DVS ZERT GmbH
Aachener Straße 172
40223 Düsseldorf
Germany

General Terms and Conditions

for the implementation of certification processes for management systems and/or products

1 Subject-Related and Time-Related Scope of Validity, Contract Language

These General Terms and Conditions are valid for the execution of certification procedures by DVS ZERT, and are deemed as accepted by the customer on placing the order unless otherwise agreed in writing or prescribed as compulsory by law. All of the relevant contractual questions must be exclusively agreed upon with the head office of DVS ZERT.

These General Terms and Conditions are valid as from November 1, 2026, and will replace the previous regulations. The contract language is German and/or English.

2 Subject of the Order

The subject of the order placed is the execution of the certification procedure specified; the certificate, issued if the result is positive, states that the management system of the customer complies with the requirements stipulated in the standard or standards upon which the certification is based. The contract covers all of the branches and/or production sites of the customer included in the certificate in the case of a positive result.

The customer may not derive any additional assurances on quality from the certificate issued unless the parties have agreed in writing on additional services at the time that the order was placed.

The customer declares that the service ordered shall be rendered for the company of the customer.

3 Obligations of DVS ZERT

3.1 Confidentiality and Data Protection

General
In the course of the initiation, conclusion, carrying out and unravelling of a certification procedure we will collect, process and use data within the scope of the legal provisions.
In so far as commercial and tax law retention periods are to be observed, the duration of storage for specific data may extended to 10 years, even longer upon expiry of the validity of the related certificates.
Certification
DVS ZERT commits itself to treat all information of the client to which it becomes aware of during the course of the certification procedure, in a confidential manner to the extent that this information is expressly indicated as confidential by the client in writing.
The certification board processes all order-related data electronically and can make them accessible to the accreditation office or notifying bodies on request. In addition, the certifying body receives the right to publish the certificates issued or their contents in paper or electronically. In the case of withdrawal of certification the certifying body reserves the right to publish the withdrawn certificates.
If personal information is required to be included in certificates (e.g. appointed welding coordinators in welding certificates), the aforementioned agreement also applies to these cases.
Third Parties
DVS ZERT assures that your personal information shall not be forwarded to third parties, unless DVS ZERT is obliged by law to do so or you have given prior express approval to do so. Furthermore, DVS ZERT shall only forward your data/payment details to the bank assigned with the processing of payments.
To the extent that DVS ZERT makes use of the services of third parties for the implementation and undertaking of processing procedures, the terms of the data protection laws shall be observed.
Information / Deletion / Blocking
On request, you can receive free information regarding all of the personal information that DVS ZERT has saved concerning you. Should you no longer agree to the saving of your personal information, or if this has become incorrect, on being instructed to do so, DVS ZERT shall arrange for the deletion, amendment or blocking of your data in accordance with the legal provisions. In the case of questions concerning the collection, processing or use of your personal information, for information, amendment, blocking or deletion of data, please contact: DVS ZERT GmbH (info@dvs-zert.de)

3.2 Liability

Claims made by the customer, particularly on the compensation for damages that have not occurred directly by the certification itself, shall be excluded. This exclusion of liability shall not apply for intent or gross negligence of DVS ZERT or its contracted auditors/experts nor for culpable breach of essential contractual obligations.

Liability of DVS ZERT shall extend according to amount to the contractual and foreseeable damages, but shall be limited to a maximum amount of ten times of the agreed certification fee. The certificate shall not justify any rights directly to DVS ZERT,

3.3 Warranty

In the case of a deficient service rendered by DVS ZERT, the customer shall grant DVS ZERT a reasonable period for corrective action. If the certification body should fail to rectify the deficiency, the customer shall be entitled to reject the continued rendering of the service and withdraw from the contract, or demand a deduction from the agreed remuneration after prior written notice.

3.4 Limitation, Suspension or Revocation of Accreditation or Notification

In the event of the scope of accreditation of DVS ZERT being limited, suspended or the accreditation wholly or partially revoked, DVS ZERT shall inform the customer concerned of this within 30 days of limitation, suspension or revocation. If no other terms are able to be agreed with the customer, the customer concerned shall be issued certificates with the same content, but without reference to accreditation. The certification procedures concerned shall be continued until their regular conclusion. If certificates that are subject to notification are concerned, these shall be revoked by DVS ZERT where no other agreement is reached with the customer (e.g. handover to another certification body).

