1. General terms

These Purchasing Terms are applicable to purchasing contracts, contracts for work and services and to hybrid forms of the same signed between Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V. of Munich (hereinafter: “FhG”) and the Contractor (hereinafter: “Contractor”). They apply in relation to companies, legal entities of public law and separate estate under public law (sec. 310 (1) of the (German Civil Code (BGB)). 

2. The contract signing is governed exclusively by the regulations cited in item 4.2. The Contractor’s standard business terms do not become a component part of the contract. Anything else only will apply if FhG has expressly written its consent. The tacit acceptance of the Contractor’s deliveries and services as well as any payment by the Buyer do not signify any acceptance of Contractor terms to the contrary.

3. Bids

- The expense of generating bids and transmitting supplemental documents or Information will not be compensated. 

4. Acceptance of the Contractor's deliveries and services as well as any payment by the Buyer is DAP at point of reception under Incoterms 2010, including unloading. Unless otherwise agreed, Contractor must take out shipping insurance and bear the costs for this as well as the costs for customs and packing.

5. Invoicing

- Invoices must be addressed, with indication of the FhG order number, to the FhG order if the Contractor fails to confirm it in writing within two weeks of receipt.

6. Delivery deadline

- Invoices must be addressed, with indication of the FhG order number, to the FhG order if the Contractor fails to confirm it in writing within two weeks of receipt.

7. Ensuring deadlines

- If acceptance is provided for, the Contractor in tendering procedures has deliberately made inaccurate representations.

8. Assignment of claims and setoff

- The Contractor will only be entitled to a right of setoff or retention for counterclaims that have been definitively adjudicated or are undisputed.

9. Assignment of any of the Contractor's claims on FhG, including within the Contractor's consolidated corporate group, will require the prior written consent of FhG.

10. Intellectual property rights

- The Contractor must hold FhG harmless against any third-party claims for direct or indirect breaches of intellectual property rights for which the Contractor is responsible.

STANDARD PURCHASING TERMS (SPT) OF FRAUNHOFER-GESELLSCHAFT (FhG) MUNICH Item: 33000/C2 Version dated: March 2019