

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (GSD) OF SÄCHSISCHES STAATSWEINGUT GMBH SCHLOSS WACKERBARTH RADEBEUL (SSW)

### § 1 Scope

- (1) The present General Terms and Conditions of Sale and Delivery (GSD) are applicable for transactions with entrepreneurs (Section 14 BGB [German Civil Code]), legal entities of public law or special funds under public law (hereinafter: the Buyer).
- (2) Any and all supplies, services and offers of Sächsisches Staatsweingut GmbH Schloss Wackerbarth Radebeul (hereinafter: SSW) are exclusively subject to the present GSD. They are an integral part of every contract concluded by SSW with the Buyer for the supplies and services offered by SSW. They also apply for any and all future business transactions with the Buyer, provided that they are legal transactions of the same or a similar nature, even if they have not been specifically agreed again.
- (3) The present GSD are exclusively applicable. SSW hereby objects to deviating, contradicting or complementing general terms and conditions of the Buyer.
- (4) Individual agreements concluded with the Buyer (including collateral agreements and amendments), if any, always take precedence over the present GSD. Subject to evidence to the contrary, a written contract or our written confirmation is required for the content of such agreements to be effective.
- (5) Legal statements and notices of the Buyer relating to the contract (e.g. setting of a deadline, notice of defects, revocation or reduction of price) shall be issued in writing, i.e. in written or text form (e.g. letter, e-mail, telefax). Statutory requirements of form and additional proof, in particular in case of doubt regarding the legitimation of the person issuing the statement, remain unaffected.
- (6) References to the applicability of statutory provisions are provided for clarification only. Accordingly, the statutory provisions apply even without such clarification, unless they are specifically amended or expressly excluded in the present GSD.

### § 2 Offer and conclusion of contract

- (1) Offers presented by SSW are entirely non-binding and do not obligate SSW to accept an order.
- (2) SSW may accept orders of the Buyer that qualify as an offer to conclude a contract by sending a written confirmation (order confirmation) within two weeks of receipt.

### § 3 Delivery time and delay in delivery

- (1) Deadlines and dates for deliveries and services promised by SSW are always approximate only, unless a fixed deadline or a fixed date has been confirmed or agreed. The delivery date is deemed to be observed if the goods have left SSW's warehouse or if SSW has given notice of the goods being ready for dispatch or pick-up by the delivery date.
- (2) SSW cannot be held liable for the impossibility of the delivery or delays in delivery caused by an event of force majeure or other events that were unforeseeable at the time of conclusion of the contract (e.g. interruptions of operations of any kind, delays in transit, industrial actions, administrative measures, or impairments caused by third parties) and that are not imputable to SSW. In such a case, SSW shall immediately notify the Buyer thereof, indicating the expected new delivery time. If performance by SSW is impossible, and the impairment is not of a temporary nature, SSW is entitled to revoke the contract, in part or in its entirety; any consideration already produced by the Buyer shall immediately be refunded by SSW.
- (3) If SSW is in default regarding a binding delivery time, the Buyer is entitled to revoke the contract after a grace period set by the Buyer has expired without result.

### § 4 Delivery, transfer of risk, acceptance

- (1) Goods are delivered ex stock, which is the place of performance for the delivery and the subsequent performance, if any. At the Buyer's request and expense, the goods are shipped to a

different destination (mail order purchase). If shipment of the goods by SSW has been agreed, SSW is entitled to choose the shipping method (in particular the transport company, transport route and packaging) at their own discretion.

- (2) Deliveries outside of Germany take place only on the basis of a separate agreement with the Buyer. The corresponding request can be submitted in person or by e-mail to SSW.
- (3) The EUR-pallets are the property of SSW and shall be returned either immediately upon delivery or within 28 workdays at the latest. If the period for the return of the pallets is not complied with, SSW charges a rental fee in an amount of EUR7.70 plus VAT per pallet and month. In the case of loss, the Buyer shall pay both the rental fees incurred up to the date of the notice of loss and the fair value of the EUR-pallet, but in any case, no less than EUR25.60 plus VAT. The Buyer has the right to prove that SSW did not suffer any damage or that the damage suffered does not amount to the above lump sum.
- (4) The risk of accidental loss and accidental deterioration of the goods is transferred to the Buyer at the moment of handover at the latest. In the case of a mail order purchase, however, the risk of accidental loss and accidental deterioration of the goods and the risk of delay is transferred already upon delivery of the goods to the forwarder, the carrier or the person or organisation designated to execute the shipment. If the Buyer is in default of acceptance, this is deemed to equate handover of the goods.

