

General Terms and Conditions

I. Scope The following Terms and Conditions shall apply in the course of business between the Brauhaus Altenkunstadt Andreas Leikeim GmbH & Co. KG, hereinafter referred to as “Brauhaus,” and its business partners, hereinafter referred to as “Customer,” unless otherwise agreed in writing. Deviating, conflicting, or supplementary general terms and conditions of the Customer shall not become part of the contract even if they are known to Brauhaus. These Terms and Conditions shall also apply to future transactions, even if they are not referred to again or their validity expressly agreed, provided that they have been disclosed to the Customer as part of a previously confirmed order.

II. Delivery All Brauhaus offers are subject to change in terms of quantity, price, delivery time, and delivery option. A delivery contract shall only be effected by our written order confirmation or by delivery. The Customer is bound to his order for 2 weeks. In cases of force majeure or other events not attributable to Brauhaus, the delivery periods are extended accordingly. The same applies to seasonal excess demand. In these cases, Brauhaus is entitled to make appropriate substitute deliveries from associated breweries. In individual cases, Brauhaus is entitled to make the delivery of goods subject to the return of empty containers. Oral ancillary agreements and guarantees require express written confirmation by Brauhaus to be effective.

III. Payment

1. Pricing: Delivery takes place at the list prices valid on the day of the delivery or pick-up for the respective Customer group or individually agreed delivery prices in each case plus statutory value-added tax. Price changes will be effective upon notification to the Customer.
2. Due date: In the absence of a different agreement, the accounts receivable from deliveries and services shall be due for payment immediately upon delivery and receipt of the invoice without discounts. Notice of defects are not grounds for withholding payment. Retention rights and offsetting with contested and non-legally binding claims are excluded.
3. Settlement confirmation: The Customer has to check balance confirmations for accounts receivable and empties as well as other settlements for correctness and completeness and report objections to Brauhaus within two weeks after receipt of the balance confirmation or settlement. Otherwise, these are deemed approved if Brauhaus has informed the Customer of the possibility of objection.
4. Delay: In the event of a default of payment, Brauhaus has the right to demand cash payment on delivery and make further deliveries subject to the payment of monies owed. In addition, it is entitled to refuse advance deliveries or services. The legal consequences for default also apply.
5. Payment by central settlement (collection or recovery): Should the Customer pay to a collection or recovery agency for the central settlement of the claims, Brauhaus claims will only expire upon receipt of the money by Brauhaus or its accounts. The Customer’s payments to such an agency shall not be deemed fulfilled with regard to Brauhaus even if the terms “collection” or similar terms are used in this (framework) agreement or by Brauhaus itself. The Customer may at any time demand in writing to not participate in such central settlement.

IV. Retention of title Until the full payment by the Customer of all claims (including all balances due from a current account) to which Brauhaus is entitled now or in the future for whatever legal reason, Brauhaus will be granted the agreed collateral, which Brauhaus will release upon request at its discretion as long as its value exceeds the existing claims by more than 20%. Delivered goods remain property of Brauhaus. The Customer is revocably entitled to sell the reserved goods in the course of regular business transactions subject to retention of title. Pledges or collateral assignments are inadmissible. Accounts receivable arising from the resale or any other legal basis with regard to the reserved goods (including all balances due from current accounts) shall already be assigned to Brauhaus by the Customer in advance in full for reasons of

security and without requiring a special agreement in individual cases. Brauhaus authorizes the Customer revocably to collect the assigned claims for their own account and in their name. To ensure this pre-assignment, the Customer has to calculate the resale of this product separately from other goods. In the event of resale, the Customer shall reserve the conditional right of ownership of the goods with respect to their customers until such time as these have paid the purchase price in full. In the case of access by third parties to the reserved goods, the Customer shall immediately inform such third parties that this is our property and notify us immediately. If it becomes apparent that our purchase price is jeopardized by the Customer's lack of performance, Brauhaus may revoke the resale and/or collection authorization and may disclose the assignment of the Customer's claims against their customers from the resale or any other legal basis and demand direct payment to Brauhaus. In case of risk to the purchase price claim due to the Customer's lack of performance or a breach of contract by the Customer, Brauhaus is entitled to withdraw from the contract in accordance with the provisions of § 323 BGB and to take back the reserved goods. The Customer hereby declares their consent that the persons commissioned by Brauhaus to collect goods may enter the premises and buildings where the reserved goods are stored for this purpose. The Customer shall provide all necessary information and documentation at any time so that Brauhaus can realize the claims assigned in advance from the resale.

