



## GENERAL TERMS AND CONDITIONS FOR THE PERFORMANCE OF ASSESSMENT AND CERTIFICATION SERVICES

DEKRA Certification UK Ltd

### Clause 1 Applicability

1.1 These General Terms and Conditions for the Performance of Assessment and Certification Services (General Terms and Conditions) shall apply to any agreement (including, where applicable, any Certification Agreement) between the Other Party (as defined below) and DEKRA Certification (herein referred to as "the Agreement") under which DEKRA Certification is to perform assessment services or have assessments performed of products, management systems and processes as described in DEKRA Certification's quotation (and any applicable specifications referred to therein), as well as professional skills of persons rendered by or on behalf of DEKRA Certification in accordance with these General Terms and Conditions ("**the Services**"). These General Terms and Conditions shall apply to the Agreement (including, where applicable, any certificate agreement entered into by the parties) and all quotations submitted by DEKRA Certification and shall bind the parties pursuant to clause 3 unless the parties have expressly otherwise agreed in writing.

1.2 The name DEKRA Certification refers to DEKRA Certification UK Limited (registered in England and Wales with company number 13129030) and those companies with which DEKRA Certification UK Limited is affiliated, as may be stated in DEKRA Certification's quotation.

1.3 The party who has requested DEKRA Certification to render the Services intended herein as stated in DEKRA Certification's quotation and hereinafter referred to as "the Other Party".

### Clause 2 Validity of quotations

2.1 If any quotation submitted by DEKRA Certification does not state the period of validity, then the quotation shall be valid for a period of sixty (60) days.

2.2 DEKRA Certification reserves the right to amend its quotation (including, without limitation, any specifications referred to in its quotation) if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and DEKRA Certification shall notify the Other Party in any such event.

### Clause 3 Effectuation of the Agreement and performance of the Services

3.1 Any quotation submitted by DEKRA Certification shall not constitute an offer.

3.2 The Other Party's order for Services as set out in the Other Party's purchase order form, the Other Party's written acceptance of a quotation by DEKRA Certification, or overleaf, as the case may be (the "**Order**") constitutes an offer by the Other Party to purchase Services from DEKRA Certification in accordance with these General Terms and Conditions.

3.3. The Order shall only be deemed to be accepted if DEKRA Certification confirms in writing acceptance of an Order, or if DEKRA Certification has commenced with the actual performance of the Agreement, at which point the Agreement shall come into existence.

3.4 Any samples, drawings, descriptive matter or advertising issued by DEKRA Certification, and any descriptions or illustrations contained in DEKRA Certification's catalogues or brochures or websites,

DEKRA Certification UK Ltd

Stokenchurch House, Oxford Road, Stokenchurch, Bucks, ENGLAND, HP14 3SX

+44 330 9120 368

[certification.uk@dekra.com](mailto:certification.uk@dekra.com)

Company Registration Number 13129030



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are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

3.5 These General Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Other Party seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.6 In these General Terms and Conditions, 'in writing' shall also be understood to mean 'by email'.

3.7 DEKRA Certification warrants to the Other Party that the Services will be provided using reasonable care and skill.

### **Clause 4 Delay of the Order**

4.1 In the event of delay in or prolongation of the Services agreed upon, DEKRA Certification shall have the right to charge the Other Party for any additional costs and expenses incurred, if no blame for such delay or prolongation can be attributed to DEKRA Certification employees or to any persons involved in the performance of the Services by order of DEKRA Certification.

4.2 The provisions of Clause 4.1 shall also apply in the event that DEKRA Certification's assessment forming part of the Services is performed for the purpose of certification by a third party and that third party requires one or more additional assessments and/or inspections to be performed. The same applies when the Other Party requests additional assessment Services. In such cases DEKRA Certification shall not be responsible for any delay in providing the Services.

