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www.drsc.de - info@drsc.de

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DSR – öffentliche SITZUNGSUNTERLAGE

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TOP:	03 – IASB/FASB DP Revenue Recognition
Thema:	Stellungnahme an den IASB
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DRSC e. V. • Zimmerstr. 30 • 10969 Berlin

Telefon +49 (0)30 206412-12

Telefax +49 (0)30 206412-15

E-Mail info@drsc.de

Sir David Tweedie
Chairman of the
International Accounting Standards Board
30 Cannon Street
London EC4M 6XH
United Kingdom

Berlin, 19 February 2009

Dear David,

Discussion Paper 'Preliminary Views on Revenue Recognition in Contracts with Customers'

We appreciate the opportunity to respond to the International Accounting Standards Board's Discussion Paper 'Preliminary Views on Revenue Recognition in Contracts with Customers'. This letter represents the view of the German Accounting Standards Board (GASB).

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For detailed comments we refer to the appendix to this comment letter.

If you want to discuss any aspects of this letter in more detail, please do not hesitate to contact me.

Yours sincerely,

Liesel Knorr

President



A CONTRACT-BASED REVENUE RECOGNITION PRINCIPLE

Question 1

Do you agree with the boards' proposal to base a single revenue recognition principle on changes in an entity's contract asset or contract liability? Why or why not? If not, how would you address the inconsistency in existing standards that arises from having different revenue recognition principles?

A. Sichtweise des DSR in früheren Sitzung

- 1 Der DSR befürwortet den *asset-liability-approach*.
- 2 Der Vertrag als Grundlage des im DP vorgeschlagenen Modells wird grundsätzlich als adäquate Voraussetzung anerkannt.
- 3 Der Zeitpunkt der Erlösrealisierung soll auf dem bereits im PAAinE-Diskussionspapier favorisierten *continuous approach* basieren. Ausgehend von diesem Grundsatz sollten pragmatische Vereinfachungen bei der Massenfertigung, z. B. der Autoproduktion vorgenommen werden.
- 4 Der vom DSR befürwortete Ansatz führt dazu, dass künftig sogenannte „schwebende Geschäfte“ zu erfassen sind. Eine Saldierung der aus dem Vertrag resultierenden Vermögenswerte bzw. Verbindlichkeiten sollte zulässig sein. Da sich in diesem Falle die Vermögenswerte und die Verbindlichkeiten i.d.R. gegenseitig ausgleichen, kommt es zu keinem Ausweis in der Bilanz.

B. Entwurf der Stellungnahme des DSR

A single, universally-applied revenue recognition principle

- 5 We agree with the boards' proposal to base a single revenue recognition principle on changes in an entity's contract asset or contract liability.
- 6 In theory there are a number of different ways the two Boards could have decided to tackle the problem. At one extreme they could attempt to resolve the problems by making a series of ad hoc changes to the existing standards without carrying out a fundamental rethink. For example:



(a) it ought to be possible to address some of the concerns about the arbitrariness of the boundaries between the standards by making amendments to the definition of construction contracts and distinguishing between different types of contracts for services; and

(b) they could develop material to address the transactions that are not dealt with comprehensively in the existing material.

- 7 Such an approach is attractive because many commentators seem to be of the view that the existing revenue literature works for the vast majority of transactions. In other words, if a change needs to be made, it does not need to be a big one, so it is not necessary to ask fundamental questions about revenue; instead it is necessary only to ask what 'add-ons' and exceptions need to be made to the existing material.
- 8 However, such an approach would mean that standards would still be based on different revenue accounting principles. That in turn would mean there would still be boundaries between principles that will be problematical and it would still be difficult to extrapolate the existing material to address new types of transactions that will emerge in the years ahead. There would also continue to be different views of what revenue is and of how financial statements should portray an entity's revenue-related activities. In other words, such an approach would provide only temporary relief.

