



General Purchasing Conditions for Goods and Services

I. Contractual Basis

1. The following conditions apply to all contracts to be concluded by the Leopoldina for the provision of goods and services, in particular purchase contracts, service contracts and contracts for work and services. In the absence of deviating provisions in individual contracts, the following provisions apply to the contracts successively in the following order:
 - the concluded contract including the performance specification and the annexes;
 - the following "General Contractual Conditions for Goods and Services" as additional contractual conditions;
 - further supplementary contractual conditions (e.g. data protection agreements, agreement on commissioned data processing) as well as any general technical provisions;
 - depending on the type of contract, the "Unterschwelvenvergabeordnung" (UVgO) or the "Allgemeine Vertragsbedingungen für die Ausführung von Bauleistungen" (VOB/B) in the currently valid version;
 - the requested self-declaration or self-disclosure of the Contractor;
 - the statutory provisions.
2. Deviating provisions, amendments, supplements or additional agreements on the content of the contract and its execution (e.g. guarantees, commitments of any kind) are only effective if recorded in writing. The Contractor's terms and conditions only become part of the contract if they are expressly recognised in writing by the Leopoldina or do not contradict these terms and conditions of the Leopoldina.

II. Type and Scope of the Performance

1. Tenders and the awarding of contracts by the Leopoldina are generally governed by the UVgO or the VOB/A.
2. Only written and signed orders are binding. Any deviation of the order confirmation from the content of the order must be justified and is considered to be a new offer to contract. The same applies if the order confirmation contains delivery reservations or exemptions deviating from the original offer.
3. Contractually agreed goods and services may be changed to a reasonable extent by written agreement. The Contractor must implement the changes within a reasonable period of time. Reasonable agreements must be reached by mutual consent on the effects of the amendment to the contract, in particular with regard to possible additional or reduced costs and changed delivery dates.

III. Provision of the Goods and Services

1. The Contractor warrants that all goods and services are suitable for the contractually agreed use, including proper, safe and economic use.
2. The Contractor must ensure that it is aware in good time of all details and circumstances relevant to the fulfilment of its contractual obligations and of the intended use of its goods and services by the Leopoldina.

3. When providing the goods and services, the Contractor bears sole responsibility for the fulfilment of legal, official, tax and professional association obligations and other obligations, also towards its vicarious agents. The Contractor is obliged to obtain all permits necessary for the proper execution of the order.
4. The Contractor may only transfer the provision of the goods and services or essential parts thereof to third parties who are not vicarious agents with the prior consent of the Client.
5. Partial provisions of goods and services are only permissible if they have been agreed separately in writing and no additional costs are incurred by the Leopoldina as a result.
6. The Contractor must duly comply with its traffic safety obligations. Required safety devices must be supplied or fitted and are included in the price.
7. The Contractor may not advertise its business relationship with the Leopoldina without prior written consent.
8. If the goods and services are provided on the Leopoldina's premises, the Contractor and its vicarious agents must comply with the Leopoldina's instructions. If essential instructions are violated, the Leopoldina may withdraw from the contract without notice.

IV. Invoicing

1. The Contractor is required to provide a verifiable invoice for its goods and services. For this purpose, invoices must be issued separately and clearly for each order, stating the contract or order number. The other contractual accounting requirements must be observed and the type and scope of the goods and services must be substantiated by receipts in the generally accepted form. Invoice amounts payable for changes and additions made must be specially marked as such.
2. Unless otherwise indicated by the Contractor, invoices issued are deemed to be final invoices; in the case of partial invoices, the final invoice must be marked as such.

V. Prices / Terms of Payment

1. The agreed prices are fixed prices. The invoice amount is payable after contractual provision and due date of the goods and services. If payment terms have not been contractually agreed, the invoice amount is payable within 30 days of the due date and receipt of an auditable invoice. If the Contractor offers a prompt payment discount and the Leopoldina asserts justified objections or reservations, the prompt payment discount period is suspended for this period.
2. Unless otherwise agreed, payment will be effected cashless. The timeliness is determined by the complete invoice amount being credited to the recipient's account. Invoices that are incorrect or do not comply with the contract will be returned unprocessed by the Leopoldina and will not be paid until they have been amended in accordance with the contract.
3. The Contractor is not entitled to offsetting unless the counterclaim is undisputed or has been legally established. The same applies to exercising the statutory right of retention insofar as the claims are not based on the same contractual relationship. The Contractor is prohibited from assigning any claims it has against the Leopoldina to third parties or having them collected by third parties. The provision of § 354 a HGB remains unaffected.