### **Clause 5 Rates and payments**

5.1 The rates payable in respect of the Services (as set out in DEKRA Certification's quotation) will be increased by Value Added Tax (VAT) and any other taxes connected with the Services to be performed by DEKRA Certification and for which DEKRA Certification is responsible. The rates are based upon the execution of Orders under non-exceptional circumstances and, in the event that exceptional circumstances arise, DEKRA Certification shall be entitled to increase the rates payable in respect of the Services on giving notice to the Other Party.

5.2 DEKRA Certification is entitled to adjust its rates once per year on giving notice to the Other Party.

5.3 In the event that the Other Party requests a reassessment due to the incompleteness or inadequacy shown by the assessment carried out by DEKRA Certification as part of the Services, or for any other reason, the Other Party shall be charged separately for the costs incurred by DEKRA Certification in carrying out such reassessment.

5.4 Payments shall be made by the Other Party in full and cleared funds without deduction or setoff of any kind within thirty (30) days from the date of invoice. The Other Party shall pay all invoices submitted by DEKRA Certification to the bank account nominated in writing by DEKRA Certification from time to time. Time for payment of DEKRA Certification's invoices shall be of the essence of the Agreement. Possible complaints concerning the invoice shall be lodged within such thirty (30) day period but shall not lead to suspension of the Other Party's obligation to pay. DEKRA Certification shall invoice the Other Party at the points in time stated in DEKRA Certification's quotation or, if DEKRA Certification's quotation is silent as to when invoices will be issued, DEKRA Certification shall invoice the Other Party at the points in time determined by DEKRA Certification.

5.5 If the Other Party fails to make a payment due to DEKRA Certification under the Agreement by the due date, then, without limiting DEKRA Certification's other remedies under the Agreement, the Other Party shall pay interest on the overdue sum from the due



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date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at the statutory interest rate from time to time. 5.6 In the event that DEKRA Certification takes measures for the recovery of debts against the Other Party and/or for the maintenance or enforcement of its other rights against the Other Party, the Other Party shall indemnify all costs and expenses incurred by DEKRA Certification in taking such measures. These costs and expenses shall include, without limitation, all payments made to third parties engaged by DEKRA Certification for the execution of such measures and all expenses incurred by DEKRA Certification within its own organization, which may reasonably be attributed to the said measures.

5.7 Prior to the (further) completion of any Orders, DEKRA Certification is at all times entitled to require sufficient security and other financial assurances to be furnished by the Other Party for its obligations due to DEKRA Certification under the Agreement.

5.8 Without prejudice to any other remedies that DEKRA Certification may have, in case the Other Party fails to observe the provisions of Clauses 7.2, 7.3, 8, 17.2, 17.3 or 18, the Other Party shall be liable to pay to DEKRA Certification a sum of £25,000 (twenty-five thousand pounds sterling) for each incident of breach, which the parties confirm is reasonable and proportionate to protect DEKRA Certification's legitimate interest in the Other Party's performance.

5.9 The Other Party remains at all times responsible towards third parties, including the public authorities concerned, for the Other Party's compliance with the relevant legal requirements.

### **Clause 6 Cooperation by the Other Party**

6.1 The Other Party shall, at its own cost (including shipping costs), make available to DEKRA Certification any and all materials, information and data required by DEKRA Certification to perform the Services agreed upon and grants to DEKRA Certification an irrevocable, royalty-free, worldwide licence to use such materials, information and data for the purpose of DEKRA Certification complying with its obligations under the Agreement.

6.2 Samples will be destroyed after the performance of the Services, unless the Other Party has made a prior request in writing to return the same at its own cost.

6.3 The Other Party shall allow DEKRA Certification, its employees, agents, consultants and subcontractors, access to the appropriate production locations at which the Services are to be performed and shall ensure the safety and security of DEKRA Certification's staff and relevant subcontractors attending such locations.

