

**General Conditions of Purchase of the Helmholtz -Zentrum für Umweltforschung GmbH – UFZ**

(Helmholtz Centre for Environmental Research – UFZ) [Version dated 05/2022]

**1. General**

- 1.1 Unless otherwise agreed in writing between UFZ and the supplier (hereafter referred to as AN), the General Conditions of Purchase of the Helmholtz - Zentrum für Umweltforschung GmbH - UFZ apply to all supplies and services commissioned by UFZ. Supplementary, the General Terms of Contract for the Provision of Supplies and Services (VOL/B) as amended shall apply.
- 1.2 By submitting an offer, confirming an assignment and acceptance or execution of a purchase order, the AN acknowledges these General Conditions of Purchase of UFZ.
- 1.3 The AN's General Terms and Conditions or any conditions which differ from these General Conditions of Purchase of UFZ or those conditions in the purchase order of UFZ shall apply only if and to the extent that they have been expressly acknowledged by UFZ in writing. Otherwise the AN's General Terms and Conditions are excluded, even if the AN refers to it in its offer or in the contract confirmation.
- 1.4 The order number, reference and date of the letter from UFZ must be quoted in all correspondence (e.g. order confirmations, invoices, delivery notes, etc.).
- 1.5 As a public research institute, UFZ is subject to the principle of public sector self -insurance.
- 1.6 These General Conditions of Purchase of UFZ shall only apply to companies within the meaning of Section 14 BGB (German Civil Code), legal entities under public law, and special funds under public law.

**2. Offer, purchase order**

- 2.1 The UFZ is a public client. The contract shall be concluded in accordance with the applicable provisions of public procurement law by acceptance of an offer of the AN by the UFZ (purchase order). This order must be in writing.
- 2.2 Offers shall be submitted by the AN free of charge and in writing. In its offer, the AN shall adhere to the inquiry or the specification with regard to quantity, quality and design and, in the event of a deviation, shall expressly refer to this. If the AN has any reservations regarding the type of execution requested by the UFZ, he shall immediately notify the UFZ of this in writing.
- 2.3 Verbal agreements as well as amendments to the contract shall only be effective if they are confirmed in writing by the UFZ, Purchasing Department.
- 2.4. Unless agreed otherwise, the written form within the meaning of these General Conditions of Purchase of UFZ shall also be upheld if transmission is made in text form with an approved advanced electronic signature in accordance with the German Digital Signature Act, in electronic form (Section 126a BGB) or in text form (Section 126b BGB).

**3. Prices**

- 3.1 The agreed prices are fixed prices plus VAT and are understood to be free to the place of delivery or performance designated in the order, including packaging.
- 3.2 The UFZ shall comply with Regulation PR 30/53 on Prices in Public Contracts of 21.11.1953 as last amended with its annex, the Guidelines for Price Determination on the Basis of Cost Price (Leitsätze für die Preisermittlung auf Grund von Selbstkosten - LSP).

**4. Obligations of the AN, contract execution**

- 4.1 The AN ensures the careful, punctual and proper performance of the contract, in particular that the delivered goods are free of defects, that the stipulated specifications and other execution regulations of the UFZ are complied with in accordance with the latest state of the art, as well as the quantity, quality and expediency of the delivery with regard to material, construction and execution, and that any documents belonging to the delivery (drawings, plans, etc.) are enclosed. Technical parameters and framework data notified by the AN to UFZ shall be deemed to be the contractually agreed quality.

- 4.2 The AN warrants that all goods supplied to UFZ are under his ownership and that no other conflicting rights of third parties over them.
- 4.3 In the course of performing the contract, the AN undertakes to comply with any relevant statutory and/or official regulations and requirements. The delivery or services must comply with the applicable safety, occupational health and safety, accident prevention and other regulations as well as relevant standards (DIN, VDE). Any safety measures and protective facilities required by such regulations must be provided by the AN within the agreed price.
- 4.4 The AN undertakes to enclose the corresponding, current DIN safety data sheets as well as a framework analysis with its deliveries that are subject to the Ordinance on Hazardous Substances.
- 4.5 The AN shall take back all types of packaging free of charge.

**5. Delivery and performance time/delay**

- 5.1 The agreed delivery and performance dates shall be binding. Once the delivery or service date has passed, the AN shall be in default without any requirement for a reminder. The receipt of defect -free goods at the place of delivery or the acceptance of the service by the UFZ shall be decisive for compliance with the delivery or service dates (cf. Section 10).
- 5.2 If circumstances occur or become apparent according to which the agreed delivery or performance time cannot be met, the AN shall notify UFZ thereof in writing without delay. He shall state the reasons and the presumed duration of the delay. An adjustment of the delivery time can only be made by the Purchasing Department of UFZ in writing. Acceptance of the delayed delivery or service shall not imply a waiver of any claims to specific performance, compensation claims or other claims.

