

General Terms and Conditions

for examination and certification services of persons performed by TÜV SÜD PSB Pte Ltd.

Hereinafter, parties who contract with TÜV SÜD PSB Pte Ltd are referred to as "Clients", and TÜV SÜD PSB Pte Ltd, is referred to as "TÜV SÜD". Together, Clients and TÜV SÜD are referred to as the "Parties".

1. Scope
 - 1.1 These General Terms & Conditions apply to personal certification performed by the TÜV SÜD. Modifications apply only if agreed by the Parties in writing.
 - 1.2 By submitting the application for the personal certification, the Client acknowledges and accepts these General Terms & Conditions. Any deviating terms & conditions of the Clients shall not apply unless explicitly accepted by in writing by TÜV SÜD
 - 1.3 Examination invigilators assigned by TÜV SÜD act solely on behalf and in the name of TÜV SÜD.
2. Implementation of Contract
 - 2.1 The Client understands and accepts that TÜV SÜD does not guarantee a successful result arising from the certification. Accordingly, the subject of the contract shall be the agreed services, not a successful result. Unless agreed otherwise, the agreed services shall be rendered based on the provisions applicable at the time the agreement was concluded. Unless agreed otherwise in writing or mandatory regulations require specific procedures, TÜV SÜD is entitled to specify the examination methods and techniques at its own discretion. TÜV SÜD shall undertake the certification based on recognized scientific, technical and legal rules prevailing at the time of the contract. No responsibility is accepted for the accuracy of the underlying standards of the examinations, unless explicitly agreed otherwise in writing.
 - 2.2 The scope of certification must be set forth in writing when the signed application form is received. Any changes must be agreed upon and set forth in writing prior to implementation of the contract. TÜV SÜD is entitled to subcontract part or all of an order to a third party(ies).
3. Cancellation and Postponement of Examinations (Test and Interview)
 - 3.1 Examination/certification dates are non-binding unless TÜV SÜD explicitly confirms in writing. TÜV SÜD shall be entitled to cancel or postpone agreed dates of examination/certification without having to give reasons. In such cases, the Client shall be informed and will be given the next available date for examination/certification. The Client shall not be entitled to claim damages or reimbursement of other payments due to the cancellation or postponement of dates of examination/certification.
 - 3.2 Once the Client has submitted the application form and paid the fees, TÜV SÜD will conduct the initial document review to confirm the whether the applicant meets the pre-requisites for certification. In case the Client does not meet the pre-requisites, the Client will be given an opportunity to clarify and substantiate his application (one round of clarification only). If TÜV SÜD takes the final decision that the Client does not meet the pre-requisites, the application will be rejected and the Client is eligible for 30% refund of the fees paid.
4. Client's Cooperation duties
 - 4.1 The Client must give TÜV SÜD appropriate assistance to the required extent in rendering the contractual services. In particular, he must supply all necessary information and documents in a timely manner free of charge, and grants availability to the necessary premises and technical environment. The Client's duty to cooperate is a major contractual obligation.
5. Warranty
 - 5.1 TÜV SÜD warrants that it will exercise reasonable care and diligence in performing the examination/certification. Save as provided herein, all other warranties by TÜV SÜD, whether expressed or implied, are hereby expressly excluded.
 - 5.2 The Client warrants that all information and/or documents supplied to TÜV SÜD are accurate and correct in all aspects and shall indemnify TÜV SÜD for all loss and damages arising from the examination/certification caused by incorrect information and/or documents supplied by the Client.
6. Liability
 - 6.1 TÜV SÜD shall not be liable for any incidental, indirect, special or consequential loss or damage whatsoever, including, but not limited to, loss of revenue, profits, contracts, business or anticipated savings, or loss of goodwill or reputation, whether foreseeable or not and whether arising from any act or omission on the part of TÜV SÜD in the provision of the services.
 - 6.2 TÜV SÜD total liability to the client under or in connection with the contract and/or in tort (including negligence) in any event (other than death or personal injury resulting from TÜV SÜD 's negligence) shall not exceed the amount of fees paid by the client to TÜV SÜD in respect of the services.
7. Payment Terms
 - 7.1 TÜV SÜD's fees which are published in the application form on the date of submission of application shall apply.
 - 7.2 The certification fee is payable without deduction together with the submission of application form. TÜV SÜD will not process the application unless the agreed fee has been paid. At any stage of the certification process, if the Client does not meet TÜV SÜD's criteria for certification, TÜV SÜD will refund the fee collected for any services utilised.
 - 7.3 All fees are subjected to prevailing Goods and Services Tax.
 - 7.4 When the Client decides to withdraw his request for the services, he may only do so by giving a notice in writing to TÜV SÜD within three working days after his application. The Client will be charged for all services performed prior to such withdrawal. If TÜV SÜD does not receive any written notice of such withdrawal within this period, the full fee for the services will be charged.
- 7.5 In cases involving cancellation or postponement of date of examination/certification by the Client , TÜV SÜD reserves the right to charge the Client for the cancelled examination/certification.
8. Confidentiality; Copyright; Data Protection
 - 8.1 For filing purposes TÜV SÜD is entitled to make copies of written documents it receives for inspection or as part of implementation of contracts.
 - 8.2 In as far as expert opinions, certifications and the like that are protected by copyright are prepared within the scope of contractual performance, TÜV SÜD shall grant the Client a simple, non-transferable right of use, if this is required by the underlying purpose of the contract. This right to use explicitly shall not include the transfer of any other rights; the customer shall, in particular, not be entitled to change (process) or use expert opinions, certifications, and the like outside its business.
 - 8.3 TÜV SÜD, its employees, and the expert engineers called in by TÜV SÜD shall not, without authorization, disclose or use any confidential information belonging to the Client which they become cognizant during their activities provided that this clause shall not apply to information that is already known to TÜV SÜD prior to such disclosure; or passes into the public domain otherwise than as a result of a breach of this confidentiality obligation on the part of TÜV SÜD; or was received from a third party who is not under any confidentiality obligations or who did not acquire the information in confidence; or was independently conceived or developed by TÜV SÜD without reference to the disclosed confidential information.
 - 8.4 Any use of the TÜV SÜD logo and word mark apart from on the certificate or certification issued (e.g. on business cards) requires explicit written permission from TÜV SÜD.
 - 8.5 Notwithstanding anything contained herein, upon successful certification, the Client agrees and grant permission to TÜV SÜD to:
 - (a) publish the Client's name and basic details on its website;
 - (b) share the Client's name, basic details and certification status with third parties.
9. Indemnity

The Client shall indemnify TÜV SÜD fully against all loss or damages suffered and cost and expenses incurred by TÜV SÜD and all claims by any third parties as a result of provision of the services (including but not limited to the improper use of the certification, supply of inaccurate information and/or documents to TÜV SÜD or any claim by third party for infringement or intellectual property rights and/or for discovery of information and/or for delivery of documents or products / equipment) unless the same is caused by the act or neglect of TÜV SÜD.
10. Place of Jurisdiction; Place of Fulfillment; Applicable Law
 - 10.1 The contractual relationship and all resulting legal relationships are subject to Singapore law.
 - 10.2 The Parties agree to submit to the non-exclusive jurisdiction of the Singapore courts.