

General terms and conditions of purchase (AEB) of Deutsche Welle

§ 1 Scope of application

The general terms and conditions of purchase (AEB) apply to all agreements for the supply of goods and services (hereinafter referred to as 'services') to Deutsche Welle (DW).

§ 2 Contractual basis

- (1) The following terms and conditions apply to contracts awarded by DW:
 - a) technical specification with the associated appendices,
 - b) terms and conditions of purchase (AEB) of DW indicated below,
 - c) the contracting regulations for goods and services excluding building services (VOL/B) or the contracting regulations for building services (VOB/B and VOB/C) and for services supplied by certain self-employed professionals (VOF/B),
 - d) special contractual terms and conditions for the purchase, hire and maintenance of IT systems and equipment as well as for designing, handing over and maintaining software programs (BVB and EVB-IT).

In the event of discrepancies, the contractual agreements apply in the above order.

- (2) Contracts are awarded on the basis of the present terms and conditions of purchase (AEB). Any other terms and conditions will not form part of the agreement, irrespective of DW expressly indicating this. In the event of services being accepted without objection, it cannot be concluded that DW accepts the Contractor's terms and conditions of supply.
- (3) In the event of a provision of the present terms and conditions of purchase (AEB) or a provision which forms part of other agreements becoming invalid, this will not affect the validity of the remaining provisions of the present terms and conditions.

§ 3 Contract award

- (1) To be valid, contracts require the written form and must be signed by the legal representatives. This also applies to amendments and supplements to contracts. Orders, orders under a master agreement and any amendments/supplements thereto may also be issued by remote data transmission or other electronic means. E-mails encoded in accordance with the Signature Act correspond to the written form.
- (2) Oral agreements are only valid if they have been confirmed in writing by DW.
- (3) DW has the right to cancel contracts awarded which the Contractor has not confirmed in writing within 14 days of receipt of the order, indicating the costs and date of performance.
- (4) Any data given in the technical specification or the bid and the features of samples and specimen are deemed guaranteed characteristics.

§ 4 Deadlines

- (1) Deadlines agreed are binding. In the event of no deadlines having been expressly agreed, services must be delivered immediately.
- (2) In the event of the Contractor becoming aware that, for whatever reason, the deadline cannot be met, he must immediately advise DW in writing, stating the reasons for this and the expected delay.
- (3) Failure of the Contractor to meet a deadline will be deemed to be default without requiring a reminder. In such an event, the Contractor will be liable for all direct and indirect damages arising from the default. In the event of the Contractor defaulting on his delivery, DW will be entitled to all claims provided for by law. If DW no longer intends to accept the delivery as a result of default, there is no need to grant a grace period.

§ 5 Performance/quality assurance

- (1) The Contractor must perform the contract himself. Contract performance, in part or in full, by third parties requires the prior written consent of DW. If the Contractor has indicated sub-contractors and/or supply sources, these may not be changed without the written consent of DW. The Contractor has sole responsibility for the contractual fulfilment of the agreement.
- (2) The Contractor undertakes to ensure that all services comply with the generally accepted technical standard applicable in the place of performance as well as legal, official and trade association regulations. At DW's request, the Contractor must produce the appropriate certificate from the competent authorities without delay.
- (3) The Contractor is liable for ensuring that the products including packaging material are environmentally harmless and for any consequential damage resulting from a breach of the legal obligations relating to waste disposal. The valid safety data sheets must be submitted on delivery. In the event of these not being submitted, or being submitted late, DW shall be indemnified against all third party claims. This applies also for all subsequent amendments.

§ 6 Services and transfer of risk

- (1) All services must be accompanied by supporting documentation, indicating the services in detail and the contract number.
- (2) The Contractor must protect services supplied by him and any objects handed over to him for the performance from damage or loss, until such time as the risk is transferred. Packaging, despatch and transportation insurance costs are borne by the Contractor.

- (3) The risk of accidental loss or deterioration is transferred to DW on taking delivery or acceptance, unless agreed otherwise in writing.
- (4) If part deliveries have been agreed, they must be marked accordingly in the supporting documentation, despatch notes and invoices etc.

§ 7 Place of performance/acceptance

- (1) Handover takes place at the place indicated in the agreement. DW may refuse to accept services if they do not meet the contractual requirements.
- (2) Acceptance by DW will only take place once DW has been given the opportunity to carry out a detailed inspection and examination. Setting to work is not deemed to be acceptance.

§ 8 Warranty

- (1) There is a two-year warranty, unless expressly agreed otherwise, starting from the date of taking delivery or acceptance. In the event of acceptance being delayed for reasons that are not the responsibility of the Contractor, the warranty period commences once services are made available. The warranty period for spares is two years from installation/setting to work and expires four years from delivery at the latest.
- (2) In the event of a warranty claim, DW is entitled to request free rectification or free new deliveries within a reasonable period of time to be set. At its request, DW must be indemnified by providing replacements for the duration of rectification of defects or repair work.
- (3) In the event of repeated defective or partly defective fulfilment, DW has the right to terminate all existing agreements concluded with the Contractor and claim damages on the grounds of non-fulfilment.

§ 9 Prices

- (1) The prices agreed are fixed prices, unless other written agreements have been made.
- (2) Prices include all ancillary costs including charges and customs duties as well as the costs for returning the packaging, unless agreed otherwise.

§ 10 Payment

- (1) Payment will be made on taking delivery or acceptance of services and following receipt of the invoice subject to a 2% discount on the amount invoiced within 14 days, or net within 30 days, unless other payment conditions have been agreed in writing.
- (2) Payment is not deemed acknowledgement of proper performance.
- (3) In the event of justified complaints being made following receipt of the relevant invoice, because the form of the invoice does not comply with proper invoicing practice, the payment period will only start once the new, revised invoice has been received, or on receipt of the last outstanding document.

§ 11 Assignment of claims

The Contractor may only assign claims, to which he is entitled against DW, to third parties with the written consent of DW.

§ 12 Proprietary rights

The Contractor undertakes to release DW from all claims arising from the infringement of third party proprietary rights (e.g. patents, copyright, patent applications notified, registered trademarks, utility models) and to compensate DW for any damage incurred.

§ 13 Confidentiality

The Contractor is responsible for ensuring that all persons entrusted by him with the processing and fulfilment of the agreement comply with the legal provisions on data protection. The contracting parties undertake to treat as business secrets any commercial and technical data they may become aware of as a result of their business relationship and which is not public knowledge.

§ 14 Granting of benefits

In the event of a Contractor, his agent or a person acting with the Contractor's knowledge offering, promising or granting gifts or other direct and indirect benefits to someone, in order to obtain benefits for the Contractor on the basis of unfair behaviour on the part of the person accepting such gifts or benefits, DW has the right to terminate the agreement and/or claim damages. This does not apply to advertising gifts of minor value. Any other legal or contractual rights of DW remain unaffected.

§ 15 Place of fulfilment and jurisdiction

The place of fulfilment is the place of performance of the services indicated in the order or the despatch address. The place of jurisdiction is Cologne. DW may take legal action against the Contractor at his habitual place of jurisdiction.