

I. General Terms and Conditions of TÜV Rheinland Cert GmbH and LGA InterCert Zertifizierungsgesellschaft mbH (hereinafter referred to as "TÜV Rheinland")

1 Scope of application

- 1.1 The following General Terms and Conditions of TÜV Rheinland ("GTC") apply to the services agreed between TÜV Rheinland and the client, including the ancillary services and other ancillary obligations ("services") rendered in the course of order fulfilment. The Special Terms and Conditions under Section II ("Special Terms and Conditions") shall apply in addition to and take precedence over these GTC.
- 1.2 Clients within the meaning of these terms and conditions can be both consumers and entrepreneurs. A consumer is any natural person who enters into a legal transaction with TÜV Rheinland for purposes that are predominantly outside his trade, business or profession (Section 13 BGB). An entrepreneur is a natural or legal person or a partnership with legal capacity which, when concluding a legal transaction with TÜV Rheinland, acts in the exercise of its commercial or independent professional activity (Section 14 BGB). Legal entities under public law and special funds under public law are also deemed to be entrepreneurs within the meaning of these Terms and Conditions. If the client is a consumer, the Special Terms and Conditions for Consumers under Section III ("Special Terms and Conditions for Consumers") shall apply in addition to and take precedence over the General Terms and Conditions and the Special Terms and Conditions.
- 1.3 Conflicting, deviating or supplementary general terms and conditions of the client shall not apply and are hereby excluded. The client's general terms and conditions shall not become part of the contract even if TÜV Rheinland does not expressly object to them, accepts payments without reservation or provides services without reservation.
- 1.4 In the context of an ongoing business relationship with entrepreneurs, these General Terms and Conditions and the Special Terms and Conditions shall also apply to future contracts with these entrepreneurs without TÜV Rheinland having to refer to them separately in each individual case.
- 1.5 Insofar as these GTC or the Special Terms and Conditions refer to a written form requirement, text form within the meaning of Section 126b BGB is sufficient to **fulfil** the written form requirement.
- 1.6 Individual agreements made with the client in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these General Terms and Conditions and the Special Terms and Conditions. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or written confirmation from TÜV Rheinland.
- 1.7 Transfer audits: As part of a transfer audit, the client moves from one certification body to another. The client must comply with any deadlines and observe the requirements of the receiving body. The contractor or the receiving certification body are not responsible for any damages resulting from non-compliance with deadlines and requirements, such as the loss of certificate validity or other legal or material consequences.

2 Offers and conclusion of contract; term

- 2.1 The contract is concluded when the letter of offer from TÜV Rheinland or a separate contractual document is signed by both contracting parties or when TÜV Rheinland provides the services requested by the client. If the client commissions TÜV Rheinland without a prior offer from TÜV Rheinland, TÜV Rheinland is authorised, at its sole discretion, to accept the order by means of a written declaration of acceptance or by providing the commissioned services.
- 2.2 If a specific term of the contract has been agreed, this shall be based on what has been agreed in TÜV Rheinland's offer or in the contract. An agreed term shall be extended by the term stipulated in the offer or contract if the contract is not terminated in writing by one of the contracting parties three months before expiry. Notwithstanding the above provision, the contract shall continue to exist until all rights and obligations arising from the contractual relationship have been fulfilled.

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3 Service provision and scope, third parties

- 3.1 The scope and nature of the services to be provided by TÜV Rheinland are set out in TÜV Rheinland's contractually agreed service description. If there is no separate service description from TÜV Rheinland, the last offer from TÜV Rheinland shall be decisive for the services to be provided.
- 3.2 The parties may only mutually agree in writing on changes to the specification of services and necessary adjustments to the contract to reflect changes to the basis for testing after the contract has come into force. The client may not unreasonably withhold its consent to the amendment of the contract in the event of changes to the test specifications.
- 3.3 The test principles in the version applicable at the time the contract comes into force shall apply to the provision of the services.
- 3.4 TÜV Rheinland assumes no responsibility for the design, choice of materials, construction or intended use of the part, product, process or system inspected. Testing the correctness and functionality of parts, products, processes, systems and organisations not listed in the service description, as well as their intended use and application, are also not included in the scope of services, unless otherwise agreed in writing.
- 3.5 TÜV Rheinland is authorised to determine the method of service provision, including examinations or tests carried out, at its own discretion, unless otherwise agreed in writing or unless mandatory statutory regulations or requirements of a test basis require a specific procedure.
- 3.6 Unless contractually agreed, TÜV Rheinland accepts no liability for the correctness of the safety programmes or safety regulations on which the services and/or tests are based, which have been provided by the client or by third parties.
- 3.7 The contractually owed services are agreed exclusively with the client and are owed only to the client. The contractual relationship shall not extend to third parties even if the client passes on the results of services to third parties in full or in part within the scope of the rights of use granted to it under the contract.
- 3.8 The parties shall not include any third parties in the scope of protection of the contract, unless the parties have expressly agreed to the inclusion in writing and have named the third party.

