

ORDER TERMS OF HEIDELBERG UNIVERSITY

(Status: 14.02.2025)

§ 1 General provisions

The following terms and conditions shall generally apply to any deliveries and services to the Heidelberg University (Uni HD), in conjunction with any additional terms and conditions specified in the order. General terms and conditions, delivery and payment terms of the contractor shall not apply if they deviate from the order terms of Uni HD even if they are referred to in any order confirmations.

Apart from this, the general provisions for execution of services (VOL-B) shall apply.

§ 2 Information technology

The enclosed supplementary contractual provisions (EVB-IT) shall also apply in the case of deliveries and services in the field of information technology.

§ 3 Prices

The prices stated in the order shall be fixed prices; they are stated free place of use including packaging. If anything different is agreed, the freight and packaging costs shall be paid by the contractor and shall be indicated separately in the invoices.

§ 4 Invoicing and payment

As of 01/01/2025, invoices are to be issued electronically (electronic structured form in accordance with EU standard EN16931, also as PDF as a transition rule), unless an exception within the meaning of §§ 33 et seq. UStDV applies. The transition periods until 12/31/2007 stipulated for mandatory electronic structured invoicing in the law on growth opportunities (Wachstumschancengesetz) shall also apply.

Invoices should be sent to the University's central billing address only as of 07/01/2024:

- Electronic invoices:
rechnungen@uni-heidelberg.de or invoices@uni-heidelberg.de
- Invoices on paper (as far as permissible):
- Heidelberg University, P.O. Box 10 57 40, D-69047 Heidelberg.

For technical reasons, this shall not include invoices for media (print & online) of the University Library, including its library departments.

This shall also apply to invoices not issued in German, English, Spanish, French, or Italian. In such cases, the invoice shall be sent to the ordering institution of the university.

The mandatory requirements to the content and form of invoices as well as any information on the accepted invoice formats are specified in the **annex to § 4 GTC**.

Payment and discount periods shall commence upon receipt of the invoice by Heidelberg University, but no earlier than at acceptance of the goods. The discount period shall be at least 21 days. Discount shall be 3% if not otherwise agreed. The place of performance for payment shall be Heidelberg.

Dunning letters/payment reminders shall be sent to the following addresses:
mahnungen@uni-heidelberg.de or Heidelberg University, P.O. Box 10 57 40, D-69047 Heidelberg.

§ 5 Delivery and execution deadlines

The specified delivery or execution deadlines must be strictly complied with. The statutory consequences shall apply in case of a delay in delivery or execution. The contractor shall be obligated to inform Uni HD without undue delay if it becomes aware of any circumstances that appear to jeopardise compliance with the delivery or performance deadline.

§ 6 Place of delivery or execution and recipient

Uni HD shall determine the place of delivery or execution and the recipient. The place of performance for the delivery or execution shall be Heidelberg or another receiving location determined by Uni HD. A delivery note must be enclosed with each shipment. Invoices for contractual work must be accompanied by the time sheets confirmed by the respective university institution (department, seminar).

§ 7 Deliveries from abroad, customs

In case of delivery from a foreign customs country, the contractor shall contact the university regarding customs and import clearance (exemption from customs duty) in time. Any customs claims shall be settled by the contractor unless otherwise agreed.

§ 8 Execution of the contract

The contractor shall protect the deliveries and services performed by it and the materials or objects provided to it for performance from damage or loss at its own expense until performance is completed. Any models, drawings, and samples are to be returned free of charge immediately after delivery. Reproduction or alteration shall be prohibited and will result in liability for damages. The delivery or service must comply with the safety, occupational safety and health, standard, TÜV, electromedical equipment, VDE, accident prevention, radiation protection, and other relevant provisions and conditions under public law. A confirmation to this effect must be submitted upon request. The contractor shall enclose any documents required for acceptance, operation, maintenance, and repair (test reports, works certificates, drawings, plans, operating instructions, etc.) free of charge in reproducible form, if required.

§ 9 Packaging, transport, insurance

The contractor shall deliver the objects to be delivered to the place of receipt and set them up at its own expense and risk. Packaging materials are to be removed upon handover and taken back free of charge.

§ 10 Insurances

Taking out insurance at the expense of Uni HD is prohibited.

