

1 Scope

- 1.1 These General Validation and Verification Terms and Conditions (Allgemeine Validierungs- und Verifizierungsbedingungen, AVVB) apply to all contractual relationships between the Client and DEKRA Certification GmbH relating to services provided by DEKRA Certification GmbH, in particular in connection with the confirmation of a claim that the requirements for a specific intended future use or a specific intended application have been fulfilled, and in connection with the confirmation of a claim that specified requirements have been fulfilled.
- 1.2 For the purposes of these AVVB, validation and verification mean all corresponding activities the result of which consists of formal confirmation of compliance with specified requirements. Validations and verifications may be performed separately or in combination. Unless expressly agreed otherwise in an individual case, the provisions contained in these AVVB apply equally to both activities.

2 Terms and definitions

- 2.1 For the purposes of the following, “**accreditation body**” means the German Accreditation Body (Deutsche Akkreditierungsstelle, DAkkS), which has accredited DEKRA Certification GmbH to perform certifications based on standards, regulations or contracts for the certification of customers.
- 2.2 “**Scheme owners, programme owners or notified bodies**” means governmental or private-sector organisations that develop, issue or supervise a certification scheme and/or validation or verification programme, e.g. international standard setters, programme operators, competent authorities and notifying bodies at national or international level. For reasons of simplification and better readability, the term “**other external body**” is used below.
- 2.4 “**Validation**” is the assessment of prospective information, in particular assumptions, limitations and methods that support a statement about future outcomes.
- 2.5 “**Verification**” is the assessment of historical data and information to determine whether a greenhouse gas statement is materially correct in all respects and conforms to the specified criteria.
- 2.6 For the purposes of these AVVB, the terms “**validation**” and “**verification**” refer to activities for assessing claims, the result of which is a validation or verification statement. For simplification, the term “**validation/verification**” is used below.
- 2.7 “**Validation/verification requirements**” include all laws, standards, directives, ordinances, regulations, rules and other requirements of the legislator and/or the accreditation body and/or the other external body against which DEKRA Certification GmbH assesses the Client.
- 2.8 The “**validation/verification decision**” is the decision regarding the validation or verification statement, including its issue, refusal or withdrawal.
- 2.9 The “**validation/verification procedure**” means the procedure described below in § 3.
- 2.10 Where the term “**audit**” is used in these AVVB and in the underlying process and procedure documents of DEKRA Certification GmbH, this means - unless expressly provided otherwise - the validation/verification procedure or part of that procedure. Use of the term audit does not alter the fact that these are activities within the scope of a validation or verification procedure.
- 2.11 “**Validation/verification personnel**” includes all persons deployed by DEKRA Certification GmbH who are involved in the performance of validation or verification activities, in particular auditors and, where applicable, technical experts.

3 Validation/verification procedure

3.1 Deployment of validation/verification personnel

- 3.1.1 DEKRA Certification GmbH has the right to deploy both internal and external auditors and technical experts to provide the auditing services.
- 3.1.2 DEKRA Certification GmbH undertakes to deploy 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 deployed by DEKRA Certification GmbH if cooperation with the auditor is unreasonable for the Client or if the auditor is unsuitable for providing the service for other material reasons. The Client shall notify DEKRA Certification GmbH of the rejection without delay and state the reasons for it. In such a case, DEKRA Certification GmbH is obliged to deploy another suitable auditor instead of the rejected auditor.
- 3.1.4 If an auditor becomes unavailable immediately before or during the audit, DEKRA Certification GmbH shall name a substitute within a reasonable period of time. § 3.1.3 applies accordingly to the rejection of this substitute.

