

1 Scope

- 1.1 These GCC apply for all contractual relationships between the customer and DEKRA Certification GmbH for services provided by DEKRA Certification GmbH in particular in connection with the assessment of (management) systems and services and/or certification by DEKRA Certification GmbH.
- 1.2 In addition, the special terms and conditions of certification applicable to specific products shall apply.

2 Definitions

- 2.1 An **"accreditation body"** is understood in the following to be the Deutsche Akkreditierungsstelle (DAkkS – German Accreditation Body), which has accredited DEKRA Certification GmbH to perform certification processes on the basis of standards, regulations or contracts for certifying customers.
- 2.2 "System providers, scheme owners or notified bodies" are understood to be, among others, the Zentralstelle der Länder für Sicherheitstechnik (ZLS – Central Authority of the Länder for Safety Technology), the Zentralstelle der Länder für Gesundheitsschutz bei Arzneimitteln und Medizinprodukten (ZLG – Central Authority of the Länder for Health Protection with regard to Medicinal Products and Medical Devices), the Verband akkreditierter Zertifizierungsgesellschaften e.V. (VAZ – Association of Accredited Certification Bodies) and also the Kraftfahrt-Bundesamt (KBA – Federal Motor Transport Authority) as a notified body. For reasons of simplification, system providers, scheme owners or notified bodies are not listed separately again in the following but are treated equally as "accreditation bodies".
- 2.3 The term **"audit"** is used in the following to describe all types of audits of the relevant standards, such as initial certification audits, surveillance audits, recertification audits, post-audits, improvement controls, additional audits, audits for specific reasons, repeat examinations, repeat audits, supplementary audits, controls, follow-up checks, inspections, witness audits and special audits.
- 2.4 A **DEKRA seal** is a seal issued to the customer based on the sample provided in the **annex** to these GCC.
- 2.5 The term **"certificate"** is used in these T&Cs to refer to certificates, confirmations and similar attestations issued by DEKRA Certification GmbH.
- 2.6 **"Certification requirements"** comprise any and all laws, standards, directives, regulations, rules, rulebooks and other legislative specifications or specifications of an accreditation body based on which DEKRA Certification GmbH tests, audits, and/or certifies the customer.
- 2.7 **"Certification decision"** is the decision concerning certification, including decisions on issuing, refusing or maintaining the certification, extending or reducing the scope of the certification, renewing the certification, suspending the certification or restoring it after it has been suspended or revoking the certification.
- 2.8 The **"certification process"** refers to the process described in section 4.
- 2.9 A **"complaint"** is an expression of dissatisfaction from an interested party that expects a response. A "complaint" about the customer is an allegation by a third party that the customer had failed to comply with the certification process, the certification requirements or the terms and conditions of use of certificates, seals or other objects of use and that is sufficiently specific that the facts can be determined.
- 2.10 An **"appeal"** refers to the request of a party to review the certification or approval decision already made by DEKRA Certification GmbH.
- 2.11 The term **"document"** is understood to be information including the medium in which the information is presented. It includes: records, specifications, process documents, drawings, reports and standards. The medium does not have to be paper, but can also consist of an electronic or photographic variant or a combination thereof.

3 Audits

3.1 Use of auditors

- 3.1.1 DEKRA Certification GmbH is entitled to use both internal and external auditors and experts to perform the audit services.
- 3.1.2 The customer is entitled to object to an auditor used by DEKRA Certification GmbH only if the customer has legitimate doubts about the person assigned by DEKRA Certification GmbH. Legitimate doubts relate to the impartiality required from the auditor or other serious grounds that suggest an audit cannot be practicably conducted. In such a case, DEKRA Certification GmbH will examine the doubts concerning the practicability of the certification process that the customer has expressed and inform the customer in writing of the result.
- 3.1.3 In the event that an auditor withdraws immediately before or during the audit, DEKRA Certification GmbH will appoint a substitute within a reasonable period. Section 3.1.2 applies accordingly if objections to this substitute are raised.

