



Bagel Bakery GmbH · Gewerbegebiet an der B2 · D-06712 Gutenborn – Droßdorf

General delivery and payment conditions

Our offers are subject to change. We only guarantee properties in writing. Samples are used to describe the product.

Orders become legally binding as soon as we confirm them in writing or execute them immediately after receipt of the order or on time.

If the buyer's financial situation deteriorates after the contract has been concluded and the buyer does not pay in advance or provide security, we are entitled to demand compensation for non-performance or to withdraw from the contract, even if we are obliged to pay in advance.

Notifications of defects, in particular missing boxes, must be made immediately on the same day and before they are processed or passed on to third parties. Goods complained about must be stored and handled properly. It can only be returned to us with our consent.

Unless otherwise agreed, our invoice is to be paid within 10 days without deductions. Standard bank interest will be charged on due or deferred claims. Bills of exchange are not accepted. It can only be offset against an undisputed or legally established claim or a right of retention can be asserted. Complaints about invoices must be raised immediately. We are entitled to assign the claims arising from our business relationships. If the buyer is in default with any payment obligations to us, all existing claims become due immediately.

The delivered goods remain our property until the purchase price and all claims arising from the business relationship that have arisen up to that point have been paid. We are entitled to assign the claims arising from our business relationships. The buyer is entitled to resell or further process them in the ordinary course of business, but not to other disposals of the reserved goods, in particular to transfer by way of security and to pledge. Claims from resale or further processing will be assigned to us as security in the amount of the outstanding invoice amounts. The buyer remains authorized to collect the claims. Regardless of our authority to collect ourselves, we undertake not to collect the claim as long as the buyer properly meets his payment obligations. If the buyer is in default with any payment obligations to us, all existing claims become due immediately. Our ownership of processed reserved goods does not expire through processing, combination or mixing; rather, the new goods created through transformation arise for us as owners.



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The co-ownership share corresponds to the ratio the value of the reserved goods to the value of the finished product. We undertake to release the above security at our discretion at the buyer's request to the extent that its value exceeds the claims to be secured by more than 20%.

The buyer is obliged to insure the reserved goods against loss and damage; he must provide proof of this upon request. Any enforcement measures, including impending ones, must be reported to us immediately.

If the buyer delays acceptance, we are entitled to withdraw from the contract in whole or in part after setting a grace period or to demand compensation for non-performance. We are only bound to the agreed purchase price for the agreed delivery time. If the price is higher if the call is delayed, this will be used as the basis.

Force majeure and similar unforeseen, unavoidable and extraordinary events, as well as delivery difficulties for which we are not responsible and which we cannot resolve using reasonable means, entitle us to withdraw from the contract if we cannot resolve the service disruptions caused by this using reasonable means.

If defects are justified and reported in a timely manner, we are only obliged, at our discretion, to replace the goods or to reimburse the shortfall. Further claims, regardless of the legal basis, including product liability, in particular damages, are excluded unless the damage is due to intent or gross negligence or the lack of guaranteed properties and is not consequential damage unless the assurance is made should protect against such consequential damage. This applies to damage and consequential damage resulting from further processing of the products, especially if the necessary prior self-inspection was not carried out. To the same extent, claims based on the behavior of representatives or vicarious agents or directed against them are excluded.

The place of fulfillment for delivery and payment is, at our discretion, Zeitz. The contractual relationship is subject exclusively to German law, in particular the Civil Code and the Commercial Code. Our delivery and payment conditions apply exclusively, which our customer agrees to when placing the order, and also for future transactions, even if no express reference is made to them. If the order is placed deviating from our delivery and payment conditions, only our delivery and payment conditions apply, even if we do not object. Deviations therefore only apply if they have been expressly acknowledged by us in writing.

Bagel Bakery GmbH

As of January 2025