General Terms and Conditions – GTC – of GTÜ mbH – Technical Service (GTÜ-TD)

As at: 09/2026

1. Scope of application/validity

1.1 The following General Terms and Conditions (hereinafter referred to as "GTC") apply to all services and ancillary services (in particular testing, consultancy and expert assessment activities, such as those carried out in the context of type and individual approval tests and the testing of small batch series in accordance with the EC Vehicle Type Approval Regulation or other national or European approval and conformity procedures, hereinafter referred to as "tests") provided by the Technical Service of GTÜ Gesellschaft für Technische Überwachung mbH (hereinafter referred to as "GTÜ"), which is designated in accordance with DIN 17020 and DIN 17025.
Decisions involving the exercise of public authority (e.g. the granting or refusal of a licence) are taken exclusively by the competent authority; GTÜ is under no obligation to issue an official decision.

1.2 These Terms and Conditions apply equally to consumers and business operators. For the purposes of these General Terms and Conditions, (i) a "consumer" is any natural person who concludes the contract for a purpose that cannot be attributed to their commercial or self-employed professional activity (§ 13 of the German Civil Code (BGB)) and (ii) a "business operator" means a natural or legal person, or a partnership with legal capacity, who, at the time of concluding the contract, is acting in the course of their commercial or self-employed professional activity (§ 14 Para. 1 of the German Civil Code (BGB)).

1.3 GTÜ's Terms and Conditions apply exclusively. Any additional, conflicting or differing terms and conditions of the client shall not form part of this contract unless GTÜ expressly agrees to their validity in writing. This also applies to the removal of this requirement for the agreement to be in writing. This applies in particular to statements and undertakings made by employees, vicarious agents and authorised signatories (hereinafter referred to as "AS") of GTÜ. This shall not affect individual agreements as defined by Section 305b of the German Civil Code (BGB).

1.4 These Terms and Conditions shall also apply to all future orders placed by the client, provided that the client was made aware of their applicability at the time the contract was concluded or had the opportunity to familiarise themselves with them in any other reasonable manner.

1.5 Any rights to which GTÜ is entitled under statutory provisions or under other agreements in addition to these General Terms and Conditions remain unaffected.

2. Conclusion of the contract, cost estimate

2.1 Enquiries made by the client by post, e-mail, telephone or verbally are non-binding. They merely constitute a request to GTÜ to submit a binding offer to the client for the conclusion of a contract.

2.2 GTÜ shall submit an offer to the client, based on the information provided by the client, setting out the services to be provided by GTÜ; this offer shall be provided at least in writing (e.g. by e-mail). The offer is binding for GTÜ. The contract is concluded when the client accepts the offer by post, e-mail or telephone within two weeks of receipt, or, if a longer acceptance period is specified in the offer, within that acceptance period. In individual cases, the contract may also be concluded where GTÜ makes an offer to the client verbally or by telephone and the client accepts this offer verbally or by telephone.

2.3 Any amendments or additions to orders, as well as ancillary agreements, must be confirmed by GTÜ at least in writing (e.g. by e-mail). In individual cases, confirmation from GTÜ may also be given verbally or by telephone.

2.4 GTÜ is not obliged to provide a cost estimate. Invoicing is based on the services provided; any information regarding cost frameworks is non-binding. If, in the course of providing the service, it transpires that the actual costs exceed the amount estimated in advance by more than 15%, GTÜ will inform the client accordingly. In this case, the client is entitled to terminate the contract. In the case of work performed, this right of termination applies at the latest until the work has been accepted; in the case of services, it applies at the latest until the service has been accepted. If the client does not exercise this right of termination, the client shall be obliged to pay the remuneration invoiced.

3. Right to withdraw consent

As a consumer, you have a right of withdrawal provided that the statutory conditions are met (in particular for contracts concluded away from business premises and distance contracts) and provided that no statutory exclusion applies. The conditions and legal consequences of the right of withdrawal are set out in the right of withdrawal instruction below.

Right of withdrawal instruction

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date on which the contract is concluded.