3.2 Audit dates and deadlines

- 3.2.1 The customer can indicate dates on which it would like the audit to be performed, which DEKRA Certification GmbH will examine to see whether capacity is available and whether the dates are practicable. Dates requested by the customer are not binding and do not have to be agreed to by DEKRA Certification GmbH. DEKRA Certification GmbH and the customer will agree the binding dates in good time before the planned audit.
- 3.2.2 Audits must normally be performed in full within certain deadlines. DEKRA Certification GmbH will inform the customer of the deadlines within which audits need to be performed. The customer has the following obligations to cooperate in connection with these deadlines:
- 3.2.2.1 To schedule a date, the customer will contact DEKRA Certification GmbH and agree a date in such good time that DEKRA Certification GmbH can complete the audit within the deadline.
- 3.2.2.2 The customer will allow any audit that has been commenced to be performed in full. If the customer cancels an audit that has been commenced or if DEKRA Certification GmbH cancels an audit that has been commenced and this cancellation is attributable to a reason within the customer's control, the audit is deemed not to have been performed.
- 3.2.3 If the customer fails to cooperate in the performance of the agreement or in ensuring the audit dates can be met and if an audit cannot be performed or cannot be performed in due time as a result, DEKRA Certification GmbH is entitled to terminate the contract with the customer without notice. Further claims for damages and other claims are not affected. If a certificate and/or a DEKRA seal has been issued, DEKRA Certification GmbH is furthermore entitled to suspend or revoke the certificate or the DEKRA seal in accordance with the more detailed provisions in section 7.10.
- 3.2.4 In the event that serious incidents occur at the location or in the territory in which DEKRA Certification GmbH is scheduled to perform audits, such as in particular force majeure, unrest, war or terrorist attacks or if travel warnings have been issued for the territory by the German Federal Foreign Office, DEKRA Certification GmbH is released from its obligations to perform audits for the duration of the disruption and in the scope of its impact, even if it should default as a result. The parties to the contract are required to inform each other of such obstacles and to adjust their obligations to the change in circumstances in good faith.

4 The certification process

4.1 Process sequence

4.1.1 The certification process is divided into an initial certification audit for the initial issuance of the certificate or a recertification audit / new audit for the repeat issuance of the certificate and regular surveillance audits based on the standard used. The customer undertakes to cooperate in all areas that are involved in the certification process.

4.1.2 If DEKRA Certification GmbH identifies non-conformities in the course of an audit and these are not remedied in time by the customer as ordered by DEKRA Certification GmbH, DEKRA Certification GmbH is entitled to terminate the contract without notice. Only the customer can submit suitable corrective actions to DEKRA Certification GmbH, which then decides on their suitability. Further claims for damages and other claims are not affected. If a certificate and/or a DEKRA seal has been issued, DEKRA Certification GmbH is furthermore entitled to suspend or revoke the certificate or the DEKRA seal in accordance with the more detailed provisions in section 7.10.

4.2 Initial certification audit

4.2.1 Unless otherwise stipulated in the contract, the initial certification audit is carried out in two stages: a readiness analysis including a document review ("phase 1") and the on-site audit at the customer's location(s) ("phase 2"). The report on the audit is produced after phase 2 has been completed. Changes to the planning of phase 2 may be necessary based on the results of phase 1, for example to the audit duration, the composition of the audit team or the date of the audit. If necessary, it can also be ordered that phase 1 has to be conducted again in full or in part for a fee. Phase 1 of the audit is also generally performed on site at the customer's location(s).

4.2.2 Unless otherwise agreed, no more than 6 months may pass between the end of phase 1 and the beginning of phase 2. If it is not possible to comply with this deadline of 6 months for reasons within the customer's control, the customer is required to arrange to have phase 1 conducted again for a fee. The customer will receive a separate offer for this.

4.2.3 The implementation by the customer of any necessary corrections and corrective measures must have been verified by DEKRA Certification GmbH 6 months after the last day of phase 2. If it is not possible to comply with this deadline of 6 months for reasons within the customer's control, the customer is required to arrange to have phase 2 conducted again for a fee. The customer will receive a separate offer for this.

