I. General Terms and Conditions of TÜV Rheinland DIN CERTCO GmbH

(Version: 1st May 2020)

1 Scope

(1) The following General Terms and Conditions (“GTC”) of TÜV Rheinland DIN CERTCO GmbH (hereinafter, “TÜV”) apply to all services provided by TÜV and the client, including the ancillary services and other ancillary obligations provided within the framework of the execution of the commission, whenever directly or indirectly referred to as “services”. In addition and overriding to these General Terms and Conditions, the Special Terms and Conditions and the Test- and Registration- and Certification Regulations shall apply.

(2) Both consumers and entrepreneurs may be clients within the meaning of these GTC.

(3) A consumer is any natural person who concludes a legal transaction with TÜV for purposes which can predominantly not be attributed to his commercial or self-employed professional activity. (§ 13 BGB).

(4) An entrepreneur is a natural or legal person or partnership with the legal capacity who is in a legal transaction with TÜV, acts in the exercise of its commercial or self-employed professional activity (§ 14 BGB). Legal entities under public law and special funds under public law shall also be considered entrepreneurs within the meaning of these conditions.

(5) If the client is a consumer, the “Special Terms and Conditions and the Special Terms and Conditions”.

(6) Conflicting or deviating terms and conditions of the client do not apply and are hereby excluded. General terms and conditions of the client shall not become part of the contract even if TÜV does not expressly object to them or ac-
cies payment or the case of binding reservation or per-
forms the services without reservation.

(7) In the context of an ongoing business relationship with en-
trepreneurs, these GTC and the Special Terms and Con-
ditions shall also apply to future contracts with these en-
trepreneurs without TÜV having to refer to them sepa-
rate in each individual case.

(8) Insofar as these GTC or the Special Terms and Conditions refer to the term “accreditation body”, this also includes authorisation and recognition organisations; the terms “accreditation specifications”, “accreditation require-
ments” and “accreditation procedures” apply accordingly to the specifications, requirements and procedures of the authorisation and recognition organisations.

(9) Insofar as these GTC or the Special Terms and Conditions refer to a written form requirement, written form within the meaning of § 126b BGB is sufficient to observe the written form requirement.

(10) Individual agreements made with the client in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, a written contract or written confirmation from TÜV is authoritative for the content of such agreements.

2 Quotations and conclusion of contract; term of con-

(1) The contract is concluded by signing of the completed, signed and stamped application form from TÜV or a se-
ppecific contract document by both contracting parties or by TÜV providing the services requested by the client com-
missions TÜV to perform. A letter order from TÜV, TÜV is enti-
tied, at its sole discretion, to accept the order by a written declaration of acceptance or by rendering the services or-
performing the services.

(2) Insofar as a certain term of the contract has been agreed upon, this shall be based on what has been agreed in the offer of TÜV or in the contract. An agreed term shall be extended by four (4) calendar weeks in the case in which the contract is not terminated in writing by one of the contracting parties three (3) months prior to its ex-
piration date.

3 Service Provision and scope of services

(1) Scope and type of services to be provided by TÜV are specified in the contractually agreed service description of TÜV. If no separate service description of TÜV is availa-
bile, the last offer of TÜV is decisive for the services to be provided. The client is informed on changes to the service description in writing. Unless otherwise agreed, service descriptions are in the service description e.g. checking the correctness and functionality of parts, prod-
ucts, processes, installations, organisations not listed in the service description, as well as the intended use and application of such are not owed. In particular, no respon-
sibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or plant, unless this is expressly stated in the or-
der.

(2) TÜV is entitled to determine the method of service provi-
sion including examinations or tests carried out at its own discretion if not otherwise agreed in writing or mandatory regulations require it. A partial performance is possible.

(3) If mandatory legal regulations and standards or official re-
quirements for the agreed services change after conclu-
sion of the contract, TÜV shall be entitled to addi-
tional re-

(4) Unless contractually agreed, when testing, TÜV does not guarantee the accuracy of the safety programs or safety regulations on which the tests are based, which have been made available to TÜV.

(5) The services owed under the contract are agreed exclu-
sively with the client. A contact of third parties with the ser-
\text{\textit{vice}}s of TÜV, as well as making available of and justifying confidence in proofs by third parties pursuant to public law shall also be considered entrepreneurs within the mean-
ing of these conditions.

