

**Additional Terms and Conditions**  
**for the execution of services and products**  
**of the Bundesanstalt für Geowissenschaften und Rohstoffe (BGR), the Landesamt für Bergbau, Energie und Geologie (LBEG) and the Leibniz-Institut für Angewandte Geophysik (LIAG)**

**Preamble**

The Sections refer to the General Standard Terms and Conditions for the Execution of Work (VOL/B).

**1 Objects of the Agreement (Section 1)**

- 1.1 The general terms and conditions, delivery or payment conditions of the Contractor shall not be incorporated in the Agreement. Verbal agreements are only valid when confirmed in writing by the Client. Cash discounts can also be agreed verbally.
- 1.2 Should any of the provisions in the Agreement become invalid, this shall not affect the general validity of the Agreement.

**2 Price list**

- 2.1 The prices defined in this Agreement are subject to the provisions in the latest version of Ordinance PR no. 30/53 on prices for public sector orders as well as price auditing when deemed appropriate. The prices defined in this Agreement are valid as market prices in the sense of the aforementioned ordinance unless a different type of price is expressly referred to in the order.
- 2.2 When accepting an order, the Contractor is obliged to provide evidence to the responsible price authority upon request that the prices involved are market prices. If price auditing fails to establish a market price, the agreed price applies as a cost price in the sense of the relevant price ordinance. In this case, the Contractor is obliged to determine a fixed cost price, a guide cost price or a cost reimbursement price on the basis of the cost price and in collaboration with the price authorities in accordance with the LSP regulations for price determination, and to settle accordingly. When invoicing on the basis of cost prices, a maximum rate of 5 % of the net cost price is considered an appropriate level for the imputed profit. Interest charges on the necessary business-related capital shall not exceed 6.5 %.

**3 Changes in remuneration (Section 2 no. 3)**

If the Contractor claims a higher level of remuneration under Section 2 no. 3 VOL/B, the Contractor shall inform the Client immediately, as early as possible before carrying out the contracted work and as accurately as possible indicating the amount involved. The Contractor shall provide documentary evidence if requested of the higher or lower costs arising as a result of modifications to the work involved.

**4 Extra works and reduced works (Section 2)**

In the case of mass produced articles openly accessible on the market, for which unit prices have been agreed in the Agreement,

- the Contractor is obliged to provide extra work exceeding the fixed volumes specified in the Agreement by up to 10 % at the fixed unit prices specified in the Agreement
- reductions of up to 10 % from the amounts fixed in the Agreement shall not justify any claim to change the unit prices fixed in the Agreement.

New execution deadlines shall be agreed upon request.

**5 Packaging**

Packaging shall be made of environmentally-compatible materials which do not hinder recycling measures. Waste from packaging is to be avoided by ensuring that packaging:

1. is limited in terms of volume and weight to that necessary to protect the packaged articles
2. designed in such a way that it can be reused in so far as technically possible and reasonable, and remains in compliance with the regulations governing the packaged articles
3. can be recycled if reuse does not prove feasible.

The Contractor is obliged to accept the return of packaging after use unless expressly regulated otherwise in the scope of work, and to reuse the packaging or undertake material recycling independent of the public refuse collection system. The Contractor shall waive any demands for the appliances to be shipped in their original packaging in the event of warranty claims, etc.

The Contractor guarantees environmentally-compatible disposal. If the Client waives the right to return the packaging, said packaging becomes the property of the Client without any rights of remuneration – unless agreed otherwise. If deliveries are made in rented containers, the Contractor has no rights to special remuneration of the rental charges – unless agreed otherwise.

**6 Execution of the work (Section 4)**

- 6.1 The goods shall be supplied in accordance with the models offered and shall comply with recognised technical standards, and in particular, relevant legislation and stipulations laid down by the authorities, in addition to the technical specifications laid down in Appendix TS, VOL/A.

- 6.2 The Contractor shall make available to the Client the documentation (circuit diagrams, function descriptions, etc. in German language) necessary to check compliance with recognised technical standards, and the other circumstances detailed in Art. 6.1. If inspection reveals that Art. 6.1 has been ignored, the Contractor shall pay the costs of the inspection work and shall immediately undertake the necessary measures at its expense to ensure that the condition of the appliances and equipment complies with said stipulations. If the Contractor delays in remedying the shortcomings, the Client can remedy the shortcomings itself and demand reimbursement for the expenses involved. This shall not affect the legal warranty claims of the Client. The Client has the right to be given access to information confirming that the work is being executed in accordance with the Agreement. To uphold this right, the Client shall have access upon request to the execution documentation, be provided with the information required, and allowed access to the workplaces, workshops and store rooms involved.
- 6.3 Descriptions, drawings or samples forwarded to the Client remain the property of the Contractor. They shall be returned by the Client free of charge after the execution of the order.
- 6.4 Operating instructions, directions for use, and instructions for use and similar information, shall be provided alongside the work being provided without the need for any special agreement.
- 6.5 Provided that the contractor or his vicarious agent render services on the premises of the purchaser, they are subject to the provisions of the rules of the house of the purchaser.

## **7 Language**

All written statements by the Contractor shall be made in the German language. Statements by third parties in foreign languages (e.g. certificates, other documentation from authorities or private persons) shall be forwarded with a German translation. The translation of official certificates shall be authenticated by the consulate.

## **8 Subcontractors (Section 4 (4))**

- 8.1 The Contractor is only permitted to transfer work to subcontractors which fulfil the stipulated trade and crafts regulations for the execution of the order to be assigned. The Contractor is obliged to involve medium-sized and small enterprises as subcontractors in ways which are compatible with the proper execution of the work in accordance with the contract.

