

# General Terms and Conditions

## 1. Field of application

The following General Terms and Conditions apply to orders in the version valid at the time of the order.

## 2. Terms of delivery

A minimum order quantity/dispensing quantity of 12 bottles (at least one 12-bottle carton) applies. If a higher number of bottles is ordered, the total order quantity must therefore be a multiple of 12 bottles. The customer must ensure that the respective regulations of any importing country are observed and complied with.

Deliveries within Austria are free of charge from an amount of € 150. If the value of the goods is less than € 150, shipping costs will be charged additionally. Outside Austria, the freight costs (and any costs incurred, e.g. customs duties) shall be borne by the recipient of the goods. Unless otherwise agreed, the goods shall be delivered ex warehouse (7122 Gols) to the specified delivery address. Delivery usually takes place within 2 to 5 working days. However, this period is not guaranteed and may be longer for certain reasons.

Dispatch is by parcel service.

If you wish to collect your order from our winery, a confirmed appointment is required.

## 3. Offer

Our offer is subject to change and is only valid while stocks last. Due to the limited quantities of individual products, a sell-out situation may occur during online ordering. In this case, we take the liberty of offering you an alternative.

We are entitled to refuse an order without giving reasons.

## 4. Term of use

The use and ordering by minors is not permitted. The data required for the purchase must be provided completely and truthfully by the users. The prices valid on the day of the order apply. All prices include value added tax.

## 5. Data protection

Data that is necessary for the business transaction will be stored and treated confidentially in compliance with all Austrian and European data protection laws and related regulations and we expressly assure you that we will not pass on any data provided to us in any form to third parties (without the express consent of the buyer).

## 6. Terms of payment

The purchase price is to be paid without deductions depending on the payment option selected. If payment is made in advance, the total amount must be transferred to the following account, stating the name and invoice number as the reason for payment

DI Andreas Schreiner

IBAN AT63 2021 6217 1784 6000

bei der Sparkasse Hainburg Bruck Neusiedl am See

BIC SPHBAT21XXX

For all other forms of payment offered, the purchase price must be paid directly during the ordering process.

## 7. Reservation of Ownership

The goods remain the property of Sonnenmulde BioWeine, DI Andreas Schreiner until full payment has been received.

## **8. Warranty / Complaints**

The goods must be checked for damage by the buyer immediately. Defects and transport damage must be reported in writing or by telephone within 7 days of delivery of the goods or the customer may refuse to accept the goods. The goods can only be returned after approval by BioWeingut Sonnenmulde, DI Andreas Schreiner. Complaints can only be made within 7 days of delivery. Opened goods cannot be taken back. Any transport damage must be confirmed by the respective transport company.

## **9. Right of Withdrawal**

The consumer may withdraw from a distance contract or an off-premises contract within 14 days without giving reasons. The cancellation does not need to be justified, but only needs to be sent within the deadline. The buyer will be refunded the purchase price already paid against return of the goods, but must bear the costs of returning the goods. Opened goods cannot be taken back.

## **10. Youth protection**

Wine can only be sold and delivered to persons over the age of 18. By placing an order, the customer confirms that he or the recipient of the goods is over 18 years of age.

## **11. Change of CTG**

The operator reserves the right to change the General Terms and Conditions at any time. Such changes do not apply to orders that have already been placed. By placing an order, the respective valid General Terms and Conditions are recognised.

## **12. Place of jurisdiction**

District court Neusiedl am See. Austrian law applies to all business-related divergences of opinion and legal disputes.