3.2 Audit dates and deadlines

- 3.2.1 The Client may indicate preferred dates for the performance of the audits, which DEKRA Certification GmbH will review with regard to capacity and practicability. Preferred dates indicated by the Client are non-binding and do not have to be met by DEKRA Certification GmbH. DEKRA Certification GmbH and the Client shall agree the binding dates in good time before the planned audit.
- 3.2.2 Audits must generally be carried out in full within certain deadlines. DEKRA Certification GmbH will inform the Client of the deadlines within which audits are to be performed. In connection with these deadlines, the Client has the following cooperation obligations:
- 3.2.3 The Client shall contact DEKRA Certification GmbH and agree a date for scheduling in such good time that DEKRA Certification GmbH can complete the audit within the deadline.
- 3.2.4 The Client shall allow an audit that has been started to be carried out in full. If the Client aborts an audit that has been started, or if DEKRA Certification GmbH aborts an audit that has been started and this abortion is based on a reason within the Client's sphere, the audit shall be deemed not to have been carried out.
- 3.2.5 If the Client fails to cooperate in agreeing or meeting the audit dates and, as a result, an audit cannot take place or cannot take place within the deadline, DEKRA Certification GmbH is entitled to terminate the contract extraordinarily. Further claims for damages and other claims remain unaffected. If a validation or verification statement and/or a DEKRA seal has been issued, DEKRA Certification GmbH is also entitled, in accordance with § 5.11, to withdraw the validation or verification statement or the DEKRA seal in accordance with DIN EN ISO/IEC 17029, clause 9.8.1 b) 2).
- 3.2.6 If serious events occur at the place or in the area where DEKRA Certification GmbH is to perform audits, in particular force majeure, unrest, armed or terrorist conflicts, or if travel warnings have been issued for the area by the German Federal Foreign Office, DEKRA Certification GmbH shall be released from its performance obligations to conduct the audit for the duration of the disruption and to the extent of its effect,

even if it should be in default. 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.

3.3 Sequence of the validation/verification procedure

If the contract provides for validation/verification of claims and does not otherwise regulate the procedure, the validation/verification procedure is divided into the following process stages:

3.3.1 Initial data collection

To request an offer for validation/verification, an enquiry may be made by telephone or alternatively via the website of DEKRA Certification GmbH. Among other things, information on the assessment basis and the assessment scope as well as any further necessary installation data is requested. The offer is prepared on the basis of this information.

3.3.2 Preparation of offer

On the basis of the basic data, DEKRA Certification GmbH prepares an offer describing the conditions for the validation/verification activity. The preliminary audit team is selected taking into account the necessary competence and availability. Possible risks in the validation/verification activities are also taken into account already during preparation of the offer.

In the Client's interest, all possibilities for reducing audit time are used. However, the conditions of the offer also include the possibility of charging for additional time required (additional effort) if the assessment effort is higher than initially contractually agreed. In this case, adjustments are coordinated in advance and mutually agreed. If the organisation confirms the offer or places an order on this basis, a preferred audit date may already be indicated.

3.3.3 Conclusion of contract & selection of auditors

The legally binding contract is the signed order placement, which is included in the annex to each offer. After conclusion of the contract, the current availability and approval of the planned audit team is checked again on the basis of the available information.

The auditors of DEKRA Certification GmbH are appointed according to their technical competence for the respective industry sectors (scopes) and are regularly trained on current issues of validation/verification and on the contents of international standards.

DEKRA Certification GmbH and, in particular, the selected auditors and technical experts are subject to strict impartiality and independence and may generally not provide consulting services or technical assistance. The term consulting also includes, for example, involvement in establishing, implementing or maintaining environmental statements. This also includes the performance of internal audits, training and seminars if company-specific solutions are offered. Auditors are obliged to maintain absolute confidentiality of the information obtained in the course of their activities.

The auditor prepares a detailed audit plan for the organisation. The auditors are named to the Client together with the audit plan. The organisation has the right to reject the auditors named by DEKRA Certification GmbH. In this case, DEKRA Certification GmbH will name a new audit team.

3.3.4 Audit preparation

Audit preparation is carried out by means of a document review (desk review) and always includes a strategic analysis and a risk assessment based on the documents submitted by the organisation. The environmental statement includes at least the organisational and reporting boundaries, the physical infrastructure, the organisation's activities, technologies and processes, and the relevant indicators of the environmental statement.

The result of the strategic analysis and the risk assessment forms the basis for the audit and the audit plan. In addition to general information on the installation operator, the audit plan primarily includes the duration of the assessment activity, the scope and the method for assessing the data and control activities.

