

General terms and conditions of business

1. Conclusion of the contract

Your order presents an offer to us to conclude a purchase contract. As soon as you have placed an order in the Hillinger web-shop we will send an email which confirms the order and constitutes a purchasing contract. The handling of your order includes the debiting from your credit card; subsequently the items are delivered by DPD and/or Austrian Postal Services AG. The settled invoice is enclosed in the wine package / parcel. The Hillinger web-shop does not sell products to minors.

2. Revocation

Regarding the purchase of wines, the purchaser is not entitled to the right of revocation. The right of revocation is however applicable to accessories (e.g. cloths or wine tools). In case of cork taint we will exchange the respective bottle provided that the faulty opened bottle is still three-quarters full. The shipment cost for the return need to be carried by the purchaser; the costs for reshipping are covered by the Hillinger Winery.

3. Shipping

The shipping of wines is exclusively carried out by DPD. A corresponding detailed price list can be found on our web-site under the chapter product line, payment, payment & shipping. Accessories and speciality products are sent by mail under the most affordable conditions. All countries in which DPD does not offer consignment services are cared for by our importers. Respective addresses and contacts are stated in the Sales section on our web-site.

Shipment starts at the Hillinger Winery to the delivery address stated by the customer. In case the Hillinger Winery, through no fault of its own, will not be able to deliver the ordered goods because the supplier of the Leo Hillinger Winery could not meet his contractual liabilities, the Leo Hillinger Winery is entitled to withdraw from the contract. The customer will immediately be informed that the ordered product is not available. The legal claims of the customer remain untouched.

In the event that delivery to the buyer is not possible because the products need to be reproduced, customer shall be immediately informed by email or phone. In case delivery is not possible because the purchaser cannot be met at the delivery address, DPD will leave a package note saying when the parcel will be delivered again. Three delivery attempts will be made. After the third attempt the parcel will be sent back to the Hillinger Winery.

4. Payment

The customer settles the purchase price by credit card.

5. Reservation of title

The delivered goods shall remain the property of the Leo Hillinger Winery until all accounts have been totally settled.

Unless otherwise indicated below, further claims of the customer – regardless of legal right whatsoever – are excluded. Therefore the Leo Hillinger Winery shall not be liable for damages caused to the delivery item itself; the Leo Hillinger Winery shall in particular not be liable for loss of profit or other pecuniary damages caused to the customer. Insofar as the liability of the Leo Hillinger Winery is excluded or limited, shall it apply as well to the personal liability of employees, representatives and subcontractors.

In the event that the Leo Hillinger Winery violates material contractual obligations, the duty of replacement for material damage is limited to typical damages.

In case of a return consignment of faulty goods, the Leo Hillinger Winery will take provision for immediate replacement.

The limitation period is 24 months for accessories and 5 years for the wines (cork taint) from the date of delivery.

6. Acquisition, processing and usage of personal data of our customers.

Data provided by our customers help us to facilitate their purchase in the web-shop of the Leo Hillinger Winery. We use the data to handle the order and shipment of goods as well as for clearing the account. We also use your data to improve our service and our internet-platform, to prevent or discover a misuse of our web-site.

Information about the personal data of the customer or an inquiring person will at any time be handled with utmost discretion and shall not be passed on to third parties.

7. Our Data

Leo Hillinger GmbH

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A-7093 Jois

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Email office@leo-hillinger.com

Web www.leo-hillinger.com

Managing Partner: Leo Hillinger

UID-Number: ATU 52043300

Registered in the Austrian Commercial Register under FN 210012 t, Regional Court Eisenstadt

Member of the Chamber of Commerce

Office Hours: Monday to Friday 08:00 to 17:00

Opening Hours of the Shop and Tasting Room: Monday - Friday 9:00 - 19:00, Saturday/Sunday 11:00 - 19:00

All wines can be bought at same conditions in our Leo Hillinger Shop at the BIGG outlet shopping: Kälberweide 3, A-7111 Parndorf

Opening Hours: Monday to Friday 09:30 to 19:00, Saturday 09:00 to 18:00

8. Validity

All prices are quoted in Euro purchased retail at the winery incl. 20%VAT and all taxes according to Austrian Law. Glass and wrapping (exclusive our special gift boxes and wood boxes) are included; this is also true for the Austrian waste disposal costs for bottles and cardboard. The current price list replaces all previous offers.

We regret that we are not able to consider wine reservation inquiries.

Jois, in January 2006.