Federal Ministry of the Interior and Community

Terms of use

for the Online Access Act-compliant Invoice Submission Portal (OZG-RE)

Last updated: 07 January 2022

1. Scope of application

As the operator of the federal invoice submission portal which complies with the Online Access Act (OZG-konforme Rechnungseingangsplattform, hereinafter referred to as "the OZG-RE"), the Federal Republic of Germany (hereinafter referred to as "the operator") provides an online service to parties issuing and sending invoices (hereinafter referred to as "the user") via the technical service provider Bundesdruckerei GmbH (bdr). The OZG-RE allows the user to create or upload electronic invoices and send them to the invoice recipient. By creating a user account, the user enters into a contract with the operator governing the use of the OZG-RE.

The following terms of use apply to all services offered to the user as part of the OZG-RE.

2. Definitions

Definitions of terms as set out in the Ordinance on Electronic Invoicing in Federal Public Procurement (E-Rechnungs-Verordnung, E-RechV, hereinafter referred to as the "E-Invoicing Ordinance"), which was adopted on 4 April 2017 as a result of the Act to Implement EU Directive 2014/55/EU on electronic invoicing in public procurement, shall apply. These definitions apply in particular to the terms "invoice", "electronic invoice", "invoice issuer" "invoice recipient" and "invoice sender". The E-Invoicing Ordinance governs the organisation of Germany's federal electronic invoicing system.

The E-Invoicing Ordinance can be found online [here](#) (German only).

3. Details of the responsible bodies

a) Publisher of the terms of use

The Federal Republic of Germany, represented by

the Federal Ministry of the Interior and Community (BMI)

Alt-Moabit 140
10557 Berlin

Tel.: 030 / 18 681-0
Fax: 030 / 18 681-12926
E-Mail: poststelle@bmi.bund.de

b) Technical service provider

Bundesdruckerei GmbH (bdr)

Kommandantenstr. 18
10969 Berlin
Deutschland

E-Mail: sendersupport-xrechnung@bdr.de

c) Data protection officer

Data Protection Officer for the Federal Ministry of the Interior and Community (BMI)

Alt-Moabit 140
10557 Berlin

Tel.: 030 / 18 681-0
E-Mail: bds@bmi.bund.de

4. Object and scope services

Using the services of the OZG-RE, the user can create and/or upload electronic invoices in order to make them available to the invoice recipient. While creating an electronic invoice, the user has the option to save a draft version of the invoice and continue creating it at a later time. After the creation of the electronic invoice has been completed, its validity and the validity of any attached supporting documents are checked by the OZG-RE. This validation process includes a virus scan and checking of formal correctness (e.g. of invoice format, size restrictions and completion of all required fields; see section 7 for more information). If the electronic invoice is found to be valid, it is then submitted to the invoice recipient for a final invoice check. For the entire process from the time of creation or upload to the final checking of the electronic invoice, the OZG-RE allows the user to track the status of electronic invoices. The status of an invoice in the OZG-RE can be one of the following:

"Processing", "Pending data entry", "Delivered", "Received", "Rejected", "Deleted", "Invalid document" and "Rejected – technical issue".

If an invoice was marked "Delivered" 28 days ago, or if there has been no change in status for 28 days, all data from documents, dashboards, logs, and from the database, including all personal data, are deleted from the metadata.

The services provided by the OZG-RE are limited to the creation or uploading of electronic invoices for recipients. It is the sole responsibility of the invoice recipient to collect electronic invoices from the OZG-RE, to check their arithmetic and factual correctness, and to pay them.

5. Creating a company account (user account)

The OZG-RE website gives users the option of registering with the portal. This registration results in the creation of a company account and at least one associated user account. Additional user accounts can be added to the same company account. The user of this account automatically becomes the administrator of the company account. Registration should therefore be carried out by a responsible contact person within the company. The administrator can add more user accounts to the company account.

The following data are required to create a company account. User data and company data are entered at the same point in the process:

- Company
- Language
- Country
- VAT ID number and/or tax number

To create a user account, the following data are required. These data must relate to a natural person of full legal capacity:

- First and last name
- Language
- Email address
- Password

6. Setting up input channels (invoice transmission methods

After registration, in the web interface of the OZG-RE, the user initially has browser-based access to their user account by default, which they can use to manually create, send and upload electronic invoices. In addition, electronic invoices can be sent using email as a transmission method. To do this, the sender selects the email address provided in the OZG-RE for the recipient user account in question.

