

General Terms and Conditions of Purchase of the Bundeskunsthalle (GTCP)

1. General

1.1 The General Terms and Conditions of Purchase (GTCP) of the Kunst- und Ausstellungshalle der Bundesrepublik Deutschland GmbH (Bundeskunsthalle) take into account the general conditions that apply in concluding contracts as a result of the established practice of awarding contracts. These are additional contractual conditions to the regulations of the Federal Republic of Germany governing the awarding of contracts (such as GWB [Law on the Restriction of Competition], VgV [Regulation on the Awarding of Public Contracts], UVgO [Regulation on Sub-threshold Procurement] and VOB [Procurement and Contract Regulations for Construction Services]).

1.2 By agreeing to these GTCP, the VOL/B [General Contract Conditions for the Implementation of Services, Part B] or the VOB/B [Procurement and Contract Regulations for Construction Services, Part B] and the VOL/C [General Contract Conditions for the Implementation of Services, Part C] shall become an integral part of the contract. The VOL/B [General Contract Conditions for the Implementation of Services, Part B] and the VOB/B [Procurement and Contract Regulations for Construction Services, Part B] have been published in the Federal Gazette and shall apply in their current version.

1.3 In the event of purchases from abroad, the *United Nations Convention on Contracts for the International Sale of Goods* of 11 April 1980 (Federal Law Gazette I 1989, p. 588 ff) shall apply in addition to these General Terms and Conditions of Purchase, provided that the Convention has been ratified in the region of the foreign contract party.

1.4 Further contractual conditions relating to the tendered/ordered service can be found in the cover letter of the invitation for tenders or the contract.

1.5 By submitting an offer, by confirming a contract, by accepting or by executing an order, the Contractor acknowledges these General Terms and Conditions of Purchase. This shall apply insofar as the Bundeskunsthalle has communicated these in connection with an invitation to tender, an inquiry, or an order. Otherwise, the General Terms and Conditions of Purchase shall be made generally known by being posted on the Internet at <http://www.bundeskunsthalle.de/ueber-uns/ausschreibungen.html> and shall apply in the respective current version so that it is reasonable to take notice of them and to expect their application. They are thus an integral part of the contract. With the first delivery under these General Terms and Conditions of Purchase, the supplier acknowledges their exclusive application also for all further orders.

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1.6 The Contractor's conditions in its own General Terms and Conditions or contract confirmations are hereby expressly rejected. Unreserved acceptance of contract confirmations or deliveries shall not constitute recognition of such conditions.

1.7 Reference numbers, file numbers, and dates of letters from the Bundeskunsthalle must be indicated on all documents, including invoices.

2. Contact and Negotiation Partners

2.1 The contact and negotiating partner in contractual matters is fundamentally the Purchasing Department of the Bundeskunsthalle.

2.2 The Purchasing Department may designate other employees of the Bundeskunsthalle as the responsible contact parties and authorize them to make certain declarations and take certain actions.

2.3 Verbal agreements and agreements by email which increase the agreed price are only valid if they are confirmed in writing (in advance in electronic form) by the Purchasing Department of the Bundeskunsthalle.

3. Offer, Order, and Contract Confirmation

3.1 The offer shall be submitted easily and free of charge. The Contractor shall adhere to the inquiry or the invitation for tenders with regard to quantity, nature, and execution in the offer and, in the event of deviation, shall expressly refer to this. If additional costs are not included in the price quotation, they shall be shown separately with an indication of the amount. The Contractor shall generally be bound by its offer for a period of six weeks or until the end of the period for awarding the contract specified in the invitation for tenders. Orders are only binding if they are awarded or confirmed in writing by the Purchasing Department of the Bundeskunsthalle. This applies to both commercial/legal and scientific/technical agreements. Unauthorized additional services by the Contractor will not be remunerated. No express objection is required at the time of acceptance.

3.2 Orders shall be confirmed by the Contractor in writing without delay. The offer can only be accepted within a period of 14 days, unless otherwise agreed.

