

Terms and Conditions of Sale and Delivery

1. Scope of Application

All orders are effected on the basis of the following terms and conditions. Different terms are not accepted, even if we have not expressly contradicted them.

2. Making of Contract

A valid contract is made by your order and our written confirmation and our delivery of the ordered goods. Your order is being made through electronic mail. The sale takes place at our registered domicile.

3. Offers

Our offers are subject to change without notice. New price lists supersede older ones.

4. Conditions of Delivery

In case the ordered wine is no longer available at the receipt of your order, we may either substitute the wine of the following vintage year or offer you, after consultation with you, a wine of equal quality.

5. Prices

Except when otherwise stated, our prices of wine and sparkling wine (Sekt) are understood to be per bottle and include the applicable German Taxes and shall apply to bottles of 0.5, 0.75 or one litres.

Prices are subject to change without notice; errors on online offers are reserved. For our errors, such as to spelling, calculation or pricing, we reserve the right to correction and adjustment charge.

6. Guarantee, Complaints and Compensation

We guarantee that our wines are produced and treated with utmost care.

Corking is no valid reason for complaint nor is the existence of crystals as this is a natural sediment proving the wine's maturity. They do not affect the wine's taste or its quality.

Immediately upon receipt, the delivered goods shall be carefully examined and any damage shall be reported to the carrier.

The right of offset or retention of goods by the purchaser in the case of complaint are expressly excluded.

7. Data Protection

All data needed for the processing of your ordered, such as the kind of ordered merchandise and its quantity, client data and addresses are being stored in our databank and will not be made available to any third party.

8. Delivery Times

By placing your order with us, you commission us to dispatch the ordered goods for your account. The risk passes to you when the goods are handed over to the designated carrier.

Delivery times are not binding. According to the way of transportation, delivery should take place within 4 to 6 days. Should delivery take place through a centralised delivery agent, an individual time of delivery will be agreed with the purchaser.

9. Storage

We cannot be made liable for inappropriate storage. Please store the wine horizontally in a cool and dark room. Longer storage periods under refrigeration do not agree with wine.

10. Transportation Charges

Orders based on our valid price list are effected by mail at a cost of
€ 0.75 per bottle for parcels of 12 – 24 bottles
€ 0.60 per bottle for parcels of 30 – 48 bottles
€ 0.50 per bottle for parcels of 54 – 66 bottles
No charge for parcels of 72 bottles or more.

For reasons of sending practice, orders placed with our Online Shop can only be accepted for a minimum of 12 bottles (or 6 bottles each of different wines), except for special offerings.

Deliveries within the contract of vine leases will be charged at
€ 6.60 per parcel of 3 bottles or € 2.20 per bottle
€ 8.40 per parcel of 6 bottles or € 1.40 per bottle
the above mentioned cost per parcel of 12 bottle or more.

If the wine is delivered direct from the estate after previous notification or by agreement, delivery is free of charge.

11. Payment

Until payment in full, the merchandise will remain in our property. Our invoices will accompany the merchandise or will be mailed separately and are due net cash and immediately, at the latest 10 days after receipt. On payments in arrears interest will be charged.

Orders placed with our Online Shop are subject to cash on delivery or, in case of new clients, against payment in advance. Orders from European foreign countries are processed under special conditions which are subject to individual agreement or against payment in advance.

Our right is reserved to demand payments in advance on all orders.

12. Right of Withdrawal

The purchaser may withdraw his order within 14 days after receipt of the merchandise. Withdrawal may be made in writing, especially by e-mail, or return of the merchandise. Withdrawal notice is timely with sending. Sealed merchandise must remain sealed. Merchandise must be returned in its original packaging, unused and in re-saleable condition. On merchandise which is affected by traces of use, an appropriate user fee may be charged. If the merchandise is damaged or lost, depreciation in value or the full price of the merchandise must be reimbursed. Transportation charges for orders of less than € 50.00, will be borne by the purchaser.

13. Purchaser's Terms of Trade

Purchaser's terms of trade are only recognised if they coincide with ours even when the purchaser does not expressly contradict. Other conditions and additions must be agreed in writing.

14. Warranties

Warranty terms are governed by German law.

15. Applicable Law and Place of Performance

The contract is subject to German law.

The place of performance is at our domicile, Traben-Trarbach.

The place of jurisdiction is Bernkastel-Cues