§ 11 Instruction of staff, quality inspection, and acceptance

The contractor shall instruct the staff of Uni HD in operation of the delivered equipment upon request. Uni HD may perform a quality inspection at the contractor's site directly or through an authorised representative. Unless otherwise agreed, the delivery object

shall be accepted at the recipient's site. Advance inspection or testing at the contractor's site shall only be deemed acceptance if this has been agreed in writing in advance. If the delivery object is accepted, the contractor shall receive an acceptance certificate, expediently on a copy of the delivery note. The contractor shall dispose of any pieces rejected by the recipient. It shall deliver replacements for these as soon as possible upon request. The contractor shall bear the costs for removal and reinstallation. If the contractor does not dispose of the rejected pieces within 10 days after request, the recipient shall have the right to return them at the contractor's expense and risk, except if a procedure for preservation of evidence has been initiated by one of the contracting parties; the rejected pieces shall be stored at the contractor's expense and risk in this case. Further performance of the contract must not be refused or delayed because of a dispute over partial deliveries, except if Uni HD approves a delay.

§ 12 Warranty

The contractor warrants that its deliveries and services have the contractually warranted characteristics and are not subject to any defects that void or reduce the value or suitability for customary use or the use assumed according to the contract. The expiration period for warranty claims shall usually be two years (§ 438 of the German Civil Code (*Bürgerliches Gesetzbuch*; BGB)). The contractor shall remedy any defects that occur during this period and that are not due to improper use at its own expense within a reasonable deadline. If the contractor fails to comply with such a request, Uni HD shall have the right to have the defects remedied elsewhere at the contractor's expense. The warranty shall also cover any spare parts added to the delivery or subsequently ordered from the supplier. The expiration period for warranty claims shall commence on the day of delivery for the latter. The expiration of any claims and the period for exercising rights in cases of defective delivery shall be suspended during the above expiration period.

§ 13 Third-party property rights

The contractor shall be liable for ensuring that no third-party property rights are infringed in execution of the contract or in delivery of goods or services. It shall indemnify Uni HD against any claims raised by third parties due to infringement of any property rights.

§ 14 Termination and withdrawal

Violation of the order terms shall entitle the purchaser to claim compensation for expenses and damages incurred from this or to withdraw from the contract. Notwithstanding any other rights of termination or withdrawal, Uni HD shall have the right to terminate or withdraw from the contract if the contractor has acted in accordance with §§ 333 et seq. of the German Criminal Code (*Strafgesetzbuch*; StGB) (bribery). Uni HD may also demand compensation for damages from the contractor.

§ 15 Insolvency proceedings

If insolvency proceedings are opened against the contractor's assets, Uni HD may withdraw from the order without setting a deadline. No compensation for damages shall be paid.

§16 Export control

Performance of the contract is subject to the proviso that performance is not opposed by any obstacles due to national or international provisions, in particular any export control provisions, embargoes, or other restrictions. The contracting partners commit to providing all information and documents that are necessary for export/transport/import. Any delays caused by export inspections or approval procedures shall not suspend any deadlines and delivery times. If any required approvals under export control law are not granted, the contract shall be deemed not entered into.

§17 Jurisdiction

The place of jurisdiction and performance for both parties shall be Heidelberg.

§ 18 Value-added tax

§ 29 of the Value-Added Tax Act (*Umsatzsteuergesetz*) shall not apply. It shall be replaced by the following: If the tax rate increases, the service provider shall not have the right to demand compensation for the additional VAT burden. If the tax rate reduces, the service recipient shall have the right to be compensated for the reduced tax burden in the amount of the tax rate reduction.

ANNEX OF § 4 GTC OF HEIDELBERG UNIVERSITY

Mandatory requirements for invoices, invoice corrections, or credit notices:

For reasons of legibility, only the term of invoices will be used below. All statements apply to invoice corrections and credit notices as well.

If you have any questions, please contact service-erechnung@uni-heidelberg.de.

