



Hanseatisches Wein- und Sekt-Kontor Hawesko GmbH

Terms and Conditions of Purchase

Terms and Conditions for Purchase of Wine, Food and Accessories
for the company **Hanseatisches Wein- und Sekt-Kontor Hawesko GmbH**

Version 1st November 2023

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buyer or product manager.

Terms and Conditions for Purchase of Wine, Food and Accessories for the company Hanseatisches Wein- und Sekt-Kontor Hawesko GmbH

Preamble

The Hanseatisches Wein- und Sekt-Kontor Hawesko GmbH ("Hawesko GmbH) is a company of the Hawesko Holding AG, Germany's leading wine merchant for premium wines and champagnes.

These General Terms and Conditions apply to Hawesko GmbH, Tesdorpf GmbH, The Wine Company Hawesko GmbH und Enoteca Enzo – Hanseatisches Wein- und Sekt-Kontor Hawesko GmbH.

The supplier declares that he knows the German regulations relating to food-stuffs and especially those concerning wine. The supplier declares further that he knows the regulations concerning sparkling wine in Germany.

1. Preliminaries

Hawesko GmbH only places orders on the basis of its general terms and conditions of purchase. Other terms and conditions shall have no legal efficacy, even if Hawesko GmbH raises no opposition against them. Where Hawesko GmbH accepts delivery without further statement this does not ever create a presumption that it has accepted the terms and conditions of the deliverer. Upon submission of an offer or acceptance of an order, the supplier is to make a declaration acknowledging acceptance of Hawesko GmbH's general terms and conditions of purchase. Where no such declaration has been made, acceptance of Hawesko GmbH's general terms and conditions of purchase is, in any case, presumed when the supplier processes the order. These general terms and conditions of purchase shall apply to all future business relations as may arise between Hawesko GmbH and the supplier.

2. Conclusion of the Agreement

1. If the supplier does not accept an order placed by Hawesko GmbH within three days of receiving the relevant fax or e-mail, Hawesko GmbH is entitled to cancel the order.
2. Orders placed by fax or e-mail are valid even in the absence of a signature.
3. If the supplier makes an offer on the basis of an order of Hawesko GmbH, he shall comply exactly with the order. If the supplier's offer differs from this order, he explicitly notifies Hawesko GmbH of the changes.

3. Time of Delivery – Delay of Delivery- Passing of Risk

1. Agreed delivery dates are binding; the supplier is in default of an agreed delivery date when that date has elapsed without delivery having been effected and there is no requirement that a reminder be sent. A delivery date and/or a delivery deadline are based on the agreed Incoterms.

2. If the supplier has knowledge that, due to whatever reasons, a delivery date cannot be complied with, he must report this promptly in writing to Hawesko GmbH stating the reasons for the delay and its likely duration.
3. If the supplier caused the delay, Hawesko GmbH is entitled to demand 1 % of the net order value as damage per working day exceeding the agreed day of delivery, up to a total amount of 20 % of the net order value. The supplier may supply evidence that Hawesko GmbH has sustained a lower or no damage. Hawesko GmbH is entitled to assert further claims, especially claims for damages, as far as they arise. In this case any damage paid according to sentence 1 of this clause will be taken into account.
4. The transfer of perils complies with the agreed Incoterms.

4. Shipment/Packaging

1. Each consignment must be accompanied by the documents mentioned in attachment 2; the documents so placed as to be immediately accessible for the acceptance of the goods to take place. The goods shall be delivered on pallets corresponding precisely to the definition contained in attachment 1.
2. Damages arising from faulty packaging or incomplete/inaccurate documentation shall be the responsibility of the supplier.
3. Where the packaging does not correspond to the requirements set out in these terms and conditions or other agreements and where it is then necessary to re-package the goods or make additions to the existing packaging, the supplier shall resituate all connected costs incurred by Hawesko GmbH.
4. Should products, pallets and overwrapping not match with our requirements (Labels with defects, pallets with the wrong size etc.) and create, because of this, a delay (repackaging, delivery of new goods...), so the provisions on delay in delivery stipulated in clause Part 3 § 3.3. apply.

