

Weingut Dr. Heimers

Wormser Strasse 39,
67591 Offstein

Terms and conditions

1. First Scope of these Terms and Conditions and changes to them

1.1. For all deliveries relating to purchases by customers from the company (purchasers as companies or direct consumers) are no differences to these terms and conditions. Even if special conditions are made for any individual customer or individual order, the following conditions prevail, so do those related to delivery and to payment. The invalidity of any condition does not affect the validity of the rest of the terms and conditions. The same applies in the case when some conditions are not part of the contract.

1.2. Changes to these terms and conditions will notified to the customers in writing. They are considered approved if the customer does not appeal in writing. The customers objection must be raised to reach us within 6 weeks after notification of the changes send to the customer.

2. Contract Closing

2.1. The offer is subject to change. It depends on the products ordered by the customer from the Online shop. The presentation of products in our online shop is not a legally binding offer but a non-catalog "Send Order" option. By clicking the button Order Confirm, the customer enters into binding order with Winegut Heimers. The confirmation of the order follows immediately after sending the order. The confirmation of the order receipt does not constitute acceptance of the contract by Weingut Heimers. Weingut Heimers may accept your order by sending an 2nd order confirmation via e-mail or by delivery of the goods within five to ten days.

2.2. If Weingut Heimers confirms by Fax or by the 2nd Email, the contents of the confirmation letter from the vendor will prevail, unless the recipient does not appeal immediately.

3. Delivery

3.1. For the delivery of the products bought online by the customer the terms and conditions of delivery and Payment of Weingut Dr. Heimers is applicable.

3.2. Weingut Heimers is entitled to deliver the product bought in parts, if this is acceptable for the buyer. If this is not acceptable then the Customer should notify within reasonable time after confirmation of the order and information from Weingut Dr. Heimers - about the part-delivery of the products - is recieved by the customer.

3.3. Delivery will be made as soon as possible, unless it agreed for a specific delivery date or delivery dates.

3.4. If the delivery is disrupted due to force majeure, acts of government, business closure, strike, extreme weather conditions (eg, heat, hail, frost or frost) or similar circumstances, within the meaning of article 275 para 2 BGB supplies become excessively difficult, then Weingut Heimers for the duration of disability and its after effects will be excused for the result of the force majeure on deliveries. This also entitles Weingut Heimers to rescind the contract if and insofar as their holding to the contract is no longer reasonable. In the case of non-delivery or inadequate delivery of the seller from their suppliers, the seller of your claim against entrepreneurs is relieved in whole or in part. This applies only if Weingut Heimers has taken the necessary precautions to procure the services needed by their auxiliary substances or fuels and has carefully chosen its suppliers. Weingut Heimers agrees to cede their claims in this case against the supplier at the request of the

customer. In this case, the entrepreneur remains for consideration in accordance with article 326 para 3 BGB required. Weingut Heimers will inform the customer about the occurrence of the above events and the nonavailability immediately and in case of withdrawal refund the amount paid by the customer immediately.

3.5. The delivery or pickup of purchased goods will be according to current agreements. The risk of breakage and or quality of goods from Weingut Heimers ends upon handover of the goods.

3.6. Delivery will be made as long as supplies last. If a vintage is sold out, Weingut Heimers reserve the right to deliver a follow-up vintage.

3.7. All deliveries are made on the buyer's specified address. If not specified separately, then the contract is delivered to the main office of the buyer. Terms and conditions, page 2

4. Packaging

For delivery of the goods/wine bottles packaged are prepared in the standard manner. Returnable packaging should be emptied promptly by the purchaser and carriage paid in full to be returned in perfect condition. The containers may not be filled with other goods or otherwise used by the customer.

5. Complaints by the customer

5.1. Complaints can be made by the buyer only once, but within one week of receipt of goods or after the defect was obvious, apparently made due to insufficient or obviously divergent nature of the goods or due to delivery of obviously different products than the ordered goods.

5.2. The customer must examine the goods immediately upon receipt for quantity, quality, condition and provide a warning to any obvious defects on the receipt. In other respects, in relation to customers right rule under article 377.