4.2.4 The initial certification audit must be commenced within one year of entering into the contract.

4.3 Surveillance audits

The customer is required during the validity of the certificate and in accordance with the contract and the regulations stipulated by the accreditation body or by law to arrange for DEKRA Certification GmbH to perform surveillance audits within the prescribed period of time. The date of the first surveillance audit that follows initial certification may not be more than 12 months after the date of the certification decision.

4.4 Recertification process

A recertification process to extend the certificate must be performed in accordance with the more detailed provisions of the contract and generally after 3 or 5 years. The recertification audit follows the same the process as the initial certification audit.

4.5 Non-conformities, post-audit / improvement control and additional audit

4.5.1 If defects, e.g. non-conformities, are identified during the audits or if DEKRA Certification GmbH receives information about a complaint that relates to the customer, DEKRA Certification GmbH can decide at its own discretion to process the complaint without an audit on site or to conduct a post-audit or an improvement control. The prices in our approved price list or the daily rate of the current year shall apply here.

4.5.2 DEKRA Certification GmbH can order additional audits, including audits at short notice or unannounced audits. It can do this in particular if DEKRA Certification GmbH becomes aware of grounds for possibly revoking the certificate, in order to investigate complaints for which the customer must take all necessary precautions and also when standards, directives or agreements on which the certification is based are amended. DEKRA Certification GmbH will submit a separate offer for the additional audit.

4.5.3 Post-up audits, improvement controls and additional audits must be performed within the deadline specified by DEKRA Certification GmbH.

4.6 Witness audit

4.6.1 The customer of DEKRA Certification GmbH shall allow employees or authorized representatives of DAkKS to perform witness audits at all business premises of the customer.

4.6.2 The DAkKS employees or authorized representatives who perform the witness audit are selected by DAkKS. The customer is required to facilitate the participation of the employees or authorized representative posted by DAkKS. The customer has no right to object.

4.6.3 The customer undertakes to ensure that it is possible to conduct witness audits of this kind at the customer's manufacturers and subcontractors.

4.7 Certification decision

4.7.1 DEKRA Certification GmbH has the sole right to issue the certification decision. DEKRA Certification GmbH issues the certification decision after the initial certification audit, the recertification audit or the surveillance audit or additional audits have been duly performed. DEKRA Certification GmbH makes the certification decision at its own discretion within the scope of the applicable standards and regulations and on the basis of the information and documents received in the course of the audit.

4.7.2 If the certification decision is positive, the customer will receive a certificate and, if applicable, a DEKRA seal (only if explicitly stipulated in the contract) in accordance with the more detailed provisions of the contract and information on how to maintain the certification.

4.7.3 If the certification decision is negative, the customer will not receive a certificate, because it does not fulfill all the requirements for the certificate to be issued. The customer will be informed accordingly. In this case, both parties are entitled to terminate the contract without notice. Further claims for damages and other claims are not affected. DEKRA Certification GmbH is furthermore entitled to suspend or withdraw the certificate or the DEKRA seal in accordance with the more detailed provisions of section 7.10.

4.7.4 DEKRA Certification GmbH has the right to refuse certification and rescind the contract if circumstances come to light before or during the certification process that preclude certification or it is unreasonable for DEKRA to continue the business relationship (e.g. if the customer or its executive employees commits or commit a breach of moral or ethical standards or an infringement of the law that calls into question the reliability of the company). DEKRA shall decide whether it is unreasonable to continue the contractual relationship at its own discretion within the meaning of Section 315 of the Bürgerliches Gesetzbuch (BGB – German Civil Code). In the event of rescission on the above grounds, the services performed until the contract is rescinded shall be remunerated pro rata if applicable.

5 Complaints about the customer or about DEKRA Certification GmbH

If DEKRA Certification GmbH receives information about a complaint, DEKRA Certification GmbH can decide at its own discretion to process the complaint without an audit on site, a post-audit or an improvement control. The prices in our approved price list or the daily rate of the current year shall apply here.