How to send e-invoices via Peppol:

1. Using an existing Peppol service provider (subject to a fee)

V In order to use the Peppol invoice submission method, you need to have a Peppol account with a Peppol provider. Each Peppol account has its own Peppol participant ID. If you do not have a Peppol account, you can set one up with the help of an external Peppol provider.

This will allow you to submit (send) XRechnung invoices from the Peppol network via your Peppol provider.

In order for the XRechnung invoice to be properly addressed, the buyer reference (Leitweg-ID) of the invoice recipient must be entered both in the recipient's Peppol participant ID and in the required field (BT-10) of the XRechnung.

XRechnung invoices submitted via Peppol appear on the page which shows the status of submitted invoices.

2. Using the federal Peppol web service (which is free of charge)

When using the OZG-RE, the invoice sender has the option to send XRechnung invoices via the federal Peppol web service (Peppol des Bundes).

To use the federal web service you need appropriate software; or alternatively you can use the command-line tool cURL in the Windows Command Prompt.

Please note: To send XRechnung invoices via the federal web service, please use the Peppol participant ID prefix "0204", as the prefix "9958" is no longer accepted.

3. Using your own membership of OpenPeppol (subject to a fee) and setting up your own Peppol access point

To use this method you need to be a member of OpenPeppol and pay an annual membership fee. Depending on your type of membership, you may be able to create your own access point and use it to deliver your invoices. More information is available on the OpenPeppol website.

Please note that the aforementioned transmission methods are subject to change due to a review of the OZG-RE in accordance with section 10 of the E-Invoicing Ordinance.

7. Valid file formats and size restrictions

a) Electronic invoice formats

i. XRechnung standard

Section 4 of the E-Invoicing Ordinance sets out the requirements for the invoice data model, and states that electronic invoices should comply with the current version of the XRechnung standard or European standard EN 16931-1-2017.

The XRechnung standard was drawn up by the Coordination Office for IT Standards (KoSIT) on behalf of the IT Planning Council. The current version of the XRechnung standard is available here (German only).

The European Standard on Electronic Invoicing EN 16931-1-2017 was published by the European Committee for Standardization (CEN) on 28 June 2017.

Electronic invoices to be sent are verified for compliance with the XRechnung standard or European standard EN 16931-1-2017 for electronic invoices. This is done using schema and schematron validation that meets the specifications of the respective standard.

Electronic invoices must also contain information required under section 5 of the E-Invoicing Ordinance. This information must be contained in the following XRechnung fields or fields of the European standard EN 16931-1-2017:

Information required under section 5 of the federal E-Invoicing Ordinance	XRechnung fields or European standard fields
Buyer reference (Leitweg-ID) of the invoice recipient*	BT-10
User's bank details	For credit transfer: BG-17 (BT-84 to BT-86) For direct debit**: BG-19 (BT-89 to 91)
Terms of payment	BT-20 or BT-9
User's email address	BT-43
Seller identifier (if known)	BT-29
Purchase order reference (if known)	BT-13

BT = Business Term or information element

BG = Business Group or group of information elements

* Further information on the buyer reference (Leitweg-ID) is available at https://www.xoev.de/ (German only) or from the invoice recipient.

** Only with SEPA Direct Debit mandate

ii. Other invoice formats besides the XRechnung standard

Invoice formats other than the XRechnung standard that meet the European standard EN 16931-1-2017 and the requirements of the federal E-Invoicing Ordinance are also accepted, as long as the Bundesdruckerei (bdr) has successfully verified the technical compatibility of these invoice formats and a final application specification for these invoice data models has been made available to the bdr. Please note that the final application specification must be completed and fully documented. The following requirements must also be met:

- Electronic invoices must be submitted in the form of a machine-readable XML data set, i.e. not in PDF format

- Supporting documents must be embedded as binary objects in the machine-readable XML of their respective electronic invoices

- Electronic invoices must be validated by the current verification tool provided by the Coordination Office for IT Standards (KoSIT) (a tool provided by KoSIT which checks the formal correctness of electronic invoices received).

b) Format of supporting documents and size restrictions for electronic invoices and supporting documents

The format regulations for supporting documents and size restrictions for electronic invoices and their supporting documents can be found in the Technical Details document [here](#) (German only).