A focus on the contract asset or liability

- 9 The GASB is of the opinion that revenue can only rise on the basis of a contract. We are also in favour of applying the asset-liability approach as a starting point of a comprehensive revenue recognition model.
- 10 However, we do not share the conclusions drawn in the DP that the fulfilment of the contractual performance obligation is the indicator for recognising revenue. We prefer the so called continuous approach under which revenue is recognised continuously over the course of the contract as the contract progresses (see EFRAG PAAinE Discussion Paper - Revenue Recognition – A European Contribution, pages 49 – 64).
- 11 In our opinion, in most cases the approach of the DP and the continuous approach result in the same pattern of revenue recognition. Especially, for the simplest of sales transactions (ie small item/low volume sales that are immediately delivered) – which



account for the majority of all revenue generating transactions – there is no difference in accounting under the different models.

- 12 However, as soon as some additional complexity is involved, differences emerge (see answer to question 2). In our opinion, the key test of any proposed accounting solution is its usefulness to users of the financial statements. With regard to more complex transactions, we believe that critical event approaches as the approach in the DP do not give users the information that they want. What is needed is an approach to revenue recognition that results in revenue being recognised as the reporting entity's performance progresses – and the approach that does that most effectively is the continuous approach.

Frage an den DSR: Hat der DSR materielle Anmerkungen zu diesen Ausführungen?

C. Anmerkungen des Projektmanagers

- 13 keine

Question 2

Are there any types of contracts for which the boards' proposed principle would not provide decision-useful information? Please provide examples and explain why. What alternative principle do you think is more useful in those examples?

A. Sichtweise des DSR in früheren Sitzungen

- 14 Das Grundprinzip, die Erlösrealisierung an der Erfüllung der vertraglichen bzw. genau definierten vertraglichen Leistungserbringung festzumachen, ist nicht ausreichend, um die Erlösrealisierung im Zusammenhang mit der Vielzahl der unterschiedlichen in der Praxis vorkommenden Transaktionen sinnvoll durchzuführen.
- 15 Der DSR befürwortet den *continuous approach*. Die im Diskussionspapier vorgeschlagene Anwendung des *critical event approach* bei Fertigungsaufträgen ist nicht sachgerecht. Der Vorschlag im Diskussionspapier zu Serviceverträgen entspricht im Ergebnis dem *continuous approach*.



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- 16 Hinsichtlich *multi element arrangements* scheint das alleinige Abstellen auf den Zeitpunkt der Erfüllung der Leistungsverpflichtung als Kriterium für die Erlösrealisierung wenig hilfreich und fern der wirtschaftlichen Realität. Begründet wird dies damit, dass auch bei einer gleichzeitigen Erfüllung der Leistungsverpflichtungen nach wie vor eine Klassifizierung vorgenommen werden muss.

B. Entwurf der Stellungnahme des DSR

- 17 The GASB believes that the boards' proposed principle would not provide decision-useful information especially for the following contracts:
- 18 First of all, when we consider long-term construction contracts with non-continuous transfer of assets, the difference is obvious and fundamental; under the approach in the DP, no revenue will be recognized until the work is completed. This issue was considered during the development of IAS 11 and at that time the conclusion was reached that recognising revenue only at the end of a long-term construction contract did not give users the information that they wanted. We are of the opinion that the information needs of users with regard to these contracts have not changed over time.
- 19 Furthermore, we believe that any approach chosen should be able to deal well with multi-element arrangements. In our opinion, the approach in the DP does not provide a disaggregation criterion (see answer to Question 5), which helps to identify the separate elements of these arrangements. In contrast, a continuous approach could be applied to multi-element arrangements without disaggregation (assuming that one joint measure of progress is appropriate for all elements of the arrangement, and it is not considered necessary to disaggregate the contract for presentation purposes or because significantly different profit margins are being earned on different parts of the contract). The entire revenue would be allocated based on this joint measure of performance towards completion of the entire arrangement. If, for example, progress is measured according to costs incurred, revenue for performance under the contract arises as costs are incurred. Thus, in a very simple way one avoids the problem of disaggregating a contract into elements to be accounted for separately. However, even if disaggregation is necessary,



it would in most cases be a much less complex exercise than disaggregation any other approach.

Frage an den DSR: Hat der DSR materielle Anmerkungen zu diesen Ausführungen?

