

## Sales agreement

Between the

**Helmholtz-Zentrum für Umweltforschung GmbH - UFZ**

Permoserstraße 15

04318 Leipzig

represented by the management

- hereinafter referred to as UFZ -

and

XXX  
XXX  
XXX

represented by ...

- hereinafter referred to as Contractor -

the following sales agreement in respect of a

XXX

is hereby being concluded under order number **4500xxxxxx**.

### § 1 Subject matter of the contract

(1) The subject matter of the contract is the complete delivery and transfer of an

XXX

consisting of:

- 
- 
-

- (2) The Contractor shall be obliged to provide the services in accordance with the offer **xxxxx** dated **xx.xx.202x**. The assured qualities in accordance with the offer shall be binding.

## **§ 2 Basis of the contract**

The following documents shall become part of the contract in the order of priority below:

- UFZ's order letter including the special terms,
- The contractual agreements: § 1 - § 12,
- UFZ's general conditions of purchase (Version date May2022) and in addition the "General conditions concerning contracts for supplies and services" (VOL Part B) in the respective version at the time of conclusion of the contract shall apply.

Other terms, in particular the Contractor's general terms and conditions of business shall not become part of the contract.

## **§ 3 Conclusion of the contract**

- (1) Orders, declarations of acceptance and any other ancillary and additional agreements and amendments shall only be binding if confirmed by UFZ in writing.  
Any related correspondence has to be addressed to the purchasing department of UFZ.
- (2) Any arrangements between the Contractor and other departments of UFZ which amend or modify contractual agreements require the express written confirmation by the purchasing department in the form of an addendum to this sales agreement.
- (3) This contract as well as all amendments and supplements to this contract/ agreement must be in writing. This also applies to the waiver of the requirement of the written form. For the purpose of signing or amending this contract facsimile signatures, scanned signatures or certificate-based signatures are sufficient.

## **§ 4 Scope of service and performance**

- (1) The Contractor shall deliver a complete system according to § 1 which corresponds to the assured quality and which contains all parts which are necessary for seamless operation with attainment of the guaranteed data, even if not all necessary individual parts are listed explicitly.
- (2) The delivery shall be made carriage paid to the place of use stated in the order letter.
- (3) The Contractor shall instruct UFZ's personnel in such a way that a seamless operation of the system can take place.
- (4) All documents which are necessary for the acceptance, operation and repair, such as inspection protocols, factory certifications, drawings, plans, operating instructions, repair handbooks etc. shall be delivered free-of-charge by the Contractor.

- (5) Following performance of the delivery and acceptance of the subject matter of the contract described in § 1, the Contractor shall hand over the corresponding technical documents of the object of delivery. These must comply with the international SI system of units and the existing German norms.

## § 5 Prices and service inclusions

- (1) In respect of the deliveries and services in accordance with §§ 1 and 4, the following fixed price is hereby agreed:

**xxx** EURO (net)

plus the statutory value added tax, which currently amounts to 19%. Alterations to the statutory rate of tax shall lead to an automatic adjustment of the contractually agreed rate of tax.

- (2) The agreed price shall include all costs which are incurred by the Contractor in the fulfilment of his delivery and performance obligation at the agreed delivery place, including shipping, packaging, assembly, putting into operation and acceptance.
- (3) UFZ shall pay the fixed price agreed in para. 1 to the Contractor after delivery and acceptance within **xx** days after invoicing.

**OR**

Payment of the purchase price of the equipment in the amount of **xxx** EURO net shall be made after delivery and acceptance within **xxxx** days after invoicing.  
**(in case of combination of equipment + maintenance contract)**

**OR**

UFZ shall pay the fixed price agreed in para. 1 to the Contractor in the following instalments:

- **xx**% upon receipt of the countersigned contract in the Purchasing Department of the Helmholtz-Zentrum für Umweltforschung GmbH – UFZ (only against bank guarantee)
- **xx**% after delivery
- **xx**% after acceptance (min. 10%)  
within **xx** days after invoicing.

- (4) Invoices must be issued including our order number as well as the mandatory information according Paragraph 14 UStG (German VAT act). As a public contracting authority, the UFZ is obliged to comply with the E-Invoice Ordinance (EREchV). In

accordance with § 3 (1) ERechV, invoices with a total order value of 1,000.00 EUR net or more must be sent in ZUGFeRD format (from version 2.0) or X-Invoice format to the e-mail address [invoice@ufz.de](mailto:invoice@ufz.de). Invoices in pdf format from a total order value of 1,000.00 EUR net will be returned to our discharge. For more information, please visit <https://www.ufz.de/index.php?de=48281>.

- (5) On payment of the full price, the ownership in respect of the subject matter of the contract shall be transferred to UFZ.

