

General Terms and Conditions of the Federal Police

1. Scope

- (1) These General Terms and Conditions (T&Cs) apply to the purchase, work, and service agreements of the Federal Police. These T&Cs apply accordingly to rental and leasing agreements.
- (2) The components of the contract include:
 - a. The contract
 - b. Performance description
 - c. Special conditions of application
 - d. General conditions of application
 - e. These T&Cs
 - f. Any general, technical terms of contract
 - g. General terms of contract for the provision of services (General Conditions for the Provision of Services (VOL/B) – as amended)
 - h. The Contractor's offer
- (3) The order of priority stipulated in (2) applies in the event of any inconsistencies.
- (4) Performance parameters for approved samples are an appropriation of the performance description.
- (5) The Contractor's General Terms and Conditions shall not form part of the contract.

2. Client

- (1) The Client is the Federal Republic of Germany, represented by the Federal Ministry of the Interior, which is represented by the Federal Police, which is represented by the President of the Federal Police Headquarters.
- (2) The President of the Federal Police Headquarters may be represented by the head of an office subordinate to the Headquarters.

3. Subcontractors

The Contractor shall notify the Client of any subcontractors it uses within the scope of the contractual relationship at least in writing before the order is executed. The notification shall include the name, contact details and legal representatives of the subcontractors used. The Client must consent to any changes in subcontractors, and the Contractor must notify the Client of this in advance, at least in writing. Otherwise, section 4 (4) VOL/B applies.

4. Place of performance

The place of performance is determined by the Client. If no place of performance is specified, the place of performance shall be the Client's office.

5. Time of performance

- (1) The service must be provided on the date agreed in the contract. If no date has been agreed, the service must be provided no later than 14 days after the conclusion of the contract.
- (2) Goods deliveries by heavy goods vehicles must be made between Monday and Thursday from 8:00 am to 4:00 pm and Friday from 8:00 am to 2:00 pm, unless otherwise agreed.

6. Delays / Compensation for damages

- (1) If the Contractor fails to meet the performance deadline or partial acceptance dates, they shall default without notice. In the event of a delay, the Client may claim damages for the delay.
- (2) Instead of damages in lieu of performance, the Client may demand compensation for futile expenses within the meaning of section 284 of the German Civil Code (BGB). It is not necessary to set a time limit in cases specified by law in accordance with sections 281 (2) and 323 (2) of the German Civil Code (BGB).

7. Transport/Distribution

- (1) If the service involves delivering goods, the Contractor shall ensure safe transport using suitable packaging and means of transport, depending on the requirements of the goods.
- (2) The Contractor must comply with all applicable legal safety regulations (labelling etc.) at the time of transport.
- (3) Unless otherwise agreed, the Contractor shall bear the costs of packaging and transport. The Contractor is obliged to take back packaging free of charge from the recipient of the service upon delivery.

8. Infringement of third-party industrial property rights

- (1) The Contractor is obliged to check whether their performance infringes industrial property rights. The testing requirement also includes specifications from the performance description and specifications in other parts of the contract as defined in clause 1 (2).
- (2) The Contractor shall inform the Client without delay if it becomes apparent that it is not possible to perform the contractually owed service without infringing third-party industrial property rights.
- (3) The Contractor shall indemnify the Client against third-party claims arising from any culpable infringement of industrial property rights and shall bear the costs incurred by the Client in this context.

9. Quality Control

- (1) The client has the right to inspect the service for its contractually agreed quality and characteristics using one of its authorised representatives (Quality Control).
- (2) Quality control may be carried out at the place at which the goods to be delivered are produced.
- (3) The Client shall liaise with the Contractor in good time regarding the time and place of the quality control.
- (4) The result of the quality control process shall be documented in writing by the Client's authorised representative.
- (5) Quality control does not release the Contractor from its obligation to inspect the object of performance for its contractual quality and compliance with technical and other generally applicable minimum requirements before the handover.
- (6) Quality control does not replace acceptance.

