General Terms and Conditions (GTC)

of Schipper CertPers UG (limited Liability), Niermannsweg 11-15, D-40699 Erkrath

Wuppertal Local Court, HRB 31536, Management: Gabriele Dryden
VAT ID No. DE342364633

§ 1 General

1. Scope of Application

(1) These General Terms and Conditions apply to the conduct of audits and certifications in accordance with the SGU-Personal VAZ 2021 certification program - hereinafter referred to as "certification services" - which are provided by Schipper CertPers UG - hereinafter referred to as the "certification body" - on behalf of the client.

(2) Any general terms and conditions of business or purchase of the contracting party (customer) shall not apply and shall not become part of this contract, even if the certification body does not expressly object to them.

2. Contract Execution / Registration / Application

(1) The prices and certification offers published on the certification body's website do not constitute a binding offer on the part of the certification body. They may be withdrawn or modified by the certification body at any time prior to the express acceptance of the contracting party's (customer's) order.

(2) The contract is not concluded until the certification authority confirms the registration or application in writing (including confirmation by electronic means).

(3) The effective date of the contract is determined by the conclusion of the contract in accordance with Section 2.2.

(4) Although the certification body strives to adhere to the agreed-upon audit dates, it cannot guarantee that these audits will actually take place. In such a case, the certification body will notify the contracting party (client) and refund all payments already made.

3. Admission Requirements

(1) The certification body's certification procedures are open to any interested party who meets the qualifications required by the Testing and Certification Regulations. The interested party or participant is solely responsible for meeting the admission requirements. Claims arising from failure to meet the admission requirements are excluded.

(2) The certification body is required to verify that the participant meets the necessary eligibility requirements. To this end, the participant must submit the required documents upon request. The contracting party (client) is obligated to pay the examination fees even if the eligibility requirements are not met.

4. Implementation

(1) The personnel assessment is conducted in accordance with the SGU-Personal VAZ 2021 certification program, applicable legal requirements, and DIN EN ISO/IEC 17024.

(2) The use of subcontractors - in particular, auditors and interpreters - by the certification body to provide services does not require the client's consent.

(3) The certification body reserves the right to change examiners and/or change the location of the examination, provided that such changes do not fundamentally alter the purpose of the examination. There is no entitlement to have the examination administered by a specific examiner or at a specific examination site

• the application for inspection and certification, including all statements from the applicant and the client;

• these Terms and Conditions;

• the Examination and Certification Regulations for the examination and certification in accordance with the SGU-Personal VAZ 2021 Certification Program, available on the website of the personnel certification body Schipper CertPers UG at https://www.schipper-certpers.de under the "Terms and Conditions" section;

• the guidelines for the use of certificates, logos, and symbols;

• The fee schedule, available on the website of the personnel certification body Schipper CertPers UG at https://www.schipper-certpers.de under the "Download Center / Documents" section, as well as the policy on objections and complaints, available on the website of the personnel certification body Schipper CertPers UG at https://www.schipper-certpers.de under the "Objections and Complaints" section.

§ 2 Invalidity of the Client's Contractual Provisions

The Client's General Terms and Conditions shall not form part of this Agreement, even if they are not expressly rejected.

§ 3 Certification Program

The personnel certification body Schipper CertPers UG works with the SGU Personal VAZ 2021 certification program and is not the program owner itself. Schipper CertPers UG must ensure that the certification program can be continuously and systematically evaluated and validated by the program owner, VAZ e.V.

§ 4 Fees / Invoice / Payment

(1) The personnel certification body Schipper CertPers UG charges fees for its services. The fees are set forth in the fee schedule, which is available on the personnel certification body's website. Fees are charged even if the applicant did not take the exam, did not cancel their participation at least 2 weeks before the exam date, or failed the exam.

(2) The customer agrees to receive invoices electronically by filling out the designated fields "Email Address for E-Invoices" and "Format Selection" in the application. Electronic invoices are sent to the customer via email in the XRechnung or ZUGFeRD formats, along with an additional PDF file compliant with the EN 16931 series of standards. For more information on the ZUGFeRD invoice format, visit www.ferd-net.de.