(6) The parties shall not include any third parties in the scope of protection of the contract, unless the parties have ex-
based agreed to such inclusion in writing, naming the third party.

4 Performance periods/dates

(1) The performance periods and dates specified in the con-
tract are non-binding, unless the performance periods and dates are expressly marked as binding in the contract.

(2) If performance is delayed, the client may only withdraw from the contract in accordance with the statutory provi-
sions if TÜV is responsible for the delay in performance. Any statutory rights of termination according to § 684 f. BGB remain unaffected. TÜV is not responsible for a delay in performance if the client has not fulfilled his duties to cooperate in accordance with clause 5.1 or has not done so not in time and, in particular, has not provided TÜV with all documents and information required for the performance of the service specified in the contract.

(3) If TÜV’s performance is delayed due to unforeseeable cir-
cumstances such as strikes, business disruptions, gov-
emmental regulations, transport obstacles, etc., TÜV is entitled to postpone performance for a reasonable period of time which corresponds at least to the duration of the hindrance plus any time period which may be required to resume performance.

(4) If the client is obliged to comply with legal, officially pre-
scribed and/or by the accreditor prescribed deadlines, it is the client’s responsibility to agree on performance dates with TÜV, which services are subject to cooperation with the legal and/or officially prescribed deadlines. TÜV assumes no responsibility in this respect.

5 Cooperation obligation of the client

(1) The client shall carry out or provide all necessary cooper-
ation and/or provisions, in particular the cooperation and/or provisions specified in Part 2 (Special Terms and Con-
ditions) and shall provide information which enable TÜV to render the contractual services in conformity with the contract. The client is responsible for ensuring that all necessary cooperation actions, provisions and infor-
mation on his part, his vicarious agents or other third par-
ties are provided in good time and free of charge for TÜV.

(2) All cooperation, provisions and information mentioned un-
der item 5.1 must comply with the relevant statutory regu-
lations, standards, safety regulations and accident pre-
vention regulations.

(3) The client shall bear any additional costs incurred as a re-
\text{\textit{sult}} of services having to be repeated or 

(4) In the event of default, TÜV is entitled to charge default in-
terest at the statutory rate. TÜV reserves the right to claim further damages.

(5) If the client is in default with the payment of the invoice, TÜV is entitled to withdraw from the contract with the client after expiry of a reasonable period of grace and a with-
drawal notice already issued shall be concluded. In each case of notice of registration or test mark, to demand back work re-
sults, such as test reports, and to declare declarations of conformity invalid b) to terminate the contract without no-
tice in the event that the contract is a continuing obligation or a contract with an agreed term.

(6) Insofar as the TÜV becomes aware of circumstances after conclusion of the contract from which insolvency or other significant deterioration of the client’s financial circum-
stances occurs or threatens to occur and the fulfilment of the contractual obligations is thereby endangered, TÜV is entitled to refuse the corresponding services under the contract. The right to refuse performance shall cease to apply if the client effects the contractual obligations or pro-
vides security in the amount of the endangered payment claim. If the client does not provide the services owed or ade-
quate security within a reasonable period of time, TÜV is entitled to terminate the contract while maintaining its claims for compensation.

(7) Objections regarding TÜV’s invoices must be made in writing within 2 weeks of receipt of the invoice. TÜV will make special reference to the aforementioned deadline in its invoices.

(8) TÜV is entitled to demand an appropriate advance pay-
ment, insofar as this is reasonable for the client taking into 

(9) Only legally established or undisputed claims may be off-
set against claims of TÜV. This limitation of set off does not apply if the claims and counterclaims of TÜV and the client are based on the same legal relationship. The same 

(10) In the case of agreed contractual services or if acceptance of the work has been contractually agreed, the client is obliged to accept immediately after notification of comple-
tion, even in the case of partial performance or completion of self-contained parts. The costs of acceptance shall be borne by the client.

(11) If the client does not meet his acceptance obligation with-
out delay, acceptance shall be deemed to have taken place four (4) calendar weeks after the performance of the service or a contract with an agreed term. TÜV is entitled to demand down payments upon receipt of the invoice.

(12) The client is not entitled to refuse acceptance due to in-
significant defects.

