

**General terms and conditions to the Rental Agreement between wineBANK (Tenant) and the owner of wineBANK (Lessor) and supplemental agreements to the relationship with the franchise-issuing company (wineBANK Franchise GmbH & CO KG).**

**Preamble:** With the conclusion of a Rental Agreement for a wineBANK compartment (also referred to as compartment) or an accessible wineBANK cellar (also referred to as cellar) of a wineBANK location, you are concluding a Rental Agreement with the respective owner and operator of the respective location (also referred to as Lessor) (see information in a Rental Agreement). The Lessor of the location selected by you is the Franchisee in a franchising relationship with the franchise issuing company wineBANK Franchise GmbH & Co KG. Certain services are provided to you as Tenant (also referred to as wineBANKer) of a compartment or a cellar directly from the wineBANK Franchise GmbH & Co KG. These General Terms and Conditions regulate both relationships. All services not explicitly specified as services of wineBANK Franchise GmbH & CO KG apply as services of the Lessor.

**§ 1) Access to wineBANK locations**

(1) The Tenant (wineBANKer) of a wineBANK compartment has access to all wineBANKs associated with the respective system of wineBANK Franchise GmbH & Co KG via his chip card (also referred to as Card) in accordance with their respectively published business hours.

(2) Access can be denied due to maintenance works, technical faults, or other urgent the important reasons. In this case, the Tenant is not entitled to claims against the Lessor or wineBANK Franchise GmbH & Co KG.

(3) In case of violation of the regulations specified in § 2, wineBANK Franchise GmbH & Co KG is entitled to bar wineBANKer at certain locations. The wineBANK Franchise GmbH & Co KG does not owe the Tenant an explanation or verification of the misconduct.

**§ 2) Usage of the space according to the intended purpose**

(1) Usage of the space according to the intended purpose is considered the storage, collection, and consumption of wine under consideration of the respective House Rules and the so-called wineBANK etiquette (in its current version respectively published at [www.winebank.de](http://www.winebank.de)). The type of usage may not disturb other tenants.

(2) Any activities associated with odor development (particularly smoking) are not permitted in consideration of the stored wines.

(3) The delivery of own meals (with the exception of bread or dry biscuits) to the rooms is not permitted. Exceptions may be granted by the Lessor following a respective application.

(4) The rooms generally have to be vacated in the manner, in which they were found: used glasses and bottles have to be placed in the designated compartments. Waste has to be collected in the designated containers. Soiling of the counter or other furniture has to be removed with the cloths provided by wineBANK.

(5) The Tenant can bring maximally 5 further persons per card with him into the wineBANK. This number can be regulated alternatively, limited or unlimited by the etiquette of the respective location. In these cases, the specification in the etiquette is decisive. This number is published at the respective site of the location under [www.winebank.de/ch.at](http://www.winebank.de/ch.at). The usage by a greater number of persons requires the prior application and consent of the respective Lessor (the contact data of the Lessor and the Lessors of other locations are listed at the website [www.wineBANK.de](http://www.wineBANK.de)). In case of usage by a greater number of persons, an additional usage fee becomes due depending on the location, day of the week or time of the day, if applicable. The Tenant also has to ensure that his guests adhere to the General Terms and Conditions, the respective House rules and the so-called wineBANK etiquette. He is liable for any violation by his guests.

(6) The bringing of objects beyond conventional personal objects (music systems, furniture, decoration etc.) as well as animals into the spaces is not permitted. § 2 (1) and (3) remain unaffected.

(7) Children under the age of 16 are not permitted.

(8) Any damage, e.g. to technical and/or structural facilities caused or detected have to be reported to the Lessor without undue delay.

(9) With the exception of the personal guests of the Tenant, access to wine BANK by third parties may not be facilitated. Manipulations of the door (e.g. preventing any automatic closing of the door) and/or the technical systems for access control are not permitted, may be punishable by law, and shall be reported in this case. The Tenant is liable for damages incurred as a consequence of a violation of these guidelines.

(10) Any commercial use (subletting, usage for commercial tours, commercial wine tastings, photo shootings etc.) has to be reported to the Lessor in advance and requires the explicit consent of the Lessor. Such usage is furthermore subject to additional user fees.

