

## **Additional Contractual Conditions of the Paul-Ehrlich-Institut**

for the provision of supplies and services (excluding construction work)

### **General**

1. The following Additional Contractual Conditions apply to supplies and services, together with the “General Conditions for the Provision of Services”, Part B of the Conditions Concerning Contracts for Supplies and Services (VOL/B) in the version applicable at the time that the quotation was submitted by the tenderer or the order was accepted by the Supplier. These conditions are recognised as valid upon acceptance of the order by the Supplier or upon submission of a quotation by the tenderer. In the case of public tenders, individual special contractual conditions may be found in the tender documents.
2. The Supplier’s general terms and conditions shall not apply. They may form part of the contract only in exceptional cases if they have been expressly agreed. Any change or addition must be made in writing.

### **Order placement and pricing**

3. The Supplier shall deliver free to the point of use, including packaging. Freight and packaging costs, as well as other ancillary costs, shall only be borne by the Client if these have been expressly agreed.
4. The agreed prices are fixed prices. Discounts specified in contracts shall be binding for the term of the contract.

### **Packaging**

5. The supplies must be packaged in the customary manner. The Supplier shall ensure that the packaging is disposed of free of charge in accordance with the German Packaging Ordinance (VerpackV). Deviations or exceptions are to be specified in the quotation or are, at the latest, to be communicated without delay to the office placing the order by means of an order confirmation. In disputed cases, the Client reserves the right to cancel the order until the matter has been clarified.

### **Performance deadlines**

6. The agreed performance deadlines are binding. Any delays in supplies or services must be reported to the Client immediately in writing.

### **Receipt and acceptance**

7. The risk of damage or accidental loss shall only be transferred to the Client upon receipt of the supply or service. The receipt of a supply or service shall not, however, be deemed to indicate its acceptance. If a trial operation is planned, acceptance shall be communicated in a joint acceptance report after a flawless trial run. If the acceptance of the supply or service is not expressed in writing, it shall be deemed to have taken place when the final payment is made. The commencement of use shall not be deemed to indicate acceptance.  
A prior quality test does not replace the acceptance procedure.
8. Each supply – including partial supplies – must be accompanied by a delivery note showing the Order no. (Document no.), the department, the description of the goods and the delivery date.

9. In the case of supplies from a foreign customs jurisdiction, the Supplier must contact the Client in good time with regard to customs and import formalities.

### **Invoicing**

10. For each order, a separate invoice in electronic form (PDF format) should be sent to the e-mail address [rechnungen@pei.de](mailto:rechnungen@pei.de). Each invoice must contain the details specified in the header of the order (Order no. / Document no. and department).
11. With effect from 27 November 2019, electronic invoices may also be received and processed in the XRechnung standard. The Federal Government's invoice receipt platform at <https://xrechnung.bund.de> must be used for sending the invoice. The PEI's reference ID (991 01822-20) must be indicated.

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12. In the case of repairs, the wage and material costs are to be specified separately. The invoice must be accompanied by copies of the signed time sheets (stating the start and end times and break times) etc.

### **Payment method**

13. Payment shall be made in accordance with the contractual agreements. If payment terms have not been agreed, the invoice shall be paid within 30 days net. The payment term shall not begin until the contractual service has been performed and the Client has received the invoice (the date on which the Client receives the invoice shall apply).
14. The payment term shall not begin if any delays occur in the processing of the invoice as a result of failure by the Supplier to specify (in full) the Client's Order no. (Document no.).

### **Prohibited actions**

15. The Client shall be entitled to withdraw from the contract with immediate effect if the Supplier promises, offers or grants gifts or other benefits, as defined in Sections 331 ff. of the German Criminal Code, to any persons affiliated with the Paul-Ehrlich-Institut.

### **Data protection and confidentiality**

16. The Supplier shall oblige its employees
  - a. not to pass on to unauthorised third parties any confidential information concerning the business operations of the Client that is made known to them in the context of the performance of the contract or which otherwise becomes known to them, or to make such information accessible in any other way, and
  - b. to maintain confidentiality with regard to processes or data that have become known to them.
17. The Supplier's employees undertake
  - a. to exercise the access rights granted to them within the context of the necessary maintenance and/or repair activities exclusively for the purpose of performing the tasks assigned to them,

- b. to proceed with the necessary care and attention in the performance of these activities, and
- c. immediately to inform the Paul-Ehrlich-Institut, department Z21, Paul-Ehrlich-Str. 51-59, or by e-mail to [beschaffung@pei.de](mailto:beschaffung@pei.de), of any safety or security incidents which become known to them.

### **Qualification of the service personnel**

18. If service work is carried out in the accredited laboratory area of the PEI, the suitability/competence of the personnel deployed to perform the (service) work must be demonstrated by up-to-date personal evidence (e.g. certificates, confirmations in writing) before the start of the activities.

### **Insurance**

19. Insurance of any kind in connection with this order may not be taken out at the Client's expense. The Client is responsible for its own insurance.

### **Place of jurisdiction**

20. The place of jurisdiction is Langen.

(As of February 2020)