

General Conditions of Purchase and Supply
of Johann Wolfgang Goethe University, Frankfurt am Main (GCPD-G-U)

I. Scope

(1) The General Conditions of Purchase and Supply (hereinafter: Purchase Conditions) of Johann Wolfgang Goethe University, Frankfurt am Main (hereinafter: university) apply to all suppliers and service providers (hereinafter: supplier) of the university with respect to the supply of moveable property and/or the performance of services (this should be understood also to mean combined services e.g. construction services) without reference to whether the supplier themselves performs the service or buys in the service from sub-suppliers. The Purchase Conditions apply only if the supplier is a company within the meaning of § 14 German Civil Code (hereinafter Civil Code) or a legal entity under public law or a special fund under public law.

(2) The purchase conditions also apply, as amended, as a framework agreement for future contracts for the sale and/or supply of moveable property and/or services with the same suppliers, without the requirement that the university should refer again to them: the currently valid version of the Conditions of Purchase is available at <http://www.uni-frankfurt.de/66354914/Beschaffungsordnung>.

(3) These Conditions of Purchase are exclusively applicable. Deviating, conflicting or supplementary General Conditions of the supplier shall become a component of the contract only if and insofar as the university has expressly agreed in writing that they apply. This requirement for agreement shall apply in every case, even if the university, in the knowledge of the supplier's General Terms and Conditions of Business, accepts the latter unreservedly.

(4) Individual agreements concluded in individual cases with the supplier (including collateral agreements, additions and amendments) take precedence over these Purchase Conditions. However, a written agreement between the parties or in every case the written confirmation by the university is definitive for the content of agreements of this kind.

(5) Legally relevant statements and notifications, which are to be issued to the university subsequent to conclusion of contract by the supplier (e.g. setting deadlines, payment reminders, declarations of withdrawal) must be in writing in order to be valid.

II. Conclusion of the contract

(1) Supplier quotations, drafts, samples and specimens shall be supplied to the university free of charge. At the request of the university they must be taken back by the supplier at their own cost.

(2) Insofar as they have been requested on submission of drawings or specifications already prepared by the university, quotations from the supplier shall always be submitted on the basis of the drawings or specifications provided. If it becomes apparent from a feasibility study undertaken by the supplier that the product cannot be produced in accordance with the drawing or specification provided by the university, the university must be notified of this without delay.

(3) Visits and the preparation of quotations, projects, etc. are not remunerated, unless remuneration has been expressly agreed in advance or there is a legal claim thereto. If there is a legal claim to remuneration, prior to performing services subject to a charge, the supplier must inform the university of this in writing and allow the university to confirm in writing that they agree to the performance of the services subject to a charge.

(4) All orders from the university require the written form. Orders from the university apply at the earliest on written submission and where the University Order Form is used, not until all the contents therein marked with (*) have been provided as binding. Supplies for which, contrary to the requirement for the written form, there are no written orders, shall be deemed by the university as not accepted, even if in an individual case such supplies have been received. The university reserves the right to return supplies, which have been provided without authorisation, at the cost of the supplier. If unauthorised supplies are not returned, the goods shall be stored by the university until they are collected by the supplier at the supplier's own risk and expense. Silence on the part of the university concerning quotations, invitations or other declarations from the supplier shall be deemed to have been agreed to only if this has previously been expressly agreed in writing. The supplier must notify the university without delay and in writing of obvious errors (e.g. typing and calculation errors) and/or incomplete orders or missing order documents for the purpose of correction or completion.

(5) The supplier must confirm receipt of the order to the customer without delay and in writing (email). Order confirmations simply declare that the supplier has received the order. If the contents of an order confirmation deviate from the order, this is deemed to be repudiation by the supplier, unless the university explicitly agrees to the amendment, i.e. discusses the contents and accepts the amendment in writing vis-à-vis the supplier. Receipt without comment of a deviating order confirmation alone is not deemed acceptance of any amendment in the contents. If the university can prove that they have submitted an order, it is assumed that the supplier has received the order, even if no order confirmation is sent out.

III. Delivery period and delayed delivery

(1) The delivery period stated by the university in the order is binding. The supplier is obligated to inform the university without delay in writing, stating the reasons and the anticipated delay, if it is foreseeable that it will be impossible to comply with agreed delivery periods. Prior to the agreed delivery deadline, part deliveries or supplies may be performed only with the prior written agreement of the university.

