

I. General Terms and Conditions TÜV Rheinland Akademie GmbH („TÜV“) PersCert TÜV Business Unit

1. Scope

- 1.1 The General Terms and Conditions of TÜV ("GTC") below shall apply to services agreed between TÜV and the client/applicant/cooperation partner/candidate (e.g. training provider, participant, etc.) - hereinafter referred to as client - including ancillary services and other secondary obligations performed in the course of executing the order (hereinafter collectively referred to as "services"). These GTC do not apply to the areas of system or product certification. The program-specific Examination and Certification Regulations (ECR) shall apply additionally, overriding these GTC. For purposes of better legibility, all documents refrain from the simultaneous use of male, female, and diverse language forms. All references to persons shall apply equally to all genders.
- 1.2 Clients as defined by these terms and conditions may be both consumers and business operators.
A consumer is any natural person who enters into a legal transaction with TÜV for purposes that predominantly cannot be attributed to his trade, business or profession. (Section 13 BGB [German Civil Code]).
A business operator is a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction with TÜV, acts in exercise of his or its trade, business or profession (Section 14 BGB [German Civil Code]). As defined by these terms and conditions, legal persons under public law and special funds under public law are also deemed to be business operators.
If the client is a consumer, the Special Terms and Conditions for Consumers under Section II shall apply additionally, overriding the GTC.
- 1.3 Conflicting or deviating terms of the client shall not apply and are hereby excluded. General terms and conditions of the client shall not become part of the contract even if TÜV does not expressly object to them, accepts client payments unconditionally or performs the services unconditionally.
- 1.4 Within the scope of an ongoing business relationship with business operators, these GTC and the program-specific Examination and Certification Regulations (ECR) and the Special Terms and Conditions for Consumers shall also apply to future contracts with these business operators, without TÜV's having to refer to them separately in each individual case.
- 1.5 Insofar as there is a written form requirement in these GTC, the text form as defined by Section 126b BGB [German Civil Code] shall be sufficient to comply with the written form.
- 1.6 Individual agreements reached with the client in particular cases (including ancillary agreements, supplements and amendments) shall take precedence over these GTC in all cases. A written contract or the written confirmation of TÜV shall be decisive for the content of such agreements.

2. Offers and Conclusion of contract; Term

- 2.1 The contract shall take effect upon the signing of the offer letter of TÜV or of a separate contract document by both contracting parties or upon TÜV's performance of the services requested by the client. The contract shall also take effect if an order confirmation is issued by TÜV exclusively by electronic means without signature. If the client commissions TÜV without a prior offer from TÜV or without a prior contractual document, the latter shall be entitled in its sole discretion to accept the order through declaration of acceptance or by providing the commissioned services.
- 2.2 Insofar as a specific contract term has been agreed, this shall conform to what is agreed in the offer of TÜV or in the contract. An agreed term shall be extended by the expected term in the offer or contract, if the contract is not terminated in writing by one of the contracting parties three (3) months prior to expiry.

3. Service provision and scope

- 3.1 The scope and nature of the services to be provided by TÜV shall derive from the service specifications of TÜV agreed in the contract. Unless otherwise agreed, the delivered content of the certification program corresponds to what is published on the TÜV website. The services and prices published on the website are nonbinding and may be subject to change up until order confirmation by TÜV. In case of changes, the client may object, with the consequence that the contract shall not take effect. In case of doubt, the latest offer of TÜV shall set the standard for the services to be provided. Unless otherwise agreed, services are not owed outside of the service specifications. With respect to the examination, TÜV owes neither any particular success nor any concrete examination result.
- 3.2 TÜV shall be entitled in its own discretion to decide the method of service provision including examinations performed unless written agreements have been reached that determine otherwise or mandatory regulations require a specific procedure.
- 3.3 Insofar as mandatory regulations and standards or regulatory requirements of the agreed services change after the contract has been completed, TÜV shall be eligible for supplemental remuneration for the additional overhead incurred.