5. Obligation to Label

If the supplier is also the manufacturer of the product or if he has obtained the product from a third country and introduced it to the European Economic Area, he undertakes to indicate his name and address on the product or the product's packaging.

6. Duty to Inform – Inspection Obligations

1. The supplier undertakes to provide Hawesko GmbH with any information relevant for the assessment of Hawesko GmbH's duties in connection with the delivered goods, in particular the duties based on placing the goods on the market, unrequested and without any delay.

2. The supplier shall check and ensure that the contractual products, together with the product descriptions and the labels (back and front labels) comply with all legal obligations to provide information, in particular with regard to food law and consumer law, and in particular with the wine law regulations in the Federal Republic of Germany and Europe.
3. This applies both in the event that the design and print data of the labels are made available to the supplier by Hawesko GmbH or a company affiliated with Hawesko GmbH (Tesdorf GmbH, The Wine Company Hawesko GmbH und Enoteca Enzo – Hanseatisches Wein- und Sekt-Kontor Hawesko GmbH) (own brands) as well as in the event that the supplier creates the design and content of the labels himself.

7. Conditions of Payment – Reservation of Property Rights

1. The duration of the period for payment shall be agreed upon the placing of an order. The period for payment begins with the receipt of the original invoice, but not, however, before delivery of the goods free of defects. Exceptions to this must be agreed in writing. At our preference, payment shall be made either by cheque for deposit or by bank transfer. For the purposes of the above-mentioned payment periods agreed upon, payment is effected either when the cheque is posted, or alternatively when a bank transfer order has been made at our usual bank of business.
2. Payment of the seller's invoice shall not be considered as acceptance of the seller's delivery or as acceptance of the goods and services being as agreed upon. To the extent that the supplier has failed to comply with its contractual obligations, Hawesko GmbH is entitled to retain an appropriate amount of the due payment or to exercise its right of set-off. The right to make deductions or likewise to opt for set-off may be carried over to another legal relationship that exists between the parties.
3. The ownership of the delivered goods shall pass on to Hawesko GmbH when full payment - or reduced payment in accordance with passage 2. – is made, at the latest. Any extended, expanded or other retention of title is excluded and respectively invalid.
4. The supplier is not entitled to assign any claim against Hawesko GmbH to a third party without Hawesko GmbH's written consent. Hawesko GmbH shall not unreasonably withhold its consent.
5. The supplier is may solely set off claims against Hawesko GmbH to the extend such counterclaims are undisputed or bindingly established in court.

8. Liability for Defects in Title and Quality - Indemnification

1. The supplier is liable for all forms of contractual breach governed by the law, in so far as have not already been provided for within these terms and conditions of purchase.
2. In the event of claims by third parties, the supplier shall indemnify Hawesko GmbH or the affected company affiliated with Hawesko GmbH (Tesdaorf GmbH, The Wine Company Hawesko GmbH und Enoteca Enzo – Hanseatisches Wein- und Sekt-Kontor Hawesko GmbH), against claims by third parties arising from possible infringements, in particular with regard to No. 5 and 6, at first request and shall bear all costs incurred by the affected company in this connection.

