

General Terms and Conditions of Contract for Services by Freelance Contributors (AVF)

(Version 08/2022)

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Part I. Terms and Conditions of Contract for All Types of Services by Freelance Contributors

Section 1 Sequence in which scope applies

The AVF apply to all types of freelance services. The type and scope of the services on the part of both parties shall be determined by way of all contractual documents as a whole.

In the event of contradictions in the contract, the following shall apply in the following sequence:

- a) The principal contractual document (e.g. forms 600-F to 603-F)
- b) The service specifications
- c) Additional Annexes that may apply

- d) Special terms and conditions of contract that may
- e) Supplementary terms and conditions of contract that may apply
- f) These AVF.

Section 2 Obligations on the part of the Contractor

(1) The Contractor shall possess all necessary service-related knowledge and skills. The Contractor shall, at all times, keep itself informed of current and foreseeable developments and changes in the specialist material relevant to the services, and take them into account in the service. The Contractor shall render the services in such a way that they are suitable for achieving the Principal's intended objective.

(2) To bring about necessary decisions, the Contractor shall inform the Principal in good time of current and foreseeable developments and changes in the specialist material relevant to the service if these have a significant influence, which the Contractor is able to identify, on the manner of rendering of the contractual services.

(3) The service for the Principal as well as the service outcome must comply with the principle of economic efficiency, the provisions of budgetary law, the provisions of public law and safety regulations as well as take into account the framework conditions relevant to the contract, in particular the local conditions. Insofar as the subject matter of service entails the Principal awarding contracts, or this is rendered in connection therewith, the Contractor shall comply with the provisions of public procurement law.

(4) At least the rules and standards generally recognised in Germany for the service shall be applied. Other generally recognised rules and standards may only be applied if equivalence or superiority as well as suitability have been proven in German. The relevant requirements of other states must also be observed in the case of cross-border services or those with cross-border service objectives.

(5) The service, and all aspects that make up the service, shall be provided in German. In the case of cross-border service or service with cross-border service objectives, the service shall also be provided in the national language concerned, insofar as this is necessary.

(6) As an agent of its Principal, the Contractor may not represent any conflicting interests of third parties in conjunction with the contractual measure in dealings with the Principal or third parties associated with the Principal.

(7) The Contractor shall base its service on the Principal's instructions and suggestions given in text form, and shall inform the Principal in text form without delay of any objections in that respect. Before ultimately preparing the service, the Contractor shall coordinate its service with the Principal and the other technically involved parties (see Section 4 AVF).

(8) Services that have not been agreed and which are required by the Principal to complete a work or achieve the objective of the commissioned performance shall be taken over by the Contractor within the scope of its capacity. The Contractor may demand subsequent changes to the success of the work or the objectives of a performance

as part of the Contractor's capacity unless the demand is unreasonable for the Contractor, in particular if its business is not equipped for such performance. However, its business is also set up to the extent that subcontractors or other companies already working for the Contractor under the contract are suitable for providing the performance.

Appropriate remuneration for the modified and additional services shall be agreed by the Principal and the Contractor. The remuneration agreement shall be entered into before the

start of providing the additional or modified service.

(9) Document revisions necessary to achieve the contractual objectives in the case of unchanged tasks and merely insignificant changes to the service, and the processing effort, which is within the scope of usual optimisation, are the subject matter of the contractual service covered by the agreed remuneration. The same applies to merely updating documents until the contract is executed or ends.

(10) After entering into the contract, the Contractor may only subcontract services, which have been assigned to the Contractor, to a suitable third party to be stated following prior consent by the Principal. The Principal's approval must be given in text form.

(11) The Contractor's liability for the accuracy and complete nature of its services shall not be limited by the Principal's acknowledgement or consent (release) unless acceptance or partial acceptance have expressly occurred.

(12) The Contractor shall notify the Principal without delay in writing of any interruptions or obstructions to the rendering of its service, and explain them.

(13) Solely the Contractor is responsible for honouring legal and official obligations to its employees. The Contractor shall render the service at its own responsibility in accordance with the contract. In that respect, it shall observe the generally recognised rules and standards as well as the statutory regulations and official provisions.

