



VILLA CAVICIANA

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

(1) Scope, conclusion of contract, conflict

- (2) The following General Terms and Conditions of Sale and Delivery are valid for all contracts, which the seller (in short "Seller") concludes with a contractor, who acquires the Seller's products (in short "Purchaser").
- (3) A contract is only concluded between the parties once the order prepared by the Purchaser and received by the Seller is confirmed in written form by the Seller. The issuance of an invoice is deemed to be an order confirmation.
- (4) The Purchaser has been made aware of the following terms and conditions of sale and delivery and accepts these terms and conditions.
- (5) Conflicting general terms and conditions of the Purchaser or third parties shall not apply, even if they have not been expressly objected to. Discrepancies from the terms and conditions of sale and delivery must be expressly confirmed in written form in order to be valid.

(6) Prices

- (7) The valid price list on the day of the order is applicable.
- (8) Unless specified otherwise in the order confirmation, the Seller's prices are applicable free station (cargo), including glass, DSD fee [German network of industry-funded systems for recycling the packaging materials of consumer goods] and packaging of 6/1FI, plus statutory value-added tax.

(9) Packaging sizes

All wines are packed in boxes of 6. For different order sizes, a change will be made to the next possible number of bottles.

(10) Delivery

Deliveries will be made within five working days, wherever possible. However, the Seller does not guarantee that specific delivery dates will be met, unless they have been promised in written form.

Claims for damages due to performance delay are limited to the amount of the order value. The regulation in Clause 8 shall remain unaffected.

(11) Risk assumption, shipping/freight costs

- (12) For all shipments, all risks will transfer to the Purchaser upon delivery for transport. If the delivery is delayed at the instigation of the Purchaser, all risks shall already transfer to the Purchaser at the time of the Seller being ready for delivery.
- (13) The shipping and freight costs for deliveries to a recipient address within the Federal Republic of Germany are charged at cost price and vary, based on weight and quantity.

(14) Reservation of ownership

Until the complete fulfilment of all claims, including all balance claims from a current account, to which the Seller is entitled against the Purchase now or in the future due to any legal grounds, the goods delivered by the Seller to the Purchaser shall remain the Seller's property. At the Seller's option, the reserved goods and the claims taking their place shall be released, insofar as the value of this collateral sustainably exceeds the amount of the secured claim by more than 20%.

The Seller undertakes to store the reserved goods properly. However, the Seller is authorised to sell the reserved goods in the normal course of business, subject to reservation of ownership. Other disposals, particularly pledges and security assignments, are inadmissible. The Seller is now already assigning claims arising from the onward sale or another legal reason regarding the reserved goods (including all balance claims from current accounts) to the Seller, who accepts this assignment, in advance and without a specific agreement being required in an individual case, as security in the full amount. The Seller revocably authorises the Purchaser to collect the assigned claims on his behalf and for his account. The Seller will forward all payments to the Seller at once.

The onward sale and/or the collection authority can be revoked, if the Seller behaves in breach of contract, particularly if he fails to fulfil his payment obligations properly. In such a case, the Seller can also disclose the assignment of the Purchaser's claims against third parties from the onward sale or other legal grounds and demand direct payment to himself. At all times, the Purchaser must provide all necessary information and the required documents, so that the Seller can realise the claims from the onward sale, which have been assigned in advance.

In the case of access by third parties to the reserved goods, the Purchaser shall point out the Seller's ownership and notify them immediately.

Insurance and damages claims, which the Purchaser acquires due to losses or damage to the Seller's collateral, shall transfer to the Purchaser upon origination.

In the case of anti-contractual behaviour by the Purchaser, particularly with payment default, the Seller is authorised, under the preconditions of § 323 BGB [German Civil Code]. The Seller herewith declares his consent to the persons authorised by the Seller with collection entering and driving on the land and buildings, on/in which the items are situated. At all times, the Purchaser must provide all necessary information and documents, so that the Seller can realise the claims from the onward sale, which have been assigned in advance.

(15) Warranty

- (16) The Purchaser shall inspect the goods carefully immediately after receipt. If defects - including those on the packaging - show incorrect, shortfall or excess deliveries, the Purchaser shall notify these

at once, however, no later than within seven calendar days after receipt of the delivery, in written form, with the express request for a warranty, whereby the timely sending of the notification is sufficient to observe the deadline. The same applies, if such faults appear later on (hidden defects). If the Purchaser omits this written notification, the goods shall be deemed to be approved in respect of such defects.

