

## 1 Scope

- 1.1 These GCC apply to all contractual relationships between the client and DEKRA Certification GmbH regarding services provided by DEKRA Certification GmbH, in particular in connection with the assessment of products/processes/services and/or certification or approval by DEKRA Certification GmbH. These terms and conditions do not apply to the assessment and testing of products in the consumer goods sector.
- 1.2 In addition, the product-specific Specific Certification Conditions (SCCs) apply, if available and applicable to this product.

## 2 Definitions

- 2.1 In the following, "**accreditors**" are to be understood as all bodies, system providers and approval bodies that have approved or accredited DEKRA Certification GmbH to carry out certifications on the basis of standards, regulations or contracts for the certification of customers, in particular, but not limited to, the German Accreditation Body ("DAkKS").
- 2.2 The term "**evaluation**" is used in the following to describe all types of conformity assessment of the respective standards and accreditors, such as initial certification audits, approval audits, surveillance audits, recertification audits, follow-up audits, improvement controls, additional audits, audits on special occasions, repeat examinations, repeat audits, supplementary audits, controls, follow-up checks, tightened controls, inspections, witness audits, parallel audits and special audits. Auditors and, if necessary, technical experts are used to carry out evaluation activities.
- 2.3 A **DEKRA seal** is a seal issued to the client in accordance with the model in the offer. The specifications for the color of the DEKRA seal are: Green tone HKS 57K or CMYK 100/0/90/20.
- 2.4 In these GCC, the term "**certificate**" applies to certificates, confirmations and similar certificates issued by DEKRA Certification GmbH.
- 2.5 "**Certification requirements**" include all laws, standards, guidelines, ordinances, regulations, regulations and other requirements of the legislator or the accreditor on the basis of which DEKRA Certification GmbH examines, visits, audits, approves and/or certifies the client.
- 2.6 "**Certification Decision**" means the decision regarding certification, including granting, refusing, maintaining certification, extending or restricting the scope of certification, renewing, suspending or reinstating after a suspension, or withdrawing certification. The term "admission decision" is to be used analogously, e.g. in the case of AZAV.
- 2.7 The "**certification procedure**" refers to the procedure described below in § 4.
- 2.8 A "**complaint**" is an expression of dissatisfaction of an interested party who expects a response.
- 2.9 An "**objection**" is the request of a party to review the certification or approval decision already made by DEKRA Certification GmbH.

## 3 Evaluation

### 3.1 Use of auditors and subject matter experts

- 3.1.1 DEKRA Certification GmbH has the right to use both internal and external auditors and experts to provide evaluation services.
- 3.1.2 DEKRA Certification GmbH undertakes to use only sufficiently qualified and suitable auditors who have been appointed as DEKRA Certification GmbH auditors.
- 3.1.3 The client is only entitled to reject an auditor or expert appointed by DEKRA Certification GmbH if the client has justified doubts about the person appointed by DEKRA Certification GmbH. Justified doubts relate to the need for impartiality or other serious reasons that make an evaluation unfeasible. In such a case, DEKRA Certification GmbH will examine the doubts expressed by the client regarding the feasibility of the certification procedure and inform the client in writing of the result.
- 3.1.4 In the event that an auditor or technical expert is absent immediately before or during the audit, DEKRA Certification GmbH will appoint a representative within a reasonable period of time. The aforementioned sections shall apply mutatis mutandis to the rejection of this representative.

