

General Terms of Delivery and Payment

Wine list 2016/2017

The wines and sparkling wines from this wine list contain sulfite.

Only the German General Terms of Delivery and Payment as well as the German instructions on withdrawal shall apply. The translation is for purposes of convenience only.

This wine list supersedes previous offers, which are now no longer valid. The prices are ex cellar prices, Ludwigshafen/Rhine, including German VAT. In the case of sparkling wines and spirits they include the tax on sparkling wines and the duty on spirits. In case the German VAT rate is changed, we reserve the right to adjust the prices accordingly.

Bank details:

Commerzbank AG, Ludwigshafen
Account no. 0201 000 700, bank sort code 545 400 33
SWIFT: COBADEFF, IBAN: DE26 5454 0033 0201 0007 00

Shipping, Germany:

Shipping is either by post or by freight forwarder. If a different shipping procedure is requested, the additional price will be charged to the party placing the order.

In each case our deliveries do not include freight and/or shipping costs. However, if the value of the goods is more than € 250.00 we do not charge freight or shipping costs.

For shipping "Free in the house" we charge € 15.00 additionally. When shipping by freight forwarder, we deliver in boxes of 12. Assorted orders are still possible. Deliveries to islands made by freight forwarder will be charged extra. For each parcel by post (up to 15 bottles) – if it is assembled individually – we will make a flat-rate charge of € 8.20 for shipping and packaging. If requested to do so we will send the wines in a gift box.

Therefor we charge:

Gift box for one bottle € 1.50
Gift box for two bottles € 2.00
Gift box for three bottles € 3.00
Gift box for four bottles € 3.50
Gift box for six bottles € 5.00

If requested to do so, we will send a greetings card with your order.

For this we will charge € 0.50 per card.

In the wine store we accept: American Express, Diners Club, Visa, Eurocard and Maestro. We grant a discount of 5% on amounts over € 195.00 made in payments of Cash and EC card only. However, this discount does not apply if the goods

are to be shipped by us.

Shipping, abroad:

As a general rule, shipments made abroad are sent "freight collect".

The costs of each parcel sent by post is the charge made by Deutsche Post DHL to send parcels abroad plus an administration charge of € 8.20. If the goods are shipped by a freight forwarder, the costs of the paperwork required such as certificated documents, certificates of purity, etc., will be invoiced in addition to the freight forwarding charges. When shipping bottled wines, we only deliver in boxes of 12.

In case of cross-border shipment to VAT registered customers within other Member States of the European Union, we will not charge German VAT under the condition that such customer has provided us with a VAT-Identification Number, which is valid at the time of shipment. BASF SE's VAT Identification Number is DE149145247.

In case of shipment to persons not registered to VAT in the European Union, we will not charge German VAT but the VAT as applicable at the time of shipment in the Member State of the European Union to which the shipment is bound to.

In case of shipment to destinations outside the territory of the European Union (regardless of VAT registration in the country of destination), we will not charge German VAT. However, in such cases the shipment is delivered duty and taxes unpaid. Import duties and import taxes are to be borne by you.

Please note shipping alcohol to some countries is prohibited.

If you have any questions please contact us.

General:

If wines or vintages are sold out, where possible we supply wine of the same quality, type and price level, unless this option is expressly refused in the purchase order.

Complaints will be resolved in the form of a replacement delivery or credit note. Natural precipitations such as tartaric crystals, sedimentation in red wine or slight effervesce in the case of white wine do not influence quality of a wine and do not give grounds for making a complaint.

If a package sent by post is broken, please refuse to take delivery of it. If a consignment sent via a freight forwarder is broken, it is essential to note the damage on the freight forwarders transfer note. We can only send you the appropriate replacement delivery if you follow this procedure. The goods delivered remain our property until they have been paid for

in full. The contract shall be construed and be subject to the substantive laws of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") dated 11 April 1980 and the German law rules on the conflict-of-laws.

Protection of young people:

An order for and delivery of spirits, wine, tobacco goods and other products covered by statutory conditions of sale shall only be made to adults. By accepting the General Terms of Delivery and Payment you declare that you are an adult.

The legal venue and place of fulfillment for deliveries is Ludwigshafen/Rhine. Our invoices are due for payment immediately without deductions.

Information on right of withdrawal

Right of withdrawal

You have the right to withdraw from this contract without giving any reason within fourteen days. The withdrawal period is fourteen days, starting on the day you or a third party other than the carrier and indicated by you acquire(s) physical possession of the goods. In case the contract concerns one order of multiple goods, these goods being delivered separately, the withdrawal period starts on the day you or a third party other than the carrier and indicated by you acquire(s) physical possession of the last good. In case the contract concerns a regular delivery of goods during defined period of time, the withdrawal period starts the day on which you or a third party other than the carrier and indicated by you acquire(s) physical possession of the first good. In order to exercise your right of withdrawal, you have to inform us:

BASF SE - Weinkeller -
Anilinstraße 12, 67063 Ludwigshafen
Phone: +49 (0)621 6048055
Fax: +49(0)621 6052621
E-Mail: weinkeller@basf.com

by making an unequivocal statement (e.g. via registered mail, fax or e-mail) setting out your decision to withdraw from the contract. To this effect you are free to use the attached non-compulsory model withdrawal form. In order to exercise your withdrawal right, it is sufficient to send out the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

Upon your withdrawal from this contract, all payment received from you, including delivery fees (but excluding additional fees resulting from your decision to choose a way of delivery other than the least expensive standard way of delivery offered by us) shall be reimbursed to you without undue delay and in any event not later than fourteen days from the day on which we receive your communication of the decision to withdraw from the contract.

This reimbursement will be carried out by the same means of payment as used by you in the initial transaction unless you expressly agree

otherwise; you will not incur any fees as a result of such reimbursement.

We may withhold the reimbursement until we have received the goods back or until you supply evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us or to a person authorised by us to receive the goods, without undue delay and in any event not later than fourteen days from the day on which you have communicated your decision to withdraw from the contract to us. The deadline shall be met if you send back the goods before the period of fourteen days has expired.

You shall bear all direct costs of returning the goods.

You 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.

End of information on right of withdrawal

Model withdrawal form

(complete and return a form only if you wish to withdraw from the contract)

To
BASF SE
– Weinkeller –
Anilinstraße 12
67063 Ludwigshafen
Phone: +49 (0)621 6048055
Fax: +49(0)621 6052621
E-Mail: weinkeller@basf.com

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(*) Delete as appropriate.