6.4 In the event that the continuation of DEKRA Certification's accreditations provided as part of the Services requires third-party witnessing of DEKRA Certification's assessments, the Other Party shall lend its full cooperation thereto. 6.5 The Other Party shall:

- a. ensure that the terms of the Order are accurate and complete; and
- b. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

6.6 If DEKRA Certification's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Other Party or failure by the Other Party to perform any relevant obligation ("**Other Party Default**"):

(a) without limiting or affecting any other right or remedy available to it, DEKRA Certification shall have the right to suspend performance of the Services until the Other Party remedies the Other Party Default, and to rely on the Other Party Default to relieve it from the performance of any of its



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obligations in each case to the extent the Other Party Default prevents or delays DEKRA Certification's performance of any of its obligations;

(b) DEKRA Certification shall not be liable for any costs or losses sustained or incurred by the Other Party arising directly or indirectly from DEKRA Certification's failure or delay to perform any of its obligations as set out in this clause 6; and

(c) the Other Party shall reimburse DEKRA Certification on written demand for any costs or losses sustained or incurred by DEKRA Certification arising directly or indirectly from the Other Party Default.

### **Clause 7 Reports and certification**

7.1 DEKRA Certification shall submit to the Other Party a written report of the results of the assessment performed as part of the Services.

7.2 The contents of the reports, exhibits, certificates and/or letters originating from DEKRA Certification as part of the Services may be published only if reproduced word for word without amendment, in their entirety and in the language in which they were written.

7.3 Unless DEKRA Certification has expressly granted the Other Party the right to use a certificate, certification mark and/or an attestation of conformity as part of the Services, the Other Party shall not in any manner suggest to third parties that there has been any certification or attestation by DEKRA Certification, as intended in Clause 15 (if applicable).

### **Clause 8 Confidentiality and intellectual property**

8.1 Each party shall treat as confidential any and all information received by the other party in the course of the performance of the Services agreed upon or acquired in any other manner (whether or not expressly marked as confidential), the secrecy of which is known or should reasonably be recognized by the receiving party. Each party shall use such information only for the purpose of carrying out their respective obligations under the Agreement. These obligations shall remain in force notwithstanding the termination or dissolution of the Agreement(s) in question. The methods and techniques applied by DEKRA Certification shall in any event be deemed to be confidential.

8.2 DEKRA Certification shall be authorized to provide the Other Party's confidential information to third parties on the basis of the applicable conditions of the relevant accreditation or designation of DEKRA Certification as a certifying institution. Likewise, if the request for an assessment is aimed at certification by a third party, DEKRA Certification shall be authorized to provide the Other Party's confidential information to that third party.

8.3 The provisions of Clause 8.1 do not apply to information which

a. is or will become public without a wrongful act of the receiving party, or

b. is lawfully made available to the receiving party by a third party without the obligation of confidentiality, or

c. was demonstrably already in the receiving party's lawful possession prior to the receipt thereof, or

d. was designated in writing as non-confidential by the Other Party, or

e. is published or disclosed to any appropriate authority by the receiving party on the basis of a legal obligation or a standard of care that applies to the receiving party.

8.4 After the termination or expiration of the Agreement(s), each party shall, without undue delay, return to the other party the confidential information received from that party, subject to the right of the first party to retain one copy of such documents as proof of the test and certification results and for the event that a dispute between the parties arises.



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8.5 DEKRA Certification's employees are bound to follow DEKRA Certification's rules of conduct from time to time in order to guarantee the confidentiality and the independence of any assessment performed as part of the Services.

8.6 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Other Party) shall be owned by DEKRA Certification (or its licensors). In this clause "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

### **Clause 9 Subcontracting**

9.1 DEKRA Certification shall be entitled to sub-contract or otherwise engage third parties for the performance of the Services (in whole or in part), but assumes the full responsibility and liability therefore, without prejudice to the provisions of Clause 11.

9.2 DEKRA Certification may assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without the prior written consent of the Other Party provided that such action is consistent with DEKRA Certification's requirements and obligations as a Notified Body and/or a Conformity Assessment Body (as the case may be from time to time).