C. Anmerkungen des Projektmanagers

20 Folgende Fallgestaltungen, bei denen wesentliche Abweichungen zwischen dem Ansatz im DP und dem *continuous approach* auftreten, werden im EFRAG PAAinE *Discussion Paper Revenue Recognition – A European Contribution* (vgl. S. 72) geschildert:

“For example, for a sale of goods transaction, under the critical events approach the principle is in effect that the revenue on the whole transaction arises when the goods are delivered. That would be the case regardless of whether the goods are in stock when the customer orders them and, if they are not in stock, when it is a matter of simply obtaining them from a sub-supplier or the supplier manufacturing them. Under the continuous approach, revenue would arise as the supplier performs, which would mean that only a small part of the revenue will arise on delivery; the vast majority of the revenue will arise earlier. When exactly that revenue will arise will depend on whether the goods are in stock and, if they are not, when the goods come into the supplier’s Possession and whether the supplier also manufactured them. Applying the continuous approach will in almost all cases result in revenue being deemed to have arisen earlier than under the critical event approaches, and the authors believe it will never involve revenue arising later.”

Frage an den DSR: Ist der DSR der Ansicht, dass der Ansatz im DP in den geschilderten Fällen aus Sicht des Nutzers keine entscheidungsnützlichen Informationen liefert, da in diesen Fällen bei der Ertragserfassung nicht differenziert wird?

**Question 3**

Do you agree with the boards' definition of a contract? Why or why not? Please provide examples of jurisdictions or circumstances in which it would be difficult to apply that definition.

A. Sichtweise des DSR in früheren Sitzungen

- 21 Der DSR lehnt die im Diskussionspapier vorgeschlagene Definition eines *contract* ab und befürwortet die Definition eines *contract* nach IAS 32.13.
- 22 Der DSR ist allerdings der Ansicht, dass IAS 32.13 in dem Sinne verstanden werden sollte, dass auch wirtschaftliche Verpflichtungen von dieser Definition erfasst sein sollten, die nicht gerichtlich einklagbar sind.
- 23 Die derzeitige Arbeitsdefinition einer Verbindlichkeit beinhaltet zwar ebenfalls das Kriterium der Einklagbarkeit. Der DSR nimmt die Position ein, dass die rechtliche Einklagbarkeit nicht als Kriterium einer wirtschaftlichen Verpflichtung maßgeblich sein sollte.

B. Entwurf der Stellungnahme des DSR

- 24 The GASB does not agree with the boards' definition of a contract. We think the IFRSs should have only one definition of a contract because different definitions might be interpreted in different ways. We would prefer the definition of a contract given in IAS 32.13, but shift the focus from a legal perspective to a more economic view. In other words, we suggest not sticking to the term "enforceable" as the main delimitation criterion, rather than emphasizing the term "the parties have little, if any, discretion to avoid, usually because the agreement is enforceable by law". Although the discussion paper describes the two definitions as consistent, we think that the definition in IAS 32.13 leaves more room for an economic interpretation. We would prefer that understanding because we are of the opinion that revenue does not necessarily arise only from enforceable rights and obligations. Some argue that, as we are applying an asset/liability ap-



proach and are therefore focusing on increases in assets and decreases in liabilities, we need to focus on enforceable contractual rights and enforceable obligations.

- 25 However, not all assets and liabilities are based on enforceable contractual rights or obligations. For example, liabilities that are based on constructive obligations might not be enforceable. It would therefore not be correct to argue that the asset/liability approach per se requires us to focus on enforceable contractual rights and obligations.
- 26 Furthermore, we think that it is not possible to apply the proposed definition consistently in different jurisdictions. For example, in paragraph 3.6 of the DP it is mentioned that sometimes an entity establishes a practice of providing particular goods or services, such as a warranty service. Even if neither the contract nor the law explicitly requires such a service, the entity by its customary business practice may have implicitly or constructively created an obligation that would be enforceable. We conclude from this example that there are some jurisdictions in which a customary business practice can result in an enforceable obligation. In contrast, according to German law customary business practice can by no means constitute enforceable obligations because such a legal concept does not exist. This would mean that the same business practice would result in different accounting, dependent on the legal framework which has to be applied. This affects the cross-border comparability of financial statements. In our view therefore the definition and its application should focus on the economic consequences rather than the enforceability of the obligation or interpret the term 'enforceable' in a way that it represents not only what would be recognised as enforceable by legal or equivalent means, but also – besides the main enforceable performance obligations – include constructive obligations which are not enforceable, but related to the contract.

