

GENERAL TERMS and CONDITIONS

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1. General provisions, contracting party, scope of application

1.1 These General Terms and Conditions ("Terms") are applicable to all our offers, deliveries and services, including but not limited to the purchase of products via our online shop at www.stift-klosterneuburg.at/shop ("**Online Shop**").

1.2 Orders can be placed only by customers whose seat, domicile or habitual place of abode is in the European Union. The order of a legally competent customer (age 18 years and older) is an offer to enter into a purchase contract.

1.3 By registering and/or placing an order via our Online Shop, the customer acknowledges these Terms and waives the application of his own terms and conditions, including but not limited to any defense clauses.

1.4 These Terms apply (i) to contracts between us and customers who enter into the legal relationship in the course of their business pursuant to Section 1 (2) of the Austrian Consumer Protection Act (*KSchG*) ("**Business Undertakings**") and (ii) in consideration of mandatory provisions of the Consumer Protection Act also to contracts between us and customers for which the legal relationship executed with us does not form part of their business pursuant to Section 1 (2) *KSchG* ("**Consumers**").

1.5 These Terms are always valid as updated on the respective contract execution data; an updated version is available at our business seat. The customer can inspect and download these Terms online at www.stift-klosterneuburg/shop/agb. At the customer's request, we will also send these Terms by post.

2. Offer, order and conclusion of contract

2.1 Our offers, price lists, prospectuses and other information given in the Online Shop, particularly regarding prices, availability and delivery periods are without engagement.

2.2 In transactions with Business Undertakings, the customer shall be deemed to have accepted in advance minor or other changes regarding service and supply obligations the customer can reasonably be expected to accept. The same rule shall apply especially for deviations induced by the goods.

2.3 Our offers always represent a request for the customer, by placing an order, to make a binding offer to us for the conclusion of a purchase contract ("**Order**").

2.4 The online ordering process involves the following steps:

- Select the desired goods;
- Enter details to register in the Online Shop (first name, last name, address, e-mail address, telephone); after initial registration, only e-mail address or user name and password are required to log in;
- Customer to confirm pre-contractual information for consumers and Terms and Conditions;
- Select payment;
- Review details in shopping cart;
- Click on "Order with obligation to pay" to submit order;
- Customer to receive e-mail acknowledging receipt of his order, containing order details, information on his right of withdrawal and a model withdrawal form.

2.5 By submitting an online order, the customer makes a binding offer to conclude a purchase contract on the goods in the shopping cart. By submitting the order, the customer acknowledges the pre-contractual information for consumers and these Terms and Conditions as solely governing the legal relationship with us.

2.6 When goods were ordered electronically (e.g. via the Online Shop), we will immediately confirm receipt of the customer's order by sending an e-mail to the address given in the order. However, our acknowledgment of receipt does not mean that we accept the customer's order; it is given for information only to confirm that we have received the order. The fact that we accept the customer's offer to conclude a contract is expressed by delivery of the goods or an express statement.

2.7 We may accept or reject the offer to conclude a contract expressed by the customer's order within 30 days after receipt of the order.

3. Retention of title

3.1 We will remain the owner of the goods delivered to the customer until the purchase price and all ancillary charges were paid in their entirety; with handover of the goods the customer shall bear the risk of the goods' accidental loss.

3.2 The customer shall treat the goods with care as long as we are the owner of the goods. The customer shall notify us without delay if any third party accesses the goods which we still own as well as of any damage to or loss of those goods. The customer may neither dispose of nor encumber goods still owned by us, except with our prior written consent.

3.3 Should goods still owned by us be attached, the customer shall inform us without delay and take all measures to procure the closure of attachment proceedings. If insolvency proceedings are applied for or opened in respect of the customer's assets, we may demand surrender of and/or collect the goods still owned by us and, in our discretion, insist on maintenance of the contract.

