

General terms and conditions of the Federal Police

§ 1 Scope of application

- (1) The present general terms and conditions apply to the contracts of purchase, work and service of the offices of the Federal Police. These general terms and conditions apply accordingly to rental and leasing contracts.
- (2) In addition to these general terms and conditions, the general contractual terms for the execution of performances (VOL/B) are part of this contract. The general terms and conditions apply as additional contractual conditions within the meaning of § 1 no 2 letter d) VOL/B. Furthermore, the nature and scope of mutual services are determined according to the contract components stated in § 1 no. 2 VOL/B in the order specified there.
- (3) The general terms and conditions of the contractor do not apply.

§ 2 Contracting authority

The Federal Republic of Germany, represented by the Federal Minister of the Interior, Building and Community, he represented by the president of the Federal Police headquarters is the contracting authority.

The president of the Federal Police headquarters may be represented by the head of an office subordinate to the headquarters.

§ 3 Place of performance

The place of performance is the place determined by the contracting authority. If no place is determined for the fulfilment of services, the place of the contracting authority's office shall, in case of doubt, be the place of performance.

§ 4 Period of performance

The performance shall be fulfilled in the period specified in the contract. If no period is agreed, the performance shall be fulfilled at the latest 14 days after conclusion of contract.

Goods deliveries with trucks shall be conducted in the time

Monday – Thursday 08:00 a.m. – 02:00 p.m.

Friday 08:00 a.m. – 11:00 a.m.

With the contracting authority's consent, the performance may be fulfilled in parts. The contractor has no entitlement to partial performance.

§ 5 Default

In case of default of performance, the contracting party reserves the right to claim compensation with regard to further damages caused by delay. This particularly applies to additional costs of alternative performance that becomes necessary.

§ 6 Reminder

The contracting party charges 2.60 € for each justified reminder.

§ 7 Transport/shipment

- (1) If the performance is the delivery of goods, the contractor shall protect them against loss, destruction or damage by means of suitable packaging.
- (2) Unless otherwise agreed, the costs for packaging and transport are borne by the contractor.
- (3) The contractor shall mark those performance objects being or containing dangerous substances according to the Dangerous Substances Order and the associated technical regulations and also supply a safety data sheet according to § 31 of the guideline 2006/1907/EEC combined with the guideline 2010/453/EU.

§ 8 Quality control

- (1) The contracting authority has the right to check the performance with regard to its contractually agreed condition and characteristics by means of one of his representatives. The quality control may also take place at the place of production of the goods to be delivered.
- (2) The contracting authority shall contact the contractor on time as regards the place and time of quality control.
- (3) The quality control's result will be documented by the contracting authority's representative.
- (4) The quality control does not exempt the contractor from his obligation to check the performance object with regard to its contractual condition as well as the compliance with technical and other generally valid minimum requirements.
- (5) The quality control does not replace the inspection.

§ 9 Delivery

The delivery of the performance object shall take place at the place of performance as per § 3.

The contractor shall have the proper delivery of the performance object certified by the contracting party by means of a certificate of performance. The contracting authority shall receive one copy of the delivery note, one copy remains with the contractor.

§ 10 Prices

- (1) The contractual parties agree on market prices according to § 4 of the provision for prices for public contracts (regulation PR no. 30.53). The other provisions of the regulation PR no. 30.53 shall be additionally used in the pricing.
- (2) In case, by way of exception, cost prices are agreed according to § 5 of regulation PR no. 30.53, the guiding principles for pricing on the basis of cost prices (annex to regulation PR no. 30/53) shall be applied.

§ 11 Discount

The contractor grants the contracting party those discounts that would be usually granted to non-public contractors if conditions were identical.

The end of the term in which discount is granted, starts on the date of receipt of the invoice and the other documents substantiating payments by the contracting authority or the recipient appointed by the contracting authority.

§ 12 Payment

Payments shall be made within 30 days after presentation of a verifiable invoice as well as the copy of the delivery note/proof of performance to be provided (§ 15 VOL/B remains unaffected) to a bank account to be stated by the contractor. In case the contractor states several account details, the contracting authority may make payments with a discharging effect to each such account.

The receipt of the transfer order at the contracting authority's payment institution is decisive for the timeliness of the payment.

With the contracting authority's previous consent, the contractor may transmit invoices, delivery notes and other documents substantiating payment as well via telefax in individual cases. Original documents shall be submitted upon request.

§ 13 Early termination of the contract

The contracting authority may withdraw from the contract or terminate the contract with immediate effect if grounds for exclusion within the meaning of §§ 123,124 Act against restraints of competition (GWB), exist. Grounds for exclusion are particularly granting of advantage according to § 333 of the German Criminal Code, bribery according to § 334 of the German Criminal Code as well as wrong information given intentionally as regards expertise, efficiency or reliability. § 8 no. 1 and 2 VOL/B remain unaffected. § 8 no. 3 VOL/B shall apply accordingly with regard to the validity of the withdrawal and the termination.

§ 14 Warranty

The contractor's warranty claims are determined as per § 14 VOL/B. Unless agreed otherwise, the warranty periods of the German Civil Code shall apply.

§ 15 Written form

Contracts require the written form in order to be valid. Oral collateral agreements become valid only after written confirmation.

§ 16 Severability clause

The invalidity of individual clauses of these general terms and conditions does not affect the validity of the other clauses of the general terms and conditions.

§ 17 Place of jurisdiction

Place of jurisdiction is the seat of the competent court in whose district the contracting authority's office is located.