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## Standard Terms and Conditions of Purchase

### 1. General:

Unless otherwise agreed in writing between the Helmholtz Centre for Infection Research GmbH, Braunschweig (hereinafter referred to as the Client) and the Contractor (hereinafter referred to as the Contractor), these Standard Terms and Conditions of Purchase shall apply to all deliveries and services commissioned by the Client.

By submitting an offer, by confirming an order, by accepting or executing an order, the Contractor submits to these Standard Terms and Conditions of Purchase, provided that the Client has communicated them to the Contractor in connection with a call for tenders, an enquiry or an order or has made them generally known in another way so that the Client could expect them to apply.

The Contractor's standard terms and conditions and any terms and conditions deviating from the Client's purchase order or these General Terms and Conditions of Purchase shall only apply if and to the extent that they have been expressly accepted by the Client in writing. This shall also apply if the Contractor refers to its general terms and conditions in the offer or in the order confirmation. If individual provisions of these General Terms and Conditions of Purchase cannot be applied for any reason, the remaining provisions shall remain unaffected thereby.

All documents, including invoices, shall indicate the order number, reference and date of correspondence from the Client.

### 2. Offer, order and order Confirmation:

Offers shall be submitted in duplicate, without obligation for the Client and free of charge. The Contractor shall adhere to the enquiry or the invitation to tender with regard to quantity, quality and execution in the offer and, in the event of a deviation, shall expressly refer to this. He shall be bound by his offer for 3 months. The order must be in written form for it to be binding. Verbal agreements shall be valid if they are confirmed in writing by the Client. Orders shall be confirmed in writing by the contractor without delay. The Client reserves the right to withdraw the order if the confirmation is not received within 14 days.

### 3. Prices:

The agreed prices are fixed without value added tax and are understood to be free at place of use including packing. If otherwise agreed, the freight and packing costs shall be paid by the contractor and shown separately in the invoices. If the price is not fixed at the time the order is placed, it must be submitted to us with the order confirmation at the latest. If the Client does not object within 8 working days, the price shall be deemed to have been approved. When determining the prices, the provisions of Regulation PR 30/53 on Prices for Public Contracts of 21/11/1953, as amended, with the Guidelines for Price Determination on the Basis of Cost Price (LSP) shall be applied.

If advance payments have been agreed, the Contractor shall provide directly enforceable guarantees from a major German bank as security.

### 4. Execution of the contract, compliance and regulations:

The Contractor undertakes to observe the relevant statutory and official regulations and requirements in the performance of the contract. The delivery or service must comply with the accident prevention and occupational health and safety regulations as well as the generally recognised safety and occupational medical rules, relevant standard, DIN, VDE, CE and other regulations. Electrical machines, devices etc. must bear the CE mark and the VDE radio protection mark, in accordance with the High Frequency Devices Act. The Contractor shall supply the protective devices required by such regulations within the agreed price. If the Contractor has reservations about the type of execution requested by the Client, he shall notify the Client of this without delay.

All documents required for acceptance, operation, maintenance and repair (test reports, tools, drawings, plans, operating instructions, etc.) shall be supplied by the Contractor free of charge, if necessary in reproducible form.

In the case of commissioned or incurred hourly wage work, the Contractor shall ensure that the hourly wage slips are handed in to the gatekeeper each day when leaving the premises.

### 5. Delivery dates, delay in delivery, force majeure:

The agreed dates are binding.

The delivery period shall commence on the date of receipt of the purchase order by the Contractor. The Contractor shall be in default after expiry of the delivery period without the requirement of a reminder. If delays are to be expected, e.g. also in the event of force majeure, industrial disputes or other unforeseeable events, the Contractor shall immediately notify the Client thereof in writing, stating the reasons and the presumed duration.

The Contractor shall be obliged to compensate the Client for all direct and indirect damage caused by delay insofar as the delay is due to the fault of the Contractor. Acceptance of the delayed delivery or service does not constitute a waiver of claims for compensation.

### 6. Right of information and inspection:

The Client and its agents shall be entitled to obtain information from the Contractor within working hours regarding the contractual execution of the delivery, to participate in factory tests and to carry out inspections. The costs for the inspections arranged by the Client shall be borne by the Client. Repeat inspections by the Client due to defects detected in previous inspections shall be borne in full by the Contractor.

When commissioning subcontracts, the Contractor undertakes to ensure that the subcontractor grants the Client the right to information and to carry out inspections at the subcontractor's premises to the aforementioned extent. The inspections shall not release the Contractor from its warranty and liability.

### 7. Amendment of contract, assignment of claims:

The Client may request subsequent changes in the quality of the delivery or service within the scope of the Contractor's technical capability. Technical changes and their effects on prices, delivery time or other conditions must be made in writing in accordance with No. 2 of these Standard Terms and Conditions of Purchase. The Contractor may only assign claims against the Client in a legally valid manner with the Client's consent.

**8. Delivery and Customs:**

Two delivery notes shall be enclosed with the delivery. In the case of deliveries from abroad, the Contractor shall contact the Client in good time regarding customs and import clearance.