The assessment of whether a site visit is necessary is also based on the result of the strategic analysis and risk assessment. A site visit is mandatory for an initial assessment or in the event of significant changes.

3.3.5 On-site audit

The date for the on-site audit is coordinated with the organisation in such a way that, before the existing deadline or the desired issuance of the validation or verification statement, sufficient time remains for possible adjustments or corrections to the environmental statement. After the date has been agreed, the audit team conducts the on-site audit based on analytical procedures and the available evidence documents in accordance with the audit plan. In addition to the requirements of DIN EN ISO 14065, the sequence is primarily based on the specifications of ISO 14064-3 and includes an opening meeting, various assessment activities, where applicable a site visit, an uncertainty assessment and a closing meeting.

In the closing meeting, the audit team leader gives the person responsible an oral interim report to inform them about the status of the validation or verification statement.

If DEKRA Certification GmbH identifies deficiencies during the audit that the Client does not remedy within the deadline as instructed by DEKRA Certification GmbH, DEKRA Certification GmbH is entitled to terminate the contract extraordinarily. Further claims for damages and other claims remain unaffected. If a validation or verification statement and/or a DEKRA seal has been issued, DEKRA Certification GmbH is also entitled, in accordance with § 5.11, to withdraw the validation or verification statement or the DEKRA seal in accordance with DIN EN ISO/IEC 17029, clause 9.8.1 b) 2).

3.3.6 Issue and release of the validation or verification statement

The final decision on issuing a validation or verification statement lies with the validation/verification committee (body). If the entire procedure has been successfully assessed, it issues the validation or verification statement. If circumstances become known after the validation or verification statement has been issued that have a material influence on the statement, the audit leader checks whether a revision is required. If the revision requires a special audit, the Client will be informed in good time.

4 Complaints and appeals concerning the Client, nonconformities, follow-up audit/improvement review and additional audit

- 4.1 A "complaint" concerning the Client is a claim by a third party that the Client does not meet the validation/verification procedure, the validation/verification requirements or the conditions for use of validation or verification statements, seals or other subject matters of use, and that is sufficiently specific for the facts to be investigated.