4. Consumer's right of withdrawal

4.1 Save where legal exceptions apply, consumers have the right to withdraw from a contract without giving any reason.

4.2 The withdrawal period will expire after 14 days from the day on which the consumer, or a third party other than the carrier and indicated by the consumer, acquires physical possession of the goods - in the case of multiple goods ordered by the consumer in one order and delivered separately, acquires physical possession of the last good.

4.3 To exercise the right of withdrawal, the consumer must inform us (Weingut Stift Klosterneuburg GmbH, Stiftsplatz 1, 3400 Klosterneuburg, phone: 02243 411-522, fax: 02243 411-501, weingut@stift-klosterneuburg.at) of his decision to withdraw from the contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). The consumer may also use the model withdrawal form available at www.stift-klosterneuburg.at/shop. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

4.4 If the consumer withdraws from the contract, we shall reimburse to the consumer all payments received from him, including the costs of delivery (with the exception of the supplementary costs resulting from the consumer's choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about the consumer's decision to withdraw from the contract, and compensate the consumer for necessary and appropriate expenses incurred in this matter. These repayments will be made using the same form of payment the consumer has chosen for the original transaction, unless we have expressly agreed otherwise with the consumer. Under no circumstances will any fees be billed to the consumer due to that repayment. We can refuse to give the consumer a refund until we have received the goods back or until the consumer has provided evidence that he has sent them back, whichever is earlier.

4.5 The consumer must send the goods back immediately, in any case no later than within 14 days of informing us that he wanted to withdraw. The deadline shall be met if the consumer sends back the goods before the period of 14 days has expired. The consumer shall bear the cost of returning the goods.

4.6 The consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods.

4.7 No right of withdrawal can be exercised in respect of goods made to the consumer's specifications or clearly personalized, goods which, by their nature, cannot be returned, are liable to deteriorate or expire rapidly (Section 18 (1) FAGG). The right of withdrawal shall expire prematurely in case of contracts on the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery.

5. Prices, shipping charges, payment

5.1 The prices (€) for the goods are stated in the Online Shop along the individual goods. All indicated prices are inclusive of statutory value-added tax. Prices will be adjusted accordingly to reflect changes in value added tax.

5.2 The prices do not include shipping charges. The goods are shipped at the customer's cost. Shipping charges depend on the weight of a shipment and the country of destination.

5.3 The customer may either pay by credit card (Visa or Mastercard) or Paypal or immediate money transfer. In case of credit card payments, your account is debited once the order is

complete. We reserve the right to allow only certain means of payment if address or credit assessments are negative. Once the invoice amount is debited from the customer's credit card account, we will process the order within the delivery period.

5.4 Should the customer be in default with payment, we may charge dunning charges and statutory default interest and, as appropriate, additional handling fees that may arise.

5.5 Pursuant to Section 8 (3) of the Data Privacy Act, we may communicate your name, sex, address, open balance and dunning data to the trade credit database (*Warenkreditevidenz*) and to collection agencies entitled to recover receivables.

6. Shipment

6.1 We are obliged to perform not until the customer has fulfilled all his obligations which are necessary for performance.

6.2 Performance/delivery periods and target dates shall become binding upon us only if expressly agreed accordingly. Unless an acknowledgment of order states otherwise, we will ship goods on stock within five work days from the day on which we received the order. We will inform the customer as soon as possible of the delivery times of goods we do not have on stock. Delivery deadlines for goods made to order are indicated in the product specifications. We may surpass agreed target dates and delivery deadlines by up to one week. Only after that deadline has expired may the customer withdraw from the contract by giving reasonable notice.

6.3 Orders are delivered by Österreichische Post AG and DPD or forwarding agent to the address given by the customer. Costs resulting from unsuccessful delivery and resulting additional costs due to incorrect, incomplete or unclear details shall be borne by the customer.

6.4 Partial deliveries shall be permissible.

6.5 If goods are made available to the customer at the arriving means of transport, the risk of loss of or damage to the goods shall pass to the customer. The same rule shall apply if the customer is delay with taking over the goods.

6.6 We bear all risks associated with the goods' transport to the designated place, except for bringing the goods to the customer's designated rooms.

