

General Terms and Conditions of Purchase

General Terms and Conditions of Purchase of Uniq Spirits GmbH

§ 1 General, Scope

(a) The following General Terms and Conditions of Purchase apply exclusively to all contracts concluded with us. Changes or additions must be made in writing in order to be effective. This also applies to this written form clause.

(b) Our General Terms and Conditions of Purchase apply exclusively; We do not recognize any terms and conditions of the supplier that deviate from or deviate from our General Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing.

(c) Our General Terms and Conditions of Purchase shall also apply to all future transactions with the contractual partner. Our General Terms and Conditions of Purchase shall only apply to entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law

§ 2 Conclusion of contract

(a) Only orders placed in writing are legally binding for us. Orders placed verbally or by telephone require our subsequent written confirmation. The supplier will confirm our order in writing within 2 working days. Otherwise, an order placed by us in writing or by e-mail shall be deemed accepted.

(b) Insofar as changes to the object of purchase are necessary from our point of view, the parties will immediately agree on the possible implementation of the changes. Agreements must also be made on the effects of the changes about additional or reduced costs as well as the delivery dates.

(c) Our order requests are non-binding. Anything else shall only apply if a framework agreement has been concluded with the seller or if the order is expressly designated by us as binding.

§ 3 Prices

The agreed prices are fixed prices and apply for the entire duration of the order processing. Price increases, of any kind, remain without effect on the agreed prices, unless they are expressly acknowledged by us in writing.

§ 4 Delivery

The delivery time/delivery date specified in our order is binding. The supplier is obliged to inform us immediately of any expected delay in delivery. In the case of fixed dates, default occurs immediately after exceeding the agreed last day of delivery. Early deliveries or partial deliveries are only permitted with our express written consent. Our rights due to delayed delivery remain unaffected by this obligation to provide information.

§ 5 Shipping

(a) Unless otherwise agreed in writing, the delivery "Delivered Duty Paid" (DDP) will be delivered to the place specified by us. The Meaning of these Terms and Conditions of Delivery shall be determined by the Incoterms in force at the time of conclusion of the contract.

(b) The Seller warrants to deliver all deliveries and partial deliveries in the quality and composition required and agreed upon by us. This also applies to a costume submitted by him. He assures us that all deliveries and partial deliveries have the characteristic of the samples.

§ 6 Invoice and payment

(a) All invoices must be submitted to us stating our order number, the order date, the delivery notes number, and the article and drawing number, as well as the VAT number and the VAT ID of the supplier, if available. Invoices for which this information is not complete shall only be deemed to have been issued if the supplier has subsequently submitted this information in writing. This also applies accordingly to delivery notes and shipping notices.

(b) Unless otherwise agreed, payment shall be made within 30 days net after receipt of goods in accordance with the contract or complete defect-free service and receipt of the proper and verifiable invoice. Payment is subject to invoice verification.

(c) Any advance and interim payments made as well as the settlement of the invoice do not entail recognition of the conformity of the delivery/service with the contract.

(d) We are entitled to rights of set-off and retention to the extent permitted by law.

§ 7 Warranty of the Seller

(a) The Seller is therefore obliged and hereby guarantees to carry out the necessary product-specific examinations for compliance with all standards.

(b) The seller shall subject the goods to be delivered to a documented outgoing goods inspection, the scope of which corresponds to the requirements of an incoming goods inspection, as the seller may legitimately expect from us.

(c) Defects in the delivery must be reported by us to the seller immediately as soon as they are detected according to the circumstances of a proper course of business. Insofar as obvious defects do not come to light during random inspections, these will be treated as hidden defects.

(d) The seller guarantees that the delivered goods have the contractually agreed quality, in particular the properties listed in our order confirmation, and are suitable in all respects for the contractually intended purpose. He further guarantees that the goods in their composition, quality, packaging, declaration, and specification comply with the applicable legal regulations and provisions. In particular, the Seller guarantees compliance with the provisions of the German Food Code, including the Food Labelling Ordinance, as well as all relevant ancillary laws and regulations, European standards and national or international specialist guidelines and regulations on spirit drinks, wine or other Beverages.

(e) Each container or sales packaging must have a lot number and, at our request, an EAN code. The Seller guarantees that the packaging materials used by him do not adversely affect the quality of the delivered goods. The seller shall ensure that the packaging materials used by him can be disposed of in accordance with the applicable regulations.

(f) The seller is obliged to indemnify us against tortious or strict product liability insofar as he is responsible for the defect triggering the liability. The seller takes out product liability and recall cost insurance at his own expense.

(g) Insofar as third parties assert claims against us due to a product defect that the seller causes or is responsible for, he is obliged to indemnify us against this to the extent that he is directly liable to the third party.

(h) Unless otherwise agreed, the limitation period for claims for defects is 24 months from the transfer of risk.

§ 7 Property rights

(a) The seller guarantees that no property rights of third parties are infringed in connection with his goods, in particular no trademark, design, patent or copyright rights.

(b) The seller is obliged to indemnify us against all claims asserted by third parties against us due to the infringement of property rights referred to in paragraph 1 and to reimburse us from all necessary expenses in connection with such claims. This claim exists regardless of any fault on the part of the supplier.

(c) The seller shall ensure that the goods supplied are suitable for sale on the European economic market and are freely available for sale on that market.

§ 8 Ownership Retention

of title of the seller - of any kind - are excluded. The seller assures that the respective goods are his unrestricted property and are not encumbered with rights of third parties.

§ 9 Assignment

The seller may only assign his claims against us to third parties with our consent.

§ 10 Offsetting, Rights of Retention of the Seller

(a) Our claims can only be offset against due counterclaims that are undisputed or legally established.

(b) The exercise of rights of refusal to perform and retention vis-à-vis us is only permissible if the counterclaims of the seller have been legally established, acknowledged, or undisputed; the same applies if the right to refuse performance or withholding is based on the same contractual relationship.

Final provisions

(a) In the case of documents, the German version is binding.

(b) Ancillary agreements and amendments must be made in writing to be legally effective. This also applies about the cancellation and amendment of the written form clause. Individual agreements always take precedence and apply regardless of the written form requirement.

(c) Unless otherwise stated in the contract, our place of business is the place of performance and payment. The exclusive place of jurisdiction for all disputes arising from this contract is our place of business.

(d) If individual provisions of these General Terms and Conditions of Purchase are or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The invalid provision is to be replaced by agreement of a clause that comes closest to the intended purpose without being ineffective. This applies accordingly to gaps in the contract

Eslohe, 01/2025