Frage an den DSR: Hat der DSR materielle Anmerkungen zu diesen Ausführungen?

C. Anmerkungen des Projektmanagers

- 27 Nach Ansicht des DSR setzt „*Revenue*“ zwingend einen Vertrag voraus, d.h. meines Erachtens, dass kein Umsatz ausgewiesen werden kann, ohne dass die Hauptleistungsverpflichtungen (Leistung und Gegenleistung) vertraglich vereinbart wurden, so dass dadurch gerichtlich durchsetzbare Ansprüche begründet werden. Andernfalls würde gar kein Vertrag im rechtlichen Sinne existieren.



Frage an den DSR: Teilt der DSR die Sichtweise, dass zumindest die Hauptleistungsverpflichtungen gerichtlich durchsetzbar sein müssen?

- 28 Daran anschließend stellt sich die Frage, wie weit der Kreis der Verpflichtungen gezogen wird, die in den „Vertrag“ einbezogen werden. Diese Grenzziehung ist entscheidend für die spätere Frage, auf welche „vertraglichen“ Verpflichtungen der Transaktionspreis zu verteilen ist. Das DP zieht die Trennlinie bei der rechtlichen Durchsetzbarkeit der Verpflichtungen. Diese Abgrenzung führt zu einer eindeutigen Grenzziehung, hat aber den Nachteil, dass für eine wirtschaftliche Betrachtung kein Raum verbleibt. Dem IASB kann allerdings zugute gehalten werden, dass diese rechtliche Sichtweise mit der Arbeitsdefinition einer „Verbindlichkeit“ im Rahmen des Framework B Projektes in Einklang stehen dürfte. Der IASB definiert derzeit eine Verbindlichkeit wie folgt:
- 29 „A liability of an entity is a present economic obligation for which the entity is the obligor. An entity is the obligor if the entity is required to bear the economic obligation and its requirement to bear the economic obligation is enforceable by legal or equivalent means.”
- 30 Zwar startet der IASB in dieser Arbeitsdefinition wie auch bei der Definition in IAS 32.13 mit einer wirtschaftlichen Perspektive der Verpflichtung, nimmt aus dieser Ausgangsmenge an möglichen Verpflichtungen allerdings nur diejenigen heraus, die auch “*enforceable by legal or equivalent means*” sind, d.h. die Definition einer Verbindlichkeit ist jurisdiktionsbezogen. Von dieser Konzeption ausgehend verbleibt m.E. kein Raum für eine „faktische, nicht durchsetzbare Verpflichtung“, d.h. man könnte den im Entwurf der Stellungnahme aufgezeigten Widerspruch auch dadurch auflösen, indem man den Begriff der „faktischen Verpflichtung“ enger zieht als z.B. in IAS 37.10. Auf Basis des deutschen Rechts dürfte dann allerdings kein Anwendungsfall mehr existieren.

Frage an den DSR: Teilt der DSR diese Sichtweise?



PERFORMANCE OBLIGATIONS

Question 4

Do you think the boards' proposed definition of a performance obligation would help entities to identify consistently the deliverables in (or components of) a contract? Why or why not? If not, please provide examples of circumstances in which applying the proposed definition would inappropriately identify or omit deliverables in (or components of) the contract.

A. Sichtweise des DSR in früheren Sitzungen

31 Anhand des Beispiels der Softwareentwicklung stellt der DSR fest, dass eine Abgrenzung, ob etwas eine Dienstleistung oder ein Gut ist, gegebenenfalls schwierig ist. Je nach Einordnung der zu erfüllenden Leistungsverpflichtung kommt es zur Anwendung unterschiedlicher Ansätze nach dem Diskussionspapier.

