

# General conditions

## General conditions for Kral GmbH online store

### Applicability

These general conditions are applicable for deliveries, services and offers by the online store of Kral GmbH located at Kaiser - Friedrich - Promenade, 134, 61352 Bad Homburg and represented by the general manager Kerem Resuloğlu (hereinafter to be referred to as “Kral”).

### Contracting

The Buyer is bound by his/her proposal for two weeks.

The orders will be legally valid by approval of Kral. The approval can be in written, via e-mail or otherwise. The order will be approved when the ordered goods or services are delivered.

### Notification of withdrawal

#### Right of withdrawal

The buyer will be entitled to the following right of withdrawal as a consumer if there is a distant sale agreement.

You are entitled to withdraw from this agreement in fourteen days without stating a reason.

The term of withdrawal is fourteen days from the date you purchase the goods or the date of purchase by a third party who is not a carrier on behalf of you. In case of delivery of multiple goods on different dates within the scope of a single order, the term starts on the date you purchase the final good or the date of purchase by a third party who is not a carrier on behalf of you. However, this term does not start until we fulfill our obligation of notification as specified by BGB (Civil Code) Article 312 d) Paragraph 1 in connection with EGBGB (Law on Implementation of the Civil Code) Article 246 a) Article 1, Paragraph 2, Clause 1.

To use your right of withdrawal, send a clear notification of your intention to withdraw from this agreement to

#### Kral GmbH

Kaiser -Friedrich - Promenade 134 61352 Bad Homburg

Phone no: 06172/ 279 27 56

Fax no: 06172/ 279 27 54 info@retschell.com

(e.g. via e-mail, fax or mail). You can use the attached sample withdrawal notification form, but this is not necessary.

To prevent the time of withdrawal term, you have to send the notification of use of withdrawal right before expiry of the withdrawal term.

#### Results of withdrawal

If you withdraw from the contract, we will return your payment including the delivery costs (excluding the additional costs arising from your choice of delivery type other than the standard delivery deemed suitable by us) immediately and in fourteen days from the receipt of your statement of withdrawal at the latest. For this refund, we use the method used by you for payment provided that no other agreement has been made by you. No cost will be invoiced to you for such refund. The refund may be held until the goods or the documents confirming that the goods are returned is received by us.

You should return or deliver the goods immediately and in maximum fourteen days in any case after you notify us on your intention to withdraw from the contract. You will have complied with the term if you send the goods within fourteen days. The costs related with the return of the goods will be covered by you.

If the goods cannot be returned via regular mail due to its specifications, the costs related with the return of the goods will be covered by you. The costs are maximum EUR 20.00 for local deliveries and maximum EUR 60.00 for deliveries out of EU.

If the goods cannot be returned via regular mail due to its specifications and they are not delivered to your home by us at the end of the contract, the costs related with the return of the goods will be covered by us.

If the loss of value arises from your action which is not required for checking the qualities, specifications or functions of the goods, you will cover such value loss.

End of notification of withdrawal

#### Foreclosure of right of withdrawal

You will not be entitled to withdraw if:

goods are not previously manufactured and the buyer has specifically made a selection or order for manufacturing of the goods; or  
the goods are designed based on the personal requests of the buyer; or  
the goods are perishables or their use by dates will expire; or  
they are sealed goods not suitable for returning due to health or hygiene conditions or the seal has been removed after delivery; or  
alcoholic beverages which can be delivered minimum 30 days after the contract is signed, prices of which are specified in the contract and change beyond the control of Kral based on market conditions; or  
the goods are food, beverages or other daily consumption of goods which are delivered at the buyer's residence or business address by Feinkost Käfer with regular delivery rounds.

#### Local delivery and cargo fees

If the goods can be delivered by cargo, delivery and packaging fee for local deliveries will be EUR 5.90 for standard deliveries up to 20 kg and EUR 17.90 for express deliveries or fresh goods. Otherwise, calculation will be made with a specific agreement (e.g. delivery with a transport vehicle). Except for express deliveries or fresh goods, goods with a price exceeding EUR 300.00 will be delivered to the address free of charge. EUR 8.00 will be charged if the content and/or the delivery or invoice address is changed after the order is placed.

Käfer delivery service makes the delivery in Munich if the amount equals to or is higher than EUR 50.00. Delivery fee is EUR 18.00. Goods with a price exceeding EUR 300.00 will be delivered to an address in Munich free of charge.

#### Local deliveries

Date of delivery will be notified to you when standard delivery type is selected. In case of cash payment, delivery will be made on the fourth business day after the payment is made at the latest. In case of express delivery or delivery of fresh goods, delivery term of one day for orders placed until 12. If a supplier fails to make the delivery to Kral or delays the delivery, Kral's obligation of timely and full delivery will be removed provided that late delivery is not Kral's fault.

#### International deliveries

Online store can make deliveries to these countries except for fresh goods: Belgium, Denmark, France, Great Britain, Luxembourg, Monaco, Netherlands, Austria, Finland, Ireland, Italy, Portugal, Sweden, Spain. If the goods are to be delivered by cargo, the fee for packaging and delivery to an address abroad is EUR 23.50. Otherwise, calculation will be made with a specific agreement (e.g. delivery with a transport vehicle). EUR 8.00 will be charged if the content and/or the delivery or invoice address is changed after the order is placed.

