

General Terms and Conditions (T&Cs)

1. General provisions

- 1.1 The below TÜV Saarland Certification GmbH General Terms and Conditions (T&Cs) apply to all present and future business relationships with their customers, particularly to management system certification services.
- 1.2 The TÜV Saarland Certification GmbH T&Cs apply on an exclusive basis. Deviating, contrary or supplementary general terms and conditions of the Customer apply only if and to the extent TÜV Saarland Certification GmbH expressly agreed in writing to them being of the essence. This approval requirement applies in each case, also if TÜV Saarland Certification GmbH provides services to the Customer subject to no conditions despite being aware of their general terms and conditions.

These T&Cs only apply if the Customer is an entrepreneur (sec. 14 *BGB* [German Civil Code]), a body corporate organised under German public law or a German public-law special fund.

2. Assignment execution

TÜV Saarland Certification GmbH has a right to totally or partially commission those representatives (particularly auditors) or sub-contractors with contract services provision who they diligently selected and who they consider to be adequate; however, they may do so only if this is not contrary to accreditation or approval regulations. The Customer authorises TÜV Saarland Certification GmbH to disclose to the representative/sub-contractor any information required for providing the commissioned services.

3. Remuneration; payment terms

- 3.1 Unless TÜV Saarland Certification GmbH and the Customer concluded a price agreement, prices payable by the Customer depend on the valid TÜV Saarland Certification GmbH Schedule of Prices and Services subject to changes.
- 3.2 Prices exclude statutory VAT which TÜV Saarland Certification GmbH will separately indicate in their invoices.
- 3.3 Unless otherwise agreed, TÜV Saarland Certification GmbH invoices must be paid within 14 days from invoicing without any deductions.
- 3.4 The Customer has an offsetting and retention right only if their claim was legally determined by a court or if this is undisputed. This restriction does not apply to the Customer's claims due to defective performance under the same contract.

4. Liability

- 4.1 TÜV Saarland Certification GmbH is liable based on the law to the extent the Customer asserts any claims for damages based on intention or gross negligence, including that of their representatives or vicarious agents, or TÜV Saarland Certification GmbH culpably violates important contract duties, i.e., those duties which are required for ordinary contract fulfilment or upon whose fulfilment the contract partners (may) regularly rely. Should TÜV Saarland Certification GmbH be accused of slightly negligent contract violations, liability for damages in these cases is limited to damage typical of this type of contract or foreseeable at the time of contract conclusion.
- 4.2 Liability for culpable injuries to life, limb or health is not affected by this; this applies also to compulsory liability under the German Product Liability Act [*Produkthaftungsgesetz*].
- 4.3 TÜV Saarland Certification GmbH expressly grants no guarantee as to regularity (faultless quality) and functionality of systems they inspected, checked and/or certified or of services/products they render/manufacture.
- 4.4 Unless otherwise provided above, additional liability – regardless of the legal nature of the claim – is excluded. This applies particularly to claims for damages due to other violations of duties or claims in tort for compensation of material damage in terms of sec. 823 *BGB*.
- 4.5 The above restriction of liability also applies to the extent the Customer requests compensation for wasted expenses instead of a claim for damages instead of performance.
- 4.6 To the extent liability of TÜV Saarland Certification GmbH is excluded or restricted, this also applies to personal liability of their bodies, employees, representatives or vicarious agents.

5. Copyrights; data processing

- 5.1 TÜV Saarland Certification GmbH holds all copyrights in expert's reports, test results, calculations etc. they prepare.
- 5.2 For internal purposes, TÜV Saarland Certification GmbH stores business transaction data on data processing systems to the extent required.
- 5.3 TÜV Saarland Certification GmbH may archive copies of paper documents provided to them for inspection or relevant for assignment execution.

6. Miscellaneous

- 6.1 All disputes resulting from the contract relationship and referring to these General Terms and Conditions are subject to application and interpretation of German law, under exclusion of international private law provisions.
- 6.2 The place of performance and the exclusive venue for the Customer with regard to all disputes related to the contract is Sulzbach (Saar) if the Customer is an entrepreneur, a body corporate organised under German public law or a German public-law special fund. However, TÜV Saarland Certification GmbH may bring actions against the Customer also at their general venue.
- 6.3 Should single provisions be or become totally or partially invalid, this does not affect validity of the remaining provisions. Provisions totally or partially invalid are to be replaced by such provisions whose economic success comes closest to that of the invalid provisions.

As at 2018-08