(2) If the supplier fails to perform their service, fails to perform the service in full or fails to perform the service within the agreed delivery period, or falls into arrears, the rights of the university, in particular to withdrawal and compensation in damages, are governed by the statutory provisions.

(3) If necessary documents to be supplied by the university fail to arrive, the supplier may call for these documents only when they issue a written reminder for the documents and do not receive the documents.

(4) The claim to delivery by the university may be ruled out by the university, if the supplier has provided compensation in damages to the full extent in lieu of the delivery at the university's request. The acceptance of delayed delivery does not represent any waiver of claims for compensation in damages.

(5) Force majeure shall release the parties to the contract for the duration of the malfunction and to the extent of its effect on the service obligations. The parties to the contract are obligated to provide the necessary information without delay within reasonable limits and to adapt their obligations to the changed circumstances in good faith. The university is released in full or in part from the obligation to accept the delivery/service ordered and is entitled to withdraw from the contract in this respect if the delivery/service can no longer be exploited by reason of the university being delayed due to force majeure with regard to the economic standpoint.

IV. Delivery, passing of risk, default of acceptance, packaging

(1) The customer must be notified of a delivery in writing (email) at least 2 working days prior to the delivery deadline. All the costs incurred by delivery in full to the agreed destination (delivery address), including any transport insurance, freight charges, etc. are borne by the supplier.

(2) The supplier must ensure that the packaging is adequate and secure. Damages in transit, which are not recognised by insurers by reason of inadequate packaging, shall be borne by the supplier.

(3) Unless otherwise agreed in individual cases, intra-Community (EU) deliveries shall be made DAP and deliveries from countries outside the EU shall be made DDP (pursuant to INCOTERMS® 2010) to the destination specified in the order (delivery address). The respective destination is also the place of performance (debt to be delivered to the creditor).

(4) Every delivery by the supplier must be accompanied by a delivery note. Where the supplier makes the delivery directly, they must have the receipt of the goods confirmed on a confirmation of receipt or the delivery note by the recipient, stating the date of delivery, the surname and first name of the recipient of the goods in a clean copy and this document must be signed. In the case of delivery of technical products or after concluding the corresponding services, the supplier must surrender all the necessary documents or documentation to the university, together with any test reports or certificates. These documents represent an integral component of the delivery/service. In the case of deliveries of products requiring maintenance, the university must also be provided with all the documents relevant to maintenance.

(5) The risk of accidental destruction and accidental deterioration of the object passes to the university on handover of the object at the place of performance. If an acceptance procedure has been agreed, this is definitive for the passing of the risk.

(6) The statutory provisions apply to the occurrence of default of acceptance on the part of the university.

(7) The university shall accept only the quantities or numbers of items ordered. Over-delivery and under-delivery are not admissible. In the case of over- or under-delivery, the university reserves the right to return the goods at the cost of the supplier.

(8) Unless agreed otherwise, deliveries may only be performed in full. Where the supplier in an individual case is only able to perform a part-delivery, the supplier shall notify the customer of this without delay in writing (e-mail), stating a definite delivery deadline for the subsequent delivery. In this case the university has the right to demand delivery in full at the subsequent delivery deadline or to exercise their right to withdraw pursuant to the statutory provisions.

If subsequent delivery is agreed, this must be performed immediately upon the product becoming available to the supplier and free of charge for the university. The university's right to assert damages caused by default remains unaffected thereby.

V. Environmental protection, sustainability, duty to inform, subcontractors

(1) The supplier undertakes to offer and to supply products preferentially, which in satisfying the requirements and specifications of the university in terms of sustainability promise to use to a minimum of natural or non-renewable resources and energy in the extraction and composition of the raw materials for the product and its packaging, as well as in the production, delivery, use and final recycling processes. In addition, as regards their services and deliveries or subsidiary deliveries from third parties, the supplier undertakes to exclude to the extent economically and technically possible the use of child labour in the production processes and to preferentially use environmentally-friendly products and processes and to check these regularly.

(2) Where possible, the supplier must use environmentally-friendly and recyclable materials (e.g. reusable containers and cardboard packaging) for packaging. The packaging material must be taken back by the supplier at their expense.

