Preamble:
1. Contracts of Karlsruhe Institute of Technology (hereinafter referred to as KIT) shall be executed in accordance with the "General Conditions for the Execution of Services" (VOL/B). In addition, the following provisions shall apply.
2. Within the framework of the contractual relationships, the ordinance PR No. 30/53 on Pricing in Public Contracts dated November 21, 1953 (Federal Law Gazette No. 244 of December 18, 1953) shall apply as amended.
3. By agreement on the present ACT, the VOL/B shall become constituent of the contract.

(Article 1) Type and Scope of Services
1. Unless agreed otherwise, the prices agreed upon in the contract shall also include the costs of packaging, packaging material, loading, transportation to the point of delivery or receipt, and unloading, insurance fees, collection fees, transport fees, transport cost insurance – the Contractor is not allowed to conclude insurance contracts that are not required by law - as well as possible patent fees and royalties. The Contractor shall take back the packaging material, unless agreed otherwise. The unit price shall be the contractually agreed price, even if the total amount given in the quotation for an item (position) does not correspond to the quantity multiplied by the unit price.
2. Any additional agreements, modifications, or amendments of the present contract shall be in writing to be effective.
3. The General Terms and Conditions of the Contractor shall not become constituent of the contract, not even, if they have not been contradicted expressly by the Customer.

(Article 2) Modifications of the Service
1. The request for a modification of the service by the Customer shall only be fully agreed if the modified service is as being in need of protection from being disclosed to unauthorized persons. This shall apply accordingly to temporary workers. The Customer’s consent with the use of subcontractors shall not affect the Contractor’s liability for the proper execution of the service. In case the Contractor awards contracts to subcontractors, he shall ensure by agreements with the latter that the Customer’s rights and claims against the subcontractors are the same as against the Contractor.

(Article 3) Execution Documents
1. In case the Contractor uses documents of the Customer as a basis of the execution of the service, the Customer may withdraw from the contract or terminate it with immediate effect, if the Customer’s contracting party.
2. Unless agreed otherwise, the Customer shall have the right to receive a cost-free copy of all documents drawn up by the Contractor in connection with this contract or generated by the Contractor supplying data on the construction or production processes or by joint work with the Contractor. The title in these documents shall pass to the Customer. The Contractor shall ensure that the above documents are not subject to any property rights of third parties. In this respect, the Contractor shall indemnify the Customer against any possible claims of third parties for the infringement of such property right.

(Article 4) Execution of the Service
1. The Contractor shall be obliged to observe pertinent and legal administrative regulations and requirements when executing the contract. In particular, the Contractor shall observe the safety, industrial safety, and accident prevention regulations as well as standard, DIN, ISO, EN, VDE, and other regulations. The Contractor shall be obliged to report to the Customer prior to the execution of the contract and to be instructed at the workplace by the Customer. At the Customer’s request, the Contractor shall prove to the Customer by the submission of protocols that he has instructed the staff with respect to the execution of the contract on the premises of the Customer in accordance with the pertinent legal provisions and his instruction by the Customer.
2. The Contractor shall be obliged to inform third parties about the contents of the contract only, if and to the extent to which this is necessary for fulfilling the contract.
3. The Contractor shall exercise due care for all persons engaged by him with the processing or execution of this contract observing the legal provisions on data protection and neither transmitting the information obtained from the Customer’s domain to third parties nor exploiting it in any other way. This shall also apply to the contracts carried out by the Contractor outside of the KIT. Prior to the first start of work at the Customer’s, the executing persons of the Contractor shall be committed to data secrecy in accordance with the Data Protection Act. In case of a contradiction with the Customer, with the respective legal provisions on data protection, the Contractor shall contact the Customer in due time to settle matters related to the contract awarded.
4. The Contractor shall hand over to the Customer all such documents, including copies possibly made, upon the completion of the respective service at the latest. The Customer shall have the right to terminate the contractual relationship without prior notice, if data regulations are violated by the Contractor. The right of claiming damages shall be reserved expressly.
5. The Contractor shall have the right to inform himself about the execution of the service under the contract. To do this, the employees of the Customer shall be obligated in principle to announce their visits to the Contractor well in advance.
6. The Contractor shall be obligated to immediately check deliveries made by the Contractor and third parties contracted by the latter to being correct of the contents and the usefulness of such documents shall be limited to intent and gross negligence.
7. When using subcontractors, the Contractor shall be obligated to inform the Customer about the employees deployed by the subcontractors at any time. This shall apply accordingly to temporary workers. The Contractor’s consent with the use of subcontractors shall not affect the Contractor’s liability for the proper execution of the service. In case the Contractor awards contracts to subcontractors, he shall ensure by agreements with the latter that the Customer’s rights and claims against the subcontractors are the same as against the Contractor.

