

## Foreword - Company Principles of Peter Riegel Weinimport GmbH

The following principles are an essential part of our company policy and a legally binding part of the General Terms and Conditions and Conditions of Purchase (GTCP):

### (1) Ecology and sustainability

Our company emerged from an ecological movement and lives from the aspiration to realise ecological principles and to protect nature. Our sustainable actions are characterised by the responsible use of resources. With our long-term and future-oriented way of thinking, we want to take responsibility for people, nature and the environment and preserve them for future generations. That is why we sell products that at a minimum comply with the principles of the EU Organic Regulation and are certified in accordance with it. We also expect this understanding of ecology from our suppliers - in their way of thinking and in their daily actions.

### (2) Compliance

We assume that laws, rules and guidelines are adhered to. Acting in accordance with the principles of compliance serves to protect people, nature and the environment. This behaviour and actions are natural for us and we expect the same from our suppliers. This means that we do not trade with suppliers in whose companies corruption, discrimination, child labour, forced labour or corporal punishment are practised or tolerated. We require compliance with the [ILO core labour standards](#). The supplier has to ensure that the working conditions (time, wages, occupational safety, protection of young workers) are complied with in accordance with the legal provisions of the respective country and that there are no precarious working conditions. Referring to the [Amfori complaints office](#), the supplier shows its employees a way to turn to an independent institution in the case of a problem.

### (3) Supplier relationship

The word sustainable does not only apply to the products we sell. We strive for lasting supplier relationships based on partnership and characterised by reliability, quality, honesty and responsibility. Interactions with each other should be fair and human. As an importer, we represent the interests of the producers towards the customers and vice versa. It is important to us that suppliers are well represented in the market. Fair negotiations that take place on an equal footing and comply with EU Directive 2019/633 on unfair trade practices form the basis. Unfair trade practices can be reported anonymously by the supplier to the German [Federal Agency for Agriculture and Food \(BLE\)](#).

### (4) Communication and information

In order to be able to react to changes, developments or new requirements at any time, fast and efficient communication is of fundamental importance. For this reason, we make every effort to keep our customers and suppliers constantly informed about current circumstances, as far as they are relevant. We also expect this openness and active communication from our suppliers.

### (5) Quality management

The aim of our quality management is that our customers come back - and not our wines. Thereby, we want to supply our customers with a qualitatively good as well as flawless and safe wine. Our quality management ensures that product safety and quality are planned and controlled within the company. Our systematically structured quality management includes food safety, food defence and food fraud, as well as a well thought-out risk and crisis management system. We also expect our suppliers to have an established quality management system that reduces risks to a minimum and identifies them in good time.

## T&Cs – Terms and Conditions

### I. Scope & general remarks

- a. These General Terms and Conditions of Purchase (GTCP) apply to all future business relationships (in particular orders, contracts and agreements) between us (Peter Riegel Weinimport GmbH) and our suppliers (producers, service providers). Deviating terms and conditions of delivery of the suppliers shall only become part of the contract if we have agreed to them in writing.
- b. The preceding company principles are also part of the GTCP.
- c. Unless otherwise agreed, these GPC shall apply to all orders, contracts and agreements with our supplier. We reserve the right to agree individual conditions with our suppliers.
- d. The statutory provisions or corresponding special agreements shall apply to issues not regulated in the GTCP.

### II. General requirements for suppliers

- a. BNN STANDARDS: All wines must comply with the requirements of the EU Organic Regulation (VO 834/07, 889/08 as well as their future updates, in particular VO 2018/848). Only wines in accordance with the BNN standards are accepted, see orientation value BNN under the following internet link: <http://n-bnn.de/downloadbereich>
- b. FOOD HYGIENE: The applicable regulations on food hygiene, in particular Regulation (EC) 852/2004, Regulation (EC) 2073/2005 as well as the european LMHV (Food Hygiene Regulation) including all appendices in all business premises, including all vehicles, must be complied with by all employees of the supplier.
- c. All employees of the supplier must be trained with regard to their suitability, ability, etc. before commencing work with regard to food and personnel hygiene, legal requirements and product safety. This training must be repeated once a year.
- d. Current recommendations of BfR, FAO and WHO must be adhered to.
- e. CONTAMINANTS: The supplier's goods comply with Regulation (EC) No 1881/2006 (maximum levels for certain contaminants in foodstuffs) and the Regulation on the limitation of contaminants in foodstuffs (Kmv). In addition, the supplier shall take precautionary measures in accordance with Regulation (EU) 2018/848 Article 28 to avoid the presence of unauthorised products and substances. These include:
  - i. Appropriate and proportionate measures to identify relevant risks of contamination by unauthorised products and substances.