- 4.2 If the Client receives a complaint, the Client shall
(i) inform DEKRA Certification GmbH thereof without delay,
(ii) take suitable measures that may influence compliance with the requirements for validation/verification, and
(iii) take all necessary precautions to investigate and handle the complaint.
- 4.3 The Client shall, at its own expense, retain and document all documents and information as well as the measures taken that relate to the complaint and the measures taken for the duration of the contractual relationship with DEKRA Certification GmbH, and shall make them available to DEKRA Certification GmbH without delay for the assessment of complaints.
- 4.4 A regulated documented complaint management process exists for handling complaints and appeals. Complaints may be forwarded directly to DEKRA Certification GmbH or communicated as part of the client satisfaction analysis, which is carried out after completion of each project in the form of a questionnaire. Incoming complaints and appeals are processed without delay.
- 4.5 If deficiencies, e.g. nonconformities or misstatements, are identified during audits, or if DEKRA Certification GmbH receives information about a complaint concerning the Client, it is at the discretion of DEKRA Certification GmbH to carry out handling without an on-site audit, a follow-up audit or an improvement review. The prices according to the agreed price list or the daily rate of the respective year apply for this.
- 4.6 DEKRA Certification GmbH may order additional audits, including audits announced at short notice or unannounced audits. This occurs in particular if DEKRA Certification GmbH becomes aware of reasons for a possible withdrawal of a validation or verification statement, for investigating complaints for which the Client must take all necessary precautions, and in the event of changes to standards, directives or agreements underlying the validation/verification. DEKRA Certification GmbH will prepare a separate offer for the additional audit.
- 4.7 Follow-up audits, improvement reviews and additional audits must be carried out within the deadlines set by DEKRA Certification GmbH.
- 5 Witness audits / parallel audits / special audits**
- 5.1 The Client permits employees or representatives of the accreditation bodies and/or the other external body of DEKRA Certification GmbH to conduct witness audits, parallel audits or special audits at all of the Client's premises.
- 5.2 The employees or representatives of the accreditation body and/or the other external body who conduct the witness audit, parallel audit or special audit are selected by the respective accreditation body and/or the other external body; the Client is only entitled to reject such an employee or representative in writing no later than two weeks before the planned audit date if cooperation with him or her is unreasonable for the Client despite measures taken to safeguard confidentiality. Rejection is excluded if the specifications of the accreditation body and/or the other external body do not permit such rejection.
- 5.3 In the event of justified rejection of an employee or representative of the accreditation body and/or the other external body, DEKRA Certification GmbH will endeavour to ensure that the accreditation body and/or the other external body names a replacement. If replacement is not possible, both parties are entitled to terminate the contract extraordinarily.
- 5.4 The Client also undertakes to ensure the possibility of such witness audits, parallel audits or special audits at the Client's manufacturers and subcontractors.
- 6 Retention of records**
- The validation/verification records are managed by the validation/verification body and archived in accordance with the necessary retention periods. They include the justification for determining the validation/verification times (offer) and, where applicable, records of complaints or appeals.
- 7 Decision and issue of validation or verification statements**
- 7.1 DEKRA Certification GmbH has the sole right to make the validation/verification decision. DEKRA Certification GmbH makes this decision after proper performance of the validation/verification procedure. DEKRA Certification GmbH makes the validation/verification decision at its own discretion within the applicable standards and rules and based on the information and documents obtained during the audits.
- 7.2 If the validation and verification committee confirms the environmental statement to be assessed, the Client receives a validation or verification statement and, where applicable, a DEKRA seal (only if explicitly provided for in the contract) in accordance with the more detailed provisions of the contract.
- 7.3 If the validation/verification decision is negative, the Client does not receive a validation or verification statement because it does not meet all requirements for the issue of a validation or verification statement. 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, in accordance with § 5.10, to withdraw the validation or verification statement or the DEKRA seal in accordance with DIN EN ISO/IEC 17029, clause 9.8.1 b) 2).
- 7.4 DEKRA Certification GmbH has the right to refuse validation/verification and to withdraw from the contract if, before or during the validation/verification service, facts become known that preclude validation/verification or make continuation of the business relationship unreasonable (e.g. if the Client or its senior employees are involved in a breach of morals or law that calls the reliability of the company into question). DEKRA decides on the unreasonableness of the business relationship at its reasonable discretion within the meaning of § 315 BGB. In the event of withdrawal for the above-mentioned reasons, the services provided up to withdrawal shall, where applicable, be remunerated proportionately.
- 8 Exclusion of liability**
- 8.1 Validation/verification of systems (e.g. processes, workflows, methods) by DEKRA Certification GmbH is carried out exclusively on the basis of the information, data, documents and system statuses submitted at the time of the assessment. Liability for defects, errors or incompleteness attributable to subsequent changes (e.g. due to data migration, process adjustments or software updates), to insufficient implementation or to application errors by the Client or third parties is excluded.
- 8.2 DEKRA Certification GmbH assumes no liability for functional impairments or deviations from the validated/verified status that arise after completion of the validation or verification due to changes to the system, the data basis, the process environment or due to operating errors. The Client bears sole responsibility for continuously ensuring the effectiveness and suitability of the validated/verified systems after the assessment has been completed.
- 9 Issue and use of validation or verification statements, DEKRA seals and documents**
- 9.1 If the Client is issued a validation or verification statement for its environmental statement and, where applicable, a DEKRA seal is granted, or if assessment-related documents, e.g. reports, are made available to the Client (together the "subject matter of use"), the Client receives the right to use the subject matter of use in accordance with the following provisions.

