

General Conditions for the tender of retired items

A General

1. The DAAD Regional Office Cairo sells retired items against highest bid.
2. The tender is published on the Regional Office's social media channels.
3. The tender is addressed to individuals and organizations. The identity of the bidder must be sufficiently proven at the time of bidding. (i. e. National ID, Trade Register).
4. The DAAD Regional Office Cairo tenders are non-binding and do not represent binding contract applications in the legal sense, but see themselves as an invitation to the bidders to submit binding contract proposals ("bids").

B Notes on bidding

5. The items offered are being retired because they are outdated or no longer functional. Repairs and replacements may be necessary to restore functionality or completeness. For this reason, the buyer must inspect the items before placing a bid. (see section G "Warranty").
6. Bids must be submitted to the DAAD Regional Office in a sealed envelope latest at the bid deadline.
7. The bid currency is EGP.
8. The bidder's name and email must be written on the outside of the envelope and on the bid inside the envelope.
9. Bids can only be withdrawn in the period before the bid deadline. After the bid deadline, the bidder is bound to his bid.
10. The bidder who has been awarded the contract will be notified within 2 days. The sale price will be communicated to the other bidders after the sale has been completed.

C Purchase contract

11. Bids made by a bidder are binding contract applications. The purchase contract with a bidder is concluded when the bid is accepted. In principle, the bid will be accepted based on the highest bid available at that point in time. The highest bidder is not entitled to an award.
12. Taxes, if applicable, shall be borne by the purchaser.

D Payment

13. Payment of the purchase price must be received in full in the bank account of the DAAD Regional Office Cairo within 5 days of the award date, unless other dates are specified in the invitation to tender.
14. Payments may not be made in cash.



E Transfer of goods

15. The items are sold from the location of the DAAD Regional Office in Zamalek, Cairo. The buyer must provide the workers and equipment required for loading and transport.
16. The Buyer is obliged to collect the purchased goods within two weeks from the date of award, unless different deadlines are specified in the tender. This collection obligation is part of the Buyer's main performance obligations. The purchaser must arrange the collection date with the DAAD Regional Office beforehand.
17. With the handover of the items, the risk of deterioration or loss of the goods passes to the buyer.

F Retention of title

18. Ownership of the items is transferred to the buyer only after full payment and handover.

G Warranty

19. The offered items are retired. Due to the ignorance of the actual condition of the items, the DAAD REGIONAL OFFICE CAIRO does not assume any guarantees for the type, quantity, quality, condition, usability, functionality, eligibility for approval, freedom from accidents and absence of defects.
20. References to the type, condition or composition of the items as well as indications of quantity in the case of offers en-bloc are non-binding. Information, details or assurances are only binding if they are reconfirmed in writing by the DAAD Regional Office Cairo.
21. The sale of the items is made under exclusion of any warranty.
22. Compliance with safety, licensing and environmental protection regulations and obtaining operating permits are the responsibility of the buyer.

H Liability

23. The liability of the DAAD Regional Office Cairo due to culpable injury to life, body or health as well as the lack of a guaranteed quality or fraudulent concealment of a material defect is governed by the statutory provisions.
24. In all other respects DAAD REGIONAL OFFICE CAIRO is liable for intent and gross negligence of its legal representatives and vicarious agents.
25. Further liability claims against the DAAD Regional Office Cairo do not exist. Should a liability of the DAAD Regional Office Cairo exist on the merits, the liability of the DAAD Regional Office Cairo is limited to the amount of the purchase price.

I Delay in Payment and Handover

26. In the event of a default in payment, DAAD REGIONAL OFFICE CAIRO can, after setting a deadline, sell the goods on the open market or otherwise use/dispose of them and charge the buyer for the costs and damage caused by the delay.
27. In the event of default in acceptance, the DAAD Regional Office is entitled to charge default costs in the amount of the storage fees customary for freight forwarders and/or to have the goods removed and stored elsewhere at the expense and risk of the buyer. In addition, after



setting a deadline, it can sell the goods privately or otherwise use/dispose of them and charge the buyer for the costs and damage caused by delay.

J Place of performance, place of jurisdiction and applicable law

28. Place of performance for all payments and place of jurisdiction for all disputes is Cairo, Egypt. Egyptian law shall apply exclusively. These General Terms and Conditions shall remain binding in their remaining parts even if individual provisions are invalid.