

## **1 General**

1.1 These General Terms of Contract apply to all contracts to be entered into by WZB as the Principal ("WZB" or "Principal") and Contractors ("Contractor") regarding services, particularly contracts for services or work and sales contracts, and contracts for the delivery of goods that must be manufactured or produced. Exempt from this are construction work within the meaning of Sec. 1 VOB/A (German Construction Contract Procedures) and contracts for architectural and for engineering services within the meaning of Sec. 650p (BGB/German Civil Code).

1.2 By submitting a bid, the Contractor accepts the General Terms of Contract of WZB which thereby become part of the bid and part of the contract if the bid is accepted.

1.3 Any general terms and conditions of the Contractor deviating from these General Terms of Contract will be invalid even if WZB has not specifically contradicted them. Deviations from these General Terms of Contract will only be valid if they are confirmed by WZB in writing. Any tacit acceptance of deliveries or services made or rendered by the Contractor or payments made by WZB shall not be deemed statements of acceptance of any contradicting terms of the Contractor.

1.4 Any written correspondence by the Contractor, including invoices, must include contract or order numbers.

1.5 Specific agreements regarding the rendering of services and information included in individual purchase orders will have priority over these General Terms of Contract.

## **2 Prices and rates/deliveries and services**

2.1 All prices and rates shall be deemed prices or rates exclusive of statutory VAT.

2.2 Unless agreed otherwise, prices or rates shall include all services and ancillary services by the Contractor (for example, assembly, installation) and all ancillary expenses (e.g. packaging, transport costs including transport or liability insurance, if any, travel expenses).

## **3 Conclusion of contract**

3.1 A contract between WZB and the Contractor will be deemed concluded only after a bid or offer has been accepted by a written order letter/purchase order/acceptance of the offer or entering into a contract with WZB. Any changes must also be made in writing. This also applies to any changes to the requirement of written form.

3.2 Unless there are obligatory statutory provisions contradicting the order of priority below, the following order applies:

- the wording of the order letter/purchase order;
- the contract documents including any tender documents;
- these WZB General Terms of Contract;
- the General Terms and Conditions for Performing Work and Services (VOL/B), as amended from time to time;
- the German Civil Code (BGB) and other relevant statutory and official provisions and requirements, as amended from time to time.

## **4 Sub-contracting to third parties**

4.1 The sub-contracting of orders or essential parts of orders to third parties requires the prior written consent of WZB. WZB is not obligated to accept services or work performed by third parties as performance under the contract insofar and as long as written consent was not given.

4.2 With respect to its employees, the Contractor is solely responsible for fulfilling its statutory obligations, obligations imposed by the authorities or under the social insurance laws, or by statutory accident insurance and prevention organizations. The Contractor will indemnify WZB against any third-party claims based on any violations of such statutory obligations, obligations imposed by the authorities or under the social insurance laws, or by statutory accident insurance and prevention organizations.

4.3 Contractor and WZB will be liable for personal injuries and property or financial damage within the legal frameworks.

## **5 Obstacles and performance interruptions**

5.1 Obstacles that prevent the proper performance of work or services must be reported by the Contractor to WZB immediately in writing, including a statement as to the reasons.

5.2 The Contractor will bear the risk of procurement regarding its work or services unless provided otherwise in writing in particular cases (for example, if limited to building up stocks).

## **6 Meeting deadlines**

6.1 All contract dates (for example, completion or delivery dates) will always be binding. If it can be expected that such dates cannot be adhered to, the Contractor must inform about this in writing and without delay, stating the reasons and the expected duration of the delay. Such notification will not affect WZB's claims based on delay.

6.2 WZB reserves the right to claim damages for delay.

## **7 Passing of risk/acceptance**

7.1 Insofar as delivery is owed, delivery will be deemed made when the goods are received at the goods receipt of the agreed place of performance. If no other work or services were agreed (assembly, installation, or the like), the risk of accidental loss or accidental deterioration will pass to WZB upon proper delivery of the goods to the goods receipt. In the event of works and other deliverables beyond the pure delivery of goods, risk will only pass after WZB's acceptance of the performance in full. Sec. 640 BGB [German Civil Code] applies.

7.2 Prepayments or milestone payments on the purchase price shall neither represent acceptance of delivery nor acknowledgment of delivery free from defects. Preliminary or interim acceptance tests are simply tests that are neither relevant for the passing of risks nor for the running of periods. If a test operation is planned, WZB will be obligated to finally accept works or deliverables only after the running of the test.