To exercise your right of withdrawal, you must inform us (GTÜ Gesellschaft für Technische Überwachung mbH, Vor dem Lauch 25, 70567 Stuttgart) of your decision to withdraw from this contract by providing a clear statement (e.g. a letter sent by post, a fax or an e-mail).

You may use the attached model withdrawal form for this purpose, although this is not compulsory.

To comply with the withdrawal period, it is sufficient for you to send notification of your intention to exercise your right of withdrawal before the withdrawal period expires.

Consequences of withdrawal:
If you withdraw from this contract, we shall refund to you all payments we have received from you, including delivery costs
(with the exception of any additional costs arising from your choice of a delivery method other than the cheapest standard delivery option we offer), without delay and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. For this refund we will use the same payment method that you used for the original transaction, unless we have expressly agreed otherwise with you; under no circumstances will you be charged any fees in connection with this refund.

If you have requested that the services commence during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of your exercise of the right of withdrawal in respect of this contract, compared with the total scope of the services provided for in the contract.

– End of the right of withdrawal instruction –

4. GTÜ's services, scope of services and service delivery

4.1 GTÜ shall carry out the agreed services in accordance with the recognised state of the art and in compliance with the regulations in force at the time the contract is concluded.

4.2 The scope of services and the service fees charged by GTÜ shall be determined exclusively by the offer or, if an offer has not been provided by GTÜ or if additions have been made to the offer, by GTÜ's order confirmation.

4.3 The tests are carried out by authorised signatories (AS) appointed by GTÜ, who conduct the tests on behalf of and for the account of GTÜ. The AS are persons appointed by GTÜ.

4.4 Where laboratory services are required for the performance of the tests, GTÜ is entitled to have these carried out by a subcontractor. The client will be notified of any subcontracting.

4.5 The parties agree that GTÜ is under no obligation to deliver specific results in terms of content. It is solely the client's responsibility to draw conclusions from GTÜ's findings.

5. Obligations of the client to cooperate

5.1 The client shall provide GTÜ with all the information and documents required for the proper performance of the contract (in particular, specification sheets, test reports, expert reports, calculations, data, drawings and photographs) in a timely, complete and accurate manner, and free of charge. GTÜ must be informed immediately and without being specifically requested to do so of all events and circumstances which are recognisably relevant to the provision of the agreed service.

5.2 The client authorises GTÜ to carry out all actions required by regulatory authorities or by law for the performance of the contract, in particular taking photographs of vehicles, components and documents, and making copies of relevant documents.

5.3 Where, in the course of the provision of services, the client is required to cooperate in ways that go beyond the provision of information and documents, the client shall ensure that such cooperation is carried out in a timely manner and by suitable staff. The client shall bear all costs incurred as a result.

5.4 The client shall bear all additional costs incurred by GTÜ as a result of the client's failure to provide the necessary cooperation in a timely or proper manner, unless the client is not responsible for the failure to provide the necessary cooperation in a timely or proper manner. The same applies if the client fails to provide the necessary information and documents in the proper manner.

6. Deadlines, dates

Order deadlines and dates are only binding if they have been agreed at least in writing or confirmed by GTÜ at least in writing. The contract period shall commence, at the earliest, upon conclusion of the contract. If the client is required to provide documents and information (see 5.1), the agreed deadlines shall not commence until the documents or information have been provided in full. Order deadlines shall be extended as appropriate if the client fails to provide documents or information in full and on time.

7. Acceptance

Where a work-contract service is owed, GTÜ is entitled to submit self-contained parts of the service to the client for acceptance. The client is obliged to accept these, upon request by GTÜ, within a reasonable period of time, at least in writing.

Where no work-contract service is owed, the service shall be deemed to have been performed once the result of the work has been made available.

8. Prices, invoicing, terms of payment

8.1 For orders carried out by GTÜ, the prices quoted by GTÜ, to which the applicable statutory value-added tax is added, shall apply. No discounts are granted.

8.2 In the case of larger orders or where substantial out-of-pocket expenses are incurred, GTÜ is entitled to issue partial invoices in accordance with the scope of services already provided.

8.3 Invoices from GTÜ are payable within 30 days, unless other payment terms have been expressly agreed, at least in writing. Invoice amounts, including VAT shown separately, are payable in full without any deduction. Payments made by cheque, bill of exchange or bank transfer are not deemed to have been made until they have been finally credited. Any associated bank charges or other costs shall be borne by the client.

