

Conditions for Contracts

Concerning the Carrying out of Research and Development Work (R&D Work)

1. Remuneration

- 1.1 The remuneration (including the legal taxes, VAT) shall be paid by the client without deduction into the designated bank account of the "Kasse der Technischen Universität Berlin" within 30 days after the date of the relevant invoice, citing the payment reference as indicated in the invoice. 50% of the remuneration is payable at the beginning of the R&D work, the remaining sum is due after its completion.
- 1.2 In the event of any arrears in payment, the university is entitled according to § 288 I 1 of the German Civil Code (BGB) to charge penalty interest on such arrears, as well as to demand compensation from the client for any other provable damage caused. The legal penalty interest rate is 5% beyond the basis interest rate of the European Central Bank.

2. Rights of the Client to the R&D results

- 2.1 With payment in full of the remuneration, the university grants the client a nonexclusive, transferable and otherwise unrestricted license including the right to grant sublicenses to use copyrights and know-how including reports and other documents resulting out of the agreed R&D work. Should the R&D work result in any right suitable for industrial property protection, the parties of the contract shall reach additional agreement about the conditions of the rights to be granted to the client.

3. Warranty, liability

- 3.1 The university shall carry out the R&D work agreed upon with the care customary to it and to the best of its ability, on the basis the most recent state of science and technology. A warranty is not included. Claims because of default become time-barred after six months after expiration of the contract. This does not include defaults because of intention.
- 3.2 In the case of negligence, possible liability resulting from defaults in performance shall be limited to the amount of the remuneration to be paid to the university and in the case of violation of collateral duties laid down in the contract, the university shall be liable for up to three times the remuneration to be paid to the university, or to a maximum of € 250,000 if three times the remuneration exceeds this amount.
- 3.3 Except in cases of intent, there is no liability for loss of production or interruption of operation, lost profits or other consequential damages.

4. Sundries

- 4.1 Conditions of delivery and payment or terms of business of the client are part of the contract only if they have been explicitly agreed upon by written and certified conform by a legally entitled per-son of the university. Disclaimer of the written form, as well as disclaimer of this 4.1, Sentence 2, is only valid if agreed in writing.
- 4.2 The execution of the R&D Work is governed by the laws of the Federal Republic of Germany.
- 4.3 The Courts of Berlin shall have exclusive jurisdiction.