### **Clause 10 Processing of personal data**

10.1 For the purposes of this clause 10 "Data Protection Legislation" means data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018. **Personal data, processor and controller** have the meaning given in the Data Protection Legislation.

10.2 The parties acknowledge that they may, during the term of this agreement, share with each other certain personal data (including, without limitation, names and contact details) regarding their respective employees, officers, agents or consultants. Each party will ensure it complies with the Data Protection Legislation in its handling of such personal data.

10.3 The Other Party warrants that it has the necessary notices and consents in place to enable lawful transfer of any personal data to DEKRA Certification.

10.4 Insofar as DEKRA Certification processes personal data in the performance of the Services, it shall be regarded as a processor. The Other Party is the controller responsible for this personal data.

10.5 The processing of personal data by DEKRA Certification shall be limited to what is strictly necessary for the performance of the Services. DEKRA Certification shall further only process the data on the basis of written instructions from the Other Party or insofar as it is legally required to do this.

10.6 DEKRA Certification shall destroy the personal data as soon as possible after the completion of the Services, unless a legal obligation requires DEKRA Certification to retain it further.

10.7 Personal data is regarded as confidential information as referred to in clause 8.



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10.8 DEKRA Certification shall inform the Other Party without unreasonable delay about an infringement in connection with personal data and, in that context, provide the Other Party with all the relevant (additional) information, unless it is not probable that the infringement in relation to personal data constitutes a risk to the rights and freedoms of natural persons. DEKRA Certification shall document the infringements and all relevant facts and circumstances with regard to the infringement.

10.9 In case of subcontracting as referred to in article 9, DEKRA Certification shall inform the Other Party in advance about the third party/parties to be engaged, and give the Other Party the opportunity to file an objection against the respective party/parties.

### **Clause 11 Liability**

11.1 Subject to clause 11.9, DEKRA Certification shall only be liable to the Other Party for losses and liabilities that arise as a direct result of a negligent failure of DEKRA Certification to carry out any of its obligations under the Agreement or as a result of a deliberate default of DEKRA Certification subject to these General Terms and Conditions.

11.2 Subject to clause 11.9, DEKRA Certification's total liability (including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise) to the Other Party under and/or in connection with the Agreement shall be limited to the amount of £125,000 (one hundred and twenty-five thousand pounds sterling). In the event that the Other Party owes an amount exceeding £125,000 (one hundred and twenty-five thousand pounds sterling) for the Services agreed upon, DEKRA Certification's total liability (including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise) to the Other Party under and/or in connection with the Agreement shall be limited to the amount that the Other Party owes for the Services in question, up to a maximum of £1,250,000 (one million two hundred and fifty thousand pounds sterling).

11.3 Subject to clause 11.9, in no event shall DEKRA Certification be liable for any consequential damages, including but not limited to:

- a. damages resulting from delay in the performance of the Services agreed upon;
- b. loss of information of the Other Party;
- c. loss of profit;
- d. loss of sales; or
- e. damage of reputation or goodwill of the Other Party or third parties.

11.4 Any liability for damages on the part of DEKRA Certification shall lapse if the Other Party has not informed DEKRA Certification in writing of the liability within thirty days after the date the liability was discovered or reasonably should have been discovered. DEKRA Certification's liability shall lapse in any case if the Other Party has not initiated legal action for the recovery of damages within two years after the date of the performance of the Services which caused the relevant damage.

11.5 The Other Party shall indemnify DEKRA Certification against all damages, costs and expenses that DEKRA Certification may incur as a result of claims by third parties, including employees of DEKRA Certification, that are caused by or connected with Services performed for the Other Party by DEKRA Certification. DEKRA Certification will not be entitled to appeal to this indemnity clause if and insofar as the damage to a third party is attributable to intent or wilful negligence of DEKRA Certification or its operational management.