- ii. The systematic identification of critical control points
  - iii. Appropriate and proportionate measures to prevent risks.
  - iv. Regular review of risk management.
- f. ASSOCIATION CERTIFICATES: If further association certifications are available, the supplier shall submit these in the valid version. If the supplier loses the status of association membership, he must inform us immediately.
  - g. NEW LISTINGS: For new wines, the new listing form must be completed in full and sent to [einkauf@riegel.de](mailto:einkauf@riegel.de).
  - h. In the case of a YEAR CHANGE, our vintage change form must be completed immediately with the current data and analysis values of the new vintage and sent by e-mail to [einkauf@riegel.de](mailto:einkauf@riegel.de).
  - i. RETENTION SAMPLES: 2 retention samples of each lot number/AP number must be kept by the supplier for at least 1 year for possible complaints. The retention samples will be made available to us on request.

### III. General product requirements

- a. All delivered products (incl. their condition and declaration of contents) must comply with the of German and EU regulation.
- b. The delivered goods must comply with the agreed product specifications and must be delivered in perfect condition and produced in accordance with statutory provisions.
- c. ORGANIC STATUS: The supplier may process and market wines from organic farming in accordance with the current version of Regulations (EC) No. 834/2007 (and its future updates, in particular Regulation 2018/848), 889/2008 and 203/2012. The supplier shall send us the current operating certificate in electronic form. After expiry of the period of validity, the supplier shall automatically send us the new certificate.
- d. GMO: The supplier shall not supply any products which have been produced with the aid of GMOs (genetically modified organisms) or which are subject to the labelling obligation for GMOs in accordance with Regulation (EC) No. 1829/2003 and (EC) No. 1830/2003.
- e. RAW MATERIALS: Specifications must be available for all raw materials (raw materials, ingredients, additives, packaging materials) used in production, must always be up-to-date and clearly formulated and must comply with the applicable legal provisions. Compliance shall be monitored by the supplier.

- f. **ORGANIC RAW MATERIALS:** All raw materials used in the production of the product must also comply with the Basic Regulation (EC) No. 834/2007 (in future 2018/848) and the Implementing Regulation (EC) 889/2008 and be certified organic. The procurement and use of these raw materials must be documented. The supplier is permitted to process and market organic wines in accordance with the current version of Regulation (EC) No. 834/2007 (and its future updates, particularly Regulation 2018/848), 889/2008 and 203/2012. The supplier shall send us the up-to-date operating certificate in electronic form. The supplier shall automatically send us the new certificate upon expiry of the previous certificate's period of validity.
- g. **FREME BODIES AND PATHOGENS:** Freme body risk must be excluded according to human judgement and state of the art devices etc.. The freedom from pathogenic substances and harmful micro-organisms must be considered as assured.
- h. **ALLERGENS:** The manufactured finished products and/or raw materials used comply with the legal requirements on the use of ingredients with allergenic potential of Regulation (EU) No. 1169/2011 (Food Information Regulation) and are labelled in accordance with this.
- i. **ASSOCIATION WINES** must be labelled with the corresponding association identification on the product as well as in the incoming documents.
- j. **GTIN CODE:** Is required on both the bottle and the carton and consists of 13 digits (never 14). The GTIN code for the bottle must not be identical to the one on the carton. Change of GTIN code/ labels/ cartons: not possible without notification to the responsible dispatcher.
- k. **LOT/BATCH NUMBER:** Must be visible and legible on the bottle or label as well as on the carton and accompanying documents.
- l. **LABELLING:** Mandatory information on the label: Must comply with EU regulations (VO 2019/33 and 834/2007 or 2018/848) and include the words "Contains sulphites" in German.
- m. **Products with best-before date:** Products with best-before date (BBD) are only accepted if they have at least 18 months remaining BBD on receipt of goods.

