduced, postponed or returned for convenience without DP Sales' written agreement. A cancellation settlement may include delivered or irrevocably committed Goods, completed services, reasonable non-recoverable third-party commitments and proven lost net margin legally recoverable from the cancellation. DP Sales shall mitigate and credit avoided costs and net resale recoveries. Deposits may be applied to that settlement but are not automatically forfeited; no amount is recovered twice.

14.3 Framework exit. An indefinite framework without a separately agreed term may be ended on 30 calendar days' written notice, subject to any longer reasonable or mandatory period. Accepted Orders, allocations and accrued payment obligations continue. Ending a framework does not authorise cancellation of committed Goods. Separate agency, distribution, exclusivity, franchise or partnership arrangements retain their own termination terms and mandatory protections.

14.4 Consequences and recovery. On lawful termination, DP Sales may stop affected work, revoke unexercised release authority and resell or otherwise realise Goods it is lawfully entitled to control after appropriate notice. It shall account for recoveries and reasonable costs against the amount due. Outstanding debts, confidentiality, accrued commission and damages claims survive. Suspension, acceleration, security enforcement, set-off and termination remain subject to mandatory insolvency, judicial-reorganisation and moratorium protections.

15.1 Notices. Send DP Sales notices to business@dp-sales.be and the address in this pack, unless updated by notice; use the Client's Order contacts. Notices take effect on actual or legally deemed receipt. If email receipt is uncertain, also send breach or termination notices by registered post or an acknowledged electronic method. Mandatory service rules prevail.

15.2 Records and amendments. Electronic signatures, signed counterparts and attributable email approvals may evidence agreement to the extent permitted by law. Records are rebuttable evidence. No waiver arises from one failure to enforce a right. A material amendment requires authorised agreement; operational employees may only give instructions within their authority. Assignment of an entire contract requires consent except lawful universal succession; receivables are governed by clause 6.5.

15.3 Severability and language. An invalid clause is inapplicable to the extent required by law; the remainder continues if legally capable of doing so. The parties may agree a lawful replacement, without automatic rewriting of an unfair clause to its maximum possible effect. The English text governs agreed translations unless mandatory language rules require otherwise. These Terms do not exclude actionable pre-contractual statements or fraud.

15.4 Law and forum. Belgian law governs the contract and, to the extent lawfully selectable, associated non-contractual obligations. For goods contracts to which DP Sales is a party, the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. Subject to mandatory jurisdiction and a separately valid arbitration or forum agreement, the competent courts of Leuven, Belgium, have exclusive jurisdiction. Either party may seek urgent protective relief in another competent court. No trade-association arbitration is incorporated merely by mentioning that association.

B / WINE SALES AND BROKERAGE SERVICES

Wine sales and the full package

16. DP Sales as Seller; third-party procurement

16.1 Seller and full brokerage package. DP Sales is the contractual Seller of wines invoiced by it. The commercial description brokerage package refers to the sourcing, negotiation, procurement, consolidation, documentation and delivery work included in its offer; it does not make the Buyer a direct purchaser from an upstream Supplier. Wine, Champagne and other wine Orders remain subject to the seller provisions in clauses 4, 11 and 21.

16.2 Third-party stock. DP Sales sources wines through trusted third-party Suppliers assessed and approved under clause 17. It does not represent that offered wines are stock owned or physically held by DP Sales before order acceptance. Procurement, storage, consolidation and fulfilment may all be outsourced. Supplier allocations and third-party release commitments must support any firm confirmation; indicative availability is not a guaranteed reservation.

16.3 One customer contract and invoice. The Buyer accepts the DP Sales Order and pays the DP Sales invoice or authorised escrow or assignee instructions. DP Sales contracts upstream in its own name and earns the agreed resale price and included margin. The Buyer need not sign an upstream goods contract or pay a separate brokerage invoice. Supplier purchase costs, discounts and margins remain confidential under clauses 5.2 and 10.

16.4 Scope of the package. The Order identifies included verification, consolidation, packaging, collection, transport, insurance, export and excise coordination and any delivery deadline. Activities not included require an agreed variation and price before expenditure. DP Sales may use different approved Suppliers or operators for different wines while preserving the accepted description, material provenance commitments and delivery undertaking.

16.5 Instructions and commitments. The Buyer shall provide its final wine list, commercial destination, tax status, presentation requirements and receiver details before confirmation. Once the Order is accepted and its reservation conditions met, the allocation is commercially binding and clause 14.2 applies. Requests to change a vintage, format, quantity, destination or delivery date are proposed variations only and do not suspend payment of the existing Order.

16.6 Product undertaking and its limits. DP Sales undertakes the agreed identity, quantity, condition and lawful transferable title of the wines and the obligations required of it by law. It does not give an additional producer warranty, guaranteed investment return or promise that every mature bottle will meet a subjective tasting preference. The precise condition provisions in clause 18 and liability provisions in clause 11 govern to the extent enforceable.

