



**HELMHOLTZ ZENTRUM  
DRESDEN ROSSENDORF**

**General Terms and Conditions (GTC) of Purchase  
of  
Helmholtz-Zentrum Dresden - Rossendorf e. V. (HZDR)**

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## 1. General

- 1.1. With its registered office in D-01328, Germany, these **Helmholtz-Zentrum Dresden - Rossendorf e.V.** (hereinafter referred to as "**HZDR**") general terms and conditions of purchase (GTC) form part of the contracts for deliveries and services between the HZDR (hereinafter referred to as "**customer**") and goods suppliers or service providers (hereinafter referred to as "**supplier**"). These GTC of purchase shall also apply to all future contracts with the supplier if accepted.
- 1.2. The supplier's GTC shall only apply if the customer expressly agrees to their inclusion. The consent of the customer have to be made in writing. An implied consent of the customer shall be excluded. The mere reference of the supplier to the application of their GTC or the reference to such, in no case represents an agreement of the customer with the application of the supplier's GTC. Also the unconditional acceptance of the supplier's delivery/performance by the customer in knowledge of conflicting and/or the supplier's GTC deviating from these GTC of purchase will in no case lead to the applicability of the supplier's GTC.
- 1.3. The supplier may not be entitled to legal representation of the customer, unless otherwise expressly agreed.
- 1.4. The customer expressly informs the supplier of his capacity as contracting authority within the meaning of article 99, paragraph 2a, GWB (Restriction of Competition Act).
- 1.5. In addition to the customer's GTC of purchase shall apply:
  - the "**General Terms of Contract for the Execution of Services (VOL/B (Procurement and Contract Procedures for Supplies and Services/Part B))**", as amended;
  - for IT-Services the "**Supplementary Terms of Contract for IT Services (EVB-IT, Services Terms and Conditions)**", as amended;
  - for IT-Creation or adaptation of software the "**Supplementary Terms of Contract for the Creation or Adaptation of Software (EVB-IT Creation Terms and Conditions)**", as amended;
  - for IT-Maintenance of hardware the "**Supplementary Terms of Contract for the Maintenance of Hardware (EVB-IT Maintenance Terms and Conditions)**", as amended;
  - for IT-Purchase of hardware the "**Supplementary Terms of Contract for the Purchase of Hardware (EVB-IT Purchase Terms and Conditions)**", as amended;
  - for IT-Maintenance of standard software the "**Supplementary Terms of Contract for the Maintenance of Standard Software (EVB-IT Maintenance S - Terms and Conditions)**", as amended;
  - for IT-Service the "**Supplementary Terms of Contract for IT Service (EVB-IT, Service Terms and Conditions)**", as amended;
  - for IT-Creation of an entire system the "**Supplementary Terms of Contract for the Creation of an Entire System (EVB-IT System Terms and Conditions)**", as amended;
  - for IT-Delivery of an IT system the "**Supplementary Terms of Contract for the Creation of an IT System (EVB-IT System Delivery Terms and Conditions)**", as amended;
  - for IT-Transfer of standard software against a single payment the "**Supplementary Terms of Contract for the Transfer of Standard Software against a Single Payment (EVB-IT Transfer Terms and Conditions (Type A))**", as amended;
  - for IT-Transfer of standard software (for a limited period of time) the "**Supplementary Terms of Contract for the Transfer of Standard Software for a Limited Period of Time (EVB-IT Transfer Terms and Conditions (Type B))**", as amended;

## 2. Quotations

- 2.1. Quotations of the supplier shall principally be free of charge and not create any obligations for the customer.
- 2.2. The supplier shall explicitly provide information of possible deviations from the customer's inquiry in his quotation and offer additional alternatives that are technically and/or economically more favorable compared to the inquiry.

