

## General terms and conditions (GTC)

### Weingut Anton Schöfmann

- 1. Prices:** The prices shall be understood to be gross unit prices in € and shall include all statutory taxes and fees. Errors reserved. After the communication of the current prices, all previous offers lose their validity.
- 2. General conditions:** All offers are non-binding, errors and prior sale reserved. All orders are processed in chronological sequence and become valid through our written order confirmation.
- 3. Conclusion of the contract:** The Customer's order is an offer to Weingut Anton Schöfmann to conclude a purchase contract. The Customer shall be notified of acceptance by e-mail, which concludes the final contract. Afterwards, the purchased products will be shipped by parcel service. If Weingut Anton Schöfmann is unable to fulfil the order for whatever reason, the Customer shall be informed to this effect. Wines and spirits may only be delivered and provided to individuals over the age of 18.
- 4. Delivery:** Minimum order quantity: 6 bottles. The communicated lead-times of Products are for information purposes only and are not binding. In case of delayed delivery the right of compensation or contract withdrawal does not apply. The ordered products are sent by Weingut Anton Schöfmann to the delivery address, specified by the customer. If the supplier does not fulfil the contractual duties, which leads to non-delivery of the ordered products, Weingut Anton Schöfmann has the right of withdrawal from the contract with the customer.  
In this case, we will inform the customer immediately about that the ordered product is not available. The legal rights of the customer remain untouched. If Weingut Anton Schöfmann is unable to fulfil the order for whatever reason, the Customer shall be informed to this effect.
- 5. Conditions for transportation damages:** Claim settlement of transportation damages are possible only, if an annotation of damage is stated on the waybill by the engaged parcel service.
- 6. Payment conditions:** After receiving the payment, the order is delivered by a parcel service. Compensation of supposed counterclaims through the customer is excluded. Claims for damages by the customer because of non-fulfilment or partial fulfilment of the contract are fully excluded.
- 7. Retention of ownership:** The goods shall remain under the ownership of Weingut Schöfmann until such time that the purchase price plus additional costs have been paid in full. Legal claims of the customer are generally excluded.  
Weingut Schöfmann is not liable for damages, which have not occurred directly on the delivery object. In particular, Weingut Anton Schöfmann is not liable for lost profit or other financial damages of the customer.  
As long as the liability of Weingut Anton Schöfmann is excluded or limited, this applies also to personal liability of employees, representatives or vicarious agents. If Weingut Schöfmann breaches a duty, which is essential for the contract, the compensation duty is limited to common occurring material damage. When return delivery took place, Weingut Schöfmann will send immediately replacement products as rectification.
- 8. Default of payment:** In case of default we charge default interests and possible collection expenses or legal fees (starting at due date).

9. Data protection: Information regarding protection of your personal data are available here: [privacy policy](#).

10. Our contact data: Weingut Anton Schöfmann Kellerstraße 17, A-2054 Haugsdorf;  
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