

General Terms and Conditions (GTC)

for the performance of auditing and certification services by the certification body "TBBCert" of the F&E Technologiebroker Bremen GmbH (hereafter referred to as "Technologiebroker Bremen" or "Contractor").

1. Applicability, Legal Responsibility

The following GTC will become contract components if they are declared to be applicable in an offer or order confirmation by the Technologiebroker Bremen. Deviating terms by the client shall only apply if they were expressly accepted by the Technologiebroker Bremen in writing. Any agreements deviating from these GTC must be issued in writing to be effective.

TBBCert is the name of the certification body of the Technologiebroker Bremen. The Technologiebroker Bremen shall carry the legal responsibility for all activities of its certification body TBBCert.

2. Contract Conclusion and Implementation, Subcontracts, Service Contract Law

A contract will only be concluded after the client accepts our offer unconditionally or he receives a written order confirmation from us. The offer will describe the specific purpose of the service and the content and scope of the work to be performed. If an order confirmation differs from an offer, these differences will only be agreed to following express written confirmation.

The processing period depends on the preparation of the certification by the Principal's certification body and the results of the certification. The Contractor is therefore unable to make binding statements about the processing period. If the Contractor recognizes that the intended processing period is obviously too short for reasons within the Contractor's control, the Contractor will inform the Principal about this in writing and offer suggestions for changes to the processing period to which both can agree.

The following documents shall be considered binding contract components for certification services:

- The certification process of the respective certification activities according to the current documents
- Association mark registration according to the current documents

These documents can be viewed on the website www.tbbcert.de and requested from the certification body TBBCert.

If cooperation by the Principal is required for the performance of our service, he must provide this in time and at his expense. Expenses will only be reimbursed if this was agreed to expressly.

The Technologiebroker Bremen reserves the right to pass on activities related to the certification process to contractually bound external bodies or employees.

The Technologiebroker Bremen must perform his activities according to the specifications of the respective contract, but is not responsible for achieving a certain aim or success, especially the actual obtainment of a certificate (service contract). Services will be considered to have been completed after the Contractor acted on behalf of the Principal to the contractually agreed extent.

3. Certification Process

By concluding a contract, the Principal agrees to accept the terms of the respective certification process. All certification processes can be viewed in their current form under www.tbbcert.de and can be requested from the certification body TBBCert.

4. Certification Mark Use

Use of the TBBCert logo and lettering is regulated by the respectively valid association mark registration and is a fixed component of the contractual relationship. The current association mark registration can be found under www.tbbcert.de and can be requested from the certification body TBBCert.

5. Remuneration

Remuneration for certification services will be made according to the terms described in the offer. Prices stated by us are without VAT. If applicable, VAT will be charged separately.

We shall be bound to the prices in our offers for a period of 3 months. This period begins when the offer is submitted and ends when a contract is concluded in accordance with Number 2.

The Contractor must notify the Principal without delay if it becomes foreseeable that the costs for order implementation will exceed the agreed remuneration by more than 10% or if the desired results will not be achieved. The Contractor will make suggestions for how to proceed further. Number 12 shall apply in case of contract termination.

Travel expense reimbursement:

If performance of a service requires traveling, travel costs cannot be stated exactly during the offer phase. This is because travel means (e.g., flights) can only be booked after an order is awarded and prices may be subject to fluctuations. Unless travel costs (means of transportation, lodging and traveling time expenditures) are bindingly included in the offer, the terms stated in the offer for determining and invoicing these costs shall be considered bindingly agreed.

6. Payment Terms, Delay, Offsetting, Right of Retention

Payment will be made under the terms agreed to in the offer. Apart from that, our invoices do not include discount deductions and follow the agreed payment plan. All other invoices must be paid onto the account of the Technologiebroker Bremen communicated to the Principal by stating the order number within 2 weeks of receiving the invoice. We reserve the right to demand appropriate down and advance payments. These will become due according to the agreed payment plan.

In case of payment delays, the Principal as an entrepreneur must pay default interest of 9 percentage points above the base rate upon the payments becoming due, unless we demonstrate that greater damages occurred. Otherwise, Section 288 of the German Civil Code (Bürgerliches Gesetzbuch) shall apply. We may also charge EUR 5 for each notice of outstanding payments sent.

Offsetting claims of the Technologiebroker Bremen is only permitted if counterclaims are undisputed, recognized by us or have been legally established.

The Technologiebroker Bremen may retain the issuing of the certificate or permission for its use until the certification process is complete and all payments have been received.

