

GENERAL TERMS AND CONDITIONS OF SALE (GTC) FOR THE PURCHASE OF GOODS AND TICKETS OF SÄCHSISCHES STAATSWEINGUT GMBH, SCHLOSS WACKERBARTH RADEBEUL (SSW)

§ 1 Scope

- (1) The present General Terms and Conditions of Sale (hereinafter: GTC) apply for all contracts concluded by telephone, e-mail or the order cards provided by SSW between

Sächsisches Staatsweingut GmbH
Schloss Wackerbarth (SSW)
Wackerbarthstraße 1
01445 Radebeul, Germany
Managing Director: Andreas Stuhl
Amtsgericht (local court) Dresden - HRB 17221
VAT ID: DE 812 813 223
Phone +49 (0)351 8955 0
Fax +49 (0)351 8955 150
E-mail kontakt@schloss-wackerbarth.de

and their customers.

- (2) The version of the GTC applicable at the date of conclusion of the contract is authoritative.

§ 2 Conclusion of contract

- (1) Upon request by the customer, by telephone or e-mail, SSW sends the customer a binding offer for the purchase of the requested products by mail or e-mail. The contract is concluded upon acceptance of the offer by the customer, i.e. when the customer confirms the purchase of the goods by mail or e-mail. The customer then receives a shipping confirmation when the goods have been shipped to the customer, or a pick-up notification when the goods are ready for pick-up at the Gutsmarkt shop or the main warehouse.
- (2) If the customer uses the order cards provided by SSW, sending the completed order card to SSW constitutes a binding request to purchase the goods specified on the order card. The contract is concluded when SSW issues a declaration of acceptance, which is sent by separate e-mail (shipping confirmation or pick-up notification).

§ 3 Consumers' right of withdrawal

- (1) If the customer is a consumer (i.e. an individual who places the order for a purpose that is not attributable to their commercial or self-employed professional activity), they are entitled to a right of withdrawal pursuant to the statutory provisions, which SSW explains below according to the statutory template. Exceptions to the right of withdrawal are regulated in paragraph (2). A withdrawal form template is provided in paragraph (3).

INSTRUCTIONS ABOUT CONSUMERS' RIGHT OF WITHDRAWAL

Right of withdrawal

You have the right to revoke the contract without specifying any reasons within fourteen days.

The withdrawal period shall be fourteen days from the date on which you or a third party designated by you, other than the carrier, took possession of the goods

In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by mail or e-mail) addressed to

Sächsisches Staatsweingut GmbH
Schloss Wackerbarth
Wackerbarthstr. 1
01445 Radebeul, Germany

E-mail: vertrieb@schloss-wackerbarth.de
Telephone: +49 (0)351 / 89 55 0

You can use the attached withdrawal form template which is, however, not mandatory.

To comply with the withdrawal period, sending your notification of the exercise of your right of withdrawal before the expiry of the withdrawal period is sufficient.

Consequences of withdrawal

If you withdraw from the present contract, we shall refund to you any and all payments we have received from you, including shipping fees (with the exception of additional expenses arising from your choice of a method of delivery other than the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date on which we received your notice of your withdrawal from the present contract. Unless expressly agreed otherwise with you, we will use the means of payment for the refund that you used for the original transaction; in no event will you be charged any fees for such refund. We are entitled to refuse the refund until the goods have been returned to us or until you have proved that you have sent the goods back to us, whichever is earlier.

You must return or hand over the goods to

Wackler Spedition & Logistik
Lagerlogistik Halle 2, client Schloss Wackerbarth
Hühndorfer Höhe 2
01723 Wilsdruff, Germany

immediately, in any case within fourteen days of the day on which you notify us of your withdrawal from the present contract. This period shall be deemed to have been observed if you dispatch the goods before expiry of the fourteen-day period. We will bear the direct costs of returning the goods.

You shall be liable for any loss in value of the goods only if such loss in value is due to handling of the goods that is not necessary for testing their quality, properties and functionality.

- End of the Instructions about consumers' right of withdrawal –

- (2) The right of withdrawal is not applicable for distance selling contracts
 - a) for the supply of goods manufactured to customer specifications or obviously customised for the customer's personal requirements (Section 312g (2) s. 1 no. 1 BGB [German Civil Code]). This refers to the purchase of goods in the category "Custom labels".
 - b) for the provision of services in the field of supply of food and beverages and the provision of other services in connection with recreational activities if the contract provides for a specific date or period of time for the provision of such services (Section 312g (2) s. 1 no. 9 BGB). This refers to the purchase of tickets of the category "Events".
- (3) SSW explains the template withdrawal form according to the statutory provisions as follows

TEMPLATE WITHDRAWAL FORM

(If you want to withdraw from the contract, please fill out this form and send it back to us:)

To Sächsisches Staatsweingut GmbH
Schloss Wackerbarth
Wackerbarthstr. 1
01445 Radebeul, Germany

E-mail: vertrieb@schloss-wackerbarth.de

I/we(*) hereby withdraw from the contract concluded by me/us(*) for the purchase of the following goods(*)/ the provision of the following services(*):

Ordered on(*)

/Received on (*)

Name of the customer(s)

Address of the customer(s)

Date:

Signature of the customer(s)
(only in case of a notice printed on paper):

(*) Please delete as applicable.