3.3 The Bundeskunsthalle reserves the right to withdraw the order if confirmation is not received within the above-mentioned period. Subsequent changes to an order are only binding with the consent of the employees of the Purchasing Department of the Bundeskunsthalle. Verbal agreements are only valid if they are confirmed in writing by the Bundeskunsthalle.

4. Prices

4.1 Unless otherwise confirmed in writing, the agreed prices are fixed prices excluding value added tax. They shall be understood as free delivery to the point of use including packaging.

4.2 Freight and packaging costs as well as other additional costs shall only be paid by the Bundeskunsthalle if they have been expressly agreed. If the packaging is returned to the sender freight prepaid, at least 2/3 of the agreed value shall be credited.

4.3 In establishing the prices, the provisions of *Regulation PR 30/53 on Prices in Public Contracts* of 21 November 1953, as amended, shall be applied with the *Guidelines for Price Determination on the Basis of Cost (LSP)*.

4.4 In the event of price changes, see Section 2.3 above.

4.5 If advance payments have been agreed, the Contractor shall provide directly enforceable guarantees from a major German bank or major insurance company as security.

4.6 In the event of withdrawal from the contract by the Bundeskunsthalle, any advance payment already made shall be repaid and interest shall be paid on it from the date of payment at a rate of 5% above the respective base rate.

5. Concluding the Contract

5.1 Contractual agreements shall only be effective if they are made in writing.

5.2 Verbal agreements concerning the contract as well as declarations made in other text forms in this respect shall become effective if they are confirmed in the form specified in Subsection 1.

5.3 Mandatory statutory formal requirements and the right of the contract parties to demand notarization shall remain unaffected.

6. Executing the Contract; Compliance with Regulations

6.1 The Contractor is obligated to comply with the relevant statutory and official regulations and requirements in performing the contract. The delivery or service must comply with regulations in terms of security, occupational health and safety, accident prevention, relevant standards, the VDE (Association of Electrical, Electronic & Information Technologies) and other regulations. The Contractor shall supply any protective devices required by such regulations as part of the agreed price. If the Contractor has reservations about the type of execution requested by the Bundeskunsthalle, it shall notify the Bundeskunsthalle in writing.

6.2 The Contractor shall be liable for the environmental compatibility of the products incl. consumable materials and all consequential damage resulting from violation of the statutory disposal duties. This shall also apply to deliveries or additional services provided by third parties. The applicable safety data sheets shall be provided with the delivery. If these are not supplied or are supplied late, the Bundeskunsthalle shall be indemnified against all recourse claims by third parties. This also applies to all subsequent changes.

6.3 *When working in the Bundeskunsthalle or on the grounds belonging to it*, the Contractor and its employees are obligated to observe the rules set out in the information brochure entitled *Working in the Bundeskunsthalle*. The brochure has been made generally known by posting it on the Internet (see Section 1.5 above).

7. Granting Rights of Use; Ownership

7.1 The Contractor shall grant to the Bundeskunsthalle at the time of their existence, at the latest at the time of their acquisition, all possible transferable rights, in particular any rights of use for copyright, trademark rights, and rights to a name for the use of the services rendered under this framework agreement and the respective individual contracts, including all possible legal positions in ideas, drafts, and designs free of third-party rights. All rights of use shall be transferred exclusively to the Bundeskunsthalle without any temporal or spatial restrictions for all conceivable types of use. The transfer includes the right to transfer the rights to third parties.

7.2 If the Contractor uses third parties for the performance of the contract after obtaining the respective prior written consent of the Bundeskunsthalle, the Contractor shall acquire any possible copyrights from them for the Bundeskunsthalle without any restrictions in terms of time, place, purpose of use and in any other way and shall transfer them to the Bundeskunsthalle to the same extent without additional remuneration. The Bundeskunsthalle shall be entitled, if necessary, to inspect such contracts concluded with third parties as are necessary for the performance of this contract and the respective individual contracts.

7.3 The Contractor shall inform the Bundeskunsthalle in advance in each case concerning any restrictions on possible copyrights. The Contractor shall point out any existing rights by collecting societies.

7.4 The Contractor shall not use the artistic services rendered within the scope of this agreement and in fulfilment of the contract for the Bundeskunsthalle in the same or modified form for other Contract Parties.