## 3. Date of Delivery, Changes of Deliveries/Services

- 3.1. The agreed dates for deliveries and services shall be observed by the supplier. In the case of deliveries of goods, the delivery of the defect-free goods to the customer shall prevail for compliance with the delivery date and with the necessary shipping documents, during normal business hours, at the place named in the order of the customer (hereinafter "destination"). As far as a delivery with service/assembly is agreed upon, the handing over of the defect-free goods after proper execution of the service/installation shall prevail for compliance with the delivery date. If acceptance is contracted and/or provided for by law, the time of acceptance shall be decisive. In any case, premature deliveries/services and/or partial deliveries/services require the customer's prior written consent.
- 3.2. The supplier shall inform the customer without any delay as soon as it is notified that the supplier may be unable to fulfill all or part of his contractual obligations or in due time, stating the reasons and the expected duration of the delay. The supplier shall notify the customer at least in writing.
- 3.3. An unconditional acceptance of delayed deliveries/services and/or partial deliveries/services shall not constitute a waiver by the customer regarding rights or claims due to late deliveries/services and/or partial deliveries/services.
- 3.4. Changes to the service and/or delivery item require the customer's prior written approval.
- 3.5. It is the supplier's responsibility to request the documents and/or other agreed acts of cooperation for the contract execution to be provided by the customer in due time.

## 4. Subcontracting

The supplier shall notify the customer in writing of intended engagement of third parties for fulfilling the contract (in particular subcontractors of any type/at any level of participation) or their replacement and obtain written approval from the customer prior to their engagement/ replacement. In case the supplier shall intend to employ third parties for the fulfillment of the contract from the outset, it is an obligation to inform the customer of this fact already in the quotation.

## 5. Delivery, Shipping, Packing, Transfer of Risk, Transfer of Ownership

- 5.1. Unless otherwise agreed, the delivery of goods shall be made "DAP (Incoterms 2020)." The delivery note in duplicate, packing slip, cleaning certificate, test certificate according to the agreed specifications as well as any required documents according to the order must be attached to every consignment. If known, the order number, the gross and net weight, the number of packages and type of packaging (disposable/reusable), date of completion, destination (place of unloading), consignee, and in case of projects, the project number/designation as well as the location for installation shall be listed completely on the contractual shipping documents, and for packaged goods on the outer packaging,
- 5.2. In case of deliveries from third countries (imports), the supplier shall be obliged to inform the customer immediately and comprehensively about the forthcoming shipment (inter alia, the day of shipment, carrier) and to note the same in the shipping documents as the importer (declarant). The supplier shall provide the customer with all necessary documents and information without being asked enabling the customer to complete a correct import customs

declaration in order to submit it to the competent customs authorities in accordance with the customs regulations of the importing country.

- 5.3. Furthermore, the supplier shall be obliged to inform the customer in writing about the percentage of goods and/or services of US origin.
- 5.4. The supplier shall be obliged to carefully protect the customer's interests during shipping. In particular, the goods shall be packed properly with packaging materials approved at the place of destination in such a way that transport damage is excluded. The supplier shall be liable for damage due to improper packaging in accordance with the legal regulations.
- 5.5. In case of domestic deliveries, the supplier shall have any packing and transport materials collected at the place of destination or by a third party if requested by the customer. Hazardous products shall be packed, labeled and dispatched by the supplier in accordance with the relevant national and international regulations.
- 5.6. The supplier shall be obliged to fulfill all supplier's obligations (within the meaning of article 3, clause 32 of the EU regulation 1907/2006/EU („REACH Regulations")) according to the REACH Regulations regarding the delivery of the goods. In all cases required by article 31 (1) to (3) of the REACH Regulations, the supplier shall particularly be obliged to provide the customer with a safety data sheet in accordance with article 31 of the REACH Regulations in the language required by the customer's country.
- 5.7. The supplier shall carry the risk of accidental destruction or damage until the date of arrival of the goods in accordance with the contract and at the place of destination with the documents specified in clauses 5.1. to 5.7. If a delivery with service/installation has been agreed, the transfer of risk shall take place after proper execution of the service/installation and delivery at the place of destination.
- 5.8. Insofar as the acceptance is contractually agreed and/or provided for by law, the transfer of risk shall take place upon acceptance by the customer. If a formal acceptance has been agreed, the transfer of risk shall not take place before the confirmation of the successful acceptance by the customer in the acceptance report. Payment of invoiced amounts before acceptance principally shall take place without acknowledging any legal obligation and shall not replace the formal acceptance.
- 5.9. The acquisition of ownership by the customer is governed by the statutory provisions.

