

1. Scope/General

- 1.1 These GCC apply to all contractual relationships between the participant or the customer on the one side and DEKRA Certification GmbH on the other side that arise in connection with services of the DEKRA Certification GmbH with regard to the examination and certification of persons. The contractual relationship with a participant can also arise as a result of registration for examination and certification and confirmation of acceptance of the GTC, these GCC and the respective applicable product-specific Examination and Certification Regulations ("ECR") of DEKRA Certification GmbH. These GCC do not apply to activities related to system certification, medical device or product certification.
- 1.2 Furthermore the ECR shall apply. In the case of any contradiction between the provisions of these GCC and the ECR, the ECR provisions shall take precedence.
- 1.3 In principle, the services of DEKRA Certification GmbH are available to all interested persons. DEKRA Certification GmbH will treat all participants equally and assess those using set objective criteria for admission, examination and certification. These criteria are set out in the ECR.

2. Definitions

- 2.1 The application for certification and the associated participation in the certification procedure are together designated as "**application for certification**" in the following.
- 2.2 The "**customer**" is the person who commissions DEKRA Certification GmbH; it is thus irrelevant whether or not the customer is also a participant.
- 2.3 "**Accreditors**" hereinafter are all agencies, system providers and approval bodies that has approved or authorised DEKRA Certification GmbH to carry out certification procedures on the basis of standards, rules or contracts, in particular, but not limited to, the German accreditation body ("DAkKS").
- 2.4 An examination is deemed to have been "**passed**" if there is compliance with the evaluation criteria defined in the ECR.
- 2.5 The "**DEKRA seal**" is a seal given to the participant according to the template in the **Appendix** to these GCC.
- 2.6 The term "**examination**" hereinafter describes each partial examination of all examination types according to the respective standards and examinations by accreditors, such as initial certification examinations, repeat examinations, recertification examinations, surveillance examinations, reexaminations, examinations for special reasons, witness examinations and expansion examinations regardless of whether the participant is present or not, that is e.g. presence examinations, document examinations.
- 2.7 The term "**ECR**" hereinafter describes each respective applicable product-specific Examination and Certification Regulations.
- 2.8 The "**participant**" is the person who has submitted an application for certification to DEKRA Certification GmbH.
- 2.9 The term "**certificate**" applies to documents issued by DEKRA Certification GmbH, which indicate that the named person meets the certification requirements.
- 2.10 "**Certification requirements**" comprise all laws, standards, directives, regulations, rules, regulations and other requirements of the legislator or the accreditor on the basis of which DEKRA Certification GmbH examines and certifies the participant.
- 2.11 The "**certification decision**" is the decision with regard to certification including granting, refusal, maintenance of certification, expansion or reduction of the scope of certification, renewal, suspension or reactivation after the suspension, or the withdrawal of certification.
- 2.12 The "**certification process**" comprises all the necessary activities at each stage of a certification programme (initial certification, recertification) used to determine whether a person meets the certification requirements. A certification process begins with the submission of the application for certification and ends with the decision on certification. The "**certification process**" refers to the procedure described in section 4.
- 2.13 For the sake of simplicity, the male form has been used consistently for designations. This does not entail discrimination against one gender; the designations should be assumed to also refer to the respective female form.