VI. Terms of Delivery, Transfer of Risk

1. Goods and services must always be provided free domicile at the expense and risk of the Contractor. Upon proper handover of the goods to the Leopoldina, the risk of accidental loss or accidental deterioration is transferred to the Leopoldina. If further services (assembly, installation services, etc.) are agreed in addition to the mere delivery of the goods, the transfer of risk only takes place after acceptance of the entire goods and services by the Leopoldina.

2. Upon receipt, goods are only inspected by the Leopoldina with regard to externally visible damage, externally visible deviations from the agreed quality or quantity. Such defects are reported immediately by the Leopoldina. If such defects are detected, the Leopoldina is entitled to return the entire delivery. Hidden defects are reported immediately upon discovery. The Contractor insofar waives the objection of delayed notification of defects.
3. Goods and services are accepted from Monday to Friday from 8 a.m. - 6 p.m. or by prior arrangement.
4. Goods must be packaged in a customary and appropriate manner; the Leopoldina is entitled to specify the type and manner of packaging to the Contractor. Incidental costs such as costs for shipment, freight, transport, packaging as well as the costs for the return of the packaging material are borne by the Contractor.
5. The Contractor must take out all insurance policies required for the proper performance of the contract (liability or transport insurance) at its own expense and present them on request.

VII. Dates / Default

1. Agreed dates and deadlines are binding for the Contractor. If no dates are specified, the goods and services must be provided without delay. Timely compliance is determined by the receipt of the goods or services by the Leopoldina or by a recipient specified by the Leopoldina.
2. Circumstances that make it impossible to meet agreed deadlines or delay the provision of goods and services must be communicated by the Contractor to the Leopoldina immediately in writing, stating the reasons and, if applicable, the expected duration of the delay. The Contractor may only invoke circumstances for which it is not responsible (e.g. force majeure) if it has complied with its notification obligation.
3. In the event of default, the Contractor is liable in accordance with the statutory provisions. The unconditional acceptance of delayed goods or services does not constitute a waiver of claims for compensation.
4. In addition to clause 3, the Leopoldina is entitled to demand a contractual penalty from the Contractor. This amounts to 0.2% of the net order value per commenced week of default and is limited to a total of 5% of the net order value. The agreement of the contractual penalty or its enforcement does not affect the statutory claims due to default to which the Leopoldina is entitled (e.g. damages, withdrawal, etc.). Contractual penalties paid must be credited against claims for damages. The contractual penalty may be claimed until the delayed goods have been paid for. The right to demand payment of the agreed contractual penalty will not be forfeited by the fact that the contractual penalty is not expressly reserved upon acceptance of the delayed delivery.

VIII. Acceptance, Warranty

1. The Leopoldina accepts the goods and services after completion in accordance with the contract, insofar as acceptance is not precluded by the nature and condition of the service. Acceptance may also be refused in particular in the case of insignificant deviations of the goods and services from the agreed quality, if these negate or reduce the value or suitability for the customary use or use assumed under the contract and the Contractor does not acknowledge its obligation to remedy the defect.
2. The Contractor warrants that the goods and services are free from material defects and defects of title. The claims of the Leopoldina in the event of defective delivery and performance are governed by the statutory provisions, unless otherwise agreed in individual contracts.
3. Warranty periods for purchase contracts and service contracts begin with the provision of the goods or services; for contracts for work and services with the final acceptance. The warranty period is 2 years in all cases where nothing to the contrary has been contractually agreed; 5 years in the case of buildings.
4. Advance payments or partial payments neither imply an acceptance nor an acknowledgement that the goods or services are free of defects. Interim acceptances are neither relevant for the transfer of risk nor for deadlines; only final acceptances constitute recognition of the goods and services as being in accordance with the contract.