## **6. Quality and Sustainability**

- 6.1. The supplier shall undertake to carry out effective quality assurance, to maintain it and to prove this to the customer in a suitable manner upon request. For this purpose, the supplier shall use a quality assurance system with the elements of ISO 9000ff or equivalent. Upon written notification, the customer shall be entitled to check the supplier's quality assurance system himself or by third parties commissioned by the customer.
- 6.2. The customer shall be guided by the concept of sustainable development and observe the internationally recognized, fundamental standards for health and environmental protection, occupational and human rights, occupational safety, and responsible environmental governance („Environment Social Governance“ hereinafter referred to as “ESG standards“). The customer has described his understanding of the ESG standards in the self-declaration for suppliers. The supplier shall be required by the customer to comply with the ESG standards and to encourage its subcontractors to comply with corresponding standards. Following written announcement, the customer shall be entitled to check compliance with the ESG standards by the supplier or its subcontractors, either himself or by third parties commissioned by the customer.
- 6.3. Executing the contract, the supplier shall fulfill the customer's stipulations regarding occupational safety as well as health and environmental protection.

## 7. Quality of the Delivery/Service, Notice of Defects, Claims and Rights in Case of Defects

- 7.1. The supplier shall be liable for the compliance of the supplies and services with the state of the art, and, where relevant, with the generally recognized state of safety, occupational health and hygiene provided by qualified personnel and which are in accordance with the relevant regulations at the destination.
- 7.2. Furthermore, the supplier guarantees that the deliveries and services are free from defects, in particular, compliance with the agreed product or service specifications as well as the existence of contractually guaranteed properties and features. Insofar as machines, devices or systems are the subject of the delivery, they shall meet the requirements of the special safety regulations for machinery, equipment and systems applicable to the contract at the destination, at the time of the fulfillment, and bear a CE conformity mark.
- 7.3. The supplier shall be obliged to ensure that all substances contained in the goods are effectively pre-registered, registered (or exempted from the registration obligation) in accordance with the relevant requirements of the REACH Regulations for the use declared by the customer, and if applicable, approved. If the product is a product within the meaning of Article 7 of the REACH Regulations, the preceding sentence shall apply to substances released from such products.
- 7.4. The customer shall be informed by the supplier without any delay if a component of a product contains a substance in a concentration of more than 0.1% weight by weight (W/W) that meets the criteria of Articles 57 and 59 REACH Regulations (so-called substances of very high concern). This also applies to packaging products.
- 7.5. The customer shall complain of obvious defects to the supplier within fourteen (14) days upon delivery, provided that the commercial obligation of examination and notification of defects in accordance with section 377 of the German commercial code (HGB) applies. If defects shall become visible later, the customer shall notify them within fourteen (14) days upon discovery.
- 7.6. Insofar as acceptance by the customer has been contractually agreed and/or is required by law, the customer may refuse to accept the declaration of acceptance and withhold any advance payment that may have been linked to it if the contractual performance owed by the supplier has not been fully rendered and/or is defective. The same applies in the case of an agreed acceptance date and/or a deadline for acceptance set by the supplier to the customer.
- 7.7. In case of defects, the customer shall be entitled to demand subsequent fulfillment in accordance with the statutory provisions. The type chosen for the subsequent fulfillment is the sole responsibility of the customer. The place of the subsequent fulfillment is at the customer's choice either the place of destination or the place of acceptance if such was contractually agreed and/or required by law, or another place of shipment of the goods, as far as this was announced to the supplier at the conclusion of the contract. The supplier shall bear the expenses required to fulfill the subsequent customer's fulfillment claims. The supplier shall be obliged to follow the operational requirements of the customer during the execution of the subsequent fulfillment. Insofar as the subsequent fulfillment has not occurred within a reasonable period of time, has failed, or the deadline is superfluous, the customer may assert the further statutory rights in the event of defects.
- 7.8. If subsequent fulfillment has not been performed within a reasonable period of time if it has failed or if the deadline is superfluous, the customer shall be entitled to remedy the defect at the cost and risk of the supplier or to have it remedied by third parties in addition to the rights specified in clause 7.7 (substitute performance) and to require reimbursement for the necessary expenses by the supplier. In particular, a deadline is not necessary in the event of the risk of disproportionately high damage if the supplier is not available, and in the case of imminent danger. As for the rest, the statutory provisions apply. Rights of the customer beyond the statutory liability for defects and/or guarantees assumed by the supplier remain unaffected.
- 7.9. Claims for defects by the customer against the supplier become time-barred after thirty (30) months as of the transfer of risk, unless a longer statutory period applies. Waivers of the



