

additional and special contract terms

Additional contract terms (ZVB) [Wirt-215, Aug 2024]

1. General

- (1) The following contractual terms and conditions as well as the "General Terms and Conditions for the Execution of Services" (VOL/B) shall apply to deliveries and services.
- (2) Delivery, payment and business terms and conditions of the contractor or the contractor shall only become part of the contract if they have been expressly agreed.

2. Prices

The agreed prices are market prices within the meaning of Regulation PR 30/53 on Prices in Public Contracts of November 21, 1953 (BANz. 1953 No. 244) as amended. They are subject in their formation to the Price Regulation and to price verification by the authorities responsible for price formation and price monitoring on the basis of the Price Regulation.

3. Delivery

The Contractor shall deliver free of charge at the agreed time to the place of acceptance designated by the Customer.

4. Discount

- (1) A cash discount of 2% of the invoice amount shall be deducted for payment within 14 days of receipt of an auditable invoice. Sentence 1 shall not apply to services for which the granting of a cash discount is excluded due to statutory provisions, in particular for price-linked publishing products.
- (2) Cash discount shall be deducted from all payments (including payments according to payment schedule, advance, discount, final and partial final payments).
- (3) Paragraphs 1 and 2 shall not apply if otherwise agreed in accordance with No. 17.

5. Written form

Any change, amendment or deviation of the contract requires at least the text form according to § 126b BGB.

Special terms and conditions of contract (BVB)

The following special terms of contract are supplements for the requirements of the individual case. They refer only to the supplies and services which are the subject of this contract award.

Changes or markings may not be made by the bidder. **Also the ticking of the boxes is only done by the client.**

6. Communication

Unless otherwise agreed, communication between the Client and the Contractor shall be in German.

7. Price escalation clause

Notwithstanding No. 2 ZVB, the price escalation clauses specified below shall apply:

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8. Execution deadlines

The following deadlines and individual deadlines shall apply to the execution of the deliveries/ services:

see award documents

9. Subcontracts

Supplementary to § 4 No. 4 VOL/B it is agreed:

- ☒ The Contractor shall inform the Client of the names, contact details and legal representatives of its subcontractors no later than at the beginning of the execution of the order.
- ☐ The Contractor shall inform the Customer of the names, contact details and legal representatives of the suppliers involved in service contracts no later than at the beginning of the performance of the contract.
- ☒ The Contractor and the subcontractor shall be jointly liable for the execution of the order with regard to economic and financial performance in accordance with the scope of the suitability loan. The Contractor shall conclude a corresponding agreement with the respective subcontractors.
- ☒ This applies to all services.

This applies to the following partial services:

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☒ The contract shall be executed by the contractor or - in the case of a bidding consortium - by a member of the bidding consortium.

☒ This applies to all services.

☐ This applies to the following partial services:

10. Contractual penalties

In accordance with § 11 VOL/B, the following contractual penalty is agreed:

In the event that the deadlines specified under 8. are exceeded, the Contractor shall pay the following as a contractual penalty for a delay for which it is responsible

☐ for each completed day %

☒ for each completed week %

of that part of the performance which cannot be used. The upper limit of the contractual penalty incurred due to delay shall be % of the remuneration payable to the Contractor (excluding VAT).

11. Quality control

In accordance with § 12 VOL/B it is agreed on the quality inspection:

12. Collection point

13. Acceptance

The following special regulation applies to the acceptance of the delivery/service:

The acceptance is carried out by the responsible employees of the TU Berlin.
Acceptance criteria are the complete fulfillment of the service description.

14. Limitation period for the claims for defects

Notwithstanding Section 14 No. 3 VOL/B, the limitation period for claims based on defects shall be year(s) after acceptance.

15. Payments

(1) Advance payments shall be made according to the following payment schedule:

Advance payments shall be credited against progress payments due as follows:

(2) Progress payments

☐ are provided.

☒ are provided under the following conditions:

in accordance with the Service Description OV-161-26

☐ are not provided.

16. Invoices

☒ The Contractor shall submit invoices in -2- copies, partial invoices for advance payments (No. 14 Par. 1) and for partial payments (No. 14 Par. 2) in -2- copies.

☒ Each invoice, final invoice or partial final invoice shall be accompanied by the Contractor's original calculations and drawings of measurements, time sheets, delivery bills, weight tickets, invoices from third parties and other documents required by the Client for verification and determination.

☐ The following applies to the transmission of electronic invoices: Invoices must be sent electronically in XRechnung format using the routing ID 11- (10 digits) via the federal government's online access law-compliant invoice receipt platform (OZG-RE) using the transmission channels offered.

17. Cash discounts

☐ No cash discount is agreed.

☐ Notwithstanding No. 5 ZVB, the following cash discount agreement is made:

☐ The cash discount amounts to v.H.

☐ The discount period shall commence in deviation from No. 5 ZVB

☐ for payments according to the payment plan and advance payments as of the due date,

☐ for payments on account on the day of receipt of verifiable statements of the partial delivery or partial performance in accordance with the contract.

☐ No. 5 ZVB shall apply unchanged to final payments, and to partial final payments with the proviso that the discount period shall not commence before delivery or performance of the self-contained part of the order in accordance with the contract.

18. Security deposit

Notwithstanding Section 18 VOL/B, the Contractor shall provide the following security(s):

19. Supplement to the Special Terms of Contract

In addition, all other contractual terms and conditions shall apply in addition in accordance with the award documents and:

20. Other conditions