### 3.2 Audit dates and deadlines

- 3.2.1 The client can specify desired dates for the implementation of the audits, which DEKRA Certification GmbH will examine against the background of capacities and practicability. Desired dates specified by the client are non-binding and do not have to be adhered to by DEKRA Certification GmbH. DEKRA Certification GmbH and the client agree on the binding dates in good time before the planned audit.
- 3.2.2 Audits must usually be carried out in full within certain deadlines. DEKRA Certification GmbH will inform the client of the deadlines within which audits must be carried out. The client shall have the following obligations to cooperate in connection with these deadlines:
- 3.2.2.1 The client will contact DEKRA Certification GmbH in good time to make an appointment in order that DEKRA Certification GmbH can complete the audit in time.
- 3.2.2.2 The client will have an audit carried out in its entirety. If the client terminates an audit that has been started, or if DEKRA Certification GmbH terminates an audit that has been started and this termination is due to a reason within the sphere of the client, then no certification decision can be made on the basis of the interrupted audit and the audit must be repeated.
- 3.2.3 If, due to an active act or omission of the client, or if the client fails to cooperate in the agreement or obey the audit dates, and an audit cannot be carried out or cannot be carried out on time, DEKRA Certification GmbH is entitled to terminate the contract extraordinarily. Further claims for damages and other claims remain unaffected. DEKRA Certification GmbH is also entitled, if a certificate and/or a DEKRA seal has been issued, to suspend or withdraw the certificate or the DEKRA seal in accordance with § 7.11.
- 3.2.4 If serious events occur at the place or in the area in which DEKRA Certification GmbH is to carry out audits, such as force majeure, unrest, armed or terrorist conflicts, or if travel warnings have been issued by the Federal Foreign Office for the area, DEKRA Certification GmbH is released from its obligations to perform audits for the duration of the disruption and to the extent of its effect, even if it is in arrears. The

Contracting Parties are obliged to notify each other of such an obstacle and to adapt their obligations to the changed circumstances in good faith.

#### **4 Certification process structure**

##### **4.1 Process structure**

- 4.1.1 If the contract provides for certification and does not regulate the procedure otherwise, the certification procedure is divided into an initial certification audit for the initial issuance of the certificate or a recertification audit/re-audit for the repeated issuance of the certificate, and standard-dependent periodic monitoring audits. The client undertakes to cooperate in all areas relating to the certification procedure.
- 4.1.2 The client shall of its own accord draw attention to all processes and circumstances that could be of significance for the performance of the order. Furthermore, the client undertakes to provide DEKRA Certification GmbH with all necessary information truthfully, completely and on time. The client is responsible for complying with any relevant (statutory, contractual, professional ethical) confidentiality and confidentiality obligations as well as data protection when disclosing information to the auditor.
- 4.1.3 If DEKRA Certification GmbH discovers defects during an audit that the client does not remedy in due time as ordered by DEKRA Certification GmbH, DEKRA Certification GmbH is entitled to terminate the contract extraordinarily. Further claims for damages and other claims remain unaffected. DEKRA Certification GmbH is also entitled, if a certificate and/or a DEKRA seal has been issued, to suspend or withdraw the certificate or the DEKRA seal in accordance with § 7.11.
- 4.1.4 If DEKRA Certification GmbH does not have all the necessary evidence, this will lead to an interruption of the procedure. The content of the document will only be checked once all the necessary evidence has been provided by the client.

##### **4.2 Initial certification audits**

- 4.2.1 At the request of the client, a preliminary audit can be arranged. The investigations carried out in the pre-audit usually include the examination of the management documentation and the random functional audit of the management system. The pre-audit does not claim to be complete with the deficiencies identified. Pre-audits can usually only be carried out once per customer and standard. Further regulations of the accreditation bodies must be observed. The initial certification audit takes place on site at the client's location(s). The client is obliged to provide the auditor with appropriate premises on site to carry out the audit. The client or suitable employees appointed by him must be available for questions during the entire audit.
- 4.2.2 Unless otherwise stated in the contract, the initial certification audit is carried out in two phases, a readiness analysis including document review ("Phase 1") and the on-site audit at the client's site(s) ("Phase 2"). After completion of phase 2, the report on the audit is generated. Due to the results of Phase 1, changes in the planning for Phase 2 may be necessary, such as the duration of the audit, the composition of the audit team or the date of the audit. If necessary, it can also be ordered that phase 1 is to be carried out again in whole or in part for a fee. Phase 1 of the audit is usually also carried out on site at the client's site(s).
- 4.2.3 Unless otherwise agreed, no more than 6 months may elapse between the end of phase 1 and the start of phase 2. If it is not possible to comply with this period of 6 months due to a reason within the sphere of the client, the client is obliged to have phase 1 carried out again for a fee. The client receives a separate offer for this purpose.
- 4.2.4 6 months after the last day of Phase 2, the implementation of necessary corrections and corrective measures by the customer must have been verified by DEKRA Certification GmbH. If it is not possible to comply with this period of 6 months due to a reason within the sphere of the client, the client is obliged to have phase 2 carried out again for a fee. The client receives a separate offer for this purpose.
- 4.2.5 The initial certification audit must be started within one year of the conclusion of the contract.