6. Cancellation and return policy

Consumers who order within Germany for delivery within Germany according to the Distance Selling Act (Germany), has a right of revocation under the following terms, where consumer is any natural person who enters into a transaction for a purpose that is neither commercial nor independent business may be attributed to the following benefits.

6.1. Cancellation

You can cancel your contract within 14 days without giving any reasons in text form (letter, fax, e-mail) or - if the goods delivered before the deadline will be canceled by returning the goods. The time limit begins after receipt of this notice in written form, but not before receipt of the goods to the consignee (in case of recurring deliveries of similar goods not before receipt of the first partial delivery) and not pursuant to fulfillment of our obligations. Article 246 para 2 i.V.m. Article 246 para 1 paragraphs 1 and 2 of the relevant Law, as well as our duties according to article 312g para 1 sentence 1 BGB in conjunction with Article 246 article 3 BGB. The revocation period is sufficient to send the revocation or the thing.

The revocation or the return must be sent to.
Weingut Schlosshof Dr. Karl Heimers,
Wormser Str. 39, 67591 Offstein.
e-mail: weingutdr.heimers@t-online.de
Fax:06243/905245

6.2 Consequences following cancellation

In the case of an effective cancellation, both sides must return back the mutually received goods, services or money. In case the customer can not return the goods received in whole or in part, or even in deteriorated condition, the customer would have to pay for the compensation for the amount in lost value. This does not apply if the deterioration is exclusively due to their inspection - as one would in a retail store - can be attributed to this inspection. In addition, you can avoid the obligation to pay compensation for a purpose by putting the damaged goods caused by the inspection as your property and avoid everything that could reduce its value and return the rest. Transportable items are to be returned at our risk. You have to bear the costs of return if the delivered goods ordered and if the price returned the case of an amount not exceeding Euro 40.00. If at the time of order you have purchased the goods at a price above Euro 40.00 but till the time of cancellation you have not paid the price of the good or returned a part of the said goods which is of a lower value than Euro 40.00. Otherwise, the return is free of charge. The goods which are not parcel packet type of goods are to be picked up/delivered by the customer. Obligations to reimburse the payments lies with the seller and are to be made within 30 days. The period begins with the declaration of cancellation of order or the return of the goods and their receipt of goods by Weingut Heimers. Terms and conditions.

End of cancellation & return of Goods

If you are an entrepreneur within the meaning of article 14 German Civil Code (BGB) and act upon conclusion of the contract in the exercise of your commercial or self-employment, there is no right of cancellation. Please send the goods back in original packaging. Please do not send cost collect basis. We will refund the postage costs in case you do not even have to pay for the return of goods.

7. Payment

7.1. The terms for payment are subject to our terms and conditions for the delivery and payment.

7.2. For new customers we reserve the right for the payment to be paid in advance, depending on the size of the order.

8. Protection for Youth Act Under the Protection for Youth Act, Weingut Heimers supplies products only to persons over 18 Years of age.

9. Warranty

Our website has been compiled with great care. We exclude all liability for damages incurred directly or indirectly from use of this website, unless caused by intent or gross negligence of the Weingut Schloßhof Dr. Karl Heimers.

10. The terms and conditions apply to the law of the Federal Republic of Germany

11. Performance, applicable law

11.1. The performance of the law is applicable in the location of the business premises of the seller for both parties, if the buyer is a trader, or if a case of a legal person under public law or public law special fund, or has his place of residence is outside the Federal Republic.

11.2. The law in force at the place of performance is relevant to all legal relationships between the buyer and the seller, even if the lawsuit is filed abroad.

12. Jurisdiction

12.1. If the customer is a merchant or is a legal entity under public law or a special public asset, the seller may sue at the court of the place of performance and be sued only in this jurisdiction.

Entrusted with the seller asserting their claims to a collection agency, so that they can sue under the

aforementioned circumstances, at its general jurisdiction. The collection agency may bring actions at its discretion the district court, although jurisdiction because of the amount in dispute, the district court would be applicable. If the customer is a merchant, then the jurisdiction of the city of Worms will be applicable.