4 Obligations of the Customer

4.1 Collaborative Actions

The customer shall take all collaboration actions demanded by DVS ZERT within the required period; in particular the timely submission of the requested documentation or the submission of copies of objective evidence.

In cases of infringements of this obligation, DVS ZERT may proceed according to § 642 and § 643 of the German Civil Code (BGB).

The customer is obliged to inform the certification body immediately if a serious incident occurs or a violation of the regulations that requires the competent supervisory authority to be involved (applies to certifications according to ISO 45001).

4.2 Invoice Settlement

Unless expressly stipulated otherwise in the contract, the customer shall accept the fees according to the schedule of fees in the corresponding version applicable or according to the offer. The customer shall pay the invoiced amounts by the due date (14 days after receipt of the invoice without deduction). DVS ZERT may charge interest on arrears amounting to 6.0 % above the corresponding base interest rate at the ECB for delayed payment. DVS ZERT shall be entitled to demand the settlement of previous invoices before performing further auditing activities. DVS ZERT shall be entitled to withhold any documents or certificates issued until all the claims have been settled.

Cost overruns up to 20 % on the amounts specified are permissible, and will not be separately declared by DVS ZERT. Cost overruns of more than 20 % shall be declared by DVS ZERT in good time for DVS ZERT to obtain the customer's consent.

The customer also agrees that DVS ZERT may check the customer's credit rating in justified cases and, for this purpose, may make inquiries at CREDITREFORM or any other comparable, internationally active creditor protection organisation.

DVS ZERT may demand appropriate security in the form of an interest-yielding bond or a guarantee issued by a financial institution resident in the EU before performing the certification audit.

DVS ZERT may, without obligation, make use of a security provided by the customer at any time in order to satisfy unsettled demands from the contractual relationship. If DVS ZERT makes use of a security bond, the customer shall replenish the security bond up to the original amount in so far as the contractual relationship has not yet reached its conclusion.

Once the certification contract has been terminated or fulfilled, DVS ZERT shall release the security as soon as the customer has settled all demands made by DVS ZERT.

Once the contract has been concluded, DVS ZERT shall be entitled to demand appropriate security if it is known that the customer is in arrears with obligations from other existing or earlier contractual relationships, if there are any justified doubts as to the customer's creditworthiness on the basis of information from a creditor protection organisation and the assertion of claims is likely to involve severe difficulty, or if there are any comparable cases that would justify the demand for a security bond.

4.3 Preservation of Impartiality

The customer shall refrain from any conceivable actions that may undermine the impartiality of DVS ZERT.

4.4 Prohibition of Transfer

The customer may not transfer rights and obligations arising from the certification contract concluded with DVS ZERT to any third party.

5 Certification Procedure

5.1 Preparation

The procedure shall begin when the customer fills in the application form. DVS ZERT shall draw up an offer and conduct any preparatory discussions as may be necessary on the basis of the application form. After placing the order, the customer shall receive a written order confirmation from DVS ZERT.

5.2 Appointment of Auditors/Experts

DVS ZERT shall only appoint qualified auditors. Prior to confirmation of the audit date, the customer shall have the right to reject the commissioned auditor/expert with appropriate justification. In justified cases, e.g. if impartiality is jeopardized, DVS ZERT shall appoint a replacement for the rejected auditors/experts. Otherwise, the right of rejection shall be forfeited.

The customer shall grant access to its premises to the auditors from DVS ZERT and the accreditation body in question after arranging an audit appointment.

DVS ZERT shall obtain permission from the customer before involving additional parties in the audit (such as: trainees, interpreters).

5.3 Document Review

The contractor shall request documentation (manual, procedural and work instructions etc.). The customer shall send the documentation to the audit team appointed by DVS ZERT after approving the team members. DVS ZERT shall prepare a documentation review report and pass this on to the customer.

5.4 Certification Audit

The audit shall be performed in the company once an appointment has been arranged. Particular attention shall be paid to applying the documentation's stipulations in operational procedures. Results of the audit shall be discussed with the management and management representative of the customer at the final debriefing. Any deviations that may exist shall be taken down individually in non-compliance reports and signed by the leading auditor and the management representative. The customer shall receive a final report from DVS ZERT.

5.5 DVS ZERT Certificate

DVS ZERT shall stipulate the scope of validity of the certification.

Non-compliance with conditions required for issuing a certificate shall be rectified within an agreed period, but no more than 180 days after the audit. If necessary, DVS ZERT shall perform a follow-up audit, which will be used in the decision as to whether to issue a certificate to the customer or not.

