

General Terms and Conditions of Sale and Delivery

1. Prices:

Prices stated in our price lists, etc. are net prices, where the statutory value added tax is still added. The prices include packaging. The delivery of our goods is free to the door.

2. Payment:

As usual in trade, bread products are payable net, immediately after receipt of invoice.

3. Delivery:

As of at least 20 cartons, the delivery is free of charge. The goods are transported at the recipient's risk.

Delivery options are reserved. In the presence of hindrances that occur as a result of force majeure or due to circumstances that are not assessable yet, we shall be free to postpone the delivery or to withdraw from the contract in whole or in part, without the possibility being afforded of being able to claim damages or subsequent delivery. This also applies for operational disruptions at external companies on which the production is dependent.

4. Special arrangements:

Solely our terms of payment and delivery shall apply to all sales. Other conditions are only valid when they have been accepted by us in writing.

5. Complaints:

In the event of any complaints, please send representative samples for inspection, provided the samples refer to goods that are within the minimum best-before guarantee. We deliver fresh products every day, so please always make appropriate arrangements. Despite film safety packaging, our Mestemacher breads have a limited shelf life and are intended for prompt consumption.

We cannot take back goods for exchange that have been stored beyond their best-before shelf-life. Original goods, regarding which there are complaints, and which have been returned to us with freight unpaid and without us requesting their return, will be returned to the sender at his expense.

For goods regarding which there are complaints, the buyer can only demand a credit note or replacement delivery to the exclusion of all other rights.

6. Retention of title:

The goods delivered by us remain our unrestricted property until full payment of all claims, and this also refers to future claims arising from the business relationship.

The buyer is entitled to resell the reserved goods, but now already globally assigns all claims accruing to him from the resale to us.

The buyer may collect such claims himself, but may not use them for any other purpose when he is in default toward us or becomes insolvent.

7. Place of performance:

Place of performance for delivery and payment is Gütersloh, with place of jurisdiction Gütersloh.