

General terms and conditions of purchasing of DEKRA

1. These terms and conditions of purchasing are applicable for our orders for products, plant services and services (in the following also designated as "Deliveries"). The conditions included in the individual orders are higher ranking. The general terms and conditions of business of the supplier are not applicable.
2. Orders, agreements and their changes/supplements must be established in writing.
3. DEKRA does not reimburse expenditures of the supplier, visits or the preparation of quotations, projects, plans, etc., before the order is awarded or for the detailing of the quotation or the order object. DEKRA may change the specifications of the delivery object, which have not be or not finally be specified at contract closing between the parties, at its discretion in acc. with § 315 BGB.
4. If not explicitly specified otherwise, then the supplier must confirm the order at the latest one week after its receipt. Otherwise, DEKRA has the right to withdraw the order, even if the confirmation arrives later.
5. The correspondence must include the order number listed on the order as well as the name and company of the purchaser.
6. The prices are fixed prices. They include all expenditures in connection with the deliverables and services to be provided by the supplier, especially travel, transport, shipping and packing costs.
7. The supplier must deliver the packing in accordance with the requirements for the products and the domestic and international legal regulations, e.g. ADR. DEKRA reserves the right to return bulky packaging material especially containers, barrels, crates, etc., after emptying and independent of possible transport or other wear free of freight costs against an appropriate credit to the supplier.
8. The supplier must provide the documentation, especially test reports, factory certificates, drawings, plans, operating instructions and repair manuals required for the acceptance, the operation, the product specifications, the maintenance and repair of the delivery objects in a copyable format.
9. In case of major contract violations (deficiencies that significantly impair the usage property, delays), DEKRA has the right to request a contract penalty at an amount to be determined at the discretion of DEKRA in acc. with § 315 BGB.
10. A formal acceptance must be performed for the delivery of work performances. When delivering, the supplier must check the goods for conformance with the order.
11. A bill of delivery with two copies must be attached to each delivery, which must list all identifications included in the order, such as order No., part No., batch No. item No. Agreed partial or remaining deliveries must be identified separately. The bill of delivery must be attached in such a way that the content of the delivery can be determined without opening the packing.
12. If not agreed otherwise, the INCOTERM 2010 DDP application site DEKRA (information in the order) is applicable for the transfer of perils, transport insurance, transport costs, packing costs, import & export prepayment. The shipping must be announced to DEKRA in such a way that the DEKRA information about quantities, dimensions and weight is known at the latest at 4:00 PM of the work day prior to the day of delivery. This also applies to possible special regulation for the handling of the goods, especially for unloading, transport and storage in our area of operation.
13. The supplier guarantees that the deliveries owed by it, the delivered goods or the services provided by it are in accordance with the latest status of technology and the relevant domestic and international regulations, provisions and directives.
14. The supplier must perform a quality assurance that is suitable in accordance with the type and scope and the latest state of technology and – on request – must provide proof to DEKRA, for example, in case of product liability damages.
15. An invoice with two copies, which must conform to the content on the bill of delivery and the shipping notice, must be sent for each order or individual order after the delivery has been received or after the service has been provided.
16. Payments will be made within 14 days minus a discount of 3%, otherwise in 30 days net, if not agreed otherwise in the individual order. The above mentioned payment period starts with the receipt of the reviewable invoice that conforms to the agreed requirements, however, not before the transfer of the delivery and the acceptance in case of deliveries in form of work performances.
17. The supplier shall perform the deliveries free of legally negotiable third-party rights. The supplier ensures that DEKRA or customers of DEKRA shall not violate any intellectual property rights of third parties as a result of the purchase, possession, offering, use, processing or resale of the deliveries, particularly with respect to brand, company, name, patent, utility model, registered design, trade dress, design or copyrights of third parties (including corresponding property rights applications) ("property rights"). If the supplier culpably violates said obligation, the supplier indemnifies DEKRA and its customers upon first demand by DEKRA against any claims of third parties resulting from such actual or alleged property rights violations, and shall bear all costs and expenditures which DEKRA incurs in this context, particularly legal and defense costs and costs resulting from compliance with a possible obligation to desist. The supplier is obligated to inform DEKRA immediately of risks of injury and apparent cases of injury of which it becomes aware.

The supplier provides DEKRA with substantive, temporal and spatially unlimited and exclusive rights for use and exploitation of the works created and/or deliveries performed based on the order, including the authorization to redesign, further develop or destroy the delivery/service (training documentation, designs, work results, plans, software, etc.), irrevocably and for all known and future types of use. Should the supplier create software in agreement with DEKRA, the supplier is also obligated to issue the source code and a program description. The supplier has no right to be named in connection with any publication of its works in the customary manner. The supplier is obligated to notify the client in writing of depictions of persons or events contained in the work in respect of which the risk of a personal rights violation could be associated.