16.7 Claims and upstream recourse. The Buyer's contractual claim is submitted to DP Sales under clauses 12 and 19. DP Sales may investigate through, and pursue reimbursement from, the responsible Supplier, carrier or insurer. The Buyer shall reasonably assist with records and access. DP Sales may not make its own legally due remedy conditional on a Supplier admitting liability or reimbursing it. Upstream procurement terms do not automatically bind the Buyer.

Supplier verification and provenance

17. Approved sources, evidence and due diligence

17.1 Approved Suppliers. DP Sales uses only wine Suppliers it has assessed and approved through proportionate documented checks. Before a binding procurement commitment it shall check legal identity and business activity, signing authority, payment account, relevant trade or excise authorisations, credible references or trading history and reasonable evidence of ownership or authority to supply. Material unresolved concerns must be investigated and resolved before approval.

17.2 Allocation evidence. DP Sales shall obtain an identifiable stock or allocation confirmation, storage or collection location, wine description, quantity and available condition and provenance information. For rare, mature or unusually valuable wines it shall assess whether additional photographs, warehouse confirmation, chain-of-title evidence or independent specialist input is needed. Optional Buyer-requested work beyond the agreed scope requires a confirmed cost and timetable.

17.3 Meaning of verified. Approval records the checks actually performed using reasonably reliable information at the relevant time. It is not a governmental accreditation, producer appointment, guarantee of Supplier solvency or statement that every bottle has been opened, laboratory tested or producer-authenticated. DP Sales shall distinguish independently checked facts from Supplier statements and communicate material limits relevant to the accepted description. This does not reduce the mandatory standard applicable to DP Sales as Seller.

17.4 Provenance and commercial secrecy. Available lot, purchase, importer, warehouse and storage records shall be retained or made available to the extent agreed or legally required. Unrelated prices, margins and contacts may be redacted provided this does not prevent traceability or a substantiated claim. An uninterrupted ex-cellar chain, original release allocation, ideal lifetime storage history or producer authentication is promised only if expressly confirmed in the Order.

17.5 Review limitations. External visual inspection cannot establish every aspect of authenticity or internal condition. Catalogues, critic scores, stock images, technology-based checks and third-party reports are evidence only within their actual scope. DP Sales shall exercise care in selecting and interpreting that evidence and investigate material inconsistencies. A report is not a substitute for a binding specification or a defence to a known false description.

17.6 Additional inspection. A requested independent pre-purchase inspection or authentication requires agreement on provider, access, timing, scope, sampling authority and cost before commitment. Opening or invasive testing needs the appropriate owner's consent. If an inspection expressly made a condition of acceptance cannot be completed satisfactorily, the Buyer is not required to accept the conditional offer. Declining optional testing does not itself waive mandatory product rights.

17.7 Authenticity concerns. Counterfeiting, tampering, refilling, stolen Goods and materially false provenance are not accepted characteristics of old or rare wine. DP Sales shall notify the Buyer of material concerns it discovers, preserve records and perform its applicable claim and safety duties. The Buyer shall not resell or consume wine reasonably suspected to be unsafe or counterfeit pending appropriate investigation.

17.8 Upstream protection. DP Sales may require a Supplier undertaking such as Annex 2 to support title, authenticity, condition, allocation and recourse. That undertaking protects DP Sales under the upstream contract; it neither transfers the Buyer's contract to the Supplier nor releases DP Sales from its own obligations. Supplier confidentiality does not prevent mandatory identification of a producer, importer or other relevant operator.

Bottle specification and condition

18. Product detail, ageing and presentation

18.1 Identification. The goods confirmation must specify producer, wine or cuvee, appellation where relevant, vintage or non-vintage status, bottle volume, quantity in bottles, case size, price basis, and agreed packaging. Champagne disgorgement date, lot, dosage or edition must be stated where material to the selection. ABV, market label, tax status and country-specific requirements must be confirmed where needed for the actual movement.

18.2 Condition record. For mature and collectible wines, material bottle-specific condition must be described before commitment where known or reasonably observable: fill level or ullage, seepage, capsule or cork condition, label damage, staining, evidence of reconditioning and case condition. Photographs represented as the actual offered bottles must relate to those bottles. A generic catalogue image is illustrative and must not be presented as proof of condition.

18.3 Age-related characteristics. Natural sediment, tartrate crystals, age-appropriate colour change and normal bottle variation are not automatically defects. Disclosed label wear, ullage, capsule wear or other age-related features form part of the agreed description only when sufficiently identified and accepted. The age of a wine alone is not acceptance of undisclosed leakage, serious deterioration, heat damage, misdescription or a false provenance statement.