Section 3 Confidentiality, secrecy, data security

(1) If personal data are collected, processed or used by the Contractor on behalf of the Principal, the Contractor shall, at the Principal's request, enter into an agreement in respect of commissioned processing (see Article 28, GDPR) that complies with the statutory provisions prior to executing the contract.

The Contractor shall ensure that all persons it entrusts with the processing or execution of the contract comply with the statutory data protection provisions. The obligation to maintain data secrecy required in accordance with data protection law shall be put in place at the latest before the activity initially commences, and proof of this is to be furnished to the Principal on request.

(2) The Contractor, or a third party associated with or economically connected to the Contractor, may not render any services for third parties or other principals in conjunction with services involving access to internal administrative information or information to be treated confidentially (including without such information falling under Section 1 of the Obligations Act), such as in conjunction with award procedures or the overall measure or this service unless the Principal expressly agrees in text form.

(3) The Contractor shall comply with the following data security requirements, irrespective of existing obligations to protect personal data:

Data, documents and information obtained by the Contractor on the basis of or in conjunction with the contractual service shall be treated confidentially. Disclosure to unauthorised third parties is not permitted. In particular, they may

- Only be forwarded to its employees or third parties (e.g. also subcontractors) if this is necessary to render the service and the third party has previously undertaken to maintain confidentiality in dealings with the Contractor to at least the same extent as the Contractor has undertaken to maintain confidentiality in dealings with the Principal.
- Not be used, in full or in part, directly or indirectly, for any purpose other than

rendering the service without prior, written, approval by the Principal;

- Not be forwarded, in full or in part, directly or indirectly, to third parties (e.g. including subcontractors) without prior, written, approval by the Principal.
- Not be copied or otherwise reproduced without prior, written, approval by the Principal unless it is necessary in the context of the rendering the service.

(4) The restrictions from paragraph 3 do not apply to the following cases: The data, documents and information

- Were demonstrably available to the Contractor for a reason other than this contract, or
- Were already in the public domain at the time of disclosure in accordance with the contract or have subsequently been placed in the public domain without breach of the terms of these restrictions; or
- Were lawfully acquired by the Contractor from an independent source having a bona fide right of disclosure; or
- Are disclosed only after the Contractor has previously informed the Principal to comply with legal obligations.

(5) The Contractor shall adopt all technical measures necessary to ensure the security, integrity and confidentiality of the data. The requirements of the Federal Office for Information Security (BSI) are, in particular, to be observed. The IT security statement (Form 422) is to be submitted at the Principal's request.

(6) Directly after becoming aware of unauthorised disclosure of the data, documents and information referred to in sub-section 3, the Contractor shall adopt all measures to

- Inform the Principal of such unauthorised disclosure, including the addressees of the disclosure,
- Prevent any further disclosure; and
- Ensure the return of the disclosed material with any copies, personal notes or correspondence relating to the disclosed material.

(7) Confidential information is information, which a reasonable third party would consider worthy of protection or is marked as confidential. This may also be information that becomes known during an oral presentation or discussion.

Section 4 Collaboration between Principal, Contractor and other professionally involved parties

(1) Only the Principal is authorised to issue orders to the Contractor unless otherwise agreed in individual cases.

(2) The documents required for the execution shall be handed over to the Contractor free of charge and in good time unless they are generally accessible.

(3) The Principal shall inform the Contractor in good time of the services to be rendered by other professionally involved parties, and of the dates and periods agreed with them.

(4) The Contractor undertakes to coordinate its services with the Principal before they are ultimately prepared and rendered, taking into account any contributions of other professionally involved parties. The Contractor shall coordinate its service with the technically involved parties with regard to technical, scheduling and financial aspects so that the Principal's contractual requirements can be met.

(5) The Contractor shall state in writing a responsible person who is authorised to receive declarations of intent from the Principal before the rendering of the service commences.

(6) If differences of opinion arise between the Contractor and other technically involved parties during the rendering of the services, the Contractor shall ask the Principal without delay in text form to clarify the further course of action.

Section 5 Representation of the Principal by the Contractor

(1) The Contractor is entitled, and undertakes, to protect the Principal's rights and interests within the scope of the services assigned to the Contractor. The Contractor shall inform the Principal in text form without delay of circumstances from which the Principal's claims against third parties, or claims of third parties against the Principal, may arise. Asserting such claims, or defence against claims of third parties, is incumbent on the Principal.