customer with regard to his existing claims for defects shall be in writing in order to be effective.

## 8. Invoicing and Payment

- 8.1. Agreed prices are net prices plus any legally required value added tax. Invoices are to be issued regarding deliveries and services that comply with the applicable statutory requirements for invoices in accordance with the VAT law of the states whose VAT laws are subject to the invoiced deliveries/services. If the application of the credit note procedure has been agreed, the supplier shall provide the customer with all data necessary to comply with the requirements of the applicable VAT law listed above.
- 8.2. The supplier shall be obligated to prepare a proper and reviewable invoice for each order, which shall contain all legally required mandatory information according to German law. The invoice shall state the complete order number of the contracting entity, and if available, the supplier's delivery note number. Any record and/or additional documentary evidence shall be enclosed with the invoice without being requested. Invoices shall correspond to the details in the order regarding the description of the goods, the price, the quantity, the order of the items and the item number. The invoice shall be sent to the billing address specified in the customer's order.
- 8.3. The customer makes payments on account only and insofar as they have been contractually agreed and the due dates are met. If the supplier may justify his demand for payments on account with a claim arising from a service contract (article 632a BGB (German Civil Code)), he shall be required to provide the customer with corresponding security. The security shall be provided under German law with a directly enforceable bank or loan insurer guarantee, having his registered office within the EU.
- 8.4. Unless otherwise agreed, payment periods shall be commenced from the date of receipt of invoices meeting the above-mentioned requirements or if the credit note procedure is applied, from the date of creation of the credit note. Payment shall be subject to determine contractual compliance and completeness of the delivery/service.
- 8.5. In principle, payments by the customer shall be made without acknowledging any legal obligation and shall not constitute acknowledgement and/or approval of services, conditions and/or prices stated in the invoice, and do not affect the rights of the customer for improperly performed delivery/service, the customer's examination rights as well as the right to dispute an invoice for other reasons.
- 8.6. If the customer pays license fees to foreign suppliers, the customer shall be obliged to withhold tax pursuant to Article 50a Income Tax Act. A waiver of withholding tax or withholding tax reduction shall only be possible if and to the extent that the supplier submits an exemption certificate pursuant to Article 50d Income Tax Act.

## 9. Contract Penalty

Insofar as a contractual penalty has been agreed and/or accrued, the customer may assert this until the due date of the final payment without necessarily asserting a reservation in accordance with Article 341 (3) BGB (German Civil Code).

## 10. General Liability and Insurance Coverage

- 10.1. Unless otherwise stipulated in these GTC of purchase, the supplier shall be liable in accordance with the statutory provisions.
- 10.2. Damages on the accountability of the supplier and/or his auxiliary personnel and vicarious agents, the supplier shall be obliged to provide sufficient coverage of the liability insurance at his own expense. Upon request, the customer may prove the existence of the insurance

and coverage for damage per incident. The supplier's legal and contractual liability shall remain unaffected by the scope and amount of his insurance cover.

## 11. Industrial Property Rights

- 11.1. The supplier shall ensure that the delivery and/or service provided by him and their contractual use do not infringe any patent rights, copyrights and/or any other third party property rights.
- 11.2. Without prejudice, the supplier shall indemnify the customer from any claims by third parties upon first request, which are asserted against the customer for infringement of the aforementioned property rights if these are based on a culpable violation of duty on the part of the supplier. In this case, the supplier shall bear the license fees, expenses and costs incurred and charged to the customer for avoiding and/or eliminating property rights infringements.