## § 5 Prices and shipping fees

- (1) The list prices are indicated ex works; glass, equipment, packaging (except gift box) and applicable sparkling wine tax included, plus VAT. The fees for the Green Dot scheme are included in the prices.
- (2) In the case of a mail order purchase, (§ 4[1]), the Buyer shall bear the transport costs ex stock and the costs of transport insurance, if required by the Buyer. SSW bears the shipping fees if the value of the delivered goods exceeds EUR180.00 (gross). If the value is lower, SSW charges shipping fees in a fixed amount of EUR9.00 (gross), transport packaging included.

Pack sizes:

0.75 L bottle (1/1)	Pack of 6 in a disposable box
0.2 L bottle (1/4)	Pack of 24 in a disposable box
0.375 L bottle (1/2)	Pack of 6 in a disposable box
1.5 L Magnum (2/1)	Pack of 3 in a disposable box
3.0 L Double Magnum (4/1)	Pack of 3 in a disposable box

SSW will charge the costs of undeliverable packages that are returned to SSW to the Buyer.

- (3) The purchase price is due as of the invoice date and payable to SSW strictly net, ex paying agent, within 14 days, unless otherwise agreed in writing. For first orders, immediate payment (direct debit, cash payment or bank-certified cheque) is deemed to be agreed.
- (4) Upon expiry of the above-mentioned payment term, the Buyer is in default. For the duration of such default, interest in the amount of the applicable statutory default interest rate shall be paid on the purchase price. Assertion of a higher interest rate and other damage caused by the delay remains unaffected.

## § 6 Notice of defects

- (1) SSW shall replace goods that are damaged or broken during transport effected by SSW or their vicarious agents.
- (2) In the case of justified complaints, SSW may provide subsequent delivery or deliver replacement goods free of defects within 3 weeks of receipt of the returned goods. If SSW does not deliver within this period of time, or if the subsequent delivery fails, the Buyer is entitled to demand a reduction of the purchase price or the rescission of the contract. Tartrate precipitations are

precipitations of crystals caused by the natural maturation process and are not accepted as cause for a complaint.

- (3) The goods shall be carefully examined immediately upon delivery to the Buyer or the third party designated by the Buyer. If a defect is discovered upon delivery, during the examination or at a later time, SSW shall be notified thereof in writing without undue delay. In regard to obvious defects and defects that would have been apparent in an immediate, careful examination, the delivery is deemed to have been accepted by the Buyer if SSW does not receive a written notice of defects within 2 weeks of delivery. In regard to other defects, the delivered goods are deemed to be accepted by the Buyer if the notice of defects is not delivered to the seller within 2 weeks of the date at which the defect became apparent. If the Buyer fails to do a due and proper examination and/or send a notice of defects, SSW's liability for the defect that was not reported or not reported in due time or in due form is excluded in accordance with the statutory provisions.
- (4) Liability for defects caused by improper treatment or storage of the goods and by unusual temperatures is excluded in any case.

