

# General Terms and Conditions of Purchase of TÜV Rheinland Service GmbH (GTP)

## 1. GENERAL PROVISIONS AND SCOPE

- 1.1. The following terms and conditions apply exclusively to all deliveries of goods and provision of works and services (hereinafter collectively referred to as “**deliveries and services**”), ordered by TÜV Rheinland Service GmbH or any company affiliated with it pursuant to Sections 15 et seq. of the German Stock Corporation Act (collectively or individually hereinafter referred to as “**TÜV Rheinland**”).
- 1.2. Any terms and conditions of the company contracted by TÜV Rheinland (hereinafter referred to as the “**Contractor**”) that contradict or supplement these GTP, either in part or in full, will not be recognized by TÜV Rheinland unless TÜV Rheinland has expressly approved their applicability in writing.
- 1.3. These GTP apply even if TÜV Rheinland, being aware of conflicting or supplementary terms and conditions of the Contractor, accepts or pays for deliveries and services without reservation.

## 2. FORMATION OF CONTRACT, SCOPE OF SERVICES

- 2.1. Orders placed by TÜV Rheinland are only binding if made in writing. The written form requirement is also fulfilled if an order is placed via an electronic ordering system of TÜV Rheinland (eProcurement System).
- 2.2. If the Contractor does not accept the order within a period of 7 days, TÜV Rheinland is entitled to revoke the order.
- 2.3. The scope of the deliveries and services to be provided by the Contractor is determined by the order from TÜV Rheinland or the respective individual contract.
- 2.4. The Contractor confirms that it is fully informed about the nature and scope of the service specified in the order and can therefore not claim additional costs on account of a lack of knowledge.

## 3. DELIVERY OF GOODS, TRANSFER OF OWNERSHIP, PACKAGING AND TRANSPORT

- 3.1. The delivery shall be made DDP (according to Incoterms 2020) to the address specified in TÜV Rheinland's order or in the individual contract. If no address is specified, the delivery shall be made to TÜV Rheinland Service GmbH, Am Grauen Stein, 51105 Cologne.
- 3.2. Ownership and risk concerning delivered goods shall pass to TÜV Rheinland at the time the delivery is completed as per clause 3.1.
- 3.3. When the Contractor delivers goods to TÜV Rheinland, it is required to specify the name of the goods recipient at TÜV Rheinland and a purchase order number issued by TÜV Rheinland on a label affixed to the outside of the packaging. Furthermore, the Contractor is required to additionally include the following information (if known) on a label affixed to the outside of the packaging:
  - 3.3.1. A short description of the product,
  - 3.3.2. The number of items per carton or package,
  - 3.3.3. Barcode for the number of items per carton or package (EAN128),
  - 3.3.4. The product's serial number and barcode of the serial number (EAN128),
  - 3.3.5. The weight of the carton or package,
  - 3.3.6. The country of origin,
  - 3.3.7. Delivery or production date,
  - 3.3.8. Name and address of the supplier, and
  - 3.3.9. All information required by national or international laws.
- 3.4. The goods must be properly packaged and labeled and must reach their destination free from defects using the most suitable means of transport.
- 3.5. TÜV Rheinland is entitled to return the packaging material to the Contractor or send it back at the Contractor's cost and risk.

## 4. PERFORMANCE TIME AND DEFAULT

- 4.1. Time of delivery or performance according to agreed timeframes or dates is of the essence. Early or partial deliveries or services by the Contractor require prior written approval from TÜV Rheinland. Delivery or performance shall be deemed complete once received or accepted by TÜV Rheinland.

- 4.2. If deadlines are not met by the Contractor due to reasons attributable to the Contractor, TÜV Rheinland is entitled to demand a contractual penalty of 0.25% of the value of the affected order for each day of delay. This contractual penalty is limited to 5% of the value of the affected order for each contractual violation by the Contractor related to the provisions in clause 4.1. The contractual penalty is due immediately, without requiring a formal reminder, and does not affect other statutory rights of TÜV Rheinland, including the right to enforce performance of the contract or damages. The contractual penalty will be offset against any potential damage claims by TÜV Rheinland. This right may be asserted, deviating from § 341 para. 3 BGB, until payment of the Contractor's corresponding invoice.
- 4.3. The Contractor must immediately inform TÜV Rheinland in writing of any foreseeable delays or failure to meet performance deadlines, including partial deliveries or services, providing reasons for the delay.
- 4.4. The acceptance of delayed deliveries or services by TÜV Rheinland, even with timely notification of the delay, does not constitute a waiver of statutory claims for delays.
- 4.5. The Contractor shall inform TÜV Rheinland in writing or electronically at least 3 working days before providing the delivery or service, stating the exact performance date and TÜV Rheinland's order number (if assigned). If this deadline cannot be met because the period between order placement and performance date is insufficient, the Contractor shall notify TÜV Rheinland electronically of the performance date at least one day before the provision of the delivery or service.