##### **4.3 Surveillances**

During the validity period of the certificate, the client is obliged, in accordance with the contractual regulations and the regulations provided for by the accreditor or by law, to have surveillance audits carried out by DEKRA Certification GmbH in due time.

The date of the first surveillance audit following the initial certification must not be more than 12 months after the date of the certification decision.

##### **4.4 Recertification and renewal procedures**

- 4.4.1 According to the more detailed provisions of the contract, usually e.g. after 3 or 5 years, a recertification or renewal procedure for the extension of the certificate must be carried out in due time.
- 4.4.2 In the case of recertification or renewal procedures, the client must have implemented the necessary corrective and corrective measures to achieve the "positive certification recommendation" no later than 90 days after the last day of the audit and submitted the evidence of this to the auditor. The deadline may be shortened if the time span between the last audit day and the expiration date of the certificate is less than 90 days. In this case, the deadline is chosen so that a certification decision can be made before the expiry of the certificate at the latest. If it is not possible to meet these deadlines due to a reason within the sphere of the client, the client is obliged to have the procedure carried out again for a fee.

##### **4.5 Audits for a special occasion**

- 4.5.1 DEKRA Certification GmbH can order audits for special reasons. Examples of this are: (I) the expansion of the certified area (II) occurrence of complaints, changes in the organization or as a consequence of a suspension due to audits announced at short notice or unannounced. (III) the occurrence of a serious incident or violation of the regulations or as soon as the involvement of the competent supervisory authority is necessary, in each case through audits announced at short notice or unannounced. (IV) if DEKRA Certification GmbH becomes aware of reasons for a possible revocation of the certificate. (V) to investigate complaints about the client, for which the client must make all necessary arrangements. (VI) in the event of significant structural changes at the contracting authority itself. Other reasons may exist in the event of changes to standards, guidelines or agreements on which the certification is based.
- 4.5.2 The duration of the audits for special occasions is determined by DEKRA Certification GmbH. The deadlines specified by DEKRA Certification GmbH apply to the implementation of audits on special occasions.

4.5.3 If the client refuses to carry out an audit for special reasons, DEKRA Certification GmbH is entitled to withdraw from the contract and withdraw the certification decision in question.

#### **4.6 Witnessaudit**

4.6.1 The client of DEKRA Certification GmbH shall allow employees or agents of the DAkkS to carry out witness audits at all of the client's business premises.

4.6.2 The DAkkS employees or agents who carry out the witness audit are selected by DAkkS. The client is obliged to enable the participation of the employee or agent seconded by DAkkS. A rejection is excluded.

4.6.3 The client undertakes to ensure that such witness audits are also possible for manufacturers and subcontractors of the client.

#### **4.7 Nonconformities or complaints**

If deficiencies, e.g. nonconformities, are detected during audits or DEKRA Certification GmbH receives information about a complaint relating to the client, it is at the discretion of DEKRA Certification GmbH to carry out processing without an on-site audit, a follow-up audit or an improvement control. The prices in our agreed price list or the daily rate of the respective year apply.