(11) The usage of lifts (freight and person elevators) and stairs is at one's own risk. The elevators indicated as mere freight elevators may not be used by persons under any circumstances (danger to life)

**§ 3) Usage of external areas according to the intended purpose**

(1) Parking and/or stopping in any forecourts, driveways of wineBANK is merely permitted for loading and unloading of wine. This excludes all specifically designated parking areas. Under no circumstances is it permitted to block accesses to doors and/or gates or rescue paths.

(2) The moving of objects (with the exception of vehicles) to the external areas (furniture, etc.) is not permitted.

(3) Noise has to be avoided particularly during the evening hours in consideration of the local residents.

(4) Any damage, e.g. to technical and/or structural facilities caused or detected have to be reported to the Lessor without undue delay.

**§ 4) Usage of compartments and cellar according to the intended purpose**

(1) The compartments and/or accessible cellar may only be used for the storage of loose wine bottles and/or wine bottles in original wooden wine crates. The storage of other objects, particularly cardboard boxes, bottles other than wine bottles etc. is not permitted, not least for aesthetic reasons.

(2) The compartments and/or the accessible cellar have to be locked when leaving the area.

(3) Any damage, e.g. to technical and/or structural facilities caused or detected have to be reported to the Lessor without undue delay.

**§ 5) Term of Agreement**

(1) The Agreement for one compartment or one cellar is concluded for at least the duration of the rental agreement term specified in the Rental Agreement. Subsequently, termination is admissible for either Party with a notice period of 3 months. The date of service is decisive. The termination has to be in written form.

(2) The compartment and/or cellar have to be handed over empty, clean, and undamaged by the end of the contractual period at the latest. If this condition is not met, the Lessor reserve the right to charge the Lessee for the costs incurred. If the compartment is not vacated at the end of the Agreement, the Lessor is entitled to remove the content and store it at a different location at the expense of the former Agreement.

(3) Partner cards subject to charge can be canceled at any time to the end of the month without a minimum contract term. Canceled partner cards must be returned to wineBANK Franchise GmbH & Co KG immediately, but no later than 14 days after the end of the month. If the card is not returned within the specified period, the provision of §11 (1) shall apply.

**§ 6) Prices, price adjustments, invoice**

(1) The published prices are including the statutory VAT. If VAT is increased during or after the minimum contractual term, the rent can be increased accordingly as at the time of the increase. This does not entitle the Tenant to a special right of termination.

(2) With the exception of a change of VAT (see § 6 (1)), the rent is not altered during the minimum contractual term. A subsequent price increase is admissible. In this case, the Tenant is entitled to a special right of termination as at the date of the price increase, which he has to exercise within four weeks upon receipt or discovery of the price increase. If the special right of termination is not exercised, the price increase is deemed accepted.

(3) The delivery of the invoice occurs exclusively by mail.

(4) The price plus statutory fee for the rental agreements applies for locations in Austria. It is raised by the Lessor with the first invoice and paid to the Fiscal Authority. The fee amounts to a one-off payment of 1% of 36 monthly rents (statutory calculation basis).

**§ 7) Upgrades, downgrades**

(1) An upgrade, meaning the change of the Rental Agreement to a higher priced compartment according to availability is possible any time at the first of next month. The minimum contractual term commences anew from the moment of handover of the new compartment.

(2) A downgrade, meaning the change of an ongoing Rental Agreement to a lower-priced compartment is only possible upon the expiration of the agreed minimum contractual term. The minimum contractual term commences anew from the moment of handover of the new compartment.

**§ 8) Special right of termination by the Lessor**

(1) The Lessor is entitled to a termination without notice in case of usage not according to the intended purpose (see § 2-4) and in case of default of payment of more than two months.

(2) The Lessor is particularly entitled to a termination without notice if the Tenant or his visitors fail to comply gross negligently or repeatedly to comply with the regulations of the General Terms and Conditions, the respectively applicable House Rules or the wineBANK etiquette, regardless whether these are violations at the location of the Lessor or any other wineBANK.

(3) In the event of a termination without notice, the key-card to access the wineBANK(s) is blocked automatically. Access for any necessary removal of objects from the compartment has to be coordinated with the Lessor.

(4) In the event of the termination of the Lessor's Franchise Agreement by the wineBANK Franchise GmbH & Co KG, the Lessor is entitled to a special right of termination (also within the minimum contractual term) to the Tenant at the end of the Franchise Agreement.

(5) In the event of termination, the compartment has to be handed over according to the regulation in § 5 (2).