18.4 Internal condition and tasting. Wine evolves, and bottles of the same wine may differ. No additional contractual guarantee is given of a particular taste, drinking peak or freedom from TCA, oxidation or another internal condition that cannot reasonably be assessed without opening. A disappointment in taste alone is insufficient evidence of a defect. This clause does not exclude a proven actionable hidden defect, agreed conformity obligation, material misdescription or warning sign that DP Sales was required to disclose.

18.5 Packaging and consolidation. An original wooden case, original carton, gift box, sleeve or other accessory is included only when expressly listed. DP Sales may consolidate, repalletise and use suitable protective outer packaging as part of the agreed package, preserving traceability and transport suitability. Removing an expressly promised original case, altering market labels or materially changing presentation requires the Buyer's approval. Cosmetic wear already disclosed and accepted forms part of the specification.

18.6 Allocation and substitutions. A list or indicative offer is not a stock reservation. An allocation becomes binding only on DP Sales' confirmation and satisfaction of the stated payment or other reservation conditions. No materially different vintage, cuvee, format, disgorgement, market label or condition may be substituted without prior authority. If DP Sales cannot supply confirmed wines, it must offer an agreed alternative or provide the termination, refund or other remedy due under the contract and law.

18.7 Commercial expectations. Tasting notes, critic ratings and market observations are descriptive information, not a promise of personal satisfaction or future value. A fall in market price, unsold inventory or a change in a downstream buyer's preference does not create a cancellation right. This does not affect a claim for wines that fail the binding description or for an actionable representation.

18.8 Event and end-use requirements. The Buyer must disclose any essential event date, required presentation and reserve-bottle requirement before acceptance. Producer attendance, suitability for an undisclosed event and assured flawless performance of every mature bottle are not implied. Reserve stock, specialist serving arrangements and immediate replacement logistics are additional deliverables only if agreed. No automatic replacement is due solely because an opened bottle is disliked.

Wine handling and claims

19. Evidence and remedies / 20. Binding commitments

19.1 Transport and storage. The Order shall state standard or temperature-controlled movement, packaging, insurance and any agreed temperature parameters or loggers. DP Sales must accurately pass agreed handling requirements to operators within its scope. From risk transfer the Buyer must ensure secure, appropriate storage and prevent damaging heat, cold, light or handling exposure. A loss caused after risk transfer by Buyer handling is not a defect for which DP Sales is responsible.

19.2 Delivery inspection. The Buyer or its receiver shall check count, labels, seals, packaging and apparent external condition at receipt; note specific reservations on the transport document where possible; photograph discrepancies; and notify DP Sales within three Business Days. Carrier and insurer deadlines require separate protection. A clean receipt is rebuttable evidence of visible condition only. The Buyer may not leave apparent damage unrecorded and charge DP Sales for avoidable evidential loss.

19.3 Hidden and opened-bottle claims. A hidden issue must be notified within five Business Days of discovery with the Order and bottle identifiers, opening date, storage history, photographs and available professional assessment. Preserve the bottle, label, closure and remaining contents where safe, and do not unnecessarily open further disputed bottles. Opening to discover a defect does not itself waive a valid claim. Clause 12.1 governs consequences of delayed notice or missing evidence.

19.4 Inspection and authorised return. DP Sales may arrange a reasonable joint inspection, specialist assessment or laboratory analysis with an appropriate chain of custody. The Buyer shall give access and permit proportionate testing. The commissioning party initially bears expert costs unless otherwise agreed; final allocation follows the established responsibility and law. Returns require written instructions under clause 12.3, subject to mandatory safety and legal remedies.

19.5 Remedy for affected wines. For an established claim, DP Sales may first offer a suitable timely replacement at its cost. Where replacement is unavailable, inappropriate or legally insufficient, the applicable price reduction, return, refund or other remedy applies. The claim concerns affected bottles or a demonstrated affected lot; it does not automatically unwind conforming, separable wines in the same Order. Product remedies and any additional damages follow clauses 11 and 12.

19.6 No downstream guarantee. The Buyer is responsible for assurances it gives its own customers beyond the DP Sales Order and for its resale, service and storage decisions. An onward refund, restaurant complaint, critic opinion or third-party debit note does not by itself establish DP Sales' liability. Equally, DP Sales cannot refuse its own valid product remedy solely because its Supplier declines reimbursement or becomes insolvent.

20.1 Binding wine purchase. The accepted price includes the package stated in the Order. Market decline, inability to resell, a cancelled event, changed tastes or loss of financing gives no right to cancel or renegotiate. Confirmed wines and irreversible procurement commitments remain subject to payment and clause 14.2. An unaccepted requested change does not release the Buyer from its existing obligation.

20.2 Settlement. On an agreed or lawful cancellation, DP Sales may apply advances to the lawful settlement for committed Goods, completed services, irrecoverable costs and proven recoverable lost net margin, with mitigation and no double recovery. If the full price of Goods is retained, delivery, ownership or net realisation proceeds must be accounted for. Where DP Sales owes a refund for its non-performance, payment is not deferred pending upstream recovery.