3. Examinations

- 3.1 **Use of examiners**
- 3.1.1 DEKRA Certification GmbH has the right to use both internal and external examiners for the performance of its contractual services.
- 3.1.2 DEKRA Certification GmbH undertakes only to use sufficiently qualified and suitable examiners who have been approved as DEKRA Certification GmbH examiners.
- 3.2 **Examination dates and deadlines**
- 3.2.1 Participants are required to submit binding applications to participate in a particular examination scheduled by DEKRA Certification GmbH.
- 3.2.2 Examinations, in particular recertification examinations, repeat examinations and reexaminations, must usually be carried out fully within certain time limits. The time limits are specified in the ECR. The customer have particular obligations of cooperation relating to these time limits:
- 3.2.2.1 The participant will contact DEKRA Certification GmbH in sufficient time for arranging the appointment and will arrange an appointment, so that DEKRA Certification GmbH can perform the examination in a timely manner.
- 3.2.2.2 Participant will be required to complete any examination which they commence.
- 3.2.3 If a participant fails to arrange the necessary appointment as required and therefore an examination cannot take place or cannot take place in a timely manner, DEKRA Certification GmbH is entitled to implement extraordinary termination of this contract. The right to make further claims for damages or other claims is reserved. DEKRA Certification GmbH is also entitled to suspend or withdraw any certificate and if applicable the DEKRA seal that has been granted in accordance with the more detailed stipulations of section 5.10.
- 3.3 Participants may withdraw from the examination by means of a notification supplied in writing, by fax or by email, namely:
- 3.3.1 up to 48 hours before the agreed beginning of the examination; in this case, the examination shall be deemed not to have been initiated and the customer will not be required to pay;
- 3.3.2 within 48 hours before the agreed beginning of the examination; in this case, the examination shall be deemed not to have been initiated and the customer will not be required to pay if the participant has to withdraw for health reasons and can prove this by presenting a medical certificate. Otherwise, the examination shall be considered to have been failed and the customer will be required to pay 50 % of the examination fees;

- 3.3.3 if the participant does not attend the agreed examination without supplying previous notification of withdrawal, cancels a started examination or if DEKRA Certification GmbH cancels a started examination and this cancellation is due to a reason for which the participant is responsible, the examination shall be considered to have been failed and the customer will be required to pay in full.
- 3.4 If and insofar as the customer is required to pay examination fees as above, the customer is entitled to provide evidence that there was no loss accruing to DEKRA Certification GmbH as a result or that the loss was less than the fees to be paid.
- 3.5 If delays to an agreed appointment result from a breach of the customer's or participant's obligations, DEKRA Certification GmbH reserves the right to invoice for the additional expenses incurred at the agreed - or standard - hourly rate.
- 3.6 If unforeseeable major events occur at the place or in the area in which DEKRA Certification GmbH is to carry out examinations, such as in particular force majeure, unrest, military or terrorist conflicts or if travel warnings have been issued for the area by the foreign office, the respective party affected by this event shall be released for the duration of the disturbance and while it persists from their performance obligations, even if they should be in default. The contracting parties undertake to inform themselves of such an impediment and to adapt their obligations to the changed conditions in good faith.

4. Sequence of the certification process

4.1 Process sequence

4.1.1 If the contract specifies a certification and the process sequence is not otherwise regulated, the certification process shall comprise all activities necessary for a certification programme incl. application, examination and decision on certification through which it will be determined whether the participant meets the certification requirements. In the respective stage, this is an initial certification for the first issue of the certificate and if necessary regular surveillance examinations between initial certification and recertification or a recertification for the repeated issue of the certificate and if necessary regular surveillance examinations between the recertification and the next recertification.

4.1.2 If the process has to be interrupted because of a reason for which the participant is responsible, DEKRA Certification GmbH is entitled to implement extraordinary termination of the contract. The right to make further claims for damages or other claims is reserved. DEKRA Certification GmbH is also entitled to suspend or withdraw any certificate and if applicable the DEKRA seal that has been granted in accordance with the more detailed stipulations of section 5.10.

4.2 Initial certification

4.2.1 The details of the initial certification are stipulated in the ECR or in any other contract with the participant. During the validity of the certificate, the participant is obligated if necessary, in accordance with the contractual regulations and the regulations provided by accreditors or by law, to permit DEKRA Certification GmbH to carry out surveillance examinations in a timely manner.

4.2.2 The initial certification must be started within one year after the conclusion of the contract with the customer. If this does not happen, DEKRA Certification GmbH is entitled to implement extraordinary termination of the contract with the customer.

4.3 Recertification

In accordance with the details of the contract, a recertification for the extension of the certificate must usually be carried out in a timely manner after 3 or 5 years. During the period of validity of the certificate, the participant is obligated if necessary, in accordance with the contractual regulations and the regulations provided by accreditors or by law, to permit DEKRA Certification GmbH to carry out surveillance examinations in a timely manner. The details of the recertification are specified in the ECR.

4.4 Repeat examinations

4.4.1 In the event of failure of an examination or part thereof, the participant can apply for a repeat examination according to the stipulations provided in the ECR.