## **8 Invoice / milestone payment/s**

8.1. Payment will be made after an invoice is issued. According to the German E-invoicing regulations (EREchV), entrepreneurs within the meaning of Sec. 14 para. 1 BGB have been obligated to issue electronic invoices since 27-Nov-2020. These e-invoices must be submitted using the Bundesdruckerei's invoice submission platform. It can be reached via the link: <https://xrechnung-bdr.de/>. To allocate invoices correctly, it is obligatory to state the respective purchase order number and the WZB routing ID (LEITWEG-ID). The WZB routing ID is: 992-80099-47. According to Sec. 286 para. 3 BGB claims for delay cannot be asserted for invoices that were not submitted electronically. Exemptions from this obligation to issue electronic invoices are stipulated in Sec. 3 para. 3 EREchV. In these cases, invoices in the form of PDF files must be sent to the following email address: [rechnungseingang@wzb.eu](mailto:rechnungseingang@wzb.eu).

8.2 Payment will be made net within 14 days after the date of invoice unless agreed otherwise.

8.3 Prepayments will only be made if they were agreed in writing.

8.4 A separate invoice must be issued for each order. Partial and final invoices must be identified as such.

8.5 WZB will only be in default after a dunning letter is issued. Sec. 286 para. 3 BGB will not apply.

## **9 Liability for material and legal defects**

Liability for defects is subject to the statutory provisions unless expressly provided otherwise in writing. Any limitation of statutory liability for material and legal defects in the Contractor's general terms and conditions will be excluded.

## **10 Termination and withdrawal**

10.1 WZB's right to termination for important reason is not restricted.

10.2 Including but not limited to, WZB is entitled to termination for important reason if

- the Contractor is in liquidation;
- the Contractor must be considered unreliable based on proven serious offenses, for example, acts within the meaning of Sec. 333 (granting benefits), Sec. 334 StGB (bribery), Sec. 264 StGB (subsidy fraud), or similar acts outside of the framework of proper business conventions;
- the Contractor has deliberately made incorrect statements with respect to reliability, technical qualification, or capacity;
- the Contractor's offer is based on anticompetitive arrangements within the meaning of Sec. 298 StGB.

10.3 If WZB terminates a contract for important reason, WZB is entitled to keep the goods and services already delivered insofar as they are useful for WZB. Such goods or services will be billed at the prices agreed in the contract or proportionately based on the total of the agreed goods or services to be delivered. Goods or services that cannot be used will be returned at the Contractor's expense.

10.4 This will not affect WZB's other statutory or contract-based rights or claims based on violations of obligations by the Contractor.

## **11 Proprietary rights**

11.1 The Contractor is responsible for the subject matter of the contract to be free from any third-party industrial property rights or copyrights of third parties.

11.2 The Contractor is liable for the products it delivers to not violate any third-party proprietary rights in the member states of the European Union or other countries in which it manufactures the products or has them manufactured.

**Revision status 01/ 2024**

11.3 It is obligated to indemnify WZB from all claims that third parties may assert against WZB based on such violations of industrial property rights or copyrights and to reimburse WZB for all necessary expenses in connection with such claims. This does not apply if the Contractor can prove that it is not responsible for such violations of proprietary rights and that it would have been unable to recognize a violation despite exercising due diligence at the time of delivery.

## **12 Special regulations regarding rights of use in connection with copyrighted works**

Insofar as the work comprises the delivery or creation of copyrighted works, the Contractor will transfer to WZB any and all rights of use under copyright law, ancillary copyrights, and other rights to any and all contents that are created by the Contractor in the course of the fulfillment of the order/works, in the form of exclusive and transferable rights without any limitation in terms of content, time, or territory, and for comprehensive use in all media.

## **13 Special regulations in connection with polls and surveys**

13.1 The Contractor will be responsible for compliance with the data protection regulations. It will particularly ensure their lawfulness, compliance with the rights of the data subjects, and the fulfillment of its information obligations, and it is responsible for the secure processing of the data, and it will be the sole contact for any requests for access.

Data from surveys must only be used as intended.

13.2 If the Contractor processes personal data (contact and/or survey data) in the course of the work/fulfilment of the contract, it does so in its own responsibility. The results of surveys will, as a matter of principle, be transmitted to WZB in the form of anonymized data only. 13.3 If personal data is to be transmitted to WZB by the Contractor, WZB will enter into a specific data processing agreement with the Contractor in accordance with Art. 28 GDPR or an agreement on joint control in accordance with Art. 26 GDPR.

## **14 Governing law / place of venue**

German law applies. Place of venue shall be Berlin.