



Terms and conditions
Gütegemeinschaft Schlösser und Beschläge e.V.
Testing Institute Locks and Hardware Velbert PIV
PIV CERT Certification Associations

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1. Contracting partners / scope

- 1.1. These terms and conditions apply to all business relationships established by Gütegemeinschaft Schlösser und Beschläge e.V. and its institutions/internal departments Testing Institute Locks and Hardware PIV and PIV CERT Certification Associations (hereinafter referred as the “Contractor”) with its clients (hereinafter referred as the “Client(s)”).
- 1.2. The separate Testing and Certification Regulations also apply to the issue and use of certificates and to the use of the PIV CERT mark. The latest version of these regulations is available for download from the website of the Testing Institute Locks and Hardware PIV.
- 1.3. These terms and conditions only apply to Clients that are entrepreneurs (Section 14 of the German Civil Code [*Bürgerliches Gesetzbuch* (BGB)]). Statutory provisions (Section 13 BGB) apply to consumers.
- 1.4. Terms and conditions of the Client that deviate from these terms and conditions shall only become integral parts of the contract if they are recognised explicitly by the Contractor in writing.
- 1.5. Unless the Client notifies the Contractor within fourteen calendar days of order confirmation to object to these terms and conditions, they shall be considered accepted.

2. Orders

- 2.1. Orders shall only be deemed accepted by the Contractor after a written order confirmation has been issued.
- 2.2. Changes or individual agreements of any kind shall only be valid once confirmed by the Contractor in writing.
- 2.3. Information provided verbally, by telephone or by fax shall not be binding; the Contractor may issue written confirmation if so requested.
- 2.4. Force majeure or unavoidable circumstances shall release the Contractor “wholly or in part” from the obligation to execute the order.
- 2.5. Promised deadlines are non-binding. Deadlines that are necessary for particular purposes must be agreed upon separately. The period required for executing the order shall not begin until all necessary documents have been submitted by the Client.
- 2.6. The Contractor shall not be liable for errors resulting from documents and data submitted by the Client (drawings, samples, material/product data and the like) or for any consequential errors and/or damage attributable to any such errors.



- 2.7. Whenever advance payment has been agreed upon concerning some or all of the order fee, the Contractor shall be entitled to refrain from executing the order until payment has been received.
- 2.8. Should the Contractor submit to the Client forms for entering necessary data to specify/describe the object of the order (e.g. sample/product, management system, construction project) or should the Contractor request documents from the Client, the Contractor must submit to the Client all of the completed forms and/or documents as quickly as possible – no later than by the agreed-upon deadline.
- 2.9. In the event that forms or documents are submitted incompletely or late, the Contractor shall be entitled to cancel an agreed-upon deadline for rendering a service and to invoice the Client for any damages incurred by this.
- 2.10. If the documentation required by the Contractor for rendering the service is incomplete due to the incomplete submission of data/documents by the Client, the Contractor will not accept liability in regard to the usefulness of this documentation for its originally intended purpose.

3. Third-party services

The Contractor ordinarily has its own specialist staff render its services. However, it also has the right to involve suitable/competent third parties (service providers / subcontractors) in the rendering of its services where necessary. The Client will be notified accordingly in such cases. The Contractor shall remain the Client's sole contracting partner notwithstanding.

4. Test samples / specimens

- 4.1. The Client must submit the samples required for conducting laboratory testing as per the Contractor's specifications. Whenever additional samples are needed for validating the test results, the Contractor reserves the right to request them from the Client at no charge.
- 4.2. The Client must deliver the samples to the Contractor free of charge and with duty paid. The Client must complete all customs formalities for international deliveries. The risk and costs for carriage and transport of documents or samples to and from the premises of the Contractor along with the costs of any necessary disposal measures shall be borne in full by the Client.
- 4.3. The Client must inform the Contractor in good time – at the time the order is placed if possible – concerning what is to happen to the sample after completion of the testing or assessment. If the Client does not make a statement in this regard, the provision set out in section 4.9 of the terms and conditions will apply.



