



General Terms and Conditions of Business (GTOB)

- Weinmanufaktur Clemens Strobl / wine making business in Feuersbrunn -

1. SCOPE OF APPLICATION

1.1 With regard to the business relationship between the Weinmanufaktur Clemens Strobl / wine making business in Feuersbrunn (hereinafter briefly referred to as "Weinmanufaktur Clemens Strobl") and the client, the below General Terms and Conditions of Business apply as amended at the time of placement of the relevant order(s). The client may save and/or print a hard copy of these GTOB.

Any differing terms set by the client will not be accepted by the Weinmanufaktur Clemens Strobl and will not become part of any contract. The Weinmanufaktur Clemens Strobl may, however, agree to any such differing terms expressly and by issuing a written confirmation. As regards the requirement of a written confirmation, acceptance by way of electronic transmission, i.e. via e-mail or fax shall be deemed sufficient.

2. PRICES

2.1 The prices only refer to the goods proper and do not include expenses for postage and/or delivery. All expenses incurred by the delivery, including any import or export duties, shall be fully borne by the buyer. In case of an order by mail, telephone, fax or e-mail they will be established by the Weinmanufaktur Clemens Strobl in the written order confirmation.

2.2 Unless otherwise stated expressly in individual cases, prices in catalogues, pamphlets and price lists are recommended prices. Prices for repeat orders are also non-binding.

2.3 The prices are based on the costs at the time of the first price offer. If the costs should have changed by the time of placement of an order by the client, the Weinmanufaktur Clemens Strobl shall be entitled to adjust the prices accordingly. In case of an order by mail, telephone, fax or e-mail, the binding prices will be established in the written confirmation of an order by the Weinmanufaktur Clemens Strobl.

2.4 All offers or quotations, both in writing as well as oral, are non-binding at any time, unless otherwise expressly noted. The last offer supersedes all previous offers. Typing, printing and calculation errors as well as prior sales are reserved.

3. PAYMENT AND DOWN-PAYMENT

3.1 The purchase price is due at the time of delivery of the goods at the latest. This also applies to partial deliveries, if the purchase price for the relevant delivered partial quantities has to be paid. If the agreement provides supply and delivery, this will be subject to separate invoicing, as well as any transport insurances requested by the buyer. The relevant payments will fall due at the time of delivery of the goods. Unless the invoiced price is paid in full at the time of delivery, the deliverer of the goods shall be entitled to return them to the supplier at the expense of the buyer. In case of business transactions with the customer, the latter may refuse full payment, if the Weinmanufaktur Clemens Strobl has not provided the delivery according to contract, or if the provision should be at risk due to precarious financial circumstances on the part of the Weinmanufaktur Clemens Strobl of which the client was not aware nor had to be aware at the time of conclusion of the contract. If the Weinmanufaktur Clemens Strobl offers adequate securities, the right of non-payment does not apply.

3.2 The Weinmanufaktur Clemens Strobl reserves ownership in all goods until full payment of the purchase price including all ancillary expenses.

3.3 In case of placement of an order, the full purchase price must be paid in advance or on receipt of the relevant

invoice.

3.4 Payments to the staff of the Weinmanufaktur Clemens Strobl are only recognised, if they are confirmed with a cash receipt or any other written document.

