

# Terms and Conditions

General Terms and Conditions of Harb Trading & Contracting GmbH, Potsdamer Str. 93, 10785 Berlin.

The following conditions apply to shipping within the Federal Republic of Germany. For deliveries within the European Union (EU) and other foreign countries, special international shipping conditions apply.

## I. Conclusion of contract, confirmation of receipt of order, storage

1. Your contractual partner is Harb GmbH. Our offers of goods are non-binding as long as they do not become part of a contractual agreement. The presentation of the products in the online shop is not a legally binding offer, but a non-binding online catalog.

2. The prerequisite for the conclusion of a contract between Harb GmbH and you is that you are 18 years of age or older at the time of the conclusion of the contract. Before sending your order, you have the option of checking the data you have entered and of correcting input errors. Please check your order carefully. By sending the order, you are submitting a binding offer to conclude a purchase contract for the items you have ordered. You have the option to save or print your order after you have placed the order. The confirmation of the receipt of the order follows immediately after the technically correct receipt of your order.

The purchase contract is only concluded when we accept your order by delivery or by notification of the delivery or by a separate declaration of acceptance within the specified delivery period. You are bound to your order for a maximum of 7 days.

After submitting your order, you will receive a technical order confirmation on the website and by email. In this automatic e-mail you will find your order reproduced and our general terms and conditions with the cancellation policy as a file attachment. This order confirmation email does not yet represent an acceptance of the order, as we are first checking it. It is only intended to inform you that we have received your order.

3. We keep these terms and conditions and the other contractual provisions with the data of your order ready for you to call up during the ordering process. You can easily archive this information there by either downloading the terms and conditions and using the functions of your browser to save the data summarized in the order process in the online shop, or you can wait for the automatic order confirmation that we will also send you by e-mail after completing your order send us the address you have given. This order confirmation email once again contains the contractual provisions with the data of your order and these terms and conditions and can be easily printed out or saved with your email program.

4. The text of the contract is saved by us, but for security reasons it cannot be accessed directly by you. We offer password-protected direct access ("My Account") for every customer. With the appropriate registration, you can manage your data and view order data here. You can also contact us there using a contact form, e.g. B. to change your address or your payment method for open orders. For your security, like everything else in the login area, this is done via an encrypted connection (SSL). The current version of these terms and conditions can also be found on our website.

**II.** Prices, shipping costs for orders in our Internet shop, the prices listed in the offer at the time of the order apply.

For orders below 100 euros an extra delivery charge of 11.3 euro will be applied. For orders above 100 euro delivery is free of charge. We deliver everywhere within Germany.

Replacement for sold out vintages: Every year comes to an end once. If we receive your order when this is the case, we will deliver the following year to you, provided that it is equivalent in type and price.

### **III.** Right of withdrawal

Right of withdrawal

According to EGBGB Annex 1 to Art. 246a § 1 Paragraph 2

Clause 2. Reference: Federal Law Gazette I 2013, 3642 - 3670

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the goods. –

In order to exercise your right of withdrawal, you must inform us:

The Harb Trading & Contracting GmbH, Potsdamer Str. 93, 10785 Berlin

Email: [info@harb-gmbh.de](mailto:info@harb-gmbh.de)

Telephone: 030 - 2651627

By means of a clear statement (e.g. a letter sent by post or e-mail) or by telephone of your decision to withdraw from this contract. YOU CAN USE the attached model withdrawal form, but this is not mandatory. In order to meet the withdrawal deadline, it is sufficient for you to send the notification that you are exercising your right of withdrawal before the withdrawal period has expired.

#### - Consequences of the withdrawal

If you withdraw from this contract, we have to repay all payments that we have received from YOU, including delivery costs (with the exception of the additional costs resulting therefrom) immediately and within two days from the day on which notification We have received your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; In no case will YOU be charged any fees for this repayment. We can refuse the repayment until we have received the goods back or until you have produced evidence that you have at least and in any case within two days from the date on which you informed us of the cancellation. Inform contract to which

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to be returned or handed over. The deadline is met if you send the goods back before the period of fourteen days has expired. You bear the direct costs of returning the goods. You only have to pay for a loss in value of the goods if this loss in value is due to a handling of the goods that is not necessary for checking the condition, properties and the goods.