11.6 The limitations of liability of DEKRA Certification intended in these General Terms and Conditions do not apply to damages caused by wilful misconduct or gross negligence on the part of DEKRA Certification or its management.



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11.7 The limitations on the obligation to pay damages as well as the Other Party's obligation to indemnify in accordance with these General Terms and Conditions, are also stipulated for the benefit of DEKRA Certification's employees and for the benefit of third parties which DEKRA Certification has engaged for the performance of the Services.

11.8 DEKRA Certification shall not be liable for failure to fulfil any of its obligations in case the failure is caused by circumstances beyond DEKRA Certification's control ("force majeure"). During force majeure DEKRA Certification's obligation to fulfil its obligations under the Agreement shall be suspended without liability to the Other Party. In the event that the performance of DEKRA Certification's contractual obligations is made impossible by force majeure for a period longer than thirty days, each party shall be entitled to terminate the Agreement without judicial intervention and without any obligation whatsoever to compensate the damages of the Other Party. In any case, force majeure shall be understood to include, without limitation, measures imposed by the government.

11.9 Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

### **Clause 12 Termination of the Agreement**

12.1 Notwithstanding the provisions stated in the foregoing clauses, in the event that the Other Party fails, fails to properly or fails to timely fulfil any of its obligations towards DEKRA Certification under the Agreement, DEKRA Certification shall be entitled, upon giving notice to the Other Party, to suspend performance of the Services, or to terminate the Agreement without judicial intervention, in whole or in part, without any obligation on DEKRA Certification to pay damages, but without prejudice to DEKRA Certification's right to seek compensation for the detriment resulting from the Other Party's failure and the suspension or the termination of the Agreement. The same applies if DEKRA Certification considers that the Other Party will fail to fulfil its obligations and the Other Party does not provide adequate security for such fulfilment upon DEKRA Certification's first request to do so. In those instances, all accounts and Orders receivable by DEKRA Certification from the Other Party will become payable immediately.

12.2 In the event of the Other Party's bankruptcy, suspension of payment, or liquidation, if the Other Party is placed under a trustee or administrator or under any other form of legal restraint, or any similar step or action is taken in another jurisdiction, the Other Party will be deemed to be in default of the Agreement; this will give DEKRA Certification the right, without formal notice of default and without judicial intervention or liability to the Other Party, to terminate the Agreement in whole or in part on the same conditions as stated above.

12.3 On termination of the Agreement the Other Party shall immediately pay to DEKRA Certification all of DEKRA Certification's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, DEKRA Certification shall submit an invoice, which shall be payable by the Other Party immediately on receipt.

12.4 Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.



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12.5 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

### **Clause 13 Disputes and applicable law**

13.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these General Terms and Conditions and the Agreement or its subject matter or formation. 13.2 These General Terms and Conditions and the conclusion and execution of the Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement and/or these General Terms and Conditions or their subject matter or formation shall be governed by the laws of England and Wales .

### **Clause 14 General**

14.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

14.3 Except as set out in the Agreement, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.4 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part-provision of the Agreement deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.5 Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

### **Clause 15 Certification agreement**

The following provisions shall apply to all Agreements entered into by DEKRA Certification in which the Other Party is granted the right to make use of a certificate, certification marks and/or attestations of conformity ("certification") and such Agreements shall herein be referred to as "Certification Agreements". Only written Certification Agreements signed by both parties are valid and binding. These General Terms and Conditions shall be supplemental to the terms of the Certification Agreement.

### **Clause 16 Fees**

16.1 The fees agreed upon in respect of a Certification Agreement will cover the certification and registration costs made by DEKRA Certification, and the Other Party shall pay such fees in advance.

16.2 Unless otherwise agreed, the inspections and follow-up assessment Services performed by DEKRA Certification within the applicable framework of the certification shall be charged against





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DEKRA Certification's rates then applicable in addition to the fees set out in DEKRA Certification's quotation, subject to the provisions of clause 5.

