

General Terms and Conditions
Innovationsgesellschaft Technische Universität Braunschweig mbH
Version: September 2010

I. General Provisions

1. The General Conditions listed under Nr. II are applicable to private law service and delivery contracts of the company (contractor).
2. Beside the General Terms and Conditions, additional clauses agreed upon by the parties shall also be valid within the scope of a cooperation project with a technology transfer center of the company.
3. The General Terms and Conditions shall also apply when conflicting conditions have not been explicitly objected to.

II. General Terms and Conditions

1. Written confirmation of orders:
Orders must be confirmed in writing with reference to an offer made by the company. Verbal sub-agreements are void.
2. Services and deliveries for foreign customers or abroad:
The contractor has the right to demand advanced payment or the provision of guarantees for services or deliveries provided to foreign customers or abroad (§232 German Civil Code).
3. Advanced payment and provision of guarantees in other cases:
The contractor reserves the right to demand advanced payment up to the amount of the calculated total costs or the provision of guarantees in other cases (§232 German Civil Code).
4. Terms of payment:
(1) In case no advanced payments were agreed upon, the full amount (without deduction) stated in the invoice shall be transferred specifying the invoice number to one of the following accounts before the deadline agreed in the terms of payment:

Nord/LB (bank sort code 250 500 00), account number 2 173 177
IBAN: DE22 25050000 0002173177-
BIC: NOLA DE 2HXXX

or

Volksbank eG Braunschweig Wolfsburg (bank sort code 26991066),
account number. 1545728000
IBAN: DE23 2699 1066 15457280 00
BIC: GENODEF1WOB

(2) Discount deductions are not permitted

5. Cash on Delivery (C.O.D.):
The contractor reserves the right to collect the amount on the invoice using a C.O.D. service. The customer shall assume the costs of the C.O.D. service.
6. Default:
(1) Should the amount on the invoice not be transferred to one of the aforementioned bank accounts before the deadline set in the terms of payment the customer shall be in arrears without further notification. According to section §247 of the German Civil Code, default interest shall be due at a rate of 3% p.a. above the base rate set by the German Central Bank on the date of default.*

(2) Additionally, each reminder sent shall incur a fee of €1.50 plus postage costs.

(3) Furthermore, compensation shall be due for any damages caused by default.

*For current information and time series please check the [German Central Bank's homepage](#).
7. Deferral:
(1) During the period of deferral interest shall be charged at a rate of 2% p.a. above the base rate set by the German Central Bank on the date deferral was accorded; however, the rate shall not be less than 5% p.a.

(2) Should payment in installments have been accorded in case of deferral and the debtor defaults wholly or partially in one installment, the totality of the balance including expenses shall be due immediately.

8. Confidentiality:
The parties are bound to non-disclosure to third parties of all business and industrial secrets of the other party acquired during their cooperation. Any technical or business information declared or marked as confidential shall not be made available to any third parties during the duration of the contract and for three years after its end. The obligation of confidentiality shall not apply in case of information which is generally available to the public or which becomes available to the public through no act or fault of the parties at a later date or which was lawfully acquired by third parties demonstrably independent of this contract.
9. The contractor shall bind to secrecy all persons working on the project as well as any eventual assistants or agents necessary to the completion of the project. The contractor shall also undertake the necessary measures to maintain confidentiality, within the limits of what is usual and reasonable in university activities.
10. Warranty:
The contractor ensures the application of scientific prudence and the compliance with generally accepted rules of technology. The actual achievement of specific research and development results is not guaranteed. The contractor reserves the right to remedy eventual deficiencies at its own discretion. More extensive warranty obligations are not foreseen for consultancy, research and development contracts.
11. Customer's obligation to cooperate:
The customer shall support the contractor where required during the execution of the contract. For this purpose, the customer shall duly provide, free of charge and before work commences, all information, documents, material, equipment, etc necessary for the fulfillment of the contract and place them at the disposal of the contractor at a location free of costs for the contractor. Should the customer not fulfill the aforementioned obligations, or not fulfill them in time and this in turn lead to delays and/or additional expenses, then the agreed time frames and compensation shall be accordingly increased.
12. Liability:
The liability of the contracting parties as well as their legal representatives and agents shall be limited to intention and gross negligence, irrespective of legal grounds. In cases of injury to life, limb or health current legal provisions shall apply. As far as legally permissible, the liability of the contractor shall be limited to the total sum of the contract. Direct and consequential damages, especially production loss and loss of profit are excluded from this liability.
13. Third-party claims:
The customer shall free the contractor from any third-party claims originating from environmental damage liability, product liability or producer liability.
14. Dispatch and transfer of risk:
Dispatch occurs at the customer's expense and risk. Unless otherwise agreed, the contractor shall choose the mode and route of dispatch. The risk is transferred to the customer upon dispatch or notification of readiness for pickup.
15. Retention of title:
All deliveries remain the sole property of the contractor until full payment of invoice, including all additional claims. Prior to complete payment, all delivered goods can neither be pledged nor assigned by way of security to third parties.
16. Jurisdiction and place of performance:
In case that:

(1) the party to be taken to court has transferred its domicile or usual place of residence outside the territory covered by the German Code of Civil Procedure after the conclusion of the contract or its domicile or usual place of residence is unknown at the time of the filing of the action and,

(2) at least one the contractual partners has no general place of jurisdiction within Germany and,

(3) claims are asserted by way of an order for payment procedure (§688 et seq. German Code of Civil Procedure),

Braunschweig shall be the place of jurisdiction. Braunschweig shall also be the place of performance and the exclusive court of jurisdiction according to §38 (1) German Code of Civil Procedure.