

1. General

- 1.1 The following terms and conditions apply to agreed Product Verification of Conformity (PVoC) and similar services.
- 2.1 It is assumed hereinafter that the client has read the general Terms and Conditions of TÜV Rheinland which also apply to any services offered by TÜV Rheinland. In case of doubt, the hereinafter PVoC Terms and Conditions dominate the general business Terms and Conditions of TÜV Rheinland (available on website / can also be requested from TÜV Rheinland representative).
- 1.2. The application / declaration form sets out the entire agreement and understanding between the parties in relation to the PVoC services. The exporter acknowledges that, in submitting the signed application that it has not relied on any oral or written representation, warranty, or other assurance (except as provided for or referred to in this application) and waives all rights and remedies which might otherwise be available to it in respect thereof, provided always, that nothing in this clause limits or excludes any liability for fraud.
- 1.3. Unless otherwise agreed in writing or except where changes are at variance with the regulations, governing services performed on behalf of governments, government bodies or any other public entity or the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between TÜV Rheinland or their agents and the client in relation to PVoC services, shall be governed by these general conditions for PVoC services.

2. Good Faith

- 2.1. TÜV Rheinland represents and warrants that any Certificates of Conformity are issued in good faith and in the reasonable belief that it has authority to do so deriving from, and limited to the authorization by the respective government authority.

3. Service Provision

- 3.1. Unless TÜV Rheinland receives prior written instructions to the contrary from the client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom.
- 3.2. The client hereby irrevocably authorizes TÜV Rheinland to deliver Certificates of Conformity to a third party where so instructed by the client or, at its discretion, where it implicitly follows circumstances, trade customs or practice.
- 3.3. TÜV Rheinland and the respective authority reserve the right to request substantiation for the Declaration of Conformity or to enforce testing of the product(s) at any time during the project's period.

4. Scope of Service

- 4.1. TÜV Rheinland acts neither as an insurer nor as a guarantor and declines any liability under this heading. The client seeking to guarantee itself against losses or damage will have to obtain adequate insurance cover at its own expense.

5. Registration/License and Surveillance

- 5.1. The registration / license and surveillance terms are stipulated in the registration application of the respective PVoC scheme.

6. Client Responsibility

- 6.1. The applicant shall inform TÜV Rheinland promptly about changes that may influence the product conformity, i.e. production process modification, modifications to product features, changes to quality management system etc.
- 6.2. The PVoC programs specific client responsibilities are stipulated in the respective application forms.

7. Liability

- 7.1. TÜV Rheinland shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside TÜV Rheinland's control including failure by the client to comply with any of its obligations hereunder.
- 7.2. Liability for serious or intentional misconduct is according to the relevant applicable laws.
- 7.3. For all the other cases, TÜV Rheinland's liability for any claim for loss, damage or expenses of whatever kind or origin is limited to the lesser of the following amounts:
 - 7.3.1. The equivalent of five (5) times the fees paid or the commission due for the specific service requested under the terms of the contract at the origin of the aforesaid claim, or
 - 7.3.2. USD 15,000 (fifteen thousand US Dollars), or
 - 7.3.3. Any lower amount specified in the contract, agreement or other convention concluded between TÜV Rheinland and the Client.
- 7.4. TÜV Rheinland will not incur any liability for consequential or derivative damages including loss and profits, losses of future businesses, losses of production and/or cancellation of contracts concluded by the Client.
- 7.5. The Client will release, guarantee and indemnify TÜV Rheinland and its managers, employees, agents or subcontractors against any claim raised by a third party for loss, damage or expenses of whatever nature relating to the execution of the alleged nonperformance of services provided in accordance with the instructions of the Client.

8. Force Majeure

- 8.1. In the event that TÜV Rheinland is prevented for any reason whatsoever outside its control from carrying out or from bringing services to a successful conclusion for which an order was placed or an agreement concluded, the TÜV Rheinland will be released from any liability for the partial or total non-performance of the services requested. Moreover, the Client will pay the TÜV Rheinland:

- 8.1.1. All the expenses actually incurred;
- 8.1.2. A proportional share.