The certificate shall maintain its validity subject to a favourable result in monitoring audits.

DVS ZERT shall keep a list of all certified customers (name; address; subsidiaries, if any; scope of application; standard) which shall be published regularly. The customer will issue its approval on being included in the list by placing the order.

Issuing the certificate shall not release the contractor from the responsibility for complying with the relevant legal and miscellaneous normative regulations.

The use of DVS ZERT certificates for advertising and / or other purposes is governed by the corporate brand guidelines T1, A4 in its currently valid version.

5.6 Suspension, Restoration (after suspension), Withdrawal, Restriction, Renunciation, Refusal and Extension of Certificates

Suspension

DVS ZERT may suspend the issued certificate for a limited time if the customer is proven to have infringed its contractual or financial obligations, particularly if:

it is proven that corrective measures were not taken effectively within the agreed periods;

the audit schedules suggested by DVS ZERT preserve the certification have not been adhered to, thus resulting in time periods exceeded;

DVS ZERT has not been informed in time on planned amendments to the management system that influence compliance with the regulations that the evaluation was based on.

DVS ZERT shall first announce any possible suspension in writing. If the reasons for the suspension are not eliminated within two weeks, DVS ZERT shall inform the customer in writing about the suspension of the certification. The suspension of the certification shall apply for a limited period (usually up to 180 days). The suspension will be withdrawn once the customer provides documentation that the actions demanded have been implemented effectively.

Restoration (after suspension)

If the client demonstrably remedies the causes that led to the suspension of the certificate after the certificate has been suspended, the certification body can restore the certificate in question.

Withdrawal

DVS ZERT shall be entitled to withdraw certificates after due notification if the period for the suspension of the certification has expired, the management system cannot be ensured to comply with the regulations that it is based on, the conditions satisfying the issuing of the certificate are no longer fulfilled or the customer is not willing to correct any deviations, or the customer has effectively terminated the contractual relationship with DVS ZERT

Restriction

DVS ZERT shall be entitled to restrict certificates if it emerges that the conditions on which the certificate has been issued are not completely fulfilled, but the certificate still maintains validity within a limited scope.

Renunciation

The customer shall be entitled to return the certificate and cancel the certification agreement with DVS ZERT if all financial matters according 4.2 have been satisfied.

Refusal

DVS ZERT shall be entitled to refuse a certification if the deviations are not corrected within an agreed period (see 5.6). The customer shall be informed in writing about the reasons having caused the refusal.

Extension

If the customer requests to extend a certificate, an audit on site is generally required. If no deviations are found during this audit, the extended certificate (new index of revision) shall be issued. The periods of validity of the certificate and required monitoring, if necessary, shall be not be affected.

5.7 Monitoring

Annual monitoring shall be deemed necessary, unless agreed otherwise in the underlying standards or regulations.

5.8 Recertification Audit

Recertification will be necessary to maintain the validity of a certificate after expiry. The recertification audit should always be carried out three months before expiry in order to ensure an uninterrupted certification. Recertification requires an explicit follow-up order by the customer.

5.9 Disruption of the procedure

The customer shall ensure that the certification procedure takes place without any disruptions according to the stipulations of DVS ZERT. The customer shall allow DVS ZERT to perform the necessary work at the stated times and locations with the necessary personnel if DVS ZERT should make any specific suggestions. If the customer cannot ensure a disruption-free certification process, DVS ZERT may interrupt the certification procedure, and terminate the process if such disruption should continue after issuing a written warning to the customer at the time of the first disruption. The customer shall reimburse DVS ZERT for any additional costs caused by avoidable and foreseeable disruptions. If the certification procedure is terminated, DVS ZERT may demand the agreed remuneration but shall allow for a deduction of whatever expenses it has saved as a result of the termination of the contract or costs that DVS ZERT has recovered or culpably failed to recover. DVS ZERT may at its own discretion estimate the amount of remuneration due as a lump sum amounting to 30 % of the agreed remuneration without providing documentation.

5.10 Retention of documents of the client

Irrespective of the regulations in 3.1, the documents handed over for auditing shall in principle remain with DVS ZERT. This also includes copies handed over by the client for objective evidence.

5.11 Rights and Obligations of Certificate Holders

The certificate holder shall observe the trademark statutes of DVS ZERT, and only use the service symbol and the certificate of DVS ZERT in the way described there.

