

Terms and Conditions Weinkeller Schweiz GmbH

General Terms and Conditions to the Rental Contract between Tenant and Weinkeller Schweiz GmbH (landlord, also called WKS) and supplementary agreements. House rules.

1) Access to the wine storage compartments

§ 1.1 The tenant of a compartment has access to the wine storage via his key.

§ 1.2 The tenant has no claims against the landlord in this case.

§ 1.3 In case of violation of the regulations in § 1.2, WKS has the right to block the Lessee. WKS owes the Lessee neither an explanation nor proof of the misconduct for this.

2) Intended use of the premises

§ 2.1 The intended use of the rooms shall be the use of the rooms for the storage, collection and consumption of wine, taking into account the respective house rules. The type of use must not disturb other tenants.

§ 2.2 Any activities involving the development of odors (in particular smoking) are not permitted in consideration of the stored wines.

§ 2.3 Bringing one's own food (except bread or dry pastries) into the rooms is not permitted.

Exceptions to this rule may be granted by the landlord after appropriate notification. In this case, it is mandatory that a telephone or electronic request be made to the owners of the wine storage facility prior to the event.

§ 2.4 The rooms are to be left in principle as they were found: Used glasses and bottles are to be placed in the compartments provided. Waste is to be placed in the containers provided for this purpose. Soiled counters or other furniture are to be cleaned.

§ 2.5 The bringing of objects into the rooms that go beyond usual, personal objects (music equipment, furniture, decoration, etc.), as well as animals is not permitted. § 2) (1) and (3) remain unaffected.

§ 2.6 Any damage, e.g. to technical or structural equipment, caused or found, must be reported immediately to the landlord.

§ 2.7 Except for the personal guests of the Lessee, third parties shall not be allowed access to the Wine Storage Facilities of WKS. Tampering with the door (e.g. preventing automatic locking of the door) or with the technical equipment for access control is not permitted and may be punishable by law and will be reported to the police. The tenant is liable for any damage caused as a result of a violation of these guidelines.

§ 2.8 Any commercial use (subletting, use for commercial guided tours, commercial wine tastings, photo shoots or similar) must be notified to the Lessor in advance and requires the express permission of the Lessor. Such use is furthermore subject to additional usage fees.

3) Intended use of the external surfaces

§ 3.1 Parking or stopping on driveways and entrances to WKS's wine storage facilities is only permitted for the loading and unloading of wine. This does not apply to parking areas expressly designated as such.

When parking in front of the wine storage facility, the tenant must always place the personal parking card clearly visible behind the windshield. Under no circumstances may direct access to doors or gates and escape routes be blocked.

§ 3.2 The movement of objects (except vehicles) to the outside areas (furniture, etc.) is not permitted.

§ 3.3 Especially in the evening hours, noise in the outdoor areas is to be avoided with consideration for the residents.

§ 3.4 Any damage, e.g. to technical or structural equipment, caused or detected must be reported to the lessor without delay.

4) Intended use of the compartments and the cellar

§ 4.1 The compartments or the walk-in cellars may only be used for the storage of wine bottles or for spirits bottles. The storage of other items is not permitted for hygienic and, not least, aesthetic reasons.

§ 4.2 The compartments or the walk-in cellars must be locked again before leaving the rooms.

§ 4.3 Any damage, e.g. to technical or structural equipment, caused or found must be reported to the Lessor without delay.

5) Contract period

§ 5.1 The contract for a compartment or cellar shall run at least for the duration of the minimum minimum contract period. Termination is possible for both parties at any time with a notice period of 3 months to the end of the month, but no earlier than the end of the agreed minimum contract term. The date of delivery is decisive. Notice of termination must be given in writing.

§ 5.2 The locker or cellar shall be handed over empty, clean and undamaged at the latest at the end of the contract term. If this does not happen, the Lessor reserves the right to charge resulting costs. If the locker is not emptied in time at the end of the contract, the Lessor shall have the right to remove the contents and store them elsewhere at the cost of the previous contract until they are collected.

6) Prices, price adjustments, invoice

§ 6.1 The published prices are exclusive of 7.7% VAT. If the VAT is increased during or after the minimum contract period, the rental price may be adjusted accordingly from the time of the increase. The tenant has no special right of termination for this reason.

§ 6.2 Except in the event of a change in the VAT. (see § 6 (1)) the rental price will not be changed during the minimum contract period. Thereafter, a price increase may occur. In this case, the Lessee shall have a special right of termination on the date of the price increase, which he must exercise within four weeks after receipt and knowledge of the price increase. If the special right of termination is not exercised, the price increase shall be deemed accepted.