(6) All terminations require the written form.

(7) Through the franchisee (operator), the franchisor is empowered to exercise and give notice of a special termination on his behalf for leases (between landlord and franchisee) when the respective tenant or his guests have negligently violated the provisions of the general terms and conditions, the current house rules or the wineBANK etiquette, irrespective of whether they are violations taking place at the franchisee's location or another wineBANK.

#### § 9) Changes to General Terms and Conditions, House Rules, wineBANK etiquette

(1) In the event of a change to the General Terms and Conditions, the Tenant is entitled to an objection, which has to be directed in writing to wineBANK Franchise GmbH & Co KG, and a special entitlement to terminate the Agreement in writing to the Lessor within four weeks from the date of delivery of the new General Terms and Conditions. If the Tenant does not lodge an objection or utilize the special right of termination, the General Terms and Conditions are considered accepted.

(2) The respective House Rules and the wineBANK etiquette can be amended at any time without the consent and the option to object or terminate the Agreement by the Tenant. The Tenant is informed of new General Terms and Conditions, new House Rules or new wineBANK etiquette via email or website [www.winebank.de](http://www.winebank.de).

#### § 10) Default of payment

(1) In the event of default of payment of two or more monthly rentals, the Lessor reserves the right to deactivate the access card to the wineBANK(s).

(2) If the compartment and/or cellar is terminated without notice according to § 8 (1) due to default of payment, the Lessor is entitled to lien and/or the content of the compartment and/or cellar to secure his claims. In this case, the Lessor is entitled to vacate the respective compartment and/or cellar and remove the stored wine. The Lessor is entitled to charge the storage at a different location to the Tenant up to the release of the wines after payment of the claim with € 0.50 / bottle / month, however at the least with € 20.00 / month.

(3) If the Tenant has provided the Lessor with a direct debit authority and if costs have been incurred due to reversal of debit, the Tenant is liable for the costs plus € 10.00 processing expenses.

#### § 11) Card, key, cylinder, compartment division

(1) The cards to access wineBANK are and shall remain the property of wineBANK Franchise GmbH & Co KG. The cards must be returned to wineBANK Franchise GmbH & Co KG within 14 days of the end of the contract at the latest with details of the sender (lessee), the compartment number and the wineBANK location. The function of the card is granted exclusively for the duration of the rental agreement. If the card is not returned within the specified period after the end of the contract, a charge of EUR 25 incl. VAT / card shall be incurred by wineBANK Franchise GmbH & Co KG.

(2) The key for the compartment or the cellar as well as any compartment divisions are and remain the property of the Lessor. The keys have to be handed over to the Lessor at the date of expiration of the Agreement at the latest.

(3) The installation of own lock barrels in the compartments and/or cellars is principally permitted. The lock has to be a profile half cylinder of a suitable dimension (conventionally 10/26 mm). The installation of cylinders protruding beyond the lock is not permitted due to safety reasons. At the expiration of the tenancy, the original cylinder has to be restored in the compartment and/or cellar. If this has been omitted, the Tenant is liable for the respective costs of the cylinder exchange.

(4) Any loss of the key, card, and/or PIN number has to be reported to wineBANK Franchise GmbH & Co KG immediately via website, phone, or email.

(5) If a card has been lost, a fee of € 30.00 incl. VAT is charged for the deactivation of the old card, and the delivery and clearance of the replacement card. If the card is not returned to wineBANK Franchise GmbH & Co KG within the prescribed period after the expiration of the Agreement, the Tenant is charged with € 25.00 (CHF 29.00) / card. The specified amounts are charged by wineBANK Franchise GmbH & Co KG.

(6) If a key is lost, the Tenant is charged with € 35.00 (CHF 39.00) incl. VAT / key for the delivery of the replacement key. This amount is charged by the Lessor.

(7) If the exchange of the cylinder becomes necessary, an additional flat rate of € 75.00 (CHF ...) incl. VAT / cylinder are charged to the Tenant for the delivery and exchange of the cylinder. This amount is charged by the Lessor.

(8) The PIN may not be disclosed to a third party and has to be protocolled and/or stored at a secure location (not together with the card). The PIN may not be written on the card under any circumstances.

#### § 12) Glasses, ice collars

(1) Glasses are available on loan. The glasses are the property of the Lessor and may not be removed from the cellar.