4 Performance deadlines and dates

- 4.1 The performance deadlines and dates stated in the contract or offer are non-binding unless they are expressly labelled as binding in the contract or offer.
- 4.2 The client may only withdraw from the contract due to delays in performance in accordance with the statutory provisions if TÜV Rheinland is responsible for the delay in performance. Any statutory rights of cancellation shall remain unaffected by this. TÜV Rheinland shall not be responsible for a delay in performance in particular if the client has failed to fulfil its contractually agreed obligations to cooperate or has failed to do so in good time.
- 4.3 If the provision of services by TÜV Rheinland is delayed by the events of force majeure regulated in these GTC, TÜV Rheinland shall be entitled to postpone the provision of services for a reasonable period of time, which shall at least correspond to the duration of the hindrance plus any period of time required to resume the provision of services.
- 4.4 If the client is obliged to comply with legal or official deadlines or deadlines specified by the accreditor, the authorization body or the recognition body, it is the client's responsibility to agree service deadlines with TÜV Rheinland that enable the service to be provided within these deadlines. TÜV Rheinland accepts no responsibility in this respect.
- 4.5 In the event that the client refuses to have a service performed on the agreed date, the client is obliged to cancel appointments that have already been agreed or confirmed by TÜV Rheinland in writing to TÜV Rheinland at least seven calendar days in advance. If the client falls short of this lead time for cancelling an appointment, TÜV Rheinland shall be entitled to charge the applicable or agreed price for the cancelled service, less any expenses actually saved. The client reserves the right to provide evidence that the expenses saved by TÜV Rheinland are higher in the specific individual case.

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5 Involvement of the client

- 5.1 The client shall perform or provide all necessary acts of co-operation, supplies and/or information, in particular in accordance with the requirements of the Special Terms and Conditions, which enable TÜV Rheinland to provide the contractual services in accordance with the contract ("duties to co-operate"). The client is responsible for ensuring that the obligations to co-operate on its part, on the part of its vicarious agents or other third parties to be assigned to its sphere of responsibility are fulfilled in good time or with a reasonable lead time and free of charge for TÜV Rheinland.
- 5.2 The client must ensure that the relevant statutory provisions, standards, safety regulations and accident prevention regulations are complied with with regard to its obligations to co-operate.
- 5.3 The client shall bear any additional expenses and pay separately for each additional service if these become necessary because services have to be repeated or are delayed as a result of incorrect, incomplete or delayed fulfilment of obligations to cooperate. Even if a fixed or maximum price has been agreed, TÜV Rheinland shall be entitled to invoice this additional expenditure additionally and to receive separate remuneration for additional services from the client.

6 Prices; service billing

- 6.1 If TÜV Rheinland and the client have agreed a fixed lump-sum price in the contract, this shall be invoiced. If the scope of services is not conclusively defined in writing when the contract is concluded, the services provided by TÜV Rheinland shall be invoiced on the basis of time spent at the rate agreed in the contract.
- 6.2 If the amount of the fee is not agreed in writing in the contract, invoicing shall be based on the TÜV Rheinland price list valid at the time the service is provided.
- 6.3 Insofar as mandatory statutory regulations, standards, official or accreditation requirements or approval body or the recognition body, relating to the agreed services change after conclusion of the contract, TÜV Rheinland shall be entitled to additional remuneration for the resulting additional expenditure. For the avoidance of doubt, the parties state that TÜV Rheinland is not obliged to provide further services at the old prices until an agreement has been reached on the recalculated price.
- 6.4 Unless otherwise agreed, all prices are subject to VAT at the applicable rate.
- 6.5 TÜV Rheinland is entitled to demand instalment payments for services already rendered in accordance with the contract in the amount of the value of the services rendered by it and owed under the contract. This does not apply to the provision of certification services.