7.5 Insofar as the Contractor uses the name and/or the trademark rights of the Bundeskunsthalle in the course of the present cooperative work, the Bundeskunsthalle shall be exclusively entitled to these. Upon termination of this agreement, regardless of the legal reasons, any further right of the Contractor to use the name or trademark shall lapse. The Contractor shall then be obligated to surrender to the Bundeskunsthalle all corresponding advertising materials, forms of media, or other written documents that contain names, protected trademarks, or other property rights of the Bundeskunsthalle, as well as to cease using them in other forms of media, such as digital use, etc. and to delete the respective files.

8. Drawings, Documents, and Samples

8.1 The Contractor shall provide the Bundeskunsthalle with all documents (operating instructions, drawings, plans and the like) required for the use, maintenance or repair of the delivered items in a reproducible form in good time and free of charge. By handing over the documents, the Contractor declares that it is fully entitled to make use of them and that no rights of third parties exist.

9. Quality Assurance and Testing

9.1 The requirements for the operational quality assurance system are contained in the performance specification.

9.2 The Contractor assures the Bundeskunsthalle that it will comply with the intended quality assurance procedure and make notification about any changes.

9.3 The Bundeskunsthalle reserves the right to examine the quality management system used by the Contractor.

9.4 The Bundeskunsthalle is entitled to obtain information from the Contractor on site as to whether the services are being performed in accordance with the contract, even during ongoing production, to inspect the implementation documents and to request all other necessary information.

9.5 The Bundeskunsthalle is entitled to have chemical and physical examinations carried out by the Contractor, by public, or by publicly recognized specialist institutes for the purpose of checking compliance with the contractually agreed technical requirements if these examinations cannot be carried out beyond doubt by the examiner using his own resources or those of the Contractor. The costs of such examinations shall be paid by the Contractor.

9.6 In order for the Contractor to provide the internal operational test equipment free of charge for the quality test – if an official calibration certificate is not available – the measuring accuracy of the test equipment shall be proven by the examiner upon request.

9.7 Instead of the quality examination by a person to be appointed by the Bundeskunsthalle, the Contracting Party may demand that the Contractor submit a quality examination certificate in accordance with DIN 55350-T18-4.2.2 or 4.2.1.

9.8 Further regulations on the quality examinations follow from Section 12 of VOL/B [General Contract Conditions for the Implementation of Services, Part B].

9.9 The examinations shall not release the Contractor from its warranty and liability obligations. The Contractor cannot derive any rights from these tests.

10. Delivery Time

10.1 The delivery period shall commence on the date of receipt of the order letter by the Contractor. Agreed delivery dates must be strictly adhered to. The Contractor shall immediately notify the Bundeskunsthalle in writing about any delays, stating the reasons and the expected duration. If the delivery time is exceeded, the Bundeskunsthalle may claim a contractual penalty of ½ percent for each full week of delay, up to a maximum of 8 percent of the contract value, unless the Contractor is not responsible for the reasons for exceeding the delivery time. Delays on the part of the Contractor's subcontractors shall fall within the Contractor's realm of risk.

10.2 The explicit reservation of the right to claim the contractual penalty upon acceptance of the delayed services shall not be required.

10.3 The assertion of further claims for damages shall remain unaffected. The forfeited contractual penalty shall be offset against any claim for damages by the Bundeskunsthalle due to non-performance.

11. Packaging, Transport, Transport Costs

11.1 The Contractor shall use suitable packaging for safe transport, taking into account the requirements for the type and weight of the goods and the means of transport used.

11.2 Insofar as abbreviations of the *Incoterms* are used, the version or revised version applicable at the time of concluding the contract shall apply.

11.3 The costs for packaging and transport shall fundamentally be paid by the Contractor. This shall also apply to additional costs, such as insurance fees, cash on delivery (COD) provisions, cartage, connection fees, demurrage, or fees for a transport-cost certificate.