- 9.2 DEKRA Certification GmbH remains the owner of the subject matter of use and of the trademark and copyright rights existing in this respect. Upon issue or handover of the subject matter of use, DEKRA Certification GmbH grants the Client the non-exclusive right to use it to the extent set out below.
- 9.3 Unless otherwise agreed, the subject matter of use was designed for use in the country in which DEKRA Certification GmbH has its registered legal seat; use abroad is exclusively at the Client's responsibility, and liability of DEKRA Certification GmbH is excluded in this respect.
- 9.4 The subject matter of use may only be used in the form in which it was issued and handed over. Changes, e.g. to the design, colour or text, are not permitted. The Client is not entitled to use only excerpts from the subject matter of use; i.e. the subject matter of use may only be used in its entirety.
- 9.5 If the Client also receives the subject matter of use in electronic form, the Client is only entitled to modify the subject matter of use with the prior consent of DEKRA Certification GmbH; reduction in size is only permitted down to the minimum font size Arial 4. In any case of resizing, the text contained on the subject matter of use must remain fully legible and the proportions of text and marks may not be changed.
- 9.6 The Client must ensure the reference of the subject matter of use to the assessment object by presenting the subject matter of use only in such a way that the average informed consumer understands it as marking the validated or verified activities, processes, systems or qualifications. The subject matter of use may only be used in connection with the activities, processes, systems or qualifications for which the subject matter of use was issued, and only to show that these activities, processes, systems or qualifications conform to the specifications against which they were validated or verified. The Client may not use the subject matter of use to advertise a product and may not give the impression that a product assessment by DEKRA Certification GmbH has taken place. The subject matter of use may not be used for assessment objects that have been changed compared with the assessment.
- 9.7 When using the subject matter of use, no impression may be created that the validation or verification statement or the seal applies to activities or sites outside the validation/verification scope.
- 9.8 The subject matter of use may not be used or referenced in a manner that could damage the reputation of DEKRA Certification GmbH or be considered misleading. The Client is responsible for the specific use of the subject matter of use and shall use it only in accordance with the 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 impermissible use of the subject matter of use.
- 9.9 DEKRA Certification GmbH is entitled at any time to restrict, suspend and/or withdraw the right of use in accordance with DIN EN ISO/IEC 17029, clause 9.8.1 b) 2), if (i) requirements for issuing the validation or verification statement are not or are no longer met, for example because incomplete or untrue information was provided in the validation/verification procedure; (ii) the Client does not comply with the obligations imposed in connection with the validation/verification, e.g. the duty to provide information about changes, or does not fulfil the performance obligations under the contract with DEKRA Certification GmbH, in particular payment obligations; (iii) the contract with DEKRA Certification GmbH for the validation/verification ends; (iv) a subject matter of use is used contrary to these conditions of use; (v) a required audit ordered by DEKRA Certification GmbH is not carried out within the deadline or not carried out in full; (vi) other reasons for withdrawal of the validation or verification statement exist in accordance with these AVVB or the contract.
- 9.10 In the event of withdrawal of the validation or verification statement, DEKRA Certification GmbH is entitled to terminate the contract extraordinarily. Further claims for damages and other claims remain unaffected.
- 9.11 After withdrawal of the validation or verification statement, the Client must cease any use of the subject matter of use, in particular refrain from any advertising that refers to the subject matter of use or to the underlying service of DEKRA Certification GmbH.
- 9.12 DEKRA Certification GmbH is not liable for damages incurred by the Client as a result of withdrawal of the validation or verification statement.
- 10 Use of the DEKRA logo**
- 10.1 If the DEKRA logo is displayed on the issued validation or verification statement, the DEKRA seal or document, § 5 of these AVVB applies. Otherwise, the Client is not entitled to use the name of DEKRA Certification GmbH, of an affiliated company of DEKRA Certification GmbH or the DEKRA logo.
- 10.2 The Client may not give the impression that it has a corporate law or similar relationship with DEKRA Certification GmbH or a company affiliated with DEKRA Certification GmbH, or that it can act for or bind DEKRA Certification GmbH or a company affiliated with DEKRA Certification GmbH.
- 11 Use of the logo of an accreditation body and/or other external body**
- 11.1 The Client does not receive the right to use the DAkkS logo.
- 11.2 The logo of other accreditation bodies and/or other external bodies may only be used if this has been separately agreed by contract.
- 12 Obligations of the Client**
- Failure to comply with the obligations set out in this § 8 may make it impossible for DEKRA Certification GmbH to provide the service and may require the audit and/or the validation/verification procedure to be aborted. In the event of abortion of the audit, § 3.2.3 applies. In the event of a serious breach of the obligations mentioned, DEKRA Certification GmbH is entitled to terminate the contract extraordinarily and to withdraw the validation or verification statement or the DEKRA seal in accordance with § 5.10. Further claims for damages and other claims remain unaffected.
- 12.1 Preparation of the audit**
- Before the audit, the Client shall prepare the documents/information necessary for the audit and necessary for the validation/verification, or additionally requested by DEKRA Certification GmbH, and make them available to DEKRA Certification GmbH in good time.
- 12.2 Performance of the audit**
- 12.2.1 The Client undertakes to provide DEKRA Certification GmbH truthfully, completely and on time with all information, details and documents generally required and relevant in the context of audits, verification or validation and otherwise, and to take all necessary precautions to grant access to the relevant equipment, the site(s), area(s), personnel and the Client's subcontractors. Documents must either be provided as copies or inspection must be made possible.
- 12.2.2 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 making these available shall be borne by the Client. The Client shall proactively draw attention to all processes and circumstances that could be relevant to performance of the order. The Client or suitable employees named by the Client must be available for questions throughout an entire audit.

