

## **General Terms and Conditions (GTC) within the framework of purchase contracts**

between

Spanier-Gillot GmbH & Co KG, Bahnhofstrasse 33, 67591 Hohen-Sülzen, Germany

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herein after referred to as "SG GmbH & Co KG" or "we" or 'provider' or "entrepreneur"

and

the customer designated in § 2 of this contract - herein after referred to as "customer" are concluded.

### **§ 1 Scope of application, definition**

(1) The business relationship between SG GmbH & Co KG and the customer shall be governed exclusively by the following General Terms and Conditions in the version valid at the time of the order. Deviating general terms and conditions of the customer shall not be recognized unless the supplier expressly agrees to their validity in writing.

(2) The customer is a retailer, restaurateur, or importer. The entrepreneur is a limited liability company acting in the exercise of its commercial or independent professional activity when concluding the contract.

### **§ 2 Conclusion of contract**

(1) The customer can select and order products from the SG GmbH & Co KG range or from the Kühling-Gillot and Battenfeld Spanier brands, in particular wines and sparkling wines. Orders can be placed by email or telephone.

(2) SG GmbH & Co KG shall confirm the order by telephone or email. The contract shall be confirmed at the latest upon delivery of the goods. The contract text, consisting of the delivery note, invoice with reference to our General Terms and Conditions and account details, shall be sent to the customer by us on a durable medium (email or paper printout - contract confirmation). The contract text shall be stored in compliance with data protection regulations.

(3) The range of goods is aimed exclusively at customers who are at least 18 years of age.

(4) The contract is concluded in German or English.

### **§ 3 Delivery, availability of goods**

- (1) As soon as the order has been received, we will immediately arrange for the goods to be shipped by a forwarding agent or parcel service.
- (2) If no copies of the product selected by the customer are available at the time of the customer's order, the supplier will inform the customer of this immediately upon ordering or before delivery. If the product is permanently unavailable, the provider will refrain from issuing a declaration of acceptance. In this case, no contract will be concluded.
- (3) If the product specified by the customer in the order is only temporarily unavailable, the provider will also inform the customer of this immediately.

### **§ 4 Retention of title**

The delivered goods remain the property of the supplier until full payment has been made. (§449 BGB)

### **§ 5 Payment terms, prices, and shipping costs**

- (1) Prices are valid from €500 free of charge within Germany plus 19% VAT including sparkling wine tax, glass and packaging, as well as disposal fees for services provided by EKO-Punkt GmbH. If shipping fees are incurred, we will inform the customer. For deliveries to islands, we charge an additional surcharge for the shipping company.

Payment is due within 30 days of the invoice date without any deductions, unless otherwise agreed.

- (2) The minimum order quantity for **export** is 504 bottles. Prices are ex cellar, in the original packaging. If shipping costs are incurred, we will inform the customer in advance.

Payment is due without deduction within 30 days of the invoice date, unless otherwise agreed. Special labeling requests and additional labels for your country must be communicated and ordered 30 days in advance. In the event of relabeling and repackaging, the additional costs will be invoiced accordingly.

- (3) The goods are shipped by parcel service or freight forwarder. The supplier bears the shipping risk. In the case of ex cellar, the customer bears the shipping risk.

- (4) If, at the buyer's request, the supplier ships the sold item to a location other than the place of performance, the risk shall pass to the buyer as soon as we have delivered the item to the freight forwarder, the carrier, or any other person or institution designated to carry out the shipment (§477 I BGB).

## **§ 6 Liability for defects (warranty)**

If the buyer is acting as an entrepreneur, the following applies:

Delivered goods must be inspected by the customer immediately after delivery, insofar as this is feasible in the ordinary course of business. If a defect is found, we must be notified immediately. If the customer fails to notify us, the goods shall be deemed to have been approved, unless the defect was not apparent during the inspection. If such a defect becomes apparent later, notification must be made immediately after discovery, otherwise the goods shall be deemed to have been approved even in view of this defect. § 377 HGB (German Commercial Code) remains unaffected. The customer is not released from its obligation to inspect the goods even in the event of recourse by the entrepreneur pursuant to § 478 BGB. If, in such cases, the customer does not immediately report the defect claimed by its customer, the goods shall also be deemed to have been approved in view of this defect.

If there is a defect, we shall be entitled to determine the type of subsequent performance, taking into account the nature of the defect and the legitimate interests of the customer. In the case of these contracts, subsequent performance shall be deemed to have failed after the third unsuccessful attempt. This clause shall not apply in the case of recourse pursuant to § 478 BGB.

In the event of subsequent performance in the case of defects, we shall only be obliged to bear the necessary expenses, in particular transport, travel, labor, and material costs, insofar as these are not increased by the fact that the item has been taken to a location other than the customer's registered office or commercial establishment to which it was delivered. This clause shall not apply in the event of recourse pursuant to Section 478 of the German Civil Code (BGB).

