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General terms and conditions for sales and delivery of  
**Abel + Schäfer KOMPLET Bäckereigrundstoffe GmbH & Co. KG**  
to be used when dealing with companies.

Abel + Schäfer, KOMPLET-  
Bäckereigrundstoffe  
GmbH & Co. KG

Sitz: Völklingen HRA 1293

Geschäftsführungsges.  
Abel + Schäfer mbH  
Sitz: Völklingen HRB 4115  
pers. haft. Ges.

Geschäftsführer:  
Fritz-Claus Schäfer  
Horst Martin Schäfer  
Karl-Ludwig Schäfer  
Peter Schäfer

Ust-IdNr.: DE 138391642  
Stadtparkasse Völklingen  
BLZ: 590 510 90  
Kto. Nr.: 2 280 005  
IBAN DE 13 5905 1090 0002 2800 05  
BIC: SALADE 51 VKS

Status as of: September 2013

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## I. General

1. The seller's deliveries and services shall be made exclusively on the basis of these terms and conditions. These shall also apply for all future terms and conditions, even when they are not again expressly agreed upon. These terms and conditions shall be considered accepted no later than the receipt of the good or service.
2. Other conditions – in particular the buyer's purchasing conditions – are binding for the seller only if they are expressly acknowledged in writing by the seller.
3. Entrepreneurs are individuals or legal entities or legally constituted partnerships, which at the time the agreement is concluded are exercising their commercial or independent occupational activity.
4. As part of data process, the seller stores for his own purposes personal data on the buyers insofar as this is possible according to the German Federal Data Protection Act (BDSG).

## II. Delivery

1. Adherence to agreed delivery dates shall be made assuming uninterrupted operational procedures and undisturbed normal transport options.
2. Delay of delivery and services, which significantly make delivery more difficult or impossible for the seller – including subsequently occurring difficulties in procuring materials, operational disruptions, strike, lockout, staff shortage, shortage of means of transport, official directives etc., even if they occur at the seller's suppliers or subcontractors – the seller shall not be liable even when binding delivery dates and deadlines have been agreed upon. They entitle the seller to postpone the delivery or service for the length of the impediment plus a reasonable start-up period, or in the case of impossibility due to a still unfilled part to withdraw from the contract wholly or in part.
3. The seller is entitled to partial delivery or partial services, as far as they are acceptable to the buyer.

## III. Transfer of risk

1. The following provisions apply subject to the agreement of an INCOTERM clause in individual cases.
2. During delivery by the seller or in vehicles traveling on its behalf, the risk is transferred to the buyer with the handover to the buyer at the destination.
3. In other cases, the risk is transferred to the buyer as soon as the good has been transferred to the person carrying out the transport or it has left the seller's warehouse for the purpose of shipment.
4. Without the conditions of paragraphs 1 or 2, the risk is transferred to the buyer if he delays acceptance.

## IV. Remedying defects

1. The buyer warrants defects of his goods with substitute delivery or repair at his discretion.
2. Obvious defects can only be claimed immediately after receipt of the good and should be confirmed in writing by the driver or transport company. Hidden defects must be reported to the seller immediately after they are discovered. In the event that the legal obligation to inspect and give notice of defects mentioned above is not complied with, the exercise of warranty claims shall be excluded. In the event of improper storage, handling or processing by the buyer, the claim of any defects shall be excluded, unless the buyer proves at his cost that the defects are attributable to the seller. Also for all other claims, the buyer bears the full burden of proof for all prerequisites of claims, in particular for the defect itself, for the time of the origin of the defect and for the timeliness of the notice of defect.
3. After two failures to remedy the defect, the buyer may demand reduction or withdrawal from the contract, withdrawal however only if a partial performance that has been provided is of no interest to the buyer or if the defect triggering the guarantee is considerable. Section V shall apply for possible claims for damages.
4. Warranty claims for a defect expire after one year from the delivery of the good.
5. The seller gives no guarantees for the condition of the object. Any guarantees of a third party remain unaffected by this, and claims shall be made directly to the third party.