11.4 Insofar as the Bundeskunsthalle assumes the transport costs (e.g. in the case of sale by delivery to a place other than the place of performance as defined by Section 447 of the German Commercial Code (BGB)), the Contractor shall make an advance on the costs free of charge until receipt by the Bundeskunsthalle. The Contractor shall select the means of transport and the type of transport on the basis of economic efficiency. In all other respects, Section 6 of the VOL/ B [General Contract Conditions for the Implementation of Services, Part B] shall apply.

11.5 The Contractor is obligated, or the freight carrier commissioned by the Contractor is obligated to take back packaging (as defined by the Packaging Ordinance as amended from time to time) from the Bundeskunsthalle free of charge upon delivery. In this event, there shall be no transfer of ownership of the packaging materials. However, the Bundeskunsthalle may still demand that the packaging materials, insofar as they may be disposed, be transferred to it upon delivery.

12. Delivery Bills

12.1 The Contractor shall prepare the delivery bills in preparation for the handover of the delivered items.

12.2 For each contract number, one delivery bill shall be issued per recipient.

12.3 For each partial performance, one delivery bill shall be issued per recipient.

12.4 The contract number and, if applicable, the specified goods identification must be indicated in the delivery bill.

13 Delivery

13.1 The delivery shall be handed over at the delivery address specified in the contract. The Bundeskunsthalle may refuse acceptance if the delivery is not in accordance with the contract.

13.2 Upon delivery, the Contractor shall have the receipt of the delivery items confirmed on the set of delivery bills. One copy of the delivery bill shall remain at the Bundeskunsthalle, while the other shall be retained by the Contractor.

13.3 If the Contractor does not personally carry out the delivery, it shall oblige the vicarious agent to do so pursuant to Section 2.

14. Safety and Regulatory Requirements

14.1 In the event of deliveries and services on the premises and in the rooms of the Bundeskunsthalle, the safety and regulatory requirements of the Bundeskunsthalle must be observed (e.g. the information brochure *Working in the Art and Exhibition Hall*), which in this case is an essential part of the contract. Information that becomes known in association with a delivery on the premises or in the rooms must be treated confidentially.

14.2 In the event of construction work, the technical contract conditions of the VOB/C [Procurement and Contract Regulations for Construction Services, Part C] (DIN 18299 ff.) must be observed.

15. Acceptance

15.1 Acceptance shall be a declaration by the Bundeskunsthalle that the essential part of contract has been fulfilled. Section 13 of VOL/B [General Contract Conditions for the Implementation of Services, Part B] shall remain unaffected in all other respects.

15.2 A prior quality examination shall not replace the acceptance.

15.3 If there is a significant defect of material and title (e.g. Sections 434, 435, 633 of the German Criminal Code (BGB)) or if there is a lack of suitability for the use assumed under the contract, the Bundeskunsthalle or its agent may refuse acceptance of the service.

15.4 If the delivery or service has been provided in a condition in accordance with the contract, or if the defects found have been remedied, it shall be accepted. An agreed acceptance period shall be observed unless acceptance is delayed by difficulties for which the Bundeskunsthalle is not responsible. In the latter case, the acceptance period shall be extended by the period of the delay. If a trial run is planned, acceptance shall be declared by means of a joint acceptance protocol after a flawless trial run.

16. Ownership Structure

16.1 The Bundeskunsthalle shall acquire unrestricted ownership of the object of the delivery or service after its handover upon acceptance and payment. By handing over the item, the Contractor declares that it has the exclusive right of disposal and no rights of third parties exist.

16.2 Materials provided of any kind shall remain the property of the Bundeskunsthalle. They shall be marked as such and stored, designated, and managed separately. The Contractor shall immediately note in writing any recognizable defects in the material provided. If material provided is processed, transformed, combined or mixed with other items, the Bundeskunsthalle shall acquire sole ownership of the new item. The Contractor shall hold these in safekeeping for the Bundeskunsthalle free of charge. Ownership and copyright of documents provided by the Bundeskunsthalle to the Contractor shall remain with the Bundeskunsthalle. The documents shall be surrendered immediately upon request together with all copies. The documents of the Bundeskunsthalle may only be used for the purposes stipulated in the contract. In the event of infringement, the Contractor shall be liable for the entire damage.