## **§ 6 Delivery dates, delivery delay**

- (1) Should the Contractor become aware that an agreed interim or final deadline cannot be complied with, it must provide UFZ with immediate notification of such, stating the reasons and the expected duration of the delay. Any consequences of delay shall be cancelled by this notification, unless it is a case of unfounded or grossly negligent delay. An adjustment of the delivery date shall only be binding if confirmed by the UFZ Purchasing Department in writing.
- (2) The agreed final deadline for the provision of the delivery and service shall be binding. The receipt of the goods at the place of use appointed by UFZ shall be decisive in respect of compliance with the delivery deadline.

The following delivery deadline is hereby agreed: **XX. Calendar Week 202x**

- (3) Should the Contractor enter default in respect of the delivery or the service provision, a contractual penalty to the amount of 0.5% of the total price is hereby agreed for each full week of delay. However, the maximum amount of the contractual penalty shall be 5% of the net offer sum. This shall also apply if the Contractor is not responsible for the delay. Additional compensation claims shall not be affected thereby.
- (4) The acceptance of the delayed delivery or service shall not represent a wavering of the contractual penalty or additional compensation claims.

## **§ 7 Acceptance**

- (1) Acceptance shall take place after the delivery or service has been carried out in the contractual agreed condition.. Should a test operation be intended, the acceptance shall be declared by means of a joint acceptance protocol following a flawless test cycle, i.e. after proof by the Contractor that the agreed performance and guarantee data are attained. The acceptance date shall be set jointly between the parties. The Contractor shall propose suitable dates to UFZ in this respect.
- (2) Passing of risk takes place upon acceptance.

- (3) In the event of accidental deterioration or loss of the equipment or service, the Contractor's obligation to perform shall end after delivery and irrespective of acceptance if the UFZ alone has the actual power and the sole possibility of protection over the Contractor's performed service.

## **§ 8 Guarantee**

- (1) The Contractor hereby guarantees that all objects delivered and all services provided by the Contractor correspond to the agreed qualities, the status of technology set out in UFZ's order letter, the applicable legal provisions and the regulations and guidelines of the authorities, professional co-operatives and specialist associations.
- (2) The limitation period for material defect claims of UFZ shall amount to **xx** months after **acceptance**, unless a deviating deadline is agreed in writing. UFZ shall be entitled to the rights of the buyer in case of defects set out in § 437 of the German Civil Code (BGB) if the appropriate legal requirements are met. Defects to the delivery/service which are notified within the limitation period must be corrected by the Contractor on request, initially on an immediate and free-of-charge basis, including all necessary expenses, by means of repair (improvement) or exchange of defective parts and/or the delivery of a new defect-free object (replacement delivery), depending on the choice of UFZ.
- (3) In respect of delivered parts which cannot remain in operation during the investigation of a defect and/or the correction of a defect, the ongoing warranty period shall be extended by the length of the operational disruption.
- (4) If the Contractor fails to comply with the warranty obligation within a reasonable period set by the UFZ, the UFZ may take the necessary measures itself or have them taken by third parties - at the Contractor's expense and without prejudice to the Contractor's warranty obligation.

## **§ 9 Repair/service**

Following the notification of the disruption by UFZ the Contractor must commence correction of the defect within 4 working days.

## **§ 10 Rescission of the contract for important reasons**

- (1) Reasons of exclusion as defined in the self-declaration shall entitle UFZ to withdrawal from the contract for good cause. In particular, a good cause shall be present:
  - in case of unlawful behaviour of companies due to proven unlawful actions (for example granting of favours, § 333 of the German Criminal Code (StGB), bribery, § 334 of the German Criminal Code (StGB)) or similar actions outside of proper business practices;

- in case of failure to properly fulfil obligations concerning the payment of taxes and duties, as well as statutory social security contributions;
  - in case of the submission of intentionally incorrect declarations in respect of reliability and specialist knowledge and capability to provide services.
- (2) The submission of offers which relate to agreements which restrict competition as defined in § 298 of the German Criminal Code (StGB), agreements with third parties concerning the submission or non-submission of offers, prices to be charged, the setting up of a loss account (profit sharing) or other duties and the determination of price recommendations shall also be deemed to be unlawful.

## § 11 Place of performance

- (1) The place of performance for deliveries and services shall be the place of use in **XXX**.
- (2) The place of performance for payments shall be Leipzig.

## § 12 Applicable law, Place of jurisdiction

- (1) The law of the Federal Republic of Germany shall apply exclusively. The UN Convention on Contracts for the International Sale of Goods shall be excluded.
- (2) The courts of Leipzig, Germany, shall have exclusive Jurisdiction.

- Principal -

**Helmholtz Centre for Environmental Research  
GmbH - UFZ**

Leipzig, ..... 202**x**

- Contractor -

**XXX**

XXX, ..... 202**x**

Sales agreement reviewed and confirmed:

name

date

signature