4.4.2 Repeat examinations must be carried out within time limits specified by DEKRA Certification GmbH.

4.5 Reexaminations/supplementary examinations

4.5.1 If deficiencies are identified during an examination, or DEKRA Certification GmbH receives a complaint that relates to the participant, it shall be at the discretion of DEKRA Certification GmbH to arrange for a reexamination. Furthermore, DEKRA Certification GmbH may also require supplementary examinations at short notice. This shall be the case specifically if DEKRA Certification GmbH becomes aware of reasons that may justify withdrawal of the certificate, for the investigation of complaints, or if standards, guidelines or agreements on which the certification is based are modified. Where reexaminations or supplementary examinations become necessary, DEKRA Certification GmbH will provide the customer with a new offer of examination services with a revised pricelist and if necessary other conditions and the participant with a new offer with regard to the examination.

4.5.2 Reexaminations and supplementary examinations must be carried out within time limits specified by DEKRA Certification GmbH.

4.6 Witness examinations

Employees or representative of the accreditors of DEKRA Certification GmbH may perform witness examinations and inspect files within the framework of the witness examinations.

4.7 Decision on certification

4.7.1 DEKRA Certification GmbH alone has the right to make the decision on certification. DEKRA Certification GmbH shall inform participants of this decision following appropriate completion of the initial certification, surveillance or recertification. DEKRA Certification GmbH shall make the decision on certification at its own discretion on the basis of applicable standards and rules and on the information and documents supplied within the context of the certification process.

4.7.2 If the decision on certification is positive, the participant shall receive a certificate in accordance with the details of the contract and if applicable a DEKRA seal (only if explicitly provided for in the contract) or information on the maintenance of certification.

4.7.3 If the decision on certification is negative, the participant shall not receive a certificate because he does not meet all conditions for the issue of the certificate. The participant will be informed accordingly. In this case each party shall be entitled to implement extraordinary termination of the contract. The right to make further claims for damages or other claims is reserved. DEKRA Certification GmbH is also entitled to withdraw, limit the use of or suspend the certificate and if applicable the DEKRA seal in accordance with the more detailed specifications in section 5.10.

4.7.4 Complaints and appeals of the participant against the decision on certification are to be addressed in written form providing reasons to DEKRA Certification GmbH and must be received at the latest 14 calendar days after receipt of the written notification by the participant. Appeals against examination results and decisions on certification will be processed within four weeks - if necessary including the examiners and other persons participating and not participating in the process. The participant will be informed in writing of the result of the investigation. The examination records can be viewed by the participant in principle only after prior arrangement at the premises of the branch of DEKRA Certification GmbH in Berlin. The examination documents may neither be removed from the premises nor may copies be made of them for the purposes of inspection.