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- 4.4. The Contractor will not accept any liability for information provided by the manufacturer in regard to samples. It will merely be checked for plausibility. Reserve samples may be kept for evidential purposes relating to the samples, e.g. for expert opinions. However, the storage obligation rests with the Client.
- 4.5. During this period of storage, the Contractor shall only be required to provide the same duty of care it would apply to its own matters of a similar nature (Section 690 BGB).
- 4.6. The Client is hereby aware and agrees that the destruction of a sample may be necessary to identify and trace the test result, even if the test itself is usually non-destructive. As a rule, even non-destructive tests may cause damage to samples, such as scratches and the like.
- 4.7. It may be necessary for the use of the test report to be made conditional on the Client keeping a reserve sample. The Contractor always advises the Client to keep a reserve sample for the entire period in which the test report will be used.
- 4.8. Insofar as a third party exercises any rights against the Contractor in regard to the test material, the Client must hold the Contractor harmless of claims and costs of any kind and in any amount. The Client shall pay the costs of the return shipment and disposal of test material. The Contractor will not accept liability for transport.
- 4.9. Storage of samples by the Contractor:

The following provisions apply to the safekeeping of samples and/or unused test material after completion of the testing (by sending the test documentation or in cases of unscheduled termination):

- The Client shall be obliged to retrieve samples and/or unused test material within 4 weeks after completion of the testing. The Client must coordinate the retrieval date with the Contractor. If the Client neglects to retrieve the items within this period, the test material shall become the property of the Contractor, and the Contractor shall be entitled to avail itself freely of these items. The Client shall pay the costs of the return shipment or disposal of test material.
- Whenever the Client informs the Contractor of a retrieval date that is after the 4-week period (no later than by the end of the 4-week period after completion of the testing), the Contractor shall store the samples and/or unused test material even beyond the 4-week period. In such cases, the risk of coincidental loss/destruction/damage shall be transferred to the Client at the end of the 4-week period. Moreover, the Contractor shall be entitled to charge a reasonable storage fee, which will depend on the size of the samples and test material as well as on how much storage space is required. During this period of storage, the Contractor shall only be required to provide the same duty of care it would apply to its own matters of a similar nature.



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- If the Client neglects to retrieve the items despite having announced its intention to do so, the Contractor shall be entitled to avail itself freely of the samples and/or the unused test material within 3 months after the completion of the testing and shall be authorised to dispose of samples and/or unused test material at the expense of the Client.
- PIV shall also be entitled to charge for storage costs whenever items are stored for more than 2 weeks during order processing for reasons that are not the responsibility of the Contractor, e.g. interruptions in testing due to the need to procure spare parts, etc.

4.10. Any required packaging will be priced based on the most economical prices and will not be taken back. The Client's transportation materials and packaging will be used to send back the samples or disposed of at the expense of the Client.

5. Increased / reduced scope of testing

The Contractor shall be entitled to increase or reduce the scope of testing whenever it appears necessary for the testing set out in the order. If the scope of testing exceeds the expectations of the Client and the test costs indicated in the order confirmation by more than 25%, the scope and price of the work will first be communicated to the Client in order to obtain its consent.

6. Test costs / remuneration

6.1. The test costs for a test order placed with the Contractor shall be established for the individual order based on the workload and will be subject to payment of the valid rate of value-added tax. If the rate of value-added tax changes while the contract is being executed, the valid rate when the final service is rendered shall apply.

