

# General Terms and Conditions of Purchase of Rutishauser-DiVino SA

## I. GENERAL

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") of Rutishauser-DiVino SA (hereinafter referred to as "Rutishauser-DiVino") govern the conclusion, content and implementation of contracts (such as the procurement of goods) between Rutishauser-DiVino and its Suppliers. The GTCP shall also apply to future business relations, even if they are not expressly agreed again.
- 1.2 The GTCP of Rutishauser-DiVino shall apply exclusively to the entire contractual relationship with the Supplier. By submitting an order confirmation, the Supplier acknowledges the GTCP as solely binding, thereby waiving any subsequent revocation. If no order confirmation is sent, these GTCP shall be deemed accepted at the latest upon delivery of the ordered goods.
- 1.3 Any General Terms and Conditions (GTC) or similar documents of the Supplier shall not apply. They shall not be binding on Rutishauser-DiVino even if they are not expressly rejected again in individual cases.
- 1.4 Deviating terms and conditions of the Supplier or deviating agreements shall only apply if they have been confirmed in writing by Rutishauser-DiVino.
- 1.5 Rutishauser-DiVino reserves the right to unilaterally amend these GTCP. The Supplier shall be notified of any amendments, and such amendments shall be deemed to have been accepted after seven days from delivery unless a written objection is made within this period.
- 1.6 The German version of these GTCP shall apply.

## 2. QUALITY OF THE GOODS

- 2.1 The Supplier shall manufacture, pack and/or deliver the goods in accordance with Rutishauser-DiVino's requirements and specifications.
- 2.2 The Supplier shall deliver together with the goods all necessary and agreed documents, such as but not limited to customs documents, delivery notes, certificates, etc.
- 2.3 As a specialist and with knowledge of the intended use of the delivered goods, the Supplier warrants that they have the warranted characteristics, comply with the relevant statutory provisions and do not have any physical or legal defects that could impair their value or their suitability for the intended use.
- 2.4 The current legal regulations and ordinances of Switzerland as well as the specifications of Rutishauser-DiVino (see section 2.1) shall apply to wine.

## 3. PRICES

- 3.1 The agreed prices shall normally be understood as free on board to the place of performance designated by Rutishauser-DiVino, including freight, packaging and ancillary costs at the Supplier's expense.
- 3.2 Any price increases reserved by the Supplier shall require the written consent of Rutishauser-DiVino.

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## 4. PLACE OF PERFORMANCE, PLACE OF PAYMENT, DUE DATE OF THE PURCHASE PRICE CLAIM, OFFSETTING

- 4.1 The place of performance for deliveries shall be the place of acceptance specified in the orders or contracts of Rutishauser-DiVino.
- 4.2 The purchase price claim and the discount (if the latter has been agreed) shall be due - subject to any asserted material or legal warranty claims - 30 days after proper delivery to the place of performance and after receipt of the correct invoice (the date of the event that occurs later shall be decisive). Insofar as documentation or similar documents are part of the scope of performance, the 30-day period shall not commence before they are handed over to Rutishauser-DiVino in accordance with the contract (again, the date of the event that occurs later shall be decisive).
- 4.3 The Supplier may only offset counterclaims that have been recognised in writing or have been established by a court of law.

## 5. DELIVERY DEADLINES, DEFAULT, SCOPE OF DELIVERY

- 5.1 If the Supplier fails to meet firmly agreed deadlines (expiry dates), it shall automatically be in default. Postponements of the delivery date must be accepted by Rutishauser-DiVino in writing.
- 5.2 The Supplier shall inform Rutishauser-DiVino immediately in writing if circumstances arise or become apparent to it which indicate that the agreed delivery date cannot be met.
- 5.3 If the Supplier is in default, Rutishauser-DiVino may insist on subsequent performance and demand compensation for the loss incurred without setting a grace period. Alternatively, Rutishauser-DiVino may waive subsequent performance and claim damages for non-fulfilment or obtain the corresponding goods from a third party at the Supplier's expense or withdraw from the contract.
- 5.4 If the Supplier defaults in its delivery, Rutishauser-DiVino shall be entitled to demand a contractual penalty in the amount of 1% of the total order value of the corresponding order placed by Rutishauser-DiVino per completed working week. In total, however, the contractual penalty shall amount to a maximum of 10% of the aforementioned order value. Payment of the contractual penalty does not release the Supplier from compliance with its contractual obligations. This shall not affect Rutishauser-DiVino's possibility of claiming further damages (see, for example, clause 5.3), in which case fault on the part of the Supplier shall be presumed.
- 5.5 Partial deliveries shall only be permitted with the written consent of Rutishauser-DiVino. Excess or short deliveries are only permitted within the scope of +1% / - 0%.
- 5.6 Deliveries shall be insured against transport damage at the Supplier's expense.
- 5.7 In case of delivery on pallets, Euro pallets with the imprint "EPAL" are to be used. Pallets shall normally be exchanged at the time of delivery. In this case, the exchange shall take place in the warehouse taking delivery.
- 5.8 If the Supplier - in accordance with Rutishauser-DiVino's order - delivers goods in containers or cages, the Supplier shall expressly note the exact content of the goods (quantity, quality, etc.) on the corresponding containers or cages.
- 5.9 The Supplier shall ensure compliance with any export restrictions and import regulations from the place of origin to the place of delivery in accordance with the contract. The Supplier shall inform Rutishauser-DiVino in writing of any export restrictions of the country of origin. If the Supplier has made declarations regarding the originating status of the delivery, it shall provide compensation for any loss caused by the fact that the declared origin is not recognised as a result of, for example, incorrect certification or no possibility of verification.