Requirements for all invoices irrespective of format:

- The invoices must contain all the information required by law (see, e.g., §§ 14, 14a, 19 UStG, §§ 33 et seq. USTDV).
- The invoices must contain the designation “invoice”, invoice corrections must contain the designation “invoice correction”, “cancellation”, or “credit note”.
- The bank details must be indicated on the invoice; indication in the text body of an email shall not be sufficient.
- Each invoice must only refer to precisely one order and precisely one delivery. For deliveries from the EU territory, a separate invoice must be issued per delivery country / VAT no.
- The invoice must include the university purchase order number provided with the order (beginning with 45 or UHD). If there are multiple purchase order numbers, only one purchase order number needs to be indicated. If it has not been provided when the order was placed, you will receive the university purchase order number from the purchaser (department). Invoices without a university purchase order number cannot be processed.

Additional requirements to invoices sent by email:

- Invoices must only be sent to the following email addresses: rechnungen@uni-heidelberg.de or invoices@uni-heidelberg.de. The service portal of the state of Baden-Württemberg, the federal portal, or the European portal are currently not connected and can, therefore, not be used for invoicing. Emails sent to any other than the above email addresses cannot be processed; as a result, such invoices cannot be settled.
- Only one invoice must be sent per email.
- The invoice must be either in PDF format or in an electronically structured format that can be processed by Heidelberg University (see below).
- Additionally, one or several attachments may be enclosed. The file names of attachments enclosed with an invoice always must begin with the letters “Anl*”, “Anh*”, “Att*”, “Liefer*” or “AGB*” (example: “Attachment xyz”); they must be sent in PDF format.
- The email and its attachments must not be encrypted or compressed (e.g., ZIP, RAR) and must not be protected by a password.
- Invoices sent by email must not be sent additionally as paper invoices by mail, to another university email address (not even in cc), or to an eBilling portal.
- The above email addresses must not be used for any other correspondence (e.g., payment reminders, processing requests) since the emails received there

will be processed automatically and only the attachments will be read. Such correspondence must be sent to mahnungen@uni-heidelberg.de exclusively.

- Any other queries (e.g., regarding the purchase order number) should be addressed to the respective purchaser.

Additional requirements to electronically structured invoices:

- Your invoice document must be created in the respective latest xRechnung standard or in ZuGFeRD or another format that complies with the EN 16931 standard. Older invoice formats may be rejected.
- The following fields must be completed for electronically structured invoices to Heidelberg University:

Information	Field name (German)	Field name (English)	Field number xRechnung	Content
Mandatory information				
Reference path ID	Referenz des Käufers	Buyer Reference	BT-10	08-A3529-39
Order number* [and, if available] / processing notice	Bestellreferenz (xRechnung) Bestellnummer Käufer (ZUGFeRD)	Purchase Order Reference (xRechnung) Buyer Order Reference (ZUGFeRD)	BT-13	45xxxxxxx or UHDxxxxxxx(x)/ processing not.
Buyer VAT identifier**	Umsatzsteuer-Identifikationsnummer des Käufers	Buyer VAT Identifier	BT-48	DE811225433

* No line breaks in the purchase order number, no space between "UHD" and the digits of the purchase order number.

**legally required for deliveries from the EU (§ 14a UStG).

- Other invoice details to accelerate processing:

Information	Field name (German)	Field name (English)	Field number xRechnung
Buyer's/purchaser's contact	Ansprechpartner Besteller	Buyer contact point	BT-56
Purchaser's contact email address	Kontaktmailadresse Besteller	Buyer contact email address	BT-58
Seller's contact	Ansprechpartner Verkäufer	Seller contact point	BT-41
Seller's contact email address	Kontaktmailadresse Verkäufer	Seller contact email address	BT-43
Customer number	Kundennummer	Buyer identifier	BT-46
Seller's VAT no.*	Umsatzsteuer-Identifikationsnummer des Verkäufers	Seller VAT identifier	BT-31
Payment terms	Textbeschreibung Zahlungsbedingungen	Payment terms	BT-20

* Mandatory for deliveries from the EU

Further notices for paper and PDF invoice design:

We read the invoices electronically using text recognition software (OCR). Invoice processing will be accelerated if your invoices meet the following requirements:

- Invoices should be printed on white or light-colored recycled paper.
- The font color should be black or dark blue (not light gray or in color).
- Invoice contents such as amounts, bank details, value-added tax ID number (VAT no.), purchase order number, etc. should not be placed on colored or gray backgrounds.
- In particular in the footer area, the font must not be too small (no less than 8 pt.).