6.2. The workload includes the following activities in particular:

- assembly and conversion of test equipment, including the necessary workshop activities and any other preparations
- testing of the sample itself, plus evaluation of the records, preparation of test reports, dismantling of the test equipment and general wrapping up
- conferences
- paperwork, including drafts, dictation and filing

6.3. Whenever services are rendered outside of the Contractor's premises, workload-based remuneration must be paid for the following as well:

- travel time during normal working hours or for which separate payment is made by the Contractor
- waiting time caused by the Client



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- 6.4. The Contractor will bill the Client for the test costs within 8 workdays following completion of the testing, even if it has not yet prepared the necessary documents during this period.
- 6.5. The Contractor shall be entitled to demand advance payment prior to the rendering of services or instalment payments for individual services as they are rendered. Whenever such payments are demanded, the total costs set out in the order confirmation will be invoiced after completion of the services, with due deduction of the advance payments and/or instalment payments.
- 6.6. In cases of premature termination for which the Contractor is not responsible (e.g. if the sample fails in a test or an audit is discontinued due to noncompliance by the Client, etc.), the Client shall be required to pay the complete test fee as set out in the order confirmation along with the fee for any documents (records/report). The Contractor will not issue a classification certificate in these cases. In cases of premature termination for which the Contractor is responsible, only the costs incurred until this time shall be charged on the basis of workload.

7. Cancellation or postponement by the Client

- 7.1. The Client must notify the Contractor in writing without delay if it is unable to meet a deadline that was agreed upon with the Contractor and reserved for the Client. The same shall apply if the Client wishes to cancel either part or all of an order.
- 7.2. Moreover, the Client shall be required to pay the following test costs (gross) in the event of postponement or cancellation (on a case-by-case basis):
- 30% if there are fewer than workdays until the agreed-upon date
 - 50% if there are fewer than 5 workdays until-upon the agreed date

The test costs calculated prior to order confirmation shall count as the test costs. If it was not possible to calculate test costs in the order confirmation, compensation shall be based on the costs that are ordinarily incurred for similar test activities.

- 7.3. The Client shall be required to pay 100% of the test costs if the notice of cancellation is received by the Contractor on the date of the deadline or if the Client allows the date of a deadline to pass.
- 7.4. Regardless of this, the Contractor shall be authorised to provide evidence for expenses incurred / for additional damages and demand compensation.
- 7.5. For deadlines that have been arranged externally (e.g. monitoring at the Client's production facility), all costs for services rendered by the Contractor that cannot be cancelled (e.g. flight bookings, hotel reservations, etc.) and that have been incurred up until the time of any cancellation or postponement shall be reimbursed in full, irrespective of the time of cancellation.



8. Terms of payment

- 8.1. The full invoice amount must be transferred with the invoice number specified to one of the accounts listed on the invoice. This amount must be transferred within the payment period indicated on the invoice (depending on the invoice date).
- 8.2. The Client shall automatically be in default of payment without further reminders or dunning notices if payment is not made within this period.
- 8.3. If the Client is in default of payment, the Contractor shall be entitled to charge the statutory amount of arrearage interest. The Contractor reserves the right to provide evidence of and assert additional default damage claims.
- 8.4. The Client shall pay all bank charges for payments made in foreign currencies plus the costs of payment transactions. The Client shall pay local taxes and charges.
- 8.5. It is not permitted to deduct early payment discounts except where agreed upon in an individual contract.
- 8.6. The Client shall not be entitled to offset claims with counterclaims that are contested by the Contractor. This shall not apply to the Client's counterclaims for additional costs associated with the rectification of defects and the completion of services based on a contract for work.
- 8.7. The Client shall only be entitled to exercise a right of retention if the counterclaim is based on the same contractual relationship.

9. Test findings / documentation

- 9.1. The Contractor will not prepare the test documentation until the Client has submitted all of the necessary documents and they have been classified by the Contractor as sufficient and/or complete. The Contractor reserves the right to charge for additional work that has not yet been remunerated.
- 9.2. The Contractor will prepare written documentation for the Client in accordance with the order. The type, content and scope of the documentation are defined by the issuing of the order in the order confirmation and by the intended purpose associated with it.
- 9.3. The Contractor will commission the translation of documentation into other languages upon request. The original German document will remain binding in these cases, however. The Client must bear all costs associated with the translation.
- 9.4. Expert opinions, test certificates and reports may only be published or duplicated without the Contractor's consent if neither their form nor their content have been changed.



