

GENERAL TERMS AND CONDITIONS

We aim to simplify the handling of all business relationships with our customers as much as possible without giving any contractual partner unilateral legal advantages. Therefore, we limit ourselves to the following general terms and conditions, which are expressly agreed upon for both new and ongoing business relationships.

You guarantee and agree that you have reached the legal minimum age for the consumption and/or purchase of alcohol in accordance with the regulations of the country in which you reside. No website or account (Twitter, Instagram, YouTube, Facebook, etc.) associated with our brands should be accessible to persons under the legal minimum age.

1. Applicability of our Terms and Conditions

The following sales conditions apply to all contracts concluded between us and our customers for the delivery of goods. They also apply to all future business relationships, even if they are not expressly agreed upon again. Deviating conditions of our customers, which we do not expressly recognize, are non-binding for us, even if we do not expressly object to them. The following sales conditions also apply if we execute the customer's order unconditionally in the knowledge of conflicting or deviating conditions of our customers.

2. Conclusion of Contract

All our offers are non-binding and without obligation unless we have expressly designated them as binding. An order from the customer, which qualifies as an offer to conclude a purchase contract, can be accepted by us by sending an order confirmation or an invoice.

3. Prices

Our prices are derived from our latest price list. With the appearance of the new price list, all previous ones become invalid. The prices include the currently valid consumption, spirits, and sparkling wine tax. They include glass and packaging free to the recipient's house. Our prices do not include the statutory value-added tax. This will be shown separately on the invoice at the statutory rate on the day of invoicing and charged. The pricing refers to the respective delivery date.

4. Invoicing and Payment

Our invoices are issued upon dispatch of the goods and are payable within 7 days from the invoice date. A discount requires prior agreement. If the payment deadline is exceeded, we charge default interest at the statutory rate as well as reminder fees. If the customer is in default with a payment, all claims from the business relationship become due immediately. The same applies in the event of a deterioration in the customer's economic situation.

5. Delivery

Our delivery obligation is subject to the condition that there are no changes in the currently existing customs, taxes, and other public charges. If such a case occurs, we are entitled to charge correspondingly increased prices; if these are not accepted by you, we are entitled to withdraw from the contract. Official measures, strikes, and force majeure release us from the delivery obligation. Claims of the buyer for damages and reimbursement of expenses are excluded in this case. Furthermore, we can make delivery dependent on the payment of outstanding invoices.

6. Warranty and General Liability

Claims for defects by our customer only exist if the customer has duly fulfilled their obligations to inspect and give notice of defects in accordance with § 377 HGB within three days of receipt of the goods. Claims for damages beyond the warranty against us only exist in cases of intent or gross negligence on our part, on the part of our representatives or vicarious agents, or in the event of a breach

of essential contractual obligations. In the event of negligent breach of essential contractual obligations, liability is limited to the typical, foreseeable damage. Claims for damages due to impossibility or delay are limited to the typical, foreseeable damage in the event of negligence. In the case of gross negligence by simple vicarious agents, our liability is limited to the typical, foreseeable damage. This does not apply in the event of a breach of essential contractual obligations.

In the event of injury to life, body, or health, we are liable in accordance with statutory provisions. Our liability for fraud and under the Product Liability Act remains unaffected.

7. Exclusion of Contractual Penalties

We do not accept flat-rate or fault-independent contractual penalties. Contractual penalties are only effective against us if they have been individually agreed upon.

8. Retention of Title

Until all claims, including all balance claims from current accounts, to which we are entitled against the customer now or in the future, have been fulfilled, the delivered goods (reserved goods) remain our property. In the event of the customer's conduct contrary to the contract, e.g., in the event of default in payment, we have the right to take back the reserved goods after setting a reasonable deadline. Taking back the reserved goods constitutes a withdrawal from the contract. We are entitled to realize the reserved goods after taking them back. After deducting a reasonable amount for the realization costs, the proceeds from the realization are to be offset against the amounts owed to us by the customer. The customer must treat the reserved goods with care and insure them at their own expense against fire, water, and theft damage to the new value. The customer is entitled to sell and/or use the reserved goods properly in the course of business as long as they are not in default of payment. Pledges or transfers by way of security are not permitted. The claims arising from the resale or any other legal reason (insurance, tort) with regard to the reserved goods (including all balance claims from current accounts) are hereby assigned by the buyer to us in full by way of security; we hereby accept the assignment. We authorize the customer to collect the claims assigned to us for their account in their own name. The collection authorization can be revoked at any time if the customer does not properly meet their payment obligations. The customer is not authorized to assign these claims for the purpose of collecting claims by way of factoring unless the obligation of the factor is simultaneously established to effect the consideration in the amount of the claims directly to us as long as claims against the customer still exist. In the event of third-party access to the reserved goods, particularly seizures, the customer will point out our ownership and notify us immediately so that we can enforce our ownership rights. If the third party is not able to reimburse us for the judicial or extrajudicial costs incurred in this context, the customer is liable for them. We are obliged to release the securities to which we are entitled to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is at our discretion.

9. Data Storage

We point out that we have collected and stored data with reference to the Federal Data Protection Act.

10. Minimum Delivery

Minimum order quantity per order: 72/1 bottles, assorted or minimum order value (list price) per order: €1,500.

11. Place of Performance and Jurisdiction

The place of performance and jurisdiction for deliveries and payments as well as all disputes arising between us and the customer – provided the customer is a merchant – from the purchase contracts concluded between us and them is our company headquarters in Cologne. However, we are also entitled to sue the customer at their place of residence and/or business.

12. Dispute Resolution Procedure

The European Commission provides a platform for online dispute resolution (ODR), which you can find at <http://ec.europa.eu/consumers/odr/>. We are not obliged and not willing to participate in a dispute resolution procedure before a consumer arbitration board.

13. Severability Clause

Should any of the above conditions or any other contractual agreement be or become invalid, the validity of the remaining provisions shall not be affected. Instead of the invalid provision, a provision shall be deemed agreed upon that comes closest to what the parties intended in a legally permissible manner. The same applies to contractual gaps.