### **Clause 17 Publicity and publications**

17.1 DEKRA Certification shall be entitled to publish the issuance or withdrawal (if any) of the certificate or attestation of conformity provided by DEKRA Certification as part of the Services. Moreover, DEKRA Certification shall be entitled to publish the name and location of the relevant certificate holder and the related standard and scope of the certificate in question with respect to an issued management system certificate provided by DEKRA Certification as part of the Services.

17.2 The Other Party has no right to use DEKRA Certification's name for any other purpose than in connection with the certification by DEKRA Certification, without DEKRA Certification's prior consent in writing to do so and notwithstanding the provisions of clause 18.5. The Other Party shall make use of the certificates and/or attestations of conformity submitted by DEKRA Certification as part of the Services without detriment to the good name and reputation of DEKRA Certification. Any and all publications must be made in such manner that no wrong suggestion is made with respect to the field of use or the location for which the certification provided by DEKRA Certification applies or with respect to the applicable standards or requirements. In case of certification of a management system or process only, the affixing of certification marks or other signs on products is not permitted.

17.3 In the event that, in the opinion of DEKRA Certification, the Other Party has released false, misleading or incorrect announcements or publications in connection with the Services, the Other Party shall be obliged to rectify the same, if requested to do so by DEKRA Certification, and to do so without delay and to DEKRA Certification's satisfaction.

### **Clause 18 Compliance with rules and regulations**

18.1 The Other Party shall comply with the applicable laws, regulations and directives (as described in further detail in the Certification Agreement, including, without limitation, the "Directives and Regulations" as defined in the Certification Agreement) as well as the requirements and provisions required by DEKRA Certification, and shall render assistance for the certification and follow-up activities required as part of the Services. The Other Party shall be charged separately for samples purchased by DEKRA Certification in connection with such activities.

18.2 In case of product certification being provided as part of the Services, the Other Party guarantees that the products in question, to be introduced onto the market by the Other Party or on its behalf, correspond exactly to the product type(s) assessed by DEKRA Certification as part of the Services. The Other Party shall, at the discretion of DEKRA Certification, deposit a sample or a description of such product at DEKRA Certification's premises or arrange for delivery of such product to the 3<sup>rd</sup> party testing organisation, as per the Certification Agreement, at the Other Party's cost.

If DEKRA Certification proves that the marketed product does not correspond with the type assessed by DEKRA Certification as part of the Services, DEKRA Certification shall, notwithstanding the provisions of Clause 18.5, be entitled to require the Other Party to (at the Other Party's cost):

- remove or arrange for the removal of the product from sale and refrain from or prevent the sale of remaining stocks, and/or
- warn the public about the product, and/or



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- recall or arrange for the recall of products (via the distribution channels) already sold to the public, and to do so in accordance with such instructions as DEKRA Certification may give and such requirements as DEKRA Certification may make concerning the activities in question.

18.3 In case of management system or process certification, the Other Party shall, during the term of the Certification Agreement, ensure the compliance of the management system or process with the applicable standards and the strict observance of the procedures and rules in question (including, without limitation, those set out in the "Directives and Regulations" as defined in the Certification Agreement). The Other Party shall keep a protected quality or process manual at DEKRA Certification's disposal. Clause 6 fully applies.

18.4 In case the Other Party resolves to make any alterations to the products, management system(s) and/or process(es) assessed by DEKRA Certification as part of the Services which may affect the conformity of the same with the relevant requirements and/or standards (as specified in the Certification Agreement), the Other Party shall inform DEKRA Certification without delay about the alterations planned, including the data listed in the certificate or attestation of conformity in question. The Certification Agreement and the associated certificate shall apply to altered products, management systems or processes only if and from the time that such products, systems or processes are approved by DEKRA Certification.

18.5 The Other Party shall render all assistance to DEKRA in order to proceed with audits and/or inspections, whether announced or unannounced. The Other Party shall bear the costs of such audits and any follow-up assessments required.