7 Terms of payment, default, offsetting, etc.

- 7.1 All invoice amounts are due for payment immediately without deduction upon receipt of the invoice. Discounts and rebates are not granted unless expressly agreed in writing.
- 7.2 Payments must be made to the TÜV Rheinland bank account stated on the invoice, stating the invoice and customer number.
- 7.3 In the event of default, TÜV Rheinland is entitled to demand default interest at the statutory rate. The right to claim further damages remains reserved.
- 7.4 If the client is in arrears with payment of the invoice, TÜV Rheinland is entitled, after the expiry of a reasonable grace period, to withdraw from the contract with the client or to terminate it without notice and to withdraw a certificate or test mark already issued, to reclaim performance results, such as test reports, and to declare declarations of conformity invalid.
- 7.5 If, after conclusion of the contract, TÜV Rheinland becomes aware of circumstances that result in insolvency or other significant deterioration of the client's financial circumstances or threaten to do so, and if this jeopardises the fulfilment of the contractual obligations, TÜV Rheinland shall be entitled to refuse the corresponding services under the contract. The right to refuse performance shall lapse if the client fulfils the contractual obligations or provides security in the amount of the payment claim at risk.

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- 7.6 Complaints about invoices from TÜV Rheinland must be made in writing within two weeks of receipt of the invoice.
- 7.7 Only legally established or undisputed claims may be offset against TÜV Rheinland's claims. This restriction on offsetting shall not apply to claims and counterclaims of TÜV Rheinland and the client that are based on the same legal relationship. The same applies to the assertion of rights of retention by the client.

8 Acceptance

- 8.1 In the case of agreed services under a contract for work and labour, the client is obliged to accept the services immediately after completion, including self-contained partial services. The client is not entitled to refuse acceptance due to insignificant defects.
- 8.2 If the client does not fulfil its acceptance obligation, acceptance shall be deemed to have taken place two weeks after completion of the services by TÜV Rheinland, unless the client justifiably refuses acceptance within this period.
- 8.3 For clarity, it is hereby noted that certification services do not constitute services under a contract for work and materials.

9 Confidentiality

- 9.1 "Confidential Information" is all information, documents, images, drawings, know-how, data, samples and project documents that are handed over or otherwise transmitted by one party ("Disclosing Party") to the other party ("Receiving Party") in connection with the contractual relationship ("Confidential Information") from the start of the contract. This also includes copies of this information in paper and electronic form. If it is provided electronically, in writing or in another physical form, Confidential Information must be labelled "confidential" or a similar formulation indicating the confidential nature of the information. In the case of Confidential Information that is passed on verbally, appropriate prior information must be provided.
- 9.2 Confidential information
- 9.2.1 may only be used by the Receiving Party for the fulfilment of the contract, unless otherwise expressly agreed in writing with the Disclosing Party, and
- 9.2.2 must be treated confidentially by the Receiving Party in the same way as the Receiving Party treats its own confidential information, but in no case less carefully than objectively necessary, and
- 9.2.3 may not be passed on to third parties or made accessible to third parties in any other form without the prior written consent of the disclosing party. Third parties within the meaning of this agreement are not employees of the parties and affiliated companies pursuant to Sections 15 et seq. AktG, subcontractors and consultants of the parties, including their respective employees, who require this Confidential Information for the fulfilment of the contract.
- 9.3 Such confidential information is excluded from the confidentiality obligation,
- 9.3.1 which were already generally known at the time of transmission or which become generally known without a breach of this agreement, or
- 9.3.2 which were already in the possession of the Receiving Party prior to transmission by the Disclosing Party, or
- 9.3.3 independently developed by the Receiving Party independently of transmission by the Disclosing Party, or
- 9.3.4 which must be passed on due to judicial, official, accreditation and/or legal regulations or orders, or
- 9.3.5 which must be passed on to TÜV Rheinland in connection with an accreditation procedure, approval body or the recognition body or at the request of supervisory authorities or accreditors.
- 9.4 Confidential Information shall remain the property of the Disclosing Party. The Receiving Party hereby agrees that at any time upon request of the Disclosing Party
- 9.4.1 return all Confidential Information, including all copies thereof, to the Disclosing Party; or