Goods, title and product remedies

21. Provisions for all goods sold by DP Sales

21.1 General seller provisions. This clause applies to all Goods sold by DP Sales, including wines, Champagne, spirits, other beverages, FMCG, food, commodities and accepted industrial products. DP Sales supplies the contractual description and lawful transferable title and performs the warranties and remedies imposed by applicable law. A sale remains a DP Sales sale where a Supplier invoices DP Sales or ships directly to the Buyer.

21.2 Specification and shelf life. The Order identifies product, brand, model or expression, origin where agreed, quantity, unit, pack, batch or vintage as relevant, and any minimum remaining shelf life. Date-marked or short-dated stock must be accurately disclosed. A particular shelf-life margin beyond legal requirements is binding only if agreed. The Buyer is responsible for selecting a specification suitable for its disclosed destination and intended professional use, subject to DP Sales' own description and advisory undertakings.

21.3 Risk and delivery acceptance. Delivery and risk follow clause 7 and the accepted Incoterm. Delivery to the agreed professional receiver or carrier constitutes delivery only to the extent that rule provides. Separate consignments may be invoiced according to agreed milestones. Refusal or failure to receive conforming Goods does not suspend the price debt; DP Sales may recover reasonable resulting storage and re-delivery costs. No unilateral destination or receiver change is effective without acceptance.

21.4 Retention of title. Where validly incorporated before delivery and enforceable where the Goods are situated, DP Sales retains title to identifiable Goods until their price is paid in full. Risk may pass earlier. Until title passes, the Buyer must identify, safeguard and insure the Goods and must not pledge, encumber or dispose of them without DP Sales' written resale authority. Any authority to resell unpaid Goods, proceeds security or required local registration must be expressly documented.

21.5 Protection and recovery. The Buyer must promptly notify DP Sales of any seizure, attachment or third-party claim affecting reserved Goods and reasonably assist lawful protection or recovery. DP Sales may request inspection and, when entitled, return of those Goods through lawful access or judicial process. Net recovery or resale proceeds are credited against the debt after reasonable evidenced costs. Insolvency protections and third-party rights prevail; no forcible entry or double recovery is authorised.

21.6 Claims and remedy. Clauses 12 and 19 require prompt inspection, substantiated notice and preserved evidence. DP Sales' opportunity to cure applies before chargeable substitute procurement where reasonable. A defect in a severable part does not itself justify withholding the entire invoice or rejecting conforming Goods. A legally due product remedy is owed by DP Sales without a requirement that the Buyer first sue a Supplier, manufacturer, carrier or insurer.

21.7 Limits of warranty. DP Sales gives no additional manufacturer guarantee, investment promise or assurance of resale profit. The Buyer is responsible for improper handling after risk transfer, unauthorised alteration, misuse and extra undertakings to its customers, to the extent those acts cause the claim. Mandatory conformity, hidden-defect, safety and title obligations remain effective. Clause 11.3 governs contractual damages subject to its exceptions.

21.8 Brand and destination. Brand names identify products and do not imply official or exclusive distribution. Destination, lawful parallel trade, intellectual-property exhaustion, labels and authorisations must be addressed for the route. The Buyer must not remove required safety or traceability markings or represent itself as an authorised producer agent without authority. Any suggested resale price is non-binding. These Terms impose no unlawful resale-price maintenance or market partition.

D / AGRO COMMODITIES

Commodity supply and coordination

22. Grain, sugar, rice, oils and feed ingredients

22.1 Commodity sale. DP Sales is the Seller for accepted commodity Orders invoiced by it, with sourcing, consolidation and logistics as specified. A service-only engagement must be separately identified under clause 25. No inquiry alone commits a crop, quantity, origin, vessel or monthly programme. Wheat, maize, rice, sugar, oilseeds, soybean meal, edible oils and other commodities require an accepted specification, shipment schedule and payment security.

22.2 Specification. The signed product schedule states human-food or feed use, origin, crop or production year where relevant, grade, objective quality parameters and tolerances, contamination limits, GMO status where material, packing and quantity basis. Applicable food/feed safety limits prevail over a less stringent contractual specification. Indicative technical sheets, historical quotations and samples are not the final specification unless expressly adopted.

22.3 Measurement and inspection. The contract identifies the independent inspector, loading or discharge inspection point, sampling method, laboratory, retained sealed samples, chain of custody and quantity-determination method. Any finality of a weight or quality certificate must be expressly agreed, limited to its specified scope and subject to fraud, manifest error, untested matters and mandatory law. If no finality is agreed, a report is rebuttable evidence.

22.4 Quantity and shipping. State the permitted quantity tolerance, who exercises any option, price adjustment for actual quantity, bulk or container format, port, laycan, discharge rate and agreed delivery rule. No standard tonnage tolerance, laytime, demurrage, deadfreight or charterparty term is implied. Any such liability requires an agreed basis and evidence and must follow responsibility for the relevant event.