B. Entwurf der Stellungnahme des DSR

32 We think that the boards' proposed definition of a performance obligation provides a basis to identify consistently the deliverables in (or components of) a contract. Nevertheless, we are of the opinion that in practice many issues will arise whether a contract promises a good or a service, or both.

33 For example, if a software company promises to develop a specific program for a customer, is the company obliged to provide a service (i.e. the development of the program) or is the company obliged to transfer a good (i.e. the finished program)? We tend to the latter solution because, in addition to the process of the development, a specific success is obliged and only the finished program has a value for the customer. Therefore, we would conclude that the finished program is a good.

34 On the other hand, look at a translator who agrees to translate a text which consists of 100 pages. Is the translator obliged to provide a service (i.e. the translation) or is he obliged to provide the whole translated text. Also in this case we tend to the latter solution because again a pre-defined success (i.e. the translation of 100 pages) is agreed.



However, compared with the first example the translation of each page has a stand-alone value for the customer. Does this mean that each page is an independent good?

- 35 Finally, look at a company which makes a contract with a cleaning company to clean their rooms for one year. According to German civil law such a contract would not be classified as service contract because not only the cleaning service itself is subject of the agreement, rather than the clean rooms. We have doubts if we can transfer this interpretation to the distinction of services and goods as used in the DP.
- 36 Because of these problems to distinguish between a contract which promises the transfer of a good and a contract which promises the transfer of a service, we would encourage the IASB to clarify these terms by definition and to give more examples, so that a consistent application is possible.

Frage an den DSR: Hat der DSR materielle Anmerkungen zu diesen Ausführungen? Gibt es noch weitere Fallbespiele die Abgrenzungsschwierigkeiten aufwerfen?

C. Anmerkungen des Projektmanagers

- 37 Keine

Question 5

Do you agree that an entity should separate the performance obligations in a contract on the basis of when the entity transfers the promised assets to the customer? Why or why not? If not, what principle would you specify for separating performance obligations?

A. Sichtweise des DSR in früheren Sitzungen

- 38 Die Aggregation von verschiedenen Leistungsverpflichtungen eines Vertrages im Falle, dass die entsprechenden Leistungen zum selben Zeitpunkt zu erbringen sind, lehnt der DSR ab, da der DSR den Zeitpunkt der Leistungserbringung nicht als adäquates Kriterium ansieht, um verschiedene Leistungsverpflichtungen voneinander abzugrenzen.



B. Entwurf der Stellungnahme des DSR

- 39 The GASB does not agree that an entity should separate the performance obligations in a contract on the basis of when the entity transfers the promised assets to the customer. Under the model proposed in the paper a contract in regard with a promised asset can theoretically be divided into endless performance obligations because the DP does not propose a disaggregation criterion. On the other hand, the timing of transfer of the promised asset itself does not provide an answer to the question which of these endless performance obligations should be accounted for as single performance obligations.
- 40 For example, a computer manufacturer sells a computer to a customer and transfers the computer at one point in time. The DP argues in paragraph 3.21 that this computer consists of many parts and so the contract can be divided into many performance obligations. In a second step the DP allows in paragraph 3.24 that the entity accounts for this bundle of goods as a single performance obligation because they are transferred at the same time. In other words, the entity is not required to account for the ordered computer as a single performance obligation and can also allocate the revenue to different segments. In result, not the timing of the transfer, rather than the principle of faithful representation is the aggregation criterion.
- 41 On the other hand, if a computer manufacturer sells a computer (i.e. not computer components) to a customer, but transfers the computer component by component, it seems to be not decision-useful to artificially divide the single performance obligation because in our opinion the unit of account (i.e. single performance obligation) is driven by the contractual arrangement and not by the timing of the transfers of single components, which neither fulfill the contractual obligation nor have a stand-alone value for the customer.
- 42 We therefore would suggest applying the IFRIC 18.15 indicators, which focus on what represents a stand-alone value for a specific customer.

Frage an den DSR: Hat der DSR materielle Anmerkungen zu diesen Ausführungen?