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- 9.4.2 destroy the Confidential Information, including all copies thereof, and confirm in writing to the Disclosing Party the fact of such destruction.
- 9.5 The aforementioned obligation to return or destroy does not apply to Confidential Information,
- 9.5.1 which form the basis for the reports, certificates and other performance results drawn up in the course of the provision of services. In this respect, TÜV Rheinland is authorised to retain copies as proof of the proper execution of the contract and for documentation purposes, or
- 9.5.2 which are stored on backup servers or in the generation principle during routine data backups as part of standard archiving processes, or
- 9.5.3 insofar as laws, regulations, orders and/or requirements of a court, an administrative, supervisory authority, an accreditor, an approval body or a recognition body conflict with this.
- 9.6 This confidentiality obligation shall apply from the start of the contract and shall continue to apply for a period of five years after termination of the contract. This time limit does not apply to certification services.

10 Rights of use to performance results and technical data, etc.

- 10.1 The rights to the performance results produced under the contract, in particular but not limited to reports, test reports, test results, certificates, expert opinions, calculations, illustrations, data, know-how, inventions (regardless of whether patentable or not), etc. ("performance results") shall remain with TÜV Rheinland. ("Performance Results") shall be the property of TÜV Rheinland.
- 10.2 If the service result is subject to copyright protection, TÜV Rheinland shall grant the client a simple, unlimited, non-transferable, non-sublicensable right of use to the content exclusively for reproduction, distribution and making available to the public, unless otherwise agreed in writing in individual cases. The right of use is limited in terms of content to the contractual purpose (e.g. use of test reports or audit reports as proof of tests or audits carried out, in the case of a contractually agreed review of a management system, e.g. for conformity with certification criteria as proof of the corresponding decision).
- 10.3 The granting of rights of use to the service result described in this section is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
- 10.4 The client may only reproduce, distribute and/or make publicly accessible the service result in its complete form - including for advertising purposes. Any other use of the service result is prohibited, in particular
- 10.4.1 the use of extracts or
- 10.4.2 processing and remodelling.
- 10.5 For the avoidance of doubt, the client shall be responsible for any distribution, reproduction and public access to the results of the service, including for advertising purposes.
- 10.6 The client grants TÜV Rheinland a simple, worldwide, sub-licensable, transferable and free right of use to the anonymised technical data obtained in the course of the provision of services (such as comparative data sets, statistical analyses, measurable or statistically collected values or data, e.g. in the form of figures, information or findings) for the purpose of implementing the contract and for analysing, improving and further developing existing services as well as for analysing, improving and developing new services.
- 10.7 The client is permitted to use TÜV Rheinland trademarks reproduced on the service result as part of the service result within the scope of the authorisation of use described above in unchanged form and only on the service result itself. Any further use, e.g. of the TÜV Rheinland group logo, also registered as a Union trade mark (Reg. No.: 00587116), or of the corporate design, e.g. as reference advertising, is expressly prohibited and requires a separate written agreement.
- 10.8 The provisions in this clause shall take precedence over the confidentiality obligation of the parties, unless the parties have reached a written agreement to the contrary.

11 Warranty and limitation period

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- 11.1 The statutory warranty claims shall apply unless otherwise stipulated in these GTC.
- 11.2 Defects must be reported in writing and without delay.
- 11.3 The client's claims for defects regulated in this clause shall become time-barred within one year from the start of the statutory limitation period, unless the client is a consumer. Notwithstanding this, the statutory limitation period shall apply
 - 11.3.1 insofar as a case of § 634a Para. 1 No. 2 BGB should exist,
 - 11.3.2 if TÜV Rheinland has fraudulently concealed the defect or has assumed a guarantee for the quality of an item or work,
 - 11.3.3 in the event of claims for damages due to defects resulting from injury to life, limb or health, and
 - 11.3.4 for defects caused by gross negligence or wilful misconduct.

