General Standard Terms and Conditions (GSTC)

Bundesanstalt für Geowissenschaften und Rohstoffe (Federal Institute for Geosciences and Natural Resources) (BGR)
for contracts of all types (with the exception of those with consumers)
according to the decree issued by the German Ministry of Economics and Labour dated 07.11.2003 – IX C 7 – 40 03 04/8

The BGR provides its products and services on the basis of the following General Standard Terms and Conditions (GSTC). When an order/contract is made, the GSTC valid at the time apply. Regulations which deviate from these GSTC shall only be accepted when confirmed in writing by the BGR.

Article 1
Remuneration

The latest version of the remuneration list of the BGR are an integral part of these GSTC. Copies can be requested from the BGR or accessed and downloaded direct from the internet from http://www.bgr.bund.de/agb.

(1) Remuneration for the provision of expert reports, expert opinions, consultation and information shall be based on the time involved.
(2) The remuneration laid down in the remuneration list shall be charged for investigations, measurements and laboratory work specified in the remuneration list as well as for analogous services.
(3) Special performances and uses, and the use of special equipment, shall be charged on the basis of special remuneration schedules.
(4) Expenses shall also be charged in addition to the remuneration.

Article 2
Mode of payment

(1) Bills are due within 14 days of receipt. Euro 3.00 shall be due for each out-of-court letter of reminder sent out for overdue payments, in addition to the legally stipulated interest on arrears (Article 288 BGB) and other damage caused by delayed performance.
(2) The provision of products and services can be made dependent on payment or provision of an advance payment.

Article 3
Right of use

The BGR is the owner of the rights of exploitation for software, digital data, and other products protected by copyright, as well as know-how.
Where no other regulations in respective legal rules are contrary (in particular the statutory order (GeoNutzV) to §§ 11, 14 Geodatenzugangsgesetz (GeoZG)), the following rights of use are valid:

(1) The contractual partner receives a simple right of use in accordance with Article 31 Para. 2 UrhG (Copyright Law) for the types of use defined in the following. The right to duplicate and present is also transferred. The rights which are not transferred include in particular the right to make accessible to the public, unless the contractual partner makes the aforementioned accessible to the public within the framework of an administrative procedure when acting as a participating authority in said administrative procedure.
(2) The contractual partner can reconfigure works or authorise a subcontractor to reconfigure the works. The contractual partner shall oblige the subcontractor to return or destroy the works which have been made available after completion of the contract.
(3) Publication or use of the works reconfigured by the contractual partner or reconfigured in its name, are forbidden unless the contractual partner makes the aforementioned accessible to the public for the purposes of an administrative procedure when acting as a participating authority in said administrative procedure.
(4) The works made available shall be quoted as follows:
"Data source: data set classification © Name of the Institute, place, year".
(5) All other use not expressly specified above, requires special written agreement with the contractual partner.

Article 4
Communication

(1) The BGR defines the communications channel and provision date of the services in so far as nothing to the contrary has been agreed in writing. Shipment shall be at the expense and risk of the contractual partner.

(2) The contractual partner shall implement suitable arrangements to exclude the possibility of unauthorised access by third parties to the communicated performances. It is obliged to protect passwords and access identifications from loss and misuse or access by third parties. The contractual partner releases the the BGR from the costs and claims of third parties arising from the violation of the aforementioned obligations.
(3) The contractual partner is obliged to check the goods for any obvious defects. Obvious defects include the absence of manuals, easily visible serious damage to the goods, an inadequate number of goods, or provision of the wrong goods. Complaints about such defects must be received by the BGR in writing within four weeks of receipt of the goods.
If the aforementioned obligation to check and obligatory complaints procedure are violated, the performance is accepted as authorised in consideration of the relevant defect.
(4) The BGR is authorised to undertake performances by successive instalments to a reasonable extent in so far as not agreed otherwise in writing.
(5) The place of performance is the headquarters of the BGR in so far as not agreed otherwise in writing.

Article 5
Reservation of ownership

The BGR reserves the right of ownership on material performances until full payment of the remuneration.

Article 6
Disclaimer of liability

(1) The BGR prepares software and data with due diligence. However, because of its nature, no guarantee can be accepted for the correctness, completeness, consistency and accuracy of these products. The BGR accepts no liability in particular for damage to the contractual partner or third parties arising from the installation of programs or the use of data.
(2) Any liability of the BGR for violations to its obligations as a result of minor negligence is excluded unless involving liability for damage arising from the violation of life, body or health, claims under product liability law, guarantees or material contractual obligations (so-called cardinal obligations). This provision also applies to the violation of obligations by persons employed by the BGR to perform an obligation.
(3) Claims against the BGR have a statutory limit of one year except when involving liability for damage arising from the violation of life, body or health, or liability for damages resulting from the violation of obligations by the BGR by intention or gross negligence, or claims under product liability law or guarantees, or liability for violation of cardinal obligations. This provision also applies to the violation of obligations by persons employed by the BGR to perform an obligation.

Article 7
Data protection

In so far as personal data is stored for the purposes of the contract, this shall take place within the legislative framework. Information which has not already been made public or is not already publicly accessible, shall be treated confidentially.

Article 8
Applicable law, place of jurisdiction

(1) German law applies exclusively and excludes UN Law on Sale of Goods (CISG) even when orders are received from abroad or performances are delivered abroad.
(2) The place of jurisdiction is Hannover.