## 6. TRANSFER OF RISK

The risk shall only pass to Rutishauser-DiVino upon correct delivery of the goods in accordance with the contract at the place of performance.

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## 7. TRANSFER OF OWNERSHIP, RETENTION OF TITLE

- 7.1 Ownership of the delivered goods shall pass to Rutishauser-DiVino upon delivery at the place of performance.
- 7.2 If the Seller holds rights of retention of title, ownership of the goods shall pass to Rutishauser-DiVino upon payment.

## 8. WARRANTY OF QUALITY, WARRANTY OF TITLE, PRODUCT LIABILITY, COMPENSATION FOR DAMAGES

- 8.1 The Supplier shall be liable for all defects in the goods. Any deviation from the requirements according to section 2 above, from the usually assumed quality as well as from relevant assurances or specifications shall be deemed a defect.
- 8.2 Rutishauser-DiVino may assert claims for all defects up to six months after expiry of the warranty period granted to the end customer (at least 2 years). The same applies to the limitation of legal claims due to defects. Rutishauser-DiVino shall not be bound by statutory inspection and/or complaint or limitation periods or those set by the Supplier. The Supplier waives the defence that the goods are deemed approved if the notification of defects is not made immediately after discovery.
- 8.3 In the event of a defect, Rutishauser-DiVino shall be entitled to demand either rescission, reduction, rectification of the defect or replacement of the defective goods. If Rutishauser-DiVino decides to return the goods objected to, they may first be stored in a warehouse designated by Rutishauser-DiVino at the Supplier's expense and risk until dispatch. If the Supplier fails to collect the goods within 14 days of the request to do so, the goods shall be returned to the Supplier and all costs incurred shall be charged to the Supplier or, at the Purchaser's discretion, the goods shall be destroyed if the value of the goods to be treated in this way is low. Rutishauser-DiVino reserves the right to offset against subsequent deliveries. If a possible replacement delivery by the Supplier does not take place immediately or within the period determined by Rutishauser-DiVino, Rutishauser-DiVino shall be entitled to obtain the goods from third parties at the Supplier's expense without setting any further deadline.
- 8.4 The Supplier shall be liable to Rutishauser-DiVino for all damages and costs incurred as a result of breaches of contract, regardless of fault.
- 8.5 The Supplier warrants that the goods and their packaging do not infringe the rights of third parties. This warranty obligation shall apply irrespective of any fault on the part of the Supplier. If Rutishauser-DiVino determines that such third-party rights are infringed, Rutishauser-DiVino may withdraw from the contract and/or return the goods already purchased in exchange for full compensation. All associated costs and damages shall be borne by the Supplier. If Rutishauser-DiVino becomes involved in a legal dispute with third parties, the Supplier shall be informed and shall support Rutishauser-DiVino unconditionally at its own expense from this point on.
- 8.6 The Supplier shall indemnify Rutishauser-DiVino against all claims of third parties in relation to the delivery or service (particularly claims based on product liability) and shall fully indemnify Rutishauser-DiVino. This also applies to any recall actions insofar as they are attributable to the Supplier's delivery or service. The Supplier undertakes to maintain product liability insurance with an insured sum of at least CHF 3 million per instance of personal injury/property damage (lump sum).

## 9. COMPLIANCE

The Supplier guarantees that the labour and environmental laws of the country (or countries) in which production takes place are complied with. The Supplier shall ensure that the environmental protection conditions applicable in the country of production are complied with during production.

## 10. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

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The assignment of rights and obligations of the Supplier shall require the prior written consent of Rutishauser-DiVino.

## 11. SEVERABILITY CLAUSE

- 11.1 If individual provisions of the GTCP prove to be invalid or illegal, this shall not affect the validity of the remaining provisions. Invalid provisions shall be replaced by provisions which come as close as possible to the economic meaning and the intended economic purpose of the invalid or illegal provision.
- 11.2 The same provision as for partial invalidity shall also apply in the event of a lacuna.

## 12. PLACE OF JURISDICTION, APPLICABLE LAW

- 12.1 The exclusive place of jurisdiction is Bern, Switzerland.
- 12.2 The contractual relationship shall be governed by Swiss substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (SR 0.221.211.1; Vienna Sales Convention).