

General Terms and Conditions (AGB)

1. General information

1.1 The following General Terms and Conditions of TÜV Saarland Certification GmbH (GTC) apply to all current and future business relationships with its clients, in particular for services within the scope of the certification of management systems.

1.2 The General Terms and Conditions of TÜV Saarland Certification GmbH apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the client shall only become part of the contract if and insofar as TÜV Saarland Certification GmbH has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if TÜV Saarland Certification GmbH provides services to the client without reservation in the knowledge of the client's General Terms and Conditions.

The GTC only apply if the client is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law.

2. Order fulfilment

TÜV Saarland Certification GmbH has the right to the contractual services in whole or in part to a carefully selected agent (in particular auditors) or subcontractor that it deems suitable, provided that this does not conflict with any regulations under accreditation or authorisation law. The client authorises TÜV Saarland Certification GmbH to all information required for the performance of the assigned services to the agent or subcontractor.

3. Remuneration and terms of payment

3.1 If no price agreements have been made between TÜV Saarland Certification GmbH and the client, the prices to be paid by the client shall be determined according to the valid official price and service list of TÜV Saarland Certification GmbH, which may be subject to adjustments.

3.2 Prices quoted are exclusive of the applicable statutory value added tax, which is shown separately in the invoices of TÜV Saarland Certification GmbH.

3.3 Unless otherwise agreed, invoices from TÜV Saarland Certification GmbH are due for payment without deduction within 14 days of the invoice date.

3.4 The client shall only be entitled to rights of set-off and retention insofar as its claim has been legally established or undisputed. This restriction shall not apply to claims of the client due to defects in performance arising from the same contractual relationship.

4. Liability

4.1 TÜV Saarland Certification GmbH shall be liable in accordance with the statutory provisions if the client asserts claims for damages on intent or gross negligence, including intent or gross negligence on the part of its representatives or vicarious agents, or if TÜV Saarland Certification GmbH culpably breaches a material contractual obligation. Material contractual obligations are those whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely. Insofar as TÜV Saarland Certification GmbH accused of a slightly negligent breach of contract, liability for damages in the aforementioned cases shall be limited to the damage typically occurring in this type of contract and foreseeable at the time of conclusion of the contract.

4.2 Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.

4.3 TÜV Saarland Certification GmbH expressly assumes no liability for the correctness (flawless condition) and functionality of the assessed, tested or certified systems, services provided or products manufactured

4.4 Unless otherwise stipulated above, any further liability is excluded, regardless of the legal nature of the asserted claim. This applies in particular to claims for damages due to other breaches of duty or due to tortious claims for compensation for property damage in accordance with § 823 BGB.

4.5 The above limitations of liability shall also apply if the client demands compensation for expenses instead of a claim for damages in lieu of performance.

4.6 Insofar as the liability of TÜV Saarland Certification GmbH is excluded or limited, this also applies with regard to the personal liability of its bodies, employees, workers, staff, representatives and vicarious agents.

5. Copyrights, data processing

5.1 TÜV Saarland Certification GmbH is entitled to the copyrights to the expert reports, test results, calculations, etc. prepared by TÜV Saarland Certification GmbH.

5.2 If necessary, TÜV Saarland Certification GmbH stores data in a data processing system for its own purposes.

5.3 Copies of written documents provided to TÜV Saarland Certification GmbH for inspection or which are of for the execution of the order may be kept on file at TÜV Saarland Certification GmbH.

6. Miscellaneous

6.1 All disputes arising from contractual relationships with reference to these General Terms and Conditions are subject to the application and interpretation of the law of the Federal Republic of Germany, excluding the provisions of international private law.

6.2 The place of fulfilment and exclusive place of jurisdiction for all disputes in connection with this contract is Sulzbach/Saar, insofar as the client is a merchant, a legal entity under public law or a special fund under public law. This place of jurisdiction applies exclusively to the client. TÜV Saarland Certification GmbH is also entitled to sue the client at the client's general place of jurisdiction.

6.3 Should individual provisions be or become invalid in whole or in part, this shall not the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.

Status 2018-08