3.5 If the buyer is in arrears with payment or other provisions, the Weinmanufaktur Clemens Strobl may:

- Delay the fulfilment of its own obligations until payment of the amounts or provision of other services in arrears.
- Make a reasonable extension of the delivery term.
- Immediately require payment of the entire or outstanding purchase price (immediate requirement of payment); this also applies, if payment by instalments has been agreed with the customer, under the conditions that the Weingut Clemens Strobl has already provided its services, that at least one payment to be made by the customer has been in arrears for at least 6 weeks, and that the Weinmanufaktur Clemens Strobl has already and unsuccessfully made a written demand for payment by granting an additional payment term of 2 weeks and announcing immediate requirement of payment.
- Invoice interest on arrears of 6% above the basic interest rate of the Austrian National Bank, at least 10% per year plus value-added tax, and
- withdraw from the contract in case of non-compliance with a reasonable period of grace, as well as
- to request payment of any incurred reminder fees and collection fees from the buyer to the extent they are necessary for any purposeful legal enforcement and in reasonable proportion to the outstanding receivables; the buyer shall be obligated to reimburse the compensations of the contracted collection agency at most, resulting from the Decree issued by the Federal Ministry of Economy and Labour. Moreover, any additional damage must be paid independent of any responsibility for the default in payment, especially damage caused by the default in payment of the buyer in the form of higher interest on due credit costs on the part of the Weinmanufaktur Clemens Strobl.

3.6 Rebates and bonuses granted are delayed on the condition of receipt of full payment. In case of payment with vouchers, no voucher can be issued for any residual amounts. The cashing deadline for goods/shopping vouchers depends on the date stated on the respective goods/shopping vouchers.

3.7 If the buyer does not pay the relevant invoice amount until the date stated in the reminder, the Weinmanufaktur Clemens Strobl shall be entitled to immediately file for an action for collection.

3.8 The clauses 3.4 and 3.5, last item, do not apply to transactions with customers as defined by the Customer Protection Act.

4. TRANSFER OF PERILS

4.1 If the goods are collected by the customer, use and perils are transferred to the buyer at the cash register at the latest.

4.2 If the goods are delivered by the Weinmanufaktur Clemens Strobl, use and perils are transferred to the buyer at the time of handover to the buyer or his/her representative.

5. RETURN OF GOODS

5.1 If the buyer is a customer as defined by the Consumer Protection Act and if s/he made his/her order by mail, telephone, fax, e-mail or at the internet online shop, s/he may declare a withdrawal from the purchase contract according to §§ 5e - 5h Consumer Protection Act and? in deviation from clause 5.1 within seven workdays (Monday to Friday) from the day of receipt of the goods. Such withdrawal does not require any grounds, but must be sent within the legal time frame. The purchase price will be reimbursed to the buyer against return of the goods, but s/he has to bear the costs of return.

6. PROVISIONS, DELIVERY TIME, OBSTACLES TO DELIVERY, WITHDRAWAL FROM CONTRACT

6.1 The Weinmanufaktur Clemens Strobl accepts orders by telephone, fax or e-mail at its headquarters or at the internet online shop from Monday to Friday between 8.00 am and 5.00 pm. The ordering times may be changed by the Weingut Clemens Strobl from time to time according to information provided in advertising mail or notes at the internet online shop. If orders come in outside ordering time, they will come into effect only at the beginning of next day's

ordering time. If an order has been placed, the customer shall name his/her desired delivery date as well as an alternative date and the exact place of delivery. The customer shall be obligated to ensure appropriate acceptance of the ordered goods at the agreed time and place of delivery. The Weingut Clemens Strobl will send the customer a written order confirmation including all relevant dates on the order.

6.2 Delivery will be made by the Weinmanufaktur Clemens Strobl or any contracted forwarding agent at usual business hours. In case of non-acceptance of ordered goods, the Weinmanufaktur Clemens Strobl shall be entitled to require compensation of additional expenses incurred, such as higher transport costs. This shall not apply, if the Weinmanufaktur Clemens Strobl has not provided its services according to contract.

6.3 The acceptance of orders shall be subject to available delivery capacities. The Weinmanufaktur Clemens Strobl reserves the right to allocate smaller quantities in case of oversubscription of a product. If the delivery or compliance with the agreed delivery time becomes impossible due to circumstances beyond the responsibility of the Weinmanufaktur Clemens Strobl, the obligation to deliver at the planned time shall be voided. Such circumstances beyond the responsibility of the Weinmanufaktur Clemens Strobl include in particular: Difficulties in procuring goods or raw material from third parties; in case of subscriptions, the late release of goods by the supplier of the Weinmanufaktur Clemens Strobl, operating disruptions (also with suppliers of the Weinmanufaktur Clemens Strobl), traffic disruptions, lock-outs and strikes as well as any and all cases of force majeure.