(3) The supplier must inform the university on request about the origin of products delivered, manufacturing processes, composition, production facilities, processes or facilities for inspecting the products or the quality assurance measures. For this purpose, the supplier must provide the necessary documents and allow audits to the extent required.

(4) The supplier may use subcontractors, freelance employees, sub-suppliers and other third parties (jointly: authorised agents), unless otherwise agreed. If material parts of the delivery/service are to be performed by a party other than the supplier themselves, the supplier must notify the university of this in writing in advance. In this case the supplier must contractually ensure that the authorised agents perform all the services in full and in due and proper form. Furthermore, they must ensure that the due and proper performance of the services can be comprehensively monitored by the university by means of the relevant documentation and regular audits and that the duties arising from the contractual relationship with the university also apply in the contractual relationship with the authorised agents.

(5) Authorised agents are deemed to be the vicarious agents of the supplier. Shortages, delays, malfunctions, insufficient performance and other errors in the supplies and services by the authorised agents, irrespective of the issue that these shortcomings relate to, shall be attributed to the supplier and shall not release the supplier from their duty to perform arising from the contract concluded with the university.

VI. Prices, invoices, payment conditions, offset and retention

(1) The price stated in the order is binding. All prices are understood to exclude statutory Value Added Tax, even if this is not shown separately. The prices agreed are fixed prices and exclude supplementary claims of any kind whatsoever. Additional expenses, such as costs for packaging, lower-quantity surcharges, other processing fees and flat-rate charges are included in the prices agreed.

In the case of the intra-Community (EU) purchase of goods and services where applicable any import duties incurred (for products and services originating from outside the EU) must be borne by the supplier and are already included in the agreed prices.

In the case of extra-Community purchase, the university shall bear the import duties incurred.

(2) Delivery notes, consignment notes, invoices and all correspondence must include at least the university's order codes (from the order/ contract).

(3) In the case of deliveries from regions outside the customs territory of the EU, a copy of the invoice or a proforma invoice must be attached to the consignment of goods.

(4) The recipient of all invoices issued by the Goethe University, Frankfurt am Main is, unless otherwise stated in the order (assignment/contract), the respective customer of the university. If it is agreed that the university shall accept central receipt of invoice, this is the central invoice recipient for the university, as evidenced by the underlying order (assignment/contract).

(5) Payment must never be made prior to proven fulfilment in full of the contractual obligations of the supplier. By way of exception, advance performance, and the securing of this, may be agreed in writing.

(6) If no security for advance performance is agreed, the supplier must submit a directly enforceable bank guarantee from a credit institute, with its registered office in the EU to the university, at the latest with the first invoice. Unless otherwise agreed, a loan guarantee shall only be accepted by the university if this is unconditional and without a time limit, the guarantor for this has waived the defence of contestability and offset pursuant to § 770 Civil Code and the defence of failure to pursue remedies pursuant to § 771 Civil Code and undertakes to pay the creditor on first demand without the university being required to prove the existence of the main debt. A loan guarantee shall be returned when the grounds for security have ceased to apply, at the earliest however subsequent to written demand by the supplier, within 10 working days.

(7) In the case of supplies/services performed continuously, in parts or repeatedly, the university may agree a statement of account with the contractor subsequent to the provision of certain part deliveries and/or services (where applicable coupled with the attainment of determined milestones) or else invoicing at determined fixed intervals of time.

(8) In the case of a consortium settlement, the invoice shall be paid solely to the main contractor in the consortium.

(9) Payments shall be made (if agreed, on the basis of delivery notes sent in advance to the customer or the service recipient) solely on the submission of a verifiable invoice, which is issued in due and proper form in accordance with the Tax Amendment Act in force (StÄndG) and the other applicable legal provisions and which is sent to the address of the respective invoice recipient (See Point VI. (4)).

(10) Irrespective of the invoice recipient, as well as the minimum contents in accordance with the Tax Amendment Act, invoices must always indicate the respective customer, stating their telephone number and email address, the date of order and the order codes communicated by the university, such as references and order number(s).

(11) Invoices from the Community territory of the EU must show the invoiced amount explicitly as a net amount (without Value Added Tax).

