

General Terms and Conditions for DIOStart starter cultures and pre-dough starters (Status: 01.04.2024)

The following terms and conditions shall become an integral part of the contract for all deliveries and services of DIOSNA in accordance with the „Starter Cultures Agreement“ (hereinafter referred to collectively as the „Agreement“ or „Contract“) and for individual orders of starter cultures, unless expressly agreed otherwise. Any contrary or supplementary terms and conditions in the General Terms and Conditions of the Client are expressly rejected.

The agreement enters into force upon signature by both parties and is concluded for an indefinite period. It can be terminated by either party for the first time with a notice period of 3 months to the end of 12 months. It is automatically extended by one year unless one party terminates the contract at the end of the 12-month period with a notice period of 3 months. The right to terminate for good cause remains unaffected. In any case, notice of termination must be given in text form.

The Client must inform the Contractor immediately in writing of any deviations of the starter cultures and pre-dough starters from the agreed quality. After consultation with the Contractor, the Customer shall give the Contractor the necessary time and opportunity to carry out all replacement deliveries that the Contractor deems necessary. The costs of the replacement delivery shall be borne by the Contractor - to the extent that the complaint was justified.

The Contractor shall be entitled to adjust the package prices for the first time after the expiry of 12 months after the start of the contract and at most once per calendar year with a notice period of three months to the end of the month in accordance with the actual cost development at the Contractor (material and personnel costs).

As soon as there is a remuneration adjustment of more than 5%, the client shall be entitled to terminate the contract extraordinarily with a notice period of at least six weeks after receipt of the adjustment request as of the date on which the adjustment takes effect.

In the event of a reduction in the corresponding costs, the client may also demand a corresponding reduction in remuneration for the first time after the expiry of 12 months within the same aforementioned notice period.

The announcement of a price adjustment shall be sent by e-mail to the address provided for contract communication.

Services can be paused for a maximum of 3 months within a 12-month period.

If the Contractor is in default with the delivery or service and the Client suffers damage as a result, the Contractor's liability for damage caused by delay (damages in addition to performance) shall be limited to 0.5% per full week, up to a maximum of 5% of the net price of the delayed delivery or service, provided that the Contractor is not guilty of intent or gross negligence. Liability for injury to life, limb or health remains unaffected.

The Contractor's total liability for damages caused by delay shall be limited to a maximum of 7.5% of the total net price of the delivery and service. The aforementioned exceptions to this limitation shall apply accordingly.

The Contractor's total liability shall be limited to the following cases: in the event of intent or gross negligence on the part of the Contractor, culpable injury to life, limb or health, fraudulent concealment of defects, within the scope of an extended, separately declared fraudulent concealment of defects, in the context of an extended, separately declared guarantee promise or in the case of defects in the delivery or service within the meaning of the Product Liability Act.

The Contractor is entitled to transfer its rights and obligations under this contract to third parties.

Collateral agreements and amendments to the contract shall require the Contractor's confirmation in text form in order to be effective. Should any provision of this contract be or become invalid, this shall not affect the validity of the remaining provisions. Should individual provisions of this contract be or become invalid or contain gaps, this shall not affect the validity of the remaining provisions.

The invalid regulations shall be replaced by the corresponding legal regulations.

For contractual partners within Germany: The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Osnabrück. German law shall apply.

For contractual partners outside Germany: The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Zurich, Switzerland. Swiss law shall apply.