(2) The Contractor may not issue any statements that have binding force for the Principal, in particular with financial obligations, without prior, written, approval by the Principal. This also applies to entering into, amending and supplementing contracts as well as agreeing new prices.

(3) The Contractor and its employees involved in the rendering of the contractual services as well as employees of any subcontractors/other companies involved shall submit to being placed under obligation to conscientiously honour their obligations in accordance with Section 1 of the Obligations Act dated 2 March 1974 (German Federal Law Gazette, I p. 547), amended by way of the Act dated 15 August 1974 (German Federal Law Gazette, I p. 1942) in conjunction with Section 11(1), No. 4, German Criminal Code (StGB).

Employees other than those with special obligations may only be deployed once they have given their undertaking. The Principal is to be informed of these without delay.

Section 6 Contractor's obligation to furnish information

On request, the Contractor shall furnish information to the Principal about its services without delay and without special remuneration within the respective applicable limitation periods for warranty claims.

Section 7 Principal's claim for restitution

Unless otherwise agreed, the documents and files prepared by the Contractor for executing the contract as well as any data collected shall be surrendered to the Principal as the subject matter of the contractual service covered by the agreed remuneration. The documents and data carriers shall become the Principal's property. The documents and files as well as data provided to the Contractor shall be returned to the Principal on request, at the latest after executing the order or, in the case of electronic transmission, demonstrably deleted or archived in a protected manner following consultation with the Principal. Rights of retention not based on this contractual relationship are excluded.

Section 8 Copyrights, commercial property rights, utilisation rights

(1) Author, party granting rights

Works protected by copyright are hereinafter referred to as the Work.

The party granting rights is the Contractor as the author of the Work or its legal successor. The Contractor states that it is the sole owner of the copyrights and is authorised to transfer the rights of use described below, in particular taking into account any memberships in collecting societies.

If the Contractor intends to involve other authors creatively in the work or in its design and planning, written approval by Principal is to be obtained in advance. In this case, the Contractor shall be placed under obligation to procure the rights of use specified in this contract from the contributing authors on behalf of the Principal.

The party granting rights shall indemnify the party granted rights against third party claims under copyright law and against any expenses required in this respect. The party granting rights shall, in particular, indemnify the party granted rights against claims of a collecting society in the event of membership of such society.

(2) Party granting rights and transfer of rights of use

The party granted rights is the Federal Republic of Germany and its affiliated organisational units (all organisational units of the German federal administration, including independent legal entities).

The utilisation rights may be transferred by the party granting rights to third parties, in particular, if these third parties

- Become or are the legal successor(s) over the real property or the movable property relating to the contractual service;
- Take over the tasks of the party granting rights or its legal successor (irrespective of the legal grounds) for which the utilisation rights are required;
- Take over subsequent tasks, such as care, operation, maintenance, for which the utilisation rights are required;
- Require the utilisation rights for further education, training and examination purposes on behalf of the party granting rights.

(3) Copyrights

Compulsory copyrights, as set out in the German Copyright Act, are, at all times, to be complied with when exercising the rights set out in this contract. The contract shall not affect these compulsory rights. The following copyrights are, in particular, to be observed:

The author, Principal and year of origin must be stated for each publication.

The Principal's approval must be obtained prior to any publication by the Contractor. The Principal may only refuse approval in the case of justified interests such as the protection of secrets and sabotage or diplomatic considerations.

The party granting rights shall, in particular, be given the opportunity to document the Work in advance before any significant change is made in conjunction with the Work.

In the event of extension, modification, adaptation, redesign, restoration, right of reproduction or right of restoration etc., the rights of the party granting rights in accordance with Section 14 UrhG (German Copyright Act) shall be preserved to protect its legitimate intellectual and personal interests in the Work.

The party granted rights shall inform the party granting rights of the intended extension, modification, adaptation and transformation of the Work and shall give the party granting rights the opportunity to inform the party granted rights within a reasonable period of time determined by the party granting rights whether, and in what manner, the party granting rights agrees with the intended extension, modification, adaptation and transformation. Notification shall be taken into account when weighing the protection interest of the party granting rights and the use interest of the party granted rights.

