

General Terms and Conditions (GTC) of DEKRA Assurance Services GmbH

§ 1 / Scope of application

- These GTC apply between DEKRA Assurance Services GmbH ("DEKRA") and its client. Conflicting or deviating terms and conditions of the client shall not be recognised unless they have been expressly confirmed in writing by DEKRA. These GTC shall also apply in their currently valid version for follow-up orders and in the case of ongoing business relationships.
- DEKRA shall provide its services exclusively for the client. Third parties shall only be included in the scope of protection/services if this is expressly contractually agreed.

§ 2 / Client obligations

- The client must provide DEKRA with all information and documents required for the execution of the order in full, in good time and free of charge. The client must keep the test or inspection object in a ready-for-test condition, accessible and ready for operation.
- The client shall, on its own initiative, draw attention to all processes and circumstances that could be of significance for the execution of the order before the contractual service is performed.
- The Client shall carry out all necessary preparatory activities on its own responsibility and free of charge; the necessary information in this regard can be provided upon request. Insofar as auxiliary persons or aids are necessary for the performance of contractual services (e.g. for the inspection of premises), they shall be made available by the Client free of charge and, if necessary, commissioned and coordinated at the Client's expense.
- If an agreed date for the execution of the order has to be postponed for a reason for which the client is responsible, DEKRA shall be entitled to appropriate compensation analogous to § 642 of the German Civil Code (BGB). The amount of compensation is usually calculated from the value of the order (in relation to the affected date) minus saved expenses and is calculated as follows:
 - If the cancellation takes place at least 14 calendar days before the date already agreed, 20 percent of the order value will be charged.
 - If the cancellation takes place at the latest 5 calendar days before the already agreed date, 50 percent of the order value will be charged.
 - If the cancellation takes place less than five calendar days before the already agreed date, the full order value will be charged.

In any such case, the Client shall be entitled to prove that no damage was incurred or that the damage was less.

§ 3 / Duties of DEKRA

- DEKRA shall perform the contractual services impartially, neutrally and to the best of its knowledge and belief. Insofar as this is the subject of the contractual services, the recognised rules of technology existing at the time of the conclusion of the contract shall be observed. DEKRA may subcontract the services in whole or in part to suitable subcontractors.
- Agreed execution periods and deadlines shall be extended if and insofar as the provision of services is disrupted for reasons for which DEKRA is not responsible.

§ 4 / Confidentiality, data use/protection

- "Confidential Information" means any technical, financial, legal, tax, design, invention, marketing or other information (including data, records and know-how) which one party ("Issuing Party") discloses or otherwise becomes aware of to the other party ("Receiving Party") directly or indirectly in connection with a Contract.
- Information shall not be considered confidential if it is
 - was already public knowledge at the time the receiving party became aware of it or thereafter became public knowledge without a breach of this § 4;
 - was already known to the receiving party at the time it became aware of it;
 - was obtained by the receiving party from a third party prior to the conclusion of the obligation acc. § 4 or was obtained thereafter from a third party without breach of this § 4, provided that the third party has in each case lawfully come into possession of the Confidential Information and by disclosing it does not breach any confidentiality obligation binding it;
 - has been developed by the receiving party independently of Confidential Information.
- Each of the Parties shall treat any Confidential Information as strictly confidential and shall not disclose or otherwise make it available to any third party and shall take appropriate precautions to protect the Confidential Information.
- The parties may disclose Confidential Information to employees with and without employee status, affiliated companies pursuant to §§ 15et seq. AktG and their employees with and without employee status as well as consultants, provided that they are subject to an appropriate confidentiality obligation.
- The obligations of confidentiality shall not apply to the extent that
 - the disclosing party has given its prior consent in text form to the disclosure of the Confidential Information to a third party for the specific individual case;
 - the receiving party is obliged to disclose the Confidential Information by law, by court order, by order of a public authority or other governmental body or by the rules of an accreditator.
- Each party shall be entitled to retain Confidential Information provided to it or handed over to it for the performance of the contract as well as copies thereof for the purposes of proper record keeping and archiving even after the end of the contract.
- DEKRA is permitted in connection with the data obtained in the course of processing the contract and within the scope of the applicable legal provisions,
 - disclose data in accordance with the accreditator's regulations;
 - use data within the scope of and for the exercise of justified own interests;
 - disclose data due to obligations imposed by a court or governmental authority.
- DEKRA ensures compliance with the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). DEKRA shall provide the client with the data protection information for DEKRA services via the DEKRA website. The client undertakes to inform its employees about the [data protection information for DEKRA services](#) provided by the contractor.

§ 5 / Rights of use

- The use of the DEKRA logo, the DEKRA brand name and any references to the existence of the contractual relationship with DEKRA in documents produced by the client or used by him, in particular in advertising and sales materials, shall require the prior written consent of DEKRA.
- If results (e.g. expert reports, test results, calculations) are produced during the execution of the order, DEKRA shall grant the client a simple, non-exclusive, nontransferable and non-sublicensable right to use them, insofar as this is necessary for the purpose of the contract.

3. The client may only use the result in full, not in part, and only for the contractually agreed purpose. The use of the results for advertising purposes as well as publications on the Internet require the prior written consent of DEKRA.

