

§ 1 / Area of validity

1. These terms and conditions are valid between DEKRA Certification GmbH ('DEKRA') and its clients. Contradictory or deviating conditions of the client shall be invalid unless they are confirmed expressly in writing by DEKRA. Unless otherwise provided, these terms and conditions shall apply to follow-up orders and ongoing business relationships in the version in force at the time of the original order and/or the signing of the contract.
2. DEKRA shall provide its services exclusively to the client as agreed upon. Third parties may only be included in the scope of coverage/services if this is agreed upon expressly in the contract.

§ 2 / Client obligations

In the event that an agreed date for the execution of the order needs to be delayed for a reason for which the client is responsible, DEKRA shall be entitled to reasonable compensation in accordance with § 642 BGB (German Civil Code). The amount of compensation is calculated as the value of the order (in relation to the relevant date) minus the expenses saved, and which shall be due as follows:

- If the date of cancellation takes place at least 14 calendar days before the date agreed upon, 20 percent of the order value minus the expenses saved shall be charged.
- If the date of cancellation takes place at least 5 calendar days before the date agreed upon, 50 percent of the order value minus the expenses saved shall be charged.
- If the date of cancellation takes place in less than 5 calendar days before the date agreed upon, the full order value minus the expenses saved shall be charged.

In each of the cases above-mentioned, the client may prove that damage did not occur or was less than charged.

§ 3 / Data use/protection

DEKRA shall save, process and use person-specific data from the client for the orderly fulfilment of the order. DEKRA guarantees compliance with the requirements of the General Data Protection Regulation (GDPR) and Federal Data Protection Act (BDSG-new).

§ 4 / Payment conditions

1. Unless otherwise agreed upon, the remuneration due is understood to be the net amount due plus the statutory value-added tax then valid.
2. Remuneration should be regulated in the offer or the order confirmation. In the absence of this, the relevant valid DEKRA price list shall apply, insofar as this is known or should be known to the client, otherwise the standard remuneration is considered accepted by the client.
3. DEKRA is entitled to increase prices at the beginning of a certification cycle in the event of increased overhead 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 price increase does not exceed 5 % per contract year, the customer has no special right of termination due to this price increase. In the event of a price increase of more than 5% per contractual year, the client is entitled to terminate the contractual relationship at the end of the amendment period. Otherwise, the changed prices shall be deemed to have been agreed after the end of the amendment period.
4. Invoices shall be immediately due upon receipt by the party liable.
5. The client's right to offset non-synallagmatic (mutual) counterclaims is precluded unless the counterclaim is undisputed or recognized by declaratory judgement in a court order. The same shall apply to the retention by the client of all or some of the amount due in relation to the payable remuneration.
6. DEKRA is entitled to demand advance payment against the provision of security in a corresponding amount. Progress payments may be demanded for the parts performed completely.

§ 5 / Price adjustments

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

To determine the applicable flat rate of remuneration, the time at which the relevant service of the respective service item has been fully performed shall be decisive. In the case of remuneration based on costs/unit prices, the amended remuneration shall only be charged for the costs/units that were incurred/supplied in the period of validity of the amended remuneration.

§ 6 / Termination of the contract

1. The contract may be terminated by either party at any time, for good cause in text form. In particular DEKRA shall be entitled to withdraw from the contract if
 - Proper execution thereof is prevented for more than a total of three months on grounds for which DEKRA is not responsible.
 - The client unlawfully attempts to falsify or influence the result of the order.
 - Insolvency proceedings are opened on the client's assets or if the same are rejected due to lack of assets.
 - The client has not paid an invoice due within a reasonable period of time despite a demand to pay.
 - On other grounds agreed upon in the contract.
2. If the contract is terminated for good cause on grounds for which DEKRA is not responsible, DEKRA shall retain the claim for remuneration equivalent to the payment due for the execution of the contractual service until the next date on which the contract could have been duly terminated. Taking into account any saved costs, the remuneration shall be 15% of the remuneration for the services which DEKRA could not provide due to the termination of the contract on good grounds, unless the client can prove lesser contractual work or higher savings.
3. DEKRA may refuse to provide further services in the cases mentioned in § 5.1.

§ 7 / Warranty

1. If the client is an entrepreneur in accordance with § 14 BGB then the warranty period shall end one year after the onset of the statutory period of limitations except if DEKRA has maliciously concealed the defects.
2. Any performance by DEKRA capable of acceptance shall be deemed to be accepted at the latest upon the unconditional payment of the final invoice. Partial acceptances can be demanded for distinct partial services. These shall be considered as services provided at the latest with the payment of the partial invoices that include such partial services. § 646 BGB shall remain unaffected.

§ 8 / Liability

1. DEKRA shall be liable without limitation for damage caused by injury to life, body or health, for claims relating to the law on product liability and guarantees issued or other damage caused by its intentional or grossly negligent violation of its obligation under the contract.
2. In all other cases DEKRA shall be liable as follows:
 - Liability for slight negligence is precluded in so far as no obligation has been violated which makes the proper execution of the contract possible and on which fulfilment the contractual partner could rely on in general;
 - Otherwise the liability is limited to a maximum of 1.000.000 EUR per claim.
3. In so far as claims for damages against DEKRA are excluded or limited, this also applies regarding personal liability of DEKRA employees.
4. Claims for damages under § 7 item 1 shall lapse by limitation in accordance with the statutory provisions. If the client is an entrepreneur in accordance with § 14 BGB, compensation claims in accordance with § 7 item 2 shall lapse by limitation one year after the onset of the statutory period of limitations.
5. These limitations in liability shall also apply when the liability is incurred against a person other than the client. If third parties are included in the coverage of the contractual service, the client is obligated to inform the aforementioned third party of the limitations of liability and the exact scope of the service before availing of the service.

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

1. Stuttgart is deemed the place of performance for all services insofar as the preconditions of §29II ZPO (German Regulation of Civil Procedure) are met.
2. Assigning claims, to which the customer is entitled resulting from the business association 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 shall be Stuttgart, provided that the requirements of § 38 ZPO are met.
2. DEKRA will not participate in any dispute resolution proceedings before a consumer arbitration board.
3. Solely the law of the Federal Republic of Germany applies to all business and the entire legal relations between the customer and DEKRA. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.

§ 11 / Final provisions

In the event that individual provisions set out above are or become invalid, this shall not affect the validity of the other provisions. In the place of the invalid conditions, regulations are to apply that come closest to the economic purpose of the contract and the reasonable safeguarding of both parties' interests.

Stuttgart, November 2022