The customer's claims for defects, including claims for damages, shall become time-barred after one year. This shall not apply in the case of recourse pursuant to § 478 BGB (German Civil Code), nor shall it apply in the cases of §§ 438 (1) No. 2 BGB and § 634a (1) No. 2 BGB. This also does not apply to claims for damages due to injury to life, limb, or health or due to grossly negligent or intentional breach of duty by us or our vicarious agents.

In legal transactions with companies, there is a choice between remedying a defect or delivering a defect-free item in the event of subsequent performance. The entrepreneur's claim for defects in the goods shall become time-barred after one year.

For merchants, the inspection and notification periods pursuant to Section 377 HGB (German Commercial Code) apply.

## **§7 Limitations of liability in dealings with entrepreneurs**

In all cases in which we are obliged to pay damages and reimburse expenses in dealings with entrepreneurs on the basis of contractual or statutory claims, we shall only be liable if we, our executive employees, or our vicarious agents are guilty of intent, gross negligence, or injury to life, limb, or health.

This does not affect liability regardless of fault under the Product Liability Act. Liability for culpable breach of essential contractual obligations also remains unaffected; however, liability in this respect is limited to foreseeable damage typical for this type of contract, except in the cases referred to in sentences 1 and 2. The above provisions do not imply a change in the burden of proof to the detriment of the buyer.

## **§ 8 Final provisions**

(1) If the customer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the provider is the provider's registered office.

(2) Even if individual points of the contract are legally invalid, the remaining parts of the contract remain binding. The invalid points shall be replaced by the statutory provisions, if any. However, if this would constitute an unreasonable hardship for one of the contracting parties, the contract shall become invalid in its entirety.

## **§9 Miscellaneous**

If one or more provisions of these General Terms and Conditions are invalid, the remainder of the contract shall remain valid. Insofar as the provisions are invalid, the content of the contract shall be governed by the statutory provisions.

Crystallization of tartar is a natural phenomenon and is not grounds for complaint.

## **§10 Amendments or additions to the terms of delivery and payment**

Our terms of delivery and payment, which our customer agrees to when placing an order, apply exclusively, including for future transactions, even if they are not expressly referred to but have been sent to the customer with an order confirmed by us. If the order is placed in deviation from our terms of delivery and payment, only our terms of delivery and payment shall apply, even if we do not object. Deviations shall therefore only apply if they have been expressly accepted by us in writing.

We are entitled to assign claims arising from our business relationships.

The contractual relationship is governed exclusively by German law, in particular the German Civil Code and the German Commercial Code. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.

The place of jurisdiction is, at our discretion, the registered office of the company or Frankfurt am Main.

If the buyer is in default of any payment obligations to us, all existing claims shall become due immediately.

To assert rights arising from retention of title, withdrawal from the contract is not necessary unless the debtor is a consumer.

All payments shall be made exclusively to VR Factoring GmbH, Platz der Republik 6, 60265 Frankfurt, to which we have assigned our current and future claims arising from our business relationship, with debt-discharging effect. We have also transferred our retention of title to VR Factoring GmbH.

In order to fulfill our factoring agreement (assignment of our receivables and transfer of debtor management), we will forward the following data to the financial services institution VR Factoring:

- Names and addresses of our debtors
- Data relating to our receivables from our debtors (in particular gross amount and due date)
- If applicable, names of contact persons and contact details of our debtors (telephone number, email address) at their company for the purpose of coordinating accounts receivable accounting

VR Factoring will pass on the company data of debtors to credit agencies and trade credit insurers, as well as to processors (IT data processing, printing service providers, etc.).

Further details on data processing can be found in the "Data Protection Information" of VR Factoring GmbH, which you can view and download online at

<https://www.vr-factoring.de/datenschutz/>

The customer may not offset counterclaims unless the counterclaims are undisputed or have been legally established. The customer may not assert a right of retention unless it is based on the same contractual relationship or the counterclaims are undisputed or have been legally established.

The following applies to deliveries of goods:

The delivered goods remain our property until all outstanding claims against the customer have been paid in full. The customer is entitled to resell the goods in the ordinary course of business as long as they are not in default of payment. However, the customer may not pledge the goods subject to retention of title or assign them as security.

The customer hereby assigns to us by way of security any claims for payment against its customers arising from the resale of the goods subject to retention of title, as well as any claims of the customer relating to the goods subject to retention of title arising from any other legal grounds (including against third parties).

Any processing or transformation of the goods subject to retention of title by the customer shall always be carried out on our behalf. If the goods subject to retention of title are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title (invoice amounts including sales tax) to the other combined or mixed items at the time of combination or mixing.

If the customer's item is to be regarded as the main item, the customer shall transfer proportional co-ownership of this item to us. We accept the transfer.

The customer shall hold the sole ownership or co-ownership of an item thus created in safekeeping for us.