In such cases the Weinmanufaktur Clemens Strobl will immediately contact the buyer in order to agree on an alternative delivery date for the delayed delivery. If the buyer is offered a new delivery date not later than two weeks after the originally agreed delivery date by the Weinmanufaktur Clemens Strobl, and if the delivery is performed correctly at the new date, the delivery is regarded as performed timely by the Weinmanufaktur Clemens Strobl under the purchase contract.

6.4 If the Weinmanufaktur Clemens Strobl should be unable to offer the buyer a new delivery date according to clause 6.3, or if the new delivery date cannot be met due to cases listed under clause 6.3 (impossibility of delivery at the agreed time due to circumstances beyond the responsibility of the Weinmanufaktur Clemens Strobl), the Weinmanufaktur Clemens Strobl shall be entitled to either fully or partly withdraw from the contract without becoming liable for damages. In such cases, the buyer may also withdraw from the contract.

6.5 In case of divisible deliveries, the buyer shall not be entitled to a withdrawal with regard to available parts to the extent these parts of the delivery can be fulfilled and are usable for the buyer. Under the same circumstances and/or if the remaining parts can be delivered in time (as defined under clause 6.3) at a later time, the buyer shall not be entitled to refuse the acceptance of partial deliveries.

6.6 If the buyer declares him/herself unwilling to honour the contract without justification, and if the Weinmanufaktur Clemens Strobl agrees to it in writing, the Weinmanufaktur Clemens Strobl shall be entitled to 15% of the purchase price for goods in stock as lump-sum compensation ("reversal fee"). In case of ordered goods, any such rescission of contract is categorically excluded. Deviating from this provision, the legal rights to withdrawal without reversal fee according to §§ 5e - 5h Consumer Protection Act (see also clause 5.2) continue to apply.

6.7 Changes or cancellations of orders by the buyer always need to be made in writing. The Weinmanufaktur Clemens Strobl reserves the right to also accept declarations presented in other forms, but they will only come into effect after a written confirmation by the Weinmanufaktur Clemens Strobl.

7. WARRANTY

7.1 Commitments on the usability or with respect to special properties of the goods or declarations by staff of the Weinmanufaktur Weingut Clements Strobl are non-binding and do not represent any expressed guarantee of certain properties, unless they are made in writing.

7.2 Warranty claims are on the condition that all defects are immediately reported to the Weinmanufaktur Clemens Strobl. Recognisable defects must be reported immediately on acceptance; concealed defects have to be reported after discovery and by presenting the opened goods as well as the original invoice.

7.3 In any case, warranty claims are limited by the purchase price of the delivered, defective goods.

7.4 The Weinmanufaktur Clemens Strobl shall fulfil its warranty obligations at its own discretion by either supplying goods free from defects, correction, later delivery of missing quantities or reversal of the purchase contract (repayment of the purchase price) within a reasonable period of time.

7.5 Deviations usual in the trade or minor, technically unavoidable deviations of quality, quantity, colour, size,

equipment, design or weight do not represent warranty defects or any non-fulfilment of a contract.

7.6 The Weinmanufaktur Clemens Strobl shall not accept any liability for the consistence of taste, colour, material, sample-based or any other characteristics of reordered goods. The same applies for goods ordered on the basis of samples to the extent the deviations remain within the bounds usual in the trade or defined by technology.

7.7 After trial, consumption or any commencement of processing of the goods, any warranty claim shall be excluded.

7.8 The warranty period shall be 2 years from the time of the transfer of perils as defined under clause 4.

7.9 For transactions with customers as defined by the Consumer Protection Act, the clauses 7.1 to 7.4 as well as clauses 7.7 to 7.8 do not apply.

8. LIABILITY FOR DAMAGES

8.1 The Weinmanufaktur Clemens Strobl shall be liable for damage only in case of intent or gross negligence, with the exception of personal injury.