4. If the client also receives the result in electronic form, the client shall only be entitled to change the result with the prior written consent of DEKRA; a reduction in size shall only be permissible up to a minimum font size of Arial 6. In any case of resizing, the text contained on the result must remain fully legible and the proportions of text and characters may not be changed.

§ 6 / Warranty

- If the client is an entrepreneur in accordance with § 14 BGB, the warranty period shall end one year after the statutory commencement of the limitation period, unless DEKRA has fraudulently concealed the defect.
- A service of DEKRA that is ready for acceptance shall be deemed to have been accepted at the latest upon unconditional payment of the final invoice. Partial acceptances may be requested for self-contained partial services. These shall be deemed to have been effected at the latest upon payment of the partial invoices covering such partial services. § 646 BGB remains unaffected.

§ 7 / Terms of payment

- The remuneration shall be understood to be net, plus the statutory value-added tax at the respective applicable rate. A discount shall not be granted.
- The remuneration shall be regulated in the offer or in the order confirmation. If it is not, the currently valid DEKRA scale of fees shall apply - insofar as the client is aware of it or should be aware of it - otherwise the usual remuneration shall be deemed to have been agreed.
- In the event of changes and/or extensions to the specified scope of the order or applicable standards/regulations compared to the time of conclusion of the contract, the agreed remuneration shall be adjusted accordingly, taking into account any additional/reduced costs caused by the changes.
- If the ordered hourly contingents are not called up in the agreed period for reasons for which the contractor is not responsible, these shall expire and shall be remunerated in full. The Client reserves the right to prove a lower claim for remuneration/damages.
- Offsetting with non-synallagmatic (non-mutual) counterclaims is excluded, unless these are undisputed or legally established. The same applies to a right of retention of the client with regard to the remuneration to be paid.
- DEKRA shall be entitled to demand advance payments of costs - if there is an objectively justified reason and no overriding interests of the client conflict with this - or to issue partial invoices in accordance with the services already provided.
- DEKRA has the right to issue electronic invoices.

§ 8 / Termination of the contract

- The contract may be terminated by either party at any time for good cause in text form. DEKRA is entitled to terminate for good cause in particular if
 - the client is in default with his cooperation or the execution is disrupted for more than three months in total for reasons for which DEKRA is not responsible;
 - there is an unlawful attempt on the part of the client to falsify or influence the result of the assignment or the result is used unlawfully, e.g. misleadingly, by him or his business partners;
 - insolvency proceedings are opened against the assets of the Client or such proceedings are rejected for lack of assets;
 - the client has not paid a due invoice within a reasonable period of time despite a reminder.
- 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 client's area of risk/responsibility, and in the event of free termination on the part of the client, DEKRA shall retain the claim to remuneration for the services provided up to that point. With regard to services not yet rendered by DEKRA, it must deduct from the remuneration due for these the expenses that it acquires or maliciously refrains from acquiring through other use of the labour. DEKRA shall be entitled to set the saved expenses in the above sense at a flat rate of 60%, unless the client can prove higher saved expenses.
- DEKRA may refuse to provide further services in the cases specified in 8.1 above. Any rights of use already granted in accordance with § 5 shall end when the termination takes effect.

§ 9 / Liability

- DEKRA shall be liable without limitation for damages arising from injury to life, limb or health, for claims under the Product Liability Act and for guarantees assumed as well as for other damages based on an intentional or grossly negligent breach of duty attributable to it by a legal representative or vicarious agent of DEKRA.
- DEKRA shall be liable, insofar as material obligations are breached, the fulfilment of which is essential to the proper performance of the contract and on the observance of which the client could regularly rely, in the amount of the foreseeable damage typical for the contract.
- In all other cases, DEKRA shall be liable as follows:
 - Liability for slight negligence is excluded.
 - Otherwise, liability is limited to € 1,000,000.00 per claim and claim year.
- Insofar as claims for damages against DEKRA are excluded, this shall also apply with regard to the personal liability of DEKRA employees.
- Claims for damages pursuant to § 9 number 1 shall become statute-barred in accordance with the statutory provisions. Claims for damages according to § 9 clause 2 and clause 3 shall become statute-barred one year after the statutory commencement of the limitation period, provided that the Client is an entrepreneur according to § 14 BGB.
- The limitations of liability shall also apply if liability is justified towards a person other than the client. If third parties are included in the scope of protection of the contractual service or if the DEKRA services are used by the client as intended for third parties, the client must inform these third parties of the above-mentioned limitation of liability and of the exact scope of services before using the service.

§ 10 / Final provisions

- The contract as well as amendments, supplements and ancillary agreements of any kind shall require at least the text form, unless a stricter form is provided for by law. The form requirement also applies to the amendment or cancellation of this form clause.
- The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Stuttgart, insofar as the prerequisites of § 38 of the German Code of Civil Procedure (ZPO) are met. The place of performance for all obligations arising from the contract shall be the registered office of DEKRA, insofar as the requirements of § 29 II ZPO are met.
- DEKRA does not participate in dispute resolution proceedings before a consumer arbitration board.
- The contractual relationship is exclusively subject to the substantive law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods as well as the reference norms to legal systems of other countries is excluded.

5. Should any provision of these terms and conditions be or become invalid or should a loophole be found, the validity of the remaining provisions shall not be affected. In

this case, the client and DEKRA undertake to strive for the intended purpose by agreeing on a replacement provision.

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