



GENERAL TERMS AND CONDITIONS

for in-house training

TÜV SÜD Energietechnik GmbH Baden-Württemberg

Hereinafter the contractual partner of TÜV SÜD Energietechnik GmbH Baden-Württemberg shall be referred to as the "Client" and TÜV SÜD Energietechnik GmbH Baden-Württemberg shall be referred to as "TÜV SÜD". The Client and TÜV SÜD together are referred to as the "Parties".

1 General Description, Scope of Application

1.1 These General Terms and Conditions apply in respect of carrying out in-house training courses or similar orders (hereinafter referred to as "Services").

1.2 TÜV SÜD mostly provides services to entrepreneurs (Section 14 of the German Civil Code – BGB), legal entities under public law or special funds under public law. Accordingly, these General Terms and Conditions (hereinafter referred to as "GTC") have been drafted principally for dealings with this group of persons and shall apply in respect of all business relationships of TÜV SÜD with such Clients. Notwithstanding the above, these GTC shall also apply to the business relations between TÜV SÜD and consumers (Section 13 of the German Civil Code – BGB). However, in such cases the GTC shall apply with the following provisions:

- The deadlines specified by TÜV SÜD are binding, contrary to Section 3.1.
- Section 6.5 shall not apply.
- Section 10.1 shall apply with the proviso that the registered office of TÜV SÜD shall be agreed as place of jurisdiction, where the Client's registered office, place of residence or place of usual abode is moved outside the remit of the Federal Republic of Germany, or where their registered office, place of residence or place of usual abode is unknown at the time a claim is filed.
- No. 10.2 shall not apply.
- TÜV SÜD does not participate in any alternative dispute resolution procedure before a consumer conciliation body.

Additional terms and conditions may apply to services offered via an online store of TÜV SÜD or another TÜV SÜD group undertaking.

1.3 The GTC shall apply exclusively. Any Terms and Conditions of the Client, which run contrary to these GTC, or which amend them, shall only become a part of the contract, where TÜV SÜD has explicitly consented to this. This consent requirement shall apply in all cases, including in situations where TÜV SÜD is aware of the Client's Terms and Conditions and provides services for the Client without reservation.

1.4 Individual agreements made with the Client in individual cases (including ancillary agreements, amendments or changes) take precedence over these GTC. The content of any such agreements shall be proven by way of a written contract, or, as the case may be the written confirmation of TÜV SÜD, subject to proof to the contrary.

2 Implementation

2.1 Unless otherwise agreed, services are provided in compliance with the regulations applicable at the time of conclusion of the contract. The object of the assignment is the agreed activity or another service contract. A specific success or a more precisely definable training result is not owed. TÜV SÜD is entitled to determine the method or type of in-house training itself at its own discretion, provided that no conflicting agreements have been agreed in text form or if mandatory regulations do not require a specific procedure.

2.2 TÜV SÜD is also entitled to use subcontractors for the performance of the contract. The Client is not entitled to the selection of a specific speaker/trainer.

2.3 The scope of TÜV SÜD's services will be determined in text form when the order is placed. If, during the proper execution of the order, there is a need to extend or otherwise amend the originally agreed order, these must be agreed in advance in addition and in text form. The right to terminate for good cause remains unaffected.

2.4 Unless otherwise agreed, the Services shall be rendered in compliance with the provisions applicable thereto at the date of the contract being entered into. The subject of the contract shall be the provision of the agreed Services offered. There is no guarantee of any particular, measurable success, or for any specific result of the course, nor is there any entitlement to such. TÜV SÜD shall be entitled to determine and decide on the method or the type of any in-house training as TÜV SÜD sees fit in its own reasonable discretion, provided that nothing to the contrary was agreed in textual form, and that there are no mandatory provisions that would demand that a particular approach be taken.

2.5 TÜV SÜD shall be entitled to make use of subcontractors to perform the contract. There is no entitlement of the Client to any particular lecturer/trainer.

2.6 The scope of the Services rendered by TÜV SÜD shall be stipulated in writing at the time the order is placed. In the event that it transpires that there is a demand for expanding or otherwise amend the Services while they are being performed, then any such changes must be additionally agreed in writing before any such changes take place. The right to terminate for good cause shall remain unaffected by this.

3 Deadlines, Delay, Force Majeure, Frustration

3.1 Any deadlines specified by TÜV SÜD are non-binding, unless their binding nature has been expressly agreed in text form.

