



## Standard Terms and Conditions of TÜV South Asia Private Limited. – TÜV Süd Group, (Hereinafter referred to as TUV) for accreditations granted to TÜV South Asia

<p><b>1. General</b></p> <p>1.1 TUV audits and certifies management systems, insofar as this is not in connection with consulting activities.</p> <p>1.2 In the event that a corresponding order is placed, the customer shall accept the Standard Terms and Conditions, the TUV Auditing and Certification Regulations and the quotation, which apply at the time when the order is placed. As a rule, deviating Standard Terms and Conditions of individual customers will not be honoured.</p> <p>1.1 Ancillary agreements, promises and other statements made on the part of TUV staff or the experts called upon by them shall be binding only if they are expressly confirmed and in writing. This shall also apply to any modifications of this clause.</p> <p><b>2. Executing Orders</b></p> <p>2.1 Orders accepted by TUV shall be executed - insofar as contrary agreements have not been made in writing - the customary handling practiced by TUV.</p> <p>2.2 The scope of the work performed by TUV shall be specified in writing when the order is placed. If changes or extensions of the specified scope of the order result during proper execution of the order, then they shall form the subject of an advance agreement in writing. In this case the customer shall be entitled to cancel the contract, if it would no longer be reasonable to expect that the customer adhere to the contract with regard to the changes or extensions. The customer shall, however, pay the agreed remuneration or, in lieu of agreement, appropriate remuneration.</p> <p><b>2.3 Re-Audits:</b> Major Non-conformances in an audit may require a re-audit of the pertinent sections of the Quality system. Re-audits may cover the entire system if it is found necessary by the Lead Auditor. Re-audits are not covered by this quotation, and will be conducted at prevalent daily rates at the time of occurrence.</p> <p><b>2.4 Extension of Audit:</b> Audits may need to be extended due to the nature of the findings of the Auditors. Such situations are not covered by the quotation, and may result in extra charges. The Lead Auditor will discuss these situations with the client before any action is taken.</p> <p><b>2.5 Working Conditions:</b> The client shall provide safe and unrestricted access to pertinent work area to TÜV South Asia's auditors at all times. Failure to do so, and delays caused due to no fault of TÜV South Asia auditors may result in an "extension of audit".</p> <p>2.6 The contractual services of TUV shall be deemed as having been furnished and completed with preparation of the respective audit reports.</p> <p><b>3. Deadlines, Delay, Impossibility of Performance</b></p> <p>3.1 The order periods indicated by TUV shall not be binding unless they are expressly agreed upon in writing.</p> <p><b>3.2 Scheduling and Rescheduling of Dates:</b> Dates for on-site audits must be scheduled at least 4 weeks prior to the audit. The dates cannot be rescheduled without minimum 3 weeks advance notice. If the client re-schedules the audit without the requisite advance notice, then the client may be liable to compensate TÜV South Asia for any lost service charges.</p> <p><b>4. Complaints and Appeals</b></p> <p><b>4.1 Complaints:</b> Any complaints can be addressed to "The Complaint Manager, TÜV South Asia Pvt. Ltd., 321, Solitaire Corporate Park, Andheri (E), Mumbai 400 093."</p> <p><b>4.2 Appeals:</b> Appeals against unsatisfactory resolution of any complaint can be addressed "The Head of Certification, TÜV South Asia Private Limited, 321, Solitaire Corporate Park, Andheri (E), Mumbai 400 093."</p>	<p><b>5. Liability</b></p> <p>Except in cases of intention and gross negligence, bodily injury or liability in accordance with product liability law, any other claims asserted on the part of the customer for direct and indirect damages – for whatever legal reason whatsoever – in particular, claims for payment of damages because of violation of duty or unlawful acts and compensation for damage which has not occurred on the subject of the order itself shall be excluded. This shall also apply to the personal liability of TUV staff, their executing aides and, in particular, experts.</p> <p><b>6. Terms of Payment and Prices</b></p> <p><b>6.1 Validity:</b> Quotations are valid for 6 months. For continued validity of a quotation, execution of the work must begin within six months of order acceptance unless a specific waiver is granted by TÜV.</p> <p>6.2 Appropriate advances on costs may be required and/or partial invoices may be submitted in accordance with services already furnished.</p> <p><b>6.3 Basis of Quotation:</b> This quotation is based on the information provided by the client in the Audit Application Questionnaire. The quotation is only valid for the scope, size of company, etc. that has been indicated in the Questionnaire. If there are deviations from this information, the charges may need to be altered accordingly.</p> <p><b>6.4 Travel &amp; Sojourn:</b> Quotations do not include travel, boarding, &amp; lodging costs unless explicitly specified. Travel &amp; Sojourn costs will be charged at actuals. All efforts will be made to use local auditors throughout the contract, in which case only conveyance costs will be charged at actuals. Travel &amp; Sojourn costs are shown separately in the invoice.</p> <p><b>6.5 Payment Terms:</b> For initial audits the invoices will be issued after completion of each stage shown in the quotation, as well as for surveillances or renewal audits. Invoices must be settled within 30 days, unless differently specified. All payments must be made through Bank Transfer. V.T.A. at the time of service shall be additional and shown separately in the invoice.</p> <p>6.6 If the company wants to withdraw from a planned activity, this must be done at least 20 working days before the arranged (and confirmed in writing) audit, otherwise TÜV may charge the price indicated in the Order confirmation. In case of contract interruption for any reason, the company receives from TÜV an invoice with reference to the services supplied up to the date of interruption. In case of rescission of a contract (by a company already certified) during a surveillance or renewal activity, the company must communicate the rescission of contract at least 4 months in advance. Otherwise TÜV may charge the cost of the activity. After the final contract has been signed, generally it cannot be modified; nevertheless TÜV has the right to review contractual documents, if it discovers changes to the conditions declared by the company itself.</p> <p><b>7. Obligation to Maintain Secrecy, Copyright, Data Privacy Protection</b></p> <p>7.1 TUV shall be authorised to make file copies of written documents, which have been made available to it for review and which are important for processing the order.</p> <p>7.2 Insofar as audit reports are prepared in the course of processing the order and which are subject to the protection of copyright, then TUV shall grant the customer a simple, non-transferable right to use to the customer, insofar as this is necessary and in accordance with the contractually presupposed purpose. Other rights shall not be transferred; in particular, the customer shall not be entitled to modify (edit) audit reports or to make use of such outside of his business premises.</p> <p>7.3 TUV, its staff and any experts which may be called in shall not be disclose and use trade and business matters about which they have gained knowledge of during the performance of their work without proper authorisation.</p> <p><b>8. Jurisdiction, Place of Performance, Applicable Law</b></p> <p>8.1 The place of performance for any obligations arising out of this contract shall be Mumbai, the principal place of business of TÜV South Asia Private Limited.</p>
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