**6. Subcontracts**

The AN shall perform all contractual obligations itself. The AN is not entitled to have the services owed performed by third parties (e.g. subcontractors) without the prior written consent of UFZ. Consent shall only be granted on condition that the AN ensures to be able to fulfill his obligations under the existing contract without restriction, also with regard to the tasks assigned to third parties.

**7. Right to information and inspection**

UFZ and its agents or representatives shall be entitled to obtain information from the AN regarding the contractual performance of the delivery, to participate in internal audits or to carry out inspections themselves. Any costs for repeat inspections by UFZ due to defects detected in previous inspections shall be borne in full by the AN. Any checks do not release the AN from its liability for material defects and general liability.

**8. Contractual amendments, assignment of claims**

- 8.1 UFZ may subsequently request modifications or changes to the agreed condition of the goods to be supplied or services to be rendered in the course of the AN's technical capabilities. Changes and their effects on prices, delivery time or other conditions must be made in writing.
- 8.2 The AN may only assign claims against UFZ with legally binding effect with the prior written consent of the UFZ.

**9. Shipping and customs, export control**

- 9.1 A dispatch note must be sent to UFZ in good time before the goods are dispatched. To each individual delivery an original dispatch note shall be attached. For deliveries from customs foreign countries, the AN shall liaise with UFZ ahead of time regarding customs and import procedures.
- 9.2 Unless otherwise agreed, for all import transactions (imports), the condition "delivered named place unloaded" (DPU according to INCOTERMS 2020) is agreed.

- 9.3 The AN shall comply with the requirements of the applicable national and international export, customs and foreign trade law and procure the necessary export licenses, unless the applicable foreign trade law requires not the AN but UFZ or a third party to apply for the export licenses. Furthermore, the AN shall provide UFZ in writing with all data required for this purpose for all goods to be delivered promptly after the order/contract has been concluded, in particular
- the "Export Control Classification Number" (ECCN) according to the "U.S. Commerce Control List", if the product is subject to the "U.S. Export Administration Regulations";
  - all applicable export list numbers (e.g. according to EC Dual -Use Regulation);
  - the statistical commodity code according to the current commodity classification of foreign trade statistics and the HS ("Harmonized System") code;
  - the country of origin.
- Depending on the nature of the goods, further customs - relevant forms may be necessary, which, if required by UFZ, must be obtained by the AN.

- 9.4 The conclusion and execution of the contract are subject to admissibility under export control law. In case of doubt regarding the admissibility under export control law, UFZ shall contact the competent authorities for the purpose of obtaining a zero notice or other information without being liable for damages for any delays resulting therefrom.

## 10. Transfer of risk, acceptance

- 10.1 Delivery shall be deemed to have taken place upon receipt of the goods at the agreed place of delivery. If no further services have been agreed (assembly, installation services, etc.), the risk of accidental loss or accidental deterioration shall pass to UFZ upon proper handover of the goods at the place of delivery. If additional services beyond the delivery itself have been agreed, the risk shall not pass until UFZ has accepted the delivery/service.
- 10.2 Acceptance by UFZ may take place only following the complete and deficit -free delivery of goods or service provision by the AN. Partial acceptance shall be permissible only if this has been agreed separately. Acceptance must be made in writing.
- 10.3 If a trial run has been agreed, acceptance shall be confirmed after a faultless trial run by means of a joint acceptance protocol submitted by the AN. In the acceptance protocol, the properties, parameters and/or components necessary for faultless operation or the agreed mode of operation shall be considered.
- 10.4 All documents required for acceptance, operation, maintenance and repair (test reports, tools, drawings, plans, operating instructions, etc.) shall be supplied by the AN free of charge.

## 11. Ownership

- 11.1 Any component parts or materials provided by UFZ shall remain the property of UFZ. They shall be marked as such by the AN and stored separately, designated, carefully stored and managed and insured against damage to a reasonable extent. If material orders are processed, it is agreed that UFZ is the manufacturer within the meaning of Section 950 paragraph 1 BGB. The AN shall hold property of UFZ in safe custody free of charge.
- 11.2 Property and intangible rights over documents (illustrations, drawings, calculations, etc.) belonging to UFZ and entrusted to the AN shall remain with UFZ. Documents belonging to UFZ may be used only for the purposes laid down in the framework of the contract and may not be passed on to third parties. Upon request, these documents, copies and duplications thereof must be immediately destroyed or returned to UFZ. In the event of any infringements concerning the obligation to return or destruction, the AN shall be liable for the entire damage resulting from infringement.

