



VDP. DIE PRÄDIKATSWEINGÜTER

## WINE AUCTION SALES AND DELIVERY CONDITIONS

### § 1 OFFER

The offer of the Steigweine is per bottle in the indicated bottle size including packaging from the cellar and plus the legal value added tax. Freight costs will be charged at cost price.

### § 2 PAYMENT

The purchase price is generally due on acceptance of the bid. Payment of the purchase price must be made net cash within six weeks. Payment is to be made by the bidder (buyer) to the invoicing commission agent and by him to the invoicing winery (seller).

In the event of late payment, default interest at a rate of 3% above the base rate of the European Central Bank will be charged as well as compensation for any other verifiable damage caused by default.

### § 3 TRANSFER OF OWNERSHIP, RETENTION OF TITLE

Ownership of the wine sold shall pass to the buyer as soon as the payment obligation of the buyer and the commission agent towards the seller has been fulfilled in full. The handover is replaced by the fact that the seller keeps the wine in safe custody, whereby he is responsible for the care he takes in his own affairs (§ 690 BGB). If payment is made by the commission agent, ownership shall pass to him. If the wine is paid for by the commission agent and handed over directly to the buyer by the seller, the latter, as the commission agent's agent, acquires ownership of the wine for the buyer, which the buyer merely keeps and stores until the purchase price has been paid in full for the commission agent. The seller retains ownership of the wine sold, including the wrapping materials, until the buyer has fulfilled his payment obligations in full.

In the case of a current account, the retention of title shall serve as security for the balance claim. If a wine is handed over before full payment, the extended retention of title shall also be deemed to have been agreed.

### § 4 TRANSFER OF RISK, LIABILITY

From the moment the sale is concluded, the wine is stored at the expense and risk of the buyer. The customer is jointly and severally liable with the commissioned wine commission agent, unless the commission agent designates his customer within 15 days.

### § 5 REFERENCE

The wines bought at the auction are to be purchased within six weeks of the purchase date. Longer storage periods require the respective written agreement. The handing over or the dispatch of the wines from the winery



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to the buyer or the commissioned commission agent takes place in principle only after complete payment of the invoice in cash, by cheque or credit entry on the account of the winery. Cheques will only be accepted on account of performance. If the buyer does not comply with his obligations to take delivery, the seller is entitled, after giving notice of default to the buyer, to withdraw from the contract with a period of ten working days by written declaration and to dispose of the wine otherwise, whereby the buyer is liable to the seller for the damage resulting from the non-fulfilment of the contract, including any shortfall in proceeds from resale. The granting of credit after the expiry of the period of delay may replace the written declaration of withdrawal from the contract.

### § 6 OFFER, SURCHARGE, COMMISSION

The bid is valid for the quantities indicated in the auction list according to consecutive numbers (= one lot), whereby the price is announced per bottle, not per lot. The bid is made at the price per lot. The knockdown is only made to recognised wine commission agents who are entitled to commission in the amount of the valid territorial agreements. With the knockdown a purchase according to § 494 BGB comes about. At the same time, the risk is transferred to the bidder. In the case of bids exceeding the price at the top of the auction, the bidder in the auction must accept the full lot, irrespective of possible splits with other bidders. Possible participations are to be noted by the bidder on the slip with indication of the exact quantity and the names of the other participants. Depending on the lot size, the following minimum purchase quantity shall apply for a division:

Lot size:	Minimum purchase quantity:
1 - 24 bottles	free
25 - 60 bottles	6 bottles
61 and more bottles	12 bottles

If there is any doubt about the final bid when the bid is accepted, a new bid may be submitted. The auctioneer is responsible for deciding on this. Each bidder remains bound to his bid until the knockdown. The auctioned wines will be issued with a sticker, which serves as a confirmation of purchase. For each lot, only one double slip will be issued, which will be signed by both the auctioneer and the auctioneer. The commission agent and the auctioneer each receive one copy of the auction ticket.

### § 7 PLACE OF JURISDICTION AND PLACE OF PERFORMANCE

The place of jurisdiction and place of performance shall be the respective place of jurisdiction and place of performance applicable to the registered office of the Seller. For disputes arising from a contract between the



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commission agent and the buyer, the place of jurisdiction and place of performance applicable for the registered office of the commission agent shall be decisive.