

Interstarch GmbH's General Terms and Conditions (05/2014)

These General Terms and Conditions form part of any contract signed with Interstarch GmbH regarding the sale and delivery of products / provision of services. Special agreements and/or individual agreements take precedence over these regulations if the special/individual regulations contradict the general regulations.

These General Terms and Conditions do not apply to consumers.

Delivery/shipping:

1. Our prices are in EUROS and exclude VAT at the applicable rate, but include packaging or loose delivery in a tanker.
2. The buyer is obliged to take delivery of the product on the agreed date.
3. Products are always delivered from our Elsteraue factory or our distribution warehouse, and the buyer pays the shipping costs.
4. The risk is transferred to the buyer when the product is handed over to the carrier at the latest.
5. The quantities used to calculate the price are established by measuring, weighing or counting.

Delayed acceptance / debtor's delay:

1. If the delivery is delayed by Interstarch GmbH, the buyer is obliged to grant Interstarch GmbH a delivery grace period of four weeks. Claims because of delayed delivery may not be made until the grace period has expired. Force majeure and disruptions to operations and failed deliveries suffered by the seller or suppliers of the seller which are not the fault of the seller but which prevent the seller from delivering the object of purchase on the agreed date or within the agreed period extend the delivery period by duration of the hindrance. If the hindrance leads to a delay of more than four months, the buyer may withdraw from the contract.
2. If acceptance of the delivery is delayed by the buyer, Interstarch GmbH may withdraw from the contract and demand compensation if arranging a new delivery date or period is unsuccessful. In addition, at this point at the latest, Interstarch GmbH is entitled to withhold the delivery until the invoice amount has been paid by the buyer.

Defects / notification of defects / liability:

1. Small deviations in quality, colour or weight are not classed as defects.
2. Interstarch GmbH must be notified in writing of any possible defects as soon as the product has been received, and exact details must be provided.
3. The statutory limitation period applies to material defects. However, a limitation period of one year applies from the start of the statutory limitation period if the buyer is a juristic person under public law, a special asset under public law or an entrepreneur who is acting in their commercial or independent professional capacity when signing the contract.
4. Liability for negligence is ruled out.

Invoicing and payment:

1. The buyer will receive an invoice immediately, which must be settled as soon as it is received, unless something else has been agreed here. No deductions of any kind (for postage, discounts, transfer charges or insurance fees, for example) are permitted.
2. If there is a delay in payment, Interstarch GmbH is entitled to charge interest for the delay, reminder fees at €5.00 per reminder and any other damages.

3. Interstarch GmbH has a right of retention and also a right to refuse performance if due invoices are still outstanding at the time of delivery.
4. Offsetting against counterclaims is ruled out if these are not legally binding.
5. Cheques and bills of exchange will only be accepted on account of performance and only classed as payment once they have been honoured. Discount charges, collection charges and any other charges must be paid by the buyer. Bills of exchange must never have a term that is longer than three months.

Retention of title / assignment for security / combining:

1. All objects of purchase remain the property of Interstarch GmbH until the purchase price has been paid in full.
2. If the buyer is a juristic person under public law, a special asset under public law or an entrepreneur who is acting in their commercial or independent professional capacity when signing the contract, the object of purchase also continues to remain the property of Interstarch GmbH until any receivables arising from the current business relationship that are owed to the seller by the buyer and are connected to the purchase have been paid. At the request of the buyer, the seller is obliged to renounce retention of title if the buyer has incontestably paid all the receivables connected to the object of purchase and there are appropriate securities for the remaining receivables arising from the current business relationships.
3. The buyer may however sell the product in a regular business deal. If this does occur, the buyer must assign to Interstarch GmbH now the receivable from the resale to the third party in the amount of the receivable that is still outstanding. The buyer is obliged to inform its customer of the assignment any time it is asked to do so.
4. If such products are ever pledged or assigned to a third party by way of security, the buyer is obliged to report this to the seller and get the consent of the seller.
5. The buyer is entitled to use and process the product and also combine it with other products as part of regular business operations before it has been paid for in full. Interstarch GmbH will acquire ownership of the product(s) resulting from the processing as well. If the product is processed together with products that belong to the buyer or a third party, Interstarch GmbH will acquire co-ownership of the resulting product(s). The buyer is obliged to keep the product(s) safe for us. The buyer is entitled to sell and deliver the new product(s) if this is standard in its regular business operations. Clause 4. applies to the receivables arising from the sale.
6. Interstarch GmbH is obliged to release securities of the kind mentioned above if, taking into account the value created by the buyer, their value exceeds the receivables to be secured by 10%.

Place of fulfilment and place of jurisdiction

Providing agreements regarding the place of fulfilment are legally possible, the following applies:

1. The place of fulfilment for delivery and payment is Elsteraue for both contracting parties.
2. The place of jurisdiction for any disputes arising from this contract is Halle (Saale).