If you want to withdraw from the contract, YOU can use our sample withdrawal form for this, but this is not mandatory.

#### NS. Protection of minors

We only deliver to people who are over 18 years old. The parcels are also not handed over to minors. In case of doubt, the deliverer is obliged to see the recipient's identity card.

### **V. Payments, delivery, delivery reservation**

1. With us you have the option to pay as follows: Purchase on account (the invoice is issued with the delivery) Payment by direct debit (the invoice amount will be debited from your account. The direct debit can be freely revoked at any time by notifying our service department) payment with credit card Payment via PayPal Orders via our web shop can be paid for easily and securely via PayPal. If you are already a PayPal customer, YOU can log in with your user data during the checkout and confirm the payment. If you are new to PayPal, you can log in as a guest or register an account directly with PayPal and then make your purchase. The total amount of the order WILL BE debited directly from your PayPal account when the order is placed.

2. As a rule, we deliver goods within 3 working days after receipt of the order. Please refer to the offers for different delivery times. The obligation to deliver does not apply if we ourselves do not believe correctly and in good time and we are not responsible for the lack of availability. If the goods are not available, you will be informed immediately and as soon as possible.

3. Strike measures and lockouts that prevent the delivery time appropriately in the event of delivery as well as other circumstances for which we are not responsible, in particular in cases of delivery delays due to force majeure. We will often notify the buyer of the beginning and end of such obstacles.

4. We reserve the right to offer limited delivery items and special offers only in normal household quantities to conclude the contract.

5. We use Deutsche Post and DHL for mail. YOU will receive a message from us when the goods have left our house. If the delivery was not possible, you will receive a message from the carrier stating the further options.

6. Upon delivery, you should check immediately whether all the bottles you ordered have arrived in the correct number and are undamaged. Please let us know immediately if anything is wrong.

### **VI. Guarantee**

1. The guarantee takes place according to the legal regulations.

2. We value your customer satisfaction. You can contact us at any time using one of the contact channels given at the beginning. We will work on it, check your request as quickly as possible and will contact you after we have received the documents or your input or complaint. But give us a little time, as warranty cases often require the manufacturer to be involved. In the event of a complaint, YOU help us IF YOU describe the subject of the problem as precisely as possible and, if necessary, send a copy of the order documents or at least provide the order number, customer number, etc. If you do not receive a response from us within 14 days, please ask. In rare cases, e-mails may have got

stuck with us or with you in spam filters, or a message by other means did not reach you or was not received.

## **VII.** Data protection

You can find details on the collection and use of your personal data in our data protection regulations, which also contain information on credit checks, in the context of which values are calculated for the probability of a payment default, and your address details are also recorded.

## **VIII.** Place of jurisdiction, partial invalidity, applicable law

1. Only in business dealings with business people and with legal entities under public law is our place of business agreed as the place of jurisdiction for all legal disputes about these terms and conditions and individual contracts concluded under their validity, including actions for bills of exchange and checks. In this case, we are also entitled to sue at the customer's registered office. In business dealings with consumers, the legal place of jurisdiction applies.
2. Should individual provisions of the delivery contract and these general terms and conditions be or become wholly or partially ineffective, this shall not affect the validity of the remaining conditions. The ineffective condition is to be replaced by a provision that most closely approximates the will of the parties without being ineffective.
3. The law of the Federal Republic of Germany gilds all legal transactions or other legal relationships with us. The UN Sales Convention (CISG) and other international agreements, even after their adoption in German law, do not apply. This choice of law includes that the customer with habitual residence in one of the countries of the EU or Switzerland will not be deprived of the protection granted by mandatory provisions of the law of this country.

Harb Trading & Contracting GmbH reserves the right to change these general terms and conditions and the scope of services. The current version of the general terms and conditions can be found at <https://europe.chateauksara.com/europe-orders/>

Your Harb Trading & Contracting GmbH as the service provider for CHATEAU KSARA S.A.L.

Alternative dispute resolution according to Art. 14 (1) ODR-VO and § 36 VSBG:

The European Commission provides a platform for online dispute resolution (OS), which you can find at <http://ec.europa.eu/consumers/odr/>. We are neither obliged nor willing to participate in a dispute settlement procedure before a consumer arbitration board.