#### **4.8 Additional audits**

DEKRA Certification GmbH can order additional audits, even those announced at short notice or unannounced. This happens in particular if DEKRA Certification GmbH becomes aware of reasons for a possible revocation of the certificate, for the investigation of complaints, for which the client must take all necessary precautions, as well as in the event of changes to standards, guidelines or agreements on which the certification is based. DEKRA Certification GmbH will make a separate offer for the additional audit.

#### **4.9 Deadlines for follow-up audits, improvement controls and additional audits**

Follow-up audits, improvement controls and additional audits must be carried out within the deadline specified by DEKRA Certification GmbH.

#### **4.10 Certification Decision**

4.10.1 DEKRA Certification GmbH has the sole right to issue the certification decision. DEKRA Certification GmbH issues it after the initial certification audit, the recertification audit or the monitoring audits or additional audits have been properly carried out. DEKRA Certification GmbH makes the certification decision at its own discretion within the applicable standards and rules and on the basis of the information and documents obtained during the audits.

4.10.2 If the certification decision is positive, the client will receive a certificate and, if applicable, a DEKRA seal (only if explicitly provided for in the contract) or information on the maintenance of the certification after the contract has been specified in more detail.

4.10.3 If the certification decision is negative, the client will not receive a certificate because it does not meet all the requirements for the issuance of the certificate. The client will be informed accordingly. In this case, both parties are entitled to terminate the contract extraordinarily. Further claims for damages and other claims remain unaffected. DEKRA Certification GmbH is also entitled to suspend or withdraw the certificate or the DEKRA seal in accordance with § 7.11.

4.10.4 DEKRA Certification GmbH has the right to refuse certification and to withdraw from the contract if facts become known before or within the scope of the certification service that stand in the way of certification or if the continuation of the business relationship is unreasonable (e.g. if there is a moral or moral error on the part of the client or its executives), or violation of the law that calls into question the reliability of the company). DEKRA decides on the unreasonableness of the business relationship at its equitable discretion within the meaning of Section 315 of the German Civil Code (BGB). In the event of withdrawal for the above-mentioned reasons, the services rendered up to the date of withdrawal may be remunerated on a pro rata basis.

### **5 Complaints about the client or about DEKRA Certification GmbH**

#### **5.1 Complaints about the client**

A "complaint" about the client is an allegation by a third party that the client does not comply with the certification process, the certification requirements or the conditions of use of certificates, seals or other objects of use, and which is sufficiently specific to allow the facts to be ascertained. If a complaint reaches the client, the client shall immediately inform DEKRA Certification GmbH (I) thereof, (II) take appropriate measures that affect compliance with the requirements for certification, and (III) take all necessary precautions for the investigation of complaints. The client shall, at its own expense, retain and document all documents and information as well as the measures taken relating to the complaint and the measures taken for the duration of the contractual relationship with DEKRA Certification GmbH and make them available to DEKRA Certification GmbH without delay for the purpose of evaluating complaints.

#### **5.2 Complaints about DEKRA Certification GmbH**

The client has the right to lodge a complaint at any time. The complaint should preferably be submitted in writing to DEKRA Certification GmbH. DEKRA Certification GmbH acknowledges receipt of the complaint to the client. DEKRA Certification GmbH informs the client of the outcome and the conclusion of the complaint procedure.

### **6 Objections to DEKRA Certification GmbH**

The client has the right to object to the certification decision received from DEKRA Certification GmbH. The objection must be submitted to DEKRA Certification GmbH within one month of receipt of the certification decision, preferably in writing. DEKRA Certification GmbH confirms receipt of the opposition to the client. DEKRA Certification GmbH informs the client of the result and the termination of the opposition proceedings.