## 5. INSPECTION OF DELIVERED GOODS FOR DEFECTS

- 5.1. The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and provide notice of defects in the case of delivered goods, subject to the additional stipulations set forth in this section.
- 5.2. TÜV Rheinland's obligation to inspect is fundamentally limited to defects that are apparent during an external examination (e.g., transport damage, incorrect or incomplete deliveries) or are identifiable during sample quality testing.
- 5.3. Otherwise, the scope of the inspection obligation depends on the extent to which an examination is feasible under the circumstances of the individual case according to proper business procedures. TÜV Rheinland's obligation to notify defects discovered later, i.e., after goods inspection upon receipt or during sample quality testing, remains unaffected.
- 5.4. Notwithstanding the aforementioned obligation to inspect, a notification of defect (complaint) by TÜV Rheinland is deemed timely if it is submitted without delay, but no later than 3 working days after the defect is discovered, to the Contractor.

## 6. CHANGE PROCEDURE

- 6.1. If TÜV Rheinland intends to make a change to the deliveries and services („**Change**”), TÜV Rheinland must submit a written change request to the Contractor. The Contractor shall then provide TÜV Rheinland with a calculation of any impact on price caused by the change, along with any potential proposals for modifying the change request, insofar as it is reasonable for the Contractor. The change is considered accepted and binding only after written confirmation from TÜV Rheinland. If such confirmation is not provided, the Contractor shall perform the deliveries and services as originally agreed.
- 6.2. The Contractor is not permitted to make any changes to the deliveries and services without prior written order or approval from TÜV Rheinland.

## **7. REMUNERATION, INVOICING, ASSIGNMENT, AND SET-OFF**

- 7.1. The amount of the remuneration is determined by the respective order from TÜV Rheinland or an individual contract concluded between the contracting parties and is binding.
- 7.2. The remuneration referred to in clause 7.1 includes all additional costs, expenses, and disbursements of the Contractor, unless explicitly stipulated otherwise in the order from TÜV Rheinland or in the individual contract.
- 7.3. Invoicing may only be issued after the deliveries and services to TÜV Rheinland and in no event later than 30 days after this date.
- 7.4. The invoice must be accompanied by comprehensive proof of performance. If reimbursement of travel and incidental expenses is owed, such reimbursement will only be made against submission of a comprehensive itemized statement with supporting documents.
- 7.5. Unless otherwise expressly agreed in writing, payment is due within 30 calendar days following delivery of the goods and services and receipt of a proper and verifiable invoice prepared in accordance with this clause by TÜV Rheinland. If acceptance of the performance in accordance with clause 11 is required, this period begins with the successful acceptance.
- 7.6. Payment will be made via bank transfer or by other customary means at the discretion of TÜV Rheinland.
- 7.7. The invoice must meet the legal requirements of the German Value Added Tax Act (Umsatzsteuergesetz) and include the order number as well as the recipient of the services at TÜV Rheinland.
- 7.8. TÜV Rheinland is entitled to rights of set-off and retention, as well as the defense of non-performance of the contract, to the extent permitted by law. Set-off may also be made with claims of companies affiliated with TÜV Rheinland under §§ 15 et seq. AktG against the Contractor.
- 7.9. The Contractor is not entitled to assign claims arising from the contract to third parties or to have them collected by third parties without the written consent of TÜV Rheinland.
- 7.10. The Contractor may assert rights of set-off and retention only with respect to counterclaims that have been legally determined or are undisputed.