(4) Utilisation rights

In addition to the rights of use necessary to implement the contractual purpose, the party granting rights shall transfer to the party granted rights the additional rights of use described below in respect of the services to be rendered under this contract (results and intermediate results) as well as the Work performed on this basis, if any, e.g. documents to be supplied, planning results and the Work performed.

Unless otherwise contractually agreed, the material scope of the rights of use shall extend at least to the following

a) Reproduction (duplication)

The party granted rights shall be entitled to make reproductions of the Work, in particular in the form of photographs, prints, models, electronic copies (e.g. PDF documents and other file formats), electronic 3-D representations or models and renderings, as well as animations.

b) Publication (distribution/exhibition/performance/broadcast)

The party granted rights may publish and use the Work and the reproductions via all forms, media and means of transmission known or unknown at the time entering into the contract (including but not limited to lectures, projections, catalogues, exhibitions, presentations, calendars, other print and online publications, internet presentations, websites, online databases, online museums, apps, downloads, via EDP, TV, radio and other associated or used means of transmission such as cable, satellite, fibre optics, radio and UMTS etc.).

The Principal or party granted rights shall be entitled to the right of first publication.

c) Modification, adaptation, redesign, extension

The party granted rights may modify, edit, redesign and extend the Work if this is necessary for use of the Work. In the case of technical components, in particular, the party granting rights may replace the hardware and other technical components and adapt them in line with current technical developments provided this does not significantly change the concept and the overall impression of the Work. This does not affect Section 14, UrhG, (see also sub-section 3).

d) Geographical context, alienation and destruction

If required, the party granted rights may change the context of the Work geographically, creatively and technically at a later date.

The Work may be moved to another place of use if required by the party granted rights. The party granted rights shall be free to store, sell or destroy the Work as required. Prior to sale or destruction, the Work shall be offered to the party granting rights for purchase at the production price. In the event of acquisition, any dismantling and transport costs shall be borne by the party granting rights.

e) Completion rights

The Principal has the right to have the Work completed, or manufactured by third parties, on the basis of the Contractor's design if the Contractor is unable to render this service itself.

f) Restoration, reconstruction, rebuilding right

In the event of wear-and-tear/weathering, damage, loss or destruction etc., the party granted rights shall have the right to restore, reconstruct or rebuild the Work.

(5) The party granting rights shall transfer the rights of use to the party granted rights up

until the end of the currently applicable protection period. Any extensions of the term of protection by the legislator shall benefit the party granted rights.

(6) The rights of use shall be granted in a simple (non-exclusive) form.

(7) Geographically, the right of use shall be granted for Germany. In the case of cross-border contractual purposes, the rights of use shall also extend to the countries affected by the purpose. Worldwide rights of use shall be transferred with regard to use for public relations work (see Publication).

(8) The Principal undertakes to retain the name of the Contractor used by the Contractor in the documents and any additional naming of the author in the documents. This obligation shall only apply insofar as the naming is customary in the respective type of use. In the event of editing or other redesign, the Principal shall be entitled to adjust the attribution appropriately, e.g. "on the basis of documents [attribution of the Contractor and any additional copyright attribution] for the measure [attribution of the measure]." The Principal undertakes to impose the aforementioned naming obligations on third parties to whom it passes on the rights of use that are the subject matter of contract. The Contractor shall ensure that authors do not make any claims for naming, insofar as the Contractor has not named the authors as such in the customary manner in the documents.

(9) Use of the services to be rendered, e.g. the documents to be supplied and the Work performed to the extent specified in this paragraph may also take place without acceptance, e.g. in the event of defects, as well as in the event of premature termination of the contract. This shall not remuneration claims that may apply.

(10) Insofar as the contractual service consists of a development, the result of which constitutes an invention to which the Contractor or its employees are (also) entitled, the provisions of this clause shall apply accordingly insofar as they are compulsory for the rights of use granted by this clause.

Section 9 Termination

(1) The statutory termination rules shall apply, in particular Sections 648 and 648a, BGB, (German Civil Code), in the case of contracts for work and services, Section 650r, BGB, in the case of contracts for architects and engineers and Sections 620, 626 and 627, BGB, in the case of service contracts for.

