1. These GTCs apply between DEKRA Automobil GmbH ("DEKRA") and its customers so far as they have been integrated into a contract. No conflicting or deviating provisions of the customer shall be applicable unless expressly confirmed by DEKRA in writing.
2. DEKRA provides its services exclusively for the customer. Third parties shall only be included in the scope of protection / performance in so far as this has expressly been agreed by contract.

3. The customer shall carry out all necessary preparatory activities on its own responsibility and free of charge; the necessary information will be provided upon request. DEKRA shall be entitled to demand a lump sum of € 150.00 by way of compensation if the customer cancels or postpones an appointment only two calendar days or less prior to the appointment.

4. Should any delays arise / additional expenditure be incurred at an agreed appointment through circumstances falling within the sphere of risk / responsibility of the customer, DEKRA shall be entitled to reasonable compensation analogous to § 642 BGB [Bürgerliches Gesetzbuch – German Civil Code]. Should the customer fail to pay a progress invoice within 10 calendar days or less prior to the appointment, DEKRA shall be entitled to demand a lump sum of € 150.00 by way of compensation unless the parties respectively provide evidence of a higher or lower claim to compensation or damages.

5. DEKRA shall perform the contractual services impartially, neutrally and in accordance with the generally recognised rules of technology applicable at the time of the order. It may delegate the services, either in whole or in part, to suitable sub-contractors.

6. Agreed time periods and dates for performance shall be extended if and in so far as the performance of the services is disturbed due to reasons for which DEKRA is not responsible.

7. In connection with the data obtained within the scope of the performance of the contract, DEKRA is permitted within the scope of the applicable legal provisions to:
   - process data in accordance with the regulations of the accreditor;
   - use data within the scope of and for the protection of its own legitimate interests;
   - to disclose data pursuant to or in performance of statutory regulations.

8. DEKRA may make copies for its own files of the written documents provided to DEKRA for review or delivered to it for the purpose of the performance of the assignment.

9. DEKRA processes the personal data of the customer for the purpose of proper fulfillment of the order and in accordance with Art. 6 par. 1 (b) of the EU General Data Protection Regulation ("GDPR"). “Person Responsible” within the meaning of the GDPR is DEKRA. Contact Data Protection: Konzerndatenschutz@dekra.com.

10. The duration of data storage is regulated by the legal provisions on commercial storage obligations. Depending on the service, data on documentation and results shall be stored in accordance with statutory regulations.

11. The customer has the right to information, correction and deletion of the data with the person responsible as well as the right to file a complaint with the State Commission for Data Protection of Baden-Württemberg. Detailed information on data protection may be found on the internet at www.dekra.de/Datenschutz/Informationen and are available at the DEKRA branch offices.

12. The use of the DEKRA logo, of the brand name DEKRA and also any references to the existence of the contractual relationship with DEKRA in documents prepared or used by the customer, in particular in advertising and sales material, requires the prior written consent of DEKRA.

13. Any results arise during the performance of the assignment (e.g. expert reports, test results, calculations, etc.), DEKRA, so far as necessary for the purpose of the contract, grants the customer a simple, non-exclusive, non-assignable and non-sublicensable right of use of the same.

14. The customer may only use the complete results, not in extracts, and only for the contractually agreed purpose. The use of the results for advertising purposes and publications on the internet require the prior written consent of DEKRA.

6. Warranty

1. If the customer is an entrepreneur within the meaning of § 14 BGB, the warranty period ends one year after the commencement of the statutory period of limitation unless DEKRA has fraudulently concealed the defect.

2. Any performance by DEKRA capable of acceptance shall be deemed to be accepted at the latest with the unconditional payment of the final invoice. Part acceptance may be demanded for partial performances complete in themselves. These acceptances shall be deemed to have taken place at the latest with the payment of the progress invoices covering such part performances. § 646 BGB [Bürgerliches Gesetzbuch – German Civil Code] remains unaffected hereby.

7. Terms and conditions of payment

1. Unless agreed to the contrary, the remuneration is quoted net, plus the statutory value added tax in the respectively applicable amount.

2. The remuneration should be paid in the currency of or in the confirmation of order. If this is not the case, the DEKRA fee scale applicable at the time of the conclusion of the contract shall apply, provided the customer is familiar or ought to be familiar with the same; otherwise, the usual remuneration is deemed to be agreed.

3. Unless otherwise stated or provided, the accepted remuneration shall be due no later than 10 working days after rendering of each invoice.

4. Should the customer become insolvent or a debtor, he or she becomes subject to the provisions of § 323 BGB (suspension of payment) and § 326 BGB (insolvency). In such case, the customer shall be entitled to require the continuing performance of the assigned rights unless the assignment is excluded by the terms and conditions of the creditor.

5. Should any provision of these Terms and Conditions of Business be or become ineffective, it shall not affect the validity of the remaining provisions.

8. Termination of the contract

1. Should the customer become insolvent or a debtor, he or she becomes subject to the provisions of § 323 BGB (suspension of payment) and § 326 BGB (insolvency). In such case, the customer shall be entitled to require the continuing performance of the assigned rights unless the assignment is excluded by the terms and conditions of the creditor.

5. Should any provision of these Terms and Conditions of Business be or become ineffective, it shall not affect the validity of the remaining provisions.