



## Terms and Conditions of Sale and Delivery

### Section 1 General scope and subject matter of contract

- 1.1 Our Terms and Conditions of Sale and Delivery apply to the delivery of movable property in accordance with the contract we have entered into with the Customer. All deliveries and services, including those in the future, apply exclusively on the basis of these conditions provided no other individual contractual agreements have been entered into.

Our Terms and Conditions of Sale and Delivery apply exclusively. We do not recognise general terms and conditions of business to the contrary or those that vary from ours unless we had expressly approved the validity of such conditions in writing. Our Terms and Conditions of Sale and Delivery also apply if we unreservedly deliver goods to the Customer in the knowledge of the Customer's conditions to the contrary or those that vary from our Conditions of Sale.

### Section 2 Offer, entering into a contract, offer documents and assigning rights and obligations

- 2.1 All goods and service offers we make are subject to change without notice and non-binding and constitute a request to make an offer by the potential contracting party provided nothing to the contrary has been agreed upon in writing. Individualised offer documents, and those geared towards a certain individual case, which we forward to a potential contracting party following a specific request made by such a party are valid for four weeks from the date on which they are dispatched.
- 2.2 By way of an order, the Customer makes us a binding offer to enter into a corresponding contract, which we can accept within two weeks by way of sending confirmation of order or delivering the goods.

### Section 3 Prices, due date and payment

- 3.1 We may amend details about products or prices at any time provided they are not expressly stated as having binding force.
- 3.2 All incidental costs such as loading, packaging, transportation and storage etc. shall be borne by the contracting party if nothing to the contrary is agreed upon.
- 3.3 The purchase price shall fall due for payment, plus the respective value added tax, customs duties and levies that apply at the time of delivery, without reductions within 14 days following the invoice date provided we have not agreed upon anything to the contrary with our Customer.
- 3.4 The statutory regulations set out in Section 352, 353 HGB (German Commercial Code) apply to the occurrence and consequences of default in payment, in particular default interest. In addition to having recourse to the statutory due date and default interest, we reserve the right to assert further-reaching claims for damage caused by default.
- 3.5 Cheques will be accepted merely on account of payment. Discount, protest and other expenses shall be borne by the contracting party.
- 3.6 To safeguard our claims, we may request advance payment or retain our disbursements for advance payments (e.g. advertising expense allowances) if we become aware, after entering into the contract, that the contracting party is experiencing payment problems (e.g. insolvency or composition proceedings, individual enforcement, provision of unsecured cheques or protesting a bill of exchange).
- 3.7 A right of retention, or right to set off, by way of counter-claims, on the part of the contracting party is excluded provided they are not undisputed or are not res judicata counter-claims of the contracting party.

### Section 4 Delivery

- 4.1 The risk of performance shall pass to the contracting party upon the announcement made to the contracting party that the sorting out and provision of the goods for collection and loading have been completed. This shall also apply if partial deliveries are made or if we have assumed other services such as dispatching the goods, the consignment costs or delivery. If the goods are made available for collection "ex warehouse", such goods shall be stored for up to 3 months at the cost and risk of the contracting party.
- 4.2 Liability on our part for securely packaging the goods, the choice of transport route, the means of transport, losses and damage etc. during transportation is excluded.
- 4.3 The delivery periods stated by us apply. In the event of delays as a result of events that are beyond our sphere of influence, and which are not our responsibility, for example if the Customer fails to honour their contractual obligations, in the event of operational disruptions as a result of force majeure (e.g. fire, natural disasters, weather, floods, war, unrest or terrorism), strikes, lock-outs, a lack of energy or raw materials or in the event of a delay by our supplier or a delivery to us that is not our responsibility, the delivery period shall be extended by the duration of the delay, at most, however, by six weeks. We shall not be responsible for the aforementioned circumstances either if they occur during the course of a delay. If the aforementioned circumstances, which are not our responsibility, including the failure of suppliers to supply us, constitute a permanent hampering of performance, we shall be entitled to withdraw from the contract.
- 4.4 We are entitled to make partial deliveries. In the event that a range is sold out (e.g. year or design alteration), as is customary in the sector we shall deliver goods from the following year as an equivalent replacement in respect of quality and price. If a wine of a

later vintage is not available, we do not undertake to provide the delivery and shall be entitled to withdraw from the contract.