(2) Termination for good cause may be effected by the Principal, in particular, if

- Rendering the service is unreasonably delayed by the Contractor,
- The Contractor refuses to rectify the defect,
- The Contractor fails to provide evidence of liability insurance in accordance with Section 14 AVF, when requested to do so by the Principal,
- The Contractor suspends payments or files an application for insolvency proceedings or comparable legal proceedings or such proceedings are instituted or their institution is rejected due to a lack of funds,
- The Contractor uses subcontractors in breach of contract or the customer has not approved a change of personnel proposed by the Contractor,
- The Contractor culpably fails to honour its obligations in accordance with Section 2(1) to (3), AVF, within a reasonable period of time set or if the Principal cannot reasonably be expected to continue the contract after weighing up the interests of both parties, or

- The Contractor, or its employees,
 - a) Have demonstrably entered into an agreement on the occasion of the award which constitutes an inadmissible restraint of competition.
 - b) Have given offers, promises or grants, directly or indirectly, gifts, other benefits or other advantages to the Principal or its employees or to third parties commissioned by the Principal who are entrusted with the preparation, entering into or execution of the contract, or to persons associated with them.
 - c) Have been legally convicted of an offence in accordance with Section 123, GWB (German Act against Restraints of Competition), or an administrative offence has been established.

(3) Premature termination of the contractual relationship shall not affect the contracting parties' claims in accordance with Sections 6 to 8, AVF.

(4) Termination is subject to the written form.

Section 10 Acceptance and statute of limitations

(1) Unless otherwise specified by law or contract, services to be rendered shall be formally accepted by the Principal unless acceptance is excluded due to the nature of the Work or service. The Contractor shall not be entitled to partial acceptance. The exceptional agreement of partial acceptance in individual cases requires a self-contained partial service, which cannot have any direct effect on any partial services to be accepted later.

(2) The Principal's claims resulting from this contractual relationship shall fall under the statute of limitations in accordance with the statutory provisions unless otherwise agreed in the contract.

Section 11 Liability

(1) The statutory liability provisions shall apply unless otherwise agreed in a contract.

(2) Insofar as damage to a third party is only the consequence of a measure, which the Principal has ordered in this form, the Principal shall bear the damage alone if the Contractor has informed it in writing of the danger associated with the ordered execution.

(3) The Contractor shall indemnify the Principal against all claims of third parties, which these assert against the Principal, other authorised third parties and their employees on the basis of any existing better rights, insofar as the Contractor is at fault. Any costs incurred by the Principal in this respect for an appropriate legal defence and prosecution against the third parties shall be borne by the Contractor. This shall not affect the Principal's further-reaching claims against the Contractor.

(4) Insofar as a contracting party is held liable by the third party for damage, which the other contracting party undertakes to compensate in accordance with sub-sections 2 and 3, or on another legal ground, it may demand that the other contracting party release it from the liability to the third party. It may not acknowledge or satisfy the third party's claim without first giving the other contracting party the opportunity to comment.

Section 12 Settlement and payments

(1) Partial payments shall fall due 30 days following receipt of the verifiable partial invoice.

(2) The partial final/final payment for the services shall fall due after execution of the contract or, in the case of contracts for work and services, upon acceptance and 30 days following receipt of the verifiable invoice. This does not affect the provisions of Sections 641

and 614, BGB.

(3) A verifiable invoice must contain those details that are objectively indispensable in accordance with the contract entered into in order to enable the factual and arithmetical verification of the remuneration. The Principal may no longer cite the lack of verifiability if objections regarding the verifiability are not raised within 30 days of receipt of the final invoice at the latest, stating the reasons for this. In the event that the invoice is only verifiable in part, the Contractor may demand payment of the verifiable and undisputed credit balance that has already been established, taking into account any advance payments and payments on account.

(4) If a verifiable invoice in accordance with sub-section 3 is not submitted despite the setting of a reasonable additional period, the Principal may draw up the invoice for the Contractor at the Contractor's expense if the Contractor has given notice of this.

(5) Unconditional acceptance of the partial final payment/final payment shall exclude subsequent claims if the Contractor has been informed of the partial final payment/final payment at least in text form, and the exclusion effect has been pointed out. A reservation must be stated within two weeks following receipt of the partial final payment/final payment. A reservation shall lapse if a verifiable invoice for the reserved claims is not submitted within an additional month or, if this is not possible, the reservation is substantiated in detail.