12 Liability and compensation

- 12.1 TÜV Rheinland shall be liable in accordance with the statutory provisions, unless otherwise stipulated in these GTC.
- 12.2 TÜV Rheinland shall be liable without limitation in the event of wilful intent or gross negligence on its part and in the event of wilful intent or gross negligence on the part of its representatives and vicarious agents.
- 12.3 In the event of simple negligence, TÜV Rheinland shall only be liable for damages due to the breach of essential contractual obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the client regularly relies and may rely. In this case, however, liability is limited to the foreseeable damage typical of the contract.
- 12.4 The exclusions and limitations of liability in the above clause 12.3 do not apply to liability for
 - 12.4.1 due to the provisions of the Product Liability Act,
 - 12.4.2 due to culpable injury to life, limb or health, and
 - 12.4.3 as a result of a defect in an item sold by TÜV Rheinland or in a work manufactured by TÜV Rheinland, insofar as TÜV Rheinland has fraudulently concealed the defect or has assumed a guarantee for the quality of the item or work.
- 12.5 Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client. Contractual liability - in particular from the point of view of the protective effect of the contract - towards third parties not named as beneficiaries in the contract is excluded.

13 Cancellation

- 13.1 The contract may be terminated by either party at any time for good cause. TÜV Rheinland may terminate the contract for good cause in particular if
 - 13.1.1 the client is in default with the fulfilment of its obligations to cooperate, finally refuses to do so or the obligations to cooperate are not fulfilled for more than three months in total for reasons for which TÜV Rheinland is not responsible,
 - 13.1.2 a significant deterioration in the client's financial circumstances occurs, TÜV Rheinland's payment claims are jeopardised as a result and the client neither fulfils the contractual obligations nor provides appropriate security within a reasonable period of time,
 - 13.1.3 the client's business activities seriously jeopardise TÜV Rheinland's reputation or image in the public eye; such a threat exists in particular in the event of a significant violation of ethical or social standards or in the event of unfair or harmful actions or omissions by the client that are likely to significantly damage TÜV Rheinland's reputation in the public eye;
 - 13.1.4 the client attempts in an unauthorised manner to influence the measurement or test results of TÜV Rheinland, e.g. through misrepresentation or deception, or to influence the integrity of TÜV Rheinland,

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- 13.1.5 TÜV Rheinland is temporarily (for a period of at least three months) or permanently not authorised or not in a position to provide, continue or complete the contractual service for reasons for which it is not responsible, e.g. in the event of force majeure, loss of accreditation, approval or recognition or discontinuation of test bases.
- 13.2 The cancellation must be in writing.

14 Assignment and

- 14.1 TÜV Rheinland is authorised to assign its rights and obligations under the contract in whole or in part to companies affiliated with it in accordance with Sections 15 et seq. AktG (German Stock Corporation Act).
- 14.2 TÜV Rheinland is authorised to commission third parties to provide services in accordance with the contract.

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15 Force majeure

In cases of force majeure, the parties shall be released from their mutual performance obligations insofar as and for as long as the impediment to performance persists. Force majeure shall be deemed to be all circumstances independent of the will and influence of the party obliged to perform which are unforeseeable, serious and cannot be averted even with the utmost reasonable care and which occur after the conclusion of the contract, such as, but not limited to: natural disasters, blockades, war, civil unrest, terrorist attacks, strikes, sanctions, embargoes, pandemics, epidemics, official measures and material shortages ("force majeure").

16 control

- 16.1 When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Germany or abroad, the client must comply with the applicable provisions of national and international (re-)export control law.
- 16.2 The fulfilment of a contract with the client is subject to the proviso that there are no obstacles to fulfilment due to national or international regulations of foreign trade law and no embargoes and/or sanctions.

