

§ 1 / Scope of application

1 These GTC apply between DEKRA Certification GmbH ("DEKRA") and its customer. Conflicting or deviating terms and conditions of the customer shall not be recognized. These GTC shall also apply in their currently valid version to follow-up orders and to ongoing business relationships.

2 DEKRA shall provide its services exclusively for the customer. Third parties shall only be included in the scope of protection/services if this has been expressly contractually agreed.

§ 2 / Client obligations

If an agreed date for the execution of the order has to be postponed for a reason for which the customer is responsible, DEKRA shall be entitled to reasonable compensation in accordance with Section 642 BGB. The amount of compensation is usually calculated from the order value (in relation to the affected date) minus saved expenses and is due as follows:

- If the appointment is canceled no later than 14 calendar days before the already agreed date, 20 percent of the order value minus saved expenses will be charged.
- If the deadline is canceled no later than 5 calendar days before the agreed deadline, 50 percent of the order value minus saved expenses will be charged.
- If the appointment is canceled less than five calendar days before the already agreed date, the full order value minus saved expenses will be charged.

In any such case, the client shall be entitled to prove that no or less damage has been incurred.

§ 3 / Data use/protection

DEKRA stores, processes and uses the customer's personal data for the purpose of proper order fulfillment. DEKRA guarantees compliance with the requirements of the European General Data Regulation Protection (GDPR) and the German Data Protection Act Federal (BDSG).

§ 4 / Terms of payment

1. Unless otherwise agreed, the remuneration is net, plus the statutory value added tax at the applicable amount.

2. The remuneration shall be regulated in the offer or in the order confirmation. If this is not the case, the DEKRA price list valid at the time shall apply insofar as it is known or should be known to the customer, otherwise the usual remuneration shall be deemed agreed.

3 DEKRA shall be entitled to increase prices at the beginning of a certification cycle in the event of increased overheads and/or procurement costs. This shall be done by written notification, which must be sent in text form no later than one month after the start of the respective certification cycle.

If the total impact of the cost-based adjustment in this paragraph exceeds 5% per contract year, the customer is entitled to terminate the contract with two weeks' notice after receiving the notification, effective at the end of the amendment period.

If the contract is not terminated thereafter, the amended prices will be deemed agreed upon after the amendment period has expired.

An index-based adjustment pursuant to § 5 remains unaffected and is not included in the calculation of the 5% threshold.

4. Invoices shall become due for payment upon receipt by the debtor.

5. Offsetting with non-synallagmatic (mutual) counterclaims is excluded unless these are undisputed or have been legally established. The same applies to a right of retention of the client with regard to the remuneration to be paid.

6. DEKRA shall be entitled to demand advance payments against the provision of security in the corresponding amount. Advance payments for partial services rendered may be demanded.

§ 5 / Price adjustments

At the beginning of each calendar year of the contract term (starting with the second calendar year), the agreed net remuneration rates change in proportion to the development of the producer price index for services of the Federal Statistical Office for the respective previous calendar year.

The time at which the relevant service of the respective service item was provided in full shall be decisive for determining the applicable flat-rate remuneration rate. In the case of remuneration based on time and material/unit prices, the amended remuneration shall only be charged for the time and material/units provided during the period in which the amended remuneration applies.

§ 6 / Termination of the contract

1. The contract may be terminated by either party in text form at any time for good cause. A valid reason exists if, taking into account all the circumstances of the individual case and weighing the interests of both parties, it is unreasonable to expect one party to continue the contract until the agreed termination date.

DEKRA is entitled to terminate the contract for good cause in particular if

- performance of the contractually owed service is disrupted for more than a total of three months for reasons for which DEKRA is not responsible;
- the customer unlawfully attempts to falsify or influence the outcome of the contract or to impair the independence, impartiality, or integrity of the service provision;
- insolvency proceedings are opened against the client's assets or such proceedings are rejected for lack of assets, the customer generally suspends payments, or the customer's financial situation deteriorates significantly;
- the customer has not paid a due invoice within a reasonable period despite a reminder;
- the customer breaches essential obligations to cooperate, provide information, or tolerate certain actions and fails to remedy this breach even after a reasonable period of time has been set;
- other important reasons agreed upon in the contract or recognized by law exist.

2. In the event of termination of the contract for good cause on the part of DEKRA, in the event of impossibility of performance resulting from the customer's sphere of risk/responsibility and in the event of termination without notice on the part of the customer, DEKRA shall retain the claim to remuneration for the services rendered up to that point. With regard to services not yet provided by DEKRA, it must deduct from the remuneration due for these the expenses which it acquires or maliciously fails to acquire by using the manpower elsewhere. DEKRA shall be entitled to set the expenses saved in the above sense at a flat rate of 80%, i.e. 20% of the agreed remuneration, unless the customer provides evidence of higher expenses saved.

3. DEKRA may refuse to provide further services in the cases referred to in § 6.1

§ 7 / Warranty

If the customer is an entrepreneur in accordance with § 14 BGB, the warranty period shall end one year after the start of the statutory limitation period, unless DEKRA has fraudulently concealed the defect.

§ 8 / Liability

1. DEKRA shall be liable without limitation for damages resulting from injury to life, body or health, for claims under the Product Liability Act and for guarantees given as well as for other damages resulting from an intentional or grossly negligent breach of duty attributable to DEKRA.

2. In the event of slight negligence, DEKRA shall only be liable for the breach of material contractual obligations (obligations whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the customer regularly relies and may rely) and limited to the foreseeable damage typical of the contract. In such cases, liability is limited to a maximum amount of EUR 1,000,000 per claim.

3. Insofar as claims for damages against DEKRA are excluded, this shall also apply with regard to the personal liability of DEKRA employees, except in the case of intentional acts.

4. Claims for damages pursuant to § 8 clause 1 shall become time-barred in accordance with the statutory provisions. Claims for damages pursuant to § 8 clause 2 shall become time-barred one year after the statutory commencement of the limitation period, provided that the client is an entrepreneur pursuant to § 14 BGB.

5. The limitations of liability shall also apply if liability towards a person other than the client should be justified. If third parties are included in the scope of protection of the contractual service, the client must inform these third parties of the above-mentioned limitation of liability and the exact scope of services before using the service.

§ 9 / Place of performance and prohibition of assignment Final provisions

1. The place of performance for all services is Stuttgart, insofar as the requirements of § 29 II Civil Procedure Code (ZPO) are met.
2. The assignment of claims to which the customer is entitled from the business relationship with DEKRA is excluded.

§ 10 / Place of jurisdiction and applicable law

1. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Stuttgart, provided that the requirements of § 38 Civil Procedure Code (ZPO) are met.

2 DEKRA does not participate in dispute resolution proceedings before a consumer arbitration board.

3. The law of the Federal Republic of Germany shall apply exclusively to all business and legal relationships between the customer and DEKRA. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

§ 11 / Final provisions

Should any of the above provisions and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by provisions that come closest to the economic purpose of the contract and the reasonable protection of the interests of both parties.

Stuttgart, September 2026