

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

§ 1 Scope

- (1) The present General Terms and Conditions of Sale (hereinafter: GTC) apply for all contracts concluded through the online shop of SSW at <https://shop.schloss-wackerbarth.de/> between

**Sächsisches Staatsweingut GmbH
Schloss Wackerbarth (SSW)**
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and their customers. The GTC are applicable irrespective of whether the customer is a consumer, a businessperson or a merchant.

- (2) All agreements concluded between the customer and SSW in connection with the contract of sale are based in particular on the present terms and conditions of sale, the order confirmation, and the acceptance by SSW.
- (3) The version of the GTC applicable at the date of conclusion of the contract is authoritative.
- (4) SSW hereby objects to the application of general terms and conditions of the customer that contradict the present GTC.

§ 2 Conclusion of contract in the online shop

- (1) The presentation and advertisement of products and events in the online shop of SSW does not constitute a binding offer to conclude a contract of sale.
- (2) After selecting the desired products and the desired number of tickets for events, the items can be placed into a separate shopping basket by clicking on the button “Add selected items to shopping basket”. By clicking on the button “Buy now”, the customer submits a binding request to purchase the items in the shopping basket. The customer can view and alter the information entered at any time before the order is submitted. However, the request can only be submitted and transmitted if the customer accepts the present contractual terms, thus including them in their request, by clicking on the button “I have read and expressly accept the GTC”, and confirms that they have taken note of the right of withdrawal by clicking on the button “I have read the instructions about consumers’ right of withdrawal”.
- (3) SSW will then send the customer an acknowledgement of receipt by e-mail without delay, detailing the customer’s order. The automatic acknowledgement of receipt does not yet constitute a binding acceptance of the order, unless it expressly declares such acceptance in addition to the confirmation of receipt.
- (4) A contract is concluded only when SSW issues a declaration of acceptance, which is sent by separate e-mail (shipping confirmation). The text of the contract will be saved in compliance with data protection regulations. The GTC are accessible at the online shop at any time. The customer’s order information will no longer be accessible on the internet for security reasons. The customer can review their previous orders in their customer account.
- (5) Contracts are concluded only in German.

§ 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.
- (2) The right of withdrawal is subject to the provisions detailed in the **instructions about consumers' right of withdrawal** that are accessible to the customer at <https://shop.schloss-wackerbarth.de/sswfiles/widerruf.pdf>.
- (3) 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".

§ 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) Deliveries outside of Germany take place only on the basis of a separate agreement with the customer. The corresponding request can be submitted in person or by e-mail to SSW.
- (3) 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 in the online shop are gross prices, VAT included, plus shipping fees.
- (2) The shipping fees are indicated in the price information in the online shop of SSW. The price, VAT and shipping fees included, is furthermore indicated in the order form before the customer places the order. 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 EUR180.00, the fees for packaging and shipping amount to EUR9.00. If the order only comprises tickets and/or vouchers, the shipping fees amount to EUR4.00. Vouchers ordered by the customer for printing at home are free of shipping fees.
- (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, credit card, on account, PayPal, and SEPA direct debit.
- (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 to pay default interest in an amount of 5 percentage points above the basic interest rate p.a. to SSW. If the contract is not concluded with a consumer, the interest rate for payments due is 9 percentage point above the basic interest rate.

- (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 places the order in their capacity as a consumer whose 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 the customer is a merchant, a legal entity of public law, or a special fund under public law, the place of jurisdiction for any dispute arising from the contractual relationships is the registered office of SSW.
- (3) 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.
- (4) 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