

Version as at 23 November 2017

Standard Terms and Conditions

Stiftung Fürst Liechtenstein/Foundation Prince Liechtenstein
FN 163830b
Zweigniederlassung Wilfersdorf Weinbau/Wilfersdorf Princely Winery Branch
Hofkellerei/Wine Cellars
Brünnerstraße 8
2193 Wilfersdorf

Phone.: +43 2573 2219 27
e-mail: office@hofkellerei.at

Line of business: Winegrowing, trade in wines

VAT Identification Number:

Member of:

Professional law:

Supervisory authority/trade authority:

Details concerning online dispute settlement: Consumers may direct complaints to the online dispute settlement platform of the EU: <http://ec.europa.eu/odr>. Consumers may direct complaints also to the above e-mail address.

1. Scope of application

All orders made via our online shop are subject to the following Standard Terms and Conditions (STC), as applicable at the date when the contract is concluded. Deviating terms and conditions of the customer which we do not explicitly acknowledge in writing shall be ineffective in any event and even if they have not expressly been objected to. Any and all agreements made orally, by telegram, telephone or otherwise electronically shall take effect only after they have been confirmed in writing. We reserve the right to amend the Standard Terms and Conditions at any time.

By placing an order, the customer consents to these STC and shall be bound to them. Therefore, the STC are an integral part of the contract.

The contents of the contract, any and all other information, customer services, data information and complaints handling are provided in the German language.

Customers can go to the website of www.hofkellerei.at to view, store, and download the STC at any time.

2. Ordering, conclusion of contract

2.1. Orders may be placed in our online shop only via the Internet on the mask provided at the www.hofkellerei.at website.

2.2. For placing an order, the online order form has to be filled in. All mandatory fields marked * in the order form must be filled in truthfully, completely and correctly. The customer shall be liable for any costs caused by incorrect or incomplete entries.

2.3. By clicking the "ORDER NOW" button the customer submits a binding offer to conclude a sales contract.

2.4. Before clicking the "ORDER NOW" button the customer shall accept the STC by clicking the "I accept the Standard Terms and Conditions of the Wine Cellars of the Prince of Liechtenstein".

2.5. After having placed a binding offer, the customer receives an e-mail sent to the e-mail address the customer has indicated, confirming receipt of the order and specifying its details (order confirmation). The order confirmation shall not yet represent acceptance of the customer's offer, but is only to inform the customer that we have received the order. The order is confirmed immediately after the "ORDER NOW" button has been clicked.

2.6. The purchase contract shall take effect only after we have sent you our explicit declaration of acceptance.

2.7. Presentation of the products in the online shop shall not constitute a legally binding offer, but a non-binding online catalogue. The latest offer shall supersede any and all previous offers. As certain vintages may be available in limited quantities, they may be sold out during ordering. We reserve the right to reduce orders without giving reasons in order to allow all customers to buy our wines.

2.8. After the order has been completed by clicking the order button "ORDER NOW", the order can no longer be changed. The customer may exercise the right of revocation (see Article 9 of these STC).

3. Delivery

3.1. Any and all shipment costs, specifically costs of packaging, transport and transport insurance, environmental levies, as well as the statutory value-added tax shall be borne by the customer.

3.2. For shipments within Austria we charge shipping costs of € 7.60 per 6-bottle carton and € 9.87 per 12-bottle carton. From purchase order values of € 200.- onwards for delivery within Austria no shipping costs are charged.

3.3. For shipments to Germany we charge shipment costs of € 15.22 per 6-bottle carton and € 18.20 per 12-bottle carton.

3.4. The costs of orders from countries other than Austria and Germany will be announced separately to the customer.

3.5. The delivery time within Austria is three to seven working days. Unless a fixed date has been agreed explicitly with the customer, the delivery dates are non-binding, but we will make every effort to meet them.

3.6. Ordered goods shall be picked up or taken over within 14 days following notification, otherwise the costs of returning them shall be borne by the customer.

3.7. In case the goods are collected by the customer, use and risk shall be transferred to the customer when the goods are handed over to the customer at the latest.

3.8. If the goods are delivered by a transport company designated by us, use and risk shall be transferred to the customer already when the goods are handed over by us to the transport company, if the customer is a company. If the customer is a consumer within the meaning of the Consumer Protection Act, use and risk shall be transferred to the customer only when the goods are handed over to the customer or a third party designated by the customer. If the customer has concluded the transport contract without using the transport option suggested by us, the risk shall be transferred already at the time when the goods are handed over to the transport company designated by the customer.

4. Transport damage

If goods obviously damaged during transport are delivered, the customer shall notify us of such damage without delay. The customer shall inspect incoming goods for proper condition and completeness immediately. The customer shall notify us of any complaints regarding the goods within 8 days in writing. The customer shall have any and all complaints confirmed by the transport company. We shall be liable for transport damage to the statutory extent.

5. Retention of title

The delivered goods shall remain our property until complete payment has been made. The goods shall not be transferred nor seized until payment has been made. The customer shall inform us of any attempts of seizure.