9. Warranty for Defects as to Quality and Defects of Title

1. The warranty given by the supplier is based upon the statutory provisions and upon possible guaranties, except where other conditions are set out hereunder.
2. In the case where purchase is made on the basis of samples, the quality of which has been accepted by Hawesko GmbH, the supplier guarantees that the goods delivered shall correspond in all material aspects to the characteristics of the said samples. Where there is any deviation, the supplier shall promptly inform Hawesko GmbH in writing. Deliveries that do not correspond to the relevant samples are only then accepted with the prior express and written agreement of Hawesko GmbH. The usual legal remedies in connection with these terms and conditions of purchase remain open to Hawesko GmbH.
3. The supplier is obliged to deliver the goods without defects to their appearance. In particular, the labels must be free of any printing defects and labelled according European Union directives, and, moreover, must be properly attached. Furthermore, the goods and the packaging must be in a clean condition.
4. In the context of the incoming goods control Hawesko GmbH only checks for obvious derogations in quantity and quality. In the case of the discovery of a defect, Hawesko GmbH promptly notifies the supplier. Besides, Hawesko GmbH promptly notifies the supplier of any defects detected in the ordinary course of business. The notice is deemed to be promptly if it reaches the supplier within 14 days. For obvious defects, this period begins with the incoming goods control. For other defects it begins with the detection of the defect. Insofar, the supplier waves the plea of a belated notice of defect.
5. Upon notification, the supplier remedies the defects on his own expense and bears all additional expenses that may arise out of the defect. Hawesko GmbH may choose between the remedy of the defect and the replacement of the defect goods. With the processing of the supplementary performance, the supplier acts in accordance with the operative needs of Hawesko GmbH. The remedy of the defect shall be deemed to be failed after the first unsuccessful attempt. During the time the goods are not in Hawesko GmbH's possession the supplier bears the risk. If the replaced or repaired good still shows defects, Hawesko GmbH can

rely on the rights granted by the law and by these terms and conditions of purchase.

6. In case the supplier does not remove the defect in a reasonable timeframe, in case the delimitation of the defect is deemed to be failed or in case the appointment of a due date is dispensable, Hawesko GmbH may claim other rights provided for by the law at its choice. Also in the case minor derogations from the order or reduction of the usability, Hawesko GmbH has the right to rescind the contract and to claim for full compensation. Further rights provided by the law or deriving from guarantees remain unaffected.
7. In case of urgency (in particular in cases of endangerment of operating safety, danger of exceptionally high damages, and in order to maintain the ability to supply subpurchasers) and in the case of default on the elimination of defects Hawesko GmbH is entitled to remove the defect by itself, to charge a third party with it or to order a replacement delivery of a third party, if the supplier cannot do it under the same conditions. The supplier has to bear the costs. Hawesko GmbH only has the above mentioned rights, if it instructed the supplier beforehand and if an appropriately short period of time passed for the supplier to deliver a replacement or remove the defect, provided it is possible for Hawesko GmbH to fix a deadline. Hawesko GmbH also has the right to eliminate minor defects by itself, if the elimination by the supplier would disturb Hawesko GmbH's operating schedule.
8. The warranty period lapses after 36 (thirty-six) months. It commences with the transfer of risk according to clause III. 4. of these terms and conditions of purchase. The limitation period is suspended for the time between the dispatch of the notice of defects and the fulfilment of the claim. In case of the rectification of the defect by the supplier the limitation period begins anew.
9. Claims that are already in existence at the beginning of the warranty period or that arise during the warranty period itself become statute-barred according to the provisions of the relevant statutes. The limitation begins to run at the time that the claim arises.
10. If Hawesko GmbH sells the goods obtained by the supplier to a consumer, the provisions of §§ 478f. BGB (German Civil Code) regulating the supplier's regress are applicable.

10. Protected Rights (including Intellectual and Industrial Property Rights)

1. The supplier is obliged to ensure that all deliveries are free of third party rights and particularly that the delivery and making use of the delivered goods do not infringe third party rights, especially patents, utility patents, registered and unregistered designs and trademarks in Germany. As far as the supplier knows that his products are marketed by Hawesko GmbH in certain other countries, the above mentioned condition applies to these countries as well. The supplier shall indemnify Hawesko GmbH and its customers upon first request from all third party claims arising from infringement of protected rights pertaining to the latter, and, moreover, the supplier shall bear the costs that are incurred by Hawesko GmbH in such instances, as far as he is responsible.