18. All final planning documents, models, samples, drawings, data sheets, tools, etc., which DEKRA communicates or provides to the supplier for the provision of the service, remain the property of DEKRA and must be kept confidential even after the termination of the business relationship and must only be used for the completion of our orders.

19. Without prior approval by DEKRA, the supplier does not have the right to transfer receivables against DEKRA or to let third parties collect them. DEKRA has the right to offset the due receivables against the supplier that are owned by a company that is related to the corporation in accordance with § 15 AktG.

20. Force majeure

a. Force majeure refers to all events beyond the control of Parties, unforeseeable or unavoidable, which prevents, partially or fully, a Party to this Agreement from performing his/her obligation. Such events include, but are not limited to, natural disasters, epidemics, earthquakes, floods, lightning strikes, fire, storms, nuclear incidents, pandemics, labor disputes, strikes, lockouts, blockades, war or war-like conditions, mobilization, revolutions or riots, sabotage or restrictions by acts, omissions or inventions of communal, municipal or federal state authorities, (including, but not limited to, amendments of laws, import-/export regulations, embargoes, security restrictions, general administrative acts) or other unexpected events beyond the control of the parties, even if these events result from the current Corona-pandemic and were already foreseeable at the time of conclusion of this Agreement.

b. The Party who claims force majeure shall, subject to para. d. hereunder, be released from the obligation to fulfill the terms of the Agreement from the time the force majeure occurs, provided such Party has immediately notified the other Party and the claim is sufficiently substantiated, or, in the absence of immediate notification, from the time the other Party receives notification of the existence of the force majeure.

As of the date of the occurrence of Force Majeure, either party may terminate this Agreement by written notice to the other party, thus resulting in releasing the parties from their mutual performance obligations retroactively as of the dates specified in this paragraph.

c. The Party claiming force majeure is, from the time of the occurrences mentioned in para. b, released from any claims for damages subject to para. d hereof.

d. In case the force majeure is of limited duration, para. b and c shall be valid only for as long as the force majeure prevents the Party invoking it from performing its obligations under the Agreement. In which case, the Party that has invoked the force majeure shall be obligated to notify without delay the other Party upon the cessation of the force majeure.

21. Sustainability/minimum wage

a) Economic responsibility

DEKRA aims for a fair and partnership based business relationship with its business partners. For this purpose, DEKRA adheres to the respectively valid legal norms and international standards. DEKRA expects the same from its suppliers.

b) Ecological responsibility

Adherence to the legal requirements: DEKRA expects that the supplier adheres to the environmental protection with respect to the domestic legal norms and international standards.

Minimizing the environmental pollution: DEKRA expects that the supplier continuously develops the use and the optimization of improved approaches in the operational processes and the technologies used and therefore minimizes the environmental pollution and continuously improves the environmental protection.

Organizational measures in environmental management: DEKRA expects that the supplier has or establishes an environmental management system and that this is applied in the company accordingly.

c) Social responsibility

Recognition of and adherence to human rights: DEKRA expects that its suppliers recognizes and adheres to human rights. This includes mainly the recognition of the Universal Declaration of Human Rights (UDHR) of the General Assembly of the United Nations as well as the European Convention on Human Rights (ECHR).

Nondiscrimination DEKRA expects that the supplier does not discriminate against its employees or other persons based on their gender, their age, their heritage, their race and skin color, their language, their native country and social heritage, their nationality, their beliefs, their religious or political beliefs or their sexual orientation or that they are disadvantaged due to any disability.

Adherence to the ILO core work standards: DEKRA expects that the supplier ensures fair work conditions in its supply chain in accordance with the defined ILO core work standards. These are worldwide recognized social standards to improve the work and living conditions of all human beings. The minimum standards specified in the ILO core work standards are based on a variety of international agreements. They cover subjects such as the ban or the abolition of forced labor or obligatory labor, the protection of freedom of association, the right to collective bargaining, same wages for male as well as female employees, discrimination in employment and jobs, the minimum age for the permission to work as well as the elimination of the worst forms of child labor. The complete lists of the agreements including their official designations can be found, for example, under <http://www.ilo.org/berlin/arbeits-undstandards/kernarbeitsnormen/lang--de/index.htm>.

Guaranteeing occupational health and safety at the workplace. DEKRA expects that the supplier adheres to the rights of its employees with respect to occupational health and safety and that the supplier guarantees safe and health conforming work conditions.