17 Partial invalidity, place of fulfilment, place of jurisdiction, etc.

- 17.1 Should one or more provisions of these GTC be invalid or should these GTC contain a loophole, the remaining provisions of these GTC shall remain unaffected and valid. The invalid provision shall be replaced by a valid provision whose effect comes closest to the economic purpose intended by the parties with the invalid provision. The same applies if there is a loophole in these GTC.
- 17.2 The place of fulfilment for all obligations under these GTC or the contract, including subsequent performance, is the registered office of the respective TÜV Rheinland company providing the contractually owed service.
- 17.3 The place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be Cologne, provided that the client is a merchant, a legal entity under public law or a special fund under public law. However, TÜV Rheinland is entitled to sue the client at its general place of jurisdiction or at another competent court. The above provisions shall not apply if the law provides for an exclusive place of jurisdiction. In relation to non-merchants, Cologne shall be the place of jurisdiction if the client moves his domicile or habitual residence abroad after conclusion of the contract or if his domicile or habitual residence is unknown at the time TÜV Rheinland's claims are asserted in court.
- 17.4 The legal and business relations between TÜV Rheinland and the Client shall be governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on for the International Sale of Goods of 11 April 1980 (UN Sales Convention).
- 17.5 Amendments and supplements must be made in writing to be legally effective; this also applies to amendments, supplements or the cancellation of this written form requirement.

18 Information on data protection

- 18.1 TÜV Rheinland processes the client's personal data for the purpose of fulfilling the contract. If personal data is processed beyond this, this is done for lawful purposes in accordance with the relevant legal basis. The client's personal data will only be disclosed to other natural or legal persons if the legal requirements for this are met. This also applies to transfers to third countries. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Statutory retention periods are taken into account.
- 18.2 The persons affected by the data processing can exercise their rights as data subjects in accordance with the respective data protection laws. Data subjects have the right to withdraw their consent at any time with effect for the future, as well as the right to lodge a complaint with the competent data protection supervisory authority. Further details on the processing of personal data can be found in the respective TÜV Rheinland data protection notices. TÜV Rheinland's Group Data Protection Officer can be contacted by e-mail at dataprotection@tuv.com or by post at TÜV Rheinland AG, Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.

II Special Terms and Conditions of TÜV Rheinland Rheinland Cert GmbH and LGA InterCert Zertifizierungsgesellschaft mbH (hereinafter referred to as "TÜV Rheinland")

The following terms and conditions apply in addition to the General Terms and Conditions of TÜV Rheinland ("GTC") under I. and take precedence over these in the event of contradictions.

1 Test material: Transport risk and storage

- 1.1 The risk and costs of freight and transport of documents or test material to and from TÜV Rheinland as well as the costs of any necessary disposal measures shall be borne by the client.
- 1.2 Unless otherwise agreed, TÜV Rheinland will dispose of destroyed and otherwise worthless test material at the client's expense.
- 1.3 Test material that has not been destroyed will be stored by TÜV Rheinland for four weeks after completion of the test. If a longer storage period is desired, TÜV Rheinland will charge a reasonable storage fee. During the storage period, TÜV Rheinland shall only be liable for the care it exercises in its own affairs.
- 1.4 After expiry of the four weeks or any agreed longer retention period, the test material will be disposed of by TÜV Rheinland at the client's expense in accordance with Section 1.3 of the Special Terms and Conditions.

2 Service invoicing and acceptance

In amendment of Sections 6.5 and 8 of the GTC and in addition to Section 7 of the GTC, the following provisions shall apply:

- 2.1 Unless otherwise agreed, the services shall be invoiced according to the progress of the service. For this purpose, 80% of the contractually agreed amount will be invoiced after the service has been provided on site (i.e. after the audit), the remaining 20% as well as travel and ancillary costs after the service has been provided in full.
- 2.2 If, according to the nature of TÜV Rheinland's work, acceptance is excluded, the completion of the work shall take its place. This does not apply to certification services.
- 2.3 If the client cancels or postpones an audit appointment confirmed by him within two weeks before the agreed date, TÜV Rheinland is entitled to demand lump-sum compensation amounting to 50% of the order amount for services already scheduled or personnel already scheduled, insofar as it is not possible to schedule the personnel's services otherwise. If additional travel costs (hotel, transport, etc.) have been incurred which can no longer be avoided in the event of cancellation by the client after the appointment has been cancelled, these costs shall be reimbursed in full by the client. The client reserves the right to prove that TÜV Rheinland has incurred no loss at all or only a significantly lower loss than the above lump sum.
- 2.4 If the time slots for auditing / provision of services by TÜV Rheinland provided for within the scope of a certification procedure could not be utilised by the client and the certificate therefore has to be withdrawn (e.g. when carrying out surveillance audits), TÜV Rheinland is entitled to demand lump-sum compensation amounting to 10% of the contract sum. The client reserves the right to prove that TÜV Rheinland has suffered no damage at all or significantly less damage than the above lump sum.
- 2. Insofar as the client has undertaken to accept services in the contract, TÜV Rheinland is entitled to charge lump-sum compensation amounting to 10% of the order amount as compensation for expenses if, after a service has been commissioned, it is not called off within one year of the order being placed. The client reserves the right to prove that TÜV Rheinland has suffered no damage at all or significantly less damage than the above lump sum.
- 2. In the case of continuing obligations, TÜV Rheinland is authorised to increase prices at the beginning of a month in the event of increased overheads and/or procurement costs. This shall be done by written notification, which must be sent one month (amendment period) before the intended entry into force. If the price increase per contract year does not exceed 5%, the client has no special right of cancellation on the grounds of this price increase. In the event of a price increase of more than 5% per contract year, the client is entitled to terminate the contractual relationship at the end of the amendment period. Otherwise, the amended prices shall be deemed to have been agreed after expiry of the amendment period.