4. Service provision deadlines/dates

- 4.1 The service provision deadlines and dates specified in the contract shall be nonbinding unless expressly designated as binding in the contract.
- 4.2 The client may only withdraw from the contract due to delays in service provision according to the statutory provisions insofar as TÜV is responsible for the delay. Any statutory rights of termination shall remain unaffected. TÜV shall in particular not be responsible for a delay in service provision if the client has not complied, or not complied in due time with his cooperation obligations under Section 5.1 and in particular has not provided TÜV with all the documentation and information necessary for the service provision mentioned in the contract.
- 4.3 If the client is obligated to comply with deadlines that are statutory, officially mandated and/or prescribed by the program-specific Examination and Certification Regulations, it shall be the responsibility of the client to agree with TÜV on service provision dates that allow the client to comply with the statutory and/or official deadlines. TÜV shall assume no responsibility in this respect. If deadlines are not met, the client has no entitlement to the performance of the services. TÜV shall retain its entitlement to remuneration.

5. Cooperation of the client

- 5.1 The client shall perform or make available all necessary cooperative acts and/or provisions and provide information to enable TÜV to provide the contractual services in compliance with the contract. The client shall be responsible for ensuring that all necessary cooperative acts, provisions and information on his part, of his agents and subcontractors or of other third parties in his sphere are provided in good time and free of charge to TÜV.
- 5.2 All cooperative acts, provisions and information mentioned under Section 5.1 must comply with the applicable legal provisions, standards, safety regulations and accident prevention regulations.
- 5.3 The client shall bear any additional cost incurred by virtue of work having to be repeated or delayed as a consequence of tardy, incorrect or incomplete information or lack of proper cooperation. TÜV shall be entitled, even where a fixed or maximum price has been agreed, to charge extra for this additional cost.

6. Prices; invoicing of services

- 6.1 Insofar as TÜV and the client have agreed in the contract to an all-inclusive fixed price, this shall be invoiced. If the scope of service was not conclusively defined in writing when the contract was concluded, invoicing of the services provided by TÜV shall be calculated on the basis of expenditure of time at the fee agreed in the contract.
If the amount of the fee is not agreed in writing in the contract, invoicing shall be on the basis of the price list of TÜV valid at the time the service was provided, which shall be accordingly made available to the client upon request.
Unless otherwise agreed, all prices shall apply, subject to the currently valid sales tax.
The fee must also be paid if the participant is excluded from the examination due to cheating attempts or acts of cheating (including acts detected after the examination), disruptions of the examination process, or even if the participant himself discontinues the examination or does not appear for the examination, as well as in the event of a subsequent withdrawal of the certificate.
- 6.2 TÜV shall be entitled to partial payments for services already provided according to contract in the amount of the value of the services provided by it and required under the contract.
- 6.3 The provisions of Section 632a (1) Sections 2 to 5 BGB [German Civil Code] shall apply mutatis mutandis.

7. Terms of payment/costs/offsetting

- 7.1 All invoice amounts shall be immediately due for payment without deductions upon invoice receipt. No discounts or rebates shall be granted.
- 7.2 Payments are to be made to the TÜV bank account given in the invoice, stating the invoice and client numbers.
- 7.3 In the event of default, TÜV shall be entitled to demand default interest at the statutory rate. TÜV reserves the right to assert a claim in respect of more extensive damages.

- 7.4 If the client is in arrears with settlement of the invoice, TÜV shall be entitled after the expiration of an appropriate grace period to withdraw from the contract with the client and a) to revoke an already issued certificate, to demand back work results, such as examination reports, and to declare declarations of conformity invalid b) in the event that the contract involves a continuing obligation or a contract with an agreed term, to terminate it without notice.
- 7.5 Insofar as TÜV becomes aware after the contract has been concluded of circumstances from which an inability to pay or other significant deterioration in the client's financial position arises or threatens so to do, thus endangering the fulfillment of the contractual obligations, TÜV shall be entitled to refuse to perform the corresponding services to be rendered under the contract. The right to refuse performance shall not be applicable if the client effectuates its contractual liabilities or furnishes security to the amount of the endangered payment claim. If the client within a reasonable period of time provides neither the payments due nor adequate security, TÜV shall be entitled to terminate while maintaining compensation claims.
- 7.6 Complaints respecting the invoices of TÜV must be asserted in writing within 2 weeks of receipt of the invoice. TÜV will refer particularly to this period in its invoices.
- 7.7 TÜV shall be entitled to demand an appropriate advance on costs insofar as this is reasonable for the client considering the value of the order and the amount of work to be performed by TÜV.
- 7.8 Claims of TÜV may only be set off with legally established or undisputed claims. This set-off limitation shall not apply insofar as it concerns claims and counterclaims of TÜV and the client based on the same legal relationship. The same shall apply to the assertion of rights of retention by the client.