17 Infringement of Industrial Property Rights of Third Parties

17.1 The Contractor is obligated to check whether its performance infringes upon any industrial property rights. The Bundeskunsthalle shall not be subject to any such obligation.

17.2 The examination duty shall also exist if a performance description or other specifications have become or shall become part of the contract.

17.3 If the Contractor determines that the performance of the service is impossible without infringing upon the industrial property rights of third parties, it shall notify the Bundeskunsthalle thereof without delay.

17.4 The Contractor shall indemnify the Bundeskunsthalle against claims by third parties arising from any infringements of industrial property rights and shall bear the costs incurred by the Bundeskunsthalle in this respect.

18 Assignment of Claims

18.1 The Contractor may assign claims against the Bundeskunsthalle with legal effect only with the written consent of the Purchasing Department of the Bundeskunsthalle.

19. Invoice and Payment

19.1 Invoices are to be transmitted only electronically (Electronic Invoicing Regulation (ERechV)) and Section 14 Subsection 1 Sentence 7 of the German Turnover Tax Law (UStG) in conjunction with No. 14.4 of the Turnover Tax Application Decree (UStAE)) to rechnungseingang@bundeskunsthalle.de.

19.2 In order to enable prompt processing, the invoices must contain the following information (No. 14.5 of the Turnover Tax Application Decree (UStAE)):

- Name and address of the recipient of the service
- Tax number or VAT ID number of the service provider
- Reference number of the Bundeskunsthalle
- Consecutive number (invoice number)
- Quantity and type of goods supplied or scope and type of other services provided
- Time of performance and receipt of payment
- Reduction of the remuneration agreed in advance
- Tax rate and tax amount or reference to a tax exemption
- Reference to the duty to keep records for the recipient of the service

- (only VOB/B [Procurement and Contract Regulations for Construction Services, Part B]): Exemption certificate for tax deduction for construction services pursuant to Section 48 b Subsection 1 Sentence 1 of the German Income Tax Act (EStG) issued by the competent tax office.

19.3 Payment and discount periods shall commence at the earliest on the day following the faultless overall delivery or performance and receipt of the corresponding invoice. Partial deliveries or services shall only be invoiced if they have been contractually agreed. The discount period is 14 days. If no discount has been agreed, invoices shall be settled no later than 30 days after the due date and the receipt of the invoice.

19.4 Deadlines shall not begin to run if delays in invoice processing occur due to incomplete information or the Contractor's failure to provide information, e.g. the missing reference number of the Bundeskunsthalle or the missing Contractor's VAT ID number.

19.5 Payment does not confirm the fulfilment of the Contractor's contractual obligations. The Contractor shall be obliged to refund any overpayments to the Bundeskunsthalle. It shall not be entitled to invoke the statute of limitations or financial loss.

20. Warranty

20.1 The Contractor is liable for defects of material and title in accordance with the statutory provisions. It guarantees the careful and proper fulfilment of the contract, in particular compliance with the stipulated specifications and other implementation regulations of the Bundeskunsthalle in accordance with the latest state of science and technology, as well as the quality and expediency of the delivery with regard to material, design and execution and the documents belonging to the delivery (operating instructions, drawings, plans, etc.). The stipulated specifications shall be deemed to be guaranteed properties of the object of the delivery or service.

20.2 The costs to be paid by the Contractor for the rectification of defects or the new delivery shall also include the expenses for packaging, freight and delivery, the work expended for dismantling and installation, travel expenses, and the performance of the rectification of the defects at the Bundeskunsthalle.

20.3 The limitation period for claims for defects shall generally be 24 months, unless a longer period is provided for by statutory provisions. If no written confirmation of acceptance is issued, it shall begin two weeks after receipt of the delivery by the Bundeskunsthalle. This also applies to the liability of subcontractors for material defects.

20.4 The Contractor is liable for delivered replacement parts, new deliveries, and rectification work in the same way as for the object of the delivery; the limitation period for claims for defects shall commence after elimination of the reported defects. For delivery parts which could not remain in operation due to material defects, the current limitation period shall be extended by the time of the interruption of operation.