§ 6.3 The invoice shall be sent exclusively by email. The payment period shall be 30 days from the date of the from the date of invoice. Invoicing shall take place on 31 December and 30 June of each year.

§ 6.4 In the case of storage of original wooden boxes (OHK), invoices are issued annually. A refund of the already paid storage costs, in case of early withdrawal of individual or all stored goods is not possible.

§ 6.5 Quotations for clarification of transports, obtaining quotations for third-party services, as well as any work that goes beyond the normal services of WKS, will be charged.

7) Upgrades, Downgrades

§ 7.1 An upgrade, i.e. the change of the rental agreement to a higher-priced compartment according to the availability is possible on the 1st of each month. The minimum contract period shall start anew from the time the new compartment is handed over.

§ 7.2 A downgrade, i.e. the change of a current rental agreement to a lower-priced locker, is only possible after expiry of the agreed minimum contract term. The minimum contract period shall start anew from the time the new box is handed over.

8) Special rights of termination

§ 8.1 A right to termination without notice by the Lessor exists in the event of use not in accordance with the intended purpose (see § 2-4) or in the event of default in payment of more than two months.

§ 8.2 A right to termination without notice by the Lessor exists above all if the Lessee or his guests violate the provisions of the GTCs of the respective valid house rules in a gross manner or repeatedly.

§ 8.3 In the event of termination without notice, the key for access to the corresponding wine storage facility of WKS shall be handed over at the same time. Access for any necessary emptying of the compartment shall then be agreed individually with the Lessor.

§ 8.4 In the event of termination, the compartment shall be handed over in accordance with the provisions of § 5.2.

§ 8.5 All notices of termination shall be made in writing.

9) Changes of the general terms and conditions, house rules

§ 9.1 In the event of an amendment to the GTCs, the tenant has a right of objection, which must be addressed in writing to Weinkeller Schweiz GmbH, and a special right of termination vis-à-vis the landlord, which he must exercise in writing vis-à-vis the landlord within four weeks of delivery of the new GTCs. If neither an objection is lodged nor the special right of termination is exercised, the GTCs shall be deemed accepted.

§ 9.2 The respective house rules can be changed at any time without the consent and objection or special termination option for the tenant. The tenant will be informed about new GTCs or house rules by e-mail.

10) Default of payment

§ 10.1 In the event of a delay in payment of two or more months' rent, the lessor reserves the right to block the key for this wine storage.

§ 10.2 If the compartment or cellar is terminated without notice in accordance with § 8.1 due to default in payment, the Lessor shall have a lien on the contents of the compartment or cellar to secure its claims. For this purpose, the Lessor shall have the right to clear the respective compartment or cellar and to relocate the stored wine. The storage elsewhere for this purpose may be charged by the Lessor at a flat rate of CHF 1.00 / bottle / month, but at least CHF 100.00 / month, until the wines have been handed over after payment of the claim.

§ 10.3 If a direct debit authorization has been granted and costs are incurred due to a return debit, these costs plus CHF 50.00 processing costs shall be borne by the Lessee.

§ 10.4 Invoices in arrears will be reminded. First reminder Fr. 20.- 2nd reminder Fr.40.- The third reminder is the debt collection on the rental costs, the reminder costs and results in the termination of the compartment without notice.

11) Card, key, cylinder, compartment dividers

§ 11.1 The keys for access to the respective wine store are and remain the property of Weinkeller Schweiz GmbH. The keys are to be returned to Weinkeller Schweiz GmbH with details of the sender (tenant) and compartment number within 14 days of the end of the contract at the latest. The function of the key is granted exclusively for the duration of the rental contract.

§ 11.2A possible loss of key, card or PIN must be reported immediately to Weinkeller Schweiz GmbH by e-mail to lager@weinkellerschweiz.ch.

§ 11.3 In the event of key loss, CHF 100.00 excl. VAT / key will be charged for blocking the old key, delivery and activation of the replacement key. This amount will be charged by Weinkeller Schweiz GmbH.

§ 11.6 If the replacement of the cylinder is necessary, an additional lump sum of CHF 500.00 excl. VAT. / is due. The assessment of whether a cylinder replacement is appropriate for safety reasons is the sole responsibility of the lessor.

12) Glasses, ice sleeves, cone pullers

§ 12.1 Glasses are available depending on the warehouse, for use on loan. The glasses are the property of the lessor and may not be removed from the cellar.

§ 12.2 If necessary, ice cuffs are available for rental use. The cuffs are to be returned to the icebox after use. The cuffs are the property of the Lessor and may not be removed from the cellar.