8. Acceptance

- 8.1 In the event of agreed contractual services or when acceptance has been contractually agreed upon, the client shall be obligated to immediate acceptance upon notification of completion, also in case of partial performance or completion in self-contained parts. The client shall bear the acceptance costs.
- 8.2 If the client fails to meet its obligation to accept immediately, acceptance shall be deemed to have occurred four (4) calendar weeks after performance of the service, if TÜV specifically advises the client of the aforementioned period upon performance.
- 8.3 The client shall not be entitled to refuse acceptance due to insignificant defects.

9. Confidentiality

- 9.1 "Confidential Information" is all information, documents, images, drawings, know-how, data, samples and project documents handed over subsequently to the start of the contract by one party ("disclosing party") to the other party ("receiving party") or otherwise disclosed. This shall also include copies of this information in hardcopy form and electronic form. When surrendered in written or other physical form, Confidential Information must be marked "confidential" or with some similar formulation that points out the confidential nature of the information.
- a) Appropriate prior notice must be given with respect to Confidential Information that is transmitted by word of mouth.
- b) Confidential Information expressly does not include (nonpersonal) data and know-how collected, compiled or otherwise obtained by TÜV in the course of its service provision. TÜV shall be entitled to store, use, further develop and pass on the data obtained in connection with the service provision for the purposes of developing new services, improving services and analysis of service provision.
- 9.2 Confidential Information
- a) may only be used by the receiving party to fulfil the purpose of the contract, insofar as no differing express written agreement with the disclosing party exists;
- b) may not be reproduced, distributed, published or disclosed in any other way by the receiving party, with the exception of such Confidential Information that is necessary to fulfil the purpose of the contract or of such Confidential Information that the receiving party must disclose due to a court order or statutory or official provisions; this shall also particularly concern Confidential Information that must be forwarded to regulatory authorities and/or accreditors of TÜV in connection with an accreditation process or passed on in the course of service provision to enterprises or subcontractors affiliated with TÜV or their respective employees pursuant to Sections 15 ff. Aktiengesetz [German Stock Corporation Act];
- c) shall be treated in a similarly confidential manner by the receiving party as it treats its own confidential information; in any case no less carefully than with due regard for the objectively necessary diligence.
- 9.3 The receiving party shall only make available the Confidential Information received from the disclosing party to such persons as require it to perform the services under this contract. These persons shall include consultants of the receiving party as well as its affiliated companies within the meaning of Sections 15 ff. Aktiengesetz [German Stock Corporation Act].
- 9.4 Excluded from the confidentiality obligation shall be such information,
- a) that was already generally known at the time of disclosure or became known to the general public without infringement of this agreement, or
- b) that was verifiably known to the receiving party when the contract was concluded or is thereafter made known to it legitimately by a third party, or
- c) that was already in the possession of the receiving party before being transmitted by the disclosing party, or
- d) that has already been developed by the receiving party independently from its transmission by the disclosing party.
- 9.5 Confidential Information shall remain the property of the respective disclosing party. The receiving party hereby gives its consent upon request from the disclosing party at any time immediately to (i) return all Confidential Information, including all copies thereof, to the disclosing party, or upon request of the latter to (ii) destroy the Confidential Information, including all copies thereof, and to confirm in writing to the disclosing party the fact of this destruction.
- The above obligation to return or destroy shall not apply
- a) to reports and certificates issued for the client exclusively to fulfil contractual obligations under the contract which remain with the client. With regard to these and to the Confidential Information that forms the basis for the production of these reports and certificates, TÜV shall however be entitled to file copies to serve as proof of proper fulfilment of contract and for general documentation purposes;
- b) to Confidential Information stored in routine data backups in the course of normal archiving processes on backup servers or in analogue security systems in the generation principle;
- c) insofar as it is opposed by the laws, regulations or ordinances of a competent court or an administrative or supervisory authority or an accreditor.
- 9.6 This confidentiality obligation shall exist from the start of the contract and continue to apply upon completion of the contract for a period of five years.