5.1 Complaints about the customer at DEKRA Certification GmbH

Any party is entitled to the option of lodging a complaint about the customer with DEKRA Certification GmbH. The complaint shall be addressed preferably in writing (alternatively verbally) to DEKRA Certification GmbH. DEKRA Certification GmbH shall confirm to the complainant that it has received the complaint.

DEKRA Certification GmbH shall inform the complainant of the result and the conclusion of the complaint procedure.

Where complaints are justified, DEKRA Certification GmbH shall request an appropriate statement on the matter from the customer. Actions may result from this that the customer must notify to DEKRA Certification GmbH.

The customer has at its own expense and for the duration of the contractual relationship with DEKRA Certification GmbH to retain all documentation and information and to document the measures it has implemented that relate to the complaints and the measures implemented and to provide these to DEKRA Certification GmbH without undue delay so it can assess the complaints.

5.2 Complaints received by the customer in its own complaints process

The customer must take all necessary measures to retain records of complaints and to provide these records to DEKRA Certification GmbH on request so that DEKRA Certification GmbH can review ongoing compliance with the certification requirements. In this connection, the customer must:

- 1) take suitable measures in relation to such complaints and any defects that are discovered in the products, services and processes and that affect compliance with the requirements for the certification.
- 2) document the measures taken.

The customer has at its own expense and for the duration of the contractual relationship with DEKRA Certification GmbH to retain all documentation and information and to document the measures it has implemented that relate to the complaints and the measures implemented and to provide these to DEKRA Certification GmbH without undue delay so it can assess the complaints.

5.3 Complaints against DEKRA Certification GmbH

The customer has a right to lodge a complaint at any time. The complaint shall be addressed preferably in writing (alternatively verbally) to DEKRA Certification GmbH. DEKRA Certification GmbH shall confirm to the complainant that it has received the complaint. DEKRA Certification GmbH shall inform the complainant of the result and the conclusion of the complaint procedure.

6 Appeals against DEKRA Certification GmbH

The customer is entitled to a right of appeal in relation to the certification decision that it has received from DEKRA Certification GmbH. The appeal must be addressed preferably in writing (alternatively verbally) to DEKRA Certification GmbH within one month of receipt of the certification decision. DEKRA Certification GmbH shall confirm to the appellant that it has received the appeal. DEKRA Certification GmbH shall inform the appellant of the result and the conclusion of the appeal procedure.

7 Issuance and use of certificates, DEKRA seals and documents

7.1 If a certificate and, if applicable, a DEKRA seal is explicitly issued to the customer or if test-related documents are provided to the customer, e.g. reports (jointly "object of use") the customer is granted the right 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 of any trademarks and copyrights existing in this respect. Upon issuing or handing over the object of use, DEKRA Certification GmbH grants the customer the non-exclusive right to use it within the scope set out below.

7.3 If and insofar as the scope of the contract comprises a multisite process, the head office is given the right to sub-license the granted right of use to the locations that are included in the multisite if the location has issued a binding declaration that it will comply with these general terms and conditions of certification as if the location itself were the customer. The location is not granted any right to sub-license the right of use to another party. The customer must withdraw the right of use from a location without undue delay if a location causes grounds under section 7.10 of these GCC. The customer shall inform DEKRA Certification GmbH of this without undue delay. If a location causes the grounds under section 7.10 of these GCC, DEKRA Certification GmbH can withdraw the head office's authorization to sub-license the right of use to the location without notice. In all other respects, the customer is not entitled to transfer or sub-license the right of use that has been granted. The existence of the sub-license is dependent on the existence of the head office's license

7.4 Unless otherwise agreed, the object of use has been designed for use in the country in which DEKRA Certification GmbH has its registered office; use abroad is exclusively at the customer's own risk. DEKRA Certification GmbH points out that certificates issued in accordance with the certification requirements may not be recognized in certain countries or economic sectors. It is therefore the customer's responsibility to find out about the conditions and requirements for certification and the conclusion of business contracts that apply in a particular country or economic sector. DEKRA Certification GmbH accepts no liability in this regard. The object of use seal may be used only in the form in which it has been issued and delivered. Changes, especially to the design, the color or the text, are not permitted. The customer is not entitled to use only extracts of the object of use, i.e. the object of use may only be used in its entirety in each case.

