

§ 1 Scope of validity

1. These GTCs apply between DEKRA Automobil GmbH ("DEKRA") and its customers in so far as they have been integrated into a contract. No conflicting or deviating terms and conditions of the customer shall be applicable unless expressly confirmed by DEKRA in writing.

2. DEKRA provides its services exclusively for the customer. Third parties shall only be included in the scope of protection / performance in so far as this has expressly been agreed by contract.

§ 2 Duties of the customer

1. The customer shall provide DEKRA with all information and documentation regarding the object of the contract which is necessary for the execution of the assignment in full, in good time and free of charge. The customer shall hold the object for testing or examination available in a condition ready for testing and operation and easily accessible.

2. Prior to the execution of the contractual performance, the customer shall, unsolicited, draw attention to any previous damage, modifications, faults and other particularities of the object of contract of which it is aware which are relevant for the rendering of the performance.

3. The customer shall carry out all necessary preparatory activities on its own responsibility and free of charge; the necessary information will be provided upon request. Should any auxiliary personnel or auxiliary materials be necessary for the provision of contractual services (e.g. for the operation of machines, vehicles, lifting platforms and such like), these are to be provided and operated by the customer free of charge.

4. Should any delays arise / additional expenditure be incurred at an agreed appointment through circumstances falling within the sphere of risk / responsibility of the customer, DEKRA shall be entitled to reasonable compensation analogous to § 642 BGB [*Bürgerliches Gesetzbuch – German Civil Code*]. Should the customer cancel or postpone an appointment only two calendar days or less prior to the appointment, DEKRA shall be entitled to demand a lump sum of € 150.00 by way of compensation unless the parties respectively provide evidence of a higher or lower claim to compensation or damages.

§ 3 Duties of DEKRA

1. DEKRA shall perform the contractual services impartially, neutrally and in accordance with the generally recognised rules of technology applicable at the time of the order. It may delegate the services, either in whole or in part, to suitable sub-contractors.

2. Agreed time periods and dates for performance shall be extended if and in so far as the performance of the services is disturbed due to reasons for which DEKRA is not responsible.

§ 4 Secrecy; Data use /protection

1. In connection with the data obtained within the scope of the performance of the contract, DEKRA is permitted within the scope of the applicable legal provisions

- to process statistical data in anonymised form;
- to disclose data in accordance with the regulations of the accreditor;
- to use data within the scope of and for the protection of its own legitimate interests;
- to disclose data pursuant to obligations ordered by courts or official bodies.

2. DEKRA may make copies for its own files of the written documents provided to DEKRA for review or delivered to it for the purpose of the performance of the assignment.

3. DEKRA stores, processes and uses personal data of the customer for the purpose of the proper performance of the assignment. DEKRA warrants in this connection that it complies with the conditions stipulated in the Bundesdatenschutzgesetz (BDSG) [*Federal Data Protection Act*].

§ 5 Rights of use

1. The use of the DEKRA logo, of the brand name DEKRA and also any references to the existence of the contractual relationship with DEKRA in documents prepared or used by the customer, in particular in advertising and sales material, requires the prior written consent of DEKRA.

2. Should any results arise during the performance of the assignment (e.g. expert reports, test results, calculations), DEKRA, in so far as necessary for the purpose of the contract, grants the customer a simple, non-exclusive, non-assignable and non-sublicensable right of use of the same.

3. The customer may only use the complete results, not in extracts, and only for the contractually agreed purpose. The use of the results for advertising purposes and publications on the Internet require the prior written consent of DEKRA.

§ 6 Warranty

1. If the customer is an entrepreneur within the meaning of § 14 BGB, the warranty period ends one year after the commencement of the statutory period of limitation unless DEKRA has fraudulently concealed the defect.

2. Any performance by DEKRA capable of acceptance shall be deemed to be accepted at the latest with the unconditional payment of the final invoice. Part acceptances may be demanded for part performances complete in themselves. These acceptances shall be deemed to have taken place at the latest with the payment of the progress invoices covering such part performances. § 646 BGB [*Bürgerliches Gesetzbuch – German Civil Code*] remains unaffected hereby.

§ 7 Terms and conditions of payment

1. Unless agreed to the contrary, the remuneration is quoted net, plus the statutory value added tax in the respectively applicable amount.