(3) Invoices are generally due immediately upon receipt, unless otherwise agreed. In the event of late payment, the certification body is entitled to charge late payment interest in accordance with § 288 of the German Civil Code (BGB).

§ 5 Confidentiality

(1) The personnel certification body Schipper CertPers UG treats the information and data obtained during the certification process as strictly confidential. Disclosure to third parties requires the prior written consent of the applicant or certificate holder.

(2) Paragraph 1 above does not apply with respect to

• the obligation of the personnel certification body Schipper CertPers UG to provide third parties, upon request, with information regarding the validity of SGU certificates, in accordance with the requirements of the SGU-Personal VAZ 2021 certification program.

• the inclusion of certificates in a potentially public certificate database maintained by the personnel certification authority, in order to confirm the authenticity of and build trust in the certificates we issue to third parties. A public certificate database maintained by Schipper CertPers UG is not yet active for data protection reasons.

• a legal, court-ordered, or regulatory obligation to disclose information.

(3) The personnel certification body Schipper CertPers UG is authorized to retain copies of the written documents that have been made available to it for review or provided to it for the purpose of carrying out the assignment for its own records.

(4) The personnel certification body Schipper CertPers UG is authorized to allow assessors from the accrediting body to review the examination records and observe the examinations.

§ 6 Privacy Policy

(1) The personnel certification body Schipper CertPers UG processes personal data for the proper fulfillment of contracts and, in all other cases, only for permitted purposes.

(2) The personnel certification body Schipper CertPers UG takes the necessary technical and organizational measures and ensures compliance with the provisions of the General Data Protection Regulation and the Federal Data Protection Act.

§ 7 Limitations of Liability and Disclaimer

(1) Schipper CertPers UG has unlimited liability:

• in cases of fraud, willful misconduct, or gross negligence;

• under a warranty that it has expressly assumed;

• for damages resulting from death, bodily injury, or harm to health;

• in accordance with the provisions of the Product Liability Act.

(2) In the event of property damage or financial loss caused by Schipper CertPers UG through slight negligence, Schipper CertPers UG shall be liable only in the event of a breach of material contractual

obligations, and the amount of liability shall be limited to the damage that was foreseeable at the time the contract was concluded and that is typical for this type of contract. An essential contractual obligation is an obligation whose fulfillment is essential for the proper performance of a contract and on whose compliance the contracting parties may reasonably rely.

(3) In all other respects, Schipper CertPers UG shall not be liable.

(4) The foregoing liability provisions apply mutatis mutandis to the conduct of, and claims against, employees, legal representatives, and agents of Schipper CertPers UG.

§ 8 Statute of Limitations

All claims, with the exception of claims for fees, are subject to a one-year statute of limitations, which begins on the statutory commencement date. This does not apply to liability for damages resulting from willful misconduct or gross negligence, or to damages resulting from injury to life, limb, or health, or from a breach of material contractual obligations.

§ 9 Text Format

All notifications, statements, etc., that the applicant and/or the exam candidate are required to submit must be sent in writing to the personnel certification body Schipper CertPers UG, Niermannsweg 11-15, D-40699 Erkrath.

§ 10 Requirements Regarding the Form of Explanations

Agreements, collateral agreements, commitments, and all other arrangements and statements, as well as the communication of all results obtained in the course of service provision, are binding only if they are confirmed in writing by the personnel certification body Schipper CertPers UG. This also applies to any amendment to this clause.

§ 11 No Side Agreements

No verbal side agreements have been made.

§ 12 Applicable Law

This contract is governed by German law, to the exclusion of the conflict-of-laws provisions of private international law and the United Nations Convention on Contracts for the International Sale of Goods.

§ 13 Continued Validity of the Rest of the Contract in the Event a Provision Is Invalid

If any provision becomes invalid or unenforceable for any reason, the remaining provisions of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by another provision that achieves the same purpose.

Erkrath, November 17, 2026