## 12. Posted Workers Act (AEntG), Interdiction of Illegal Employment, Minimum Wage Act (MiLoG), Temporary Employment (AÜG)

- 12.1. The supplier shall be obliged to ensure that the employees employed by him or his subcontractors or recruitment agencies in order to execute contracts with the customer receive the minimum wage according to MiLoG (Minimum Wage Act), or at least the minimum hourly pay based on the statutory ordinance issued in accordance with Article 3a AÜG (Temporary Employment Act), or if the services to be provided fall within the scope of the AEntG (Posted Workers Act), the prescribed minimum wage of the sector.
- 12.2. The supplier shall ensure that mandatory obligations are fulfilled paying contributions to social insurance schemes, professional associations and other institutions within the meaning of Article 8 AEntG (Posted Workers Act).
- 12.3. Selecting subcontractors and/or recruitment agencies, the supplier shall check the fulfillment of the preconditions according to clause 12.1 and undertake their compliance in writing. In particular, the supplier shall be confirmed by the subcontractors or recruitment agencies commissioned in writing that they fulfill the compliance requirements.
- 12.4. In case the customer may be required to pay either the minimum wage or minimum wage of the sector or contributions entitled like a guarantor regarding an employee of the supplier or an employee of a subcontractor employed by the supplier, of any type/at any level of participation, and/or of a recruitment agency or by one of the entities referred to in Article 8 AEntG (Posted Workers Act), the supplier shall indemnify the customer from any claims upon first request.
- 12.5. The customer shall be entitled to terminate the contract with immediate effect provided that the customer shall be claimed for his liability as guarantor regarding MiLoG or AEntG.
- 12.6. In addition, the supplier shall be liable to the customer for any damage resulting from any culpable breach of contract according to the obligations set out in clauses 12.1 to 12.4.
- 12.7. Illegal employment of any kind is prohibited.

## 13. Origin of Goods and Commodity Status

- 13.1. The supplier must indicate the country of origin in the commercial documents. If applicable, the supplier shall also provide an ATR movement certificate. Upon the customer's request, the supplier shall provide a certificate of origin regarding the country of origin of the goods.
- 13.2. The supplier shall ensure that the goods meet the requirements of origin of the bilateral or multilateral preferential agreements or the unilateral requirements of origin of the Generalized System of Preferences (GSP) to beneficiary countries, insofar as the deliveries are regarded as such movement of goods.

#### **14. Transfer of Orders, Assignment, Changes to Company, Set-off, Retention**

- 14.1. Any proportionate and/or complete transfer of rights and obligations to third parties under the contract shall require the customer's prior express written consent.
- 14.2. The supplier shall notify the customer in writing without delay of any transfer of the contract and/or change in his company that enters into force by law.
- 14.3. Without the supplier's prior consent, the customer shall be entitled to transfer the rights and obligations from the contract at any time, proportionally or completely, to a company associated with the customer within the meaning of Article 15 of the German Corporation Act.
- 14.4. The supplier may only be entitled to offset with undisputed or legally established claims. A right of retention may only be conferred to the supplier if the claim for which the right of retention is asserted originates from the same contractual relationship.

#### **15. Termination, Rescission, Supplier's Obligation of Clearing the Customer's Premises in Case of Contract Termination**