2. Using the duty of due care of a competent business entity, Hawesko GmbH is entitled, at the cost of the supplier, to procure permission from the holders of the relevant rights to make use of the necessary delivery materials and services.
3. The Supplier hereby grants to Hawesko GmbH and the companies affiliated with Hawesko GmbH (Tesdorpf GmbH, The Wine Company Hawesko GmbH und Enoteca Enzo – Hanseatisches Wein- und Sekt-Kontor Hawesko GmbH) the non-exclusive right to use and exploit the photographic works and/or photographs (“photos”) made available within the scope of this contractual relationship with no limitation as to time, place and content. Hawesko GmbH and the companies affiliated with Hawesko GmbH (Tesdorpf GmbH, The Wine Company Hawesko GmbH und Enoteca Enzo – Hanseatisches Wein- und Sekt-Kontor Hawesko GmbH) shall be permitted to comprehensively use and exploit the photos in commercial communications and online/offline advertising (including television).
4. Supplier warrants and represents that he is the holder of the transferred rights, is legally entitled to grant these rights and that the transfer or contractual use of the photos by Hawesko GmbH and the companies affiliated with Hawesko GmbH (Tesdorpf GmbH, The Wine Company Hawesko GmbH und Enoteca Enzo – Hanseatisches Wein- und Sekt-Kontor Hawesko GmbH) does not conflict with any rights of third parties. In this respect, Supplier shall indemnify Hawesko GmbH and the companies affiliated with Hawesko GmbH (Tesdorpf GmbH, The Wine Company Hawesko GmbH und Enoteca Enzo – Hanseatisches Wein- und Sekt-Kontor Hawesko GmbH) on first demand against any and all claims asserted by third parties. Any measures taken by Supplier to defend against claims asserted by third parties shall be coordinated with Hawesko GmbH beforehand.

11. Product Liability - Regress

1. In the event of a product liability or other legal claim being brought against Hawesko GmbH, the supplier shall indemnify Hawesko GmbH from such claims upon first request to the extent the seller would be liable in relation to third parties or in case he was liable to Hawesko GmbH and/or third parties according to these terms and conditions and/or according to other contractual agreements. If Hawesko GmbH takes precautionary measures to prevent claims resulting from product liability (e.g. public warning, or product recalls), the seller will reimburse the costs of those measures, as far as they were necessary in nature and scope. Hawesko GmbH will notify the seller before taking any such measure. As far as Hawesko GmbH has contributed to such defects, the supplier may call on Hawesko GmbH to contribute to making compensation. If the liability is based on foreign product liability rules, the seller is only liable if he knew or negligently did not know that the goods would be shipped to that country.
2. The supplier undertakes to conclude a product liability insurance with a reasonable coverage sum for personal injuries and property damages and to maintain it during the whole period of business relationship with Hawesko GmbH. Hawesko GmbH is entitled to ask the supplier for a cover note by the insurer.

12. Extraordinary Right of Rescission

1. Hawesko GmbH has the right to resign from the contract in case of non-solvency of the supplier, or if the opening of insolvency proceedings is applied for. The same shall apply in case the insolvency proceedings are already opened and/or the opening is denied because of the lack of available assets. In the case of Hawesko GmbH resigning from the contract §§ 346 ff. BGB shall apply.
2. If due to acts of god like natural diseases, riots, governmental measures, strikes, lockouts, and without default of Hawesko GmbH, Hawesko GmbH's demand or the demand of its purchasers decreases or Hawesko GmbH or its purchasers are prevented from taking over the ordered goods, Hawesko GmbH shall not be bound by a purchase commitment for the scope and the duration of the hindrance. Alternatively, Hawesko GmbH has the right to withdraw from the contract.

13. Confidentiality

The contractual parties mutually agree to ensure the confidentiality of any commercial or technical information, not already in the public domain, as is revealed during the course of their business relationship, unless either party is able to prove that it was already in possession of such information before it was disclosed by the other contractual partner, or that it received the information from a third party not bound by a duty of non-disclosure regarding the information in question. Sub-contractors and employees are likewise bound by this the duty to keep such information confidential.

14. Final Conditions

1. Should any part of these general terms and conditions of purchase prove to be legally invalid, the remainder shall remain effective.
2. The supplier is not entitled to sub-contract this agreement or a substantial part thereof to a third party without the prior written consent of the Hawesko GmbH.
3. Hawesko GmbH will handle data relating to the individual in accordance with the provisions of the German Data Protection laws and of the General Data Protection Regulation (Datenschutz-Grundverordnung DSGVO).
4. Where it is not expressly otherwise agreed, the place of performance for the part of the supplier is that shipment address or processing point demanded by Hawesko GmbH. All other obligations of the contractual parties are to be performed at Tornesch.
5. Instances of legal dispute arising from the contractual relationship where the supplier is a competent commercial entity, or is a legal person or is a separate estate under public law are solely to be heard at that court responsible for the jurisdiction of Tornesch. Hawesko GmbH is moreover entitled to pursue claim against suppliers at any other competent court.