## **8. WARRANTY AND CLAIMS FOR DEFECTS**

- 8.1. The deliveries and services provided by the Contractor must:
  - 8.1.1. comply with the contractual agreements and specifications, as well as, if applicable, any purpose communicated to the Contractor by TÜV Rheinland,
  - 8.1.2. align with recognized technical standards, and
  - 8.1.3. meet all applicable national and international legal requirements and regulations, including all safety, quality, and environmental standards applicable at the time of delivery of goods and performance of services in the relevant industry and technology.
- 8.2. For deliveries and services with digital components or other digital content, the Contractor is obligated to provide and update the digital content to the extent that this is required based on an agreed specification or product descriptions provided by the manufacturer or on their behalf (e.g., on the internet, in advertisements, or on product labels).
- 8.3. The Contractor acknowledges that timely delivery of high-quality goods and services is of critical importance to TÜV Rheinland.
- 8.4. Furthermore, TÜV Rheinland retains the full statutory rights and claims regarding defects in the deliveries and services provided by the Contractor.
- 8.5. Unless otherwise agreed, the limitation period for warranty claims is 36 months from the transfer of risk or, in the case of a required acceptance process, from the successful completion of acceptance.
- 8.6. TÜV Rheinland is entitled to demand, at the Contractor's expense, a self-sufficient, unconditional, and irrevocable warranty guarantee from a German or TÜV Rheinland-approved international commercial bank for the warranty period, amounting to 5% of the gross contract value, to ensure the fulfillment of the Contractor's warranty obligations. This warranty guarantee covers warranty claims, including damages and reimbursements for overpayments, including interest.
- 8.7. The Contractor assumes the procurement risk for the goods to be delivered and services to be performed unless otherwise agreed in specific cases (e.g., limitation to available stock). The procurement risk also extends to the delivery of spare parts and consumables for the duration of the warranty period for products that can be substituted.

## **9. INDUSTRIAL PROPERTY RIGHTS**

- 9.1. The Contractor grants TÜV Rheinland an irrevocable, unlimited, exclusive right of use and exploitation, in terms of location, time, and content, for all known and derivable types of use concerning all work results created for the performance of the deliveries and services, such as reports, test reports, test results, certificates, expert opinions, calculations, illustrations, concepts, data, know-how, inventions (whether patentable or not), photos, videos, etc., including improvements and advancements of methods and processes developed by TÜV Rheinland.
- 9.2. The right of use and exploitation also includes the right to edit, modify, expand, reproduce, distribute or publish the work results without the Contractor's consent, as well as the right to transfer the right of use and to sublicense it without limitation in terms of time, location, and content to TÜV Rheinland's customers, including exclusively—e.g., to affiliates of TÜV Rheinland, customers, and/or other contractual partners of TÜV Rheinland or its affiliated companies. The grant of rights also includes the partial use of the work results, combining them with other works, and transferring them to third parties for potential follow-up orders. This applies even in the event of termination or other cessation of the contract.
- 9.3. There is no claim for separate remuneration for the rights of use and exploitation. These are already compensated by the agreed remuneration for the deliveries and services.
- 9.4. The Contractor ensures that the goods it delivers are its original developments or were lawfully acquired and that its services do not infringe any industrial property rights or other rights of third parties.
- 9.5. The Contractor shall indemnify TÜV Rheinland against any claims by third parties due to infringements of industrial property rights, including trademark, patent, or copyright, and also compensate TÜV Rheinland for any damage or loss incurred, including costs such as legal defense expenditure.
- 9.6. If a claim under clause 9.5 is made, or if TÜV Rheinland reasonably anticipates future claims, the Contractor shall, at its own expense, either ensure that TÜV Rheinland obtains the right to continue using the delivered goods and services, or replace or modify them in such a way that no infringement occurs. TÜV Rheinland must consent to the replaced or modified goods and services.
- 9.7. TÜV Rheinland and the Contractor agree that the use of trademarks, business signs, or other identifiers of each party is not permitted unless a separate written agreement is made to the contrary.