- 15.1. If no individual contractual provisions have been made, the customer's right to terminate or withdraw from the contract is based on the statutory provisions.
- 15.2. If the legal requirements are fulfilled, each contracting party may have the right to extraordinary termination due to an important reason. An important reason for extraordinary termination by the customer is justified when the supplier
  - breaches essential obligations in the case of a continuous obligation and does not remedy the situation within a reasonable period and threat of termination set by the customer, or
  - has failed to respond to an issued warning letter, or
  - has seriously disturbed the relationship of trust based on circumstances that occurred after the conclusion of the contract, e.g. because of the violation of penal laws and/or by committing of misdemeanors by the supplier himself or by persons on the occasion of contract execution, the supplier's full responsibility shall be assumed for this, or
  - has suffered a significant deterioration in his financial situation which endangers the performance of the contract, or
    - shall not fulfill his obligation to pay taxes or social security contributions, or
    - shall provide any other substantial facts which may produce an unreasonable risk for the customer to continue the contract with the supplier.
- 15.3. In cases of justified termination for an important reason in accordance with clause 15.2, up to the time of the termination, the contractually agreed services provided by the supplier shall be remunerated upon presentation of the relevant supporting documents. Payments made by the customer shall be offset against the contractually agreed remuneration until the receipt of the notice of termination. Overpayments by the customer are due for reimbursement upon receipt of the overpayment notification by the supplier. Any other rights exceeding the aforementioned rights and claims of the customer, in particular for damages, shall remain unaffected.
- 15.4. If any documents, plans, and drawings within the scope of the contractual cooperation, or for the purpose of execution, or made available in any other way have been handed over to the supplier by the customer, the supplier shall be obliged to return them immediately and completely to the customer in the event of termination by the customer. Regarding the supplier, the right of retention shall not apply. If documents were provided in an electronic format, the supplier shall confirm the irrevocable deletion to the customer in writing. The same applies in the event of withdrawal from the contract.



15.5. Upon termination of the contract for whatever reason, the supplier shall immediately and at his own expense and risk, dismantle and transport his systems, tools and equipment, provided that he has installed or stored such at the customer's premises to fulfill the contract. Insofar as the supplier or other third parties assigned for the work have produced waste and/or building rubble, they shall be obliged to remove and dispose it immediately and properly at their own expense. If the supplier shall not meet these obligations, even after a reasonable period has expired without any result, the customer may carry out the work himself or commission a third party and charge the supplier for the costs incurred.

## **16. Documents, Confidentiality, Rights of Use, Data Protection**

16.1. The supplier shall be obliged to hand over the plans owed, calculations and/or any other documents to the customer in the agreed number and quality on time, so that the contractual execution deadlines can be met.

16.2. Processing periods of the customer such as for the review and/or clearance of documents, plans, etc. shall be scheduled by the supplier in consultation with the customer. The release of documents, plans, etc. are to be carried out by the customer and neither affect the supplier's responsibility nor lead to an exculpation of the same.

16.3. Models, samples, drawings, data, materials and any other documents provided by the customer to the supplier (hereinafter referred to as "customer documents") shall remain the customer's property and be returned to the customer upon his request at any time. A right of retention for the supplier to the customer documents shall be excluded. Using the customer documents, the supplier shall respect the copyrights of the customer to the customer documents.

16.4. Irrespective of legal, judicial or official disclosure requirements, the supplier shall be obliged to maintain secrecy of all technical, scientific, commercial and any other information received directly or indirectly under the contract and which is marked confidential, in particular, the customer documents (hereinafter "confidential information") shall not be used commercially, neither be made the subject of industrial property rights, nor be passed on to third parties and/or made accessible to third parties in any other way. Even if approved by the customer, the supplier shall only be entitled to pass on confidential information to subcontractors insofar as this information is required by the same to fulfill the contract, and the supplier shall prove that he has committed the subcontractors to respect confidentiality to the same extent.

16.5. Confidential information may not be used for any other purpose than the execution of the contract. The aforementioned confidentiality obligation shall continue for a period of ten (10) years from the contract termination.

16.6. This duty of confidentiality does not apply to information that is already legally in the possession of the supplier at the time of provision by the customer, obtained in a lawful public manner or lawfully obtained from third parties. In the case of a claim to the exception of clause 16.6, the burden of proof for the existence of the aforementioned exception shall be borne by the supplier.

16.7. Furthermore, any information shall be excluded from this confidentiality obligation which is disclosed to persons who are subject to a statutory duty of confidentiality, whereby the supplier shall undertake not to release these persons from this confidentiality obligation. The supplier shall bear the burden of proof for the existence of this exemption.