6. This contract is subject to German Law only, International Private Law and the United Nations Convention on Contracts for the International Sale of Goods being excluded.

Attachment 1 Requirements for pallets and cartons

1.1 Registration/identification of pallets

- Pallets must be strictly separated (pre-sorted) by batch and product
Exceptions must be confirmed in advance. With mixed pallets, the product of greatest quantity must be placed at the bottom. Please contact the procurement manager.
- Pallet adhesive labels for all articles, including food articles (according to EU-VO 178/2002), with article number, amount and best-before date (only for food) respectively batch number (lot number) on page DIN A4 on the narrow side (please see next page)

1.2 Proportions / Makeup of pallets

- Only undamaged original Euro Exchange Pallets (1200 x 800 mm) Grade A
- Maximum height: 1.70 m incl. pallet.
- Maximum weight: always 800 kg. Exceptions may be possible only after consultation with the procurement manager
- Larger dimensions not permissible, no oversize
- Each tier of cartons is offset over that tier below it (tying in)
- The pallets must be sealed with plastic, tightly wrapped (larger dimensions of sealed plastic is not allowed)
- For wine imports, loose stacking in the container, alternatively slip sheets

1.3 Outer package: cartons / wooden Cases

- Robust, individually transportable package with internal dividers / guillotine over the entire length of cardboard and bottles. Tight cartons with double flute at least E/E
- Carton imprint with batch number (lot number), best before date (only for food articles), article number and article description

Pallets Registration / Pallets adhesive labels

Sample Food / Muster Food	Sample Wine / Muster Wein
<p>consignee / Empfänger</p> <p>delivery address / Lieferadresse</p> <p>order no. / Bestellnr.</p> <p>article no. / Materialnr.</p> <p>identification / Artikelbezeichnung</p> <p>Vintage / Jahrgang</p> <p>content / Füllmenge</p> <p>lot nr.- best before / Losnr. -MHD</p> <p>no. of pallets / Anzahl Paletten</p> <p>no. of boxes - pieces per box = total quantity/pallet Anzahl Kartons - Stück per Karton = Gesamtmenge Palette</p>	<p>consignee / Empfänger</p> <p>delivery address / Lieferadresse</p> <p>order no. / Bestellnr.</p> <p>article no. / Materialnr.</p> <p>identification / Artikelbezeichnung</p> <p>Vintage / Jahrgang</p> <p>content / Füllmenge</p> <p>lot nr. / Losnr.</p> <p>no. of pallets / Anzahl Paletten</p> <p>no. of boxes - pieces per box = total quantity/pallet Anzahl Kartons - Stück per Karton = Gesamtmenge Palette</p>
Example Food / Beispiel Food	Example Wine / Beispiel Wein
<p>Hawesko GmbH</p> <p>IWL Grosser Moorweg 24 25436 Tornesch</p> <p>4500001000</p> <p>3146941</p> <p>fine chocolate</p> <p>-</p> <p>70 g</p> <p>L 1694 / 30.06.2020</p> <p>pallet 1 of 23</p> <p>50 boxes - per 12 packages = 600 packages Palette 1 von 23</p> <p>50 Kartons - à 12 Packungen = 600 Packungen</p>	<p>Hawesko GmbH</p> <p>IWL Grosser Moorweg 24 25436 Tornesch</p> <p>4500001000</p> <p>3146941</p> <p>Valpolicella superiore</p> <p>2001</p> <p>750 ml</p> <p>L 1694</p> <p>pallet 1 of 23</p> <p>50 boxes - per 12 bottles = 600 bottles Palette 1 von 23</p> <p>50 Kartons - à 12 Fl. = 600 Flaschen</p>

2. Requirements for documents

1.1 Which documents do you need?

1.1.1 Goods of EU origin

When shipping goods of EU origin, the following documents must be included:

- EMCS / eVD is required
- Delivery note

1.1.2 Non-EU origin

When shipping goods of Non-EU origin, the following documents must be included:

- Original VI1 document incl. original copy, incl. analysis description, commercial invoice and Bill of Lading (please copy of the VI1 per fax in advance)
- EUR 1, if existing
- Copy of invoice
- Analysis description per lot number

1.2 Content of documents

1.2.1 VI1 Document

The original VI1 Document, incl. the original copy, must include the following information:

- Name and address of the shipper
- Name and address of the recipient
- Reference number to ascertain the identity of the consignment (printed form)
- Date of issue and date of dispatch
- Description of the consigned goods
 - Trade name (label indications: name of the producer and vineyard with geographic origin, brand name, vintage, grape variety, quality indication, batch or lot number, fill-up quantity, special notes like hand-picked, fermented in oak, name of a particular vineyard, etc. ...)
 - Name of the country of origin (e.g. Chile)
 - Geographic indication if applicable for the wine
 - Actual alcoholic strength
 - Colour of the produce (only "red", "rosé" or "white")
 - CN Code (Combined Nomenclature) / Classified Index of Goods
- Total volume in litres

- Analysis report with following indications:
 - Total alcoholic strength
 - Actual alcoholic strength

- Total dry extract
- Total acidity
- Total sulphur dioxide
- Volatile acidity
- Citric acidity
- If relevant, indication of hybrid origin or other varieties that do not belong to *vitis vinifera*

1.2.2 EMCS Document (see specifications from our order)

The EMCS document must contain the following information:

- Name and address of the shipper together with the appropriate excise (purchase) tax number as well as the VAT number.
- Name and address of the recipient together with the appropriate excise (purchase) tax number as well as the VAT number.
- Attention, the recipient of the goods is our shipper
- Delivery address: Hawesko GmbH, c/o IWL, Grosser Moorweg 24, 25436 Tornesch, Germany
- Reference number to ascertain the identity of the consignment
- Date of issue and date of dispatch
- Description of the consigned goods
 - Trade name (label indications: name of the producer and vineyard with geographic origin, brand name, vintage, grape variety, quality indication, batch or lot number, fill-up quantity, special notes like hand-picked, fermented in oak, name of a particular vineyard, etc.)
 - Name of the country of origin
 - Geographic indication if applicable for the wine
 - Actual alcoholic strength
 - Colour of the produce (only “red”, “rosé” or “white”)
 - CN Code (Combined Nomenclature) / Classified Index of Goods
- Total volume in litres
- Actual alcoholic strength
- Total alcoholic strength

1.2.3 Delivery Note

- In duplicate for delivery of goods
- Incl. annotation of best-before date (food)
- Incl. annotation of batch number (wine)
- Incl. annotation of lot number(s)
- Incl. annotation of EAN code (GTIN13 or GTIN14)
- HAWESKO order number
- Item description including alcohol content of each item on the order
- Exact number of bottles per position
- Total weight including pallet per shipment
- For organic products, the supplier’s eco-control-number must be mentioned

1.2.4 Commercial Invoice

See point 3 of “Important Requirements”

1.2.5 Analysis description for wine, sparkling wine, spirits

Every lot number delivered must be accompanied by an analysis of the contents covering the following parameters:

- Actual alcoholic strength (vol. %)
- Density
- Total acidity of the wine, calculated as tartaric acidity (acetic acid x 1,531= tartaric acid)
- Dry extract
- Residual sugars
- pH value
- SO₂; free (after deduction of reducing substances) and total
- Volatile acidity calculated as acetic acid
- Pressure of sparkling wines and petillant (semi-sparkling) wines

1.2.6 Note for organic products

- You must advise us the organic/eco number of the wine or product, and if applicable the eco-control-number of the intermediary
- The supplier’s eco-control-number must be written on the delivery note as well as on the commercial invoice
- Copy of the organic/eco certificate from the producer and the intermediary with the eco certification number and the name of the certifying institution must be sent to us.
- BIO information must be also on the carton