## **10. PROVISION OF SERVICES AND WORK**

- 10.1. For services and work performed by the Contractor on behalf of TÜV Rheinland or its customers, the following additional conditions apply:
- 10.2. The Contractor shall provide all materials and equipment, including tools, necessary to fulfill the contract.
- 10.3. During the execution of these services and work, the employees, agents, or consultants („Personnel“) of the Contractor must meet TÜV Rheinland's specific requirements or, if no such requirements are specified, adhere to the general standards for professional competence and expertise within the respective industry. If the personnel assigned to perform the services and work are insufficiently qualified, TÜV Rheinland reserves the right to demand their withdrawal. In such cases, the Contractor is obligated to promptly provide a replacement.
- 10.4. TÜV Rheinland reserves the right to verify the identity of all personnel employed by the Contractor for contract fulfillment. The Contractor shall ensure that its personnel can properly identify themselves with identification documents to TÜV Rheinland at all times.
- 10.5. If services and work are to be carried out on TÜV Rheinland premises or those of its customers, the Contractor must familiarize itself in advance with the conditions at the site where the services and work are to be delivered, insofar as these might influence the fulfillment of contractual obligations. The Contractor shall bear all costs arising from delays due to any conditions that should have been identified during the aforementioned inspection.
- 10.6. The Contractor must ensure that its presence and that of its personnel on TÜV Rheinland or its customers' premises interfere as little as possible with the workflows of TÜV Rheinland and third parties.
- 10.7. The Contractor, its personnel, and subcontractors must familiarize themselves with the regulations and requirements applicable on TÜV Rheinland's or its customers' premises. This includes, but is not limited to, regulations regarding IT security, conduct, general safety, health, and environmental protection. The Contractor is responsible for ensuring that its personnel comply with these regulations and, upon request by TÜV Rheinland, sign individual declarations of compliance.

- 10.8 Minimum Wage Law (Mindestlohngesetz)
- 10.8.1. The Contractor, which provides services and work for TÜV Rheinland as defined by the Minimum Wage Law (MiLoG), guarantees strict compliance with said law, particularly ensuring that its employees are paid the legally required minimum wage at the applicable rate. The Contractor is also obligated to ensure that any subcontractors engaged by the Contractor comply with this obligation as stipulated in Clause 10.8.
- 10.8.2. In the event of a violation of the aforementioned obligations by the Contractor or its subcontractors, TÜV Rheinland shall have the immediate right to terminate the contracts between the Contractor and TÜV Rheinland without notice.
- 10.8.3. The Contractor shall fully indemnify TÜV Rheinland against any third-party claims, liabilities toward third parties, legal defense costs, and any fines incurred due to an actual or alleged violation of minimum wage obligations by the Contractor or one of its subcontractors.
- 10.8.4. The Contractor is obligated to promptly inform TÜV Rheinland of any claims by third parties or the commencement of fine proceedings against the Contractor or its subcontractors.
- 10.8.5. The Contractor expressly confirms that it is not excluded from the award of public contracts under § 19 MiLoG.
- 10.9. The Contractor ensures and, upon request by TÜV Rheinland, provides proof that its personnel possess valid work and residence permits as well as any other permits or authorizations required for performing the services.

## 11. ACCEPTANCE OF SERVICES

- 11.1. TÜV Rheinland shall inspect any work delivered by the Contractor or, if agreed in individual cases, any other services for the purpose of acceptance with the Contractor's cooperation (e.g., conducting tests, demonstrations, etc.).
- 11.2. The fulfillment of performance characteristics must be demonstrated using defined acceptance criteria (acceptance tests).
- 11.3. During the acceptance process, a protocol must be prepared and signed by both parties confirming the conformity of the agreed performance. A list of deficiencies identified during acceptance will be attached. Any remaining deficiencies after acceptance will be rectified under warranty in accordance with a jointly created schedule.
- 11.4. TÜV Rheinland will accept the contractual services or, if agreed in individual cases, other specific services within 10 days of delivery and/or successful completion of the acceptance test, unless otherwise agreed. Deficiencies that do not or only insignificantly impair the functional use do not entitle TÜV Rheinland to refuse acceptance. The Contractor's obligation to rectify deficiencies remains unaffected. TÜV Rheinland is entitled to carry out acceptance even in the presence of significant deficiencies, prior to their resolution.
- 11.5. If the Contractor fails to demonstrate the agreed performance characteristics by the final deadline or within a reasonable grace period, for reasons attributable to the Contractor, TÜV Rheinland may withdraw from the contract in whole or in part after the expiration of the grace period.
- 11.6. Fraudulently concealed defects may be claimed within a period of 10 years from acceptance.

## 12. SUBCONTRACTORS

Subcontracting of orders to third parties (subcontractors) is not permitted unless expressly agreed otherwise in an individual contract or expressly approved in writing by TÜV Rheinland.

## 13. LIABILITY

- 13.1. The Contractor shall be liable within the framework of statutory provisions.
- 13.2. The Contractor shall indemnify TÜV Rheinland and its affiliated companies upon first request against any liability to third parties or third-party claims, insofar as the cause of the damage claim originates within the Contractor's sphere of control and organization, and the Contractor itself is liable to third parties.
- 13.3. The Contractor must adequately insure itself against the liabilities specified in this provision and provide TÜV Rheinland with access to its insurance policy upon request. TÜV Rheinland's claims for damages are not limited to the respective insurance coverage amount.

