

General terms and conditions for the examination and certification of people

DVS-PersZert

in the German Welding Society (DVS)

Aachener Straße 172, 40223 Düsseldorf

1. General and area of application

1.1 These general terms and conditions will apply to the execution of examination and certification procedures for people by DVS-PersZert.

In each case, these general terms and conditions will only be applicable in connection with the respective chosen examination and certification regulations as well as with the corresponding examination and certification programmes of DVS-PersZert.

1.2 On the part of DVS-PersZert, exclusively the head office of DVS-PersZert or a training center approved by DVS will be authorised to issue legally binding declarations of intent.

1.3 Below, the applicants to be examined or certified are designated as candidates. For reasons relating to better readability, functional designations are not specified in both female and male forms. Irrespective of the wording, all the functional designations are to be understood as both female and male forms.

2. Object of the application

2.1 After the candidate has submitted the completely filled-in application form, a contract relating to the execution of a examination or certification procedure will be concluded on the basis of the written declaration of intent of DVS-PersZert or a training center approved by DVS. The object of the granted order will be the execution of the procedure(s) designated there.

2.2 DVS-PersZert will reserve the right to decide about the execution and crucial circumstances of examination and certification procedures (number of candidates, place, time and miscellaneous conditions) at its own discretion.

3. Submission of the application

3.1 The application must be addressed exclusively to the head office of DVS-PersZert or to a training center approved by DVS.

3.2 In so far as DVS-PersZert calls upon any external bodies, this will only relate to the formal contract processing and supporting activities, e.g. during the execution of an examination which may be required. Exclusively DVS-PersZert will be responsible for examination and certification.

3.3 In the application, the candidates must prove the admission prerequisites demanded there and, if necessary, additionally by the set of rules in question.

3.4 DVS-PersZert will check the completeness and formal correctness of the registration documents as well as the existence of the admission prerequisites.

4. Qualification testing

4.1 At its reasonable discretion, DVS-PersZert will organise qualification tests in such a way that,

in accordance with the programme in question, the competence of the candidates can be assessed, for example, by written, oral, practical, observing or other reliable and objective means.

4.2 Details of the examination sequence will be governed either by the DVS-PersZert examination regulations chosen by the candidate or by the examination programme.

4.3 DVS-PersZert or a training center approved by DVS will provide the candidate with written notification of examination dates and locations in a suitable form.

4.4 DVS-PersZert will reserve the right to cancel any announced examinations because of an insufficient number of participants or for miscellaneous important reasons (e.g. illness of examiners or force majeure). The assertion of any compensation claims of the candidate will be excluded in these cases. Here, any fees already paid will be refunded by the invoicing body in so far as the candidate does not wish to take part in the examination on the substitute date.

4.5 Within an appropriate period after the examination date or the submission of the application, DVS-PersZert will decide about the issuing of a examination certificate to the candidate.

5. Certification

5.1 Exclusively DVS-PersZert will decide about the certification exclusively on the basis of the information collected during the certification process.

5.2 The certification may only be issued when all the certification requirements are satisfied.

5.3 Details of the certification sequence will be governed either by the DVS-PersZert certification regulations chosen by the candidate or by the certification programme.

5.4 Within an appropriate period after the certification date or the submission of the application, DVS-PersZert will decide about the issuing of the certificate to the candidate.

6. Preservation of independence and impartiality and avoidance of conflicts of interests

6.1 DVS-PersZert will guarantee the separation of education, examination and certification and the independence with regard to all the questions relating to the certification and will provide procedures in order to avoid any conflicts of interests in the best possible way.

6.2 In a public declaration, DVS-PersZert has undertaken to treat applicants, candidates and certified people in a fair and impartial way (www.dvs-perszert.de).

7. Appeals and complaints

7.1 Appeals against the result of an examination or certification decision and complaints about any boundary conditions at all in the field of the examination and the certification will be possible within a period of four weeks (www.dvs-perszert.de).

8. Storage, processing and publication of the candidates' data

8.1 DVS-PersZert will only publish personal data if, in his application, the applicant has provided his express and written agreement to the disclosure of his personal data.

8.2. DVS-PersZert will only notify third parties of the applicants' data in so far as a justified interest in information is proven.

8.3 If there are any doubts about the content-related correctness of data, DVS-PersZert can block or delete this.

9. Fees / terms of payment

9.1 The customers will recognise the fees of DVS-PersZert or the educational establishment approved by DVS.

9.2 Invoices must be settled within the agreed period without deduction.

9.3 Default interest amounting to 5.0 percentage points about the base interest rate of the ECB in question (Section 288, Paragraph 1 of the Civil Code) may be charged in the event of any default in payment.

9.4 DVS-PersZert or the educational establishment approved by DVS will be entitled to make the initiation of any further qualification testing actions dependent on the settlement of any previous invoices.

9.5 Until all the debts have been discharged, DVS-PersZert will be entitled to a right of retention with regard to any documents, examination certificates and certificates to be handed over.

10. Confidentiality

10.1 All the information which is revealed to DVS-PersZert and/or to the training center approved by DVS and is not intended to be disclosed to any third parties will be treated confidentially.

10.2 The documents submitted for the examination and the certification will remain in the possession of DVS-PersZert or the training center approved by DVS. The training centers approved by DVS will be obliged to confidentiality to an equal extent.

11. Liability

11.1 Any claims of the candidates against DVS-PersZert, particularly for compensation for damage which has not been caused directly by the examination and/or the certification themselves/itself will be excluded. This exclusion of liability will not apply to intent, gross negligence on the part of DVS-PersZert or the culpable infringement of essential contractual obligations.

11.2 As far as the amount is concerned, the liability of DVS-PersZert will be restricted to the

foreseeable damage typical of the contract but the maximum total will be restricted to 50 times the agreed fee in this respect.

11.3 No quality statement extending beyond the relevant qualification testing and certification procedures can be derived from the issuing of an examination certificate or a certificate.

12. Guarantee

12.1 If the qualification testing and/or the certification cannot be carried out at all or in the intended way for reasons for which DVS-PersZert is culpable, the candidate will grant DVS-PersZert the right to provide a remedy within an appropriate period.

12.2 If the remedy fails, the customer will, after prior written notification, have the right to reject the continued rendering of the service and to withdraw from the contract or to demand a decrease in the agreed remuneration.

13. Partial ineffectiveness and text form

13.1 The law of the Federal Republic of Germany will apply to these terms and conditions as well as to the legal relationships between DVS-PersZert and the customer. The place of jurisdiction will be Düsseldorf in so far as the customers are merchants in the sense of the Commercial Code, legal entities under public law or special funds under public law.

13.2 No verbal ancillary agreements exist. Contractual agreements as well as their amendments and supplements or annulment will require the text form for their effectiveness. The contract language will be German.

13.3 Should any provision in these terms and conditions or a provision within the framework of supplementary agreements be or become ineffective, then this will not affect the effectiveness of all the other provisions or agreements. In order to replace them or to close any contractual gaps, those arrangements which the parties would have made with comparable economic objectives of the contract if they had recognised the gap in the arrangements should be made.

14. Coming into force

With the consent of the Executive Council of DVS dated April 23, 2016, these general terms and conditions will come into force on July 1, 2016.