## **7 Issuance and use of certificates, DEKRA seals and documents**

- 7.1 If the client is explicitly issued with a certificate and, if applicable, a DEKRA seal, or if audit-related documents are made available to the client, e.g. reports (together "**Object of Use**"), the client shall be entitled to use the Object of Use in accordance with the following provisions.
- 7.2 DEKRA Certification GmbH remains the owner of the object of use and the existing trademarks and copyrights. By granting or handing over the object of use, DEKRA Certification GmbH grants the client the non-exclusive right to use it to the following extent.
- 7.3 If and to the extent that the scope of the contract includes a multisite procedure, the head office shall have the right to sublicense the granted right of use to the locations included in the multisite if the site has made a binding declaration that it will comply with these GCC as if the location itself were the client. The site does not receive the right to sublicense the right of use further. The client shall immediately withdraw the right of use from a location if a location realises reasons pursuant to § 7.11 of these GCC. The client shall inform DEKRA Certification GmbH thereof immediately. If a site realizes the reasons of § 7.11 of this GCC, DEKRA Certification GmbH may revoke the authorization of the head office to sublicense the right of use to the location without notice. In all other respects, the client is not entitled to sub-grant or sublicense the granted right of use. The existence of the sublicense depends on the existence of the license of the headquarters.
- 7.4 In the absence of any other agreements, the object of use was designed for use in the country in which DEKRA Certification GmbH has its legal headquarters; use abroad is exclusively at the responsibility of the client, any liability of DEKRA Certification GmbH is excluded in this respect.
- 7.5 The object of use may only be used in the form in which it was issued and handed over. Changes, especially in the design, color or text are not permitted. The client is not entitled to use only sections of the object of use, i.e. the object of use may only be used as a whole. The specifications for the color of the object are: Green tone HKS 57K or CMYK 100/0/90/20.
- 7.6 If the client also receives the object of use in electronic form, the client is only entitled to change the object of use with the prior consent of DEKRA Certification GmbH; a reduction is only permitted up to a minimum font size Arial 4. In any case of resizing, the text contained on the object of use must remain fully legible and the proportions of the text and characters must not be changed.
- 7.7 The client must ensure that the object of use relates to the object of use by presenting the object of use only in such a way that the reasonably reasonable consumer understands it as a designation of the activities, processes, systems or qualifications that have been tested, assessed and/or certified. The Object of Use may only be used in connection with the activities, processes, systems or qualifications for which the Object of Use was granted and only to demonstrate that such activities, processes, systems or qualifications are in accordance with the specifications against which they were tested, assessed and/or certified. If the scope of certification is restricted, the presentation must be amended accordingly. The client may not use the object of use to advertise a product and may not give the impression that a product has been tested by DEKRA Certification GmbH. The object of use may not be used for test objects that have been changed compared to the test.
- 7.8 The use of the object of use must not give the impression that the certification applies to activities or locations that lie outside the scope of the certification.
- 7.9 The object of use may not be used or referenced in a way that could damage DEKRA Certification GmbH's reputation or be considered misleading. The client shall be responsible for the specific use of the object of use and shall only use it in accordance with applicable laws, in particular in the field of competition law. The client shall not permit any misleading or unlawful use by third parties. DEKRA Certification GmbH is not liable for any unauthorized use of the object of use.
- 7.10 The object of use may only be used during the validity period specified 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 performed, the usage object may not be used until a new certificate has been issued.
- 7.11 DEKRA Certification GmbH is entitled to restrict, suspend, revoke and/or withdraw the right of use at any time if:
- requirements for the issuance of certificates are not (or no longer) met, such as a suspension or withdrawal of accreditation.
  - requirements for the issuance of certificates are not (or no longer) met, for example because incomplete or untrue information was provided during the certification procedure;
  - the client does not comply with the obligations imposed in connection with the certification, e.g. the obligation to inform about changes or the performance obligations arising from the contract with DEKRA Certification GmbH, in particular payment obligations;
  - the contract with DEKRA Certification GmbH on the certification ends;
  - an object of use is used contrary to these terms of use;
  - the required surveillance audit or any other audit ordered by DEKRA Certification GmbH is not carried out on time or in full;
  - the surveillance audit shows that the requirements of the certificate are no longer met/are being complied with;
  - there are other reasons for the withdrawal of the certificate in accordance with this GCC or the contract.
- 7.12 DEKRA Certification GmbH is entitled to terminate the contract extraordinarily in the event of withdrawal of the certificate. Further claims for damages and other claims remain unaffected.
- 7.13 After the certificate has been revoked or the certificate has expired, the client shall cease all use of the object of use, in particular to refrain from any advertising relating to the object of use or the underlying service of DEKRA Certification GmbH and shall return all certification documents requested by DEKRA Certification GmbH. All certificates must be issued to DEKRA Certification GmbH.
- 7.14 DEKRA Certification GmbH is not liable for damages incurred by the client as a result of the justified withdrawal of the certificate.