10. Handover

- (1) The handover of the object of performance takes place at the place of performance in accordance with clause 4 of these T&Cs.
- (2) If, by way of exception, cost prices are agreed in accordance with section 5 VO PR No. 30/53, the guidelines for pricing based on cost prices (Annex to VO PR No. 30/53) shall apply.

11. Prices

- (1) The contracting parties shall agree on market prices in accordance with section 4 of the Regulation on Prices for Public Contracts (VO PR No. 30/53) as amended. The other provisions of Regulation PR No. 30/53 shall also applied when pricing.
- (2) If, by way of exception, cost prices are agreed in accordance with section 5 VO PR No. 30/53, the guidelines for pricing based on cost prices (Annex to VO PR No. 30/53) shall apply.

12. Discounts

- (1) The Contractor may grant the Client cash discounts. Unless otherwise agreed, the discount period is 15 days.
- (2) The discount period shall commence once the invoice has been submitted and the contract properly fulfilled by the Contractor. The discount period shall be suspended for this period in the event of justified objections and defences.

13. Payment

- (1) Payments shall be made within 30 days once the service has been completely rendered in accordance with the contract and a verifiable invoice to be paid into a bank account specified by the Contractor has been sent to the Federal Police office responsible for processing the invoice (section 15 VOL/B remains unaffected). If the Contractor provides details for several accounts, the Client is permitted to make payments into any of these accounts with a debt-discharging effect.
- (2) The time at which the transfer order is received by the Client's payment institution determines whether the payment is considered timely.
- (3) The service may be rendered in parts provided that the Client consents to this. The Contractor is not entitled to partial performance.
- (4) The invoice must be submitted electronically using the following platform <https://xrechnung.bund.de> (e-invoices) in accordance with the provisions of the Regulation on Electronic Invoicing (ERechV). Generally speaking, it is no longer possible to submit invoices in writing or in PDF form. Section 15 VOL/B remains unaffected.
- (5) By way of derogation from section 286 (3) of the German Civil Code (BGB), invoices that are not sent to the Client electronically shall not constitute a delay.

14. Early termination of the contract

- (1) The Client may withdraw from the contract or terminate the contract with immediate effect, especially if
 - a. There are grounds for exclusion in accordance with sections 123 and 124 of the Competition Act (GWB),
 - b. An undue advantage is granted (section 333 of the criminal code (StGB)), bribery is committed (section 334 StGB) and incorrect information on expertise, productivity or reliability is deliberately given,
 - c. The Contractor fails to present a pre-series sample even after the deadline has been set
 - d. A pre-series sample deviates so much from the contractually agreed quality that further samples fail to convince the Client that services will be rendered in accordance with the contract,
 - e. The Contractor's assets have become subject to insolvency proceedings, insolvency proceedings have been applied for or such an application has been rejected due to a lack of assets
 - f. Or the performance of the contract is jeopardised by the fact that the Contractor fails to withhold payment for an extended period.
- (2) The right to extraordinary termination in accordance with sections 314 and 626 of the German Civil Code (BGB) remains unaffected.
- (3) If the contract is terminated, the previous service shall be billed pro rata on the basis of the contract prices provided that the Client makes use of it. A non-usable service shall be returned to the Contractor at their own expense.
- (4) If the Client decides to withdraw from the entire contract, the services already rendered shall be returned by the contracting parties.

15. Stipulation requiring the written form

- (1) Contracts must be concluded in writing in accordance with section 126 of the German Civil Code (BGB) or in electronic form in accordance with section 126a BGB in order to be valid.
- (2) Amendments and supplements to the contract must, by way of derogation from (1), be made in writing in accordance with section 126b of the German Civil Code (BGB).
- (3) Verbal collateral agreements shall only become effective after they have been approved in writing.

16. Severability

If any provision of these T&Cs is deemed invalid, the validity of the remaining provisions shall remain unaffected.

17. Anwendbares Recht und Gerichtsstand

- (1) The applicable law is the law of the Federal Republic of Germany.
- (2) The place of jurisdiction shall be the seat of the court with subject-matter jurisdiction in whose district the Client's office is located.