

GENERAL TERMS AND CONDITIONS

1. General remarks

Our performance and services are based exclusively on our General Terms and Conditions of Business and Performance. Conflicting terms and conditions of the purchaser, i.e. references to the purchaser's own terms and conditions of business or purchase or corresponding counter-acknowledgements that we do not expressly recognise in writing are non-binding for us, even if we do not expressly refute them.

2. Offer, contract conclusion, order

Our offer, including the products referred to in our price lists, brochures and advertising materials, is always subject to alteration. The contract only comes into effect once we have confirmed the order in writing, or once performance and payment have been concluded. The vendor reserves the right to cancel during execution of the contract in the event of specific circumstances leading to the significant worsening of the long-term economic prospects of the purchaser. For customers not known to us (until such time as a credit check has been performed) or customers who have proven to be unreliable in terms of payments, we reserve the right to demand either payment in advance or cash on delivery.

3. Prices

VAT must be paid in addition to the prices stated in our price lists, brochures and offers. If the VAT rate changes by the time the purchase agreement has been concluded, the purchase price shall be reduced or increased to reflect this. Costs (transport costs and any additional packaging) for deliveries (haulier, post, train, courier) outside of our delivery radius (please ask) must be borne by the customer. We pay duties on our deliveries in accordance with the German *Weinwirtschaftsgesetz* ('wine act').

4. Payment conditions

Provided no other payment terms to the contrary are stated on the invoice, payment must be made within ten (10) days with a 2% cash discount or by direct debit for a 3% cash discount, or in full within 30 days of receiving the goods. Cash discounts are only possible if there are no other receivables due. We do not offer cash discounts for any other services (delivery costs, wages, etc.). The vendor reserves the right to charge payments made by the purchaser to older debts, despite other instructions from the client. Bills of exchange (only accepted upon prior agreement) and cheques only fulfil the payment obligation once they have been redeemed. For bank transfers, the date that the amount is credited to our account is decisive. If the payment deadline is exceeded (30 days, provided no other arrangements are made to the contrary), we are entitled to charge late payment fees amounting to 3% above the base interest rate. The customer is only entitled to offsetting, withholding or reduction, even in the case of notices of defects or counterclaims, if counterclaims have been legally determined or are not disputed. Deferred payment granted subsequently by the vendor does not affect the liability to charge interest, unless other agreements have been made to the contrary.

5. Deposits on empties

Refillable empties, i.e. wooden and plastic crates, pallets and barrels of all kind, remain in our ownership, with individual empties (e.g. barrels) automatically subject to deposits. Since standard types of empties (crates/pallets) from the previous delivery can be picked up as part of normal operations when the next delivery is made, no deposits are generally charged. If the number of empties returned is insufficient, in the event large discrepancies in numbers, or in the event of the termination of the business relationship, the missing amounts are charged to the customer at standard industry prices. If it is not possible to take back empties free of charge upon delivery, the customer has the option of paying for them, sending the empties back to us at cost, or arranging for us to pick them up at cost.

6. Delivery

Delivery within our delivery radius and delivery route can be made free of charge for orders of over 48 bottles of wine (assorted) or with a net value of at least EUR 250 (wine/juice) or EUR 250 (other items). If the minimum order quantity is not reached, a small-order fee of EUR 10 will be charged (plus VAT). The delivery times advertised are always non-binding. Missing specific delivery periods and deadlines does not exempt customers who want to withdraw from the contract from agreeing in writing an appropriate subsequent deadline for performance and explaining that the performance will be declined upon this new deadline being passed. This does not apply if the vendor expressly advertises in writing that a delivery period or deadline for performance is binding. The delivery deadlines may be extended by an appropriate amount, including in the event of a delay, in the event of *force majeure* and all unforeseeable hindrances not within the vendor's scope of influence, provided that such hindrances can be shown to have a significant influence on the delivery. This also applies to circumstances affecting the vendor's suppliers and their subcontractors. In the event that certain products are not available, the vendor reserves the right to provide appropriate replacements of the same value, provided that the purchaser has not excluded this possibility. The purchaser is not entitled to make claims for damages in the event of delays to delivery. Transport is only insured upon request and at cost, and is always done at the purchaser's own risk.

7. Collection of payments

Payments can only be made with discharging effect to representatives and company employees upon presentation of valid collection authorisation.

8. Warranty

We must be notified in writing of any obvious defects in products within eight (8) days of the purchaser receiving the goods. In the event of justified notice of defects, we reserve the right to replace the goods in question with faultless products. Should it be impossible to deliver replacements, we will refund the purchase price to the purchaser, exclusive of any claims for damages owed. In the event of justified complaints, the prerequisite for duty to provide replacements rests on the customer fulfilling his/her contractual duties in their entirety. Tartar, deposits or other natural by-products are not deemed reasons for complaints. Similarly, we do not accept any liability for incorrect storage. In line with current international practice, no replacements or refunds are made for individual bottles that are corky. Goods that are the subject of complaints will be taken back by us at the next delivery for the purposes of testing; however, there is no take-back guarantee, acknowledgement or other subsequent legal entitlements.

9. Retention of title and extended retention of title

The goods delivered remain in our ownership until we receive full payment of all claims asserted as result of the business relationship, even if the purchase price for specifically designated charges has been paid. Pledging or assigning the goods as guarantees is not permitted without our written permission. The sale of goods still in our ownership prior to our receiving full payment for performance is only permitted as part of standard business operations. Their sale is not permitted if the customer is in arrears with payment. In the event of actions that are in breach of contract (e.g. default on payment), the vendor is entitled to revoke the purchaser's authority to consume and sell the product and to recall reserved goods or demand that the purchaser surrender claims against third parties. The purchaser must return any reserved goods immediately at the request of the vendor in the event that the purchaser defaults on payment. Taking back or seizing goods under reservation of title does not necessarily correspond to a withdrawal from the contract. If, in the event of a business handover, reserved goods are to be transferred to a third party, the written permission of the vendor must be sought. In the event of the resale of our goods, the customer placing the order already assigns to us all claims from the resale to the amount of all claims from the current business relationship. The customer placing the order is obliged to insure all goods under retention of title at cost against fire, theft and other damage, and to provide proof of insurance if requested. The rights resulting from this insurance are exclusively assigned to us for the duration of the retention of title.

10. Place of fulfilment, place of jurisdiction

Munich is the place of fulfilment for all accounts payable arising from the supply contract. Munich is agreed as the place of jurisdiction for all disputes arising from or in connection with this contract, provided that the customer placing the order is a registered trader, a legal entity under public law or under public special assets. The relationship between both contractual parties is governed exclusively by the laws of the Federal Republic of Germany.

11. Declarations

Unless stated to the contrary in these Terms and Conditions, declarations made by the customer are to be directed exclusively to us. If the customer assigns declarations to other persons, e.g. to one of our sales representatives, these declarations only come into effect once we have received them.

12. Binding character of these conditions

If a provision in this agreement is or becomes invalid or void with regard to these Terms and Conditions of Business and Performance, this shall not affect the validity of the remaining provisions in the contract. The void provision shall be superseded by the provision that would have been agreed by both parties in view of the legal situation and facts of the matter at the time the contract was concluded in order to achieve the desired economic effect. Earlier versions of the Terms and Conditions of Business and price lists hereby lose their validity.