

General ordering conditions

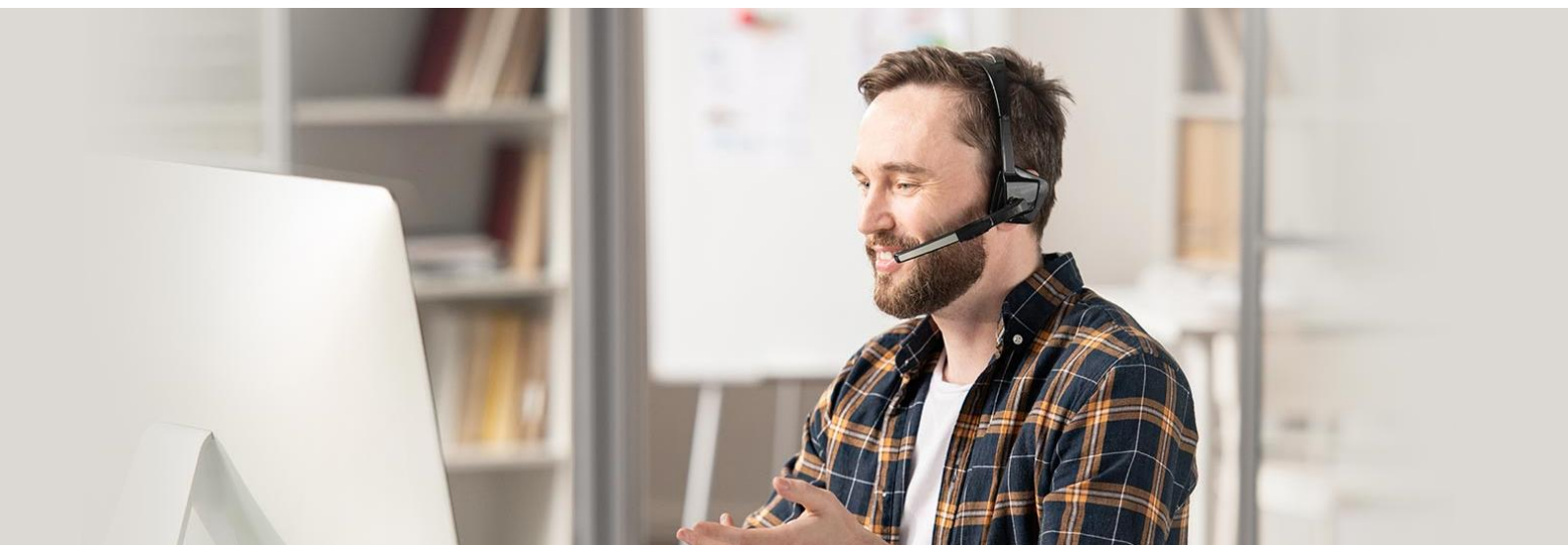
- Workshop -

Online Workshop

Evaluation & certification according to DIN EN 50518 based on the TÜViT criteria catalog TSA.EN50518

Date: August 2020





Cooperation of Customer

TÜViT will perform the services mainly by itself but in coordination and with the customer. For the performance of the workshop the following support is mandatory:

- The customer names TÜViT one collaborator as a permanent contact person for all technical and organisational questions for the duration of the project.
- The customer provides insights to relevant documents or plans during the Workshop to the involved TÜViT employee.
- The customer grants access to relevant parts according to the infrastructure of the building to the involved TÜViT employee.
- The client must meet the requirements for the online workshop with regard to the correct hardware and software. A laptop or tablet with a stable Internet connection, a webcam, a headset and a conference tool, such as Skype for Business or Webex, are required.

No expenses will occur to TÜViT by the aforementioned responsibilities of the customer.

Location of activities and time schedule

The workshop will be held as a web conference (required: webcam, microphone, conference tool such as Microsoft Teams, WiFi, reliable connection).

The date of performance will be agreed after the placement of an order and will take two sessions (up to 4 hours). The starting time and agenda will be agreed upon with the customer.