20.5 In the event of a warranty claim, the Bundeskunsthalle shall be entitled to demand free-of-charge rectification or free-of-charge new services within a reasonably

established period of time. At its request, the Bundeskunsthalle shall be indemnified for the duration of any rectification or repair by being provided with a replacement.

21. Breach of Duty and Damages

21.1 In the event of breaches of duty by the Contractor, the statutory provisions shall apply in accordance with Sections 7 and 14 of the VOL/B [General Contract Conditions for the Implementation of Services, Part B] or Section 13 of the VOB/B [Procurement and Contract Regulations for Construction Services, Part B]. Accordingly, loss of profit shall not be compensated for due to damage caused by slight negligence. Damage caused by delay is not to be compensated if it was caused by subcontractors prescribed by the Bundeskunsthalle.

21.2 If the contractual relationship is terminated in accordance with Section 21 Subsection 2 of these GPC for reasons for which the Contractor is responsible, the Contractor shall compensate the Bundeskunsthalle for any resulting damage.

21.3 The Bundeskunsthalle may set the Contractor a reasonable deadline to remedy defective items. After expiry of the deadline, the Bundeskunsthalle may sell these items at the expense of the Contractor while safeguarding the interests of the Contractor.

21.4 If the Contractor fails to remedy the defects within a set period of time, the Bundeskunsthalle shall be entitled to remedy the defects itself or have them remedied by a third party at the Contractor's expense (substitute performance) after the fruitless expiry of the deadline.

21.5 The Bundeskunsthalle is entitled to remedy material and work defects itself or have them remedied by a third party commissioned by the Bundeskunsthalle (self-performance).

22. Termination of the Contractual Relationship for Good Cause

22.1 In the event of repeated defective or partially defective performance, the Bundeskunsthalle shall be entitled to withdraw from all similar contracts concluded with the Contractor and to claim damages.

22.2 The Bundeskunsthalle may withdraw from the contract or terminate it with immediate effect

a) if the Contractor breaches its duty of confidentiality or an obligation imposed on it to maintain secrecy with regard to facts which have become known to it in connection with the order placed;

b) if a sample to be produced prior to the series is not presented by the Contractor even after a deadline has been set;

c) if a sample to be produced prior to the series deviates from the contractually agreed quality to such an extent that even further samples cannot be expected to provide performance in accordance with the contract;

d) if insolvency proceedings or comparable statutory proceedings have been instituted against the assets of the Contractor or the institution of such proceedings has been rejected for lack of assets or the proper performance of the contract is jeopardized by the Contractor who suspends payments not only temporarily;

e) if, in the course of the establishment or performance of the contractual relationship, the Contractor participated in unlawful restrictions of competition within the

meaning of the Law on the Restriction of Competition (GWB). This shall include, in particular, agreements with third parties on the submission or non-submission of bids, on prices to be charged, on the payment of compensation for default (profit sharing or other levies) and on the establishment of the recommendation of prices;

f) if there are grounds for exclusion within the meaning of the provisions of the public procurement law. Grounds for exclusion are in particular the granting of advantages within the meaning of Section 333 of the German Criminal Code (StGB), bribery within the meaning of Section 334 of the German Criminal Code (StGB) as well as the intentional submission of inaccurate declarations with regard to reliability as well as expertise and performance on the part of the Contractor.

22.3 Further statutory provisions, in particular the right of termination in accordance with Sections 314 and 626 of the German Commercial Code (BGB), shall remain unaffected.

23. Effects of Terminating the Contract for Good Reason

23.1 In the event of termination, the previous performance, insofar as the Contracting Party can make use of it, shall be invoiced according to the contract prices or according to the ratio of the part performed to the total contractual performance on the basis of the contract prices; the performance which cannot be used shall be returned to the Contractor at the latter's expense.

23.2 If the Contracting Party withdraws from the contract in accordance with the provisions of Section 21 Subsection 2 of these General Terms and Conditions of Purchase (GPC), any services rendered by the contract parties shall be returned.

23.3 In all other respects, Section 7 No. 3 of VOL/B [General Contract Conditions for the Implementation of Services, Part B] or Section 8 Subsection of VOB/B [Procurement and Contract Regulations for Construction Services, Part B] shall apply; the statutory provisions on revocation shall remain unaffected.