7. Guarantees, Defect Notice Requirement

The Contractor guarantees that the care required for the work will be applied and that recognized rules (e.g., certification processes and the accreditation basis) will be adhered to, but not that a certificate will be issued. If the final results of the certification process are not exclusively in the Contractor's sphere of influence, no guarantee can be provided for the results, unless we expressly assured this in writing. Should we nonetheless have performed an insufficient service, the Principal must provide us with at least 2 opportunities for rectification within an appropriate period, unless it is intolerable in individual cases or if special circumstances exist that justify immediate withdrawal by the Principal in the interest of both sides.

The Principal must review the work results without delay upon receipt and report any defects to the Technologiebroker Bremen in writing, at the latest after 10 business days. Asserting defect claims thereafter is excluded.

Further guarantee rights, especially for changes, reductions or damage claims (subject to Number 8) are excluded as far as legally permissible.

8. Liability

Liability of the Technologiebroker Bremen, its legal representatives and its vicarious agents for damages resulting from contract violations or offenses shall be limited to intent, gross negligence and missing characteristics that were promised. We shall be liable for damages resulting from violations of essential contract duties, i.e., duties for which non-compliance threatens the contractual purpose, also in case of simple negligence, but limited to reasonably foreseeable damages typical to this kind of contract. This liability exclusion shall not apply to culpable injuries to life, the body or one's health.

9. Retention of Rights or Title

The Principal will only acquire the ownership or usage rights to the results after the agreed remuneration has been paid in full. Ownership or usage rights may neither be pledged nor provided as a security. If ownership or the rights of the Technologiebroker Bremen to the results expire according to the regulations on combination, it shall already be hereby agreed that the ownership/rights of the Principal to the resulting output shall be transferred to the Technologiebroker Bremen in proportion to its value (invoice value). In case of a resale, the Principal must assign all rights from the resale or transfer them to the Technologiebroker Bremen with effect in rem.

10. Confidentiality, Copyright

The Contractor and the Principal may not provide information received from each other and declared as secret or which must be kept secret by its nature to third parties during and after the contractual relationship. This shall not apply to information that is generally available or whose confidential treatment was waived by the Contractor or Principal in writing. To implement the order, data on the Principal will be collected, stored and, if necessary, transferred to third parties. Such transfers will only be made if required for implementing the order. The client hereby agrees to this.

The Technologiebroker Bremen shall expressly retain the copyrights to any work it produces.

11. Publication, Advertisement

As part of the certification process and the association mark registration, the Principal may publish his certificate in full.

Use of the conformity mark is permitted while the certificate is valid in consideration of the certification process on which it is based and the association mark registration. Any deviations require the approval of the Contractor.

12. Termination

The Principal may terminate the contract at any time until the services have been provided in full. In such cases, he must pay the agreed remuneration as required by Section 649 of the German Civil Code. However, we will offset the expenses we saved by the suspension of the order or what we acquired or maliciously failed to acquire through other use of our manpower.

If the Principal does not fulfil his cooperation obligations entirely, on time or properly, we may suspend the certification process, withdraw from the contract and invoice the expenses we incurred after we unsuccessfully provided the Principal with an appropriate period to fulfil the cooperation duties he owed. Further legal claims shall remain expressly reserved. In case of unforeseeable circumstances for which we are not responsible (e.g., labour disputes, operational disruptions, transportation hindrances, official measures, etc.), we may also withdraw from the contract in whole or in part or delay the service for the duration of the impediment. We will notify the client of this without delay and refund any advance payments, etc. made should we withdraw from the contract. Further damage claims are excluded.

Termination of the certification contract by the certificate holder after all services have been performed while the certificate is valid requires the approval of the certification body. In this case, the certification contract and the certificate of conformity will expire on the mutually agreed end date. Use of the conformity marks and certificates is no longer permitted after the contract expires. Apart from that, the regulations of the documents in Number 2 shall apply.

13. Written Form Requirement, Other

Side agreements, changes and additions to the order/contract or these GTC must be issued in writing. This also applies to the revocation of this written form requirement. The written form requirement can also be met electronically if the contract was also concluded this way and if both contract parties agree to this.

14. Severability Clause

If a regulation of these GTC is legally declared to be invalid, it shall be considered to have been replaced by a regulation that most closely approximates the aim of the invalid regulation economically and that is in the interest of the participating parties. Invalidity of individual regulations of these GTC does not affect the validity of the remaining regulations.

15. Other

The place of fulfilment and the sole place of jurisdiction for services by the Technologiebroker Bremen to clients who are merchants, legal persons under public law or special funds under public law shall be Bremen. The place of fulfilment for payments by the Principal shall be Bremen.

The law of the Federal Republic of Germany shall apply.

As of: 1 April 2017