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- 9.5. If the standards or other technical guidelines underlying the testing have changed, it is mandatory to obtain the Contractor's approval ahead of time.
- 9.6. The Contractor hereby informs the Client that it is only permissible to publish test documentation, result reports, confirmations and certificates in full. The reproduction of abridged versions of these documents is prohibited. Even a written notice concerning an expert opinion, test certificate or report will count as an abridged version.

10. Issue and use of certificates

The separate Testing and Certification Regulations shall also apply to the issue and use of certificates and to the use of the PIV CERT mark. The latest version of this regulation is available for download on the Testing Institution's homepage.

11. Recall and revision of test reports / certificates issued by PIV

The Contractor prepares its written documentation carefully and conscientiously. Whenever there are justified indications that the written documentation contains flaws, the Contractor is authorised – irrespective of the cause of the flaws – to recall the corresponding documentation. In such cases, the Client shall be obliged to suspend its use of the written documentation. From the moment the documentation is recalled or a revised version is provided, the Contractor will accept no further liability for the utilisation and use of the original/flawed written documentation. The Contractor shall be authorised to withdraw the written documentation.

Whenever there are justified indications that additional testing is necessary, the Contractor shall be entitled to implement this additional testing at the Client's expense.

12. Objections to the test results

Where the Client objects to the test result as communicated, the Contractor will check the result, the test apparatus and possibly the test methods. Should this check identify a deviation for which the Contractor is responsible, the Contractor will repeat the testing that was the subject of the complaint at its own expense. As a rule, the Client shall be entitled to request and pay for another test to check the results of the original test.

13. Confidentiality

- 13.1. The Contractor and the Client shall mutually undertake to maintain confidentiality in regard to the business and personal data belonging to the other party that has been obtained through the performance of the contractual activities.



13.2. This confidentiality obligation does not apply to the following:

- information that the respective party must disclose in order to comply with legal provisions (e.g. requests for information from courts and government agencies).
- inspection of the order documents by inspectors from the accreditation body
- documents prepared for the Client that are subject to mandatory publication (e.g. certificates, etc.)
- reporting to an arbitration board in the case of a complaint

14. Collection and use of data

14.1. Within the context of its operations as a testing, monitoring and certification body, the Contractor shall be obliged to store all data that is relevant to the order in an identifiable and traceable form. To this end, the data and information is collected and stored in digital and other forms.

14.2. The Contractor is authorised to use the data (e.g. sample descriptions) and results (e.g. test and classification values) obtained through rendering the services for its own purposes and in an anonymised form, e.g. for statistical surveys or technical analyses and assessments.

14.3. The Client shall be entitled at any time to object to such use of the data by the Contractor. The withdrawal of the consent according to the previous sentence must be submitted in writing to the offices of the Contractor.

15. Liability

The Contractor shall be liable for flawed testing or test results or in the conduct of testing and analyses inside and outside of the Testing Institute and for damages that are evidentially caused by demonstrably faulty certification decisions; however, it shall only be liable vis-à-vis a merchant when the contract involves the operation of a commercial business if such damages were caused by wilful in or gross negligence. The liability shall be restricted to compensation for direct damages incurred by actions of omissions in connection with performance of the contract. Liability shall not be extended to commercial damages incurred by deadline overruns. The Client must hold the Contractor harmless of any third-party claims to compensation in cases of unrestricted or restricted use of the test results.

16. Information concerning the Act on Alternative Dispute Resolution in Consumer Matters [Verbraucherstreitbelegungsgesetz (VSBG)]

The Contractor is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration tribunal.



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17. Place of jurisdiction, applicable law, binding language

- 17.1. Velbert is hereby agreed upon as the place of jurisdiction for all disputes concerning the contract between the Contractor and the Client, these terms and conditions or additional regulations applicable for the certification and monitoring body.
- 17.2. The laws of the Federal Republic of Germany shall apply exclusively to the execution of the contract and the enforcement of any claims.
- 17.3. These terms and conditions are available in German and English. The German version shall be valid and binding for the interpretation of these terms and conditions and in the event that there is any inconsistency between the German and English texts.