7.5 The object of use seal may be used only in the form in which it has been issued and delivered. Changes, especially to the design, the color or the text, are not permitted. The customer is not entitled to use only extracts of the object of use, i.e. the object of use may only be used in its entirety in each case.

7.6 If the customer also receives the object of use in electronic form, the customer is entitled to change the object of use only with the prior consent of DEKRA Certification GmbH; it may be scaled down only to a minimum font size of Arial 4. In any case where the size is changed, the text contained in the object of use must remain fully legible and the proportions of text and symbols may not be altered.

7.7 The customer must ensure that the object of use refers to the test item by representing the object of use only in such a way that the average reasonable consumer understands it as a mark of the tested, evaluated and/or certified activities, processes, systems or qualifications. The object of use may be used only in connection with the activities, processes, systems or qualifications for which the object of use has been issued and only in order to show that these activities, processes, systems or qualifications comply with the requirements according to which they were tested, evaluated and/or certified. If the scope of certification is restricted, the presentation must be modified accordingly. The customer may not use the object of use to advertise a product and may not give the impression that DEKRA Certification GmbH has conducted a product test. The object of use may not be used for test items that have changed since the test.

7.8 When the object of use is used, the impression must not arise that the certification is valid for activities or locations outside the scope of certification.

- 7.9 The object of use may not be used or referred to in a way that could damage the reputation of DEKRA Certification GmbH or that may be regarded as misleading. The customer is responsible for the specific use of the object of use and shall use it only in accordance with the applicable legislation, in particular from the area of competition law. The customer shall not permit any misleading or illegal use by third parties. DEKRA Certification GmbH shall not be liable for unauthorized use of the object of use.
- 7.10 The object of use may be used only during the period of validity indicated in the certificate and for as long as the certification is not suspended. If the period of validity of the certificate ends before recertification has been conducted, the object of use may not be used before a new certificate has been issued. DEKRA Certification GmbH is entitled at any time to restrict, suspend, revoke and/or withdraw the right of use if
- Requirements for the issuance of the certificate are not (no longer) fulfilled, for example because incomplete or incorrect information was provided in the certification process;
 - The customer does not comply with the obligations specified with the certification, e.g. the obligations to provide information about changes or performance obligations in the contract with DEKRA Certification GmbH, particularly payment obligations.
 - the contract with DEKRA Certification GmbH for the certification ends;
 - An object of use is used contrary to these terms and conditions of use;
 - The necessary surveillance audit or another audit ordered by DEKRA Certification GmbH is not performed on time or in full;
 - The surveillance audit finds that the requirements for the issuance of the certification are no longer in place / complied with;
 - Other grounds exist for the withdrawal of certification in accordance with these GCC or the contract.
- 7.11 DEKRA Certification GmbH is entitled to terminate the contract without notice if the certificate is withdrawn. Further claims for damages and other claims are not affected.
- 7.12 After the certificate has been withdrawn or the validity of the certificate has expired, the customer must stop all use of the object of use, and in particular cease any advertising that refers to the object of use or the underlying service performed by DEKRA Certification GmbH, and must return all certification documents requested by DEKRA Certification GmbH. All certificates are to be handed over to DEKRA Certification GmbH.
- 7.13 DEKRA Certification GmbH shall not be liable for any damages that the customer incurs from 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 that has been issued, section 7 of these GCC applies. In all other respects, the customer 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 customer may not give the impression that it has any relationship with DEKRA Certification GmbH or a company affiliated with DEKRA Certification GmbH under company law or similar relationship or that it can act for or bind DEKRA Certification GmbH or a company affiliated with DEKRA Certification GmbH.