## **8 Use of the DEKRA logo**

- 8.1 If the DEKRA logo is depicted on the certificate, DEKRA seal or document issued, § 7 of this GCC applies. In all other respects, the client is not entitled to use the name of DEKRA Certification GmbH, a company affiliated with DEKRA Certification GmbH, or the DEKRA logo.
- 8.2 The client shall not give the impression that it has a corporate or similar relationship with DEKRA Certification GmbH or a company affiliated with DEKRA Certification GmbH, or that it can act on behalf of DEKRA Certification GmbH or a company affiliated with DEKRA Certification GmbH, or that it can oblige it.

## **9 Use of the logo of an accreditor / standard-setter**

- 9.1 The client does not receive the right to use the DAkkS logo.
- 9.2 The logo of other accreditors/standard-givers may only be used if this has been contractually agreed separately.

## **10 Obligations of the client**

Failure to comply with the obligations specified in this § 10 may result in the performance of DEKRA Certification GmbH becoming impossible and the audit and/or certification procedure having to be terminated. In the event of termination of the audit, § 3.2.3 shall apply. In the event of a serious breach of the aforementioned obligations, DEKRA Certification GmbH is entitled to extraordinary termination of the contract and to withdraw the certificate or the DEKRA seal in accordance with § 7.11. Further claims for damages and other claims remain unaffected.

### **10.1 Preparation of the audit**

Prior to the audit, the client shall prepare the documents/information generally necessary for the audit and for the certification or requested by DEKRA Certification GmbH in addition to this and shall make them available to DEKRA Certification GmbH in good time.

### **10.2 During the term of the contract**

The client is obliged to comply with the certification requirements, including the implementation of corresponding changes, if these have been notified by DEKRA Certification GmbH.

### **10.3 Conducting the audit**

- 10.3.1 The client undertakes to provide DEKRA Certification GmbH with all information, information and documents required and relevant in the context of audits, certification in general and in other respects in a truthful, complete and timely manner, as well as to take all necessary precautions to ensure access to the appropriate equipment, the location(s), the area(s) and the personnel, and the customer's subcontractor. Documents must either be made available as copies or they must be made available for inspection. The client is obliged to provide at least representative samples of documents in accordance with the more detailed requirements of DEKRA Certification GmbH. Any costs associated with the provision shall be borne by the client. The client shall of its own accord draw attention to all processes and circumstances that could be of significance for the performance of the order. The client or suitable employees appointed by him must be available for questions during an entire audit.
- 10.3.2 The client is responsible for complying with any relevant (statutory, contractual, professional ethical) confidentiality and confidentiality obligations as well as data protection when disclosing information to the auditor.
- 10.3.3 The client is obliged to provide the auditors with appropriate premises for carrying out the audits on site.

