

Interteam Speditionsges. mbH – Terms and Conditions (Customer)

We operate exclusively in accordance with the Allgemeine Deutsche Spediteurbedingungen 2017 – ADSp 2017 – (German Freight Forwarders' General Terms and Conditions 2017) - insofar as mandatory statutory provisions and liability principles do not conflict.

Note: In clause 23 the ADSp 2017 deviates from the statutory liability limitation in section 431 German Commercial Code (HGB) by limiting the liability for multimodal transportation with the involvement of sea carriage and an unknown damage location to 2 SDR/kg and, for the rest, the customary liability limitation of 8,33 SDR/kg additionally to Euro 1,25 million per damage claim and EUR 2,5 million per damage event, but not less than 2 SDR/kg. The ADSp 2017 can be downloaded from our website at www.interteam.eu/adsp.

1. Accounts for carriage have to be settled immediately in terms of Clause 18.1 ADSp.
2. Customers, who desire an acknowledgement of receipt, have to expressly point out this fact upon placing their order. The customer shall pay a fee amounting to € 15.00 plus the respectively valid statutory VAT for requesting acknowledgement of receipt.
3. Loading and unloading is exclusively incumbent on the consignor in terms of § 412 Para 1 "HGB"/German Commercial Code. The crew shall be permitted to co-operate in loading and unloading under the proviso that appropriate instructions are given and such activities shall exclusively be carried out under the supervision of the consignor as vicarious agent. However, this shall not constitute a legal obligation to carry out loading and unloading duties. In the event of occurrence of damage within the framework of loading activities by the crew, the consignor shall indemnify us and our staff from any and all liability, if intent is not prevalent.
4. In the event of placing transportation orders bound by fixed delivery dates, where we have not confirmed compliance or which were not known to us, we shall be forced to hold our customers fully responsible for all resultant costs, which may arise due to possible delivery obstructions of own or other consignments.
5. If the loading or unloading time defined in ADSP Point 11 is exceeded, the customer has to pay the contractor (carrier / forwarding agent) a demurrage of 50,00 € as net remuneration per hour or part thereof, unless the contractor (carrier / forwarding agent) is responsible for the exceeding of the loading or unloading time.
6. Forwarding orders have to be given in the written form before commencement of transportation. Such written order has to contain all necessary information in order to ensure due and proper performance of carriage as well as confirmation of arrangements made in terms of Clause 3 ADSp.
7. Amendments or addendums to this contract including this clause must be made in writing in order to be deemed valid.
8. Place of performance for payment shall be Hamburg. In deviation of Clause 30.2 and 30.3, ADSp, venue of jurisdiction for merchants who have been registered as such in the Commercial Register and businessmen by definition as well as for legal entities under public law and special funds under public law shall be Hamburg.
9. German law is deemed as agreed according to Clause 30.1 ADSp.
10. Should individual provisions of this contract be or become invalid or unenforceable either in whole or in part or should a loophole be determined in this contract this shall have no effect on the validity of the other provisions. The invalid or unenforceable provision shall be replaced by a valid or enforceable provision which shall as far as possible satisfy the sense and purpose of the invalid or unenforceable provision. Should the amendment not be possible or be invalid the statutory regulation shall apply instead of the invalid or unenforceable agreement.

11. CONSENT TO USE OF MY DATA: The personal data provided in a contract concluded with you, in particular name, address, telephone number, bank data, which are necessary and necessary for the sole purpose of carrying out the contractual relationship, shall be charged on the basis of Art. 6 para. 1 a and b DSGVO. The customer hereby agrees that the Interteam Speditionsges. mbH may use the information provided by it for the preparation of offers, the order acceptance & its processing, as well as the contractual follow-up care.

The customer has a right to information according to Art. 15 GDPR, the right to a correction under Art. 16 GDPR, the right to cancellation under Art. 17 GDPR, the right to restriction of processing under Art. 18 GDPR, the right of data transferability Art. 20 DSGVO and the right under Art. 21 DSGVO to object to the processing of your data. A consent granted for the processing of data can be revoked at any time (Art. 7 GDPR). In addition, the customer has a right of appeal to a data protection supervisory authority (Art. 77 DSGVO).

Privacy Policy: <http://www.interteam.eu/de/datenschutzerklaerung/>