

# GENERAL TERMS AND CONDITIONS OF BRENNEREI ROCHELT GMBH

## GENERAL CONDITIONS

Contract conclusions and agreements shall only be binding for us upon our written confirmation. All offers are non-binding and subject to change. Differing terms and conditions of the customer shall not be binding for us. Complaints about our delivery notes are to be made immediately, within 8 days at the latest.

## PRICES, PAYMENTS, SECURITIES

Payments are only legally binding if they are made directly to us, unless otherwise agreed upon. The payment has to be made on receipt of the order confirmation or, respectively, on receipt of the invoice strictly net and immediately. If the payment term is exceeded, interests amounting to 4 % above the respective discount rate of the Austrian central bank (österreichische Nationalbank) are charged. If, after conclusion of contract, circumstances become known which could reduce or entirely question the credit worthiness of the customer, all claims become immediately due. The circumstances entitle us furthermore to carry out still outstanding deliveries only against provision of a security as well as to withdraw from the contract after a reasonable grace period or to claim damages for non-performance, notwithstanding the right to take back the goods delivered subject to reservation of title, namely at the customer's expense. As long as we have claims, we are entitled to request the provision of a security at any time.

## DELIVERY TIMES, DATES, DELAY

Deliveries of any kind are carried out at purchaser's risk. Events of force majeure entitle us to postpone delivery by the duration of the impairment and a reasonable grace period or to withdraw from the contract due to the part not performed so far. Circumstances which render the delivery for us significantly more difficult or impossible – regardless of whether they occur to us or to the sub-supplier – shall be deemed equal to force majeure. Operational interruptions of any kind, of administrative nature, administrative orders or a failure of supply by our suppliers which delays, directly or indirectly, the completion or delivery of the goods sold or makes such impossible, shall apply as cases of force majeure and shall discharge us according to the impairment from our obligations to deliver.

## DELIVERIES, PACKAGING

Bottles individually packed in wooden boxes with separate outer packaging of 8 items each. Sorting is possible. Glasses in a cardboard box of 6 items each.

## DEFECTS OF THE GOODS

Defects of the goods are to be immediately reported to us in writing at the latest 1 week after receipt of the goods at the place of destination. In case of notice of defect at due date, we will take back defective goods and replace them with faultless goods. The customer shall not have the right to raise other claims due to defects of the item concerned. Transport damages are to be reported within one week in writing. After this notice period has expired, a replacement delivery is excluded for insurance reasons.

## RESERVATION OF TITLE

All goods shall remain our property until complete payment. If unpaid goods which are purchased by third parties in good faith are sold, the proceeds shall replace the goods. The purchaser may neither pledge nor transfer ownership of unpaid goods. Any access to goods, proceeds or claims by third parties as well as payment difficulties, settlement or bankruptcy proceedings are to be immediately reported to us. Third parties shall be informed on our property rights.

## PAYMENT CONDITIONS

Payable on receipt of the order confirmation or, respectively, on receipt of the invoice net without any deduction and without delay.

## PARTIAL INVALIDITY

Should individual conditions of this contract be legally invalid, the legal validity of the other conditions shall remain unaffected thereof.

## PLACE OF PERFORMANCE, PLACE OF JURISDICTION, LAW

Place of payment and of performance shall be Fritzens in the Tyrol. Place of jurisdiction shall be Innsbruck in the Tyrol. All legal relationships between the customer and us shall exclusively be governed by the Law of the Republic of Austria.

With the issue of this price list, all prior price lists, offers and price agreements shall become ineffective.

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