22.5 Documents. The contract identifies required invoice, packing/weight statement, transport document, origin, phytosanitary, fumigation, quality, health, non-GMO, conformity and insurance evidence as applicable to the product and route. BESC or other destination tracking documents are included only where required. The actual importer and its authorised local advisers confirm destination permits and clearance requirements before commitment. No universal document set is warranted for all CEMAC countries.

22.6 Local operators and release. Any import, collection, warehouse or distribution partner acts only within its agreed authority. The Buyer, importer, operator and release recipient must be identified before shipment. A local appointment does not constitute a bank guarantee or authorise release before the payment or security milestone. DP Sales remains responsible for the obligations it undertakes; the Buyer bears consequences attributable to operators it independently appoints and instructs.

22.7 Claims. Prompt notice, survey and preservation of sealed samples are required for a suspected discrepancy. Relevant commodity-contract claim and arbitration deadlines must be followed if validly incorporated. Parties shall not commingle disputed product unnecessarily; urgent safety measures take priority. Neither discharge nor use forced by reasonable loss mitigation automatically proves acceptance of an undiscovered defect.

22.8 Trade forms and fairness. GAFTA, FOSFA or other standard forms, arbitration rules and English-law provisions apply only if the exact form and version are expressly incorporated and supplied before agreement. Such incorporation and its priority must be clear in the Order. Applicable agricultural/food-chain rules, including mandatory payment periods and restrictions on unilateral changes, cancellation, deductions, complaint costs and unsold-stock returns, prevail. No financing arrangement or goods acceptance mechanism may be used to evade them.

Technical and regulated transactions

23. Fuels, energy products and other accepted goods

23.1 Accepted supply only. DP Sales is the Seller for fuel and industrial Orders it expressly accepts and invoices, with the supporting services stated in a separate technical and commercial schedule. A separate pure introduction requires clause 25. An enquiry, LOI, indicative price or proof-of-product presentation does not alone establish confirmed supply, allocation, credit, consignment, refinery appointment or title to stock.

23.2 Exact specification. Fuel Orders identify the precise grade and applicable standard edition, maximum sulphur, test methods, density and quantity reference conditions, required quality limits, intended use and destination authorisation. A shorthand such as EN590 or a local grade nickname alone is not a complete specification. Required CoA, technical data sheet and safety data sheet must relate to the agreed product and batch or shipment where applicable.

23.3 Terminal and custody. Before funding or nomination, the parties agree the origin, lawful title chain, terminal or storage operator, loading and discharge points, berth or vessel compatibility, custody-transfer point, independent quantity and quality survey, sampling and retained samples. No document is described as independently verified unless the relevant check was actually performed. A tank receipt or proof-of-product document is not automatically proof of transferable unencumbered title.

23.4 Hazardous handling. Each party shall obtain the licences and comply with chemical, dangerous-goods, maritime, road transport, environmental, storage and safety obligations applicable to its actual role. REACH, CLP, ADR, IMDG or other regimes are applied where relevant to the route and product; the parties do not assume every regime applies to every shipment. A contractual allocation cannot remove liability imposed by law on an operator.

23.5 Consignment. No consignment or sale-or-return arrangement exists without a signed agreement identifying the owner, consignee, importer, controlled stock location, insurance, permitted releases, stock reporting, audit access, price mechanism, settlement cycle, taxes, security and recovery rights. Local enforceability and insolvency effects must be addressed before stock is delivered. A future resale receipt alone is not cleared payment or bank security.

23.6 Delivery and evidence. The Order shall state whether quantity and quality are determined at loading or discharge, the reference temperature or conversion basis where relevant, and any permitted tolerances. Price and shortage adjustments, contamination claims and any certificate finality must be expressly defined. No universal trade loss, handling loss, evaporation allowance or demurrage amount is imposed by these Terms.

23.7 Industrial and other goods. Tyres, equipment, building materials or other industrial products are covered only when DP Sales expressly accepts the transaction. The schedule must specify manufacturer, model, dimensions, performance rating, new/used status, manufacture date or age criteria, technical standard, required certification, intended use, installation responsibility and any manufacturer warranty. DP Sales does not become a party to business contracted solely by another company.

23.8 Responsibility and remedies. Claims are submitted to DP Sales for Goods it sells and follow the agreed measurement, sampling and evidence procedure. Outsourcing production, terminal operations or carriage does not remove DP Sales' own contractual or regulated duties. Liability follows clauses 11 and 21 with their mandatory exceptions. No commercial disclaimer permits unsafe, adulterated, misdescribed or unlawful supply.

F / PROFESSIONAL EVENTS

Curation, hosting and delivery

24. Business-commissioned tastings and events

24.1 Professional commissioner. DP Sales contracts for events with a verified professional commissioner identified in the Order. Attendance by that commissioner's guests does not create a retail sale of wine by DP Sales to those guests. These Terms do not establish a direct consumer ticketing service and cannot remove statutory rights or safety duties owed to attendees.