(2) If required, ice collars are available on loan. The collars have to be returned to the freezer compartment after use. The collars are the property of the Lessor and may not be removed from the cellar.

#### § 13) Exclusion of liability

(1) The Lessor and wineBANK Franchise GmbH & Co KG are not liable for damages or loss of stored wines, the cork or labels (§ 14 remains unaffected), with the exception of intent or gross negligence.

(2) Damage to labels during long-term storage cannot be excluded due to the humidity in a vaulted cellar. This does not entitle the Tenant to a claim against the wineBANK Franchise GmbH & Co KG.

(4) The Lessor and wineBANK Franchise GmbH & Co KG are not liable for personal injuries. The usage of the spaces and the external areas is at one's own risk.

(5) The failure of technical systems (lighting, sound, access control etc.) does not entitle the Lessor to a claim against the Lessor or the wineBANK Franchise GmbH & Co KG.

(6) Due to respective natural condition of the spaces and/or technical systems, the Lessor provides a suitable climate for the storage of wines according to his best knowledge and belief. The Lessor ensures monitoring and permanent function of any systems. In the event of permanent failure of technical systems responsible for the climate, the Lessor is obligated to inform the Tenant of this fact without undue delay to allow the Tenant to store his wine elsewhere, if appropriate. However, the Lessor is only liable for compensation claims by the Tenant based on damage caused to the wine due to negative climatic effects in the event of intent and/or gross negligence.

(7) The Tenant is not entitled to claims of performance against the wineBANK Franchise GmbH & Co KG, which are owed by the Lessor in accordance with this Agreement.

#### § 14) Insurance benefits

(1) The Tenant is responsible to insure the stored wines by way of insurance policies against burglary theft, vandalism after burglary and theft, explosion and fire up to a maximum damage in the amount of the maximum compartment content (in 75 cl bottles) multiplied by €30.00. This results in the following maximum claim amounts e.g. for the following compartment categories:

Category	approx. content / compartment	max. compensation claim
Compartment category I	35/1 bottles	1,050.00 €
Compartment category II	56/1 bottles	1,680.00 €
Compartment category IV	105/1 bottles	3,150.00 €
Compartment category VI	150/1 bottles	4,500.00 €
Cellar category I	2,900/1 bottles	87,000.00 €

(2) Any damage has to be verified to the Lessor by way of police report and an inventory list, which is confirmed with a statutory declaration. The Lessor's insurance compensates claims based on replacement value of the stolen or broken bottles.

(3) Compensation claims in the context of the specified insurance benefits apply only in case of usage of the space or facility according to the intended purpose (see §§ 2-4)

(4) Insurance claims are excluded in case of damages due to force majeure.

(5) The wineBANK Franchise GmbH & Co KG is not liable for damages according to § 14 (1).

(6) The respective insurance policy of the Lessor regulates the details of the insurance protection, the conditions of which can be viewed upon request.

#### § 15) Data acquisition and storage

(1) The access data (card ID (which allows conclusions regarding the Tenant), access time, and date) is stored for security reasons. The Tenant declares his consent.

(2) Certain areas of wineBANKs are video monitored and the image material is stored for security reasons. The Tenant declares his consent.

#### § 16) Emergency exit door

Any emergency doors may only be opened or used in an emergency. The usage of emergency doors triggers the notification of the security service. In the event of wrongful use by the Tenant or his guests, the Tenant is charged with the costs in the amount of € 250.00 incl. VAT.

#### § 17) Benefits, events

(1) The so-called wineBANK Benefits for Tenants (e.g. special conditions in gastronomy) are subject to changing offers and are not a component of the Rental Agreement. The Tenant is not entitled to claim these offers.

(2) The Tenant declares his consent that the combination of name and compartment number is confirmed to organizers of the so-called wineBANK Benefits by phone for reasons of legitimization in the context of existing partner programs.

(3) Any events for wineBANKers and their guests (e.g. wineBANKer's Table) are not contractual services. Consequently, the Tenant is not entitled to claim the execution of such events or the participation in such events.

#### § 18) Signage

(1) The application of signs, logos, names and other labels on the doors of the compartments or cellars established or delivered by the Tenant are not permitted.

(2) A standardized sign with optional imprint (logo, name, etc.; if technically feasible) in white can be ordered from wineBANK Franchise GmbH & CO KG at any time at the expense of the Tenant.