10. Copyrights and rights of use, publication

- 10.1 The copyrights of reports, examination reports, examination results, certificates, findings, calculations, diagrams etc. (hereinafter referred to as "performance results") shall remain with TÜV. As owner of the copyrights, it shall be free to grant others to use the performance results for individual or all types of use ("right of use").
- 10.2 The client shall obtain a simple, limited, non-transferable, non-sub-licensable right of use of the content of the performance results generated in the course of the contract, insofar as no different ruling has been contractually agreed in individual cases. The right of use is limited in terms of content to the contractual purpose (e.g. use of examination reports as evidence of examinations performed or as evidence of the corresponding certification decision).
- 10.3 The transfer of rights of use of the generated performance results specified in Section 10.2 of these GTC shall be subject to full payment of the respective agreed remuneration in favor of TÜV.
- 10.4 Publication or reproduction of the performance results for advertising purposes or use of the performance results going beyond the scope specified in Section 10.2 shall require in each case the prior written consent of TÜV. To clarify, it should be noted that the client shall be personally responsible for any publication or reproduction of the performance results for advertising purposes.
- 10.5 TÜV may revoke consent once given pursuant to Section 10.4 at any time without stating reasons. In this event the client shall be obligated at his own expense immediately to halt or stop the passing on of the performance results and as far as possible recall publications.
- 10.6 The consent of TÜV to publication shall entitle the client neither to use of TÜV company logo, also registered as a European Union trademark (reg. no.: 005871116), nor to use of TÜV corporate design as reference advertising.

11. Defects

- 11.1 The statutory defect rights shall apply unless otherwise stipulated in these terms and conditions.
- 11.2 In the event of a defect the client may demand subsequent performance. Subsequent performance shall be effected at the discretion of TÜV through remedial action or replacement delivery. Subsequent performance by TÜV shall be based on goodwill and be ex gratia. An acknowledgement resulting in the recommencement of the period of limitation shall only be deemed to exist if TÜV has expressly declared this to the client. In the event of failure of the subsequent performance, the client shall be entitled at his discretion to withdraw from the contract or reduce the price. The subsequent performance shall be deemed to have failed after the second attempt to remedy the defect has failed, if nothing to the contrary arises from the nature of the item or the defect, or other circumstances.
- 11.3 Notice of defects by the client must be in written form.

11.4 The claims for defects of the client specified in this Section 11 shall become time-barred within one (1) year of the commencement of the statutory limitation period, a corresponding cutoff period within the meaning of Section 218 BGB [German Civil Code] shall apply to rights resulting from defects. By way of derogation, the statutory limitation period shall apply a) in relation to all claims and rights of the client in the cases of Section 438 (1) No. 1 BGB [German Civil Code], Section 438 (1) No. 2 BGB [German Civil Code], Section 445b (1) BGB [German Civil Code] and Section 634a (1) No. 2 BGB [German Civil Code] as well as to fraudulent concealment of the defect or b) in the case of claims for damages for loss of life, physical injury or damage to health, claims pursuant to the German Product Liability Act and to grossly negligent or willful breaches of duty.

11.5 Apart from the claims mentioned in this Section 11, the client shall be entitled to no other claims and rights due to defects, with the exception of claims for damages and claims for reimbursement of expenses. The liability for compensation for damages and reimbursement of expenses shall be based on Section 12 of these GTC.

12. Compensation for damages and reimbursement of expenses

12.1 Irrespective of the legal basis – in particular due to defects, violation of duties under the contractual obligations or tort – TÜV shall not be liable for compensation for damages or reimbursement of expenses. This shall apply particularly, but not exclusively, to claims for compensation of damages for lost revenue or profit, financing costs and damage as a result of business interruption or loss of production.

12.2 The exclusion from liability under Section 12.1 shall not apply in case of a) intent or gross negligence, b) liability for guaranteed characteristics, c) liability due to the German Product Liability Act or d) due to culpable damage to life, limb or health. In addition, TÜV shall also be liable in accordance with the legal provisions in case of breach of essential contractual obligations, i.e. such obligations whose fulfillment makes due performance of the contract possible in the first place and upon whose fulfillment the client may regularly and reasonably rely.

