

General Terms and Conditions of Contract

- 1.1. By accepting or executing the order, the following terms and conditions are approved with legally binding effect. Any deviating conditions of the contractor as well as collateral agreements shall not be valid unless expressly confirmed in writing by Universitätsmedizin Rostock, a semi-autonomous body corporate under public law with legal personality of the University of Rostock. Orders may not be subcontracted to third parties without Universitätsmedizin Rostock's prior consent.
- 1.2. The following items shall be an integral part of the contract, unless otherwise agreed upon in writing:
- a) the written order including enclosed documents, if any;
 - b) all obligations the contractor assumed in accordance with the offer;
 - c) the existing technical and factual regulations applicable to the relevant service or goods (specifications);
 - d) Ordinance PR no. 30/53 regarding prices for public contracts of 21 November 1953 (Federal Gazette 1953 No. 244); last amended by article 289 of the Ordinance of 25 November 2003 (Federal Law Gazette I page 2304);
 - e) these General Terms and Conditions of Contract;
 - f) the Special Terms and Conditions of Contract;
 - g) the General Terms and Conditions of Contract for the Execution of Services (except for construction services) (part B of the Official Contracting Terms for Award of Service Performance Contracts (VOL)) and/or the General Terms and Conditions of Contract for the Execution of Construction Services (part B of the German Construction Contract Procedures, VOB);
In case of any conflicts within the contract, the integral parts of the contract shall apply consecutively in the stated order.
 - h) within the scope of the German Construction Contract Procedures, VOB, the General Technical Terms of Contract for Construction Services (ATV) (part C of the German Construction Contract Procedures).
- Should the Special Terms and Conditions of Contract contain regulations which deviate from the General Terms and Conditions of Contract, the Special Terms and Conditions of Contract shall prevail.**
- 1.3. Orders shall not be binding for Universitätsmedizin Rostock unless placed in writing by authorised members of Universitätsmedizin Rostock. Oral or telephone agreements and/or collateral agreements shall only become legally binding if confirmed in writing.
- 1.4. The contractor shall be obliged to confirm the order to the customer. The customer shall be entitled to rescind the contract if such order confirmation is not received within 10 days (starting at the date as postmarked of the written order).
- 1.5. For orders exceeding EUR 25,000, the contractor shall be obliged to provide a written declaration confirming that the contractor fulfilled its statutory obligations to pay the taxes imposed by the tax office and the social insurance contributions. If such information proves to be untrue, the customer shall be entitled to rescind the contract and to refrain from placing further orders. Orders placed before the above-stipulated evidence is provided shall be provisionally invalid. The provisions contained in VgV (Ordinance on the German Public Procurement Contract Tender Award), VgG M-V (Law for Awarding Contracts of the German State of Mecklenburg-West Pomerania), VOL/A (part A of the Official Contracting Terms for Award of Service Performance Contracts (VOL)) and part A of the German Construction Contract Procedures, VOB), each as amended, shall apply.

- 2.1. Unless otherwise agreed upon in the order, fixed prices shall be deemed agreed upon, which cover the contractor's deliveries and services including freight, packaging and other charges free point of use including installation of deliveries, so that they are functional at the place determined by the customer.
- 2.2. To the extent Universitätsmedizin Rostock bears freight costs in deviation from 2.1 above, the contractor shall advance such costs and include them in the invoice. A copy of the bill of lading, of the postage receipt or the invoice of the carrier is to be included as evidence.
- 2.3. With the bid, the tenderer confirms that the offered prices were calculated subject to the applicable pricing regulations.
- 3.1. If the delivery and/or service is not rendered on the agreed date, Universitätsmedizin Rostock, unless it gave its consent to such delay, shall be entitled to demand damages for nonperformance or to rescind the contract without any obligation to set a grace period. Universitätsmedizin Rostock must be informed immediately if agreed delivery periods or promised delivery dates cannot be complied with.
- 3.2. Payments for partial deliveries made without Universitätsmedizin Rostock's consent shall become due after the delivery of the remainder of the goods.
- 4.1. Goods can be delivered from Monday through Thursday between 7:00 a.m. and 3:30 p.m. and on Fridays between 7:00 a.m. and 2:30 p.m. or upon special agreement.
- 4.2. Each shipment must contain a bill of delivery with information on the type and scope of the delivery as well as date and reference number of the Universitätsmedizin Rostock.
- 4.3. For express shipments, "deposited at rail station" must be stated in the express shipment certificate, otherwise, any additional costs shall be borne by the contractor.
- 5.1. Risk transfer shall be in accordance with section 446 of the German Civil Code and - within the scope of application of the VOB - in accordance with the regulations contained in the VOB (in particular part B, section 7, 2016 of the VOB).
- 5.2. Deliveries and services are generally accepted at the point of use.
- 5.3. The contractor shall be obliged to ensure suitable packaging of the goods and shall be liable for any damage resulting from any non-compliance with such obligation.
- 5.4. Delivered machines and equipment must comply with the regulations contained in the Equipment Safety Law and in the Accident Prevention Regulations, each as amended at the time of delivery.
- 6.1. Orders for work and services (e.g. repair, installation, etc.) without price agreement shall initially be deemed placed to the extent required for the determination of the costs incurring. The execution of the remainder of the order shall be subject to the presentation of a detailed offer containing information on the scope of performance, work, hourly rates, spare parts and consumables and to the written confirmation by Universitätsmedizin Rostock.
- 6.2. If work paid by the hour is required and this is not expressly stipulated in the order, such hours worked shall only be compensated if approved in advance and in writing by Universitätsmedizin Rostock.
- 6.3. When executing work paid by the hour, the contractor shall be obliged to present time sheets for hours worked and to have them confirmed by an authorised employee of Universitätsmedizin Rostock. Such confirmed time sheets are to be included in the invoice.

- 7.1. For each delivery or service, an invoice with items listed in the order of the order positions, indicating date, reference number, delivery address and time of performance is to be issued to Universitätsmedizin Rostock in duplicate. The duplicate must be marked as such.
- 7.2. Partial invoices (see no. 3.2) shall only be accepted if the interval between the partial deliveries exceeded 30 days. Partial invoices shall be numbered consecutively, starting with "I". The last invoice is to be marked as final invoice.
- 7.3. The contractor shall not be entitled to assign its claims to any third party without Universitätsmedizin Rostock's written consent.
- 7.4. Unless otherwise agreed upon, invoices shall be paid within one (1) month by bank transfer. The term of payment shall commence upon receipt of a verifiable invoice. In case of justified complaints regarding performance or invoices or if required documents are not enclosed, the term of payment shall only commence upon rectification of the defect or upon receipt of the corrected or amended invoice. Invoices shall be deemed paid when Universitätsmedizin Rostock instructed the bank to transfer the money.
- 7.5. All correspondence, order confirmations, advices of delivery, bills of lading, invoices, reminders, etc. must bear the reference number of Universitätsmedizin Rostock.
- 8.1. The division Central Purchasing & Logistics of Universitätsmedizin Rostock shall be exclusively authorised to provide binding information on these terms and conditions and to conclude deviating agreements.
- 8.2. Exclusive place of jurisdiction shall be Rostock.

Place, date, signature of the tenderer, stamp of the tenderer