9 Use of the logo of an accreditation body / standard setter

- 9.1 The customer is not granted the right to use the DAkkS logo.
- 9.2 The logo of other accreditation agencies / standard setters may be used only if this has been separately agreed by contract.

10 Obligations of the customer

Non-compliance with the obligations specified in this section 10 can make it impossible for DEKRA Certification GmbH to perform its service and mean that the audit and/or the certification process will have to be discontinued. In the event that the audit is discontinued, section 3.2.3 shall apply. In the event of a serious breach of the stated obligations, DEKRA Certification GmbH is entitled to terminate the contract without notice and to withdraw the certificate and/or the DEKRA seal in accordance with the more detailed provisions in section 7.10. Further claims for damages and other claims are not affected.

10.1 Preparation of the audit

Before the audit, the customer shall will prepare all the documentation/information generally required for the audit and for the certification or additionally requested by DEKRA Certification GmbH and shall provide it to DEKRA Certification GmbH in good time, no later than by the time of the audit.

10.2 Performance of the audit

- 10.2.1 The customer undertakes to provide DEKRA Certification GmbH with all the information, disclosures and documents generally and otherwise required and relevant for audits of the certification, which must be correct and complete and made available punctually, and make all necessary arrangements to provide access to the relevant equipment, the location(s), the area(s) and personnel as well as the customer's subcontractors. Documents must be provided as stipulated by DEKRA Certification GmbH. The customer is required 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 of these samples shall be borne by the customer. The customer must on its own initiative draw attention to all procedures and circumstances that could be of significance for the performance of the order. The customer or suitable employees that it has designated must be available for the duration of the entire audit to answer any inquiries.

- 10.2.2 The customer is responsible for ensuring that any relevant (legal, contractual or professional) confidentiality and non-disclosure requirements and also data protection obligations are complied with when information is disclosed to the auditor.

- 10.2.3 The customer is required to provide the auditors with suitable rooms for them to conduct the audit on site.

10.3 Surveillance phase

The customer undertakes after receiving the certificate always to ensure that the requirements of the currently valid standards and systems attested to in the certificate are maintained for the entire period of the validity of the certificate and that it will arrange for this to be reviewed in audits in accordance with the more detailed provisions of this contract. The customer is required to fulfill the certification requirements and to inform DEKRA Certification GmbH without undue delay at any time of all changes that may have an impact on the fulfillment of the requirements for issuing or maintaining the certification. Changes of this kind include, for example, changes relating to: (I) the legal, commercial or organizational status or ownership; (II) organization and management (e.g. key managerial, decision-making or specialist staff); (III) contact address and locations; (IV) scope of application recorded by the certified management system; (V) major changes to the management system and the processes.

10.4 Obligation to cooperate in the case of occupational health and safety management systems

The customer undertakes to notify DEKRA Certification GmbH without undue delay if an incident such as:

- a serious incident in connection with occupational health and safety occurs, e.g. a serious accident; or
- a serious breach of the regulations has been identified;

that requires the involvement of the competent regulatory authority.

Irrespective of the involvement of the competent regulatory authority, a special inspection/audit may be necessary. The inspection/audit investigates whether the management system has been adversely impacted or not and whether it continues to function effectively. If the customer refuses a special inspection/audit, DEKRA Certification GmbH is entitled to rescind the contract and to withdraw the certification decision in question.

11 Termination of a contract

11.1 Ordinary termination

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

11.2 A contract may be terminated in writing by either party at any time for good cause.

Good cause shall be deemed to exist in particular 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 until the expiry of a regular notice period.