23.4 In the event of force majeure, i.e. if an event occurs which cannot be attributed to any of the risk areas of one of the contract parties, the contract shall end by termination by one of the contract parties. This shall result in each contract party having to bear the damaging effects of the event itself; liability for damages shall not apply. If the contract is not terminated for reasons of impossibility of performance during the period of force majeure, the contract shall be resumed as soon as the force majeure ceases to exist. The contract parties shall undertake to inform each other about the occurrence and duration of the force majeure.

24 Contractual Penalty

24.1 If the deadlines for completion are exceeded, the Contracting Party shall be entitled to demand a contractual penalty in the amount of 0.5 of one hundred per week, but not more than 5 of one hundred of the total contract price excluding the statutory value added tax.

24.2 The Contracting Party shall be entitled to claim the contractual penalty in addition to the performance.

24.3 If the Contractor can prove that it is only slightly at fault for a violation of the deadlines for completion or that only minor damage has occurred, the Contracting Party may waive the penalty.

24.4 Further claims and rights shall remain reserved.

25 Surrendering, Safekeeping

25.1 The Contractor shall return in full all documents or information received in connection with the contract as well as all image files and other information created in connection with the performance of the contract as well as any type of copies thereof to the Bundeskunsthalle at any time requested by the Bundeskunsthalle, at the latest within a period of one month after receipt of the remuneration agreed upon and invoiced for the performance of the contract. Excluded from this duty to surrender are documents and information that the Contractor needs to fulfil a mandatory legal obligation for safekeeping. Further excluded from the surrender obligation agreed in this clause is the Contractor's right to create and keep a backup copy of each work created within the scope of the contract. The Contractor is obliged to keep such a backup copy for a period of at least six months from the date of completed performance (calculated from the invoice date). An obligation to surrender such a backup copy shall only exist upon written request to that effect by the Bundeskunsthalle.

25.2 All documents made available to the Contractor by the Bundeskunsthalle, in particular, but not exclusively, characters, logos, merchandising items and ideas of any kind, are and shall always remain the property of the Bundeskunsthalle. The Bundeskunsthalle may demand their return at any time without stating the reasons.

25.3 A right of retention by the Contractor, regardless of the legal reasons, for documents and/or items in accordance with Number 25.2 shall be excluded.

26. Confidentiality / Data Protection

26.1 The contract parties may only undertake to communicate the contents of the contract to third parties if and to the extent necessary for the performance of the contract.

26.2 The provisions regarding the implementation documents (Section 3 of VOL/B [General Contract Conditions for the Implementation of Services, Part B]) shall remain unaffected.

26.3 Furthermore, the Contractor shall undertake to treat as confidential any data, documents or other – not generally accessible – information obtained from the Bundeskunsthalle in connection with its work.

26.4 The Contractor is prohibited from using the data, documents and information obtained for its own or third-party commercial purposes or for other Contracting Parties. Any deviating provisions shall require prior written agreement with the Bundeskunsthalle.

27. Advertising Materials

27.1 The Contractor may only refer to business transactions with the Bundeskunsthalle in advertising materials with the latter's express written consent.

28. Ineffectiveness

28.1 The invalidity of individual clauses or the valuations contained in clauses shall not affect the validity of the other clauses or the further valuations contained in these clauses, provided that a separation can be made in terms of content.

29. Place of Jurisdiction

29.1 The law of the Federal Republic of Germany shall apply. Correspondence with the Bundeskunsthalle must be in German.

29.2 The place of jurisdiction is Bonn.

29.3 The Contractor shall be notified in writing of any amendments to these GPC. If the Bundeskunsthalle communicates with the Contractor by electronic means, the changes may also be transmitted by such means if the method of transmission allows the Contractor to save or print the changes in legible form. They shall be deemed approved if the Contractor does not object in writing or by the agreed electronic means. The Bundeskunsthalle shall make special reference to this consequence when announcing the changes. The Contractor must send the objection to the Bundeskunsthalle within six weeks of notification of the changes.