(12) Invoices in accordance with contract must be paid net within 30 calendar days from receipt of invoice by the university (with the exception of any discount agreements). No shorter payment deadline (< 30 calendar days) can be shown on the contractor's invoices. In the case of bank transfers, payment is deemed to be on time, if the transfer order from the university is received by the university's bank prior to the expiry of the payment deadline. The university is not responsible for delays caused by the banks involved in the payment process. Payment is made subject to verification of the invoice.

(13) Any deduction of discount, together with the discount period must be shown separately on the contractor's invoices and must correspond to the relevant information in binding offers from the contractor or the contractual agreements with the university.

(14) The structure of the invoice, i.e. the description of the object of supply or service and the numbering of the invoiced items must equate to the structure of the order, any order confirmation issued with respect to it and the delivery note in the description of the object of supply or service and the numbering of the items on the order or delivery note.

(15) If invoices include services or parts of services, which represent artistic services within the meaning of the Artists Social Security Act (KSVG), this must be mentioned in such invoices and the relevant services or parts of services identified in this invoice, even when the contractor themselves is not included in the category of those obliged to pay the insurance and is not the insured party pursuant to the Artists Social Security Act.

(16) Payment and discount periods do not begin until the service has been performed in accordance with the contract or, where agreed, a part service has been performed and a verifiable invoice in due and proper form has been received by the invoice recipient.

(17) The university reserves the right to return incorrectly drafted invoices to the contractor, or to reject them. The contractor must not issue demands for payment against such invoices. They must immediately replace the invoice, which has been returned or rejected with a correctly drafted invoice, whereby any payment or discount period shall not begin afresh until the new, correct invoice has been received.

(18) Irrespective of any documentation duty they may have assumed, the contractor must provide to the university on request within 2 working day documents, which provide evidence of the supplies or services performed by them (e.g. confirmations of receipt signed by the university or delivery notes).

(19) The statutory provisions apply to the occurrence of default of payment by the university. In each case, however, a written demand for payment is required from the supplier.

(20) Rights of offset and retention and the defence of failure to perform the contract are available to the university to the extent admissible in law. The university is entitled in particular to withhold payments due, for as long as the university has claims against the supplier for incomplete or defective services.

(21) The supplier has the rights of offset and retention only as regards established or undisputed counter-claims.

VII. Retention of title and supply

(1) The goods are unconditionally assigned to the university on transfer unconditionally and irrespective of payment of the price. However, if the university in an individual case accepts the supplier's offer contingent on the payment of the purchase price, the supplier's retention of title expires at the latest on the payment of the price for the goods supplied. Any extended retention of title by the supplier is ruled out.

(2) Any processing, mixing or combining of the objects supplied to the university by the supplier is specified for the university. It is agreed that the university shall become joint proprietor of results produced using the objects provided in proportion to the value of the goods provided and the value of the product as a whole. These are stored by the supplier for the university until the date of transfer.

VIII. Non-disclosure, data and reference

(1) For as long as and insofar as it has not been demonstrably published, all the commercial or technical information to which access is allowed by the university must be kept secret as regards third parties for a period of at least five years. This information must be securely stored in the supplier's own plant and made available only to persons, whom it is necessary to call upon to use this information for the purpose of supplying the university and who are similarly bound by a duty of non-disclosure. The same shall apply to information concerning operating and business processes and the operational organisation of the university, which becomes known to the supplier in the course of providing a service. The supplier undertakes to comply with the data protection provisions in force at any given time. The duty to treat documents and information belonging to the university in confidence shall remain even subsequent to the termination of any contractual relationship.

(2) The university reserves ownership and copyright to all the documents and resources delivered to the supplier by the university for the performance of an order, such as drawings, illustrations, drafts, calculations, descriptions, plans, models, samples, technical specifications, data storage media, other written documents, tools, parts and materials. Such documents and resources are to be used exclusively to perform the contractual service and must be returned to the university in full (where applicable including copies or records made) on completion of the contract. Products, which are made to order in accordance with the university's documents and resources, must neither be used by the supplier themselves nor offered or supplied to third parties.

(3) Once provided, the technical documentation, documents, drawings, diagrams, schemata, charts, photographs, layout templates and other documentation (whether on data storage media, in printed form or as material for print preparation or going to press) produced by the supplier in order to fulfil the contract, as well as all samples, tools, materials and other operating equipment become the property of the university. Furthermore, the university shall receive (insofar as admissible by law) all the exclusive rights of use and exploitation, unlimited in terms of time and space, in all the aforementioned works, which are protected by copyright. The university is not bound to pay any separate remuneration for the assignment of the above rights; this is included in full in the prices specified in the orders.

