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## **Purchasing and payment conditions (PPC) of the Georg-August-Universität Göttingen (Universitätsmedizin Göttingen, UMG) [University Medical Center Göttingen] and the Georg-August-Universität Göttingen, foundation under public law**

### **I. Fundamental Conditions**

These purchasing and payment conditions (PPC) apply to all transactions with suppliers or other contractors (hereinafter jointly referred to as “Supplier”), even if they are not mentioned in later contracts. Deviating regulations and conditions of business – unless expressly stipulated in the order in writing – do not apply.

### **II. Order**

1. An order is considered to have been placed when it has been drafted by us in writing and signed or printed and has been received by the Supplier. Orders placed verbally or by telephone are only binding for us if we have confirmed them by subsequently sending a written order. Drawings including tolerances provided by us in individual cases are binding. With his acceptance of the order the Supplier acknowledges that he has informed himself regarding the execution and the scope of the service by viewing the existing plans. We are not liable for obvious errors, clerical mistakes and miscalculations in the documentation, drawings and plans submitted by us. The Supplier is obligated to inform us of such errors, so that our order can be corrected and reissued. This also applies if documentation or drawings are missing or incomplete.
2. The acceptance of orders must be confirmed within two weeks of the order being placed by providing us either with a signed copy of the order or an order confirmation (in writing or electronically), otherwise we are entitled to revoke the order within three weeks.
3. Deviations in quantity, quality and type from what was stipulated in the text and content of our order and later changes to the contract are only considered to have been agreed if they have been expressly confirmed by us in writing.
4. Drawings, tools, samples, models, brands and presentations or similar as well as finished products and semi-finished products provided by us or manufactured on our order remain our property and may only be passed on to third parties with our express written permission. Unless agreed otherwise in individual cases, these are to be returned to us immediately on completion of the order and without requiring special prompting. Products manufactured or labelled with such tools, brands or presentations may only be passed on to third parties with our express written permission.

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### **III. Delivery Dates**

1. The agreed delivery deadlines and dates are binding. The deadline starts on the day the order is placed. The goods must be received at the reception point indicated by us on a working day during the specific working hours of the respective areas within the delivery deadline or by the delivery date. If delays are to be expected the Supplier must inform us immediately and obtain our decision on whether to uphold the contract.
2. If the Supplier is in default, we are entitled to demand a contractual penalty of 0.5% of the net order value per week or part thereof, at most 5% of the net order value of the delivery, and/or to withdraw from the contract. The contractual penalty paid is offset against any claims for damages, where applicable.
3. We are not obligated to accept the delivery before the delivery date has passed.

### **IV. Delivery / Packaging**

1. Delivery is at the Supplier's cost, free of charge to the reception point indicated by us. Where we have to pay the delivery charges in exceptional circumstances, the Supplier must select the transport type prescribed by us where applicable; otherwise he must select the transport and delivery type that is the most cost-effective for us.
2. The delivery of the ordered articles is to be agreed in good time with the reception point if particular provisions have to be put in place for the delivery.
3. Partial deliveries are only permitted with our express agreement.
4. The risk only passes to us on acceptance by our reception point.
5. Packaging is included in the price. Where agreed otherwise in exceptional circumstances, packaging must be priced at cost. The Supplier must select the packaging prescribed by us and ensure that the packaging protects the goods from being damaged. On return at least two thirds of the amount charged are to be credited.

### **V. Documentation**

1. Invoices, delivery notes and packing slips are to be created in duplicate. These documents must contain:
  - Order number,
  - amount and unit,
  - gross, net and, where applicable, chargeable weight,
  - article description with our article number,
  - remaining amount in the case of partial deliveries.

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2. Delivery notes and packing slips are to be included with every delivery.
  3. In the case of freight deliveries we are to be provided with a separate dispatch notification on the day of dispatch.

#### **VI. Prices / Price Review**

1. Unless expressly agreed otherwise, the agreed prices are fixed prices, unless the Supplier has not generally lowered his prices in question.
2. The Supplier will not grant us prices and conditions less favourable than those granted to other clients, if and insofar they offer him the same or similar conditions in concrete cases.
3. In accordance with the pricing regulation (PR no. 30/53) all directly awarded public orders, including expert and consultant contracts (excluding construction work), are subject to an assessment, in this case with the purpose of monitoring and complying with the stipulations of the pricing regulation, by the price administration bodies of the Federal States. Where applicable, it is assessed whether the prices demanded by the Suppliers correspond with the regulations of public price law and are not excessive. Contraventions against the price regulations may result in the price agreement becoming ineffective. The ineffective price is then replaced by the price permitted in accordance with price law.

#### **VII. Invoice / Payment**

1. Invoices are to be issued in accordance with §14 section 4 Umsatzsteuergesetz [German Turnover Tax Act] and are to be issued separately for each order. The following specifications apply to the invoice addresses.