(Article 5) Obstruction and Suspension of the Service
1. The Contractor shall contact the Customer in due time to settle matters related to the service under the contract awarded.
2. In case of a termination or rescission of the contract according to Article 5, No. 2 (2), VOL/B, claims for damages shall not be admitted. In case of termination, the Contractor shall have the right to claim payment of the services already rendered.

(Article 6) Type of Delivery and Shipment
1. Delivery shall be accompanied by two delivery notes. The order number and, if applicable, the given identification number of the good shall be indicated in the delivery note. In case of deliveries from foreign customs territories, the Contractor shall contact the Customer in due time to settle matters related to customs clearance and import.
2. In case abbreviations of the "Incoterms" are used, the version or revised version valid at the time of conclusion of the contract shall apply.
3. To the extent of the Customer bearing the transport costs, the Contractor shall be obligated to disburse at no costs the costs until receipt by the consignee. The transport means and the type of transport shall be selected by the Contractor taking into account aspects of economic efficiency.

(Article 8) Termination of the Contract by the Customer
1. The Contractor may withdraw from the contract with immediate effect, if the Customer violates an obligation imposed on him to keep confidential facts that have become known to him in connection with the contract awarded.
2. The Contractor may withdraw from the contract with immediate effect, if the Customer violates an obligation imposed on him to keep confidential facts that have become known to him in connection with the contract awarded.
3. The Contractor shall be obligated to inform third parties about the contents of the contract only, if and to the extent to which this is necessary for fulfilling the contract.
4. The Contractor shall exercise due care for all persons engaged by him with the processing or execution of this contract observing the legal provisions on data protection and neither transmitting the information obtained from the Customer’s domain to third parties nor exploiting it in any other way. This shall also apply to the contracts carried out by the Contractor outside of the KIT. Prior to the first start of work at the Customer’s, the executing persons of the Contractor shall be committed to data secrecy in accordance with the Data Protection Act. In case of a contradiction with the Contractor, with the respective legal provisions on data protection, the Contractor shall contact the Customer in due time to settle matters related to the contract awarded.
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7. When using subcontractors, the Contractor shall be obligated to inform the Customer about the employees deployed by the subcontractors at any time. This shall apply accordingly to temporary workers. The Contractor’s consent with the use of subcontractors shall not affect the Contractor’s liability for the proper execution of the service. In case the Contractor awards contracts to subcontractors, he shall ensure by agreements with the latter that the Customer’s rights and claims against the subcontractors are the same as against the Contractor.

(Article 9) Default of the Customer, Termination by the Contractor
1. In derogation of Article 286, par. 3, German Civil Code (BGB), the Customer, after payment has become due, shall be in default upon receipt of a written reminder from the Contractor only.

(Article 11) Penalty
(1) If major reasons according to Article 8 (1) b) of the present ACT exist, the Contractor shall pay a penalty to the Customer, no matter whether the Customer exercises fully or in part his right to rescind. The penalty shall amount to 50 times the value of the gifts or advantages promised or granted in cases of corruption according to Article 8 (1) b) of the present ACT or 50 times the saved expenses or the damage caused in the remaining cases of Article 8 (1) b) above. However, it shall not exceed a maximum of 10% of the total contract value, exclusive of the legal turnover tax. This shall also apply, if the contract has been terminated or fulfilled already.

(2) The penalty according to (1) may be incurred during the period from the receipt of the request of a quotation to two years upon receipt of the invoice. In case invoices for partial services have been agreed upon, receipt of the last invoice shall be authoritative. In case the Contractor can prove that he is only slightly responsible for non-compliance according to Article 8 (1) b) above or that the damage caused is small only, the Customer may refrain from claiming the penalty. Claiming of the penalty shall not affect possible claims for damages. They shall not be set off against each other. Articles 339 through 342, German Civil Code (BGB), shall not apply.

(Article 13) Acceptance

(1) Unless agreed otherwise, the risk shall pass to the Customer with:
   a) the taking over of deliveries at the point of receipt,
   b) the acceptance of construction services.

(2) In case a test run or functional test is envisaged, acceptance shall be expressed after a perfect test run only by a formal declaration of acceptance in writing.

(Article 14) Claims Based on Defects and Limitation of Action

(1) Claims of the Customer based on defects shall also cover packaging, conservation, and labeling, unless expressly agreed otherwise in the contract.