#### IV. Packaging

- a. **BOX:** The following pieces of information must all be displayed where they can all be seen together on at least one front or long side of the box (not on the top): Item name with vintage/batch number/GTIN code/contents and unit of measurement (e.g. 6x 0.75l)/ environmental certification body (e.g. DE-ÖKO-0XX); here the "ÖKO" code form is obligatory

and the name of the distributor incl. full address (company XY, D-12345 Musterhausen). The organic inspection body must be identical to the organic inspection body on the label.

- b. **PACKAGING MATERIALS WITH FOOD CONTEXT:** The supplier shall ensure that all plastic closures/internal closures/bags with closures meet the legal requirements, particularly the German Consumer Goods Ordinance (Bedarfsgegenständeverordnung) and Regulation (EC) 10/2011 and Directive 94/62/EC as well as Regulation (EC) 1935/2004, as amended. Overall migration and migrations in the case of usage as per specification must remain below the legal thresholds. The supplier shall be in possession of the declaration of conformity/clearance certificate for the materials used and this shall be made available upon request.
- c. Any **CHANGES** (dimensions, equipment, material, layout, ...) are possible only after prior notice.

#### V. Offers & orders

- a. **ORDER:** This shall be in writing and shall specify the article, vintage, price, quantity and delivery. Each order must be accepted by the supplier by means of an order confirmation.
- b. **CONFIRMATION OF ORDER:** This is done by returning the signed order to the responsible dispatcher via e-mail. The confirmation must be received within 3 working days.
- c. **DIFFERENCES:** In the event of an order confirmation from the supplier which differs from the order, a valid purchase contract shall only be concluded once the differing order confirmation has been confirmed by us in writing.

#### VI. Prices, Invoices & Terms of Payment

- a. **PRICES:** The prices which have been mutually agreed at the time of the order are binding. The prices of German wines include all statutory excise duties and costs of packaging licences in accordance with the German Packaging Act.
- b. **INVOICE:** The invoice will be sent promptly by e-mail to [rechnungswesen@riegel.de](mailto:rechnungswesen@riegel.de) after delivery.
- c. **BANK LIABILITY:** The invoice contains current and valid bank details. The invoice amount will be transferred exclusively to this bank account.
- d. **PAYMENT TERMS:** 60 days from date of invoice unless otherwise agreed.
- e. **METHOD OF PAYMENT:** We will pay the invoice by bank transfer.
- f. **LABELLING:** Products from certified organic agriculture, association-certified products and products from conversion to organic agriculture

must be labeled on the invoice according to your current certification status.

- g. **REQUIRED INFORMATION:** The invoice shall include the quantity, price, description, vintage, associated purchase order number(s), AP/lot number, and supplier's eco-control number, as well as all information required on an invoice (name and full address of the invoicing party and the recipient of the service, tax number, date of issue, and invoice number).
- h. **EMCS AND TAXABLE GOODS:** The complete documents for EMCS opening including ARC number according to the delivery must be presented. In case of errors and discrepancies, the responsible dispatcher will be contacted immediately.

## VII. Delivery

- a. The goods shall be collected by our freight forwarder (unless otherwise agreed), who will notify the supplier of the collection. In this case, we shall cover the shipping costs. The transfer of risk takes place upon collection. If a delivery is "carriage paid", the supplier shall cover the costs of transportation. The transfer of risk takes place upon receipt of the goods.
- b. Unless otherwise agreed, RECEIPT OF THE GOODS takes place in Orsingen.
- c. **DELIVERY DATES:** The agreed delivery dates are binding. If it will not be possible to adhere to the delivery date, the supplier is obliged to immediately notify us of such, stating the cause and duration of the delivery delay. If the supplier is responsible for the delay, it must bear the resulting costs.
- d. **PALLETS:** Only EURO pallets (80 x 120 cm) are accepted, good quality is obligatory. The pallet must be fully wrapped in protective film. The top must also be covered with film (not just with cardboard).
  - i. The pallet's labelling must include the following information: recipient, sender, wine product name, number of boxes, number of bottles per box.
  - ii. The height of the pallet (incl. wood) should be fully utilised wherever possible; however, this must not exceed 190 cm.
  - iii. **LAYERS:** The goods must be packed in identical, clearly arranged layers (no boxes placed lengthways in the middle of the pallet etc.), so as to ensure that the number of boxes per layer and per pallet can be clearly seen from outside.
  - iv. **IN THE CASE OF MIXED PALLETS:** Different wines or bottles with different batch numbers must be clearly separated and be labeled accordingly on the outside of the pallet. Complete layers

should be separated by a Europallet where possible.