##### **For invoices to Göttingen university:**

Georg-August-Universität Göttingen  
institute, department, facility etc.  
title, name, supplement  
street and house number  
post code Briefpost Göttingen

##### **For invoices to Universitätsmedizin Göttingen:**

Georg-August-Universität Göttingen  
Universitätsmedizin  
Zentrale Poststelle  
37099 Göttingen

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Side agreements regarding special invoicing addresses, e.g. with central purchasing of the Medical Center, take precedence over the general addresses above.

2. Payment will only be made once the flawless goods have been received in full and/or on complete, flawless performance and on receipt of the invoice. In the case of partial deliveries this applies correspondingly. Delays resulting from incorrect or incomplete invoices do not affect any discount deadlines.

If a discount is granted payment will be made:

- up to 20 days minus 3% discount
- or up to 30 days net.

3. Part payments or prepayments are only made following express written agreement.

4. Claims by the Supplier against us may only be assigned to a third party with our agreement. Payments are only made to the Supplier.

### **VIII. Guarantee / Complaints**

1. The Supplier guarantees that the goods including presentation and labelling correspond with our stipulations. Our order is executed expertly in accordance with the current state of technology. This also includes that the appliances and equipment to be supplied correspond with the recognised rules of technology as well as applicable laws.

Should it become evident during inspection that the recognised rules of technology were not complied with, the Supplier must accept the costs for the inspection. The documentation required for the inspection (circuit diagram, description of functions etc.) is to be supplied.

2. Where faulty goods have been supplied, the Supplier is given the opportunity for reworking or supply of a replacement. If the Supplier is unable to implement this or if he fails to comply immediately on request and a deadline being set, we are entitled to withdraw from the contract, to return the goods at the Supplier's risk and to obtain our supplies from elsewhere.

After two unsuccessful attempts the reworking is considered to have failed. In urgent cases and following notification of the Supplier we are entitled to undertake reworking ourselves or to appoint a third party for this task. The resulting costs are borne by the Supplier.

3. Unless regulated otherwise above, the guarantee is in line with the statutory regulations.

### **IX. Manufacturer's Liability**

The Supplier releases us from the manufacturer's liability resulting from defects affecting the goods that are the Supplier's fault to the same extent to which he would be immediately liable.

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## **X. Property Rights**

The Supplier is liable for ensuring that his delivery and its application by us does not result in the infringement of patents or other property rights of third parties. He releases us and our customers from all claims arising from the use of such property rights. This does not apply if the Supplier has produced the goods supplied in accordance with drawings, models or equivalent descriptions or instructions supplied by us and does not know or cannot know in connection with the products manufactured by him that this results in the infringement of property rights.

## **XI. Force Majeure**

War, civil war, export restrictions and/or trade restrictions resulting from a change of political conditions as well as strikes, lockout, interruptions of operations, limitations of operations or similar events resulting in making it impossible or unreasonable for us to fulfil the contract are considered force majeure and release us for their duration from the obligation of timely acceptance. The contractual partners are obligated to inform each other of this and to adjust their obligations to the changed conditions in good faith.

## **XII. Custody / Property**

Material provided for the order remains our property. As such it is to be stored separately and may only be used for our orders. The Supplier is liable for reduction of value or loss even if these are not his fault. The items produced on our order with the material provided by us remain our property at all stages of production. The Supplier stores these items for us; the purchase price includes the costs for the custody of the items and materials stored for us.

## **XIII. Trade Secrets**

The Supplier is obligated to treat our orders and all associated business and technical details as trade secrets.

## **XIV. Reservation of the Right to Rescind**

If the Supplier's financial situation deteriorates, if the Supplier is at risk of insolvency or if he has issued a statutory declaration of assets in line with the German code of civil procedure resulting in our claim for performance being at risk, we can withdraw from the contract without setting a deadline. The same applies if the claim for performance is seized by way of arrest seizure or attachment and transfer order or is transferred for seizure or if the claim for performance is at considerable risk from other enforcement attempts.

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**XV. General Conditions**

1. For orders above a value of 2,500 Euro we reserve the right to request clearance certificates from the Supplier issued by the responsible tax office as well as the health insurance provider. The certificates must be no older than six months.
2. Should a regulation be invalid or become invalid, the remaining regulations shall remain valid.
3. The place of fulfilment is Göttingen. This may deviate for the delivery.
4. In the case of Suppliers who are business people, legal entities under public law or special funds under public law the place of jurisdiction is Göttingen, unless prescribed differently by law.
5. All contracts with the Supplier are subject to German law under exclusion of the regulations of international private law and the UN Convention on Contracts for the International Sale of Goods.

**Georg-August-Universität Göttingen**

**Universitätsmedizin Göttingen**

***foundation under public law***

**- Göttingen, 1<sup>st</sup> of August 2013 -**