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## V. Limitations of liability

1. A liability of the seller in connection with this contract is excluded insofar as the cause of damage is not attributable to intent or gross negligence or insofar as no death, physical injury or damage to the health of the buyer are present. Insofar as the seller has breached an essential contractual obligation without his being guilty of intent or gross negligence, his duty to pay compensation shall be limited to damages that typically occur.
2. The buyer's claims for damages due to a defect expire after one year from the delivery of the good, regardless of which legal ground they might be based on unless a longer expiration period has been given that is legally mandatory.
3. The responsibility of the seller according to the German Product Liability Act shall remain unaffected. The previous limitations of liability also shall not apply if malice or issuance of a guarantee contrary to section IV.5 can be attributable to him.
4. As far as the seller's liability is excluded or limited according to the previous limitations of liability, this also applies to the personal liability of employees, sales representatives or agents.

## VI. Terms of payment

1. Insofar as nothing else has been agreed upon, the seller's invoices are due and payable within 30 days net from the day of the invoice.
2. If this payment period is not complied with, then the seller is authorised – without notifying the buyer in advance of default – to charge interest for default in the amount of 8 percentage points above the base interest rate.
3. In the event that bills of exchange or checks are accepted, payment shall be fulfilled only when they are cashed.
4. The buyer is only entitled to offset, withhold or reduce payments, even if a notice of defect or counterclaims have been claimed, if the counterclaims have been legally determined or are indisputable.

## VII. Retention of title

1. The seller retains title to the goods delivered, until all outstanding claims are settled against the buyer arising from the business relationship including claims that will arise in the future, also from contracts that have been made concurrently or at a later time.
2. This also applies if individual or all outstanding claims have been included in a running account and the balance is drawn and accepted.
3. In the event of the buyer's behaviour that is contrary to the contract, in particular default of payment, the seller is entitled to repossess the delivered goods. The repossession or attachment of the goods by the buyer shall be regarded as a withdrawal from the contract only if the seller has expressly declared this in writing. In the case of attachment or other interventions by a third party, the buyer must notify the seller immediately in writing.
4. The buyer is entitled to process or sell the delivered goods in the ordinary course of business. The course of business shall no longer be considered "ordinary" if the buyer's company is encumbered by illegal security transfers, interruption of payments, attachments and protests of a cheque or bill of exchange.
5. The processing of the goods subject to retention of title shall be made for the seller as manufacturer without obligating the seller. The processed good shall be considered as a good subject to retention of title. If the good subject to retention of title is processed or inseparably mixed with other goods that do not belong to the seller, then the seller shall acquire the co-ownership of the new item proportional to the value of the good subject to retention of title according to the value of the processed or mixed goods at the time of the processing or mixing.
6. The buyer shall assign to the seller all previously existing claims that accrue to him from the resale to his customer or a third party, regardless of whether the good subject to retention of title has been resold without or after processing. The buyer shall continue to be authorised to collect the receivables assigned to the seller even after assignment as long as he duly meets his payment obligations.

## VIII. Place of fulfilment and court of jurisdiction

1. Place of fulfilment is Völklingen/Saar.
2. Sole court of jurisdiction for all disputes arising from this contract is the court having jurisdiction over the seller's place of business or, at the seller's discretion, the court having jurisdiction over the buyer's place of business.
3. The law of the Federal Republic of Germany shall apply to the contractual relationships between buyer and seller.
4. If individual provisions of the contract should be or become invalid in full or in part, then the validity of the remaining provisions shall not thereby be affected. The provision that is invalid in full or in part shall be replaced by a provision whose economic success comes as close as possible to the invalid provision. In case of the invalidity of a provision of these general sales and delivery terms and conditions, statutory provisions shall apply accordingly.

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