24.2 Event package and invoicing. The accepted event Order identifies date, venue, programme, capacity, hosts, deliverables, wine list, included production tasks, total budget and payment milestones. DP Sales is the Seller of wines it supplies and invoices and the provider of its agreed curation, coordination and hosting services. The package may be invoiced together; separate line items do not make an upstream wine Supplier the commissioner's seller.

24.3 Production responsibilities. Unless included in DP Sales' agreed scope, the commissioner arranges and pays for the venue, catering, staff, glassware, equipment, permits, security, guest administration and suitable event insurance. Each party remains responsible for the safety of its own work, employees and contractors. Responsible alcohol service, age restrictions, food-allergen communication and guest welfare must be assigned to competent operators and complied with in practice.

24.4 Programme and replacements. No material change to an agreed wine lineup, presenter, date, venue or capacity is made without approval, except a substitution precisely authorised in advance or urgent action required for safety. The parties shall agree reserve bottles and a replacement budget if performance of mature wines is critical. No attendance, endorsement or sponsorship by a producer is implied by use of its name to describe a tasting.

24.5 Reservation and cancellation. The Order's agreed payment milestones apply; otherwise clause 5.3 requires advance payment. The commissioner cannot cancel or postpone for convenience without DP Sales' written agreement. Clause 14.2 governs committed wines, completed work, reasonable irreversible venue or other commitments and proven recoverable lost net margin, with mitigation and credit for recoveries. A lower attendance, cancelled onward event or unused wine creates no sale-or-return right.

24.6 Failure by DP Sales. If DP Sales materially fails to perform and a reasonable cure or substitute cannot meet the agreed purpose, the commissioner may terminate the affected unperformed part and obtain the refund and other remedy due under the contract and law. Costs caused by DP Sales' own breach cannot be passed to the commissioner merely because a third-party supplier charged them.

24.7 Postponement and force majeure. Clause 13 applies, with priority to any essential event date and a prompt attempt to agree a practical rescheduling plan. A change of date requires agreement; the commissioner is not obliged to accept an event that no longer serves its essential agreed purpose. Each party accounts for amounts actually recoverable from its suppliers and venues.

24.8 Wine service and publicity. Receipt, storage, opening, consumption and remaining bottles shall be recorded as appropriate. Unused wines remain with their legal owner; there is no automatic sale-or-return right. Photography, guest information and promotional use of names and marks require appropriate authority and legal compliance. Event damages are subject to the applicable cap in clause 11, with all personal-injury and other mandatory exceptions preserved.

G / INTRODUCTIONS AND MANDATES

Commercial relationships and fees

25. Brokerage, introductions and representation

25.1 Separate service appointment. A pure introduction, sourcing search or representation mandate must identify the appointing party, opportunity, permitted activity, territory if relevant, duration, authority and remuneration. Such a mandate is distinct from a DP Sales goods Order and does not change its Seller status. No exclusivity, general agency power, partnership, joint venture, finance commitment or continuing commission is implied. Representation of DP Sales requires written authority.

25.2 Agreed remuneration. A separate fee or commission requires an agreed payer, recipient, amount or rate, calculation base, currency, earning trigger, due date and cancellation treatment. Unless expressly agreed otherwise in that mandate, an introduction commission is earned proportionately as the resulting transaction is performed and its payer receives the corresponding proceeds, subject to mandatory agency rules. DP Sales' resale margin under a goods Order is its price remuneration and does not require a separate commission agreement.

25.3 Evidence and transparency. The relevant party shall provide proportionate transaction and payment evidence needed to calculate an agreed fee, with redaction of unrelated confidential information. An independent accountant may review relevant records under confidentiality where reasonably needed to resolve a substantiated discrepancy; scope and cost must be proportionate. No unrestricted audit of unrelated business or personal information is granted.

25.4 Protection against circumvention. For twelve months after DP Sales first identifies in writing a previously unknown source or counterparty for a specific commercial opportunity, the Buyer shall not knowingly use DP Sales' confidential introduction to route substantially the same opportunity directly or through another person for the purpose of avoiding DP Sales' agreed fee or its participation as Seller. Protection requires that the introduction materially contributed to the identified opportunity and does not extend to unrelated products, opportunities or all future business.

25.5 Permitted dealings. The Buyer may establish a pre-existing active relationship or an independently developed opportunity by reasonable contemporaneous evidence. Authorised operational communication, inspection, traceability, genuine claims and exercise of legal rights are permitted. This clause does not prohibit lawful competition or independently sourced purchases. It does not require Supplier disclosure beyond clause 10 or allow the Buyer to alter a DP Sales procurement commitment without authority.