§ 12.3 Pintle pullers are available for loan use, if applicable. The peg pullers shall be returned to their designated place after use. The tap extractors are the property of the Lessor and may not be removed from the cellar.

13) Disclaimer

§ 13.1 The Lessor assumes no liability for damage or loss to stored wines, the corks or the labels (§ 14 remains unaffected), except in the case of intent or gross negligence.

§ 13.2 Due to the humidity in a cellar, damage to the labels cannot be ruled out in case of long-term storage. be excluded. This does not imply any claim against the Lessor

§ 13.3 The lessor assumes no liability for personal injury. The use of the rooms and the outdoor areas is at your own risk.

§ 13.4 The failure of technical systems (lighting, sound, access control, cooling, etc.) shall not give rise to any claim against the Lessor.

§ 13.5 The Lessor shall ensure, to the best of its knowledge and belief, a climate suitable for wine storage by means of the appropriate natural conditions of the rooms and / or by means of technical systems. The Lessor shall ensure monitoring and permanent functioning of any systems. If there is a permanent interruption of the technical systems relevant to the climate, the lessor undertakes to inform the tenant immediately so that he can move his wine if necessary. A

claim for damages of the tenant for any damage to the wine due to negative climatic influences against the Lessor, however, shall only arise in the event of intent and/or gross negligence.

§ 13.6 The tenant has no claim to services against Weinkeller Schweiz GmbH, which according to this contract the landlord must provide.

14) Insurance services

§ 14.1 Unless otherwise agreed, the tenants of a wine storage compartment are themselves responsible for the insurance of their stored wines.

§ 14.2 The stored wines of third parties are insured against burglary-theft, vandalism after burglary-theft, explosion and fire up to a maximum compensation sum of the replacement value determined by the contracting party. This value will be adjusted together with the contracting party in each case when the wines are taken into and out of storage.

§ 14.3 Any damage must be reported to the police and an inventory list confirmed by an affidavit.

insurance, to the lessor. The Lessor's insurance company shall pay damages on the basis of replacement values of the stolen or destroyed bottles.

§ 14.4 A claim for damages within the scope of the aforementioned insurance benefit shall only exist in the event of

intended use of the rooms and the facilities (see § 2-4).

§ 14.5 Insurance claims do not exist in the event of damage due to influences of force majeure.

§ 14.6 The exact details of insurance coverage are governed by the respective insurance policy of the Lessor, the terms and conditions of which can be inspected upon request.

§ 14.7 For those who have joined the collective insurance, there is a property insurance with Mobiliar.

Damages against fire, natural hazards, water and burglary are insured.

Deductibles: Fire, water and burglary: CHF 500.00 Elementary: 10% of the compensation, min. CHF 2'500.00, max. CHF 50'000.00

Per CHF 10'000.00 = premium CHF 40.00

Elementary: 10% of the compensation, min. CHF 2'500.00, max. CHF 50'000.00

Increase or reduction of the sum insured is possible at any time. A written notification must be WKS must be notified in writing.

With the cancellation of the compartment, or the storage of the wines (service contract), the insurance coverage expires at the end of the rental period.

Procedure in case of damage

The claimant is obliged to report any damage to the lessor within 14 days of discovery.

A detailed written list of the goods affected by the damage must be submitted to the lessor.

The claim will be settled by the lessor with the insurer.

The payment of compensation is made by the lessor directly to the injured party.

15) Data collection and storage

§ 15.1 For security reasons, the access data (ID of the key which allows conclusions to be drawn about the tenant, access time and date are stored. The tenant agrees to this.

§ 15.2 For security reasons, the wine storage facilities are video-monitored and the footage is stored. The tenant agrees to this.

16) Benefits, Events

§ 16.1 The so-called Weinkeller Schweiz benefits (additional services linked to the rental of a wine storage compartment from Weinkeller Schweiz GmbH (e.g. special conditions in the catering trade, use of the event room) are subject to changing offers and do not form part of the rental contract. There is no entitlement to these offers.

§ 16.2 The Lessee declares his consent that providers of additional services within the framework of existing partner programs may, upon request, receive confirmation by telephone of the combination of name and subject number for legitimation purposes.

legitimation purposes.

§ 16.3 Any events for Lessee and its guests are not a contractual service. Consequently, the Lessee shall have no claim to the holding of such events or to participation in such events.

17) Signs

§ 17.1 The affixing of signs, logos, names and other marks on the doors of the compartments manufactured or supplied by the Lessee is not permitted.