V. Empties and refund The empties (crates, reusable bottles, kegs, drinks containers and pallets) that are intended for reuse and are marked with company/brand labels shall only be provided to the Customer for the intended use. They remain the un-sellable property of Brauhaus. Brauhaus calculates the respective deposit amounts for empties. These shall be payable along with the purchase price plus statutory value added tax. The deposit amounts are only used as collateral. They shall not be regarded as the basis for deductions and remunerations of any kind. The Customer shall immediately return the empties in the proper condition. Inadequate quantities of returned empties can be rejected by Brauhaus. In the case of non-remunerated or non-returned empties, damages shall be paid, whereby the paid deposit will be charged. Depending on the type of empties, the new value must be replaced minus a deduction from a "new for old" perspective. The balance of empties which the Customer has received from Brauhaus are deemed to be accepted if the Customer does not raise objections within two weeks and Brauhaus has informed the Customer of the possibility of objection.

VI. Liability for defects Brauhaus will always manufacture and deliver its products in perfect quality in compliance with legal requirements. Any complaints about the quality, delivered quantity, or a wrong delivery shall be reported to Brauhaus in writing immediately. Complaints of obvious defects and deviations from the quantities indicated on the delivery slips must be made upon receipt of the goods, but at the latest within 8 days. Otherwise Brauhaus' liability due to these defects is excluded. In the case of justified and timely notification of defects, Brauhaus may deliver defect-free replacement goods. The Customer must grant Brauhaus a reasonable time period for this purpose. In case of intentional or grossly negligent damage, Brauhaus is liable according to the legal regulations. Brauhaus will not be liable for the resulting defects if the products are not stored or transported in a frost-proof, cool, sun-proof, or light-protected environment by the Customer or third parties after delivery. Brauhaus is liable if it culpably violates a contractually essential duty. Liability for compensation of the damages instead of fulfillment remains unaffected. In the above-mentioned cases, the amount of the liability is limited to the extent of foreseeable, typically occurring damage, with the exception of liability for intent. Any liability of Brauhaus according to the Product Liability Act or for personal injury shall remain unaffected.

VII. Transport and cargo securing Only drivers or freight carriers who meet the requirements of § 7b GüKG (German Road Freight Transport Law) may be employed to transport goods under the law to combat illegal employment in goods transport (GüKG). Foreign drivers from third countries need a valid work permit. The vehicles of these drivers will only be loaded if an official certificate with an officially certified translation in German pursuant to § 7b (1) Sentence 2 GüKG

is submitted to Brauhaus upon request. Costs of non-loading resulting from the absence of the abovementioned conditions will not be covered by Brauhaus. Irrespective of the Supplier's obligations pursuant to § 22 StVO (German Road Traffic Regulations), the Customer is obligated to ensure on their own responsibility that all applicable road traffic and transport safety requirements are complied with, in particular with regard to cargo securing, taking into account the specific cargo loaded. In addition, the Customer undertakes to release Brauhaus from any damage that occurs because the Customer has violated the above obligation.

VIII Miscellaneous 1. Data processing: The Customer agrees to the processing of their personal data required for business purposes. The above shall be considered as notification pursuant to Art. Section 33 (1) of the German Federal Data Protection Act. 2. Jurisdiction: Jurisdiction for registered traders is Altenkunstadt. Brauhaus may also sue the Customer at their own court of jurisdiction. The law of the Federal Republic of Germany applies to the contractual relationship exclusively. Application of the CISG is excluded.

Altenkunstadt, July 1st, 2013.

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