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3 Term / right of cancellation/cancellation by TÜV Rheinland

- 3.1 Notwithstanding Section 2.2 of the GTC, TÜV Rheinland and the client are entitled to terminate the contract in its entirety or, in the case of services combined in one contract, each of the combined parts of the contract individually and irrespective of the continuation of the other services, with three months' notice to the end of the contractually agreed term.

If no term has been expressly agreed in the offer or contract, the contract term shall be based on the term / validity of the certificate.

- 3.2 The cancellation period for TÜV Rheinland in accordance with Section 3.1 of the Special Terms and Conditions is reduced to six weeks from the due date of a surveillance audit required for the maintenance of the certificate or audit report or the end of the certificate term if TÜV Rheinland is prevented from providing the services due to the loss or suspension of its accreditation, approval, recognition or notification.

- 3.3 TÜV Rheinland and the client are entitled to terminate the contract without notice for good cause. TÜV Rheinland may give notice of termination within a period of two months at any time after TÜV Rheinland has become aware of the circumstances justifying termination.

- 3.4 An important reason in this sense is given for TÜV Rheinland in particular,

- 3.4.1 if the client does not immediately inform TÜV Rheinland of changes to the conditions relevant to certification within the company or indications of such changes,

- 3.4.2 if the client uses the certificate or the certification mark improperly or in breach of contract,

- 3.4.3 in the event of serious misrepresentations and deceptions due to wilful or grossly negligent behaviour by managers, employees or representatives of the client;

- 3.4.5 if certification requirements change to such an extent that TÜV Rheinland could only provide the contractually agreed services by amending the contractual agreements accordingly in accordance with the certification requirements and the client does not agree to such a request for amendment within a period of four weeks or a corresponding amendment to the contractual agreement would be unreasonable for TÜV Rheinland.

"Certification requirements" in this sense include all laws, standards, directives, ordinances, regulations, rules, interpretations/specifications and other specifications of the legislator or the accreditor or, the licensing organization or the recognition organization, based on, on the basis of which TÜV Rheinland tests, audits and/or certifies the client.

- 3.4.7 the client does not call off the service within 12 months of placing the order and agree corresponding deadlines with TÜV Rheinland for the provision of the service or breaches its duty to co-operate in agreeing such deadlines. A breach of these obligations to co-operate shall be deemed to have occurred in particular if the client rejects three deadlines proposed by TÜV Rheinland without an objective and objectively justifiable reason.

- 3.5 TÜV Rheinland and the client are also entitled to extraordinary cancellation in accordance with Section 3.2 of the Special Terms and Conditions if, for reasons for which TÜV Rheinland is not responsible, TÜV Rheinland's insurer no longer offers insurance cover for the service contractually agreed between TÜV Rheinland and the client - in full or for certain countries - and it is not possible for TÜV Rheinland to obtain corresponding insurance cover from another insurer of the same quality in a reasonable manner at comparable and reasonable conditions at short notice.