16.8. By means of suitable contractual agreements, the supplier shall ensure the obligation to maintain confidentiality in accordance with the aforementioned regulations by his employees and any other vicarious agents who are used to fulfill the contract. The supplier shall provide the customer with a binding written confirmation of compliance regarding these obligations.

16.9. The supplier shall undertake to take all necessary and suitable precautions and measures to protect effectively any confidential information obtained against unauthorized access and loss at all times. This includes among other things the creation and maintenance of suitable and necessary access or access precautions for premises, containers, IT systems, data

carriers and any other information carriers in or on which confidential information is located, as well as the implementation of suitable instructions for the people, who are authorized to handle confidential information in accordance with this clause. The supplier shall immediately notify the customer in writing in case of loss and/or unauthorized access to/from confidential information and shall make suggestions as to whether and how the breach of confidentiality can be remedied. If the breach of confidentiality of confidential documents is through the supplier's fault, he shall compensate the customer for the damage resulting from this breach of duty.

- 16.10. The supplier shall grant the customer the unrestricted rights of use and exploitation of all plans, drawings, graphics, calculations and any other documents related to the contract and made by the supplier or third parties for the contractually agreed purposes or provided for in accordance with the contract in all known media forms including electronic media, Internet and online media as well as recordings on sound, image and data carriers of any kind.
- 16.11. In addition, the supplier shall grant the customer an exclusive right of use and exploitation of the work results individually prepared for the customer by the supplier or third parties on the supplier's behalf, and if necessary may have to claim access to the necessary rights from the third parties. Existing rights of the supplier or third parties shall remain unaffected.
- 16.12. Insofar as the customer may provide the supplier with personal data of his employees (hereinafter referred to as "personal data") in the context of the execution of the contract or if the supplier may access this personal data in any other way, the following provisions shall apply.
- The supplier shall undertake to organize and manage the processing of personal data in accordance with the legal basis of the EU general data protection regulation 2016/679 (GDPR). The supplier shall oblige subcontractors or any other third parties appointed by him to fulfill his obligations to comply with the relevant provisions of data protection law.
  - Personal data disclosed in the aforementioned manner and not processed on behalf of the customer may only be processed by the supplier for the purpose of executing the contract exclusively, and in particular, may not be disclosed to third parties and/or analyzed for own purposes and/or used to create profiles, except for the case of legal admissibility.
  - The supplier may process personal data, in particular, to pass it on to its corporate group for the execution of the relevant contract, if legally permissible.
  - The supplier shall ensure that the personal data is only made available to those employees of the supplier who are employed to carry out the contract concerned and only to the extent necessary for the implementation of this contract (need-to-know principle). The supplier shall design its internal organization to meet the requirements of the applicable data protection law, in particular, to take technical and organizational measures to adequately secure and protect the personal data against misuse and loss.
  - The supplier shall acquire no rights to the personal data and be obliged to correct, delete and/or restrict the processing of the personal data under the legal conditions at any time. Rights of retention in relation to personal data shall be excluded.
  - In addition to their legal obligations, the supplier shall notify the customer immediately, at the latest within 24 hours, of a personal data breach, in particular, in the event of loss. Upon termination of the relevant contract, the supplier shall delete the personal data including all copies made in accordance with the legal requirements.

## **17. Advertising Ban, Severability, Applicable Law and Place of Jurisdiction**

- 17.1. Unless otherwise specified in the contract itself, the supplier may only point to the existing business relationship with the customer and/or use it for commercial purposes (e.g. references) with the customer's prior express written consent.

- 17.2. Should one or several provisions of these GTC of purchase be or become invalid, either in part or in full, this shall not affect the validity of the remaining provisions. Should one of the clauses or parts of it regarding the contract and/or these GTC of purchase be invalid or unenforceable, no influence on the existence and continuation of the respective contract shall arise.
- 17.3. The contract is subject to the substantive law of the Federal Republic of Germany to the exclusion of (i) the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 („CISG“), and (ii) the German conflict of laws rules applicable.
- 17.4. The place of jurisdiction is either the court having jurisdiction for the customer’s place of business or the court having jurisdiction according to the applicable general statutory provisions, at the discretion of the customer.



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