6.7 If the customer has not taken over the goods as agreed (default of acceptance), we may store these goods at the customer's cost and risk with a licensed professional after an at least seven-day grace period has expired unsuccessfully. At the same time, we may either insist on performance of the contract or withdraw from the contract after a grace period of at least 14 days and realize the goods otherwise.

7. Warranty

7.1 Consumers can rely on the statutory warranty provisions. A warranty period of six months applies to Business Undertakings.

7.2 We do not accept any guarantees in the legal sense of this term towards our customers. This shall not affect warranties offered by the producers. Information regarding warranties that may be offered by producers is given along with the goods offered in our Online Shop.

8. Liability and damages

8.1 Damages cannot be asserted in all cases of slight negligence, except for personal injury or - in consumer transactions - for damage to items received for processing. Except in consumer transactions, the burden to prove slight or gross negligence shall be on the injured party.

8.2 Unless mandatory laws provide otherwise, we will not compensate Business Undertakings for consequential damage and pecuniary damage, lost profit, loss of savings, loss of interest and damage arising from third-party claims. The amount of mandatory compensation shall not exceed the sum total of payments the customer has made to us on the basis of the concluded contract.

8.3 The indemnification provisions contained herein or agreed otherwise apply even if a right to compensation is asserted in addition to or in lieu of a warranty claim.

9. Data privacy

Data privacy notices can be found in our Data Privacy Information at www.stift-klosterneuburg.at/shop

We attach utmost importance to protecting your privacy and we greatly value the trust you have put in us by having disclosed your data. We collect, process and utilize personal data in strict compliance with the legal provisions of Austrian data privacy law, including but not limited to the provisions of the Austrian Telecommunications Act ("TKG") and the Austrian Data Privacy Act ("DSG"). We collect, utilize and transfer personal data only if that is permitted by law or based on a consent you have given.

9.1. Overview of collection, processing and utilization of data visiting our online shop
You can visit our online shop at www.stift-klosterneuburg.at/shop ("Online Shop") without providing any information about yourself. We will save only access data in so-called server log files. These include the following data: the name of the requested file, date and time when the page was visited, the volume of transferred data, the website from which you are visiting our website, the IP address, the requesting provider, the type of browser you are using and the settings of your browser as well as the operating system and, in case of terminal equipment, the type of device you are using. We will evaluate those data exclusively to ensure an uninterrupted operation of the site and an improvement of the services we offer; we cannot draw conclusions as to who you are on the basis of that information. These data will be deleted or saved anonymously after disconnection. We are therefore not able to create personal user profiles.

Registration, ordering or other forms of contacting us

When you register to open a customer account, order goods or contact us otherwise (for example by using the contact form or by e-mail), we will collect, process and utilize the information you have given in the input forms in compliance with applicable legal provisions and your statement of consent.

If you register in our Online Shop to open a customer account, we need you to provide the following information: first and last name, address, e-mail address and a password of your choice. That data is utilized for the purpose of using the services we offer. In order to process your order, we need you to provide the following additional information: invoice address and details regarding the means of payment you intend to choose. While processing your order, we will match the relevant order data (name of item, price, quantity etc.) with your data. Without any special consent, your e-mail address will only be used to execute and handle your order.

After the purchase was fully processed (unless you have created a customer account) or after deletion of your customer account, your data are blocked for further use and deleted

after the periods during which we must store data pursuant to tax and trade law have expired, unless you have expressly agreed that we may utilize your data further. If you have created a customer account, we will store previous purchases you have made in the customer history for the use of your customer account and for your service inquiries, as long as you have not deleted the customer account. You have access to your transaction data on your customer account at any time. You may delete your customer account at any time by notice to the contact below. If you delete your customer account, you will not automatically unsubscribe the newsletter. Please go to "Newsletter, Customer Information" for further information on how to unsubscribe from the newsletter.

