

§ 1 / General - Scope

1. These GTC shall govern the relationship between DEKRA Certification GmbH ("DEKRA") and its clients in the field of Personnel Certification. Conditions of the client that may contradict or differ from these conditions shall not apply unless expressly confirmed by DEKRA in writing. These GTC, as amended, shall also apply to subsequent orders and permanent business relationships.
2. DEKRA performs its services exclusively for the client. Third parties shall not be included in the protection/services provided unless explicitly and contractually agreed.

§ 2 / Duties of the client

1. The client shall provide DEKRA with all the information and documentation necessary for the execution of an order - in full, in good time and at no cost.
2. The client shall, unsolicited, point out all processes and conditions that may be of importance to the execution of an order.
3. The client shall perform all the necessary preparatory tasks on own responsibility and account; the pertinent information may be called up at DEKRA. The client shall commission and coordinate any additional persons that may be necessary for carrying out inspections (e.g. for access to rooms).

§ 3 / Duties of DEKRA

1. DEKRA shall perform the services due under the contract impartially, neutrally and in all conscience. Contractual services will take into account state of the art practices where specified under the contract.
2. Agreed fees will be amended to take into account any changes in or extensions of the defined scope of an order agreed to in the course of its execution.

§ 4 / Confidentiality, Use / Protection of data

1. DEKRA shall not disclose, exploit or pass on any expert opinions or other facts and documentation relating to the client and the object of the order to which it may become privy during the execution of the contractual services. This shall exclude
 - anonymised processing of statistical data by DEKRA;
 - duties to publish under the rules of the accreditation body;
 - disclosure to protect justified own interests;
 - obligation to disclosure pursuant to laws, court orders or official obligations.
2. DEKRA shall be allowed to make copies for own use of written documentation handed to it for perusal or for execution of a contract.
3. DEKRA will store, process and use personal data of the client for the purposes of proper execution of orders. DEKRA undertakes in this respect to comply with the requirements of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG-new).

§ 5 / Warranty

1. If the client is a businessman pursuant to § 14 BGB [Civil Code] and provided DEKRA has not wilfully concealed the defect, the warranty period shall end one year after the statutory start of the warranty period.
2. A DEKRA service ready for acceptance shall be deemed accepted after the unconditional payment of the final account at the latest. Partial acceptance shall be allowed for self-contained partial services that have been completed. This shall be deemed completed after payment of the partial invoice for the specific partial service at the latest. § 646 BGB shall remain unaffected.

§ 6 / Terms of payment

1. Unless otherwise agreed, payment shall be net plus VAT at the statutory rate as amended.
2. Payment should be determined in the offer or in the order confirmation. Failing this, the DEKRA price list as amended shall be deemed agreed, provided the client is or should be aware of this, otherwise the conventional payment.
3. Invoices shall be deemed due on receipt by the debtor.
4. Settlement against mutual counter-demands shall be excluded unless these are uncontested or legally confirmed. This shall also apply to a client's rights or retention of due payments.
5. DEKRA shall be entitled to request down payments or partial payment pro rata of services already rendered, provided for objectively justifiable reasons and unless the client has predominant interests to the contrary.

§ 7 / Termination of the contract

1. Either party shall be entitled to terminate the contract for cause, in text form. DEKRA shall be entitled to terminate for cause especially if
 - execution has been delayed for a total of three months for reasons DEKRA cannot be held responsible for;
 - the client unlawfully attempts to falsify or influence the results of the order;
 - insolvency proceedings are instituted against the assets of the client or rejected for lack of assets;
 - the client fails to pay a due invoice despite a warning setting a reasonable deadline;
 - other contractually agreed reasons exist.
2. In the event of notice of termination for cause for which DEKRA cannot be held responsible, DEKRA's entitlement to remuneration as for contractually agreed

provided by DEKRA unless the client provides proof of lower cost of work under the contract or higher avoided expenses.

3. DEKRA shall in cases pursuant to § 7.1 be entitled to refuse provisioning of further services.

§ 8 / Liability

1. DEKRA shall be fully liable for injury to life, limb or health, for claims under the Product Liability Act, for guarantees provided and for other damages arising from intent or grossly negligent violation of its duties for which it may be held responsible.
2. DEKRA shall in all other cases be liable as follows:
 - Liability for slight negligence shall be excluded unless cardinal duties are violated that are essential to the proper performance of the contract and that the contracting partner would normally be able to rely on;
 - Liability shall for the rest be limited to € 500 000 per damage event.
3. Excluded claims against DEKRA for damages shall also be excluded in terms of the personal liability of DEKRA staff.
4. Claims for damages under § 8 Clause 1 fall under the statute of limitation. If the client is a businessman pursuant to § 14 BGB [Civil Code], then claims for damages pursuant to § 8 Clause 2 will lapse one year after the beginning of the statutory limitation period.
5. The limitations to liability shall also apply in cases of liability towards a person other than the client. Should third parties be included in the scope of protection under the contract, then the client shall inform such parties about the above limitation of liability and the detailed scope of the services prior to such services being utilised.

§ 9 / Final provisions

1. The contract and any amendments, supplements and supplementary agreements of any type shall be in text form at least, unless a stricter form is required by law. The requirement of the form shall also apply to amendments or cancellation of this clause defining the form.
2. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall, provided the § 38 ZPO [German Code of Civil Procedure] prerequisites apply, be Stuttgart. The place of performance for all obligations arising under the contract shall be the DEKRA headquarters, provided the § 29 II ZPO prerequisites apply.
3. DEKRA shall not participate in procedures for the settlement of disputes before a consumer arbitration body.
4. Contractual relationships shall be subject exclusively to substantive law of the Federal Republic of Germany. The application of UN CISG and referenced standards to jurisdictions of other countries shall be excluded.
5. In the event that a provision of these Terms and Conditions is or becomes ineffective or should a gap be identified, the validity of the remaining provisions shall not be thereby affected. The client and DEKRA undertake in this case to replace the provision with a provision that will approach the original purpose as closely as possible.

Stuttgart, May 2019

General Terms and Conditions (GTC) Of DEKRA Certification GmbH for Personnel Certification



services shall continue up to the next date on which ordinary notice of termination of the contract could have been given. Remuneration shall, taking into account any avoided expenses, be calculated as 15 % of the remuneration for services not yet