9 Confidentiality

(1) “Confidential Information” means all information, docu-
mments, pictures, drawings, know-how, data, samples and project documents handed over by one party (“Disclosing Party”) to the other party (“Receiving Party”) or otherwise
disclosed from the beginning of the contract. This also in- cludes copies of this information in paper and electronic form. When proven, this also applies to other natural or legal persons if the nature of the item or the defect or other circumstances in particular indicate otherwise.

(3) The notification of defects by the client must be in writing.

(4) The client's claims for defects regulated in this section 11 shall become statute-barred within one (1) year from the beginning of the statutory limitation period, a correspond- ing exclusion period within the meaning of para. 218 BGB (German Civil Code) shall be applied in the case of a defect. Notwithstanding the foregoing, the statutory limitation period shall apply a) in respect of all claims and rights of the client in connection with a defect, b) in the event of fraudulent concealment of the defect or b) in the event of claims for dam- ages in the event of injury to life, body or health, claims against the Product Liability Act as well as grossly negligent or intentional breaches of duty.

(5) Apart from the claims mentioned in section 11, the client is not entitled to any further claims and rights due to de- fects in the event of damage resulting from or in connection with reimbursement of expenses. Liability for damages and reim- bursement of expenses is governed by section 12 of these Terms and Conditions.

12 Damages and Reimbursement of Expenses

(1) TÜV is not liable for damages or reimbursement of ex- penses in whatever legal grounds - in particular due to defects, breach of duties arising from the contractual relation- ship or tort. This applies in particular, but not exclus- ively, to claims for damages due to loss of sales or profits, financing costs as well as damages as a result of business interruption or loss of production.

(2) This exclusion of liability according to section 12.1 does not affect damages for injury to life, body or health, as provided for in the Product Liability Act. TÜV's liability in connection with legal provisions of the Product Liability Act is limited to the foreseeable damage typical for the contract.

(3) Insofar as TÜV is not liable for intent or gross negligence, injury to life, body or health, for guaranteed quality char- acteristics or under the Product Liability Act, TÜV's liability in connection with legal provisions of the Product Liability Act is limited to the foreseeable damage typical for the contract.

(4) Insofar as liability under this section 12 is excluded or lim- ited, TÜV shall only be liable to the extent that the personal liability of the em- ployees, representatives, organs and other employees of TÜV and its assistant and vicarious agents.

(5) The limitation periods for claims for damages and reim- bursement of expenses shall be governed by legal provi- sions.
II. Special Terms of Business of DIN CERTCO GmbH

The following regulations apply in addition to the general terms and conditions of TÜV Rheinland DIN CERTCO GmbH and take precedence over these in case of contradictions.

1 General
(1) DIN CERTCO offers test services, certifications, registrations, as well as recognition services. This services are certified in the form of a certificate, notice of registration, recognition certificate (called a licence) and test reports.

(2) These Terms & Conditions of Business are deemed to have been agreed as binding when the application is submitted. The current versions of all the required documents are written down for example in certification schemes and are published online at www.din-certco.de or are available from DIN CERTCO on request.

2 Application and service processing
DIN CERTCO shall decide whether or not to award a licence on the basis of its assessment of the complete application documents. A licence shall be issued for a service in the client’s name or in the certificate holder’s name after successful conformity assessment.

3 Payment Terms
(1) Unless otherwise expressly agreed, the customer shall acknowledge the fees set by DIN CERTCO in accordance with the respective schedule of fees in the latest version, which can be found on the Website www.dincertco.de or the respective product sites.

(2) If a procedure is aborted, an administrative fee amounting to the costs incurred, albeit at least amounting to 3 fee units, shall be charged.

4 Termination
Termination by the customer must be reported to DIN CERTCO in writing with notice of one month to the end of each calendar year.

5 Acceptance
In amendment to clause 8 of the General Terms and Conditions, the following regulation applies to contracts between DIN CERTCO and the client:

(1) If an acceptance is excluded according to the nature of the work performed by DIN CERTCO, the completion of work shall be deemed as an acceptance.

(2) If acceptance is required in individual cases or is contractually agreed, this is deemed to have taken place two (2) weeks after completion and handover of the work, unless the client refuses acceptance within this period stating at least one defect.