



General Terms and Conditions

General Terms and Conditions of VdS Schadenverhütung GmbH for rendering services by the departments Inspection Services and Risk Management

1 Scope

1.1 These General Terms and Conditions apply to rendering of inspection services by the department Inspection Services and to rendering of services by the department Risk Management of VdS Schadenverhütung GmbH (hereinafter referred to as „services“).

1.2 Failing special agreements in a particular case, any contract concluded with VdS shall be based exclusively on these General Terms and Conditions. Placing the order, the client consents to the validity of these General Terms and Conditions.

1.3 A contract with VdS is considered to be concluded only when the client has completed and signed the application form and submitted this to VdS and VdS does not object to the client's application within five business days from its receipt or if the client accepts a quotation by VdS without reservation. Any changes in VdS quotations or the application form made by the client become binding only with written confirmation of the order by VdS.

2 Assessment bases for the services

2.1 All services are rendered to the best of knowledge, as is state of the art, in compliance with applicable laws, and in accordance with good engineering practice. The services are effected on the basis of applicable guidelines, laws, regulations, and other documents agreed upon.

2.2 Unless stipulated otherwise, the services shall be based on the guidelines as amended at the time of order placement.

2.3 If it is stipulated that the VdS Guidelines shall be used as basis, those can be consulted at VdS or ordered to be sent by mail against corresponding charge.

3 Duty to inform and declaration of consent for inspection services rendered by the department Inspection Services

3.1 The client - irrespective whether this is the building owner / property developer or the operating party or not - knows that VdS when inspecting fire protection systems may be obliged, e.g. by regulations under public law, to report to the corresponding authorities: inspection results, deficiencies, time limits to correct deficiencies, and in the following, information about the correction of deficiencies or failures to correct deficiencies detected in the inspected system. As far as the client uses inspection reports by VdS within the scope of insurance contracts, VdS furthermore could be obliged to report to the insurance company on the course of the correction of any deficiencies. The client declares its consent in this regard.

3.2 The client allows VdS to inform the operating party about any existing deficiencies for which the owner or building owner / property developer is liable. Furthermore, the client - unless this is the building owner / property developer or the operating party - shall be obliged to report the inspection result immediately to the building owner / property developer or operating party. Approval inspections based on the sampling procedure within the scope of the approval procedure for installers of FDAS or SHEVS shall remain unaffected.

3.3 The client knows that VdS shall - within the scope of its duty to inform and irrespective of the above provisions - immediately report any deficiencies detected, which expose human beings to direct danger or adversely affect proper functioning of the system, to the owner or building owner/property developer, operating party, insurer, or authority in charge.

4 Contract period for revision inspections

The parties to the contract agree on regular inspections for an indefinite period unless applied for otherwise in the application form. This stipulation can be terminated by giving a 3 months notice expiring at the end of a calendar year.

5 Liability

5.1 For an examination of project data of fire protection systems, VdS gives no warranty for determination of significant project requirements even if the inspection is based on such data transmitted. The same applies to the realisation as required in planning of the project data subject to examination.

The same applies to potential deficiencies of the installed fire protection system as far as the examination of the project data is not the cause of the deficiencies.

5.2 Should VdS render insufficient services, the client shall give VdS at least two opportunities to satisfy the requirements within reasonable periods of time, unless this is a burdensome charge in a particular case or extraordinary circumstances justify, upon balancing of both parties' interests, immediate termination of the contract by the client. Claims for damages on the part of the client can only be based on Section 5.3.

5.3 VdS shall be liable for damage – for whatever reasons – only in cases of

- intent and gross negligence;
- culpable fatal and personal injury or damage to health;
- deficiencies which have been concealed fraudulently and/or if the existence or non-existence of certain characteristics have been guaranteed.

In the event of a culpable violation of vital obligations of the contract, i.e. those obligations on the fulfilment of which to properly perform the con-

tract the client trusts and may trust, VdS shall be liable even in the case of slight negligence; the liability here shall be limited to the contract-typical, reasonably foreseeable loss.

The above liability provisions apply to both, liability for own fault and liability for fault by a vicarious agent of VdS.

Any further claims, particularly claims for damages by the client – no matter for which legal reasons – shall be excluded.

5.4 The client's claims due to faulty delivery become statute-barred after one year. This period of time starts at the day when the client receives the inspection report or the report and/or comments in writing. This does neither apply to claims due to intentional or grossly negligent conduct of VdS or the latter's vicarious agents, nor to claims for damages due to culpable fatal and personal injury or damage to health; those become statute-barred upon expiry of the statutory period of limitation.

6 Costs, consequence of failure to observe appointments for reasons for which the client is liable

6.1 Invoicing of the inspections is based on the VdS fees applicable at the time of order placement. On request, VdS submits a quotation to the client with detailed performance description.

6.2 Invoicing of risk analyses is based on the fee agreed on in advance.

6.3 The invoiced amount becomes due net 14 days upon receipt of the invoice. If we have got direct debit authorisation, we will debit the invoiced amounts.

6.4 If an appointment at the client's cannot be carried out at all or as agreed upon for reasons the responsibility of which lies with the client and if the client does not notify VdS in due time of this fact, VdS reserves the right to invoice separately an amount of € 195.00 or if costs are higher, the travelling expenses, unless the client demonstrates that VdS has incurred no loss or only minor loss. Other claims for damages on the part of VdS remain unaffected.

7 Objections and complaints

7.1 Objections to results or decisions by Inspection Services or Risk Management shall be submitted in writing by the objecting party to the head of the corresponding department. Submission, investigation into, and decision on the objections are not to the prejudice of the objecting party. Receipt of an objection shall be confirmed in writing. If required and adequate to the procedure, the objecting party receives progress reports as well as a result report in writing to formally terminate the objection procedure. Should the objecting party be dissatisfied with VdS' decision regarding the objection, it may have recourse to law.

7.2 Complaints regarding activities of Inspection Services or Risk Management shall be submitted in writing by the complaining party to the head of the corresponding department. Receipt of a complaint shall be confirmed in writing. If possible, required, and adequate to the procedure, the complaining party receives progress reports as well as a result report in writing to formally terminate the complaints procedure. If the parties - VdS and complaining party - fail to reach agreement upon assessment of the complaint, the parties may apply to a complaints committee appointed by the certification advisory board of VdS.

8 Miscellaneous

8.1 The client

- allows the contractor and if required the office, which VdS has accredited in accordance with DIN EN ISO 17020, unconditional access to the fire protection systems and all rooms important for rendering of services;
- appoints a chief responsible employee who will accompany the VdS employees during rendering of services at the contractor;
- agrees to have the given and determined data electronically saved and processed and undertakes to immediately inform on any changes.

8.2 If the client is not the owner / building owner / property developer or operating party, the above shall apply mutatis mutandis as to the contract to be performed.

8.3 In the execution of the contractually agreed services, VdS will ensure compliance with the regulations of the BDSG, § 5 (German Federal Data Protection Act).

8.4 Any supplement to and changes of the contract shall be in writing to be effective.

8.5 If this contract exists in German and another language, the German version shall be binding for interpretation of the contract.

8.6 Should any provision of this contract be or become invalid, this shall not affect the validity of this contract.

8.7 Place of venue shall be Cologne/Germany. The substantive law of the Federal Republic of Germany, excluding the conflict of laws provisions, shall apply.



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