**9. Acceptance:**

If the delivery or service (purchase contract/contract for work and services) has been provided in accordance with the contract or if any defects found have been remedied, it shall be accepted by the Client. If a trial run is planned, the acceptance shall be issued by means of a joint acceptance protocol after a faultless trial run.

**10. Ownership:**

The Client shall acquire unrestricted ownership of the delivered item or service after its handover upon acceptance; the same shall apply to the documents supplied by the Contractor (No. 4 Para. 2). By handing over, the Contractor declares that it is fully entitled to dispose of the goods and that no third-party rights exist.

Material supplies of any kind shall remain the property of the Client. They shall be marked as such and stored, designated and managed separately. If material supplies are processed, modified, combined or mixed with other items, the Client shall acquire sole ownership of the new item. The Contractor shall keep these in safe custody for the Client free of charge. Ownership and copyright of the Client's documents which he has handed over to the Contractor shall remain with the Client. The documents shall be returned immediately upon request together with all copies or duplicates. The Client's documents may only be used for the purposes stipulated in the contract. In the event of infringements, the Contractor shall be liable for the total damages incurred.

**11. Invoicing and payment:**

The Contractor shall be obliged to issue invoices for each order separately to the Client only in electronic form, stating the Client's order number. The data exchange standard XInvoice dated 29 September 2017 (BAnz AT 10.10.2017 B1) in its current version shall be used for issuing electronic invoices. Another data exchange standard may also be used provided it meets the requirements of the European standard for electronic invoicing. Please send your electronic invoice to the e-mail address specified on the order.

Direct orders up to an order value of € 1,000 are exempt from this obligation (all exceptions: § 3 para. 3 E-RechV). For orders below € 1,000 the following applies: invoices are to be issued by post via PDF or via XInvoice to the e-mail address specified on the purchase order and separately for each order immediately after dispatch of the goods, stating the order number of the Client. The value added tax shall be shown separately. Invoices that have not been properly compiled shall be deemed not to have been issued.

The Contractor shall provide all evidence (for example certificates of origin) which are necessary for the Client to obtain customs or other advantages.

Payment shall be made in principle

- within 14 days with 3 % discount
- or within 30 days net

at our discretion by cheque or bank transfer.

The deadlines shall commence upon receipt of the invoice or, if the goods arrive after the invoice, upon receipt of the goods, but in no case before the agreed date of receipt of the goods.

Payment does not constitute the fulfilment of the Contractor's contractual obligations.

**12. Warranty:**

The Contractor shall be liable for defects of title and quality in accordance with the statutory provisions. He guarantees the careful and proper fulfilment of the contract, in particular the compliance with the stipulated specifications and other execution regulations of the Client in accordance with the latest state-of-the-art of science and technology, as well as the quality and expediency of the delivery with regard to material, construction and execution and the documents belonging to the delivery (drawings, plans, etc.).

In the event of a defect, the Client shall have statutory rights. The costs to be borne by the Contractor for the rectification of defects shall also include the expenses for packing, freight and delivery, the work undertaken for dismantling and installation, travel expenses and the performance of the rectification of defects at the Client's premises. The statutory warranty periods shall apply. The Contractor shall provide the same warranty for replacement parts and rectification work as for the object of the delivery. For delivery parts which could not remain in operation due to warranty defects, a current warranty period shall be extended for the period of the interruption of operation.

**13. Property rights:**

The Contractor shall be liable for ensuring that the property rights of third parties are not infringed during the execution of the contract and during the delivery and use of the object of the delivery or service. He shall indemnify the Client against claims of third parties arising from any infringements of property rights.

**14. Advertising material:**

The Contractor may only refer to business connections with the Client in advertising material with the Client's express consent.

**15. Termination and withdrawal:**

Notwithstanding other rights of termination and withdrawal, the Client shall be entitled to terminate or withdraw from the contract if conduct occurs on the part of the Contractor which would lead to the exclusion of the Contractor from competition pursuant to Sections 123, 124 GWB. Furthermore, the Contractor shall be obliged to pay a contractual penalty. The Client's anti-corruption clause shall apply to the reasons for exclusion in detail, the effects of the termination of the contract and the amount of the contractual penalty.

Furthermore, the Client may withdraw from or terminate the contract if bankruptcy proceedings or judicial insolvency proceedings are initiated against the Contractor's assets or if the Contractor ceases its payments not only temporarily

**16. Safety and order regulations:**

In the case of deliveries and services on the premises and in the facilities of the Client, the safety and order regulations of the Client shall be observed, which in this case shall be an integral part of the contract.

**17. Applicable law:**

The law of the Federal Republic of Germany shall apply exclusively to all provisions above.

**18. Place of execution and court of jurisdiction:**

The place of execution for the Contractor is the Helmholtz Centre for Infection Research GmbH, Braunschweig-Stöckheim.  
Court of jurisdiction is Braunschweig.

November 2020  
Helmholtz-Zentrum für Infektionsforschung GmbH

The terms and conditions of purchase have been acknowledged:

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(Place)

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(Date)

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(Stamp, legally binding signature)<sup>1</sup>

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<sup>1</sup> (Manual) signature only required if this document is part of a written offer. In the case of electronic offers, the company name and the name of the declaring party shall be sufficient.