

GENERAL TERMS AND CONDITIONS for in-house and consulting contracts TÜV SÜD Akademie

Parties contracting with TÜV SÜD Akademie are referred to hereinafter as **Clients**. TÜV SÜD Akademie is referred to as the **Academy**. Clients and Academy are jointly referred to as the **Contracting Parties**.

1. Area of application

1.1 These General Terms and Conditions apply to the execution of consulting, in-house or similar contracts placed with the Academy. Alterations shall apply only insofar as they are agreed in writing. 1.2 Contracts shall be carried out exclusively in accordance with the following terms of business. Conflicting terms are hereby expressly repudiated, irrespective of which terms and conditions were most recently issued by date. Deviating agreements must be expressly confirmed in writing by the Academy. 1.3 Consultants / trainers deployed by the Academy shall in the course of their activities act exclusively on behalf of and in the name of the Academy. Supplementary, subsidiary or new orders placed with consultants on deployment shall be entered into exclusively via the Academy.

2. Fulfilment of the contract

2.1 The subject of the contract shall be the agreed activity or other performance, not a successful result. The Academy fulfils contracts in accordance with the recognized standards of science and technology and status of legislation at the time the order is placed. 2.2 The scope of the order will be defined in writing at the time it is placed. Alterations must be agreed prior to being carried out. The Client has the right prior to such an agreement to withdraw from the contract in the event that in consideration of the alteration it would be unreasonable for the Client to abide by the contract. Pursuant to § 649 of the German Civil Code (BGB), the Client must however pay the agreed or other reasonable remuneration. The Academy may subcontract parts of the order to third parties without the consent of the Client provided that the contractor is a TÜV Süd Group member company or it is ensured that the contractor meets the requirements of the Academy's quality management system. 2.3 Subsidiary agreements and other declarations by employees of the Academy or third parties commissioned by the Academy shall be binding only when expressly confirmed in writing. This likewise applies to any modification of this clause.

3. Times and deadlines

3.1 Times and time limits specified for the contract are without obligation unless it is agreed expressly and in writing that these shall be binding. 3.2 Should the Client allow a reasonable period of grace when the Academy is in default and should the Academy for reasons for which it is responsible allow this period to pass, or should the performance for reasons for which the Academy is responsible prove impossible, the Client shall be entitled to withdraw from the contract. Any more extensive claims are excluded. Compensation claims arising from non-fulfilment may be asserted by the Client only if the loss or damage is attributable to willful or gross negligence. 3.3 After an order has been placed and we have confirmed in writing, you may cancel up to two weeks prior to commencement of the event at no charge. If you cancel 2 weeks or less prior to the commencement of the seminar, 50% of the cost of the seminar will be payable as a cancellation fee. Seminars may be postponed at no charge up to 1 week prior to the date booked. Thereafter a 25% processing fee will be payable.

4. Client's obligation to cooperate

The Client shall support the Academy to the requisite extent in rendering the performances which are the subject of the contract. The Client shall in particular provide the necessary information and documents free of charge and in good time and make the necessary premises and technical facilities available. The obligations incumbent on the Client to cooperate are cardinal duties.

5. Warranty, liability

5.1 The warranty given by the Academy extends solely to the performances expressly commissioned pursuant to No. 2. 5.2 The warranty obligation shall be restricted to rectification of an error or defect, which shall include the absence of a warranted characteristic, within a reasonable period of time. Should the error or defect not be rectified, or should rectification not take place in good time or be poorly executed, the Client shall be entitled to a reduction in price. 5.3 Should an error or defect that does not constitute the absence of a warranted characteristic be attributable to circumstances for which the Academy is responsible, for loss or damage suffered by the Client as a result of minor negligence due to the infringement of non-essential contractual duties, the Academy shall be liable only as provided for by law and only up to an amount per contract of - EUR 500,000 for personal injury or damage to property - EUR 125,000 for financial loss. This shall likewise apply to claims for the reimbursement of expenses pursuant to § 635, Para. 2 and § 437, No. 3 of the German Civil Code (BGB). Liability for consequential damages such as for example profits lost or savings forfeit or other indirect damages is excluded. 5.4 The limits of liability as per Nos. 5.2 and 5.3 shall apply also in respect of personal liability on the part of employees of the Academy or third parties commissioned by the Academy.

6. Remuneration and terms of payment

6.1. Invoiced amounts are payable immediately upon invoicing; payments must be made no later than by the specified deadline. In case of late payment, default interest at 8 % p.a. above base rate will be charged on the outstanding amount for the period between the due date and the date of receipt. 6.2 Part-invoices may be issued. Part-invoices need not be described as such; the fact that an invoice has been received does not mean that the contract has been billed in full by the Academy. 6.3 Travel costs, travelling time, expenses and accommodation costs will be invoiced additionally as appropriate. All prices are plus value added tax at the statutory rate as from time to time amended.

7. Non-disclosure, copyright, data protection

7.1 The Academy may make file copies of written documents made available to the Academy for inspection or for the fulfillment of the contract. 7.2 The Academy undertakes not to disclose any facts of which it may acquire knowledge through the contract insofar as these concern the Client and the subject of the contract. 7.3 The Academy expressly reserves copyright to documents, results, calculations, etc. created by the Academy. Agreements concerning the transfer of rights of use and the issue of licenses will be reached for each individual contract. 7.4 The Academy is entitled to process data pertaining to the Client exclusively for its own purposes provided the provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz) are complied with. 7.5 Any use of the TÜV word and picture mark for advertising purposes in excess of the certificate granted or certification issued (for example on business cards) must be approved in writing by the Academy.

8. Miscellaneous

8.1 Should any individual terms be legally invalid, the remainder of these terms and conditions shall remain binding. The law of the Federal Republic of Germany shall exclusively apply to the exclusion of the UN Convention on the International Sale of Goods. 8.2 The place of fulfillment and jurisdiction for all liabilities and legal disputes arising from the contract shall be Munich.

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