When asked to submit an offer, subcontractors shall be informed that the order involves a public sector organisation. They are subject to the ordinance described in Art. 2.1

The Contractor shall assign orders to subcontractors on the basis of Sections §§ 2, 7, 8, 9 sowie 15 und 16 VOL/A, and shall make VOL/B an integral part of the agreement. Subcontractors shall not be tied to less favourable conditions than agreed between the Client and the Contractor – particularly with respect to means of payment, warranties and contractual penalties.

- 8.2 The Contractor shall announce in writing the nature and scope of the work, as well as the name, address and trade association (including membership number) of the intended subcontractor prior to executing the planned transfer. If the Contractor plans to subcontract work which could be carried out at its own premises, the Contractor shall apply for prior written authorisation in accordance with Section 4 no. 4 VOL/B.

## **9 Acceptance (Section 13)**

- 9.1 The place of work and fulfilment is the registered office of the recipient organisation (receiving office).
- 9.2 The delivery items shall be delivered to the place of use at the risk of the Contractor – unless agreed otherwise. Delivery dates shall be agreed an adequate time in advance with the Client.
- 9.3 Instalments are only permissible with the agreement of the Client.
- 9.4 The risk of accidental destruction and accidental deterioration shall only be transferred to the Client when the designated officer at the receiving office accepted the work of the Contractor, or when acceptance is neither legally required nor contractually agreed and the delivery from the Contractor has been received.

## **10 Withdrawal of the order – termination or rescission (Sections 7, 8)**

- 10.1 The Client has the right to cancel the Agreement or to withdraw from the Agreement when the Contractor offers, promises or grants rewards to persons involved on behalf of the Client with the preparation, conclusion or implementation of the Agreement or to persons with whom they are in close contact (Sections 331 ff StGB). Actions of this kind by the Contractor itself are analogous with the actions of persons involved on behalf of the Contractor in the preparation, conclusion or implementation of the Agreement.
- 10.2 The Client has the right to cancel the Agreement or withdraw from the Agreement when the Contractor has been proven to have reached an agreement which represents an illegal restrictive practice with respect to the awarding of the contract.

Illegal restrictive practices involve in particular anti-competitive practices and agreements with other bidders concerning the:

- submission or non-submission of offers,
- the prices requested,
- linkage to other payments,
- profit surcharges,

- processing margins and other pricing factors,
  - payment, delivery and other conditions having a direct effect on prices,
  - payment of indemnity payments or compensation payments,
  - profit sharing or other payments or recommendations unless permissible in accordance with Section 38 Para. 2 of the Law on Restrictive Practices (GWB). Actions of this kind by the Contractor itself are analogous to the actions of persons acting on behalf of the Contractor or working for the Contractor.
- 10.3 The Client has the right to cancel the Agreement or withdraw from the Agreement when the Contractor has been found guilty of:
- criminal and non-criminal offences related to illegal employment, unrecorded employment and violations of statutory minimum wages,
  - tax evasion,
  - other business-related criminal offences such as fraud, breach of public trust, and the forgery of documents.
- 10.4 If the Client withdraws from the Agreement in accordance with Arts. 10.1, 10.2 or 10.3, statutory provisions shall apply. If the Agreement is terminated the work carried out up to that time in so far as it is of use to the Client, shall be remunerated in accordance with the contractual prices or the ratio of the executed portion to the overall contractual work based on the contractual prices; unutilisable work shall be returned to the Contractor at its expense.
- 11 Warranty and barring by limitation (Section 14)**
- 11.1 The limitation period for claims with respect to defects is two years.
- 11.2 The limitation period of warranty claims starts with the unobjected acceptance of the work or the unobjected receipt of the work when acceptance is neither required by law nor contractually agreed.
- 11.3 The costs borne by the Contractor for the remedying of defects encompass all of the associated expenses, and in particular, the expenses for packaging, freight, removal and delivery, work involved in dismantling and installation, travelling expenses and work carried out by the Client to remedy the defects.
- 12 Billing (Section 15)**
- 12.1 Bills shall be addressed to the office scheduled in the contract.
- 12.2 Partial invoices related to delivery by instalments must clearly show the volumes already supplied and the remaining volumes still to be supplied. The last partial invoice should be clearly marked as such and also be labelled as the final invoice.
- 12.3 The right to payment of a bill shall only be valid when it is accompanied by auditable documentation on the delivery/work at the recipient location; this usually involves signed delivery documentation or confirmation that the work has been executed.
- 13 Payment, assignment (Section 17)**
- 13.1 Payment of the billed amount takes place after fulfilment of the work and – in so far as nothing has been agreed otherwise – as deemed fit by the Client either 14 days after deduction of any agreed discount, or within 30 days without deductions. It can also be made earlier in accordance with the agreed conditions of payment.
- 13.2 The payment and discount deadlines begin with the receipt of the auditable invoice by the designated recipient office, and at the earliest at the time of transfer of the risks in accordance with Art. 9.4 of this Agreement.
- 13.3 Payment is considered to have been expedited
- upon the transfer or transmission of legal tender on the day of transfer or delivery,
  - with respect to transfers or payments from one of the Client's accounts: on the day the transfer instruction is received by the Client's financial institute.
- 13.4 Assignment of the Contractor's claims shall only be legally valid with the prior agreement of the Client.
- 14 Changes to the Agreement**
- Changes to the Agreement must be made in writing.
- 15 Applicable law**
- The law of the Federal Republic of Germany applies exclusively, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).