8.2 Such liability shall be limited by (by or to?) 10% of the purchase price within the framework of the statutory provisions. Compensations for consequential damage or damage due to defects, other damage to property, financial damage and damage from claims of third parties against the buyer shall be excluded.

8.3 For transactions with customers as defined by the Consumer Protection act, clause 8.2 shall not apply.

9. COLLECTION, DELAYED ACCEPTANCE BY THE BUYER

9.1 Goods ordered or consignment sales with the Weinmanufaktur Clemens Strobl must be collected within 14 days of notification and/or consignment. Any warehousing time beyond that term and up to a maximum of 4 weeks must be agreed and included in the order and invoice.

9.2 If the goods are not collected or accepted within this term, the Weinmanufaktur Clemens Strobl shall be entitled to either store the goods at the perils of the buyer and by charging warehousing fees of 5% on the invoice amount per every new month plus value-added tax and to insist on fulfilment of the contract, or to withdraw from the contract after granting a grace period of 2 weeks and to sell the goods to another customer, in which case the buyer shall have to pay a processing fee of 10% on the purchase price plus value-added tax, due immediately.

10. SUBSCRIPTION

10.1 The Weinmanufaktur Clemens Strobl offers the purchase of special wines in the form of subscriptions. With a subscription, the orderer obtains a purchasing option for the wine named in the relevant subscription offer including delivery at a later time.

The subscription offer by the Weinmanufaktur Clemens Strobl shall represent no obligation whatsoever to supply the wine named in the relevant subscription offer. The purchasing option for subscription wines shall only be available during the period of time stated in the subscription offer. In case of oversubscription for a certain type of wine, the Weinmanufaktur Clemens Strobl reserves the right to allocate smaller quantities.

10.2 The delivery dates for the wines depend on the release given by the producer and may be subject to postponements. In case any delivery is cancelled, the orderer shall get reimbursement of down payments made on the subscription wine immediately. No claims for compensation in kind shall be acceptable.

10.3. An order is deemed accepted, if the orderer has received an order confirmation from the Weinmanufaktur Clemens Strobl requesting down payment. As soon as the wines are delivered, the orderer shall receive the final invoice. The down payment shall be payable within 14 days, the final amount immediately on delivery. With regard to other payment terms please refer to clause 3 of these General Terms and Conditions of Business.

11. PROTECTION OF MINORS

11.1 The sale and delivery of wine and spirits is only available for persons above the age of 18. In order to comply with the legal provisions, the Weinmanufaktur Clemens Strobl shall be entitled to hand over goods only after having been presented with an official photo ID. In case of any justified refusal of handover, the customer shall be obligated to provide compensation for the actual damage caused.

12. IT-PROCESSING AND CUSTOMER DATA

12.1 The buyer herewith agrees that his/her personal data stated in the purchase contract and disclosed during registration shall be saved and processed according to the provisions of the Data Privacy Act. This data will be used to process payment transactions and customer care to the extent necessary in order to comply with legal provisions. In the course of customer care, the data collected by the Weinmanufaktur Clemens Strobl will not be disclosed to any other businesses.

13. OTHER PROVISIONS

13.1 If individual stipulations of the contract or in these General Terms and Conditions of Business shall become invalid, this shall not render the entire rest of the contract invalid as well. The residual content of the contract shall continue to be valid unchanged.

13.2 Place of performance for the Weinmanufaktur Clemens Strobl as well as the customer shall be 4020 Linz.

13.3 For any decision on disputes in connection with the contract, the materially competent court in 4020 Linz shall have exclusive jurisdiction.

13.4 The contract shall be subject to Austrian law with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

13.5 For transactions with customers as defined by the Consumer Protection act, clause 13.3 shall not apply. The applicability of clause 15.4 shall be limited under the conditions of Article 6 of the Decree (EC) No. 593/2008 of the European Parliament and the Council from 17 June 2008 on the law applicable on contractual obligations (Rome I), saying that special consumer protection provisions under the law of the state in which the consumer has his/her usual residence may prevail over the chosen Austrian law.