25.6 Circumvention remedy. For proven circumvention, DP Sales may recover the agreed fee it lost, or, for an identified sales opportunity, proven net trading margin directly lost through the breach, together with any additional direct recoverable loss without duplication. The amount must reflect the actual opportunity, causation, mitigation and avoided costs. No hypothetical commission rate or punitive multiple is imposed. DP Sales may seek lawful protective relief against misuse of confidential information.

25.7 Conflicts and partner payments. A representative shall disclose material competing appointments and remuneration affecting its duties. Secret commissions, facilitation payments and payments to an unverified or unauthorised recipient are prohibited. No officer, employee or adviser of a counterparty may be paid personally for influencing the transaction without lawful, informed and properly documented approval.

25.8 Mandatory agency and distribution law. Where the facts establish a regulated commercial agency, exclusive distribution, franchise or similar relationship, its mandatory commission, information, notice, termination-indemnity, pre-contractual disclosure and competition rules prevail. A label such as independent introducer does not remove those rights or duties. Continuing appointments and territorial rights require an appropriate separate agreement.

ANNEX 1 / PAGE 1 OF 2

Sales order and package confirmation

Complete both pages; attach the exact goods and service schedules

Seller: DP Sales BV, enterprise number 0466.596.922, VAT BE0466596922; Leuvenselaan 172/22, 3300 Tienen, Belgium; business@dp-sales.be. DP Sales contracts and invoices in its own name; upstream Suppliers are not parties to this sales Order.

ORDER REFERENCE AND DATE / QUOTATION OR FRAMEWORK REFERENCE

PROFESSIONAL BUYER: LEGAL NAME, REGISTRATION, VAT AND BUSINESS ADDRESS

BUYER SIGNATORY, EMAIL, COMMERCIAL PURPOSE AND REQUIRED LICENCES

GOODS SCHEDULE: EXACT ATTACHMENT TITLE, REFERENCE AND ACCEPTED SPECIFICATION

WINES: PRODUCER, CUVEE, VINTAGE, FORMAT, QUANTITY, PRICE UNIT AND PACKAGING

CONDITION, PROVENANCE COMMITMENTS, ACTUAL PHOTOS AND INSPECTION REQUIREMENTS

OTHER GOODS: GRADE, ORIGIN, QUANTITY BASIS, TOLERANCES AND TECHNICAL SCHEDULE

INCLUDED PACKAGE / select and detail the agreed scope

- ☐ Sourcing, negotiation and procurement
- ☐ Consolidation, packing and warehouse coordination
- ☐ Transport and delivery arrangements
- ☐ Export, import or excise documentation support

SCOPE DETAILS, EXPRESS EXCLUSIONS AND ATTACHED SERVICE SCHEDULE

The total agreed package, delivery rule and expressly accepted specification govern. Blank fields do not create extra services, credit, a stock reservation, a product substitution right or an essential deadline.

ANNEX 1 / PAGE 2 OF 2

Price, delivery and acceptance

Use the same Order reference on both pages and all attachments

TOTAL PRICE, CURRENCY, UNIT BASIS, TAXES, INCLUDED CHARGES AND ORDER REFERENCE

DEPOSIT / BALANCE DUE DATES / CREDIT OR SECURITY EXPRESSLY APPROVED

PAYEE: DP SALES OR IDENTIFIED ASSIGNEE / ESCROW AGREEMENT AND BENEFICIARY

INCOTERMS 2020 RULE + EXACT NAMED PLACE; SHIPMENT WINDOW; ESSENTIAL DATE IF ANY

PROFESSIONAL RECEIVER / IMPORTER / EXCISE RECEIVER / LICENCES AND RELEASE CONTACT

INSURANCE, TEMPERATURE CONTROL, LOGGERS AND SPECIAL HANDLING IF INCLUDED

AGREED VARIATIONS, SUBSTITUTION LIMITS, LIABILITY CAP CHANGE AND ATTACHMENTS

Commercial acknowledgement. Unless expressly varied above, the Buyer accepts advance payment under clause 5.3, binding and non-cancellable commitments under clause 14.2, risk under the agreed delivery rule, retention of title under clause 21.4, the inspection and claims procedure in clause 12 and the liability provisions and exceptions in clause 11. DP Sales' trading margin is included in its agreed price.

Acceptance. The signatories confirm authority and a wholly professional business purchase. They accept the attached DP Sales B2B Terms and Conditions, edition 2.0, and the specifically listed schedules supplied before conclusion. Any departure is effective only if expressly agreed. Mandatory rights remain applicable; an upstream Supplier is not made a party by this form.

DP SALES BV / SELLER	**PROFESSIONAL BUYER**
Name and capacity:	Name and capacity:
Signature	Signature
Date	Date

Upstream wine Supplier undertaking

Separate procurement agreement between the Supplier and DP Sales

Purchaser: DP Sales BV, enterprise number 0466.596.922, VAT BE0466596922; Leuvenselaan 172/22, 3300 Tienen, Belgium; business@dp-sales.be. This annex is for acceptance by the upstream Supplier. The DP Sales customer is not a party and need not sign it.