5. Issuance and use of certificates, DEKRA seals and documents

- 5.1 If the participant is explicitly granted a certificate and if applicable a DEKRA seal or if examination-related documents are made available to the participant e.g. reports (together "**usage object**"), the participant shall receive the right to use this usage object in accordance with the following provisions.
- 5.2 DEKRA Certification GmbH shall remain the owner of the usage object and any corresponding and existing trademarks and copyrights. DEKRA Certification GmbH shall grant the participant, upon issuance or handover of the usage object, the non-exclusive right to use this as specified in the following.
- 5.3 The participant is not entitled to assign or sub-license the conferred right of use.
- 5.3.1 Unless otherwise agreed, the usage object is designed for the use in the country in which DEKRA Certification GmbH has its registered offices; the use in other countries will be wholly the responsibility of the customer; insofar any liability of DEKRA Certification GmbH is herewith excluded.
- 5.4 The usage object may only be used in the form issued and as it was handed over. Modifications, particularly to the design, colour or text are not permitted. The participant is not entitled only to use excerpts from the usage object, i.e. the usage object may only be used respectively as a whole.
- 5.5 If the participant also receives the usage object in electronic form, the participant is entitled to change the size of the object; a reduction is only permitted to a minimum font size of Arial 4. In any case of resizing, the text contained on the usage object must remain completely legible and the proportions of text and characters may not be altered.
- 5.6 The participant shall ensure that there is a clear correlation between the usage object and the subject of the examination by displaying the usage object only in such a way that a consumer of average intelligence understands them as relating to the examined, evaluated and/or certified characteristics, activities or qualifications. The usage object may only be used in connection with the characteristics, activities or qualifications for which the object was issued and only to show that these characteristics, activities or qualifications conform to the requirements on the basis of which the examination, evaluation and/or certification was undertaken. In the case of limitation of the certification scope the corresponding display shall be modified. The participant may not use the usage object to promote a company, a product or a system and may not give the impression that a product or a system certification by DEKRA Certification GmbH has taken place.
- 5.7 The usage object may not be used in such a way as to give the impression that the certification has been issued for an activity outside the scope of certification.
- 5.8 The usage object may not be utilised or referred to in a form which could harm the reputation of DEKRA Certification GmbH or can be seen as misleading. The customer is responsible for the actual use of the usage object and may only utilise the usage object in accordance with applicable laws, in particular with the law against unfair competition. The customer will ensure that third parties do not use the usage object in misleading or unlawful ways. DEKRA Certification GmbH assumes no liability for the consequences of any inadmissible form of usage of the usage object.
- 5.9 The usage object may only be used during the validity period indicated in the certificate and as long as the certification is not suspended. If the validity period of the certificate ends before a recertification has been carried out, the certificate and DEKRA seal may not be used before a new certificate has been issued.
- 5.10 DEKRA Certification GmbH is entitled at any time to restrict, suspend and/or withdraw the right of use, if
- the conditions of the certificate issue are not/no longer fulfilled, e.g. because in the certification process incomplete or untrue information was provided;
 - the participant or the customer does not fulfil the obligations stipulated in connection with the certification, e.g. the duty to supply information on changes, or fails to meet the obligations specified in the contract with DEKRA Certification GmbH, in particular the obligation to pay;
 - the contract between the participant or the customer and DEKRA Certification GmbH regarding certification is terminated;
 - a usage object, e.g. the certificate or DEKRA seal is utilised in such a way to contravene these terms and conditions;
 - a necessary surveillance examination or other examination required by DEKRA Certification GmbH is not carried out punctually or is not completed;
 - a surveillance examination reveals that the requirements for certification are no longer met or are not being adhered to;
 - there are other reasons for the withdrawal of the certificate in accordance with the stipulations of these GCC or the contract.
- 5.11 DEKRA Certification GmbH shall monitor compliance with the terms of use for the certificate. This includes - as long as occurring in the validity period of the certificate - the evaluation of information from supervisory authorities, the evaluation of complaints and information from interested parties and initiated legal action in relation to the certified person. Insofar as DEKRA Certification GmbH, subject to proportionality, comes to the conclusion that a certificate or DEKRA seal does not have to be immediately limited, suspended or withdrawn, the following shall apply: If DEKRA Certification GmbH determines through its monitoring activities or comments that there is the suspicion that the participant is failing to comply with the terms of use for the certificate or DEKRA seal or the participant is improperly using the certificate or DEKRA seal, DEKRA Certification GmbH will ask the participant, under threat of withdrawal of the certificate and DEKRA seal, to comment in writing immediately. The participant shall have a time limit of 30 calendar days to respond. After receipt of the comment, or at the latest after expiry of the deadline, DEKRA Certification GmbH shall decide on whether to withdraw the certificate and DEKRA seal or impose other measures. DEKRA Certification GmbH reserves the right to suspend use of the certificate and DEKRA seal during the 30-day period and until the decision by DEKRA Certification GmbH has been made.
- 5.12 DEKRA Certification GmbH is entitled to implement extraordinary termination of the contract on withdrawal of the certificate. The right to make further claims for damages or other claims is reserved.
- 5.13 After withdrawal of the certificate or expiry of the certificate's validity, the participant shall refrain from all use of the usage object, in particular refrain from any promotional measures that make reference to the usage object or the related services of DEKRA Certification GmbH. On withdrawal of the certificate, the participant is obligated to return all certification documents requested by DEKRA Certification GmbH. All certificates are to be surrendered to DEKRA Certification GmbH. During the suspension of a certificate, the participant shall refrain from any use of the usage object.
- 5.14 DEKRA Certification GmbH assumes no liability for any losses incurred by the participant or the customer as a result of legitimate withdrawal or restriction or suspension of the certificate.