C. Anmerkungen des Projektmanagers

- 43 Nach Ansicht des Projektmanagers gibt das DP keine Antwort auf die Frage, welches Kriterium zur Aggregation bzw. Disaggregation von Verträgen mit verschiedenen Leistungsverpflichtungen herangezogen werden soll. Der Zeitpunkt der Übertragung eines Vermögenswerts liefert keinen Anhaltspunkt für die Differenzierung. Insbesondere bei Mehrkomponentenverträgen dürften sich mittels dieses Kriteriums die verschiedenen Komponenten nicht identifizieren lassen.

Frage an den DSR: Teilt der DSR diese Sichtweise?

Question 6

Do you think that an entity's obligation to accept a returned good and refund the customer's consideration is a performance obligation? Why or why not?

A. Sichtweise des DSR in früheren Sitzungen

- 44 Die Verpflichtung eines Unternehmens vom Kunden auf Basis eines Rückgaberechts zurückgegebene Waren zu akzeptieren und dem Kunden die Vergütung zurückzugewähren, betrachtet der DSR nicht als eine selbständige Leistungsverpflichtung. Vielmehr wird eine Behandlung nach dem sogenannten *failed sale approach*, wie er z.B. der US GAAP Regelung des SFAS 48 zugrunde liegt, befürwortet. Demzufolge ist allein bei Verkäufen einer Vielzahl von homogenen Waren mit Rückgaberecht eine entsprechende Wertberichtigung der Forderungen zu Lasten der Umsatzerlöse zu berücksichtigen.



B. Entwurf der Stellungnahme des DSR

45 We do not think that an entity's obligation to accept a returned good and refund the customer's consideration is a performance obligation. We prefer the so called 'failed sale' approach, similar to the requirements in SFAS 48, because of the following reasons:

- If we look at many homogeneous transactions, both approaches should theoretically result in the same amount of revenue that has to be recognised, because the measurement of the return right as individual performance obligation equals the amount of transactions to be considered to have failed. So, from the user perspective both approaches provide the same decision-useful information. In regard with homogeneous transactions, no approach takes preference over the other.
- However, regarding transactions of heterogeneous goods, we think that the 'failed sale' approach provides the more decision-useful information because in many cases the entity will not be able to estimate the probability of returns and thus, will not be able to measure the return right. Nevertheless, if the performance obligation is considered to be fulfilled and the return right treated as an individual performance obligation, some revenue has to be recognised because it would be wrong to assume a return probability of 100 per cent. In contrast, if the sale of a heterogeneous good is considered to be a failed sale until the return right expires, no revenue will be recognised until this point of time. From a user perspective this provides more reliable information.
- Finally, looking at the economic nature of a contract with a return right, in our opinion such a contract has more similarities with an offer which has not been accepted yet, than with a binding contract which has to be reversed because the good is defect.

Frage an den DSR: Hat der DSR materielle Anmerkungen zu diesen Ausführungen?



46 Auszug aus SFAS 48

Criteria for Recognizing Revenue When Right of Return Exists

6. If an enterprise sells its product but gives the buyer the right to return the product, revenue from the sales transaction shall be recognized at time of sale only if *all* of the following conditions are met:

- a. The seller's price to the buyer is substantially fixed or determinable at the date of sale.
- b. The buyer has paid the seller, or the buyer is obligated to pay the seller and the obligation is not contingent on resale of the product.
- c. The buyer's obligation to the seller would not be changed in the event of theft or physical destruction or damage of the product.
- d. The buyer acquiring the product for resale has economic substance apart from that provided by the seller.
- e. The seller does not have significant obligations for future performance to directly bring about resale of the product by the buyer.
- f. The amount of future returns can be reasonably estimated (paragraph 8).

Sales revenue and cost of sales that are not recognized at time of sale because the foregoing conditions are not met shall be recognized either when the return privilege has substantially expired or if those conditions subsequently are met, whichever occurs first.