(6) Evidence of incidental costs shall be submitted as originals on request.

(7) The following information, in particular, is to be furnished in the case of proof of performance: General information

- Date of the workday,
- Description of the service location,
- Type of service,
- Reference to the outcome of the service

Service-related details

- The names of the workers and their agreed hourly rates,
- The hours worked for each worker at the service location.

(8) The exclusion periods do not apply to a request for correction of the final/partial final invoice and payment due to measurement, calculation and transmission errors.

(9) In the event of overpayment, the Contractor shall refund the overpaid amount. If the Contractor does not pay within 14 calendar days following receipt of the recovery letter, it shall be in default of its payment obligation from that point in time and shall pay default interest and other default damages in accordance with Section 288, BGB.

The Contractor may not cite a lapse of enrichment.

(10) If the Contractor assigns claims arising from the contract to a subcontractor or other third party, or if it pledges claims, such an assignment or pledge shall be subject to written approval by the Principal to be deemed valid.

(11) The following shall apply insofar as incidental costs are reimbursed separately and nothing else has been contractually agreed:

- The Principal shall determine the necessary number of trips following consultation with the Contractor.

- Travel expenses (including daily and accommodation allowances) for travel beyond a radius of 15 km from the Contractor's place of business may not be charged at a higher rate than provided for by the German Federal Travel Expenses Act as stated in the version applicable at the time of entering into the contract.

(12) The Principal's expenditure shall be subject to audit by the German Federal Audit Office. The audit may also be performed after several years have lapsed. The statutory limitation period (Section 195, BGB) for the Principal's claims for overpayment by the Contractor arising from unjust enrichment due to unjustified payments, or overpayments established in this respect, shall commence at the end of the year in which the Principal becomes aware of the outcome of the audit unless the Principal was already aware of the overpayment beforehand or its ignorance was grossly negligent. This shall not affect Section 199(4), BGB. Up until expiry of the limitation period, the Contractor must expect that a claim shall be made against it for reimbursement of such unjustifiably paid amounts.

Section 13 Security

In the case of a contract sum that reaches or exceeds the EU threshold value in accordance with section 106, GWB, applicable at the time of entering into the contract, security in the sum of 5 percent of the contract sum may be agreed to secure performance claims. The security is aimed at securing performance claims that are not covered by the professional liability insurance, e.g. subsequent improvement services as well as overpayments.

To that end, the Principal may retain a maximum of 5 percent of each instalment payment up to an amount of 5 percent of the contract sum. The Contractor may also provide a bank guarantee in accordance with sub-section 2 instead.

(2) Sections 232 to 240, BGB, shall apply to the agreed security unless otherwise provided for in the following provisions.

(3) Unless otherwise agreed in the contract, security may be provided by way of retention or by way of a guarantee from a credit institution or credit insurer provided the credit institution or credit insurer is

1. Licensed in the European Community; or
2. In a state, which is a party to the Agreement on the European Economic Area, or
3. In a state party to the WTO Agreement on Government Procurement.

(4) In the case of security by way of guarantee, recognition by the Principal that the guarantor is suitable shall be deemed a prerequisite. The statement of surety must be made in writing, waiving the defence of anticipatory action (Section 771 BGB). It may not be limited to a certain period of time, and must be issued in accordance with the Principal's instructions. The Principal may not demand a guarantee as security, which places the guarantor under obligation to pay on first demand.

(5) The Principal shall return any unused security for execution of the contract at the agreed time, at the latest upon acceptance.

Section 14 Third party liability insurance

(1) The Contractor shall ensure that insurance cover is in place to cover any loss or damage resulting from the contract, at least to the extent of the sums insured specified in the contract. Maximisation of the compensation must be at least twice the sum insured. In the case of working parties, insurance cover must exist in the amount of the insured sums specified in the contract for each member.

(2) The Principal shall have a right of retention (without prejudice to Section 9(2), AVF) with regard to the required remuneration, i.e. it may make payments conditional on proof of the required insurance cover.

(3) The Contractor undertakes to notify the insurance company without delay in text form and shall arrange for new cover without delay if and to the extent that cover in the agreed amount no longer exists.

