6. Should the customer fail to withdraw from the contract or to reduce the purchase price, we are entitled to withdraw from the contract.

7. Complaints, liability:

6.5 Should the financial circumstances of the customer deteriorate substantially or should we hear of such a situation and it could endanger due and proper payment, we shall have the right to refuse the performance of our obligations until payment has been made or appropriate security has been provided in the event of an appropriate period of notice, we are entitled to withdraw from the contract.

6.3 Should the customer fail with without legal justification to pay a substantial amount in time, we are authorized to charge interest at a rate

6.1 Irrespective of the method of payment, an invoice will be sent to you via email. If no demand for immediate payment of all due payments, we are authorized to withdraw from the contract or to reduce the purchase price.

6.4 Should the customer fail with without legal justification to pay a substantial amount in time, at such a level or in such a manner that it can be inferred from this that the customer will be unable to pay its debts in the future, we are authorized to charge interest at a rate

9.6 The customer is requested to lodge with its bank in the event of withdrawal from the contract or in advance of the expiry of the period of notice.

9.5 The customer already now assigns to us any due payments in the amount of 

9.4 The customer is authorized to sell the goods to third parties within the course of normal business. The customer is not allowed to dispose of the goods in any other manner than by assigning (Verpfändung) or offering as security (Sicherungsabnahme). This authorization becomes invalid should the customer or a third party have access to the goods or assigned claims.

9.3 The customer is entitled to keep and handle the goods for our care and to insure the goods against loss and damage. Herewith, the customer assigns any insurance claims to us in advance.

9.2 Should the goods be further processed by the customer or a third party, our ownership will be retained on the processed item. If the processed item is sold in the course of normal business, the customer will take note of our ownership. If the processed item is sold in the course of business, the customer will arrange the necessary insurance at the cost of the customer.

9.1 Goods remain our property until the customer has fulfilled all of his obligations with respect to payment for current and future business with us. This also applies if individual or all outstanding payments have been retained in the form of a bill of exchange. If this is the case the customer is authorized to withdraw from the contract if this has been explicitly declared in writing. The customer is obliged to inform us immediately if any third party has access to the said goods or assigned claims.

7.4 In the case of justified complaints of defects that have been notified in the appropriate manner, we are obliged, within an appropriate period of time, to either – at our discretion – eliminate the defects or to supply goods meeting the required specifications (“supplementary performance”). Should the supplementary performance fail, the customer is authorized to withdraw from the contract or to reduce the purchase price.

8. Information and other data:

5.2 Deliveries as a rule will be made in standard packs. Should this not be possible, the goods will pass to the customer as soon as possible after the commencement and end of such events. Should the dispatch of the goods be delayed by delivery of a third party more than two months and the customer is not informed accordingly, the customer and the customer are authorized to rescind the contract with regard to the parts of the delivery disturbed under exclusion of any other claims; this does not, however, apply to trials and loss of goods.

4.4 If goods delivered within a certain period of time have been agreed, these deliveries to be accepted by the customer will be equally distributed over the period unless the contract contains other provisions. We are authorized to store the goods at the cost and risk of the customer or, at our discretion, to extend the said period of time from the final delivery. In the latter case, any special conditions granted become null and void.

4.3 The delivery period shall be prolonged by the period during which, at no fault of our own, the goods are not available for collection. This is also the case if the customer has been informed that these are available for collection. This is also the case if any third party has access to the said goods or assigned claims.

4.2 Delivery times are calculated from the date designated on the order confirmation and from the date of the agreement in writing.

3.2 Any increases in freight charges or customer duties that come into effect subsequent to the conclusion of the contract will be passed on to the customer.

3.1 Our prices include delivery to the designated destination and include packaging but exclude all Value Added Tax, unless in other condition have been agreed and correspondingly designated. Should we reduce or increase our prices between the confirmation of the order and delivery due to increases of (i) taxes, duties and/or charges, (ii) wage or material costs, (iii) raw material costs, or (iv) other costs in the food industry (such as prices for further components of the goods) or (v) other corresponding costs reduce or increase and is the period of time between the conclusion of contract and the delivery more than four weeks, the new prices valid on the day of delivery will be charged. The changes will be communicated to the customer. In case of a price increase the customer is authorized to withdraw from the contract within a period of two weeks from the date of communication of the new prices. In case of the price reduction of wages, numbers, and other quantities as calculated by us unless the customer has raised objections immediately after the communication.

3.1 On placing an order, the customer is obliged to inform us of his Value Added Tax Identification Number.

2.3 We reserve the right to make any commercially normal changes in the properties and chemical composition of the goods if we assess such changes to be acceptable for the customer.

2.1 Our quotations are reissuable with respect to price, quantity, delivery date and other terms of the contract and condition if they have been confirmed in writing.

1.2 These General Terms and Conditions also apply to all future transactions between us and the customer, and even if we unreservedly deliver the goods while at the same time of the event of converging or diverging terms and conditions.

1.1 Should individual clauses of these Terms and Conditions be or become invalid, in part or in whole, the remaining clauses shall remain valid.

1. General Terms and Conditions

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