§ 4 Terms of delivery

- (1) Unless otherwise indicated, the delivery time is approximately two to four (2-4) workdays. Subject to the provision in section 3, this period commences upon conclusion of the contract.
- (2) Goods are shipped to the customer by mail. Pursuant to Section 9 Jugendschutzgesetz (Protection of Young Persons Act), goods will not be delivered to persons below the age of 18. The age will be verified upon delivery. By placing the order, the customer expressly confirms that they have reached the required age pursuant to the Protection of Young Persons Act.

§ 5 Prices and shipping fees

- (1) All prices indicated are gross prices, VAT included, plus shipping fees.
- (2) If the value of the goods ordered exceeds EUR 180.00, SSW delivers free of shipping fees. If the value of the goods is lower than EUR 180.00, the fees for packaging and shipping amount to EUR 9.00. If the order only comprises tickets and/or vouchers, the shipping fees amount to EUR 4.00. Vouchers ordered by the customer for printing at home are free of shipping fees. Orders that are picked up by the customer at the Gutsmarkt shop or the main warehouse of SSW are free of shipping fees as well.
- (3) If the customer effectively revokes their contract declaration according to section 3, they are entitled to reimbursement of any costs of shipping to them (dispatch costs) already paid pursuant to the statutory provisions.

§ 6 Payment terms, set-off and right of retention

- (1) SSW offers the following payment options: payment in advance, on account, and SEPA direct debit; if the goods are picked up at the Gutsmarkt shop, payment in cash or by EC or credit card is also possible.
- (2) In the case of payment by credit card or direct debit, SSW will immediately debit the customer's account.
- (3) Payment of the purchase price is due immediately upon conclusion of the contract. If the due date of the payment is defined by the calendar, the customer is in default immediately if they miss such date. In this case, they shall be liable to pay default interest in an amount of 5 percentage points above the basic interest rate p.a. to SSW.
- (4) The customer's obligation to pay default interest does not affect SSW's right to claim additional damages for the delay.
- (5) The customer is not entitled to set off against claims of SSW, unless the customer's counterclaims are undisputed or have been legally established. The customer is also entitled to set off against claims of SSW if they assert claims for defects or counterclaims arising from the same contract of sale.
- (6) As buyer, the customer is entitled to a right of retention only if their counterclaim arises from the same contract of sale.

§ 7 Modification and cancellation of events

- (1) If an event is postponed, the tickets for the postponed event remain valid for the new date of such event. The purchase price of the ticket will be refunded by SSW only if the customer is verifiably unable to attend the event at the new, postponed date. The above does not apply if the postponement of the event is imputable to SSW.
- (2) If an event is cancelled without substitution, SSW will either refund the purchase price of the ticket or rebook, at the customer's request. The customer shall exercise their right to choose vis-à-vis SSW within 14 days following the notification of the cancellation of the event without substitution; otherwise, SSW will refund the purchase price of the ticket to the customer.
- (3) SSW is entitled to alter the content of the event programme, if there is an important reason for such alteration and the alteration is reasonable for the customer. Important reasons include:

- a) force majeure or other circumstances beyond SSW's control that make the execution of the contract as planned and announced to the customer impossible,
- b) official requirements,
- c) illness of the artist or other service provider commissioned for the event.

The above list is not exhaustive. In this case, the customer is not entitled to a replacement of the tickets or refund of the purchase price.

- (4) A postponement of the event by up to 60 minutes does not give rise to a claim for refund of the ticket price.

§ 8 Warranty and liability

- (1) SSW is liable for material defects and defects of title of the delivered goods pursuant to the applicable statutory provisions, in particular Sections 434 et seq. BGB, unless otherwise stipulated below. Tartrate precipitations are precipitations of crystals caused by the natural maturation process and are not cause for a complaint.
- (2) Claims for damages of the customer are excluded, with the exception of a customer's claims for damages resulting from injury to life, limb or health or from the breach of essential contractual obligations (material obligations), and liability for other damage caused by a wilful or grossly negligent breach of duty on the part of SSW, their legal representatives or vicarious agents. Essential contractual obligations are obligations the fulfilment of which is crucial to the achievement of the purpose of the contract.

In the case of a breach of essential contractual obligations, SSW is liable only for the foreseeable damage typical for the contract, if it was caused by mere negligence, except in the case of claims for damages of the customer resulting from an injury to life, limb or health.

The limitations of liability according to this section do not apply if SSW fraudulently concealed the defect or warranted the quality of the ordered goods. The same applies if SSW and the customer concluded an agreement regarding the quality of the ordered goods. The provisions of the Produkthaftungsgesetz [Product Liability Act] remain unaffected.

- (3) The statute of limitations for statutory claims for defects is two years and commences upon delivery of the goods. If the customer is a businessperson, the statute of limitations for warranty claims for the delivered goods is twelve months as of receipt of the goods, except in the case of claims for damages.

§ 9 Closing provisions

- (1) The contracts are subject to the law of the Federal Republic of Germany, excluding the UN-Convention on Contracts for the International Sale of Goods. If the customer's common place of residence at the time of the order is located in a different country, the application of imperative statutory provisions of such country remains unaffected by the choice of law provided in clause 1.
- (2) If individual provisions of the contract are legally ineffective, the remaining provision of the contract remain legally binding. Ineffective provisions shall be replaced by the statutory provisions, if any.
- (3) Dispute resolution: The EU Commission has created an internet platform for online resolution of disputes. This platform is the point of contact for extrajudicial resolution of disputes relating to contractual obligations resulting from online contracts of sale. For more information, please visit <http://ec.europa.eu/consumers/odr>. SSW is neither prepared nor obligated to participate in dispute resolution proceedings before a consumer arbitration board.

GTC as of 10/03/2023