

TERMS OF BUSINESS

TOA GmbH, Praterstrasse 38/ Top 30, 1020 Vienna, Austria

1. AREA OF APPLICATION

1.1 TOA GmbH provides its services on the basis of the following Terms of Business. They form the basis for all business relationships between TOA GmbH and its customers and business partners, even if no express reference is made to them.

2. SERVICES, ORDER PROCESSING AND CUSTOMER'S DUTIES TO COOPERATE

2.1 TOA GmbH sees itself as an export platform for business partners (especially wineries) in Austria and as a point of contact and interface for customers outside of Austria. Its field of activity primarily comprises the purchase of goods from its business partners and the resale of these goods to B2B customers abroad.

2.2 The services of TOA GmbH are based on the valid version of the "Incoterms 2000", the customer acknowledges these trading conditions.

2.3 Furthermore, TOA GmbH offers services in the form of expertises, market analyses and consulting in the areas of marketing and communication. The services of TOA GmbH also include the organisation and support of trade fairs and tastings on behalf of its business partners, business initiation in their name and on their behalf, product presentations at home and abroad, shipping of samples and communication with customers on behalf of its business partners. The scope and content of TOA GmbH's services shall be agreed upon with the respective business partners on a case-by-case basis. The offers of TOA GmbH are subject to change and non-binding.

2.4 The business partner (winery) is obliged to check the documents made available by him (texts, photos, logos etc.) for any copyrights, trademark rights or other rights of third parties (rights clearing) and guarantees that the documents are free of rights of third parties and can therefore be used for the intended purpose. TOA GmbH shall not be liable in the event of merely slight negligence or after fulfilment of its duty to warn - at least in its internal relationship with the customer - for an infringement of such third-party rights by documents made available. If a claim is made against TOA GmbH by a third party due to such an infringement, the customer shall indemnify and hold TOA GmbH harmless.

2.5 TOA GmbH shall be entitled to make reference to TOA GmbH and the author, if applicable, on all advertising means and in any advertising and promotion measures, without the Customer being entitled to any payment in this respect.

2.6 TOA GmbH shall be entitled to make reference to its current or former business relationship with the Customer on its own advertising media, including but not limited to its website, by referring to the Customer's business name and business logo, with the Customer having the right to revoke his consent in writing at any time.

3. RESERVATIONS

3.1 The buyer signals a buying intention by reserving. A confirmation of reservation is not binding. There shall be no contract earlier than a postal or e-mail confirmation of the order. Reservations and their period of validity will be agreed upon on a case-by-case basis.

3.2 TOA GmbH accepts reservations and orders personally, by e-mail (toa@live.at, toanews@live.at, toatrade@outlook.at).

4. PRICES

4.1 Prices are in euro and per piece, exclusive of any legal charges, taxes (VAT) and postage. The buyer shall pay the shipping. Toa GmbH provides the customer with price lists. The release of a new price list makes any previous price lists invalid.

4.2 Prices are always based on a standard procedure, which includes, for example, labelling in accordance with European standards, customary packaging and bottle closures, etc. (list only as an example). All special requests, of whatever kind, with regard to the content and proceeding of the delivery, bottle equipment, packaging, etc. (list only as an example) have an effect on the price and are therefore agreed on a case-by-case basis.

5. PAYMENT, RETENTION OF TITLE

5.1 The purchase price shall be due for payment immediately upon receipt of the invoice without any deductions, unless special payment terms are agreed on a

case-by-case basis. TOA GmbH shall retain title to the goods delivered by it until full payment of the purchase price including all ancillary liabilities.

5.2 If the customer is in default of payment, we are entitled to demand default interest at the current legal rate (8.58% p.a., as of 2020).

5.3 Furthermore, TOA GmbH is not obliged to render other services until payment of the amount outstanding (right to withhold services). The obligation to pay the fees shall not be affected.

5.4 The Customer shall not be entitled to set off claims of TOA GmbH against his own claims unless the Customer's claim has been recognised by TOA GmbH in writing or ascertained by court.

6. ELECTRONIC INVOICING

6.1 Our customer agrees that invoices may also be issued and transmitted to him electronically.

7. TRANSFER OF RISK / DELIVERY

7.1 Orders shall be picked up at the business partner's facility (winery) after timely notice.

7.2 Risks and chances are transferred to the buyer at the time of pick-up at the business partner's facility (winery) or upon transfer to the transport company.

8. WARRANTY

8.1 Complaints based on cork taste can be made by returning the defective bottle and cork.

8.2 Customary or minor technical deviations in quality, quantity (filling level), colour, labelling and packaging do not entitle the customer to a reduction or replacement.

9. DAMAGES DURING SHIPMENT

9.1 Damages and quality reductions due to improper transport and improper (intermediate) storage (in particular regarding temperature and light) are explicitly excluded from liability and warranty. Any claims must be asserted immediately with the transport company. The goods are to be checked

immediately after delivery for completeness and intactness. Defects must be reported immediately and in writing (by post or e-mail).

10. LIABILITY and COMPENSATION FOR DAMAGES

10.1 In cases of slight negligence liability of TOA GmbH and its employees, contractors or other agents ("People") for damage to property or pecuniary loss suffered by the Customer shall be excluded, be it indirect or direct damage, lost profit or consequential damage resulting from a defect, damage due to default, impossibility, breach of obligation, *culpa in contrahendo* or due to defective or incomplete performance. The harmed party shall have to prove gross negligence. To the extent that TOA GmbH's liability is excluded or limited this shall also apply to personal liability of its People.

10.2 Any liability of TOA GmbH for claims asserted vis-à-vis the Customer on the ground of services rendered by TOA GmbH shall be expressly excluded, provided that TOA GmbH complied with its duty to inform or if it was unable to see such a duty, even due to slight negligence. TOA GmbH shall, in particular, not be liable for costs of legal proceedings, lawyer's fees of the Customer or costs of publication of judgments or for claims for damages, if any, or other claims of third parties; the Customer shall indemnify and hold harmless TOA GmbH in this respect.

10.3 TOA GmbH is not liable for any damage that may result from the consumption of the delivered goods by private customers, in particular not for effects on the health of private customers as a result of the consumption of alcoholic beverages.

11 PRIVACY

11.1 The buyer agrees to a manual and electronic processing of their private data. The collected data is used - respectively to different extents - to fulfil legal requirements, handle payment and customer care (postal, e-mail information or newsletter about TOA GmbH). TOA GmbH information may involve third-party service providers. Privacy data is kept for the duration required by the law.

11.2 The customer has the right to know their personal data and to ask for correction, deletion, restriction and data transfer and to object to the use. In which case the buyer can contact TOA GmbH at the e-mail address: toatrade@outlook.at or toanews@live.at