8.4 The client may only set off claims that are undisputed or have been established by a final and binding court judgement. Furthermore, the client may only
assert a right of retention if it is entitled to legally enforceable or undisputed counter-claims arising from this agreement.

8.5 In the event of late payment, the client, if it is a business operator, shall be liable to pay interest on arrears at a rate of 9 percentage points above the base rate per annum. If the client is a consumer, the interest on arrears shall be 5 percentage points above the base rate per annum. GTÜ is free to prove and claim higher damages for delay.

8.6 If the client is in arrears with the payment of invoices, including partial invoices, GTÜ may make the performance or continued performance of the contract conditional upon payment of the invoice. If the client remains in default with the payment of an invoice despite the granting of an additional period for payment, GTÜ shall be entitled to withdraw from the contract and/or – in addition to seeking performance – to claim damages.

8.7 In the event of reminders issued as a result of late payment, GTÜ may also charge the client a reminder fee of €20 per reminder.

8.8 GTÜ reserves the right to accept orders from customers who have experienced payment difficulties in the past, but only on condition of payment in advance.

9. Rights to the results of the work

9.1 All rights to the results of the work shall remain with GTÜ, unless otherwise agreed or unless mandatory statutory provisions stipulate otherwise.

9.2 The client may only use the services provided by GTÜ – in particular test reports, expert opinions and other documents – within the limits prescribed by law and for the purpose for which they were provided or issued in accordance with the terms of the contract.

10. Confidentiality, information security, data protection and data security

10.1 GTÜ shall treat the client's trade and business secrets, which come to its attention during the performance of the contract, as confidential for the duration specified by the relevant statutory provisions, and shall ensure that this is observed by the persons entrusted with the performance of the contract. This also applies to documents sent to GTÜ in writing or electronically for the purposes of executing the order, as well as to the results of tests and the content of expert reports.

10.2 The obligation of confidentiality under clause 10.1 shall cease to apply if trade or business secrets or other confidential information become generally known or readily accessible through no fault of GTÜ, or if GTÜ is obliged by law, by an administrative act or other legal instrument, or by a court judgement, or is requested by a public authority to disclose the confidential information; in such a case, GTÜ shall inform the client of the request, provided that there are no legal grounds preventing this. Furthermore, the obligation of confidentiality under clause 10.1 shall cease to apply in all cases where GTÜ is required to fulfil its obligations as a technical service in connection with its activities pursuant to Article 80 of Regulation (EU) 2018/858 and its information obligations pursuant to Article 81 of Regulation (EU) 2018/858.

10.3 GTÜ is authorised to process the information that comes to its attention whilst carrying out the contract to the extent that this is necessary for the proper provision of services, or has been contractually agreed, and complies with applicable legal provisions.

10.4 When handling information, its classification is always taken into account. If a classification has not been specified by the customer, the document shall be deemed "Confidential" in accordance with the GTÜ classification. Appropriate technical and organisational measures must be implemented.

10.5 GTÜ is entitled to make and archive copies or records of the documents provided to it in writing and electronically, and of the information supplied, for documentation purposes, insofar as this is necessary for the proper provision of services.

10.6 In the execution of the order, GTÜ shall comply with the statutory rules on data protection and data security.

11. Rights in respect of defects

Where a work-contract service is due and GTÜ has performed it defectively, GTÜ shall be entitled, at its discretion, to remedy the defect or to provide the service afresh in order to effect supplementary performance. Should the supplementary performance chosen by GTÜ prove unsuccessful, or should it be delayed beyond a reasonable period for reasons for which GTÜ is responsible, or should GTÜ be unwilling or unable to provide such supplementary performance, the client may, without prejudice to any claims for damages or reimbursement of expenses, at its discretion either remedy the defect itself or demand a reduction in the invoice or the rescission of the contract, provided in the latter case that GTÜ's breach of duty is not merely minor.