6. Use of the DEKRA logo

- 6.1 If the DEKRA logo is depicted on the issued certificate, DEKRA seal or document, section 5 of these GCC shall apply. Otherwise, neither the participant nor the customer is entitled to use the name of DEKRA Certification GmbH, a company associated with DEKRA Certification GmbH or the DEKRA logo.
- 6.2 Neither participant nor customer may give the impression that they might be in a corporate or similar relationship with DEKRA Certification GmbH or an affiliate of DEKRA Certification GmbH or that they could represent or act on behalf of DEKRA Certification GmbH or an affiliate of DEKRA Certification GmbH.

7. Use of the logo of an accreditor

Neither participant nor customer shall receive the right to use logo of accreditors, unless this use is contractually agreed upon separately.

8. Obligations of participant

Non-compliance with the obligations specified in this section 8 may mean that DEKRA Certification GmbH will be unable to provide its services and will need to cancel an examination or discontinue the certification process. In any case of cancellation/discontinuation, the stipulations of section 3.3.3 or section 4.1.2 shall apply.

In the event of a serious violation of obligations specified in section 8, DEKRA Certification GmbH is entitled to implement extraordinary termination of the contract as well as withdraw the certificate and if applicable the DEKRA seal in accordance with section 5.10. The right to make further claims for damages or other claims is reserved.

8.1 Examination procedure

- 8.1.1 The participant may not try to influence the result of an examination to their own or external advantage by deception or use of unauthorised aids. If such an attempt is identified, the examination shall be deemed to have been failed.
- 8.1.2 Behaviour that does not conform to the requirements of the ECR or the instructions of the examiner (e.g. disruptions of the examination process) can lead to the exclusion of the participant from the examination. The decision regarding this shall be made by the examiner at their own discretion as appropriate. Any incorrect behaviour will be documented by the examiner on the examination sheet and reported to DEKRA Certification GmbH. In this case the examination shall be deemed to have been failed.
- 8.1.3 If the examination is deemed to have been failed as specified in section 8.1.1 or section 8.1.2, the customer must pay the examination fee in full.
- 8.1.4 If special examination conditions are required because of a reading and/or writing disorder, linguistic, physical or other disability, the participant undertakes to inform DEKRA Certification GmbH in good time about this.

8.2 The certification process

- 8.2.1 The participant undertakes to provide DEKRA Certification GmbH with all necessary and relevant information and documents and to make the relevant disclosures required in connection with certification in accurate and complete form in good time. Documents must be made available as copies. Any costs associated with provision shall be borne by the participant. The customer personally shall bring to the attention all events and circumstances that could be of relevance to the implementation of the certification process.
- 8.2.2 The participant is responsible for observing any relevant confidentiality agreements as well as data protection obligations during the disclosure of information to DEKRA Certification GmbH.

8.3 Surveillance

The participant undertakes, after receipt of a certificate, always to ensure that the conditions of the current valid standards and qualifications certified in the certificate are maintained during the entire validity period of the certificate and to have these assessed, if necessary in the context of a surveillance examination, insofar as regulated in the contract or the ECR.

The participant is obligated to conform to certification requirements at all times and to inform DEKRA Certification GmbH and examiners without delay and at all times of any changes that may influence compliance with the requirements for issue of the certificate or maintenance of the certificate.

9. Privacy and data protection

9.1 Confidentiality

- 9.1.1 "**Confidential information**" is all technical, financial, legal, tax information, details of designs, inventions, marketing or other information (including data, records and know-how as well as examination documentation) which the parties to the contract make directly or indirectly available or of which a party ("**information receiver**") otherwise becomes aware.
- 9.1.2 Information is not considered confidential, if it
- is already in the public sphere at the time of being disclosed to the information receiver or is released into the public sphere afterwards without violation of this contract;
 - is already known to the information receiver at the time of being disclosed.
- 9.1.3 The information receiver shall treat Confidential information as strictly confidential and neither disclose it nor make it accessible in any other way to any third party, and shall make suitable arrangements to protect the Confidential information. The information receiver may use Confidential information only for the purposes of preparation, evaluation, and implementation of the contract and may not use it in any other way for his own benefit or the benefit of any third party.
- 9.1.4 DEKRA Certification GmbH may disclose Confidential information to staff with and without employee status, affiliated companies pursuant to sections 15 et seq. German Stock Corporation Act (AktG) as well as their staff with and without employee status, as well as to consultants obligated to observe professional secrecy by law where subject to an appropriate confidentiality obligation.
- 9.1.5 The confidentiality obligations shall not apply, if
- the party disclosing the information has agreed in writing beforehand to the passing on of the Confidential information to a third party in the specific individual case;
 - the information receiver is obligated to disclose the Confidential information by law, a court injunction, by order of an authority or of any other state institution or because of the rules of an accreditor.