3.2 Where Services are cancelled due to the speaker being ill there is no entitlement to have that Services performed. The contracting Parties shall agree an alternative date. Where Services are cancelled without an alternative date being provided, any payments made already shall be refunded. This shall not give rise to any further claims either by the Client, or the participants.

3.3 In the event that either party is unable to perform its obligations to the other party in whole or in part or not in a timely manner due to an unusual and unforeseeable event beyond the control of that party (force majeure event), the affected obligations of the party relying on the force majeure event shall be suspended for as long as the force majeure event and its consequences persists; any obligations of the other party to provide consideration during this time shall lapse. Claims of the other party, in particular claims for damages, shall not arise in this respect. The party invoking force majeure shall, however, be obliged to inform the other party without delay in textual form of the event, the suspended performance obligations and the expected duration of the suspension of the performance obligations. The same shall apply if, by observing a reasonable duty of care, the party invoking force majeure recognizes, whilst the performance obligations are suspended, that the notified probable duration of the suspension will change significantly. If the force majeure event lasts longer than six months from the first information to the other party, both parties shall be entitled to withdraw from the contract. The suspension of a payment obligation – except in scenarios prescribed by law or if such payment obligation represents a consideration within the meaning of sentence 1 – cannot be based on force majeure. Section 287 sentence 2 of the German Civil Code (liability for coincidence during default of the debtor) shall remain unaffected.

3.4 Where the Client grants TÜV SÜD a reasonable grace period after the Services have become due, and where TÜV SÜD fails to comply with this grace period, or where it has become impossible for TÜV SÜD to perform these Services, then the Client shall be entitled to rescind the contract and, where TÜV SÜD is at fault, to claim damages instead of the Services. Sections 281 and 323 of the German Civil Code – BGB shall remain unaffected.

4 Withdrawal, Postponement

4.1 Withdrawal

The Client may withdraw from an order. TÜV SÜD must be notified of the withdrawal in text form. If notice of withdrawal is received up to four weeks before the start of the services, the obligation to pay the price is waived, after which the full price will be charged.



4.2 Postponement

If the Client wishes to postpone the date, TÜV SÜD must be notified in text form. Postponement up to four weeks before the start of the services at the latest is free of charge. In the event of a postponement from four weeks before the start of the services, the Client will be charged the actual costs incurred by the postponement (e.g. trainer cancellation fee, hotel and travel costs) – regardless of the reason for the postponement requested by the Client.

4.3 Deadlines

With regard to meeting deadlines, the date of the postmark or the email that was sent to the contact named in the offer is decisive.

5 Obligations of the Client to Cooperate

The Client shall support TÜV SÜD in the performance of the Service as commissioned, to the extent required. In particular, the Client shall provide necessary information and materials in good time and free of charge and shall make available the requisite rooms and technological environments free of charge. The Client's obligation to cooperate shall form a material part of the contract.

6 Liability

6.1 Unless these GTC, including the following provisions, stipulate otherwise, the liability of TÜV SÜD shall be governed by the relevant statutory provisions.

6.2 Irrespective of the legal basis, TÜV SÜD shall be liable on the basis of fault-based liability in cases of intent or gross negligence. In cases of conduct that is merely negligent, and subject to more favourable, statutory provisions (e.g. for due care in one's own affairs), TÜV SÜD shall only be liable for (i) losses arising from death, personal injury or damage to health, or (ii) for losses arising from a significant breach of an essential contractual obligation (an obligation, the performance of which is essential in order to properly perform the contract, and the compliance with which the contractual partner can reasonably rely on); in the latter case, however, TÜV SÜD's liability is limited to those losses as were typically foreseeable at the time of entering into the contract.

6.3 The limitation on liability as per Section 6.2 shall also apply in cases where an obligation is breached by, or, as the case may be, in favour of persons whose actions TÜV SÜD is statutorily responsible for, or in cases where organs of the company, trainers or other employees of TÜV SÜD are personally liable, if applicable. It shall not apply where TÜV SÜD, or, as the case may be, the abovementioned person deceitfully failed to disclose a defect, or in cases of a specifically agreed quality guarantee, or in respect of claims as per the German Product Liability Act (ProdHaftG).

6.4 The Client must inform TÜV SÜD without delay and in writing of any potential claims for which TÜV SÜD is to be held liable.

6.5 Any claims to damages that are limited pursuant to this Section 5 shall become statute barred one year after the statutory period of limitation begins to run, unless they are subject to the limitation provisions stipulated in Section 438 (1)(2) or Section 634a (1)(2) of the German Civil Code [BGB].