## § 7 Retention of title

- (1) SSW retains the title to the goods until they are fully paid.
- (2) The Buyer may sell the goods within the framework of their normal course of business, provided that any claim resulting from such sale is assigned to SSW. The Buyer hereby assigns their claim from the sale of the goods to SSW as collateral. SSW accepts the assignment. The Buyer's duties specified in paragraph 4 also apply with respect to the assigned claim. So long as the Buyer duly fulfils their duties vis-à-vis SSW, they are entitled to collect the claims assigned to SSW.
- (3) If the Buyer files for insolvency, or if third parties gain access (e.g. execution) to the goods that are the property of SSW, the Buyer is obligated to notify SSW immediately, but in any case within 24 hours at the latest, sending a copy of the writ of execution in order to obtain SSW's clearance, and to provide any and all information required for the assertion of SSW's rights.
- (4) Pledging or assignment as security of the goods subject to retention of title is inadmissible until the secured claim has been paid in full.
- (5) In the case of non-conforming behaviour on the part of the Buyer, in particular in the case of failure to pay the purchase price due, SSW is entitled to revoke the contract in accordance with the statutory provisions and/or to demand restitution of the goods based on the retention of title. A demand for restitution does not imply a revocation of the contract; in fact, SSW is entitled to demand restitution of the goods and reserve the right to revoke the contract. If the Buyer fails to pay the purchase price due, SSW may assert the above-mentioned rights only after setting the Buyer an appropriate grace period for the payment that expired without success, or if the setting of such grace period is dispensable pursuant to the statutory provisions.
- (6) SSW undertakes to release the collaterals provided to them according to the above provisions at their own discretion if the value of such collaterals exceeds the secured claim by 15%.

## § 8 Assignment, set-off, right of retention

- (1) Any and all claims and receivables vis-à-vis SSW are owed to the Buyer only and may not be assigned.
- (2) The Buyer is entitled to rights of set-off or retention only to the extent that their claims are undisputed or legally established.

## § 9 Liability

- (1) Unless otherwise stipulated in the present General Terms and Conditions of Sale and Delivery, including the provisions below, SSW and the Buyer are liable for breaches of contractual and extra-contractual duties pursuant to the statutory provisions.
- (2) SSW is liable to pay damages, irrespective of the legal grounds, within the framework of tort liability in the case of wilful behaviour and gross negligence. In the case of slight negligence,

SSW is liable, subject to statutory limitations of liability (e.g. due diligence in their own affairs; insignificant breaches of duty), only

- a) for damage due to injury to life, limb or health,
  - b) for damage due to the breach of an essential contractual obligation (an obligation the fulfilment of which is crucial to the due and proper execution of the contract and that the other contractual party regularly trusts and may trust to be complied with); however, SSW's liability in this case is limited to the compensation of the foreseeable, typical damage.
- (3) The limitations of liability resulting from paragraph 2 also apply in the case of a breach of duty by or for the benefit of persons the fault of whom is imputable to SSW pursuant to the statutory provisions. They do not apply if SSW fraudulently concealed a defect or warranted the quality of the subject-matter of the contract. The same applies if SSW and the Buyer concluded an agreement regarding the quality of the goods.

#### § 10 Statute of limitations

- (1) In deviation from Section 438(1) no. 3 BGB, claims for material defects and defects of title become time-barred one year from the date of delivery. If acceptance has been agreed, the statute of limitations commences at the date of such acceptance.
- (2) The special statutory provisions regarding the statute of limitations (in particular Section 438(1) no. 1, Section 438(3), Sections 444, 445b BGB) remain unaffected.
- (3) The above limitation periods under sales law also apply for contractual and extra-contractual claims for damages of the Buyer arising from a defect of the goods, unless application of the regular statutory statute of limitations (Sections 195, 199 BGB) would lead to a shorter limitation period in the individual case. The Buyer's claims for damages pursuant to Section 9(2) sentence 1 and sentence 2(a) and pursuant to the Produkthaftungsgesetz [Product Liability Act], however, become time-barred only in accordance with the statutory limitation periods.

#### § 11 Place of jurisdiction, miscellaneous

- (1) The contractual and non-contractual relations between SSW and the Buyer are subject to German law, excluding international uniform law, in particular the UN-Convention on Contracts for the International Sale of Goods.
- (2) The place of jurisdiction for any and all disputes directly or indirectly arising from the contractual relationship is Dresden if the Buyer is a merchant within the meaning of the Handelsgesetzbuch [Commercial Code], a legal entity of public law, or a special fund under public law. The same applies if the Buyer is an entrepreneur within the meaning of Section 14 BGB. However, SSW is also entitled to appeal to the competent court at the Buyer's domicile.
- (3) If a provision of the present General Terms and Conditions or a provision within the framework of other agreements is or becomes invalid, this does not affect the validity of the remaining provisions.

GTC as of 10/03/2023