Supporting documents can be added to invoices via links (these could be URL links to downloadable resources or links to embedded documents). The user must request information on the requirements for links from the invoice recipient. If an invoice recipient cannot open a link, the invoice recipient can reject the invoice because it is not possible to check the invoice.

The provisions set out in this section (section 7) must be met in order for the invoice to be submitted for collection to the invoice recipient via the OZG-RE.

8. Technical requirements to be met by the user

Other technical requirements that the user must meet in order to use the services of the OZG-RE are provided under "Technical details for the OZG-RE terms of use" (section 18 of this document).

9. Electronic invoices received

An electronic invoice is considered to have been received by the invoice recipient as soon as it shows the status "Delivered". This is the case when the invoice has been received by the OZG-RE and has successfully undergone the validation checks outlined above. Successful validation checks depend on fulfilling the requirements for formats and size restrictions for electronic invoices and supporting documents (see section 8). The OZG-RE allows the user to track the status of electronic invoices via log data in the portal's web service.

After 28 days, all data from documents, logs, and from the database, including all personal data, are deleted from the metadata. Data required for producing monthly and quarterly reports, on the other hand, are deleted from the metadata after 100 days. These data required for reporting purposes include the name of the organisation, the buyer reference (Leitweg-ID), the status of the document, the date of status changes, the transmission method, etc. No personal data are stored in the metadata used for reporting purposes.

10. Times of use

The OZG-RE is available for use 24 hours a day, seven days a week. Please note that response times may be slower or the website may be temporarily unavailable between the hours of 18:00 and 08:00 each day due to maintenance work.

11. Support

The user can address any technical questions to the OZG-RE help desk

by email: sendersupport-xrechnung@bdr.de

or by telephone: +49 (0) 30 2598 4436.

12. Fees

Use of the OZG-RE is free of charge. Costs incurred by the user for accessing the OZG-RE, especially for the provision, connection and operation of the necessary software and hardware as well as for internet use, will not be reimbursed to the user by the bodies responsible (website provider and technical service provider) for the OZG-RE.

13. Data protection

The data protection notice for the OZG-RE can be found here. The data protection notice is not part of these terms of use.

14.   Duty of care

a) Responsibility for determining protection requirements

A protection requirements analysis was carried out for the personal data included in invoices, and the OZG-RE was designed accordingly.

Invoices that contain classified information as specified in section 4 (2) numbers 1 to 4 of the Security Clearance Check Act may not be submitted via the OZG-RE. The same applies to invoices that contain certain categories of personal data as specified in Article 4 (13), (14), (15) of the GDPR or Article 9 (1) of the GDPR, or "social data" as defined in section 67 (2) of Book X of the Social Code (Sozialgesetzbuch, SGB).

In principle, it is possible to submit such sensitive invoice data (for instance in the supporting documents) separately from the invoice itself, without using the OZG-RE. (See also the additional information on BG-24 in the XRechnung standard.) Such solutions and alternatives to the transfer of invoices containing classified information or personal data of the kinds specified Article 4 (13), (14), (15) of the GDPR or in Article 9 (1) of the GDPR should be arranged with the invoice recipient. The user is responsible for adhering to these provisions.

b) Responsibility for login information

The user is responsible for ensuring that no third party gains unauthorised access to their password or user account. User accounts are not transferable to third parties.

c) Virus-free documents

It is the user's responsibility to scan any files for viruses prior to submission and to send only virus-free files to the OZG-RE. Electronic invoices containing a virus will be deleted as part of the validation check.

15.   Termination of use

The user may terminate their use of the OZG-RE at any time without stating a reason. Temporary suspension or permanent termination of the user's access by the operator requires a formal explanation of just cause for this. Just cause is deemed to exist in particular if there is reasonable grounds to believe that the user is not adequately complying with the duty to ensure that no unauthorised third party gains access to their password or user account (see section 5).

A user account will be suspended after one year of inactivity and the user will be notified accordingly via email. The user will then be granted the option of lifting the suspension within a period of 30 days. If the user does not lift their suspension within this period, they will be removed entirely from the OZG-RE. Regardless of this, the user can re-register at a later date.

