

Wine-Land

Wine-Land - General Terms and Conditions (GTC)

The specialist consulting company Wine-Land consists of a team of experts from the wine and financial sectors.

Our goal is to support interested people in buying or selling a winery or a wine business or similar.

We carry out the associated tasks and work with the greatest possible care and objective perception in the interests of the client. It goes without saying that our work takes place within the framework of generally recognized commercial principles and customs in compliance with the professional rules of the profession.

Our work for you

Our area of responsibility includes:

1. the valuation of houses, land, vineyards and Farming.
2. the evaluation of technical systems in viticulture and Cellar economy.
3. business evaluation of the company.
4. Exploring the hidden potential and resulting Opportunities for change.
5. Based on these findings, we develop a vision for the Prospects of the business for the investor.
6. Bringing together interested parties to buy and sell the company.

The information and documents about the property and the operation are based on information from third parties that are communicated to the Wine-Land team verbally and in writing. However, no liability can be accepted for their accuracy and completeness.

Contractual agreement

An order with Wine-Land comes about when an interested party (seller, buyer, tenant, lessee, manager) makes use of one or more offers from Wine-Land. After signing our confidentiality agreement and checking the creditworthiness, interested parties contact Wine-Land or the owner/landlord directly to receive an offer. These General Terms and Conditions come into force upon knowledge of the object by post, e-mail, fax, telephone, internet or other means. Our offers are subject to change, interim sales or other brokerage are reserved.



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Commission entitlement

The claim to commission arises as soon as a contract has been concluded through Wine-Land's mediation or based on proof from Wine-Land, even if Wine-Land was not involved in concluding the contract. It is sufficient if Wine-Land's activities can be causally linked to the conclusion of the contract. The same applies if an acquisition is made through an auction.

The commission is due upon conclusion of the contract or purchase agreement (oral and written) or when the contract is awarded at auction. It is payable within 14 days of invoicing.

Fees are billed based on the commission agreement concluded or, unless otherwise agreed, based on the commission specified in the offer. If neither a commission agreement has been concluded nor a commission is stated in the offer, the fees are calculated as follows:

The brokerage and documentation fee for the purchase/acquisition of a business including house and property is 3% for the seller and 3% for the buyer of the total purchase price plus VAT. For leases and management contracts, the basis for calculating commission is the agreed amount times the term.

The payment of a deposit or the acceptance of a property is considered as the conclusion of a contract for all business transactions (purchase, lease, rental). The claim to commission also arises in particular if the purchase is made through the brokerage or on the basis of evidence from Wine-Land under conditions that deviate from the offer or if the desired economic success is achieved through an equivalent contract or the purchase from an auction. This also applies if a contract/acquisition is concluded for another property of the proven contractual partner.

The commission must also be paid if rights to the property are transferred to someone other than the legal form provided for in the offer or if a partial or additional purchase of the property takes place.

The entitlement to commission remains if the contract concluded expires due to subsequent conditions. The same applies if the contract is terminated due to the client's reservation of withdrawal or is reversed or not fulfilled for other personal reasons. If the contract is successfully contested, the part of the contract that gave rise to the challenge is obliged to pay compensation.

All offers and communications are addressed exclusively to the respective addressee. They must be treated confidentially and may not be made accessible to third parties either as an original or as to their content.

If a contract is concluded as a result of unauthorized disclosure, the person disclosing the data is obliged to pay compensation in the amount of the commission.

Liability

Liability for damages is limited to intent and gross negligence.

Fulfillment and jurisdiction

The agreed place of performance and jurisdiction is D-55116 Mainz, to the extent permitted by law.

WINE-LAND Unternehmensberatung vertreten durch Dipl.-Volkswirt Valentin Brodbeck

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UST-ID-NR.: DE189198448