2. The remuneration should be regulated in the offer or in the confirmation of order. If this is not the case, the DEKRA fee scale applicable at the time of the

conclusion of the contract shall apply, provided the customer is familiar or ought to be familiar with the same; otherwise, the usual remuneration is deemed to be agreed.

3. In the event of any changes and/or extensions to the stipulated scope of the assignment, or to any applicable standards / provisions in comparison to the point in time of the conclusion of the contract, the agreed remuneration will be adjusted correspondingly, having regard to the additional / reduced costs caused by the changes.

4. The right of set-off against non-synallagmatic (reciprocal) counterclaims is excluded unless these are undisputed or have been judicially decided and are final and legally binding. The same applies for any right of withholding by the customer in regard to the remuneration payable.

5. DEKRA shall be entitled to demand advance payments against the provision of security in a corresponding amount. Progress payments may be demanded for the part performances completed.

§ 8 Termination of the contract

1. The contract may be terminated in text form by either side at any time for good cause. DEKRA shall in particular be entitled to terminate the contract for good cause if

- the customer is in default with its duties of co-operation, or the execution is disturbed for a total of more than three months for reasons for which DEKRA is not responsible;
- the customer unlawfully attempts to falsify or influence the result of the assignment, or the result is used in inadmissible, e.g. misleading, manner by it or its business partners;
- insolvency proceedings are opened in relation to the assets of the customer, or such proceedings are refused on account of lack of assets;
- the customer fails to pay a due invoice within a reasonable period, notwithstanding the issue of a formal reminder.

2. In the event of termination of the contract by DEKRA for good cause, in the event of impossibility of performance resulting from the sphere of risk / responsibility of the customer or in the event of any voluntary termination by the customer, DEKRA shall retain its claim to remuneration for the performances rendered up until then. In regard to performances not yet rendered by DEKRA, it must deduct from the remuneration attributable to them the expenditure which it saves or maliciously neglects to save through the alternative deployment of its personnel. DEKRA shall be entitled to set the expenditure saved within the above meaning at a flat rate of 60%, unless the customer produces evidence of higher savings of expenditure.

3. In cases falling under § 8, para. 1, DEKRA may refuse to provide further services. Any rights of use which may already have been granted under § 5 shall end upon the termination becoming effective.

§ 9 Liability

1. DEKRA shall be liable without limitation in cases of damage arising from injury to life, limb or health, for claims under the Produkthaftungsgesetz [*Product Liability Act*] and for any guarantees given, as well as for any other damage resulting from a deliberate or grossly negligent breach of duty attributable to it.

2. In all other cases, DEKRA shall be liable as follows:

- Liability for slight negligence is excluded in so far as no duties have been breached, the fulfilment of which makes the proper performance of the contract possible in the first place and on compliance with which the customer is regularly entitled to rely;
- In all other respects, liability is restricted to € 500,000.00 per case of damage.

3. In so far as claims for damages against DEKRA are excluded or limited, this also applies in regard to the personal liability of DEKRA employees.

4. Claims for damages under § 9, para. 1, shall lapse by limitation in accordance with the statutory provisions. If the customer is a businessman within the meaning of § 14 BGB, claims for damages under § 9, para. 2 and para. 3, shall lapse by limitation one year after the commencement of the statutory limitation period.

5. Should any third parties be included in the scope of protection of the contractual performance, or should the DEKRA performances be used by the customer in dealings with third parties pursuant to the terms of the contract, the customer shall inform these third parties, prior to the use of the performance, of the above-mentioned limitation of liability and also of the exact scope of performance.

§ 10 Final provisions

1. The contract and also any amendments, supplements and ancillary agreements of any kind must be made at least in text form, except where a stricter form is prescribed by law. The requirement as to form also applies for any amendment to or revocation of this clause stipulating the requisite form.

2. The exclusive court venue for all disputes arising from or in connection with the contractual relationship shall be Stuttgart in so far as the conditions stipulated in § 38 ZPO [*Zivilprozessordnung – Code of Civil Procedure*] are fulfilled.

3. DEKRA will not participate in any dispute resolution proceedings before a consumer arbitration board.

4. The contractual relationship shall be governed exclusively by the substantive law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods and also of the norms governing referral to legal systems of other countries is excluded.

5. Should any provision of these Terms and Conditions of Business be or become ineffective, or should any gap in their provisions become apparent, the validity of the remaining provisions shall not be affected thereby. The customer and DEKRA undertake in such case to endeavour to achieve the intended purpose through the agreement of a substitute provision.