

# TU-Berlin General Terms and Conditions for the Performance of Services (excepting Construction Services) from 23 May 2011

## 1. General

(1) The following conditions apply for deliveries and services in the order listed:

- a. The contract including additional agreements
- b. The following terms and conditions
- c. The General Terms and Conditions of the Contract for the Performance of Services (VOL/B).

(2) These General Terms and Conditions of the TU-Berlin alone apply to the contract. Other General Terms and Conditions are not the subject terms of the contract, even if they are not expressly contradicted.

## 2. Acceptance and Approval

(1) Upon acceptance (receipt) of the delivery or service, the risk of damage or accidental loss is passed on to the client. The regulations of section 644 BGB [*German Civil Code*] as well as section 447 BGB are not applicable.

(2) If the service provided by the contractor corresponds to the agreements, the client is to immediately declare approval in writing, following quality control if necessary.

(3) If the approval of the delivery or service is not declared in writing, this is considered to have been conducted when the final payment is made.

## 3. Payments

(1) The client is to make a cashless payment into the account specified by the contractor after the fulfillment of the service within one month of the receipt of the verifiable invoice. The payment deadline is deemed to have been met when the client has instructed their bank to transfer the invoice amount.

(2) A discount of 2 per cent of the invoice amount is deducted for payments made within 14 days. If the contractor grants a larger discount or a longer deadline to other clients, this is considered to have been agreed upon.

(3) If installments or advance payments have been agreed upon, the aforementioned conditions apply accordingly.

## 4. Warranty Period

(1) In accordance with section 438 BGB, the warranty period lasts for two years.

(2) If the contractor grants other clients a warranty period longer than that according to paragraph 1 for the same item or service, the longer period of time is deemed as agreed upon.

(3) The warranty period begins with the approval of the delivery or service; for parts of the delivery or service which have been replaced or improved with non-defective parts, the warranty period restarts at the time of the respective approval of these parts.

## 5. Delivery, Increased and Reduced Services

(1) The contractor is to supply the items at the time agreed on free of charge to the collection point designated by the client.

(2) The client is to be immediately informed of any disruptions to deliveries or services, including the reasons for the disruption.

(3) In the case of commercially available standard products for which the unit prices are stipulated in the contract, the contractor is obligated to render increased services up to 20 per cent of the amounts determined in the contract

concerning the unit prices specified in the contract. Reductions of up to 20 per cent of the amounts determined in the contract do not justify a claim for the modification of the unit prices specified in the contract.

Altered execution periods are to be agreed to upon request.

## 6. Withdrawal from Contract

In the case of withdrawal from the contract, the client is entitled, but not obligated, to retain received deliveries or services, either entirely or partially, against the payment of their respective values.

## 7. Prohibited Acts

The client is entitled to withdraw from the contract with immediate effect if the contractor promises, offers or grants members of the administration gifts or other benefits within the meaning of section 331 ff StGB [*German criminal code*] and section 12 UWG [*German unfair competition code*] or if the contract violates the regulations of the law against restrictions of competition.

## 8. Adjustment of Long-Term Contracts

If the service is based on a contract which was concluded no longer than four calendar months before a modification to value added tax went into effect, part of the contract may require an appropriate balance of the additional or reduced value added tax charge in the other parts of the contract. If the amount of the additional or reduced charge is disputed, section 287, paragraph 1 of the German code of civil procedure is to be applied accordingly.

## 9. Environmental Protection

Concerning their services as well as deliveries or supplementary services, the contractor is obligated to preferentially appoint third parties regarding economic and technical opportunities in environmentally-friendly products and processes.

## 10. Packaging

(1) The goods are to be packaged in an appropriate way such that damage is avoided.

(2) Packaging materials are to be limited to the restricted extent necessary for this; environmentally-friendly packaging materials are preferred.

(3) Packaging materials which can be used several times are to be taken back by the contractor free of charge. The applicable statutory regulations remain unaffected.

## 11. Written Form

Any modification, addition or variation made to this contract is required to be made in written form. This also applies for changes to the written form clause.

## 12. Place of Jurisdiction

The place of jurisdiction is Berlin.