



**OGW technology is driven  
by  
Customer satisfaction and  
R&D since 1999**

**Commercial sheet**  
**Cups, lids and caps**

**OGW - 1/4VIN**  
820 CHEMIN DE LA TOUR  
83 210 SOLLIES-PONT  
FRANCE  
TÉL. : +33.494.13.00.15  
[WWW.ONEGLASSWINE.COM](http://WWW.ONEGLASSWINE.COM)

**OGW - 1/4VIN**  
TEL. : +33.494.13.00.15  
[WWW.ONEGLASSWINE.COM](http://WWW.ONEGLASSWINE.COM)

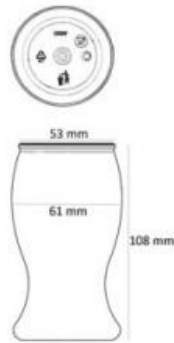
# OGW-Cups, lids and caps



Specially designed for RTD wine packaging.  
Keeps the organoleptic quality of the wine up to 14 months  
100% recyclable and unbreakable

**6 technical patents and several design patents  
protect this innovative OGW technology**

## DROPI9



### Technical data:

Color: transparent  
Material: PET

Nominal volume: 187 ml  
Brim volume: 213 ml

Dimensions: H 108 mm x D 61 mm

Weight : 36 g

Compliance with Food contact  
legislation CE and FDA

Related products:  
ALPET D56TP lid, CAPS D53TL



# WRAP19



## Technical data:

Color: transparent  
Material: PET

Nominal volume: 187 ml  
Brim volume: 213 ml

Dimensions: H 108 mm x D 61 mm  
Weight : 36 g

Compliance with Food contact  
legislation CE and FDA

Related products:  
ALPET D56TP lid, CAPS D53TL



## SIMS19



### Technical data

Color: transparent  
Material: PET

Nominal volume: 187 ml  
Brim volume: 213 ml  
Dimensions: H 84 mm x D 69 mm  
Weight : 36 g

Compliance with Food contact  
legislation CE and FDA

Related products:

ALPET D56TP lid, CAPS D53TL, STEM25-84



## STEM25-66

Specially designed for SIMS19 glass



### Technical data

Color: transparent  
Material: PET

Dimensions: H 66 mm x D 60 mm  
Weight : 14 g

Compliance with Food contact  
legislation CE and FDA

Related products: Cup SIMS19



## ALPET D56DEP

### Reinforced lid



#### Technical data:

Color: silver  
Material: Aluminum + PET

Dimensions: D 56 mm  
Weight : 0,3 g

Compliance with Food contact legislation  
CE and FDA

Related products:  
Cups DROPI9,WRAP19, SIMS19

## CAPS D53TL

### Protective cap



#### Technical data:

Color: translucent  
Material: PEDB

Dimensions: H 7 mm x D53,5 mm  
Weight : 2,7 g

Compliance with Food contact legislation  
CE and FDA

Related products:  
Cups DROPI9,WRAP19, SIMS19

## Transport and storage specifications

### Pallets conform to ISPM 15 international standards

page	reference	Units per layer	Layers per pallet	Units per pallet	W X D X H cm	weight	Units per containers
3	<b>DROP19</b>	361	10	3 610	100 x 120 x 122	150	151 620
4	<b>WRAP19</b>	361	10	3 610	100 x 120 x 122	150	151 620
5	<b>SIMS19</b>	272	13	3536	100 x 120 x 122	150	148 512

page	reference	Units per box	W x D x H cm	Weight kg	Boxes per layer	Layers per pallet	Units per pallet	W x D x H cm	Weight kg
5	<b>STEM25-66</b>	600	60 x 40 x 30	8,5	5	4	12 000	100 x 120 x 130	188
6	<b>ALPET D56TP*</b>	21 700	24 x 36 x 22	8.2	10	4	868 000	80 x 120 x 105	342
6	<b>CAPS D53TL</b>	4 000	60 x 40 x 42	11,5	5	5	100 000	100 x 120 x 225	300

- 700 units per pack. 31 packs per box

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All intellectual property rights, including copyright, are reserved by OGW-1/4 VIN.