C. Anmerkungen des Projektmanagers

47 In der letzten DSR-Sitzung wurde in diesem Zusammenhang die Frage erörtert, ob bzw. inwieweit die Kontrolle der Ware für die Frage der Erfassung von Umsatz eine Rolle spielt. Insoweit wurde zu Recht darauf hingewiesen, dass Grundlage jedes Umsatzausweises ein Vertrag ist, und dass solange kein Vertrag vorliegt, die Tatsache, dass ein Kunde Kontrolle über die Ware hat, keine Rolle spielt. Als Beispiel wurde zu Recht die unaufgeforderte Zusendung einer Ware angeführt.

48 Es verbleibt nach Ansicht des Projektmanagers allerdings die Frage, ob bzw. inwieweit das Kontrollkonzept in die Beantwortung dieser Frage einbezogen werden muss, wenn ein wirksamer Vertrag besteht. Ausgangspunkt der Umsatzvereinnahmung ist die Erfüllung der Leistungsverpflichtung. Bei einem Kaufvertrag besteht die Leistungsverpflichtung darin, dem Kunden den Besitz und das Eigentum an der Ware zu verschaffen. Eigentum hat der Kunde, wenn er andere Personen, insbesondere das liefernde Unternehmen, von der Nutzung der Ware ausschließen kann, d.h. er rechtliche und wirtschaftliche Kontrolle über die Ware hat. Zwar dürften der Kontrollbegriff und der Eigentumsbegriff nicht deckungsgleich sein, m.E. kann daraus in der Regel trotzdem gefolgert werden, dass die Leistungsverpflichtung erst dann erfüllt ist, wenn auch Kontrolle übergegangen ist, d. h. keine Erfassung von Umsatz ohne Kontrollübergang. Fraglich ist, ob im Rahmen eines wirksamen Vertrags auch die umgekehrte These Gültigkeit beanspruchen kann oder sollte, d.h. Erfassung von Umsatz bei Kontrollübergang.



Stimmt diese These nicht, würde dies bedeuten, dass im Rahmen eines Verkaufs eine Ware vom Unternehmen an den Kunden übertragen werden kann, ohne dass das Unternehmen berechtigt ist, Umsatz auszuweisen. Ist die These dagegen korrekt, besteht entweder kein Bedarf für ein eigenständiges Konzept der Ertragserfassung oder für ein eigenständiges Kontrollkonzept.

Frage an den DSR: Welche Sichtweise präferiert der DSR?

Question 7

Do you think that sales incentives (eg discounts on future sales, customer loyalty points and 'free' goods and services) give rise to performance obligations if they are provided in a contract with a customer? Why or why not?

A. Sichtweise des DSR in früheren Sitzungen

49 Alle sogenannten *incentives*, die für den Kunden einen zusätzlichen Vorteil darstellen, sind als selbständige Leistungsverpflichtungen zu behandeln. Der Umsatz ist entsprechend abzugrenzen.

B. Entwurf der Stellungnahme des DSR

50 We think that sales incentives give rise to separate performance obligations if they are provided in a contract with a customer and provide an incremental benefit for the customer. Therefore, we would conclude that in both cases mentioned in paragraph 3.27 a separate performance obligation exists.

51 In the TuneCo case the incremental benefit consists of the gift card, which has a stand-alone value for the customer.



- 52 The same applies for the SongCo case. In this case the customer a 40 per cent discount for purchases up to CU100, which has an incremental value for the customer as well.
- 53 Some might argue that in the SongCo case the offer is part of the contract related to the first purchase that has been accepted by the customer, but nevertheless that the discount offer has to be accepted by the customer before a contract – and hence a performance obligation – exists in relation to the future purchases.
- 54 However, we are of the opinion that in both cases a contract with regard to the incentive has not been entered in at the time of the first purchase. Nevertheless, the entities have to stand ready to give the incentives if the customers decide to make a second purchase. Hence, in both cases a performance obligations exists, which does not consist of the obligation to transfer an individual good, rather than consists of the obligation to enter a contract with the customer under pre-defined conditions.

Frage an den DSR: Hat der DSR materielle Anmerkungen zu diesen Ausführungen?

C. Anmerkungen des Projektmanagers

- 55 keine