## 12. Invoice and payment

- 12.1 Invoices must comply with the relevant legal requirements and must always be submitted to invoice@ufz.de in electronic form in accordance with Section 3 (1) and (3) ERechV - ZUGFeRD or Xinvoice format, see <https://www.ufz.de/index.php?en=48281>. VAT must be listed separately. Invoices not properly submitted shall be regarded as not having been issued and shall not give rise to any default under Section 286 BGB.
- 12.2 Payments shall be made within 30 days of receipt of a properly issued invoice in accordance with Sections 12.1 and 1.4 of this General Conditions of Purchase of UFZ. Any separately agreed payment and discount periods shall also only commence upon receipt of a proper invoice. If there are any delays in invoice processing as a result of the order number of UFZ not being stated or being stated incompletely, the corresponding payment periods shall be extended by the period of the delay. Payment shall be deemed to have been made upon receipt of the transfer order by the executing financial institution of UFZ. The payment does not confirm the fulfillment of the contractual obligations of the AN.
- 12.3 Advance payments shall only be made if agreed in writing and secured by a directly enforceable bank guarantee.
- 12.4 Claims referring to compensation for work shall only become due after acceptance.

## 13. Liability for defects

- 13.1 The AN shall be liable for material defects and defects of title in accordance with the statutory provisions. UFZ will notify the AN of any defects in writing. UFZ shall be entitled to demand at its discretion that the AN either rectify the defect or deliver a new item. Deviating regulations require a written agreement.
- 13.2 The costs to be borne by the AN for remedying faults and defects shall also cover expenditure for packaging, freight and transport, the time taken for dismantling and installing and travel costs.
- 13.3 For spare parts supplied and improvement work, the quality agreed for the original parts shall apply. For these parts UFZ has the rights laid down on Section 437 BGB. The statutory limitation period for claims for defects shall begin anew after new delivery or determination of the rectification of defects by UFZ.
- 13.4 The statutory limitation of claims for faults and defects shall be extended upon receipt of the written notification of the defect by the AN to the period during which the goods supplied or services rendered are not in the contractually agreed conditions.

## 14. Liability

- 14.1 UFZ excludes its liability for breaches of duty based on slight or medium negligence, provided that the breaches of duty do not relate to material contractual obligations, damages arising from injury to life, body or health or guarantees or claims under the Product Liability Act. The same shall apply to breaches of duty by any vicarious agents of UFZ. The liability of UFZ for lost profit/loss of production or financial losses as well as the liability for indirect damages are excluded. Furthermore, liability shall be limited to the damage that is typically to be expected in transactions of this kind.
- 14.2 The AN ensures that the execution of the contract or the delivery and use of the goods supplied or service rendered will not infringe any industrial property rights of third parties. The AN shall indemnify and hold harmless UFZ against any third -party claims arising as a result of any infringements of industrial property rights. In the event of claims for damages by third parties, the AN shall have the right to prove that he is not responsible for the infringement of property rights.

## 15. Rights to the work product, rights of use

The work results shall be property of UFZ and shall be available to UFZ for unrestricted use. All work results, whether or not they are protected by copyright, shall be made available to UFZ by the AN on the agreed delivery date. Insofar as the work results or parts thereof are protected by copyright, UFZ shall be granted an irrevocable, royalty -free, exclusive, transferable right to reproduce, distribute, process and otherwise use and exploit such work results. If the possibility of inventions arising within the

the scope of an order exists, UFZ must be informed of this in writing without delay. In all other respects, the Gesetz über Arbeitnehmererfindungen (ArbnErfG) shall apply.

**16. Advertising material**

The AN may only refer to business connections with UFZ in advertising material with prior consent of UFZ.

**17. Termination and withdrawal**

- 17.1 Without prejudice to other rights of termination and withdrawal, UFZ shall be entitled to terminate the contract with immediate effect or to withdraw from it if conduct occurs on part of the AN which would result in his exclusion from competition pursuant to Sections 123, 124 des Gesetzes gegen Wettbewerbsbeschränkungen (GWB). Furthermore, UFZ shall be entitled to terminate the contract for good cause or to withdraw from the contract if insolvency proceedings or comparable legal proceedings are instituted against the AN or if the AN discontinues its services not only temporarily.
- 17.2 Furthermore, UFZ shall be entitled to withdraw from the contract or to terminate with immediate effect if the AN or its subcontractor breaches any obligations under Section 9 of this General Conditions of Purchase of UFZ.
- 17.3 The right of UFZ to demand compensation from the AN for the resulting damage in addition to the withdrawal or termination in accordance with Sections 17.1 and 17.2 shall remain unaffected.
- 18. Place of execution and jurisdiction**
- The place of execution for the AN shall be the UFZ business headquarters in Leipzig, Germany, or any other place of use designated by the UFZ. Place of jurisdiction is Leipzig, Germany.
- 19. Final provisions**
- 19.1 The law of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 19.2 In the event that individual provisions of these General Conditions of Purchase are invalid, the remaining provisions shall not be affected.