12.3 Insofar as TÜV is not liable due to intent or gross negligence, culpable damage to life, limb or health, for guaranteed characteristics or under the German Product Liability Act, the liability of TÜV in case of breach of essential contractual obligations shall be limited to typical contractual and foreseeable damages.

12.4 Insofar as liability is excluded or limited under this Section 12, this shall also apply to the personal liability of the employees, agents, institutions and other staff of TÜV as well as its auxiliary persons and vicarious agents.

12.5 The term of limitation of claims for damages and reimbursement for expenses shall be in accordance with the statutory provisions.

12.6 The above provisions constitute no change in the burden of proof to the disadvantage of the client.

12.7 Unless otherwise stipulated in writing in the contract, TÜV shall be solely liable under the contract to the client and if applicable to a third party named in writing in the contract. Liability to other third parties is excluded with the exception of liability for an offense.

13. FORCE MAJEURE

13.1 Force majeure means the occurrence of an incident or circumstance that impedes one of the parties from fulfilling any of its contractual obligations arising from the contract. Force majeure in this sense shall exist if and to the extent that the party claiming force majeure proves: (a) that such impediment to the performance of the contract is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

13.2 Until proven otherwise, the following events affecting a party shall be presumed to meet conditions (a) and (b) under paragraph 1 of this clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemy, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage, or piracy; (iii) monetary and trade restriction, embargo, sanction; (iv) lawful or unlawful official act, compliance with law or government order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems or power; (vii) general labor unrest such as boycott, strike and lockout, slowdown, occupation of factories and buildings.

13.3 A party successfully invoking this clause shall be relieved of its obligation to perform its contractual obligations and of any liability for damages or any other contractual remedy for breach of contract from the time the impediment causes the inability to perform, provided that notice thereof is given promptly. If the notification is not made immediately, the exemption shall take effect from the date on which the notification is received by the other party. If the effect of the asserted impediment or event is temporary, the foregoing consequences shall apply only so long as the asserted impediment impedes the performance of the affected party. If the duration of the asserted impediment has the effect of substantially depriving the contracting parties of what they could reasonably expect under the contract, either party shall have the right to terminate the contract by giving notice to the other party within a reasonable period of time. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

14. Export control

14.1 The client must comply with the currently valid provisions of national and international (re-)export control law when passing on services provided by TÜV or parts thereof to third parties at home or abroad.

14.2 The fulfillment of a contract with the client shall be subject to there being no impediments to fulfillment arising from national or international regulations of foreign trade legislation or from embargos and/or sanctions.

15. Partial invalidity, place of fulfilment, place of jurisdiction

15.1 Should one or several of the provisions in these GTC be invalid, the other provisions of these GTC shall remain unaffected.

15.2 The place of fulfillment for all obligations under these GTC or the contract including subsequent performance shall be the place of business of the respective TÜV company providing the contractual service.

15.3 The place of jurisdiction for all conflicts arising out of and in connection with the contractual relationship with the client shall be Berlin, insofar as the client is a registered merchant, a legal person under public law or a special fund under public law. TÜV however reserves the right to bring an action against the client at the latter's place of general jurisdiction or at another competent court. The above provisions shall not apply if an exclusive place of jurisdiction is fixed according to the law. Berlin shall be the place of jurisdiction with regard to non-merchants if the client moves his residence or habitual abode to a foreign country after the contract has been concluded or if his residence or habitual abode is not known at the time the claims of TÜV are legally asserted.

15.4 German substantive law shall apply exclusively to the legal and business relationships between TÜV and the client, excluding application of private international law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Convention on Contracts).

16. Data protection notice

TÜV processes personal data of the contract partner for the purpose of fulfilling this contract. In addition, TÜV processes the data for other legitimate purposes in accordance with the relevant legal basis (e.g. balancing of interests / consent). Personal data of the contract party shall only be disclosed to other natural or legal persons if the legal requirements for this have been met. This shall also apply to transmissions to third countries. Personal data shall be deleted as soon as an appropriate reason for deleting arises. Legal retention periods stemming e.g. from the German Commercial Code (HGB) or the German Fiscal Code (AO) shall be taken into account in this regard. Data subjects may exercise the following rights: right of access, right of rectification, right of deletion, right to limitation of processing, right of objection and right of data portability. Data subjects shall further have the right to revoke any consent given at any time with future effect, as well as the right to lodge a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV as data controller or processor, please refer to the respective data protection information. You can contact TÜV data protection offices by email at datenschutz-akademie@de.tuv.com and by mail at the following address: TÜV Rheinland Akademie GmbH, Attn: Data Protection Officer, Alboinstrasse 56, 12103 Berlin.