## 1/4 VIN – OGW GENERAL TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale shall apply to any sale of goods (cups, bottles, lids, caps...) and filling services, or spare parts (parts subject to wear and tears, replacements, equipments...) used with our machines. The Customer shall be deemed to have full knowledge of terms and conditions herein, and accept without any reservation, notwithstanding any clause of his own Terms and Conditions or any other document, including any prior verbal or written agreement between both Parties. Any dispensation on the General Terms and Conditions of Sale is subject to prior written agreement, mentioned in Particular Conditions of Contract, or on the Order Form accepted by 1/4 VIN - OGW. By placing an order with us, the Customer also acknowledges having received from 1/4VIN-OGW all necessary information, details and advice regarding the Goods.

### I. QUOTATIONS AND ORDERS

1/4 VIN – OGW offers and quotations are only valid for a 3-month period unless stated otherwise. An order shall not be validated unless all below information are provided in writing: name of the business, phone number, fax number, email address, delivery address, invoice address, contact name, product name, description, quantities, quote reference number if available, required delivery date, EU VAT registration number, any specific delivery instructions. Orders must be sent by email to: [contact@oneglasswine.com](mailto:contact@oneglasswine.com). An agreement shall be deemed to have been concluded as soon as 1/4 VIN – OGW has confirmed receipt of the order by email, fax or registered letter. The Customer cannot thereafter cancel his order without prior consent from 1/4VIN-OGW. 1/4VIN-OGW reserves the right to reject any new order from a Customer whose previous orders have not been paid in full, or any orders under €50. Any order placed by the Customer implies full acceptance of 1/4VIN-OGW conditions as well as the hereby general Terms and Conditions of Sale.

### II. CUSTOM ORDERS

Purchasing spare parts, containers, foil lids or filling and packaging services implies that the Customer agrees with the caps and lids, the container shape, size and material as per Commercial description and drawings. 1/4 VIN – OGW declines any responsibility regarding the compatibility between caps, containers, content or processes. The Customer has the sole responsibility to check beforehand the compatibility between 1/4 VIN – OGW products and the use they intend to make of them. Research, drawings, documents and prototypes are owned by 1/4 VIN – OGW therefore they cannot be passed on to a third party nor being used without prior formal written agreement from 1/4 VIN – OGW which remains the sole owner of the intellectual property rights. If the Customer wishes to order custom containers and lids, 1/4 VIN – OGW cannot be legally held responsible in the event of claims or oppositions from a third party, particularly by evoking the intellectual property rights deriving from the completion of the order.

Where necessary, any expenses of any nature endured by 1/4VIN-OGW as a result of such legal action, including any compensation due by 1/4VIN-OGW to the claimant, will be owed by the Customer to 1/4VIN-OGW as a result of this guarantee.

### III. DELIVERY TIMES

Any delivery dates are approximate only and do not constitute in any way a formal commitment from 1/4 VIN – OGW which shall not be liable or accountable for any delays caused. Delays do not give the right to the Customer to cancel any order or to refuse any goods.

### IV. DELIVERY TERMS

In any case, the customer will assume the risk of shipping our goods, even if shipped via FCA. Only the customer can register a complaint against the carrier in the event of loss or damage, as per compliance with the General Transport Policy, the customer must check the content of the consignment as well as the damages that may have occurred in presence of the carrier, note on the delivery slip the exact nature of the damages and inform the carrier within three days following the reception by registered letter with acknowledgment of receipt. Failure to express any reservation regarding the state of the consignment as per hereby article, the signature on the delivery slip will prevail and validate the customer's agreement on the good condition of the shipment and goods in accordance with the order placed. The delivery will not be carried out if the buyer has any outstanding obligations towards 1/4 VIN – OGW. In the event of a force majeure, wars, disease outbreaks, fires, strikes, unemployment or any impediments out of our control, we have the right to cancel the shipment.