(2) The Customer’s approval of plans, drawings, calculations or other documents related to the services and submitted by the Contractor shall not affect the Contractor’s obligation to properly render the service.

(3) As long as both parties negotiate on the existence or the scope of claims based on defects, the Statute of Limitations shall be suspended. Suspension shall start with the notification of the defect. If negotiations are started again, so shall the suspension of the Statute of Limitations.

(Article 15) Invoice

(1) Invoices shall be made out with the contract prices, exclusive of turnover tax, indicated.

(2) In each invoice, the scope and value of all previous services and the already received payments together with the turnover taxes included therein shall be indicated.

(Article 16) Charging of Services According to Hourly Rates

(1) When rendering and charging services according to hourly rates, the Contractor shall submit in duplicate lists for each working day. These lists shall include:
   - the date,
   - the exact designation of the place of execution of the service,
   - the type of service,
   - the names of the workers and their profession, wage or salary categories,
   - the hours worked by each worker with the hours of work overtime, in the night, on Sundays, and holidays as well as aggravating circumstances not included in the hourly rate being specified, if applicable, and
   - the sizes of instruments used.

(2) The contractor shall submit checklists at monthly intervals for all employees deployed at the Customer’s and charged on an hourly basis. These lists shall include:
   - the names of the workers,
   - the hours worked by each worker per working day,
   - the respective order numbers.

(3) Invoices with hourly rates shall be broken down according to the lists. The original lists shall be kept by the Customer, the certified copies shall be given to the Contractor.

(Article 17) Payment

(1) All payments shall be made cashless.

(2) In case of remittance from an account, the day of payment shall be the day of handing in or sending the payment order to the bank.

(3) In case of consortiums, payments with the effect of discharging the Customer shall be made to the authorized representative of the consortium, who is responsible for the execution of the contract, or in accordance with this representative’s instruction in writing. This shall also apply after the dissolution of the consortium.

(4) In case of the Customer claiming recovery of overpayments, the Contractor shall not have the right to plead abolition of enrichment (Article 818, par. 3, Civil Code (BGB)). Overpayment is the result of gross negligence of the Customer.

(5) In case of an overpayment by the Contractor, the Contractor shall be obliged to pay interest on the amount to be returned, exclusive of turnover tax, from the date of the payment order of the Customer being sent to his bank. The interest rate shall correspond to the interest rate valid for credits of the Federal Republic of Germany for coverage of expenses, but not be below 4% per year.

(6) Claims of the Contractor against the Customer may only be assigned with the approval of the Customer. This approval may only be refused for an important reason. It shall be deemed to have been granted, if the Customer does not object within a period of two weeks upon receipt of the Contractor’s notification of assignment.

(7) An assignment shall become effective against the Customer only, if the notification of assignment meets the requirements given below:
   a) The Customer shall be notified in writing as specified on the Customer’s form, with the Customer’s office placing the order and the order being indicated precisely.
   b) The new creditor shall make a declaration as specified on the form of the Customer, with this declaration having the following contents:
      - payment of the debt may only be claimed subject to the contractual provisions;
      - according to Article 404, Civil Code (BGB), objections that were well founded against the previous creditor at the time of assignment may be raised against me;
      - the debt may be set off against counterclaims within the limits of Article 406, Civil Code (BGB);
      - another assignment by me will not be effective against the Customer.

Payments made by the Customer to the Contractor following the assignment shall be accepted by me, if less than seven working days have passed between the receipt of the notification of assignment by the Customer and the date of payment (day of handing in or sending the payment order to the bank)."

(8) Assignments from several contracts shall be indicated separately for each contract.

(Article 18) Guarantee

(1) Guarantee for the execution of the contract shall cover the compliance with any contractual obligations and, in particular, the contractual execution of the service, including invoicing, claims based on defects, and claims for damages as well as the return of overpayments, including interests.

(2) For the guarantee, the forms of the Customer shall be used.

(3) Guarantee shall be made by a credit institute or a credit insurer or surety company accredited:
   - in the European Union, or
   - in one of the states of the parties of the Agreement on the European Economic Territory, or
   - in one of the states of the parties of the WTO Agreement on Government Procurement.

(Article 19) Disputes

(1) For the interpretation of the Contract, the German version shall be binding exclusively. Provisions concerning the contractual and non-contractual relationships of the contracting parties shall be subject to the law of the Federal Republic of Germany exclusively.


(3) Unless agreed otherwise, the venue shall be Karlsruhe.

Karlsruhe Institute of Technology (KIT)