The certificate holder shall notify DVS ZERT of any relevant alterations in its operational procedures and its management system without delay. These are, for example, changes regarding:

- the legal, commercial, organizational status or ownership;
- organization and management (e.g. key managerial, decisionmaking or technical staff);
- contact address and sites;
- scope of operations under the certified management system;
- emajor changes to the management system and processes.

DVS ZERT may perform an audit for a particular reason (if necessary, even at short notice). In this type of audit the customer is not entitled to reject the auditor/s. The certificate holder shall adapt its management system to any new conditions after an appropriate transitional period in response to revisions published affecting the standards that form the basis for certification.

The certificate holder is responsible for the consistent fulfilment of the certification requirements with regard to his intended results and the conformity of the product, service or management system.

The issuance of a certificate does not release the certificate holder from his legal obligations.

The certificate holder shall maintain records of all complaints addressed to the certificate holder regarding product, a service or management system compliance with the requirements of the standard concerned, and submit such records on request. The certificate holder shall take and document the appropriate action in response to these complaints together with any other deficiencies found in products or services that affect compliance with the certification requirements.

5.12 Amendment to the Certification Rules

DVS ZERT shall without delay inform the customer of any amendments to the relevant certification rules occurring during the period of validity of the certification. The parties may agree on the time the new certification rules as set by the accreditation body will be applied to the order during an ongoing certification process. However, these new regulations must be taken into consideration at the next scheduled monitoring or in follow-up orders at the latest.

6 Written Form

No additional verbal agreements have been concluded. Contracts, agreements, and alterations and amendments shall require the written form.

7 Complaint / objection / requests for information

The customer and third parties have the right to claim and object. These claims or objections shall be submitted to the certifying body. Complaints and objections are handled in accordance with the regulations of the certifying body. Our "Complaints and Appeals" procedure is outlined on our website, www.dvs-zert.de, under Downloads.

Information requests can always be directed to us via our website www.dvs-zert.de (button „Contact“).

8 Severability

Any provision in these General Terms and Conditions or other agreement that should prove invalid or unenforceable now or in the future shall not affect the effectiveness of any other provisions or agreements.

Any such provision shall be replaced by provisions that come closest to the business interests of both parties.

9 Termination

Either party shall have the right to terminate the agreement for cause at a month’s notice ending at the end of the calendar month.

9.1 Cause

In particular, the following is regarded as cause for DVS ZERT:

Absence of agreed collaboration actions from the customer and non-achievement of significant progress with regard to reaching a final result.

Non-payment or delayed payment of advances or non-compliance with agreed payment deadlines by the customer.

9.2 Order Completion

After effective notice of termination, DVS ZERT shall submit the result achieved up to the time of the notice of termination to the customer within a period to be agreed upon then. The customer shall remunerate DVS ZERT for partial services rendered and expenses incurred at termination. § 649 of the German Civil Code (BGB) shall otherwise apply unless DVS ZERT is at fault for termination. Each party shall then immediately return any property and rights made temporarily available to the other party for the purpose of fulfilling the contract. This shall also apply to repayment of amounts of money paid in advance to DVS ZERT if this should exceed the remuneration claims accumulated at termination. Any further claims on the part of the customer shall be excluded.

10 Legal and Court Jurisdiction, Place of Performance

10.1 Legal Jurisdiction

The laws of the Federal Republic of Germany shall apply to these General Terms and Conditions and any other legal relationships between DVS ZERT and the customer.

10.2 Place of Performance

The place of performance for services rendered by DVS ZERT shall be the registered office of the customer, or otherwise the location where the audit procedure has been performed.

10.3 Place of Jurisdiction

The place of jurisdiction for any disputes resulting directly or indirectly from the business relationships, especially within the framework of cross-border services, is the location of the head office of DVS ZERT in Düsseldorf (Art. 23, Para. 1 and 2 of the EuCJC regulation, EC No. 44/2001 dated December 22, 2000, of the Council concerning the jurisdiction of courts and the recognition and enforcement of judgements in civil and commercial matters, in force since March 1, 2002).

This agreement relating to the place of jurisdiction shall also apply to cases where the customer does not have any general place of jurisdiction within the domestic jurisdiction of the Federal Republic of Germany.

Furthermore, DVS ZERT shall also be entitled to bring the matter to a competent court with local jurisdiction for the registered office of the customer or upon any other court with jurisdiction according to the EuCJC regulation.