

Special Terms and Conditions for Mobility Services

TÜV Rheinland Polska Sp. z o.o.

1. Scope of Application

1.1 These Special Terms and Conditions for Mobility Services pursuant to 1.1, 1.4. of the General Transaction Terms of TÜV Rheinland Polska Sp. z o.o. shall apply in addition to the General Transaction Terms with respect to Mobility Services provided by TRP and shall take precedence in case of contradictions.

1.2 These Special Terms and Conditions for Mobility Services are deemed to be accepted from the moment the Customer places an order for the provision of respective services based on a TRP's quotation, and the Customer also accepts them as legally binding for all subsequent and additional orders.

1.3 If the provisions of individual agreements (contracts) concluded with the Customers included provisions incompatible with these Special Terms and Conditions for Mobility Services, the provisions of such contracts shall prevail.

2. Confidentiality

2.1 The provisions of item 9 of the General Transaction Terms concerning confidentiality of information shall apply to contracts for the supervision of approval testing of vehicles, components and systems only if no separate confidentiality contract has been concluded between the Parties. If a separate agreement is not concluded, the Parties exclude application of item 9.4. point b) of the General Transaction Terms.

3. Auditor Access

3.1 With regard to supervised approval testing of vehicles, components and systems, employees of the national approval authorities of the European Economic Area shall be granted access to laboratory facilities for so-called witness evaluations. An appointment must be made in advance to do so.

4. Transfer of Use

4.1 If necessary, TRP shall, as part of the tests/measurements, give Customer the use of a suitable test or measurement device (hereinafter referred to as „Testing Device”) for use for the duration of the tests/measurements. The functions of the Testing Device are based solely on the manufacturer's description of the Testing Device.

4.2 The Testing Device is provided for use free of charge, unless the Parties expressly agree otherwise. The costs associated with the use of the Testing Device, in particular the costs of electricity, shall be borne by the Customer.

4.3 TRP is solely responsible for the activation of the Testing Device. Customer may use the Testing Device only with the express permission of TRP, provided that the instructions received are followed.

4.4 Customer may use the Testing Device only for the purpose of the contract with TRP. In particular, Customer shall refrain from any action that could cause damage to the Testing Device.

4.5 Customer shall maintain the Testing Device in the condition specified in the Contract and return it in an undamaged condition. Any defects in the Testing Device discovered shall be immediately reported to TRP in writing. Normal wear and tear from use does not indicate deterioration.

4.6 The Testing Device shall remain the property of TRP for the duration of its use by the Customer. Customer may not transfer use to third parties. In the case of free use, the Customer is obliged to hand over the TRP testing device at any time and without undue delay upon request - unless the date of transfer of use is specified in the contract. The same applies to premature termination of a test/measurement. Under a transfer of use for consideration, TRP may require the customer to return the Testing Device only if the contract on which the transfer of use is based is terminated

5. Termination of the agreement

5.1 The Contract may be terminated by either Party at any time for good cause.

5.2 For good cause, TRP may terminate the Contract, in particular if:

5.2.1 The Customer has defaulted on its cooperation obligations on at least three occasions, has ultimately refused to perform them, or their performance is delayed for a total of more than three months for reasons for which TRP is not responsible;

5.2.2 The Customer attempts to influence the results of TRP measurements or tests;

5.2.3 Customer is in arrears with payment of the invoice for use of the Testing Device for two consecutive billing periods - in the case of paid use;

5.2.4 There will be a significant deterioration in the Customer's financial condition such that TRP's claims for payment under the contract are seriously jeopardized and TRP cannot reasonably be expected to continue the contractual relationship.

5.3 Termination of the Contract must be in writing under pain of nullity.



TÜVRheinland[®]

Precisely Right.

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