6. Protection of minors

6.1. Wines and spirits may be delivered to persons above the age of 18 only. In order to comply with the statutory requirements, the Foundation Prince of Liechtenstein Wine Cellars is entitled to hand out goods only after having been presented an official photo ID. In the event of justified refusal to hand over the goods, the customer shall make compensation for the damage actually incurred (e.g. costs of delivery).

6.2. When placing the order the customer assures that s/he and/or the recipient of the goods is older than 18 years.

7. Terms of payment

7.1. When goods are shipped to the customer, the invoice shall be due immediately on receipt. If paid by credit card, the purchase price shall be due at the time when the goods are shipped.

7.2. We reserve the right to request advance payment from new customers.

7.3. Orders via the online ordering system may be paid by credit card.

7.4. If the customer is a company and delays payment, we charge default interest of 12% p.a. If the customer is a consumer within the meaning of the Consumer Protection Act, we charge default interest of 5% p.a.

7.5. Offsetting or retaining payments due to existing or alleged counterclaims - for any reason whatsoever - shall not be permitted. (In case of consumer transactions the pertinent provisions of Sec 6 (1) Consumer Protection Act shall remain unaffected).

8. Prices

Prices shall be indicated in EUR (€) per bottle, inclusive of any and all statutory duties and taxes (value-added tax), exclusive of transport costs, which shall be paid separately. Prices are subject to change and errors excepted. Should prices change, we are entitled to increase or reduce the prices accordingly.

9. Warranties

9.1. The statutory warranty rights shall apply.

9.2. Alcoholic beverages are sold only to persons having completed their 18th year of life.

9.3. Assurances such as on the usability or special properties of the goods or statements made by our employees shall not be binding and shall not represent an explicit warranty of certain properties.

9.4. We make no warranties for cork faults (corky bottles) or deviations in taste.

9.5. Any claims of the customer under warranty law shall be excluded by tasting, consuming or initiated processing or treatment of the goods.

9.6. In any event, warranty claims shall be limited to the purchase price of the delivered and defective goods.

10. Right of withdrawal

10.1. If the customer is a consumer within the meaning of the Consumer Protection Act, the customer is entitled to withdraw from the contract within 14 days without giving reasons, as provided for by the Off-Premises and Distance Selling Act. The deadline for withdrawing from the contract shall commence on the day when the contract is concluded. To exercise the right of withdrawal, the customer shall send us a clear statement to office@hofkellerei.at or Brünnerstraße 8, 2193 Wilfersdorf regarding the customer's decision to revoke the contract. The customer may use the below form of revocation for this purpose. To meet the

revocation deadline, it is sufficient for the customer to send the notification on exercising the right of revocation before the revocation period expires.

10.2. Consequences of revocation: If the customer revokes this contract, we shall pay back any payments received from the customer, including shipment costs, without delay and within fourteen days from receipt of the revocation at the latest. We shall use the same means of payment for such repayment as the customer has used for the original transaction, except if explicitly agreed otherwise with the customer. In no event shall the customer be charged any fees for such repayment. We may refuse repayment until the goods have been returned to us or the customer has furnished proof to have sent back the goods. The customer shall send back or hand over the goods without delay and, in any event, within fourteen days from the date on which the customer has informed us of the revocation at the latest, to the Foundation Prince Liechtenstein, Wilfersdorf Winery Branch, Wine Cellars, Brünnerstraße 8, 2193 Wilfersdorf. The time limit shall be deemed observed if the customer ships the goods before the period of fourteen days expires. The customer shall bear the direct costs as well as the risk of returning the goods.

10.3. Sample revocation form (If you wish to revoke the contract, please fill in and return this form):

To [insert the name, address and, if applicable, fax number and e-mail address of the company by the entrepreneur]:

I/we (*) hereby revoke the contract concluded by me/us (*) on the purchase of the following goods (*)/provision of the following services (*)

Ordered on(*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only in case of notification on paper)

Date

(*) Delete as applicable.

10.4. The customer shall have no right of withdrawal pursuant to Sec 18 para 1 (5) Off-Premises and Distance Selling Act for reasons of hygiene, if the customer has already opened the goods or removed the seal from the goods.

10.5. Companies shall have no right of withdrawal.

11. Compensation for damages

Our liability shall be restricted to the cogent statutory liability.

a) In the event that the customer is a company we shall be liable only for wilful unlawful conduct.

b) In the event that the customer is a consumer within the meaning of the Consumer Protection Act we shall not be liable for property damage caused by slight negligence.

12. Severability clause

Should individual provisions of these STC be ineffective, or become ineffective after conclusion of contract, the effectiveness of the remaining provisions of these STC shall not be affected thereby. The ineffective provision shall be replaced by an effective provision that comes closest to the purpose pursued by the parties to the contract by the ineffective provision.

13. Other provisions

13.1. The contract with the customer based on online orders and any and all claims arising therefrom shall be subject to the law of the Republic of Austria with the exclusion of the provisions of international private law and the Convention on the International Sale of Goods of the United Nations.

13.2. The place of fulfilment shall be Vienna.

13.3. The exclusive legal venue for settling disputes arising from contracts with the customer shall be the court competent for the subject matter in Vienna. If the customer is a consumer within the meaning of the Consumer Protection Act, this provision shall not apply.