DEKRA Certification GmbH shall be entitled to extraordinary termination for good cause in particular if

- the client directly or indirectly attempts to exert undue influence on the results, findings, assessments, decisions, or reports of DEKRA Certification GmbH or to influence their content or creation, particularly in the context of audits, inspections, tests, certifications, or monitoring;
- facts exist or become known that are likely to impair or seriously call into question the independence, impartiality, objectivity, or competence of DEKRA Certification GmbH or the persons employed by DEKRA Certification GmbH, and this situation is not remedied immediately;
- DEKRA Certification GmbH is prevented, in whole or in part, from continuing to perform the contract or can no longer perform it in accordance with accreditation or designation requirements due to legal, regulatory, normative, accreditation, recognition, or designation requirements, decisions, or measures taken by accreditation, recognition, or supervisory bodies—in particular DAkkS, the EA, the IAF, designating authorities or comparable bodies – is prevented from continuing to perform the contract in whole or in part, or can no longer perform it in accordance with accreditation or designation requirements;
- the accreditation, recognition, or designation required by the competent authorities for the provision of the contractually owed services is withdrawn, suspended, restricted, or not renewed, or DEKRA Certification GmbH voluntarily returns the relevant accreditation, recognition, or designation voluntarily returns the accreditation, recognition, or designation or loses it for other reasons, and as a result it is no longer possible to provide services in accordance with the accreditation or designation;
- Changes or new binding interpretations of standards, regulations, guidelines, binding resolutions, or policies of accreditation, recognition, or designation bodies or relevant scheme owners occur that preclude the continuation of the contract under unchanged conditions or make it unreasonable for DEKRA;
- the client violates essential obligations of cooperation, information, disclosure, access, or tolerance, or fails to create the necessary conditions for the proper provision of services in accordance with accreditation or designation, or fails to do so in a timely manner;
- the client violates essential legal, regulatory, or official requirements or such a violation is imminent, thereby giving rise to legal, economic, or reputational risks for DEKRA Certification GmbH or its accreditations, recognitions, or designations;
- the client undertakes or tolerates actions that are likely to significantly impair the recognition or usability of DEKRA's audit, testing, inspection, or certification results by accreditation, recognition, or supervisory bodies, authorities, contractual partners, or the market;
- other circumstances arise or become known which, in view of DEKRA Certification GmbH's obligations under accreditation, recognition or designation law, make it unreasonable to continue the contract.

A deadline or warning notice is not required if this is unnecessary due to the nature of the important reason, is not permissible for reasons of accreditation, recognition, or designation law, or is unlikely to be successful in the opinion of DEKRA Certification GmbH.

11.3 Upon the termination taking effect, DEKRA Certification GmbH shall be entitled to immediately cease further performance of the contractually owed services, unless mandatory accreditation, designation, or supervisory obligations require a different course of action.

11.4 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 to suspend or withdraw the certificate or the DEKRA seal in accordance with the detailed provisions of Sections 7.11 et seq.

12 Transfer of certification processes

DEKRA Certification GmbH undertakes to the customer that, in the event that the accreditation is suspended, restricted or withdrawn, and provided that the relevant standard permits transfer, it will fulfill the obligations arising from IAF MD:2 analogously, insofar as this relates to ongoing surveillance.

13 Confidentiality and data protection

13.1 Confidentiality

13.1.1 “**Confidential information**” means all technical, financial, legal and fiscal information, information about designs, inventions, marketing or other information (including data, records and expertise) that the customer directly or indirectly makes available to DEKRA Certification GmbH in connection with the contract or that DEKRA Certification GmbH gains knowledge of in another manner.

13.1.2 Information is not regarded as confidential if it was already in the public domain at the time that DEKRA Certification GmbH gained knowledge of it or if it has subsequently entered the public domain but not through a breach of this agreement;

13.1.3 DEKRA Certification GmbH shall keep information confidential and not forward or otherwise disclose it to third parties and shall take suitable measures to protect confidential information. DEKRA Certification GmbH may use confidential information only for the purposes of preparing, assessing and performing the contract and may not use it otherwise for its own benefit or for the benefit of third parties.