No binding information is provided regarding the time of international deliveries.

If a supplier fails to make the delivery to Kral or delays the delivery, Kral's obligation of timely and full delivery will be removed provided that late delivery is not Kral's fault.

#### Payment

Payments are made by credit card, in cash or via PayPal. In credit card payments, the invoice amount will be taken from the buyer's credit card when the product is sent by Kral's service supplier. In cash payments, the payment will be made to the specified account during the order process. The goods will be sent after the payment is received.

In case of payment return due to misrepresentations by the buyer, the costs will be covered by the buyer.

Combined product orders (e.g. gift baskets) and changes in wines from a certain vineyard/product pictures

Combined products are packaged for delivery via mail. Gifts are received personally by you or delivered by the company's delivery service or a courier as selected by you.

Kral reserves the right to change the products with equivalent ones of the same quantity if the specified products cannot be supplied. The year can be changed for wines. Decoration products can

be displayed on product pictures; these are solely for decorative purposes and not included in the scope of delivery.

#### Delivery and transfer of risk

The risk will be transferred to the buyer after the delivery of ownership of the product. Rights and liabilities of the contract are regulated as per BGB Article 446.

The deliveries are insured on behalf of the buyer if requested by him/her.

#### Warranty

The buyer should check the product in terms of visible faults during receipt and notify any failure to the seller.

The buyer's warranty rights are not effected by this.

If the delivered product is not of the requested quality or not suitable for the use specified by the agreement or does not have the specifications stated by Kral, Kral will meet its obligation by delivering a suitable product afterwards. Multiple additional deliveries are allowed. If additional deliveries fail two times, the buyer can decrease the purchasing price (reduction) or cancel the contract (withdrawal) at his/her own discretion.

The buyer should immediately notify Kral on any fault to allow Kral investigate the complaints related with perishable products swiftly.

Crystals, potassium hydrogen tartrate and other natural emissions like residue in wines are not failures. The right to change of year as well as change of prices or pictures is reserved.

If the buyer is a consumer, the warranty term will be two years after the delivery of goods. If the buyer is a trader or a legal person, the warranty term will be one year after the delivery of goods.

#### Prices

The prices are in EURO. Unless clearly specified otherwise, prices listed by Kral are inclusive of 7% or 19% alcoholic beverage tax and VAT including standard packaging. Cargo fees are based on article 5 of these general conditions.

#### Responsibility

If the buyer is a consumer, Kral's liability in case of slight negligence will be limited to an amount estimated based on the type of product, typical for the contract and relevant to the average damage. This is applicable also for slight negligence of Kral employees, workers, agents of representatives.

If the buyer is a trader or legal person, claim requests are inapplicable independent of the type of breach of obligation except for intentional or gross breach including unfair action. Kral's liability will be limited to an estimated amount in case of gross breach of the agreement. No claim can be made for loss of profit, saved amounts, liability claims by third parties or other direct or indirect losses except when specifications guaranteed by Kral insure the buyer against such damages.

If Kral's liability is removed or limited as per Article 13.2, this will be applicable also for Kral employees, workers, agents of representatives.

Limitation of liability and exemptions specified in Articles 13.1, 13.2 and 13.3 are not applicable for claims arising from misconduct by Kral or guaranteed specifications, claims within the scope of product liability law and in case of loss of life or health.

#### Retention of title clause

Until all claims arising from Kral's legal obligations against the buyer are met, Feinkost Käfer will reserve the title of the products which will be delivered (product subject to retention of title). The buyer cannot sell or transfer the title of the products subject to retention of title clause.

If products subject to retention of title clause are acquired by third parties through lien, the buyer should declare the ownership of Kral and immediately notify Kral to ensure that Kral can defend its ownership rights. The buyer will be responsible for any cost if third parties are not capable of compensating Kral for legal and administrative costs arising from such situation.

In case of the buyer's breach of contract regarding the payment date

Kral will be entitled to terminate the contract and request the return of products subject to retention of title.

#### Data protection

Kral will use the personal data within the scope of the contract solely for the purposes of execution, amendment and implementation of this contract in accordance with BDSG (Federal Data Protection Law) Article 33 and by collecting and storing in a machine-legible format.

The buyer is entitled to request information on the scope and purpose of data collection as well as other receivers of data. The buyer is also entitled to request correction, prevention or deletion of data after the contract is executed in accordance with its purpose.

#### Final provisions

The buyer can only deduct claims which are binding or undisputed. The buyer cannot transfer its receivables from Kral.

The legal transactions between the buyer and Kral are subject to the law of the Federal Republic of Germany. The provisions of United Nations Agreement Regarding International Sale of Goods are not applicable.

If the buyer is a trader or a legal person, the courts of Bad Homburg will have jurisdiction on disputes directly or indirectly arising from this contract.

If any of these general provisions or a provision of another agreement is deemed invalid, other provisions and agreement will continue to be valid.