## 14. CONFIDENTIALITY

- 14.1. The Contractor undertakes to treat all information that TÜV Rheinland discloses to the Contractor within the scope of the business relationship, or of which the Contractor becomes aware during the

performance of its services, as confidential. This includes, but is not limited to, documents, images, drawings, know-how, data, samples, and project documents, including copies thereof. Such confidential information shall be used solely for the fulfillment of contractual obligations towards TÜV Rheinland and shall not be disclosed to third parties. For purposes of this clause, affiliated companies as defined by §§ 15 ff. AktG are not considered third parties, provided the disclosure to such companies is necessary for the execution of the contract and they are bound by the same confidentiality obligations as the Contractor.

- 14.2. The confidentiality obligation does not apply to confidential information that:
- 14.2.1. at the time of disclosure was already publicly known or subsequently becomes publicly known without violation of confidentiality obligations, or
- 14.2.2. was demonstrably already known to the Contractor or was lawfully disclosed by a third party, or
- 14.2.3. was already in the possession of the Contractor prior to disclosure, or
- 14.2.4. was independently developed by the Contractor, or
- 14.2.5. must be disclosed based on administrative, judicial, or statutory orders or regulations.
- 14.3. All confidential information remains the property of TÜV Rheinland. Upon termination of the contractual relationship, the Contractor shall immediately destroy or, upon request by TÜV Rheinland, return all confidential information. The confidentiality obligations shall remain in effect for a period of 5 years following the termination of the contractual relationship.
- 14.4. The Contractor agrees to pay a contractual penalty of €50,000.00 for each violation of this confidentiality obligation. Each individual breach shall be considered a separate violation. The defense of continuation within a single act or context („Fortsetzungszusammenhang“) is excluded. In the case of ongoing violations, each commenced week shall constitute a new violation. TÜV Rheinland reserves the right to assert further claims for damages, although the contractual penalty will be offset against any such damage claims.

## 15. USE OF ARTIFICIAL INTELLIGENCE (AI)

- 15.1. If the Contractor intends to use an AI system within the meaning of the Artificial Intelligence Act (EU) 2024/1689 of the European Parliament and Council dated June 13, 2024 („AI“), to fulfill contractual obligations, the contractor must notify TÜV Rheinland in writing (email suffices) in advance.
- 15.2. The use of data provided by TÜV Rheinland to the Contractor during the course of service provision for AI training purposes is not permitted.
- 15.3. The Contractor ensures that:
- 15.3.1. the use of AI is compliant with applicable laws and occurs within a secure IT environment;
- 15.3.2. TÜV Rheinland remains the sole owner or rights holder of all data, development results, know-how, intellectual property rights, TÜV Rheinland Background IP, and other information used as input for the AI, and neither the contractor nor third parties acquire any rights to this input (including but not limited to rights for use in AI training or improvement);
- 15.3.3. the output generated by the AI does not infringe any third-party rights, laws, or other regulations;
- 15.3.4. TÜV Rheinland becomes the sole owner or rights holder of the results generated by the AI, or at a minimum obtains the contractually agreed usage rights to the AI-generated results and that any legally required individual post-processing of the output has been carried out to ensure TÜV Rheinland has such rights;
- 15.3.5. neither the Contractor nor any third parties acquire any rights to the output generated by the AI in connection with the services rendered.
- 15.4. The Contractor shall document in machine-readable form which part of the service was generated by AI. Upon request, the Contractor shall provide this documentation to TÜV Rheinland.
- 15.5. Should the Contractor violate the provisions of this section, it shall indemnify TÜV Rheinland and any of its affiliated enterprises under Sections 15 et seq. German Stock Corporation Act (AktG) against any and all damages, losses, costs, and expenses resulting from such violation, and hold them harmless in this respect.

## 16. DATA PROTECTION

The Contractor must comply with the applicable data protection regulations valid at the time of deliveries and services, regardless of the region from which and to which the deliveries and services are provided.

## **17. TERMINATION RIGHTS**

- 17.1. Both contractual parties are entitled to terminate the contractual relationship without notice for a material default.
- 17.2. TÜV Rheinland may terminate the contract without notice if the Contractor becomes insolvent, insolvency proceedings are started against the Contractor, or if corresponding procedural requests are rejected due to a lack of assets sufficient to cover the costs.
- 17.3. In the case of services under a work contract, TÜV Rheinland retains the unrestricted statutory termination rights under § 648 BGB.
- 17.4. If no fixed term is agreed for services under a service contract, TÜV Rheinland can terminate the contract with a notice period of four weeks to the end of the month; already rendered (partial) services must be compensated by TÜV Rheinland.
- 17.5. Any termination must be made in writing to be effective.