## **11 Monitoring phase**

After receipt of a certificate, the client undertakes to always ensure that the requirements of the currently valid standards and systems attested to in the certificate are maintained during the entire validity period of the certificate and to have this checked in audits in accordance with the detailed specifications of this contract. The client is obliged to comply with the certification requirements and to notify DEKRA Certification GmbH immediately and at any time of any changes that may have an impact on the fulfilment of the requirements for the issuance or maintenance of the certificate. Such changes include, for example, those concerning: a) legal, economic or organisational status or ownership; b) organisation and management (e.g. key personnel in managerial positions, decision-making or specialist personnel); c) Contact address and locations; d) the scope covered by the certified management system; e) significant changes to the management system, services or processes.

### **11.1 Obligation to cooperate in occupational health and safety management systems**

The client undertakes to inform DEKRA Certification GmbH immediately if an incident such as:

- a serious occupational health and safety incident has occurred, such as a serious accident or
- a serious breach of the rules has been established,

which requires the involvement of the relevant supervisory authority.

Irrespective of the involvement of a competent regulatory authority, a special audit/audit may be required. This involves examining whether the management system has not been compromised and continues to function effectively. If the client refuses to carry out a special audit/audit, DEKRA Certification GmbH is entitled to withdraw from the contract and withdraw the relevant certification decision.

- 11.2 The client is obliged to take all necessary precautions to investigate complaints.
- 11.3 The client undertakes to take all necessary precautions for the participating representatives, if applicable, referred to in points 4.6 et seq.
- 11.4 The client undertakes to make claims regarding the certification in accordance with the scope of the certification.
- 11.5 The client undertakes not to use the certification in a way that could discredit DEKRA Certification GmbH, and not to make any statements about the certification that DEKRA Certification GmbH could consider misleading or unjustified.
- 11.6 In the event of suspension, withdrawal or termination of the certification, the client undertakes to cease the use of all advertising materials that contain any reference to the certification and to take the measures required by the certification program.
- 11.7 If the client makes the Certification Documents available to others, the client undertakes to reproduce the documents in their entirety or as specified in the certification programme.



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- 11.8 The client undertakes to make reference to the certification in communication media (including documents, brochures, advertising materials) to meet the requirements of DEKRA Certification GmbH.
- 11.9 The client undertakes to meet all the requirements described in the certification programme.
- 11.10 The client shall keep a record of all complaints that have been brought to the attention of the client in relation to compliance with the certification requirements and shall make these records available to DEKRA Certification GmbH upon request. The client shall take appropriate measures in relation to such complaints as well as any defects discovered in the Services that affect compliance with the requirements for certification. The measures taken must be documented by the client.

## 12 Transfer

In the event of suspension, restriction or withdrawal of accreditation, provided that the respective standard permits a transfer, DEKRA Certification GmbH undertakes to the client to fulfil the obligations under IAF MD:2 in analogous application, insofar as it concerns ongoing monitoring.

