1 General; Scope

1.1 As laid down in its articles of association, TÜV SÜD PS provides technical services in particular in the form of expert opinions, tests and inspections, measurements/laboratory services, consultancy/concept planning and specialized training courses and develops services and the associated products in the field of new technologies (hereinafter referred to as the “Services”).

1.2 TÜV SÜD PS predominantly provides Services for entrepreneurs (Art. 14 of the German Civil Code (BGB)), legal entities under public law and special funds under public law. These General Terms and Conditions of Business (hereinafter referred to as “GTC”) are therefore in principle drafted for transactions with those groups of persons and apply to all business relations between TÜV SÜD PS and those customers. Regardless of the foregoing, they also apply to business relations between TÜV SÜD PS and consumers (Art. 13 of the German Civil Code (BGB)). In this case, however, the GTC apply with the following provisions:

- The delivery and completion periods stated by TÜV SÜD PS are binding, contrary to the provisions in Section 3.1.
- Section 4.3 shall not apply.
- Section 5.6 shall not apply.
- Section 8.1 applies with the proviso that the place where the registered office of TÜV SÜD is located is agreed to be the place of jurisdiction in the event that the registered office, residence or habitual abode of the customer is transferred outside the scope of application of the laws of the Federal Republic of Germany or the customer's registered office, residence or habitual abode is unknown at the time when action is brought.
- Section 8.2 shall not apply.
- TÜV SÜD PS does not engage in any dispute resolution procedures before any consumer arbitration body.

1.3. These GTC apply exclusively. Any general terms and conditions of the customer which deviate from, conflict with or supplement these GTC will become part of the contract only if and to the extent that TÜV SÜD PS has explicitly approved their application. This approval requirement applies in any event even if TÜV SÜD PS for example renders the Services to the customer without reservation despite being aware of the customer's general terms and conditions of business.

1.4. Individual agreements made with the customer in a specific case (including ancillary agreements, supplements and changes) have priority over these GTC. For the content of such agreements a written contract or written confirmation by TÜV SÜD PS is authoritative, subject to proof to the contrary.

2 Contractual Performance

2.1 Unless otherwise agreed, the Services will be rendered in accordance with the statutory law applicable at the time of entry into force of the contract. TÜV SÜD PS shall be entitled to exercise its rights of withdrawal in determining the method or type of investigation or assessment, provided that no conflicting written agreements have been made or that no specific course of action is required by mandatory law. Unless otherwise explicitly agreed in text form, no responsibility shall be assumed for the correctness of the safety programs and safety regulations on which the tests and inspections have been based.

2.2 TÜV SÜD PS shall be entitled to make use of sub-contractors in the implementation of the order.

2.3 The scope of contractual activities to be performed by TÜV SÜD PS shall be defined in text form on placement of order. If any extension or other modification of the originally agreed order proves necessary within the context of due performance of the contract, they shall be additionally agreed in advance in writing. Text form. Articles 645 and 646a of the German Civil Code (BGB) shall not be affected thereby.

3 Deadlines, Default, Impossibility of Performance

3.1 Any delivery or completion periods stated by TÜV SÜD PS shall be binding only if this has been explicitly agreed upon in text form.

3.2 Should TÜV SÜD’s customer, in the case of delayed performance, grant a reasonable additional period within which performance is to take place and should TÜV SÜD PS fail to observe this new deadline or assert that performance is no longer possible, the customer shall have the right to withdraw from the contract and – if TÜV SÜD PS is at fault – claims damages in lieu of performance. Articles 281, 323 of the German Civil Code (BGB), shall remain unaffected hereby.

4 Warranty

4.1 Warranty by TÜV SÜD PS only covers Services with which it has been explicitly commissioned as per Section 2.1 or 2.3 Warranty regarding the proper condition and overall functioning of the plants to which the inspected or tested parts belong shall therefore be excluded. In particular, TÜV SÜD PS shall not assume any responsibility for the design, materials and construction of the examined plants unless these issues have been explicitly included in the contract. Even if the latter is the case, the warranty and the legal responsibility of the manufacturer shall be neither restricted nor assumed.

4.2 Any warranty given by TÜV SÜD PS shall initially be restricted to supplementary performance to be completed within a reasonable time limit. Should such supplementary performance fail, i.e. be impossible or unacceptable for the customer or be unjustifiably refused or delayed by TÜV SÜD, the customer shall be entitled, at its discretion, either to a reduction of the price or rescission of the contract.

4.3 Notwithstanding the sale and purchase of consumer goods and the consumer contracts which fall within the scope of Article 651 of the German Civil Code (BGB), any claims for supplementary performance, reduction of price or rescission of the contract, which are not subject to the limitation periods of Article 438 (1) No. 2 or Article 834a (1) No. 2 of the German Civil Code (BGB)), shall be time-barred after one year following the beginning of the statutory limitation period, unless TÜV SÜD PS has maliciously concealed the defect.

4.4 Any claims for repayment of expenses covered by Article 635 (2) of the German Civil Code (BGB), shall not be affected by this clause.