Newsletter, customer information

Our newsletter provides information about us and on the products and services and promotions we offer. If you subscribe to our newsletter, we will store your e-mail address. To make the newsletter as interesting as possible, we measure and store your open and click patterns, i.e. if and when you open the newsletter and on which content you have clicked and when. By subscribing to our newsletter, you agree that we use your e-mail address to send you information on the products and services offered by and the promotions of Stift Klosterneuburg in newsletters and for market research and that we transfer that information for that purpose Stift Klosterneuburg and Weingut Stift Klosterneuburg GmbH. You may revoke your consent regarding the use of your e-mail address for advertising and market research at any time with effect for the future. Please use the corresponding link in the newsletter or e-mail us at weingut@stift-klosterneuburg.at

Consent to utilize data for marketing purposes

You agree that we may process the information you have given in the input forms to send you promotional material by post or e-mail for goods and services of Stift Klosterneuburg and Weingut Stift Klosterneuburg GmbH. For the same purposes, these data are also transmitted Stift Klosterneuburg and stored in a central data base, so that you can use all services we offer. You may revoke your consent at any time by sending a letter by post to Weingut Stift Klosterneuburg GmbH, Stiftsplatz 1, 3400 Klosterneuburg and e-mail us at weingut@stift-klosterneuburg.at

9.2. Transfer of personal data

If you make an online purchase, your data are transferred only to service providers who assist us in handling the ordering process.

To process payments, we will transfer your data (invoice address, purchase order amount and order number) to the credit card company stated in the order. Rather than being stored, credit card details are collected and processed directly by the payment service provider. To avoid credit card fraud, the card company carries out a transaction-based security check. To control the payment methods and check your credit standing, you agree that application details (first and last name and address) and information on your payment behaviour be transferred to paypal.

The credit assessment is carried out on the basis of mathematical-statistical procedures. The decision whether to create, implement or terminate a contractual relationship is based on information on the statistical probability of default. That credit assessment can contain score values (probability values) that are calculated on the basis of scientifically acknowledged mathematical-statistical procedures. Also address details can be used for those calculations.

You may revoke that consent at any time with effect for the future. It is sufficient if you send your notice in text format (e.g. by e-mail or letter) to Weingut Stift Klosterneuburg GmbH, Stiftsplatz 1, 3400 Klosterneuburg and e-mail us at weingut@stift-klosterneuburg.at. However, once you have revoked your consent, you might experience limitations in the use of the Online Shop services.

We rely on different service providers to operate the Online Shop and process contracts, for example central IT services or hosting, payment and delivery of products and downloads or

installation of equipment, and we transfer the necessary data (e.g. name, address) to enable those providers to carry out their tasks. Some of these providers carry on contract data processing on our behalf and may therefore use the data provided only according to our instructions. In that case, we are responsible that the providers we have commissioned have adopted adequate data protection measures consistent with the Austrian Data Privacy Act. It is for this reason that we agree with these providers on and review at regular intervals specific data protection measures. In connection with deliveries of goods to logistics providers and to the postal service providers indicated in the order, we transfer data to third parties who utilize these on their own responsibility to process the contract. Within the scope of existing data privacy laws, data are transferred to third parties or state agencies when we are obliged to do so for example by virtue of administrative or judicial orders, or when we are entitled to transfer data, for example because this is necessary to prosecute crimes or to safeguard and enforce our rights and claims.

9.3. Data security

We have adopted technical and organisational security measures to protect your data. Members of our staff are obliged to observe the data secrecy. Furthermore, we use encryption methods. Information you have provided is transferred in encrypted form via SSL encryption (Secure Socket Layer Method). If the status bar of your browser shows a lock symbol and if the address box begins with "https://", you can see that we use SSL encryption.

