



**1. Interpretation**

In these General Terms & Conditions, the following definitions apply:

“Appointment” means the contract between TÜV SÜD and the Client consisting of these General Terms and Conditions and the Proposal;

“Client” means the party for whom the Services are to be carried out, as identified in the Proposal;

“Force Majeure” shall mean any supervening event or circumstances beyond the reasonable control of TÜV SÜD which prevents or interrupts the performance of the Services;

“Price” means the price payable by the Client for the Services, as specified in the Proposal;

“Proposal” means the written proposal submitted by TÜV SÜD to the Client;

“Services” means the work to be carried out by TÜV SÜD, as detailed in the Proposal;

“TÜV SÜD” means TÜV SUD Limited a company incorporated in Scotland with company number SC215164 and having its registered office at Napier Building, Scottish, Enterprise Technology Park, East Kilbride, Glasgow, G75 0AF.

**2. Appointment**

- 2.1. The Appointment shall be constituted upon the Client’s written acceptance of the Proposal.
- 2.2. The Appointment shall comprise the terms of the Proposal and these General Terms & Conditions. No other terms and conditions shall apply unless specifically incorporated in the Proposal or otherwise expressly agreed in writing by both parties.
- 2.3. In the event of any conflict between the terms of the Proposal and these General Terms & Conditions, the terms of the Proposal shall prevail.

**3. Performance of the Services**

- 3.1. In performing the Services, TÜV SÜD shall exercise the reasonable skill, care and diligence to be expected of a suitably qualified professional experienced in providing services of a similar scale, scope and complexity as the Services.
- 3.2. TÜV SÜD shall complete the Services within the timescale specified in the Proposal. If no timescale is specified in the Proposal, TÜV SÜD shall complete the Services within a reasonable time. In the event TÜV SÜD’s performance of the Services is prevented or delayed by any act or omission of the Client or its customer, agents or contractors, or by Force Majeure, TÜV SÜD shall be entitled to a commensurate extension to the period for performance of the Services.
- 3.3. The Client shall provide TÜV SÜD with such information, support and cooperation as may be reasonably required to enable TÜV SÜD to perform the Services.

**4. Invoicing and Payment**

- 4.1. The Price shall be deemed to be exclusive of VAT, unless otherwise specified.
- 4.2. Upon completion of the Services, TÜV SÜD shall be entitled to issue an invoice to the Client for payment of the Price. If the Proposal provides for the Price to be payable in instalments, TÜV SÜD shall be entitled to issue invoices for payment of the Price in accordance with such provisions.
- 4.3. Invoices issued in accordance with this clause are due for payment within 30 days of the date of issue to the Client.

**5. Suspension**

- 5.1. The Client shall be entitled to suspend performance of the Services at its convenience upon 7 days’ written notice.
- 5.2. In the event the Client fails to make payment in full of any invoice in accordance with the provisions of clause 4.3, TÜV SÜD may give written notice of its intention to suspend performance of the Services. In the event payment of any such invoice is not made within 7 days of such notice, TÜV SÜD may immediately suspend further performance of the Services until payment is made.

**6. Termination**

- 6.1. The Client may terminate the Appointment for its convenience upon 7 days’ written notice to TÜV SÜD.
- 6.2. In the event any period of suspension under clause 5 exceeds 28 days, TÜV SÜD may terminate the Appointment with immediate effect.
- 6.3. In the event of either party being in substantial breach of its obligations under the Appointment and failing to remedy such breach within 28 days of receiving written notice to do so, the other party may immediately terminate the Appointment.
- 6.4. In the event of either party becoming or being declared insolvent or being subject to a petition for its winding up or bankruptcy, the other party may terminate the Appointment with immediate effect.
- 6.5. Following termination of the Appointment under clause 6, TÜV SÜD shall be entitled on a fair and reasonable basis to invoice the client for unbilled work carried out up to and including the date of termination together with any outlays and expenses reimbursable in accordance with the terms of the Appointment. Any such invoice shall be payable in accordance with clause 4.3.
- 6.6. Nothing in this clause shall affect any other rights or remedies available to either party under common law.

**7. Copyright**

- 7.1. Copyright in all reports, drawings, specifications and other documents produced by TÜV SÜD in performing the Services shall remain vested in TÜV SÜD.
- 7.2. The Client is entitled to utilise and copy any document provided by TÜV SÜD pursuant to clause 7.1 solely for purposes related to the performance of the Services.
- 7.3. The rights granted to the Client under clause 7.2 shall be suspended during any period of suspension under clause 5.2.

**8. General**

- 8.1. The Appointment constitutes the entire agreement between the parties. No prior discussions, negotiations, statements or representations (whether written or oral) shall be binding on the parties unless specifically incorporated in the Proposal.

- 8.2. If any provision of the Appointment shall be deemed illegal or unenforceable, such provision shall be deemed to be excluded and the enforceability of the remainder of the Appointment shall not be affected.
- 8.3. No amendment or variation of the Appointment shall have effect unless agreed between the parties in writing.
- 8.4. No failure, delay or omission by either party in exercising any right or remedy shall operate as a waiver of that right or remedy nor preclude or restrict any future exercise of that right or remedy.
- 8.5. By submitting a Proposal to the Client, TÜV SÜD warrants that it has not made or authorised, and will not make or authorise, any payment, reward or inducement intended to influence the Client's acceptance of the Proposal.

#### **9. Limitation of Liability**

- 9.1. The total liability of TÜV SÜD to the Client relating the Appointment, whether arising under contract, negligence, or otherwise at law, shall be limited to 200% of the Price.
- 9.2. TÜV SÜD shall have no liability to the Client for indirect damages or consequential loss.
- 9.3. Nothing in this clause shall limit the liability of TÜV SÜD for fraud or fraudulent misrepresentation or any grounds of action in respect of which liability cannot be limited by law.

#### **10. Export Control**

- 10.1. TÜV SÜD is not obliged to provide Services 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 circumstances, TÜV SÜD agrees to notify the Client, in writing, that Services may not be provided.
- 10.2. If TÜV SÜD is unable to provide Services on time due to the need to obtain permits, licenses, or other official authorisations imposed under export control and embargo regulations, any binding delivery or completion deadlines agreed upon with the Client shall be reasonably extended by the duration of the resulting delay. In such circumstances, TÜV SÜD shall notify the Client in writing of the delay.
- 10.3. If the obstruction to the performance of Services under clause 10.1 or the delay under clause 10.2 continues for more than six months from the date TÜV SÜD initially notifies the Client, either party may terminate this Appointment. The Client shall not be entitled to assert any further claims arising from clauses 10.1 or 10.2, including, but not limited to, claims for damages.
- 10.4. The Client is responsible for compliance with all applicable export control and embargo regulations in effect at the time of using or transferring any Services or deliverables provided by TÜV SÜD. The Client is solely responsible for obtaining any required permits or licenses required from the relevant authorities, where necessary. If the Client violates any export control or embargo regulations, TÜV SÜD reserves the right to terminate this Appointment.
- 10.5. Upon request, the Client shall provide TÜV SÜD with all necessary information regarding the intended use, final recipient, and end use of the Services or deliverables provided by TÜV SÜD. This includes, but is not limited to, the obligation to issue or supply end-user certificates ("EUC") as required.
- 10.6. The Client agrees to indemnify TÜV SÜD against any and all claims that may be brought 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.

#### **11. Governing Law**

- 11.1. The Appointment shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in respect of any dispute that arises under of in connection with the Appointment.