7 Conditions for Remuneration and Payment

7.1 The invoice amount shall fall due for payment immediately upon invoicing, but in any event no later than the date specified, provided that no other agreement has been reached. Section 286 of the German Civil Code - BGB shall remain unaffected by this.

7.2 TÜV SÜD shall be entitled to demand reasonable advances and/or invoice for part-payments in respect of services rendered already. Invoices for part-payment do not need to be described as such. Receipt of an invoice shall not mean that this constitutes the full and final amount TÜV SÜD is charging in respect of that job.

7.3 Unless agreed otherwise, any travel expenses, travel times, disbursements and overnight expenses shall be additionally invoiced.

8 Export Controls and Embargoes

8.1 TÜV SÜD does not have the obligation to provide services in due time to the extent that and for as long as such provision of services would result in violations of export control and embargo restrictions. In such a case, TÜV SÜD agrees to notify the Client without undue delay in textual form (as defined in the German Civil Code, BGB) about the fact that services may not be provided (impediment to performance).

8.2 In the event that TÜV SÜD is prevented from timely provision of services because permits, licenses or other official procedures imposed by restrictions under export control and embargo law need to be obtained, the delivery and completion deadlines agreed by TÜV SÜD and the Client with binding effect shall be adequately extended by the duration of the delay caused thereby. In such a case, TÜV SÜD agrees to notify the Client without undue delay in textual form about the delay.

8.3 Where the impediment to performance pursuant to Section 8.1 or the delay pursuant to Section 8.2 lasts longer than six months beyond the date of initial notification of the Client by TÜV SÜD, either party has the right to rescind the contract (Rücktritt). In case of contracts for the performance of continuing obligations, either party has the right to terminate the contract (Kündigung) instead. The Client may not assert any additional claims based on Sections 8.1 and 8.2, including, but not limited to, claims for damages.

8.4 The Client has the obligation to observe the export control and embargo law restrictions, as applicable and in effect at the time, when making use of or passing on services provided by TÜV SÜD. The Client has the obligation to obtain any permits or licenses that may have to be obtained from the competent authorities, if and where necessary. In case of a violation of export control and embargo restrictions by the Client, TÜV SÜD has the right to rescind the contract. In case of contracts for the performance of continuing obligations, TÜV SÜD has the right to terminate the contract (Kündigung) instead.

8.5 To the extent requested to do so, the Client has the obligation to provide TÜV SÜD, without undue delay, with any and all information on the intended use, final recipient and end use of the services to be provided by TÜV SÜD, including, without limitation, the obligation to issue or provide what is referred to as end-user certificates (EUC).

8.6 The Client agrees to indemnify TÜV SÜD to the full extent against any and all claims that may be asserted against TÜV SÜD by authorities or other third parties on the grounds of intentional or negligent violations of export control and embargo restrictions by the Client and undertakes to indemnify TÜV SÜD for and against any and all losses sustained, damage suffered and expenses incurred as a result.

9 Confidentiality, Copyright, Data Protection

9.1 To the extent that documents or work materials, including in electronic form and including drafts, which are subject to copyright protection (hereinafter referred to as "works") are created in the course of the performance of the order, TÜV SÜD grants the client a non-exclusive, non-transferable and non-sublicensable right of use to the extent that this is required by the purpose of the contract. No further rights are granted or transferred. The client may only use works in their entirety and otherwise in unchanged form and only for the purpose of the contract. In particular, publication or reproduction requires the prior written consent of TÜV SÜD in each individual case.

9.2 If documents from third parties are used to carry out an order, the copyrights remain with them.

9.3 TÜV SÜD will not disclose and exploit any business and trade secrets that become known to TÜV SÜD in the course of carrying out the order outside of the execution of the order without authorisation.

9.4 TÜV SÜD processes the Client's personal data for the proper performance of the order and only for other permitted purposes. TÜV SÜD also uses automatic data processing systems for this purpose. TÜV SÜD complies with all applicable data protection requirements when processing data.



10 Place of Jurisdiction, Place of Performance, Applicable Law

- 10.1 The place of jurisdiction for either party asserting any claims shall be the place of the registered office of TÜV SÜD, provided that the prerequisites as per Section 38 of the German Code of Civil Procedure [Zivilprozessordnung] have been met.
- 10.2 The place of performance for all obligations arising from the contract shall be the place of the registered office of TÜV SÜD.
- 10.3 The contract and any legal relationship arising therefrom shall be governed exclusively by the laws of the Federal Republic of Germany and excluding the conflict of law provisions of international private law (IPR) and of the UN Convention on the International Sale of Goods (CISG).