SUPPLIER: LEGAL NAME, REGISTRATION, VAT, ADDRESS AND AUTHORISED SIGNATORY

PROCUREMENT ORDER REFERENCE / DATE / VERIFIED PAYMENT AND CLAIMS CONTACTS

EXACT WINE LIST, PRICES, CONDITION REPORT, PHOTOS AND PROVENANCE ATTACHMENTS

PAYMENT MILESTONES, DELIVERY RULE/PLACE, DEADLINE AND REQUIRED DOCUMENTS

S1 Contract and allocation. The Supplier sells the identified wines to DP Sales as principal under the accepted procurement Order and this undertaking. It confirms a firm allocation, the stated location, ownership or unrestricted authority to sell, and its ability to transfer good title free from undisclosed liens, competing allocations or third-party rights. Once confirmed, it shall not redirect the allocation or substitute wines without DP Sales' written agreement.

S2 Authenticity and conformity. The Supplier warrants genuine wines corresponding to the accepted producer, cuvee, vintage, format, quantity, condition and packaging. It shall disclose known or reasonably discoverable material storage, provenance, tampering, reconditioning, title and quality issues before acceptance. The Supplier shall provide accurate records and not conceal or misdescribe a material issue. These warranties supplement applicable statutory obligations.

S3 Custody and fulfilment. The Supplier shall securely segregate or identify the allocation, preserve appropriate storage and perform the packing, documentation and delivery obligations in the procurement Order. It shall provide reliable stock, lot, release, storage and movement evidence within its control. Direct shipment to a receiver nominated by DP Sales fulfils the Supplier's contract with DP Sales; it does not make that receiver the Supplier's buyer.

S4 Failure and remedies. The Supplier shall notify DP Sales immediately of a threatened shortage, defect or missed deadline and cooperate in mitigation. For an established breach, it shall provide the timely replacement, price reduction, refund or other remedy due under the contract and law. A refund legally due must be paid within 14 calendar days, unless a shorter period applies, independently of DP Sales' payment or recovery from its customer.

Supplier recourse and acceptance

Complete the procurement schedule and sign both pages as one agreement

S5 Claims and evidence. DP Sales shall notify an apparent discrepancy promptly after inspection and a hidden issue promptly after discovery, supplying reasonably available evidence. The Supplier shall acknowledge notice within two Business Days and provide a substantive response or investigation timetable within five. Delivery to a warehouse, resale, customer receipt or opening a bottle to discover a defect does not alone waive a valid hidden-defect or authenticity claim. Statutory limitation rules apply unless an expressly negotiated lawful alternative is accepted.

S6 Investigation and safety. The Supplier shall provide reasonable access, preserve relevant records, cooperate in authenticity assessment and supply the product and operator information required for traceability, claims or lawful authority requests. It shall promptly perform its withdrawal, recall and notification duties. Neither confidentiality nor a payment dispute may obstruct necessary safety measures.

S7 Recourse and indemnity. To the extent attributable to the Supplier's breach or other legal responsibility, it shall reimburse DP Sales for reasonable proven loss, customer remedies, necessary inspection, recovery and recall expenditure, and third-party claim costs. DP Sales shall notify it, permit a reasonable defence and mitigate. A settlement imposing liability on the Supplier requires its consent, not unreasonably withheld. Loss caused by DP Sales' own fault and non-transferable fines are excluded; no double recovery is permitted.

S8 Customer and price confidentiality. The Supplier shall protect non-public DP Sales customer, pricing and transaction information and use it only to fulfil the procurement Order. It shall not use access provided by DP Sales deliberately to divert the same identified customer opportunity for twelve months after that access. A documented prior active relationship or independently developed opportunity is excluded. Lawful safety, operational and claims communications remain permitted. Proven lost net margin or other direct loss is recoverable subject to causation, mitigation and no duplication.

S9 Independent upstream contract. These undertakings bind only accepting parties. Specifically negotiated procurement terms prevail for an expressly identified inconsistency; later unilateral Supplier standard terms do not amend them. DP Sales' customer-facing liability caps do not limit the Supplier's obligations to DP Sales. Belgian law governs and the CISG is excluded; the competent courts of Leuven have exclusive jurisdiction, subject to mandatory law, an expressly accepted alternative and urgent protective relief elsewhere. Mandatory agricultural and food-chain payment and unfair-practice rules remain controlling.

ORDER REFERENCE / ACCEPTED ATTACHMENTS / EXPRESSLY NEGOTIATED DEPARTURES

Acceptance. The Supplier and DP Sales accept both pages of this undertaking and the listed procurement schedule. Their signatories confirm authority. This undertaking gives DP Sales contractual recourse and does not release it from obligations owed to its own professional customer.

UPSTREAM SUPPLIER	DP SALES BV / PURCHASER
Name and capacity:	Name and capacity:
Signature	Signature
Date	Date