Additional Contract Terms (ACTs)

1. **General**
   (1) The following contract terms, as well as the "General Conditions for the Performance of Services" (Regulations on Tender Procedures for Supplies and Services, Part B “VOL/B“), apply to deliveries and services.
   (2) Terms and conditions, delivery terms, and terms of payment of the contractor shall only become a component of the contract if these have been expressly agreed.

2. **Prices**
   The agreed prices are fixed prices within the meaning of regulation PR 30/53 on prices for public contracts dated 23 December 1953 (GVBl [Law and Ordinance Gazette] p. 1511) as amended from time to time.

3. **Delivery**
   The contractor shall deliver free-of-charge at the agreed time, to the point of acceptance specified by the awarding authority.

4. **Packaging**
   Reusable packaging material must be taken back free-of-charge by the contractor.

5. **Written form**
   Any change or addition to or deviation from the contract must be made in writing (Section 126 of the BGB – German Civil Code).

Special Contract Terms (SCTs)

The following special contract terms are additions for the requirements of the individual case. They only relate to the deliveries and services that form the object of this contract award.

They may not be changed or marked by the bidder. **Likewise, the boxes may only be ticked by the awarding authority.**

6. **Price adjustment clause**
   Notwithstanding No. 2, the price adjustment clauses described below apply:

7. **Execution periods**
   The following periods and individual periods apply for the execution of the deliveries/services:
   12.21019

8. **Contractual penalties**
   In accordance with Art. 11 of the VOL/B, the following contractual penalty is agreed:

   If the following periods under No. 8 are exceeded, the specified contractual penalties shall be payable:
   Period: 2. KW Contractual penalty: 0,4 %/day of delay
   Period: 4. KW Contractual penalty: 0,8 %/week of delay

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9. **Quality inspection:**
In accordance with Art. 12 of the VOL/B, the following is agreed for the quality inspection:
see item 11.

10. **Point of acceptance:**
Max Born Institute for Non-Linear Optics and Short Pulse Spectroscopy, Max-Born-Straße 2a, D-12489 Berlin

11. **Acceptance**
The following special provision applies for the acceptance of the delivery/service:
As part of the acceptance, a quality inspection will take place in accordance with VOL/B/Art.12 and will be confirmed by means of an acceptance certificate.

12. **Limitation period for claims for defects**
Notwithstanding Art. 14 No. 3 of the VOL/B, the limitation period for claims for defects is _____ year(s) after acceptance.

13. **Payments**
(1) Advance payments will be made in accordance with the following payment plan:
_____

Advance payments will be offset as follows against payments on account that are due:
_____

(2) Payments on account will be ☐ made ☒ not made.

14. **Invoices**
The contractor shall submit 1 copies of invoices, and 1 copies of invoices for advance payments (No. 14 para. 1) and for payments on account (No. 14 para. 2).

With each invoice, final invoice or partial final invoice, the contractor shall include measurement calculations and drawings, time sheets, delivery notes, weight tickets, third-party invoices and other documents that the awarding authority needs for checking and confirmation purposes; these must be provided as original documents.

15. **Discounts**
☐ The discount is _____ %
Notwithstanding No. 5 of the ACTs, the discount period shall start
☐ for payments in accordance with the payment plan and for advance payments, on the due date;
☐ for payments on account, on the day of receipt of verifiable schedules regarding the partial delivery or partial performance of the services in line with the contract.
For final payments, No. 5 of the ACTs applies unamended; for partial final payments, with the proviso that the discount period does not begin before the self-contained order component is delivered or performed in line with the contract.

16. **Security**
Notwithstanding Art. 18 of the VOL/B, the contractor shall provide the following security:
_____

17. **Other conditions:**

_____