

1. General / Applicability

- 1.1. General terms and conditions of trinkreif Premium Vintage Wine HandelsgmbH, registered office in Vienna, whose business address is at Loquaiplatz 3/1, 1060 Vienna (FN [Business Register Number] 497219f, Commercial Court Vienna [Handelsgericht Wien]) (hereinafter referred to as "GTC"). These GTC shall apply to any and all offers, sales and deliveries of goods (wines) by trinkreif. If these GTC contradict the general terms and conditions of a customer, the contract shall nonetheless be concluded exclusively on the basis of these GTC. Regulations or agreements derogating from these GTC shall apply only if trinkreif has consented to them in writing.
- 1.2. trinkreif may amend these GTC unilaterally at any time, with the version applicable at the time of the order applying to the transaction. The latest version of these GTC may be retrieved from the Legal Notice [Impressum] area on the website of trinkreif at any time (www.trinkreif.at)

2. Offers, Prices & Conclusion of contract

- 2.1. Any and all offers of and information provided by trinkreif are non-binding; this shall apply, above all, to principal availability, the quantities available and the list prices of the wines.
- 2.2. The prices indicated by trinkreif are stated in euros and include statutory VAT, unless stated otherwise. The prices applicable on the day on which trinkreif receives an order from a customer shall be relevant to that customer's order. As a matter of principle, shipping costs are not included in the listed prices and shall be charged to the customer in accordance with the currently applicable terms of payment and delivery.
- 2.3. trinkreif shall confirm written orders it receives from customers in the following ways: either by (1) sending a written acknowledgement of order to the customer, (2) sending an invoice for the ordered goods to the customer, or (3) shipping the ordered goods to the customer. The customer shall be bound by his/her order for a period of 14 days from receipt by trinkreif. The contract between the customer and trinkreif shall come into being with legal effect upon acknowledgement of the order. Should any deviations from the order occur (e.g. with regard to availability, quantity, prices, etc.), trinkreif shall inform the customer accordingly.

3. Payments & Payment terms

- 3.1. The purchase price shall be due for payment immediately after receipt of the invoice, irrespective of whether the customer has received the ordered goods (in whole or in part).
- 3.2. Incoming payments from a customer shall be credited towards the oldest outstanding invoice amount.
- 3.3. In the case of late payment statutory late payment interest shall be charged.
- 3.4. The customer shall have no right to offset his/her claims against counterclaims vis-à-vis trinkreif.

4. Payments & Payment terms

- 4.1. trinkreif shall deliver its goods subject to retention of title, which shall remain in place until the delivered goods are fully paid for. If trinkreif claims retention of title, the customer shall reimburse any and all transport and handling costs incurred in connection with the return of the goods.
- 4.2. Should third parties seize goods which are subject to retention of title (e.g. judicial attachment), the customer shall notify the third party of the existing retention of title and immediately inform trinkreif thereof.
- 4.3. The customer shall not be allowed to dispose of the delivered goods until they are fully paid for, in particular the customer shall not be allowed to sell, give away or pledge the same. Retention of title to the delivered goods shall remain in effect without limitations even if the customer resells the goods to a third party. The customer shall bear the risk of loss of, damage to or deterioration of the goods which are subject to retention of title.

5. Warranty

- 5.1. trinkreif assumes no warranty for cork faults (wine tainted by cork) or deviations in taste. Warranty shall further be excluded once a bottle has been opened or consumed.
- 5.2. Defects that appear should be communicated upon delivery, if possible, and in any case immediately after the ordered goods have been taken delivery of. Deviations in terms of size or colour of the bottle, deviating filling levels or any damage to the label or the capsule shall constitute no defects, in particular if the customer has been notified of the said deviation in the price list applicable from time to time.
- 5.3. Unless otherwise agreed, the customer shall bear the transport risk (including glass breakage). Deliveries via the DPD Wine Logistics service are covered by transportation insurance of up to EUR 500 per box. Any additional insurance must be explicitly ordered by the customer.

6. Right of withdrawal for consumers

- 6.1. If the customer is a consumer within the meaning of the Austrian Consumer Protection Act [Konsumentenschutzgesetz/KSchG], he/she shall be entitled to the rights of withdrawal pursuant to Sections 3 and 3a KSchG and pursuant to the Austrian Distance Selling Act [Fern- und Auswärtsgeschäfte-Gesetz/FAGG]:

In the case of distance selling transactions (distance sales and contracts concluded outside of business premises within the meaning of the FAGG) the customer may withdraw from the transaction within 14 days without stating reasons. The withdrawal period shall commence on the day of conclusion of the contract. The right of withdrawal shall not apply if trinkreif, based on the customer's explicit request and a confirmation of the customer that he/she is aware of losing the right of withdrawal upon full performance of the contract, has commenced executing the order and has fully performed the order before expiry of the 14-day withdrawal period. If trinkreif has delivered part of the order before the right of withdrawal is exercised, the customer shall pay the pro-rata purchase price. In addition, the right of withdrawal shall not apply if the customer placed the order on the premises of trinkreif or if the customer him/herself initiated the business relationship with trinkreif. As a matter of principle, the right of withdrawal may be exercised without observing any formal requirements.

7. Final provisions

- 7.1. The place of performance shall be the registered address of trinkreif: 1060 Vienna, Loquaipplatz 3/1.
- 7.2. Written form: Modifications of or amendments to these GTC that are agreed between trinkreif and the customer must be made in writing and signed by both parties to be legally effective.
- 7.3. Governing Law: Austrian law shall apply. Applicability of UN Sales Law is excluded by mutual consent.
- 7.4. Place of jurisdiction: Any and all disputes arising out of a contractual relationship between trinkreif and a customer, including the question of its valid conclusion and its pre- and post-signing effects shall be resolved exclusively by the court having jurisdiction over commercial matters and over Innere Stadt (First District) Vienna, or at trinkreif's choice by the court having subject matter jurisdiction over the customer's registered office, place of residence or assets.