### V. PRICE

Our prices are quoted in Euros, do not include VAT and are based on a 1000 unit basis or per unit, depending on the item. The price of goods, services, transport and packaging costs mentioned on the order form are those listed on our price list valid at the time the order was accepted by 1/4VIN-OGW. A transport and packaging fee is automatically applied to each consignment based on its weight, according to the price list applicable on the day the order was accepted, unless otherwise mentioned on the offer. Any express delivery is paid by the recipient, regardless of the amount of the order. If an order cannot be delivered in one consignment, as a result of several separate orders made by the Customer, transport costs will be applied to each dispatch based on its weight.

### VI. PAYMENT

Invoices must be paid out to 1/4 VIN – OGW. We have the right to request upfront payment, if it is the first transaction between the Customer and 1/4 VIN – OGW or in the event of outstanding or late payments, no discount shall be granted in case of advance payment. In compliance with European Directive 2000/35/CE and subsequent French regulations, among which Law LME NO 2008-776 dated the 4<sup>th</sup> of August 2008, as of 1<sup>st</sup> of January 2009, payment are due 30 days from invoice date, unless otherwise notified during the ordering process. Article L442-6 of the Commerce and Trade Code states that any delays over the legal limit is illegal and penalties shall be applied, as well as requesting to postpone the invoice date to the supplier. In case of late payment, penalties will apply from the date following the payment due date written on the invoice. These penalties are due by Law and are calculated on the basis of the legal rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation incremented by 0,10%. In addition to late payment penalties, any late payment will be subject to an additional fee of 40 Euros (in compliance with Decree NO 2012-1115, dated 2<sup>nd</sup> of October 2012) in order to cover the cost of collection in favour of the Seller. In the case of one instance of non-payment, the total amounts invoiced will become immediately payable as well as the monthly interest according to the legal rate. No complaint or claim made against 1/4VIN-OGW, even if founded, will entitle the Customer to delay the payment of an invoice.

As compensation, at a fixed rate, to cover the costs of legal action for debt collection and all other potential causes for financial prejudice, any debt settled by way of litigation/dispute management will be, in addition to late payment penalties, increased by a fixed fee of 20% of the total debt to be collected as well as any other legal costs in addition to any compensation resulting from the delayed payment.

### VII. PROPERTY RIGHTS

By express agreement, we keep ownership of the goods until full payment (including costs of the goods, delivery costs and any other costs) has been made, even in the case of payment arrangements in compliance with Law No 80-335 dated 12<sup>th</sup> May 1980. Cheques and bills of exchange are only considered paid once they have been fully cashed in. Until that date, the clause regarding Property Rights is still valid. The Customer assumes the risks associated with the sale of the goods, during the entire period during which the goods are still 1/4VIN-OGW property. If payment hasn't been made in due date, the sale will automatically be annulled after a period of 15 days following the receipt of a recorded signed for letter which has been left unanswered. Where required, 1/4VIN-OGW can ask for the products to be returned to them while keeping any advance payment or deposit, in addition to any compensation they may claim.

They will need to insure, at their own cost, the goods belonging to 1/4VIN-OGW against any damage that may occur, and to supply written proof for it, if requested by the Seller.

1/4VIN - OGW could resort to the rights they have through the present clause regarding Property Rights for any of the debts, for all of the products in the hands of the Customer, the latter being the ones presumed to be unpaid for, and could ask for them to be returned or claim them as compensation for all of the unpaid invoices, in addition to their right to conclude the sale in progress.

### VIII. CLAIMS

Any complaint must, in order to be valid, be sent to us within 15 days following reception of the goods. We won't accept any goods return without prior written agreement from us. If, upon reception of the goods, the Customer signs for the delivery and doesn't express any reservations, as detailed in hereby article, the goods will be deemed received conform with the purchase order and in good condition. In the event of faulty goods notified and established as such within the time frame indicated in the present document, our responsibility is limited to replacing the faulty goods, without any compensation of any nature and for whatever reason. In any case, the price of the goods will remain due to 1/4VIN-OGW. Such products must be returned to us to be assessed, within 15 days following our accepting the goods return.

Passed this time frame, and in the event of a goods return without an express agreement from our services, a deduction of 30% will be applied to the credit note or to the total value of the goods returned. Where necessary, the Customer will still owe the difference in price between the value of the goods returned after deduction and the value of the goods replaced. If the goods return has not been motivated by the receipt of faulty or damaged goods duly notified in compliance with this document, which 1/4VIN-OGW or the transport company are accountable for, the goods will not be taken back nor exchanged. Goods should be returned to us in their original packaging, in the case of mechanical parts, they will not be accepted if \* assembled, branded or damaged \*, in the case of caps, lids or protective caps only unopened packaging will be accepted.