17. Termination

17.1 The contract can be terminated by both sides at any time for good cause.

17.2 For TÜV, termination for good cause may be considered in particular if

- a) the client repeatedly fails to perform his cooperative acts (at least three (3) times), definitively refuses to do so or such performance is disrupted in total for longer than three (3) months due to reasons for which TÜV is not responsible;
- b) a significant deterioration occurs in the financial position of the client, thereby placing the payment claims of TÜV under the contract at considerable risk, and it is not reasonable for TÜV to continue the contractual relationship.

17.3 Notice of termination must be in written form.

Current as of: September 2022

II. Special Terms and Conditions for Consumers

For consumers, the following provisions shall have priority over the GTC of TÜV Rheinland Akademie GmbH ("TÜV") PersCert TÜV Business Unit:

1. Right of cancellation

1.1 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 reasons. The cancellation period is fourteen days from the date on which the contract was concluded.	
In order to exercise your right of cancellation, you must inform TÜV Rheinland Akademie GmbH (TÜV Rheinland Akademie GmbH, PersCert TÜV Business Unit, Alboinstr. 56, 12103 Berlin, e-mail: PersCert.Online@de.tuv.com), by means of a clear statement (e.g. with a mailed letter or e-mail) of your decision to cancel this contract. You may use the enclosed cancellation form for this purpose; it is not compulsory, however.	
To comply with the withdrawal period, it is sufficient for you to send your message about your exercising of the right of withdrawal before expiry of the withdrawal period.	
Consequences of withdrawal	
If you withdraw from this contract, we must refund all payments that we have received from you, including delivery costs (with the exception of additional costs arising from your having selected a different form of delivery than the most economical standard delivery offered by us), immediately and at the latest within fourteen days of the date of our receipt of your notice of withdrawal from this contract. We will use the same form of payment for this refund that you used in the original transaction unless explicitly agreed otherwise with you; in no event will you be charged on account of this refund.	
Should you have requested that the services be started during the withdrawal period, you must pay us an appropriate amount corresponding to the proportion of services already performed up to the time of your informing us of your exercising of the right of withdrawal with regard to this contract, in comparison with the overall scope of the services provided in the contract.	
Sample withdrawal form	
(If you wish to withdraw from the contract, please fill out this form and return it to us.)	
-	To (TÜV Rheinland Akademie GmbH, PersCert TÜV Business Unit, Alboinstr. 56, 12103 Berlin, E-mail: PersCert.Online@de.tuv.com):
-	I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/ provision of the following service (*)
-	Ordered on (*)/received on (*)
-	Name of consumer(s)
-	Address of consumer(s)
-	Signature of consumer(s) (only notification on paper):
-	Date

1.2 The right of withdrawal for a contract to provide services shall also be forfeited if the business operator has provided the services in full and has begun with their performance, after the consumer has given his explicit consent to this and has at the same time certified her/his awareness that he shall forfeit his right of withdrawal in the event of complete fulfilment of the contract by the business operator. In respect of a contract negotiated away from business premises, the consumer's consent must be communicated on a durable medium.

2. Prices

The fixed prices or charges set in TÜV are gross prices and include the statutory sales tax.

3. Defects

Sections 11.2 – 11.5 of the General Terms and Conditions shall not apply to consumers.

4. Export control

Section 14 of the General Terms and Conditions shall not apply to consumers.

5. Online dispute resolution and consumer dispute resolution

5.1 The European Commission provides a platform for online dispute resolution, which can be found at <https://ec.europa.eu/consumers/odr>.

5.2 TÜV is neither prepared nor obligated to participate in a dispute resolution procedure before a consumer arbitration board.

6. Term

6.1 The maximum term of a contract shall be two (2) years.

6.2 In deviation from Section 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 by one of the contracting parties in writing three (3) months before expiry of the term stipulated in the offer or contract.

Current as of: September 2022