## **18. EXPORT CONTROL**

The Contractor guarantees that the deliveries and services comply with all applicable export control laws and regulations of the United States of America, the United Nations, or the European Union (EU). The laws and regulations of the United States of America apply only to the extent that they do not conflict with the mandatory regulations of EU export control law and the Federal Republic of Germany.

## **19. ENVIRONMENT**

- 19.1. The Contractor must fully comply with environmental regulations under German and European law, as well as the respective applicable national law concerning all deliveries and services it provides.
- 19.2. The Contractor shall fully support TÜV Rheinland in:
  - 19.2.1. Meeting environmental protection requirements as well as environmental procurement standards,
  - 19.2.2. TÜV Rheinland's certification under ISO 14001 (Environmental Management), and
  - 19.2.3. any other environmental protection requirements for activities carried out on TÜV Rheinland-utilized properties. In particular, the Contractor shall provide TÜV Rheinland with required environmental information concerning its deliveries and services upon request.
- 19.3. Information regarding packaging data, disposal of old devices, and compliance with the RoHS directive shall be provided promptly and in the current form in accordance with legal requirements by the Contractor to TÜV Rheinland.
- 19.4. The Contractor shall indemnify TÜV Rheinland against all claims, damages, and expenses (including legal enforcement costs) resulting from any violation of environmental regulations caused by the Contractor.
- 19.5. In the event of environmental damage caused by the Contractor on TÜV Rheinland's premises, the Contractor must promptly notify TÜV Rheinland and implement appropriate (immediate) measures to remedy the damage or the associated pollution. The Contractor must also take all reasonable steps to prevent similar incidents in the future.

## **20. COMPLIANCE**

- 20.1. Contractors with at least 5 employees undertake to comply with TÜV Rheinland's Supplier Code of Conduct (available at <https://www.tuv.com/germany/de/corporate-procurement.html>) and to implement appropriate measures to ensure that the obligations outlined therein are adhered to within the scope of their contractual relationship with TÜV Rheinland and throughout their own supply chain.
- 20.2. Contractors with fewer than 5 employees undertake to comply with TÜV Rheinland's compliance requirements for suppliers (available at <https://www.tuv.com/germany/de/corporate-procurement.html>) within the scope of their contractual relationship with TÜV Rheinland and throughout their own supply chain.

## **21. FORCE MAJEURE**

- 21.1. In cases of force majeure, both parties are released from their mutual performance obligations for as long as and to the extent that the impediment to performance persists. Force majeure refers to all circumstances beyond the control and influence of the obligated party that are unforeseeable, severe, and unavoidable even with utmost due diligence that could reasonably be expected and occur after the contract has been concluded. Examples include, but are not limited to: natural disasters, blockades, war, internal unrest, terrorist attacks, strikes, sanctions, embargoes, pandemics, epidemics, and government measures („Force Majeure“).
- 21.2. In the event of force majeure, the affected party must promptly notify the other party in writing of the occurrence and the expected duration of the force majeure. If the condition of force majeure persists for more than three months from notification, both parties have the right to withdraw from or terminate the contract.

## **22. APPLICABLE LAW, JURISDICTION, AND PLACE OF PERFORMANCE**

- 22.1. German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 22.2. The exclusive place of jurisdiction for all disputes arising from a contractual relationship between the Contractor and TÜV Rheinland is Cologne. However, TÜV Rheinland may also bring legal action against the Contractor at its place of business or any other competent court.
- 22.3. The place of performance for all deliveries and services, and subsequent performance is Cologne, unless otherwise agreed between the parties.

## **23. MISCELLANEOUS PROVISION**

- 23.1. Amendments and supplements to these General Terms and Conditions of Purchase (GTP), including this provision, must be made in writing to be effective.
- 23.2. Should any provision of these GTP be deemed wholly or partially invalid or unenforceable, or should it become so in the future, this shall not affect the validity of the remaining provisions. The same applies if it is determined that these GTP contain a regulatory gap. In place of the invalid or unenforceable provision, or to fill the gap, an appropriate regulation shall apply that, to the extent legally permissible, most closely reflects what was intended according to the purpose and spirit of these GTP.