12. Limitation

The limitation period for the client's claims is one year. The reduction in the limitation period shall not apply to GTÜ's unlimited liability for damages arising from a breach of warranty or from injury to life, limb or health, for wilful misconduct and gross negligence, and for product defects, insofar as GTÜ has assumed a procurement risk or other mandatory statutory provisions preclude a reduction in the limitation period. If the client is a consumer, the statutory limitation periods remain unaffected.

13. Liability

13.1 GTÜ shall have unlimited liability
+ in the event of wilful misconduct or gross negligence,
+ for injury to life, limb or health,
+ within the scope of mandatory provisions of the German Product Liability Act,
+ for any guarantees given,
+ where GTÜ has assumed a procurement risk.

13.2 GTÜ shall only be liable for slight negligence insofar as material obligations arising from the nature of the contract and which are of particular significance for the fulfilment of the contractual purpose (what are known as cardinal obligations) have been breached. In the event of a breach of such obligations, delay or impossibility of performance, GTÜ's liability shall be limited to such losses as might typically be expected to arise within the scope of this contract.

13.3 GTÜ shall not be liable for any loss or damage incurred by the client as a result of measures taken by the authorities, in particular the KBA (German Federal Motor Transport Authority); in particular, it shall not be liable for any loss or damage arising from the suspension, restriction or withdrawal of the designation. This shall apply only in so far as the regulatory measure is not based on a culpable breach by GTÜ of obligations relevant to the designation.

13.4 GTÜ shall also not be liable for any damage arising from the fact that GTÜ's expert reports or other work results are wholly or partially withdrawn, revoked, amended or declared invalid as a result of changes in the law, new regulatory requirements or official orders, provided that this is not due to a culpable breach of duty on the part of GTÜ.

13.5 GTÜ accepts no further liability.

13.6 The above limitation or exclusion of liability also applies to the personal liability of GTÜ's employees, representatives, governing bodies and vicarious agents.

14. Termination

14.1 A fixed-term contract may only be terminated early before the end of its term for good cause.

14.2 A contract of indefinite duration may be terminated by giving three months' notice, with effect from 30 June or 31 December of any year. The parties' right to terminate the contract for good cause remains unaffected.

14.3 In particular, the client shall have good cause to terminate the contract if GTÜ breaches the standards for the performance of the contract set out in clause 4.1 above, despite having received a written warning at the least.

14.4 A valid ground for termination by GTÜ shall exist, in particular, if the client fails to fulfil its obligations to cooperate in accordance with clauses 5.1 to 5.3 despite a formal warning (at least in writing), or if it attempts, in an impermissible manner, to induce GTÜ to execute the contract in a manner that breaches statutory or other regulations, or if the client remains in default of payment despite the setting of an additional payment period (see 8.6).

14.5 If either party terminates this contract for good cause, GTÜ shall be entitled to remuneration for the services rendered up to the date of termination in accordance with the statutory provisions. The same applies if the contract is terminated by mutual agreement. Any further claims by the parties remain unaffected

14.6 Notice of termination must be given in writing at the very least; in the case of termination for good cause, the reason for termination must be stated.

15. Final provisions

15.1 Unless otherwise agreed, the place of performance for all claims arising out of or in connection with this contract shall be GTÜ's registered office.

15.2 All legal relationships with clients are governed by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

15.3 If the client is a merchant, a legal entity governed by public law or a special fund governed by public law, the exclusive place of jurisdiction for all disputes arising from the business relationship between GTÜ and the client shall be GTÜ's registered office. The latter is free to bring proceedings against the client at any other competent court.

15.4 The European Commission provides a platform for online dispute resolution (ODR). You can find the platform at https://webgate.ec.europa.eu/odr/. GTÜ is under no obligation to participate in dispute resolution proceedings before a consumer arbitration board, and, as a matter of principle, is not willing to do so.

15.5 Should any provision of these General Terms and Conditions be or become invalid or unenforceable, or should there be any omission, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision that most closely approximates the purpose of the invalid or unenforceable provision shall be deemed to have been agreed. In the event of any omission, the provision deemed to have been agreed shall be that which corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions, had the parties given the matter due consideration from the outset.

15.6 There is a German version and an English version of these Terms and Conditions. In the event of any discrepancies, the German version shall always take precedence.