- (17) The Seller's warranty for freedom from defects of the goods at the time when the risk transfers to the Purchaser is based on the statutory provisions, unless specified otherwise below. Insignificant defects (e.g. minor impressions and changes to the repackaging) remain disregarded.

Rejected goods must be sent in by the Purchaser. The Purchaser shall receive compensation for the costs incurred by him for the return shipment of defective goods.

Notwithstanding the regulation in Clause 8, the Seller's warranty is limited to supplementary performance, which shall take place by way of replacement delivery. If the replacement delivery fails, the purchaser may request withdrawal from the contract or reduction of the purchase price, at his option.

The Seller's warranty shall specifically lapse, if it involves defects, which were caused by the Purchaser solely due to incorrect or inappropriate handling of the goods, particularly improper storage.

- (18) In the case of an incorrect delivery, the Seller is authorised to demand its return.
- (19) For shortfall deliveries, the Seller has the right to subsequent delivery. For excess deliveries, the Purchaser is authorised to demand repossession by the Seller of the excess delivered item. However, if the larger delivery is deemed to be approved according to Clause 7.1, the Purchaser shall not be entitled to any claims. The excess goods shall remain with the Purchaser, while the price will be determined according to the actual quantity delivered, in this case.
- (20) The warranty period for the goods delivered by the Seller amounts to one year from delivery of the goods to the Purchaser. By way of derogation from this, the statutory warranty periods apply in the cases regulated under Clause 8.2.

(21) Liability

- (22) The Seller's liability for all rights and claims arising from and in relation to the conclusion and implementation of deliveries, of a contractual and extra-contractual nature, including the claims from the law of torts and from risk liability, irrespective of the actual or legal grounds, is limited as follows, unless specified otherwise above.
- (23) In the following cases, the Seller is liable in accordance with the statutory provisions, without any limitation:
- For damages from injury to life, limb or health, which are based on premeditated or negligent breach of duty by the Seller, his legal representatives or legal agents;
- (24) for other damages, which are based on premeditated or grossly negligent breach of duty by the Seller, its legal representatives or its legal agents;
- (25) if a defect is fraudulently concealed or a guarantee has been assumed for the condition of the item;
- (26) for claims for damages under the Product Liability Act.

In all other cases, the Seller is only liable for slight negligence of its management staff and its legal agents, insofar as damages were caused by a breach of material contractual obligations (obligations, whose fulfilment make the execution of the contract possible at all

and compliance with which the Purchaser can and may ordinarily rely upon), whereby this liability is limited to the typical damages, which were foreseeable for the Seller upon conclusion of the contract.

Ceteris paribus, the Seller's liability is excluded.

(27) Payment

- (28) Invoices are payable net (without any deductions) within 14 days after the invoice date.

For a direct debit, we grant a 2% cash discount. Payment terms, which conflict with this require an express written agreement. For payment, the applicable payment terms on the day of the deliver are decisive.

- (29) Cheques are only accepted on the basis of an express agreement and on account of performance. Discount collection fees or other out-of-pocket expenses shall be borne by the Purchaser. Credits for cheques are posted subject to receipt, deducting all out-of-pocket expenses with a value date of when the Seller can dispose of the consideration.
- (30) Offsetting against claims that are not undisputed or legally established is excluded.

(31) Legal jurisdiction

- (32) The place of performance for our services is Düsseldorf (Germany).
- (33) The legal jurisdiction for all disputes from this contractual relationship is Düsseldorf, for traders within the meaning of the German Commercial Code, public-law legal entities, special public-law funds and persons, who do not have a general legal jurisdiction in Germany. The same applies if the trader has no general legal jurisdiction in Germany or a place or residence or usual abode are not known at the time of action being filed. Statutory provisions regarding exclusive legal jurisdictions remain unaffected.
- (34) These terms and conditions and the entire legal relationships between the Seller and Purchaser, are governed by the law of the Federal Republic of Germany. The provisions of the UN Sales Convention (CISG) do not apply.
- (35) The invalidity of one or several of these terms and conditions shall not affect the legal validity of the remaining provisions. In the case of invalidity of a condition, the statutory provision shall apply.

Verbal side agreements require the Seller's written confirmation in order to be legally valid.

- (36) Information in accordance with the Federal Data Protection Act: For the purpose of processing this contractual relationship or servicing within the scope of an existing business relationship, the Seller is authorised to record, digitally process and use the Purchaser's personal data required for this in a machine-readable form. The Purchaser agrees to this.

With the acceptance of the Seller's GTC, the Purchaser confirms that he is of full age.