## 13 Confidentiality and data protection

### 13.1 Confidentiality

- 13.1.1 "Confidential Information" means all technical, financial, legal, tax information, information about designs, inventions, marketing or other information (including data, records and know-how) that the client makes available to DEKRA Certification GmbH directly or indirectly in connection with the contract or that DEKRA Certification GmbH otherwise comes to its attention.
- 13.1.2 Information is not considered confidential if it
- was already in the public domain at the time DEKRA Certification GmbH became aware of it or subsequently became public knowledge without a breach of this agreement;
  - was already known at the time DEKRA Certification GmbH became aware of it.
- 13.1.3 DEKRA Certification GmbH will treat confidential information as strictly confidential and will not pass it on to third parties or make it accessible in any other way and will take appropriate precautions to protect the confidential information. DEKRA Certification GmbH may only use confidential information for the purposes of preparing, assessing and executing the contract and may not otherwise use it for its own benefit or the benefit of third parties.
- 13.1.4 DEKRA Certification GmbH may disclose confidential information to employees with and without employee status, affiliated companies in accordance with §§ 15 et seq. of the German Stock Corporation Act (AktG) and their employees with and without employee status, as well as advisors who are legally obliged to maintain confidentiality, provided that they are each subject to an appropriate confidentiality obligation.
- 13.1.5 The confidentiality obligations do not apply if:
- the client has previously consented in writing to the disclosure of the confidential information to a third party in the specific individual case;
  - DEKRA Certification GmbH is obliged to disclose the confidential information by law, the order of a court, the order of an authority or other state institution or on the basis of the regulations of an accreditor.
- 13.1.6 DEKRA Certification GmbH is entitled to retain copies of the written documents that have been made available to DEKRA Certification GmbH for inspection or handed over for the execution of the order. The client expressly agrees that DEKRA Certification GmbH may make the name/company of the client, the object of use that the client may use (including the possibility of identification, e.g. an ID number), the validity of the object of use and other certificate-relevant information available to anyone on the Internet.
- 13.1.7 If DEKRA Certification GmbH makes confidential information available to third parties in accordance with these GCC or the other agreements with the client, DEKRA Certification GmbH shall inform the client thereof to the extent possible and permitted.
- 13.1.8 In the event of a complaint relating to the client, DEKRA Certification GmbH, the client and the complainant will agree on the possible publication of confidential information, in particular the subject matter of the complaint and its resolution.
- 13.1.9 DEKRA Certification GmbH is entitled to retain confidential information for the purposes of proper file management and archiving even after the end of the contract with the client.
- 13.2 Data protection
- 13.2.1 DEKRA Certification GmbH stores, processes and uses personal data of the client for the purpose of proper order fulfilment and for its own purposes. DEKRA also uses automatic data processing systems for this purpose. DEKRA Certification GmbH is committed to complying with the legal regulations on data protection.
- 13.2.2 Within the framework of statutory publication obligations or those prescribed by accreditors, DEKRA Certification GmbH may disclose the client's address data and facts relevant to the certificate. In addition, DEKRA Certification GmbH maintains a reference list of all certificate holders. This list is also made available to third parties.

## 14 Prices

DEKRA Certification GmbH calculated the prices agreed in the contract on the basis of the information provided by the client about the company. In the event of a change in circumstances within the client's company or in the event of a change in the applicable standards and regulations, the nature, scope or content of the audits to be carried out and, if applicable, certification may change.

In the event of qualitative and/or quantitative changes in the stock of the client's business compared to the stock of offers (e.g. change in the number of employees/locations, new fields of activity), the client must notify them immediately. In the event of the above-mentioned changes, the agreed remuneration must be adjusted on the basis of the remuneration calculation, taking into account the additional or

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reduced costs due to the change. In case of doubt, the additional or reduced expenses are to be assessed at the relevant remuneration rate from the contractual price table.

### 15 Subcontracting

The client agrees to the involvement of subcontractors by DEKRA Certification GmbH. However, DEKRA Certification GmbH always makes the certification decision itself.

### 16 Change of the contractual terms

- 16.1 DEKRA Certification GmbH is entitled to amend the contractual agreements if and to the extent that the certification requirements change in such a way that DEKRA Certification GmbH is only able to provide its contractually agreed service in accordance with the certification requirements under amended contractual agreements.
- 16.2 DEKRA Certification GmbH will inform the client of any changes to the contractual agreements within a reasonable period of time. The client shall have the opportunity to object to the amendment of the contractual agreements within the set period. If the client does not object within this period, the amended contractual agreements shall be deemed to have been agreed between the parties. In the event of an objection by the client, both parties have the right to terminate the contractual relationship with a notice period of one month from the date of receipt of the objection by DEKRA Certification GmbH.

### 17 Invalidity of a provision

In the event of the invalidity of one or more provisions of these Certification Conditions, the statutory provision shall be deemed to have been agreed in their place. In the absence of a statutory provision, the parties undertake to agree on a new effective provision that comes as close as possible to the meaning of the invalid provision. The validity of the remaining conditions remains unaffected.