We will not return or exchange if otherwise. All goods will have to be returned with a slip at the customer's name, stating: order reference number, item's reference number, the quantity to be returned and the reason for return.

The goods to be returned should be shipped to us free of charge. In the case of an error on our part, shipping fees will be at our expense and refunded by a credit note or a replacement will be offered. We reserve the right to refuse any returns sent to us via freight collect.

Credit notes may not always be issued before the 30<sup>th</sup> of the current month, date of our last communication, it should not justify stopping any payments.

### IX. WARRANTY

1/4 VIN-OGW goods which are eligible under the General Terms and Conditions are guaranteed by 1/4 VIN-OGW against any manufacturing or material error during a period of 12 months. The warranty is limited to the replacement of faulty parts, excluding all damages of any other nature or of any other ground. In any case, costs of the goods must be due to 1/4 VIN-OGW.

• 1/4 VIN-OGW contractual terms of warranty covers:

- Free of charge replacement (on parts declared faulty by 1/4 VIN-OGW or one of our representative, hereby article specifies that reconditioning or replacement can be effected with new parts, new mechanisms or replaced after assessment from 1/4 VIN-OGW or one of our representative.

• The warranty applies to the following conditions:

- The material is or still undergoes reparation by one of 1/4 VIN-OGW technical sales representatives
- Regular maintenance and cleaning of machines as per Care and Maintenance manual have been undertaken regularly

• The warranty will cease when:

- Non-certified additional parts or accessories have been assembled onto the material
- Modifications or adjustments have been carried out while they were not planned or authorised by the Manufacturer or they have been carried out without respecting the technical instructions set by the Manufacturer
- Failure is due to the user's carelessness or to the non-respect of the instructions provided in the Care and Maintenance guide
- Non-intended use has been made of the material
- Material sustained an overload even temporarily

• Further, the contractual terms of warranty do not cover:

- Damages due to an external cause on goods such as chemical fallout, fire on components or mechanisms
- Damages related to natural causes such as floods, lightning, etc.

Any repair under warranty will not extend its period of validity, except in case of any legal agreement stating otherwise. Parts or mechanisms replaced under warranty will become the property of 1/4 VIN - OGW. 1/4 VIN - OGW declines all liability for any wear and tear occurred on packaged products resulting of the use of our equipments. In any case, in the event of defective goods, the customer will not be entitled to any compensation, except for the application of the warranty detailed in hereby article. The goods are sold at the customer's own risk. Therefore 1/4 VIN - OGW cannot be implicated or held responsible nor can the warranty apply in the event of damages, direct or indirect (including material damages, bodily harm, economic loss, loss of revenue, loss of clientele...), sustained by himself/herself, one of their employee, or a third-party, in connection to the use of the goods, regardless of the nature or the extent of the damages sustained.

### X. WAIVER CLAUSE

Failure by 1/4 VIN-OGW to take action on one of their rights according to hereby General Terms and Conditions, it will not prevent further action and cannot be in any case considered as a waiver of their rights or any other rights they are entitled to according to hereby Terms and Conditions.

### XI. SEVERABILITY CLAUSE

If any of the hereby conditions were to be considered as illegal, non-valid or unenforceable, the remaining conditions will nevertheless remain valid and applicable and the non-valid, illegal or unenforceable clause would be deemed unwritten.

### XII. CONTRACTUAL LANGUAGE

Both Parties fully agree that the French version of hereby Terms and Conditions will prevail over any other version in another language.

### XIII. COMPETENT COURT OF JUSTICE

Any disagreement regarding the enforcement of hereby General Terms and Conditions of sale, its legal interpretation, its execution, sales contracts signed by 1/4VIN-OGW or any payment will be brought to the relevant court of justice for our head-quarters, regardless where the order, the delivery, the payment and the payment methods were originated from, and even in case of recourse to the guarantee or the plurality of defenders.