(4) Unless they have prior express written agreement, the supplier is prohibited from naming the university or the business relationship between the supplier and the university in any form whatsoever as a reference.

IX. Defective delivery

(1) Unless otherwise agreed, the statutory provisions apply to the rights of the university in the event of defects of goods or title and in the event of breaches of duty by the supplier.

(2) In accordance with the statutory provisions, the supplier accepts liability in particular for the fact that the goods are in the agreed condition at the time of the passing of the risk to the university. In every case the product specifications, which in particular are the object of the respective contract by virtue of a designation or reference in the order from the university or which have been included in the contract in the same way as these Conditions of Purchase, are deemed to be agreements with regard to condition. In this respect it makes no difference whether the product specification originates from the university or from the supplier.

(3) Deviating from § 442 (1) 2nd sentence Civil Code, the university is unconditionally entitled to assert claims for defects, even if they remained unaware of the defect at the conclusion of the contract due to gross negligence.

(4) The statutory provisions (§§ 377, 381 German Commercial Code; Commercial Code) apply to the commercial obligation to examination and notification of defects with the following stipulation: the university's obligation to examination is restricted to defects, which are obviously identifiable at the incoming goods inspection by the university subject to external assessment including the delivery documents (e.g. damage in transit, obvious incorrect deliveries or shortfalls in delivery). Provided that acceptance has been agreed, there is no obligation to examination. Moreover, it depends on to what extent an examination is feasible considering the circumstances of the individual case in accordance with correct business practice. If the service recipient discovers defects in the type, quality or condition/correct operation immediately on delivery, they are entitled to waive the signing of an acknowledgement of receipt or of a delivery note. The choice not to sign the acknowledgement of receipt or the delivery note by reason of defects discovered on delivery is deemed to be a notice of defects for immediate rectification. No invoice should be issued for such rejected products.

(5) The right to give notice of defects for defects, which become apparent or are discovered subsequently, remains unaffected, even after success acceptance. In all cases the complaint by the university (notification of defects) is deemed to be immediate and timely, if it is received by the supplier within 10 calendar days of the discovery of the defect by the university.

(6) The costs incurred for the purpose of examination and rectification of the defect by the supplier (including any dismantling and installation costs) shall be borne by them, even when it is found that there was no defect. The university's liability for compensation in the case of unjustified demands for rectification of defects remains unaffected; however, in this respect the university accepts liability only where the university detects or by virtue of gross negligence has not detected that there is no defect.

(7) If the supplier fails to fulfil their obligation to supplementary performance, at the university's discretion they are entitled to rectify the defect themselves by rectifying the defect (subsequent improvement) or by delivering an object free from defects (replacement) within a reasonable period set by the university and to demand from the supplier compensation for the expenditure thus incurred or an adequate advance payment.

If the supplementary performance by the supplier is without success or is unreasonable for the university (e.g. by reason of particular urgency, risk to operating safety or the threat of the occurrence of disproportionate loss), there is no requirement to set a deadline; the university shall notify the supplier of circumstances of this kind, where possible in advance.

(8) If the supplier fulfils their obligation to supplementary performance by replacement, the limitation period for the warranty for the goods delivered as replacements starts to run afresh on their delivery, unless the supplier has expressly and correctly reserved the right to undertake the replacement delivery only out of goodwill, to avoid disputes or in the interest of the continued existence of the supply relationship during the supplementary performance.

(9) Moreover, the university is entitled in the event of a defect of goods or title in accordance with the statutory provisions to a reduction in the purchase price or to withdraw from the contract. Furthermore, in accordance with the statutory provisions, the university has a claim to compensation in damages and reimbursement of expenses.

(10) If products provided, which bear the name of the university, are justifiably returned by the university or are not accepted by the university, the supplier must destroy these products and must not sell them on to third parties.

X. Product liability and duty to insure

(1) In the event that a claim is asserted against the university by virtue of product liability, the supplier is obliged to release the university from such claims, insofar as the loss has been caused by a defect in the goods supplied by the supplier. In the event of fault-based liability this shall apply however only if the fault lies with the supplier. Insofar as the cause of the loss lies in the supplier's sphere of responsibility, they must prove that they are not at fault.

