

# Standard Business Terms and customer information

## I. Standard business terms

### § 1 Basic provisions

(1) The following terms and conditions shall apply to all contracts that you, as the supplier (Delicando GmbH), have concluded with us via the website [www.bigspirits.com](http://www.bigspirits.com), unless otherwise agreed upon in writing by the parties. Deviations or conflicting terms and conditions shall be applicable only upon our express consent.

(2) We shall only offer our goods for sale if you are a natural or legal person or a legal private company, who, when concluding a legal transaction, is running its commercial or independent business (entrepreneur). Conclusion of a purchase contract with the consumers shall be excluded.

### § 2 Conclusion of the contract

(1) The subject-matter of the contract is the selling of products. The key features of the goods can be found in the respective quote.

(2) Our offers on the website are non-binding and are not a binding offer to conclude a contract.

(3) You can make a binding contractual offer (order) by telephone, e-mail, fax, mail or via the online shopping cart system.

When purchasing via the online shopping cart system, the goods intended for purchase are placed in the "shopping cart". You can use the corresponding button in the navigation bar to call up the "Shopping Cart" and make changes there at any time. After clicking the button "Checkout" or "Proceed to order" (or similar designation) and entering the personal data as well as the payment and shipping conditions, all order data are finally displayed again on the order overview page.

Before the order is sent, you can re-check all the data, change it (which can also be done via the internet browser's 'back' function) or cancel the purchase transaction.

When you submit an order by clicking the relevant button, you submit a binding offer to us.

You then receive an automatically-generated email regarding the receipt of your order. This email does not yet lead to the conclusion of a contract.

(4) The offer is accepted (and the contract therefore concluded) after ordering by telephone immediately or at the latest within 5 days by a confirmation in written form (e.g. email), which confirms implementation of the order or delivery of the goods (order confirmation). If you do not receive a message to that effect during this period, the order shall no longer be binding. In such a case, any services rendered shall be refunded immediately.

(5) We submit individual offers upon request, which shall be sent to you as a hard copy and which we shall be binding for us for a period of 5 days. You can accept the offer by sending us a written confirmation.

(6) The execution of the order and the sending of all the details necessitated by the conclusion of the contract take place via e-mail, in a partially-automated manner. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed. In particular, you have to ensure that the respective e-mails are not blocked by a SPAM filter.

### § 3 Prices, payment terms and shipping costs

(1) The prices stated in the respective offers are net prices. They do not include the statutory VAT.

(2) The dispatch expenses incurred are not included in the purchase price; they are separately accounted unless the delivery is promised to be free of cost. You can find more details under a correspondingly designated button on our Internet website or in the relevant offer.

(3) If delivery is made to countries outside of the European Union, we may incur unreasonable additional costs, such as duties, taxes or money transfer fees (transfer or foreign exchange fees charged by the banks), which you must bear.

(4) You must also bear the costs arising from money transfers in cases in which the delivery is made to an EU Member State, but the payment is initiated outside of the European Union.

(5) Payment options are displayed using a correspondingly designated button on our Internet website or in the relevant offer. If no other payment period is stated on the invoice or in case of individual payment types, the payment claims from the signed contract are immediately due for payment. Discount deduction is permissible only if it expressly stated in the relevant offer or in the invoice.

### § 4 Delivery conditions

(1) The probable delivery date is stated in the respective offer. Delivery dates and terms of delivery are binding only if they have been confirmed by us in writing. With the prepayment method via transfer, the dispatch of the goods does not take place until after our receipt of the full purchase price and the dispatch costs.

(2) If a product ordered by you is not available, contrary to expectations despite a timely completion of the relevant covering transaction, for reasons for which we are not responsible, you shall be informed about the non-availability without delay and in case of a withdrawal, the payments that have already been made by you shall be reimbursed immediately.

(3) The shipping shall take place at your risk. If you wish, the goods shall be shipped with a suitable transport insurance and the costs arising from the same shall be borne by you.

(4) Part deliveries shall be permissible and can be independently specified by you, provided this does not incur additional shipping costs for you.