12.2.3 The Client is responsible for maintaining any applicable (statutory, contractual, professional) confidentiality and non-disclosure obligations as well as data protection when disclosing information to the auditor.

12.2.4 The Client is obliged to provide the auditors with appropriate rooms for performing the on-site audits.

12.3 Facts discovered after validation/verification

12.3.1 After receiving a validation or verification statement, the Client always undertakes to ensure that the prerequisites of the standards and systems attested in the validation or verification statement are maintained.

12.3.2 The Client is obliged to fulfil the validation/verification requirements and to notify DEKRA Certification GmbH without delay and at any time of all changes that may influence fulfilment of the prerequisites for issuing the validation or verification statement. Such changes include, for example, changes concerning: (i) the legal, economic or organisational status or ownership; (ii) organisation and management (e.g. key personnel in management positions, decision-making or technical personnel); (iii) contact address and sites; (iv) the organisational and reporting boundaries defined in the environmental statement; (v) material changes to the processes.

13 Termination of a contract

13.1 Ordinary termination

If a contract has been concluded for an indefinite period, it may be terminated by either party with three months' notice to the end of a month, unless mandatory statutory provisions or contractually agreed special provisions conflict with this. The right to extraordinary termination for good cause remains unaffected.

13.2 Extraordinary termination for good cause

13.2.1 A contract may be terminated by either party at any time for good cause in text form.

13.2.2 Good cause exists if, taking into account all circumstances of the individual case and weighing the interests of both parties, the terminating party cannot reasonably be expected to continue the contract - even only until expiry of an ordinary notice period.