- v. **TRANSPORT SAFETY:** Safe transport and stability of the pallets must be ensured. If necessary, cardboard edge protection can be used.

## VIII. Defects, complaints and claims

- a. **DEFECTS:** If it is determined upon receipt of the goods that the delivered goods do not correspond to the ordered goods or are damaged, we shall immediately notify the supplier of the defects. Other (hidden) defects which are not immediately apparent and are only discovered later shall be notified to the supplier immediately after discovery. In this respect, the supplier waives the argument of delayed notification of defects.
- b. **REMEDY OF DEFECTS:** If defects occur, the supplier shall be responsible for remedying them within a reasonable and agreed period of time. Any costs incurred in this connection shall be borne by the supplier. If we declare ourselves willing to take over the elimination of the defects (e.g. relabelling), the supplier shall bear the costs incurred by Riegel in this respect.
- c. If a recall or withdrawal is the fault of the supplier, the supplier shall bear the costs for this.

## IX. Quality management

In order to guarantee the perfect quality of the products, the supplier deals extensively with the topics of food defence, food safety and food fraud. He implements measures suitable for food protection, food safety and against food fraud.

- a. There must be a documented hazard analysis for product protection (food defense) and safety-critical areas must be identified.
- b. A vulnerability analysis for the prevention of food fraud is available. If this is not available, the supplier confirms compliance with the following facts:
  - i. The production process is documented in terms of wine accounting and in accordance with the Implementing Regulation (EU) 2018/274. Due to the comprehensive documentation, fraud is only possible to a limited extent.
  - ii. The grapes are sourced exclusively from the vineyards used by the supplier. If external grapes are used, the purchaser of Riegel must be informed. It is to be noted that documents on the organic status of the external grapes must be available and the use of the external grapes must be documented.
  - iii. The production process from harvesting to bottling (for bulk wine to the finished bulk wine)

replaced by a provision that comes as close as possible in a legally permissible manner to what the parties intended by the invalid agreement.

is completely monitored and documented. The exchange of grapes or intermediate products is excluded.

- iv. The process of pressing is fully monitored, controlled and documented.
  - v. The supplier confirms that no unauthorised ingredients or ingredients not included in the specifications have been added to the products supplied.
  - vi. The shipping process of bulk wine is monitored. Sealing of the transport vehicles or tanks is noted on the delivery note.
  - vii. Packaging materials meet our specifications and are purchased at market prices. Prices which are not typical for the industry are to be checked (not the price) within the scope of the specification.
  - viii. The supplier confirms that the outsourcing of processes will be avoided in the production and processing if possible. If outsourcing is unavoidable, the process will be strictly monitored and documented by the supplier.
- c. We reserve the right to arrange for analytical and sensory samples of the goods. In addition, we have the possibility to visit the supplier spontaneously on site in order to carry out audits and inspections. These serve to verify the authenticity and quality of the delivered products.
- d. DUTY TO INFORM: The supplier shall inform us immediately if he becomes aware or suspects that the delivered goods are not of perfect quality or safety.
- e. If the supplier suspects at any point in its process chain that it cannot comply with or meet the requirements for the prevention of food fraud or these GTCP, it undertakes to actively inform us of this without delay.

## X. Drop shipments

- a. INVOICE ROUTE: The invoice must NOT be sent with the delivery to the customer, but must be sent by e-mail directly to Riegel ([rechnungswesen@riegel.de](mailto:rechnungswesen@riegel.de)).
- b. COLLECTION ROUTE: Please send by email, prior to collectio, the delivery note with lot number, description, year and quantity

## XI. Legal venue

- a. German law applies. For traders, the agreed legal venue is Konstanz District Court.
- b. Should individual provisions of this contract be invalid, the validity of the rest of the contract shall remain unaffected. The invalid clause shall be