(2) In conjunction with their duty to indemnify and hold harmless, the supplier accepts all the costs and expenses, which arise from or in relation to recourse made by a third party including product recalls undertaken by the university. The university shall notify the supplier of any product recall, shall give them adequate opportunity to participate and shall discuss efficient means of conducting the recall with them. This is not necessary insofar as the notification or participation of the supplier is not possible by reason of particular urgency.

(3) Otherwise the supplier is also liable for losses, which arise for the university by reason of commensurate precautionary measures to protect against a claim made arising from non-contractual liability, which can be attributed definitively to the supplier (e.g. public advertising campaigns).

(4) Further statutory claims remain unaffected.

(5) The supplier must maintain adequate product liability insurance at all times at their own expense. For order values of more than €10,000.00 net such insurance must provide a limit of liability for personal injury and damage to property in the amount of at least €5 million, maximised twofold. The supplier must provide evidence to the university of the conclusion and existence of product liability insurance on request.

XI. Limitation period

(1) Unless otherwise regulated in the following provisions under this point, the claims become subject to the statute of limitations in accordance with the statutory provisions.

(2) The limitation periods for sales law apply (within the legal scope) for all contractual claims for defects. Insofar as the university also has non-contractual claims for compensation in damages by virtue of a defect, the regular statutory limitation period (§§ 195 and 199 Civil Code) applies for this purpose, unless the application of the limitation periods under sales law results in an individual case in a longer period under the limitation period is over.

XII. Export control and customs

(1) The supplier is obligated to notify the university in written form about any authorisation requirements for its goods in accordance with any applicable German, European (EU) and US American export, customs and foreign trade legislation and in accordance with the export, customs and foreign trade legislation in the country of origin of its goods, as early as possible prior to the delivery deadline. For this purpose, they must provide the university with all the information and data, which the university needs in the case of import and export or in the case of re-export of the goods.

(2) If the supplier breaches their duties under Paragraph 1, they shall bear all the expenses and losses, together with other penalties (e.g. supplementary claims for foreign import duties, fines and punitive damages), which are incurred by the university by virtue of the breach. This shall not apply if the breach of duty is not attributable to the supplier.

XIII. Conformity with legal requirements, guarantee and warranty

(1) The supplier undertakes to comply with the provisions of the Minimum Wage Act.

(2) The supplier is obligated to comply with the recognised codes of engineering practice (in particular DIN standards, Association for Electrical, Electronic and Information Technologies (VDE) regulations, Association of German Engineers (VDI) guidelines and the statutory provisions on product safety (in particular the Product Safety Act), the internationally applicable minimum standards of employment law, in particular all the International Labour Organisation (ILO) conventions with respect to employees' rights, working hours and health and safety at work, as well as all statutory and governmental provisions in force at any given time.

(3) If hazardous substances within the meaning of the Ordinance on Hazardous Substances or products, in the use of which such substances may be released, are supplied, the supplier must provide the necessary data to the university or to the service provider commissioned by the university for the purpose of producing the safety data sheet.

(4) If the product supplied to the university is a construction product within the meaning of Regulation (EU) No 305/2011 (Construction Products Regulation), the supplier is obliged to provide the university with all of the information required to produce the Declarations of Performance or to provide the university with the Declarations of Performance without delay and appropriate durable form and to attach the CE label or to have it attached to the product in accordance with the legal provisions in force, in particular the Construction Products Regulation and Article 30 of Regulation (EC) No 765/2008. By attaching the CE label, the supplier guarantees that the product conforms to the performance declared by them and also complies with all the applicable legal provisions related to the CE-labelling of products.

(5) In the event that the supplier breaches one of the aforementioned obligations, the supplier shall release the university from all costs, claims from third parties (in particular from claims for direct or indirect compensation in damages) and from other penalties (e.g. fines and punitive damages) based on the breach of the this provision.

This shall not apply, if this breach of duty is not attributable to the supplier. Moreover, the university is entitled at any time to immediately cancel the relevant order and to refuse acceptance of the relevant delivery, without costs being incurred by the university. Any claims for compensation in damages remain unaffected by this. Cancellation or refusal to accept does not represent the waiving of claims for compensation in damages.