13.2.3 DEKRA Certification GmbH is entitled to extraordinary termination for good cause in particular if

- (i) the Client directly or indirectly attempts to impermissibly influence results, findings, assessments, decisions or reports of DEKRA Certification GmbH, or to influence their content or how they are produced, in particular within validation/verification and certification procedures and audits;
- (ii) facts exist or become known that are capable of impairing or seriously calling into question the independence, impartiality, objectivity or competence of DEKRA Certification GmbH or of the persons deployed by DEKRA Certification GmbH, and this situation is not remedied without delay;
- (iii) DEKRA Certification GmbH is prevented, in whole or in part, from further performing the contract, or can no longer perform it in conformity with accreditation or notification requirements, due to statutory, official, normative, accreditation-, recognition- or notification-law requirements, decisions or measures of accreditation bodies, in particular DAkkS, EA (European co-operation for Accreditation), Global ACI (Global Accreditation Cooperation Incorporated), and/or other external bodies;
- (iv) an accreditation, recognition, notification or other official or scheme-related authorisation of DEKRA Certification GmbH that is relevant to performance of the contract is suspended, restricted, withdrawn, not renewed or changed in a way that makes continuation of the contract impossible or unreasonable;
- (v) the Client makes incomplete, incorrect or misleading statements, withholds relevant information or fails to notify changes that are material to the audit, assessment, inspection, certification, validation or verification;
- (vi) the Client violates obligations under the contract or these conditions, in particular obligations to cooperate, provide information, tolerate access, maintain confidentiality, protect data or use certificates, validation/verification statements, marks, seals or reports properly, and does not remedy the violation despite being requested to do so, if a request is required;
- (vii) the Client refuses, prevents or significantly impedes a required audit, witness audit, parallel audit, special audit, assessment or other inspection measure by DEKRA Certification GmbH, an accreditation body, recognition body, notifying body or other external body;
- (viii) facts exist that are likely to materially impair the validity, meaningfulness or usability of audit, assessment, inspection or certification results of DEKRA by accreditation, recognition or supervisory bodies, authorities, contracting partners or the market;
- (ix) other circumstances occur or become known that, taking into account the accreditation-, recognition- or notification-law obligations of DEKRA Certification GmbH, make continuation of the contract unreasonable.

13.2.4 Setting a deadline or issuing a warning is not required if, by the nature of the good cause, it is dispensable, is not permissible for reasons relating to accreditation, recognition or notification law, or in the view of DEKRA Certification GmbH has no prospect of success.

13.2.5 Upon the termination becoming effective, DEKRA Certification GmbH is entitled to cease further performance of the contractually owed services without delay, unless mandatory accreditation-, notification- or supervisory-law obligations require a different course of action.

13.2.6 Further claims for damages and other claims remain unaffected. If a certificate and/or a DEKRA seal has been issued, DEKRA Certification GmbH is also entitled, in accordance with §§ 7.11 et seq., to suspend or withdraw the certificate or the DEKRA seal.

14 Complaints and appeals against DEKRA Certification GmbH

14.1 The Client has a right to complain and appeal regarding validation/verification activities that are the responsibility of DEKRA Certification GmbH. The complaint or appeal must be submitted in writing to DEKRA Certification GmbH.

14.2 DEKRA Certification GmbH confirms to the complainant or appellant receipt of the complaint or appeal and that it will process it.

14.3 DEKRA Certification GmbH informs the complainant or appellant of the result and conclusion of the complaint or appeal procedure.

15 Confidentiality and data protection

15.1 Confidentiality

15.1.1 "Confidential Information" means all technical, financial, legal, tax information, information about designs, inventions, marketing or other information (including data, records and know-how) which the Client makes accessible directly or indirectly in connection with the contract with DEKRA Certification GmbH or of which DEKRA Certification GmbH otherwise becomes aware.

15.1.2 Information shall not be deemed confidential if (i) it was already publicly known at the time DEKRA Certification GmbH obtained knowledge of it or thereafter became publicly known without a breach of this agreement; (ii) it was already known to DEKRA Certification GmbH at the time it obtained knowledge of it; (iii) it was obtained by DEKRA Certification GmbH from a third party before conclusion of this agreement or is obtained thereafter from a third party without breach of this agreement, provided that the third party in each case lawfully came into possession of the Confidential Information and does not breach any confidentiality obligation binding on it by disclosing it; (iv) it was developed by DEKRA Certification GmbH independently of Confidential Information.