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- 9.1.6 DEKRA Certification GmbH is entitled to keep copies for its records of the written documents supplied to DEKRA Certification GmbH for inspection or for order implementation. The customer herewith expressly agrees to allow DEKRA Certification GmbH to make public on the Internet the name/the company of the customer and the participant, the usage object that the participant may use (including identification details, such as an ID number), the validity of the usage object and other certificate-relevant information.
- 9.1.7 If the information receiver discloses Confidential information to third parties in accordance with the rules outlined in these GCC or other agreements, the information receiver shall inform the party that revealed the information of this, as far as is permissible and possible.
- 9.1.8 In case of a complaint that relates to a participant, DEKRA Certification GmbH, the participant and the person lodging the complaint shall come to an agreement on the possible release of Confidential information, in particular the subject matter of the complaint, as well as on the resolution of the complaint.
- 9.1.9 DEKRA Certification GmbH is entitled to keep Confidential information for purposes of proper file management and archiving also after the termination of the contract with the participant.
- 9.2 Data protection**
- 9.2.1 DEKRA Certification GmbH saves, processed and uses personal data of the client for the purpose of order performance and also for reasons of its own. For this purpose, DEKRA Certification GmbH also employs automatic data processing systems. DEKRA Certification GmbH undertakes to comply with the legal regulations of data protection.
- 9.2.2 Within the framework of publication obligations prescribed by law or accreditors, DEKRA Certification GmbH may reveal the address data of the customer and of the participant, as well as certificate-related facts. In addition, DEKRA Certification GmbH shall maintain a reference list with all certificate holders. This list will also be made available to third parties.

10. Prices

DEKRA Certification GmbH has calculated the prices agreed upon in the contract on the basis of the data supplied by the customer. In the case of changes to the applicable standards and rules the type, range or content of the examinations to be carried out and/or of the certification to be issued may change. In such a case, the final contract will no longer fulfil its purpose. DEKRA Certification GmbH will thus provide the customer with a new offer of services with new prices and if necessary other conditions and will make a new offer with regard to implementation of the examination. If the customer and participant accept the new offer, the modified contract thus concluded shall apply. If the customer and/or participant reject the new offer, DEKRA Certification GmbH shall be entitled to implement extraordinary termination of the contract with the customer and participant and, if a certificate or, if applicable a DEKRA seal have been issued, it may also withdraw these in accordance with the stipulations of section 5.10.

11. Subcontracting

The customer agrees to permit DEKRA Certification GmbH to use subcontractors to provide its services. The decision on certification will however always be made by DEKRA Certification itself.

12. Change of contractual agreements

- 12.1 DEKRA Certification GmbH reserves the right to change contractual agreements, if and to the extent that the certification requirements change in such a way that DEKRA Certification GmbH is only able to render the contractually agreed services required in connection with the certification procedures under revised conditions.
- 12.2 DEKRA Certification GmbH will inform the customer of intended changes to the contractual agreements at least three months in advance. The customer has the right to object to any changes to the contractual agreements by the specified deadline. If the customer does not object by this deadline, the revised contractual arrangements shall be deemed agreed between the parties. If the customer lodges an objection to changes, both parties have the right to terminate the contractual relationship with a notice period of one month starting from the date of receipt of the objection by DEKRA Certification GmbH.

13. Invalidation of provisions

If one or more of the provisions of these GCC is/are found to be invalid, it shall be assumed that it is agreed that they shall be replaced by the corresponding statutory provision. If no statutory provision exists, the parties undertake to agree upon a new valid provision that comes closest to the intention of the invalid provision. This shall have no effect on the validity of remaining provisions.

Appendix: DEKRA seal template



DEKRA seal colour specifications:

Green HKS 57K or CMYK 100/0/90/20