(6) If the supplier themselves or a manufacturer of any product grants a guarantee on this product, the supplier must hand over the guarantee documents in full (including where applicable the necessary distributor's certification on the supply or installation performed) to the university at the latest on delivery and if this is not clearly expressed in the documents, specify who the relevant guarantee claims relate to, irrespective of who takes delivery of a guarantee claim. Unless otherwise agreed, the supplier undertakes, insofar as they themselves are not the manufacturer of the product supplied (direct recourse), to accept guarantee claims from the university and to pass these on to the manufacturer without delay and also, at the university's request, to organise collection and safe transport for defective products to and from the manufacturer, unless an on-site service has been agreed for this purpose. If, during the processing of guarantee claims, packaging material is required, this must be provided by the supplier.

(7) If specified servicing work, inspections and/or regular technical servicing are prescribed by the manufacturer to provide corresponding warranty services, the supplier must also submit these requirements, with the guarantee documents, to the university. This also includes all the documents pursuant to Point IV (4), concerning work which the university is in a position to perform correctly directly or to have performed by a third party. If, in order to comply with the terms of the guarantee, the work must be performed solely by the manufacturer or the person performing the work is required to have a particular qualification, the supplier must give the university written notification of this at the time of handing over the guarantee documents.

If no notification is made, the university shall presume that if the relevant work is carried out correctly by the university itself or by a third party, this shall not interfere with any claims under the guarantee. The supplier is liable for any guarantee services, if the manufacturer fails to acknowledge such an obligation due to servicing work, inspections and/or regular technical servicing not being carried out or being defective and this is traced to the fact that the supplier has not provided the university with the necessary information of the type referred to above in good time.

(8) Unless otherwise agreed, the statutory regulations shall apply to the warranty.

(9) Provided that acceptance is agreed, the guarantee and warranty periods begin on acceptance. Otherwise, the periods begin on receipt of the goods or, for direct delivery by the supplier, upon signing the acknowledgement of receipt or the delivery note by the university.

XIV. Language

Communication shall be in German (unless otherwise agreed). All documents, such as references, certificates, drawings and initial sample audit reports must be provided in the German language at the latest upon request.

XVI. Applicable law, applicable provisions and court of jurisdiction

(1) The law of the Federal Republic of Germany with the exception of the international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods applies to these General Terms and Conditions of Purchase and all legal relations between the university and the supplier. Conditions and effects of the retention of title are subject to the law of the place, in which the goods are located, if under the provisions of that national law, the choice of German law would be inadmissible or invalid.

(2) The VOL/B regulations apply to supplies and services within the meaning of §1 of the Procurement and contract procedures for Supplies and Services (VOL/A) for construction services within the meaning of §1 of the Procurement and contract procedures for Construction Supplies and Services, the VOB/B and the VOB/C regulations; they are subordinate to the GCPD-G-U. Also subordinate to these are the statutory regulations of the Civil Code and the statutory provisions serving and underlying the object of the contract, the accident prevention regulations and the governmental provisions, together with standards, directives and binding manufacturers' specifications, which apply in the version valid at the time of providing the service.

(3) The sole and also international place of jurisdiction for all disputes arising from or in relation to the contractual relationship is Frankfurt am Main, Germany. The university is not prevented from bringing an action against the supplier in any other admissible court of jurisdiction.

XVII. Requirement for the written form

Unless otherwise agreed in these regulations, all declarations by the supplier and binding declarations by the university require the written form.

If written declarations are issued by fax, the print-out of a transmission report on a delivery free of faults shall be deemed as standard to be proof of receipt. If a written declaration is issued by email, an acknowledgement of receipt must be requested in the transmission process. An email shall be deemed to have been delivered as standard when the sender has received the requested acknowledgement from the recipient of the email. Should the receipt of a fax or an email be disputed in an individual case, both parties must immediately provide a copy or print-out of the confirmation of transmission or the confirmation of receipt as proof of delivery at the request of the counterparty. If receipt is nonetheless disputed, the statutory regulations shall apply with respect to proof of receipt.

XVIII. Severability clause

In order to be valid, amendments and additions to these GCPD-G-U, including this clause, require the written form. For its part, the written form can only be waived in writing.

If any provision of the GCPD-G-U is or becomes invalid, the remaining provisions of the GCPD-G-U shall remain unaffected by this. Invalid provisions shall be replaced by those provisions, which come closest in law to the meaning and purpose of the invalid provision.