Section 15 Place of performance, disputes, place of jurisdiction

(1) The registered office of the contracting body is deemed the place of performance unless the circumstances, in particular the nature of the service to be rendered, indicate otherwise.

(2) In the event of disputes resulting from the contract, the Contractor shall first appeal to the authority directly superior to the agency.

(3) Disputes shall not entitle the Contractor to stop work.

This does not affect Section 320, BGB.

(4) If the preconditions for an agreement in respect of the place of jurisdiction according to Section 38, German Code of Civil Procedure are met, the place of jurisdiction for disputes resulting from the contract shall be based on the registered office of the authority responsible for representing the Principal in court unless otherwise agreed. The Contractor shall be informed of this on request.

Bonn is deemed the place of jurisdiction in the aforementioned sense for disputes resulting from contracts with the Directorate-General for Waterways and Shipping and its subordinate waterways and shipping offices, as well as new waterways construction offices.

Section 16 Consortium

(1) If the Contractor is made up of a consortium, the member appointed to represent the consortium and named in the contract shall take the lead.

Such a person shall represent all members of the consortium in dealings with the Principal. Restrictions on its power of representation resulting from the joint venture contract are ineffective in dealings with the Principal.

(2) Each member of the consortium shall be jointly and severally liable for honouring the contractual obligations, including after the consortium has been wound up.

(3) Payments shall be made with discharging effect for the Principal exclusively to the representative of the consortium named in the contract or in accordance with its written instructions. This also applies after winding up the consortium.

Section 17 Written form

Amendments to and supplementary information regarding the contract are subject to the written form requirement, otherwise they are to be provided in text form.

Section 18 Turnover tax

In accordance with the German Turnover Tax Act, turnover tax is to be applied

- In partial invoices at the rate applicable at the time the tax is incurred,
- In partial final and final invoices at the tax rate applicable at the time of rendering

the service. In the case of exceeding contractual periods, for which the Contractor is responsible, the difference between the current turnover tax amount and the tax rate

applicable at the time of expiry of the deadline shall not be refunded.

Invoices shall be drawn up with the contract prices excluding turnover tax (net prices). The turnover tax amount is to be stated at the end of the invoice.

Section 19 Contracts with foreign contractors

Only the wording of the contract in German shall have binding force when interpreting the contract. Statements and negotiations are to be issued and entered into in German. The law of the Federal Republic of Germany shall apply exclusively to the regulation of contractual and non-contractual relations between the contracting parties.

Section 20 Contractor's general terms and conditions of business

Only the terms and conditions of contract that have been rendered the subject matter of the award procedure by the Principal apply. Any general terms and conditions of the bidder/Contractor submitted with the bid are not relevant and, therefore, shall not become part of the contract.

Part II. Supplementary terms and conditions of contract for architects and engineer services

Section 21 General obligations on the part of the Contractor

- (1) The services must comply with the generally recognised technological developments. The Contractor shall ascertain in good time whether a change in the relevant technical rules and regulations is foreseeable, and is to be taken into account.
- (2) The Contractor shall make sure in good time whether any obstacles or objections apply to its services and outcomes, in particular including under public law. The Contractor shall notify the Principal in text form without delay of any third party claims, in particular by public bodies concerned.
- (3) If it becomes apparent that a specified cost framework for the Work to be planned is not sufficient, the Contractor shall inform the Principal without delay of the anticipated additional costs and indicate possible savings.
- (4) The remuneration adjustment does not affect Section 650q, BGB.

Section 22 Acceptance

The provisions of Section 10, AVF, do not affect Section 650s, BGB.

Section 23 Liability on the part of the Contractor

If the Contractor is liable due to a culpable breach of its contractual obligations, it shall, in principle, only be liable for the full amount of the damage, if any, to the affected structural plant, all culpably caused damage resulting from loss of life, physical injury or detrimental effects on health, and all other damage caused intentionally or by gross negligence, as well as claims in accordance with the German Product Liability Act. Furthermore, it shall be liable for minor negligent and negligent conduct in the event of a contractual agreement entered into by the Contractor and the Principal up to the amount of the cover sums specified in the contract and, with a subsidiary effect, up to the amount up to which certain minimum insurance sums are prescribed by law as part of compulsory insurance within the meaning of Section 113 VVG.