- 3.6 In the event of termination without notice by TÜV Rheinland for good cause, TÜV Rheinland shall be entitled to claim liquidated damages from the client under the conditions of a claim for damages on the merits. In this case, the client shall owe 15% of the remuneration payable up to the end of the agreed contract term as liquidated damages. The client reserves the right to prove the absence of damages or significantly lower damages, and TÜV Rheinland reserves the right to prove significantly higher damages in individual cases.

- 3.7 TÜV Rheinland is also entitled to terminate the contract without notice if the time slots for auditing / provision of services by TÜV Rheinland provided for in a certification procedure could not be utilised by the client and the certificate must therefore be withdrawn (e.g. when carrying out surveillance audits). Section 3.6 of the Special Terms and Conditions applies accordingly.

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3.8 The cancellation must be in writing.

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III. special terms and conditions for consumers

For consumers, the following provisions shall take precedence over the General Terms and Conditions and the Special Terms and Conditions of TÜV Rheinland:

1 Offers and conclusion of contract

- 1.1 Enquiries made by the client regarding the provision of services by TÜV Rheinland by means of remote communication (e.g. letter, fax, telephone, e-mail) are non-binding. Upon receipt of an enquiry, TÜV Rheinland shall send the client an offer by letter, fax or e-mail, which shall include details of the client's enquiry (including prices, total price and, if applicable, all other additional costs that may be incurred in individual cases as well as the term of the contract or the conditions for terminating an open-ended contract or automatically renewing contracts) and to which these conditions are attached (hereinafter "offer"). However, TÜV Rheinland is not obliged to submit an offer. Upon receipt of TÜV Rheinland's acceptance of the offer by the client by letter, fax or e-mail, a contract is concluded between TÜV Rheinland and the client. However, if TÜV Rheinland's offer is expressly described as "subject to change" or "non-binding", a contract is only concluded when the client places an order by letter, fax or e-mail in response to TÜV Rheinland's subject to change or non-binding offer and TÜV Rheinland issues a corresponding confirmation of acceptance.
- 1.2 TÜV Rheinland shall provide the client with a confirmation of the contract on a durable medium (e.g. by letter, fax or e-mail) after conclusion of the contract, but at the latest when the service is provided, in which the content of the contract, including these terms and conditions, is reproduced.

2 Right of cancellation

- 2.1 Consumers have the following right of cancellation:

Cancellation policy

Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the date of conclusion of the contract.

To exercise the right to cancel, you must inform TÜV Rheinland Cert GmbH, Am Grauen Stein 51105 Köln, Telefax: 0221-8062765, E-Mail: tuvcert@de.tuv.com of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You can use the attached sample cancellation form, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.

Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

If you have requested that the services should commence during the cancellation period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

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Sample cancellation form

(If you wish to cancel the contract, please complete and return this form).

- To TÜV Rheinland Cert GmbH, Am Grauen Stein 51105 Cologne, fax: 0221 8062765, e-mail: tuvcert@de.tuv.com
- I/we () hereby revoke the contract concluded by me/us for the purchase of the following goods () / the provision of the following service ()
- Ordered on () / received on ()
- Name of the consumer(s) _____
- Address of the consumer(s) _____
- Date _____
- Signature of the consumer(s) (only for notification on paper)

- 2.2 In the case of a contract for the provision of services, the right of cancellation shall also expire if TÜV Rheinland has provided the services in full and has only begun to provide the services after the consumer has given his express consent and at the same time confirmed his knowledge that he will lose his right of cancellation upon complete fulfilment of the contract by TÜV Rheinland. In the case of an off-premises contract, the consumer's consent must be provided on a durable medium.

3 Prices

The fixed all-inclusive prices or fees specified in TÜV Rheinland's offer are gross prices including statutory VAT.

4 Warranty

Sections 11.2 - 11.3 of the GTC shall not apply.

5 Export control

Section 16 of the GTC shall not apply.

6 Online dispute resolution platform and consumer dispute resolution

- 6.1 The European Commission provides a platform for online dispute resolution, which can be found at <https://ec.europa.eu/consumers/odr>.
- 6.2 TÜV Rheinland is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

7 Running time

- 7.1 The maximum term of a contract is two years.
- 7.2 Notwithstanding clause 2.2 sentence 2 of the GTC, an agreed term shall be extended by a maximum of one year if the contract is not terminated in writing by one of the contracting parties three months before the end of the term provided for in the offer or contract.

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