

Molkerei Rücker

Rücker GmbH
Egelscher Str. 111
26605 Aurich
www.molkerei-ruecker.de
GLN. 4008960000005

Molkerei Rücker

Ostsee-Molkerei Wismar GmbH
Molkereistraße 1
23970 Wismar
www.molkerei-ruecker.de
GLN. 401355700009

Terms and Conditions

§ 1 Validity of Terms and Conditions

(1) Our deliveries, services and offers are exclusively made based on these Terms and Conditions. They are considered agreed to no later than with acceptance of the goods or service. Purchase conditions of the buyer are only valid when expressly agreed by us through written confirmation.

§ 2 Conclusion of Contract and Prices

(1) Our offers are non-binding and without obligations. Declarations of acceptance and all orders are only made pursuant to these Terms and Conditions.
(2) In all cases, prices valid at the date of shipping are invoiced. These prices are understood, unless otherwise agreed, free to the ramp of the buyer or at the unloading site appointed, plus statutory VAT.

§ 3 Time of Delivery and Performance

(1) The periods and dates quoted by us are non-binding unless otherwise agreed in writing.
(2) We always strive to keep delivery periods. We have very strict receiving quality controls for our natural raw materials and exit checks for our finished products. Therefore a delay of delivery is not per se excluded. We accordingly are only liable for intent and gross negligence.
(3) If delivery is not only delayed temporarily we are entitled to postpone the delivery or service by the period of hindrance plus an appropriate start-up period or to cancel the contract in total or partially for the portion that has not been fulfilled.
(4) At any time, we have the right to partial deliveries and partial service performances.
(5) If we require an Entry Certificate from the buyer (proof of actually performed and tax-free shipment to other EU countries), then the buyer is obliged to immediately supply us with a completed and signed Entry Certificate containing all details statutorily necessary for VAT purposes without additional cost.

§ 4 Delivery, Transfer of Risk

(1) Any deliveries are – except where otherwise agreed – made ex factory (EXW as per Incoterms in their respective valid version). Where the goods are ready for shipment and shipment or respectively acceptance is delayed for reasons beyond our responsibility, then risk shall pass to the customer with reception of the notice of readiness for dispatch.
(2) Where the goods are shipped to the customer at their request, then the risk of accidental perishing or accidental deterioration of the goods shall pass to the customer with dispatch to the customer or no later than when leaving the factory (FCA) as per Incoterms in their respective valid version. This shall apply independently of whether the goods have been sent from the place of performance or who is liable for shipping costs.

§ 5 Warranty

(1) We warrant that the products are both produced from raw materials and manufactured in processes which are in good order with foodstuff regulations. Our facility is under continuous monitoring by health and food safety authorities.
(2) The products delivered comply with the foodstuff regulations applicable in Germany. The buyer is responsible for compliance with foodstuff regulations in the country of destination.
(3) If samples are taken at the buyer's place by food control authorities, a cross-check sample must be demanded and be sent to us.
(4) The buyer must immediately check delivered goods for deficiencies; otherwise the goods are considered accepted. In case of a complaint, the goods must still be kept stored properly at temperatures up to a maximum of 7 degrees Celsius.
(5) Complaints are only considered if they are made within 48 hours after receiving the goods – in case of hidden deficiencies after these being discovered, but no later than one year after receiving the goods – in writing and with enclosed

supporting documents.

If the goods are deficient, then the buyer first has the right to demand supplementary performance from the seller. Only if supplementary performance has failed, the buyer can withdraw from the contract or reduce prices. Claims for damages are barred.

(6) We are only obliged to warranty claims against us towards the direct buyer and such claims cannot be assigned.

§ 6 Retention of Title

(1) Until payment of all claims arising from the business relation, including possible refinancing or promissory notes, the seller reserves the ownership of his goods deliveries which may only be resold in the course of proper business practices.

(2) The retention of title also extends to the products resulting from processing, blending or combination of the goods to their full value, wherein the seller is considered the manufacturer; the processing is done free of charge and exclusively for the seller.

Should the retention of title nonetheless expire by any circumstances then seller and buyer already now agree that the property in the objects is transferred to the seller who accepts the transfer. The buyer remains the safekeeper of these objects free of charge.

(3) When processed together with goods still belonging to third parties, the seller gains joint ownership on the new objects. The extent of this ownership results from the ratio of the invoice value of the goods delivered by the seller to the invoice value of the remaining goods.

(4) The buyer hereby assigns the claim from a resale of goods under reservation of title to the seller, especially also insofar as the goods have been processed.

(5) As far as the total claims of the seller are undisputedly secured to more than 120 % through such assignments, the surplus on the amounts outstanding will be released on demand of the buyer and as selected by the seller.

(6) Provided he meets his payment obligations towards the seller, the buyer is entitled to collect the accounts receivable for himself until this is revoked. The right for resale or processing of the goods and the collection of accounts receivable shall cease in the event of stoppage of payments, the application for or opening of bankruptcy proceedings, court or out-of-court insolvency proceedings, a check or bill protest or a performed garnishment. Any other amounts receivable assigned after that time shall be accrued in a special account immediately.

(7) Any possible recall and redemption of goods shall always be carried out as a precaution; this shall not be construed as

a withdrawal from the contract even if partial payments have been granted subsequently.

§ 7 Payment

(1) Our bills are payable immediately net cash unless agreed otherwise. We have the right, despite any contrary terms of the buyer, to credit payments by the buyer to his older debts at first, then on interest payable and only then to the primary debt.

(2) In the event that the buyer defaults on payment, interest on arrears shall apply to the invoice amount of 8 % above the current base rate of the German Bundesbank.

(3) The buyer is only entitled to offset, withhold or reduce payment, even if defects or counter claims have been asserted, if the counter claims have been legally established or have been recognized by us through written statement.

§ 8 Resale

(1) Goods which are out of date must not be put into circulation. In cases of noncompliance, the buyer is liable for damages resulting to us.

§ 9 Applicable Law, Legal Venue

(1) To the business relations and all legal relationships between the buyer and us, the laws of the Federal Republic of Germany apply.

(2) As far as permitted by law, Aurich is the exclusive legal venue for disputes arising from this contractual relationship.

(3) In the event that a provision in these Terms and Conditions or a provision within other agreements proves or becomes ineffective, this leaves the effectiveness of all remaining provisions or agreements unaffected. Instead the ineffective provision shall be construed through interpretation, partial retention, and in the case of gaps by way of supplementary interpretation in a way which achieves the intended economic purpose in a legally permissible way.

As of: 11/2018



Registergericht: Amtsgericht Aurich, HR B 575 Geschäftsführer: Klaus Rücker Aufsichtsratsvorsitzender: Prof. Heinrich Wietbrauk

Oldenburgische Landesbank Aurich, BLZ 280 200 50, Konto-Nr. 8 313 156 500, IBAN: DE 76 280 200 508 313 156 500, BIC: OLBO DE H 2

Commerzbank Emden, BLZ 284 400 37, Konto-Nr. 491 458 600, IBAN: DE 73 2844 0037 0491 458 600, BIC: COBA DE FF 284