18.6 In case the Other Party does not meet the requirements laid down in the Certification Agreement and/or these General Terms and Conditions, DEKRA Certification shall be entitled to

- a) request the Other Party to nonetheless meet the requirements within a certain period of time and to charge the Other Party for a subsequent reassessment –Clauses 4 through 14 of these General Terms and Conditions are fully applicable –; or
- b) without liability to the Other Party, reduce the scope, withdraw or suspend the relevant certification with immediate effect and publicize this reduction of scope, withdrawal or suspension. In the event of reduction of scope, withdrawal or suspension, the Other Party shall refrain from using the certificate, certification mark or attestation of conformity provided as part of the Services as well as suggesting in any manner whatsoever that it would still be entitled to use the same relating to all products no longer in scope and certificates withdrawn or suspended. The same applies in the event that the Certification Agreement expires by operation of law or is terminated by either party. When requested to do so by DEKRA Certification, the Other Party shall in those instances return the certificate or the attestation of conformity.

18.7 All certification marks and other signs provided as part of the Services must be used in the original layout, proportion and typography employed by DEKRA Certification. In the event that the certification is only related to a management system or process, the Other Party is not entitled to affix any certification marks or other signs of DEKRA Certification on its products. In case of product certification, the Other Party shall affix the marks and/or signs on the products in question in a visible, legible and indelible form and in accordance with the requirements stated in the law or laid down by DEKRA Certification. The Other Party shall not suggest to third parties that DEKRA Certification is responsible for the operations of the Other Party. The Other Party shall not make use of any marks or signs which may be confused with the certification marks and/or other signs covered by the Certification Agreement.



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18.8 The Other Party shall maintain a record of all complaints and/or incidents relating to or involving products, management systems and/or processes certified by DEKRA Certification as part of the Services, and of any action taken by the competent authorities in connection with such complaints and/or incidents, and shall immediately make this record available to DEKRA Certification for perusal if asked to do so. The said record shall state how each complaint or incident was dealt with and whether corrective action was undertaken in response. In the event that complaints from third parties or inspections or other actions of the competent authorities could lead to the conclusion that the Other Party does not act in conformity with the procedures as assessed by DEKRA Certification in the framework of the certification, the Other Party shall inform DEKRA Certification accordingly in writing, without delay and at its own initiative, and, at the Other Party's cost, comply with any reasonable instructions given by DEKRA certification.

### **Clause 19 Disputes and complaints**

19.1 Any complaint that the Other Party may have regarding the Services rendered by DEKRA Certification shall be dealt with by DEKRA Certification in accordance with the applicable procedure as published on the website of DEKRA Certification from time to time.

19.2 In the event that DEKRA Certification receives complaints pertaining to products it has certified, DEKRA Certification will take reasonable steps to investigate the accuracy of such complaints. The complainant as well as the Other Party shall be heard, and the results of the investigation shall be reported to them both except where such disclosure is prohibited by any applicable law (including, without limitation, the Data Protection Act 2018 and any subordinate legislation). In the event that DEKRA Certification considers the complaint well-founded, the Other Party shall take measures without delay in order to satisfy the complainant insofar as possible and to prevent a subsequent complaint.

19.3 Clause 13 shall apply to the settlement of all other disputes.

### **Clause 20 Indemnification**

The Other Party shall indemnify and hold DEKRA Certification harmless against any and all claims to recover damages resulting from products certified by DEKRA Certification as part of the Services and introduced onto the market by the Other Party or resulting from the use of such products. DEKRA Certification shall not be entitled to this indemnification if and insofar as the damages of a third party are caused by wilful misconduct or gross negligence on the part of DEKRA Certification or its management.

DEKRA Certification UK Limited  
Stokenchurch House,  
Oxford Road,  
Stokenchurch,  
Buckinghamshire,  
HP14 3SX  
England  
Phone +44 1494 480500  
[www.dekra-uk.co.uk/en/home-page](http://www.dekra-uk.co.uk/en/home-page)