Confidentiality

The certification body takes over the provided documents and keeps them in its archives at the end of the assessment.

All results from the assessment process documented in the assessment report are owned by the customer. For passing on documents contributed by TÜViT to third parties the written approval of TÜViT must be given in advance. The approval may be denied for justified reasons.

All objects and documents staying with TÜViT are subject to confidentiality and shall not be disclosed to any third-party. The obligation of all collaborators of TÜViT to maintain confidentiality is settled in their work contracts. In addition, all rules and regulations concerning confidentiality, which are resulting from the accreditation of the certification body to ISO/IEC 17065, will be applied.

Over and above that, dedicated confidentiality agreements may be arranged.

Terms of payment

The overall sum will be invoiced after the performance of the workshop. The invoice is payable after receipt and without deduction by transfer to the account indicated therein.

Warranty

TÜViT shall meet its contractual obligations diligently and to the best knowledge, based on the information and supporting documents which the customer placed at the disposal of TÜViT. A review of these delivered documents shall be affected only, if they are obviously incorrect and incomplete, unless the objectives and specific activities within this tender explicitly requires such review.

Deliveries and services of TÜViT shall be affected according to the commonly accepted technical rules and in compliance with statutory and official regulations. TÜViT shall not assume responsibility for the correctness of forecasts/prognosis's given in connection with deliveries and services of TÜViT, unless such forecasts/prognosis's are a principal obligation under this tender.

TÜViT shall fulfil its obligations under the statutory warranty at option of TÜViT by remedying defects/faults free of charge or by renewed performance. If and when efforts of TÜViT should fail repeatedly, the customer shall be entitled at its option to revoke the contract or to demand a refund of such portion of the remuneration which is appropriate under the circumstances. Further warranty claims including warranty claims for damages shall be excluded.

Liability

In connection with this contract, the liability of TÜV iT for damages caused by negligence shall be limited to EUR 500,000.00 (Euro five-hundred-thousand) regardless of the legal basis. However, TÜV iT shall be liable without limitation in case of wilful causing of the damage. The assertion/claiming of damages shall be excluded after expiry of a 12-months-period from the date of delivery. This limitation of liability shall apply equally with respect to the employees, senior executives and company/executive organs of TÜV iT.

For the avoidance of doubt we would like to emphasise that we bear no responsibility and no liability whether legally or morally to address, make aware or point out any aspects which our personnel randomly realise beyond the actual agreed scope of work.

If our personnel shares any view on such aspects, these views can only be understood as a very general and generic thought to address possible items which might require attention. Under no circumstances can such shared thoughts been understood or interpreted as a professional assessment, analysis or advice. The obligation and liability for the assessment of the situation and the implementation of specific actions and measure remain solely with the Client. Our liability irrespective the legal nature is excluded to the extent permitted by law.

TÜV iT may in its sole discretion postpone, suspend, cancel or terminate any activities if in the opinion of TÜV iT such situation may cause a risk to the health or well-being of TÜV iT's personnel, subcontractors or suppliers in view of the potential epidemic threats such as but not limited to Covid-19, etc. For the avoidance of doubt, TÜV iT shall bear – irrespective of the legal basis - no liability whether directly nor indirectly vis-à-vis the client including but not limited to penalties, liquidated damages, loss of profit, etc. in case of such postponement, cancellation or termination.

We are taking the potential infection risk related to COVID-19 very seriously. Our personnel has a high awareness in this regard. The symptoms triggered by COVID-19, however, are very individual. Thus, we cannot guarantee that despite all measures taken infections are transmitted when providing the services. We are not liable for any impact whether direct or indirect deriving from transmitting of infections.

Miscellaneous

In addition, the General Terms and Conditions of TÜV NORD GROUP are an integral part of the contract. You can view or download their content from the website <https://www.tuev-nord.de/en/general-terms/>. We will also be happy to send you our general terms and conditions on request.

You will find the Privacy Policy of TÜV Informationstechnik GmbH on our website at <https://www.tuvit.de/en/meta/privacy-policy/>.