13.1.4 DEKRA Certification GmbH may disclose confidential information to staff, whether they have the status of an employee or not, affiliated companies within the meaning of Sections 15 et seq. of the Aktiengesetz (AktG – Stock Corporation Act) and their staff, whether they have the status of an employee or not, and advisors who have a legal obligation to maintain confidentiality, insofar as they are each subject to a relevant non-disclosure obligation

13.1.5 The non-disclosure obligations shall not apply if

- The customer has agreed to the disclosure of confidential information to a third party for a specific individual case in writing in advance;
- DEKRA Certification GmbH is required to disclose the confidential information by law, by order of a court, by order of an authority or other state institution or on account of the regulations of an accreditation body.

13.1.6 DEKRA Certification GmbH has the right to retain copies of the written documents that have been provided to DEKRA Certification GmbH to inspect or in order to perform the contract for its own records. The customer expressly gives its consent that DEKRA Certification GmbH may publish the name/company name of the customer, the object of use that the customer is permitted to use (with an identification option, e.g. an

ID number), the validity of the object of use and other information related to the certificate on the Internet such that it can be accessed by any person.

- 13.1.7 If DEKRA Certification GmbH discloses confidential information to third parties in accordance with these GCC or other agreements with the customer, DEKRA Certification GmbH shall inform the customer of this where possible and permitted.
- 13.1.8 In the event of a complaint relating to the customer, DEKRA Certification GmbH, the customer and the complainant will agree on the possible publication of confidential information, especially the subject of the complaint and its resolution.
- 13.1.9 DEKRA Certification GmbH is entitled to retain information for the purpose of proper records management and archiving even after the contract with the customer has ended.
- 13.2 **Data usage/protection**
- 13.2.1 DEKRA Certification GmbH saves, processes and uses personal data of the customer for the purpose of the proper performance of the contract and also for its own purposes. DEKRA also uses automatic data processing systems for this purpose. DEKRA Certification GmbH undertakes to comply with the legal regulations governing data protection.
- 13.2.2 DEKRA Certification GmbH is permitted to publish the customer's address data and facts that are relevant to the certificate within the framework of the disclosure obligations prescribed by law or by accreditation bodies. In addition, DEKRA Certification GmbH maintains a reference list containing all certificate holders. This list will also be provided to third parties.

14 Prices

DEKRA Certification GmbH has calculated the prices agreed in the contract on the basis of the information provided by the customer about the company. If circumstances within the customer's company change or if the applicable standards and regulations are amended, the nature, scope or contents of the audit to be performed and, where applicable, of the certificate may also change.

The customer is required to inform DEKRA Certification GmbH of any qualitative/quantitative changes in the status of the customer's operations in comparison to the status at the time the offer was made (e.g. changes in the number of employees/locations, new fields of activity). If any of the changes mentioned above arise, the agreed remuneration shall be adapted on the basis of the remuneration calculation by taking into account the additional/reduced costs resulting from the changes. In cases of doubt, the additional/reduced expenses will be recognized at the relevant remuneration rate quoted in the contractual price list.

15 Subcontracting

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

16 Amendment of the contractual agreements

- 16.1 DEKRA Certification GmbH has the right to amend the contractual agreements if and when the certification requirements change in such a way that DEKRA Certification GmbH is able to perform its contractually agreed services in accordance with the certification requirements only under the amended contractual agreements.
- 16.2 DEKRA Certification GmbH will inform the customer of any amendments to the contractual agreements within a reasonable period of no less than three months. The customer has the option within the prescribed period to object to the amendment of the contractual agreements. If the customer does not raise an objection within this period, the amended contractual agreements are deemed to have been agreed between the parties. In the event that the customer raises an objection, both parties have the right to terminate the contract by giving one month's notice from receipt of the objection at DEKRA Certification GmbH.

17 Invalidity of a provision

In the event that one or more regulations in these terms and conditions of certification are invalid, the legal regulation is deemed to have been agreed in its place. If no legal provision is available, the parties undertake to agree a new valid provision that comes closest to the meaning of the invalid provision. The validity of the other conditions is not affected.

Annex: Sample of DEKRA seal



Information on the color of the DEKRA seal:

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