IX. Liability

1. The Contractor is liable without limitation for damages arising from the breach of a warranty or from injury to life, limb or health. The same applies to intent and gross negligence or insofar as the Contractor has assumed the procurement risk. The Contractor is only liable for minor negligence if essential obligations are breached which arise from the nature of the contract and which are of particular importance for the achievement of the purpose of the contract. In the event of a breach of such obligations, default and impossibility, the Contractor's liability is limited to such damages as may typically be expected to arise within the scope of this contract. Mandatory statutory liability for product defects remains unaffected.
2. The liability for damages according to clause 1 also applies if the Contractor uses third parties for the provision of goods and services; in this case, the Contractor's liability for these third parties is the same as for vicarious agents.
3. Unless otherwise agreed, the Leopoldina is only liable for damages due to breach of contractual or non-contractual obligations in the event of intent or gross negligence on the part of its legal representatives or vicarious agents and in the event of culpable breach of essential contractual obligations. In the event of a slightly negligent breach of essential contractual obligations, the Leopoldina is only liable for foreseeable damage typical of the contract. The above limitations of liability do not apply in the event of injury to life, limb or health.
4. The Contractor indemnifies the Leopoldina against all claims of third parties due to alleged infringements of property rights, in particular copyrights, licences, rights of use and industrial property rights of any other kind. The indemnity also includes the costs of any legal defence that may become necessary. The contracting parties undertake to notify each other in writing without undue delay in the event of any claims against them for the infringement of such rights.

X. Force Majeure

Industrial action, unrest and other unforeseeable and unavoidable events release the Contractor from the performance of its obligations for the duration of the disruption. This only applies on condition that the Contractor informs the Leopoldina immediately of the disruption and its expected end and does everything reasonable to limit the effect of the event on the provision of the goods and services. If the disruption lasts longer and the Leopoldina is no longer interested in fulfilling the order as a result, it is entitled to the rights pursuant to clause XII (Termination of Contract).

XI. Termination of Contract

1. In the event of a longer-term impediment to delivery, suspension of payments, the opening of insolvency proceedings, the rejection of the opening for lack of assets or the initiation of comparable proceedings at the Contractor, the Leopoldina is entitled to withdraw from the contract or to terminate the contract with immediate effect. If the Leopoldina terminates the contract for the aforementioned reasons, it may retain the previous goods and services, insofar as it has use for them. These must be paid in proportion to the part performed in relation to the total contractual services on the basis of the contract prices. Unusable goods are returned at the expense of the Contractor. The other statutory and contractual rights and claims of the Leopoldina arising from breaches of duty by the Contractor remain unaffected.
2. The Leopoldina is entitled to withdraw from all existing contracts if the Contractor or its agents offer, promise or grant gifts or other benefits to the persons involved in the awarding, preparation, conclusion or performance of the contract or to persons close to them or in the interest of one or the other to a third party.

XII. Data Protection, Confidentiality

1. The Contractor agrees that the Leopoldina may store the data required within the scope of the business relationship and the concluded contracts using EDP and only use them for its own purposes.

2. The Contractor warrants that it and all persons it uses to provide its contractual goods and services to the Leopoldina or who act on its behalf in any other way towards the Leopoldina
 - are aware of and comply with the relevant federal and state provisions on data protection,
 - do not pass on information obtained from the Leopoldina to third parties or otherwise exploit or use it without the written consent of the Leopoldina,
 - refrain from unauthorised recording of business and trade secrets of the Leopoldina,
 - do not pass on the services or other work results, either in whole or in part, in a form that has not been changed or has been changed only insignificantly,
 - treat as confidential all knowledge that and in what way the goods and services and other work results are used by the Leopoldina.
3. The Contractor treats the information and documents provided to it, such as drawings, data carriers, etc., as strictly confidential and does not use them for purposes other than those specified by the Leopoldina.
4. The duty of confidentiality continues even after the end of the cooperation. After completion of the order, the Contractor must, upon request, return all working documents and data carriers handed over to it or its vicarious agents, as well as all copies made thereof, or destroy them for which proof must be provided. The Contractor ensures this by means of a suitable contractual agreement with the group of persons.
5. The Contractor is liable for all damages to the full extent incurred by the Leopoldina as a result of a breach of the contractual obligations referred to in this clause.

XIII. Miscellaneous

1. The relations between the Leopoldina and the Contractor are governed exclusively by the law of the Federal Republic of Germany.
2. Unless otherwise agreed, the place of performance and place of jurisdiction is Halle/Saale.

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