### Section 5 Liability for defects

- 5.1 The contracting party is to check the goods delivered by us without delay, at the latest within 8 days, following receipt to determine whether or not the goods are as per agreement. If defects are determined, we are to be notified in writing without delay by way of a precise description.
- 5.2 Section 6 and Section 9 apply in respect of liability for a defect.
- 5.3 All claims derived from the liability of the goods for defects, including claims that may be asserted for damages, shall fall under the statute of limitations one year following delivery to our contracting parties. Unless the damage is based on an intentional or gross negligent violation of an obligation or is based on the loss of life, physical injury or detrimental effects on health by the contracting party.
- 5.4 This does not affect the period of limitations in the event of supplier recourse in accordance with Sections 478 and 479 BGB (German Civil Code).

### Section 6 Liability for damage

- 6.1 Our liability for contractual violations of obligations and tortious liability is limited to intent and gross negligence. This does not apply in the event of the loss of life, physical injury and/or detrimental effects on health, claims in respect of violation of cardinal obligations (i.e. key contractual obligations the honouring of which is required to properly execute the contract, and in which the contracting party normally can and does place their trust, i.e. violating such obligations jeopardises achieving the contractual purpose) as well as compensation for damage caused by default (Section 286 BGB). Insofar we shall be liable for each degree of culpability.
- 6.2 Insofar as we are not accused of intentional or gross negligent violation of an obligation or are not accused of intentional or negligent loss of life, physical injury or detrimental effects on health, the liability for damages shall be limited to cases of foreseeable damage that are typical in such situations. The aforementioned exclusion from or limitation of liability in Section 6.1 also applies to the extent described therein to potential violations of obligations on the part of our vicarious agents.
- 6.3 This does not affect our liability for claims in accordance with the German Product Liability Act for warranted characteristics.

### Section 7 Reservation of title

- 7.1 The delivered goods shall remain our property up until payment in full of the purchase price (reserved goods).
- 7.2 In addition, we reserve the right to an equitable lien for our goods deliveries up until all additional claims have been honoured against the contracting party resulting from the business association, including all balance claims to which we are entitled resulting from a current account relationship with the contracting party, including if the specifically ordered goods have already been paid.
- 7.3 Our contracting party is entitled to sell on the goods that are our property by way of the ordinary course of business.
- 7.4 In the event that our contracting party sells on the reserved goods, at this point in time the claim is assigned to us resulting from the corresponding legal transaction in the sum of our invoice value. We hereby accept the assignment declaration.
- 7.5 At the request of our contracting party, we undertake to release the existing securities insofar as the equivalent of the security exceeds the total amount of our claim by more than 20 %.
- 7.5 Our contracting party undertakes to treat the reserved goods with due care and insure them against loss and damage. Enforcement proceedings, including those that are pending, as well as detrimental effects of any kind (e.g. damage or loss) or a change in ownership or location are to be reported without delay.
- 7.6 The enforcement of our reservation of title and seizure of delivery items shall not constitute withdrawal on our part from the contract.

### Section 8 Place of performance– choice of law – place of jurisdiction

- 8.1 The location, or the court with jurisdiction for the location, of our registered office is deemed the exclusive place of performance and place of jurisdiction for all disputes resulting from the contractual or non-contractual relationship provided the Customer is a merchant, a legal person under public law or public special funds.
- 8.2 The law of the Federal Republic of Germany applies to all contractual and non-contractual relations by way of exclusion of the Vienna UN Convention on Contracts for the International Sale of Goods (CISG).
- 8.3 All data are machine-processed and only used for operating purposes in line with the German Data Protection Act.

### Section 9 Safeguarding clause

In the event that individual provisions above are invalid, this shall not affect the validity of the other provisions.