### § 5 Warranty

(1) The warranty period shall last for one year from the delivery of the goods. The reduction in time-limit does not apply:

- to damages culpably attributable to us arising from injury to life, limb or health and for other damages caused by wilful intent or gross negligence;
- insofar as we have wilfully concealed the defect or accepted a warranty for the quality of the goods;
- to goods which are used for a building in accordance with their normal use instructions and whose defects were caused by this;
- for statutory recourse claims, which you have against us in connection with warranty rights.

(2) In terms of the quality of the goods, only our own information and the product description of the manufacturer shall be deemed to have been agreed, and not other advertising, public promotions and statements made by the manufacturer.

(3) In case of defects, we provide guarantee through repair or replacement at our own discretion. If the defect is not removed, you can demand a reduction in the price or withdraw from the contract at your discretion. The defect removal is applicable after a failed second attempt, unless the circumstances prove otherwise, in particular due to the nature of the object and/or defect or other conditions. In case of repair, we must not bear the additional costs, which arise from the transfer of the item to a place other than the place of fulfilment, as far as the transfer does not correspond to the intended use of the item.

## **§ 6 Right of retention, retention of title**

(1) You can exercise the right of retention only if it concerns claims from the same contract relationship.

(2) The goods shall remain our property until the full settlement of all claims from the ongoing business relation. Pledging or assigning the goods as security before the transfer of property of the reserved goods is not permitted.

(3) You can resell the goods in the proper course of business. For this, all claims that arise from the resale in the amount of the invoice price shall be assigned to us already now; we shall receive the assignment. You shall be further authorised to collect the claim. If you do not properly meet your payment obligations, we shall reserve the right to collect the claim.

(4) In the event of connecting and blending goods that are subject to retention of title, we shall acquire co-ownership in the proportion of the goods' invoice value in relation to other processed items at the time of processing.

(5) We shall be under obligation to release securities that are due to you if and when the feasible value of our securities exceeds the claims that are to be secured by more than 10%. The choice of the securities to be released shall reside with us.

## **§ 7 Choice of law, place of fulfilment, jurisdiction**

(1) The German law shall apply with the exclusion of the UN purchasing law.

(2) The place of performance and place of jurisdiction shall be our registered office, insofar as you are an agent, legal entity under public law or a special fund under public law. The same shall apply if you have no general jurisdiction in Germany or the EU.

## **§ 8 Protection of minors**

(1) For the sale of goods, that are subject to the regulations of child welfare protection law, we only deal with contractual relationships with customers who have reached the legally prescribed minimum age.  
Any age restrictions are referred to in the respective item descriptions.

(2) By submitting your order, you assure that you have reached the legally prescribed minimum age and that your details as regards your name and your address are correct. You are under obligation to ensure that only you or other persons authorised by you to accept the delivery, who have reached the legally prescribed minimum age, can take delivery of the goods.

(3) As long as we are under obligation by the legal provisions to carry out an age verification, we instruct the logistics service provider commissioned with the delivery to hand over the delivery only to persons who have reached the legally prescribed minimum age, and in case of doubt, to request for the identity card of the person accepting the product for the purpose of age verification.

(4) As far as we show, beyond the legally prescribed minimum age in the respective item description, that you must have completed 18 years of age to be able to purchase the item, the aforementioned sections 1-3 are applicable providing that instead of the legally prescribed minimum age, the legal age must be reached.

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## **II. Customer information**

### **1. Identity of the provider**

Delicando GmbH  
Nöstlstraße 2  
A-8160 Weiz  
Austria  
telephone number: +43 3172 32 10-22  
E-Mail: office@bigspirits.com

### **2. Information regarding the conclusion of the contract**

The technical steps for forming the contract and the formation of the contract, as well as the scope for correction are carried out as per the stipulation of § 2 of our General Terms and Conditions (part 1).

### **3. Contractual language, saving the text of the contract**

3.1 Contract language shall be English.

3.2 The entire contract wording shall not be saved by us. Before the order or request is submitted the contract information can be printed using the print function on the browser or saved electronically.

These SBTs and customer details were created by the lawyers specialising in IT law who work for the Händlerbund, and are constantly checked for legal conformity. Händlerbund Management AG guarantees the legal security of the texts and assumes liability in case warnings are issued. More detailed information can be found on the following website: <https://www.haendlerbund.de/de/leistungen/rechtssicherheit/agb-service>.

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