9.4. Rights to your data: Your rights to information and withdrawal

According to the Austrian Data Privacy Act, you may receive information on your data we have saved and you may correct, delete and block such data. You can view and correct, delete or block, respectively, your data on your customer or application account. Should it be incompatible with statutory or contractual provisions to delete your data, for example because we are obliged to keep data for certain periods of time, we can only block, rather than delete, your data. Naturally, you can also address an inquiry for information, correction, deletion or blocking of your data, or withdraw consents granted or object to a certain use of data by sending an e-mail or a letter by post to:

Weingut Stift Klosterneuburg GmbH, Stiftsplatz 1, 3400 Klosterneuburg and e-mail us at weingut@stift-klosterneuburg.at

9.5. Cookies

We use so-called cookies in some areas of our Online Shop's website. Cookies are small text files which are created and stored on your computer when you visit our Online Shop. They help you navigate our online offer and allow us to get information about the use of our Online Shop and to adjust our services to customer preferences. We set so-called session cookies which are deleted automatically once you close your browser, as well as permanent cookies that are stored longer and allow us to recognize your computer when you visit our Online Shop again. It is not imperative for navigating our website and online ordering to allow cookies. You can adjust the settings of your browser to control the placing of cookies and decide whether to accept or disable cookies. Disabling cookies may prevent you from accessing some of our content. So-called third-party cookies may be used in connection with promotional games or other marketing campaigns. These are used by our advertising partners to evaluate and optimize the respective promotional campaign and record only the fact that you have gone to our website via the advertisement placed by our advertising partner. Personal data are not stored in this context. Third-party cookies are cookies that are stored on your browser temporarily for a maximum of 540 days after you have last viewed a page, and are then removed again.

9.6. Webtracking

We use the following retargeting technologies on the website of our Online Shop for marketing and optimization.

Google Analytics

Our Online Shop uses Google Analytics, web analytics services offered by Google Inc. ("Google"). Google Analytics uses "cookies", text files that are stored on your computer to

evaluate your use of the Online Shop website. As a rule, information about you created by the cookie is transferred to and saved on a Google server in the USA. If the anonymous IP address is activated on our Online Shop website, Google will first abbreviate your IP address within Member States of the European Union or in other contracting states of the Agreement on the European Economic Area. Only by way of exception will the full IP address be transferred to a Google server in the USA and abbreviated there. IP anonymization is activated on our Online Shop website. On behalf of the operator of that website, Google will use that information to evaluate your use, to compile reports about website activities and to provide further website use and internet-use related services to website operators. The IP address transferred by your browser through Google Analytics is not merged with other Google data. You can adjust the settings of your browser software to disable the storage of cookies, but you should be aware that you may possibly not be able to use all functions of our Online Shop. You can also download and install the following browser plug-in to disable cookies that will collect data when you visit our Online Shop (including your IP address) and avoid transfer to and processing of such data by Google: (<http://tools.google.com/dlpage/gaoptout?hl=de>) An opt-out cookie is then created on your device. You have to click on that link again if you delete your cookies.

9.7. Data privacy contact

Please direct data privacy inquiries to Weingut Stift Klosterneuburg GmbH, Stiftsplatz 1, 3400 Klosterneuburg, weingut@stift-klosterneuburg.at.

9.8. Change of this data privacy statement

This data privacy statement may be subject to change for several reasons. You are therefore kindly asked to inform us on the current status of your data privacy statement on a regular basis.

10. Copyrights and trademarks

10.1 The product and service names we use on our website and Online Shop are protected as trademarks, signs, copyrights and/or pursuant to competition law.

10.2 We are sole holders of all copyrights for materials we have published and independently created on our website. In particular all texts, graphs and other documents are copyrighted and may be used only with our express written consent.

11. Place of performance, jurisdiction, choice of law, language

11.1 Place of performance shall be our business seat.

11.2 All disputes directly or indirectly arising from the contract shall exclusively be referred to the Austrian court with subject-matter jurisdiction and local jurisdiction for our corporate seat.

11.3 These Terms and the contracts concluded between us and our customers shall be governed by and construed in accordance with Austrian substantive law, to the exclusion of the conflict of law rules of international private law (e.g. Rome Convention, Rome I Regulation) and the UN Sales Convention. A consumer is subject to this choice of law only if it does not qualify mandatory provisions of the state in which he has his residence or habitual place of abode.