- 15.1.3 DEKRA Certification GmbH shall treat Confidential Information as strictly confidential and shall neither forward it to third parties nor otherwise make it accessible, and shall take suitable precautions to protect the Confidential Information. DEKRA Certification GmbH may use Confidential Information only for the purposes of preparing, assessing and performing the contract and may not otherwise use it for its own benefit or for the benefit of third parties.
- 15.1.4 DEKRA Certification GmbH may disclose Confidential Information to employees with and without employee status, affiliated companies pursuant to §§ 15 et seq. AktG and their employees with and without employee status, as well as to advisors legally obliged to maintain confidentiality, provided that each is subject to an appropriate confidentiality obligation.
- 15.1.5 The confidentiality obligations do not apply if (i) the Client has given prior written consent for the specific individual case of disclosing the Confidential Information to a third party; (ii) DEKRA Certification GmbH is obliged to disclose the Confidential Information by law, by a court decision, by an order of an authority or other governmental institution, or on the basis of the regulations of an accreditation body.
- 15.1.6 DEKRA Certification GmbH is entitled to retain copies for its records of the written documents that were provided to DEKRA Certification GmbH for inspection or handed over for performance of the order.
- 15.1.7 The Client expressly agrees that DEKRA Certification GmbH makes available on the internet to everyone the name/company of the Client, the subject matter of use that the Client is entitled to use (including means of identification, e.g. an ID number), the validity of the subject matter of use and other relevant information.
- 15.1.8 If DEKRA Certification GmbH makes confidential information available to third parties in accordance with these AVVB or the other agreements with the Client, DEKRA Certification GmbH will inform the Client thereof to the extent possible and permitted.
- 15.1.9 In the event of a complaint concerning the Client, DEKRA Certification GmbH, the Client and the complainant will coordinate on any publication of Confidential Information, in particular the subject matter of the complaint and its resolution.
- 15.1.10 DEKRA Certification GmbH is entitled to retain Confidential Information for the purposes of proper file keeping and archiving even after the end of the contract with the Client.

15.2 Data use/protection

- 15.2.1 DEKRA Certification GmbH stores, processes and uses personal data of the Client for the purpose of proper performance of the order and for its own purposes. DEKRA also uses automated data processing systems for this. DEKRA Certification GmbH undertakes to comply with the statutory data protection regulations.
- 15.2.2 Within the scope of publication obligations required by law or by accreditation bodies, DEKRA Certification GmbH may disclose the Client's address data and relevant facts relating to the validation/verification. In addition, DEKRA Certification GmbH maintains a reference list with all holders of validation or verification statements. This list is also made available to third parties.

16 Prices

- 16.1 DEKRA Certification GmbH calculated the prices agreed in the contract based on the Client's information about the company. If circumstances within the Client's company change or if the applicable standards and regulations change, the type, scope or content of the audits to be performed and, where applicable, the validation/verification may change.
- 16.2 In the event of qualitative and/or quantitative changes in the status of the Client's operation compared with the status on which the offer was based (e.g. change in the number of employees/sites, new fields of activity), the Client must notify these without delay. In the event of the above-mentioned changes, the agreed remuneration shall be adjusted based on the remuneration calculation, taking into account the additional/reduced costs caused by the change. In case of doubt, the additional or reduced effort shall be charged at the respective applicable remuneration rate from the contractual price table.

17 Non-accredited procedures

For validation or verification activities that do not fall under an accreditation of DEKRA Certification GmbH, these AVVB apply accordingly unless otherwise agreed by contract.

18 Subcontracting

The Client agrees to the involvement of subcontractors by DEKRA Certification GmbH. However, DEKRA Certification GmbH always makes the validation/verification decision itself.

19 Amendment of the contractual agreements

- 19.1 DEKRA Certification GmbH is entitled to amend the contractual agreements if and to the extent that the validation/verification requirements change in such a way that DEKRA Certification GmbH is able to provide its contractually agreed service in accordance with the validation/verification requirements only under amended contractual agreements.
- 19.2 DEKRA Certification GmbH will inform the Client of amendments to the contractual agreements with reasonable notice of at least three months. The Client has the opportunity to object to the amendment of the contractual agreements within the period set. If the Client does not object within this period, the amended contractual agreements shall be deemed agreed between the parties. In the event of the Client's objection, both parties have the right to terminate the contractual relationship with one month's notice from receipt of the objection by DEKRA Certification GmbH.

20 Invalidity of a provision

In the event of invalidity of one or more provisions of these Validation and Verification Terms and Conditions, the statutory provision shall be deemed agreed in its place. If no statutory provision exists, the parties undertake to agree a new valid provision that comes closest to the meaning of the invalid provision. The validity of the remaining terms and conditions remains unaffected.