16. No guarantee; disclaimer

a) No guarantee

The operator does not guarantee that the services of the OZG-RE will be available at all times. The operator aims to ensure that submitted, validated electronic invoices are made available for collection by the invoice recipient as soon as possible. The user can find detailed information regarding the status of submitted invoices in their user account

b) Disclaimer

    i. The user is not entitled to any claims for damages. This does not apply to claims for damages by the user resulting from injury to life, body or health or from the violation of material contractual obligations, or to liability for other damage arising from an intentional or grossly negligent breach of duty by the operator, a legal representative of the operator or an agent used to perform an obligation of the operator. Material contractual obligations are those which are essential to the performance of the contract.

    ii. In case of ordinary negligence of a material contractual obligation, the operator is only liable for damages that are typical for the contract and foreseeable. The exceptions to the aforementioned are claims to damages by the user resulting from injury to life, body and health.

    iii. The restrictions set out in paragraphs ii and iii also apply in favour of the operator's legal representatives and agents in cases where claims are made directly against them.

c) Legal requirements for invoices

The operator is not liable for tax and legal compliance of electronic invoices transmitted using the OZG-RE; this is the duty of the user. Furthermore, the operator is not responsible for ensuring compliance with retention periods required under commercial and tax law.

17. Final provisions

a) The laws of the Federal Republic of Germany apply, except in areas where provisions of private international law apply.

b) The place of performance for all services is Berlin. The place of jurisdiction for all disputes arising from this contract is Berlin. The operator reserves the right to bring an action against the user at another competent court. This jurisdiction clause is only valid if the user is a trader, a legal person under public law or a special fund under public law.

c) Should individual provisions of these terms of use become completely or partially invalid, this will not affect the validity of the remaining provisions. The completely or partially invalid provision should then be replaced by another provision whose objective comes as close as possible to the objective of the invalid provision.

d) Amendments, additions and the cancellation of contracts must be done in writing. The same applies to any amendment to the requirement that this be done in writing.

e) The operator must inform the user in writing of any amendments to these terms of use. Such amendments are deemed to be approved by the user if the user does not lodge an objection to the validity of the new terms of use within six weeks of receipt of notice.

18. Technical details for the OZG-RE terms of use

a) Size restriction

i. General

Depending on the transmission method used, restrictions apply to the file size of electronic invoices and to the number and size of supporting documents submitted. The invoice will be processed if the permitted file size is not exceeded.

ii. Web submission

Supporting documents attached to an electronic invoice using the web submission method may not exceed the maximum file size of 15 MB. The number of attached supporting documents is limited to 200.

iii. Upload

The file size for electronic invoices submitted via upload may not exceed 15 MB, including supporting documents. The number of attached supporting documents is limited to 200.

Please note: Using the upload method, only one file (invoice in XML format) can be uploaded at a time. If a file type other than XML is uploaded, it will be rejected by the system.

iv. E-Mail

The file size of electronic invoices submitted via email may not exceed 15 MB, including supporting documents. The number of attached supporting documents is limited to 200. Please also note that any text in the body of the email will be ignored.

Please note: Each email may only contain one attachment (invoice in XML format). Emails containing more than one attachment will be rejected and deleted.

v. PEPPOL

The file size of electronic invoices submitted via Peppol may not exceed 15 MB, including supporting documents. The number of attached supporting documents is limited to 200.

- You may use the federal Peppol web service (Peppol des Bundes, which is free of charge)
- You may use your own membership of OpenPeppol (subject to a fee) and set up your own Peppol access point
- You may use an existing Peppol service provider (subject to a fee)

b) Accepted file formats for supporting documents

Supporting documents can be embedded in electronic invoices in the following file formats:

- PDF files

- Image files (PNG, JPEG, JPG)

- Text files (CSV)

- Excel sheets (XLSX)

- OpenDocument Spreadsheets (ODS)

When using the XRechnung standard version 2.0.0, which includes an extension, the following format can also be used:

- XML files (XML)

c) Browser

The web interface is designed for display in the following browsers:

- Firefox
- Chrome

d) Accessibility

The OZG-RE accessibility statement can be found here: [Accessibility statement](#)