Compliance: The supplier acknowledges the content of the DEKRA company directive Compliance Guidelines. The directive was established with respect to the valid regulations for the responsibility of companies for illegal behavior in commercial relationships. The DEKRA Compliance Guidelines are available for download on the Internet page www.dekra.de/Nachhaltigkeit. In addition, they are available in printed form on request. The supplier (entrepreneur) confirms that it provided suitable instructions to its employees to ensure that behavior patterns are precluded and prevented, which violate the intentions and motives

- of the DEKRA Compliance Guidelines,
- of the US Foreign Corrupt Practices Act,
- of the OECD convention against the bribery of foreign office holders in international business relationships,
- of the UN convention against corruption and
- other applicable anticorruption regulations such as §§ 298 ff. StGB (criminal acts against competition), §§ 331 ff. StGB (criminal acts in public offices) or § 130 OWiG (violations of the supervisory obligations in factories and companies).

DEKRA views adherence to the standards listed in this sustainability declaration as significant for the business relationship and the respective contract relationship. Based on this background, a culpable violation of this regulation by the supplier gives DEKRA an extraordinary termination right with respect to the affected contract relationship. In addition, DEKRA reserves the right for damage compensation against the supplier in case of violations.

The supplier agrees that DEKRA can request suitable proof about the adherence to these sustainability requirements by the supplier and that DEKRA can check the adherence through audits.

d) Minimum wage

The supplier is obligated to adhere to all obligations of the supplier with respect to the minimum wage law (MiLoG). The supplier will obligate its sub-suppliers, which are possibly assigned to provide the contractual service, to the adherence to the MiLoG and, on request, will provide proof to DEKRA. The supplier releases DEKRA from all claims of third parties (e.g. employees/hired labor in the delivery chain, public authorities, Social Security carriers, etc.) that are based on violations of the obligations based on MiLoG by the supplier or by the violations of the obligations based on MiLoG by sub-suppliers assigned by the supplier. The indemnity obligation includes especially the prosecution and legal defense costs as well as penalty costs in this connection. On the request of DEKRA, the supplier must provide proof for the adherence to the obligations in accordance with MiLoG by the supplier as well as the sub-supplier in its delivery chain (e.g. by presenting wage payment documents).

22. Export restrictions, security check

The supplier will inform DEKRA immediately if a delivery object in total or in parts is subject to export restrictions in accordance with German or other foreign trade legislation.

DEKRA expects that the security checks are performed by employees that are permanently present on the factory premises of DEKRA for the purpose of the service provision. It must be ensured that they do not represent a security risk, that they especially do not have any connection to international terrorism. The supplier is obligated to only assign personnel at the purchaser that is security reviewed and unobjectionable through suitable measures. Suitable measures to this effect can include especially:

- A comparison of the names of the persons assigned with the sanction lists of the EU in its respectively valid version (see: <http://www.ausfuhrkontrolle.info/ausfuhrkontrolle/de/embargos/index.html> or <http://eeas.europa.eu/cfsp/sanctions/consol-listen.htm>, currently especially the lists in the appendices of the regulations (EU) No. 2580/2001 and (EU) No. 881/2002 and (EU) No. 753/2011 before the first assignment and afterwards at least once annually or
- if the implemented measures are inadequate in accordance with the assessment of the customs authority responsible for the purchaser, then the supplier will immediately – after a request by the purchaser – initiate measures that satisfy the requirements of the customs administration.

The supplier must provide proof to the purchaser about the implemented measures and the adherence to them at the closing of this agreement, on request and otherwise without additional request once per calendar year at the latest at the end of the year in a suitable format.

23. DEKRA will not unauthorized publish, utilize or transfer expertises or other facts and documents that become known during the execution of the contractual services and which relate to the purchaser and the object of the order. Excepted from the above are the processing of anonymized statistical data by DEKRA; publication obligations in accordance with the regulations of the accreditor; publications for the execution of justified personal interests; legal, court order or public authority obligations for publication. DEKRA can produce copies of the written documents that where provided to DEKRA for review or for the execution of the order for its own documentation to be able to process the contract.

DEKRA stores, processes and uses person related data of the purchaser for the proper order fulfillment and for legal internal purposes. The adherence to the prerequisites of the Federal Data Protection Law (BDSG) is guaranteed by DEKRA if automatic data processing systems are used for this purpose. The employees assigned to the data processing are obligated to adhere to BDSG and are instructed to strictly adhere to all data protection regulations.

24. The delivery address listed in the order is the place of fulfillment for the contractual obligations of the supplier.

25. The only place of jurisdiction is Stuttgart. DEKRA has the right to initiate a lawsuit at the supplier's general place of jurisdiction.

26. Only the laws of the Federal Republic of Germany are applicable to the contractual relationship under exclusion of the reference provisions of the International Private Law and under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

27. If individual clauses of this contract are ineffective or will become ineffective, then this does not invalidate the effectiveness of the remaining clauses.

28. Person related data that will be communicated to DEKRA in connection with the contract relationship will be saved and processed for the purpose of contract related data processing and in accordance with the respectively valid domestic data protection laws.

29. The occupational protection conditions in their version applicable at the time of contract closing listed under <http://www.dekra.de/einkauf> are also applicable for the provision of services and work performances at the business facility of DEKRA.