



General Terms and Conditions of the Accredited Measurement Centre of the Association of the German Glass Industry Glass Industry e.V. ("HVG")

§1. Definitions and validity of the conditions

1. The following General Terms and Conditions apply to all orders placed with HVG.
2. Supplementary, deviating or conflicting terms and conditions of the Contractual Partner or third parties shall not become part of the contract unless HVG has agreed to their validity in writing in individual cases.

§2. Conclusion of the contract

If the contract is concluded, the contract is concluded with
Hüttentechnische Vereinigung der Deutschen Glasindustrie e.V.
Siemensstraße 45
63071 Offenbach am Main
materialised.

§3. Client obligations

1. The Customer shall provide HVG with all information and documents relating to the subject matter of the contract that are necessary for the execution of the order in full, in good time and free of charge, and shall carry out the necessary preparatory measures. The Client shall ensure that the measuring point is in a condition ready for testing, safely accessible and ready for operation when the order is executed.
2. Before executing the order, the client must point out any previous damage, modifications, faults or other special features relevant to the execution of the order of which he is aware.
3. The client shall carry out the necessary preparatory work on its own responsibility. If auxiliary personnel and/or aids are required to fulfil the order, these shall be provided and operated by the client free of charge.
4. Disadvantages, costs and damages arising from the non-fulfilment or delayed fulfilment of the client's obligations specified in this §3 shall be borne by the client.

§4. Obligations of HVG

1. HVG shall perform the contractual services impartially, neutrally and in accordance with the generally recognised rules of technology applicable at the time of the order. The services may be subcontracted in whole or in part.
2. if the offer contains deadlines or dates, these shall only be binding if HVG has expressly confirmed their binding nature in the offer.
3. binding execution deadlines and dates shall be automatically extended if and by the period during which the provision of services is disrupted for reasons for which HVG is not responsible.

§5. Rights of use

1. the use of the HVG logo as well as references to the existence of the contractual relationship with HVG by the Client require the prior written consent of HVG.
2. to the extent necessary for the purpose of the order, HVG shall grant a simple, non-exclusive, non-transferable and non-sublicensable right of use for the results (e.g. test results, calculations, expert opinions) arising from the execution of the order.

3. the Client may only use the result in its entirety for the contractual purpose. Use for advertising purposes and publication shall require the prior written consent of HVG.

§6. Guarantee

1. unless otherwise agreed, services shall be rendered in compliance with the regulations applicable at the time of the conclusion of the contract. HVG shall be entitled to determine the method or type of examination or test at its own discretion, unless otherwise agreed in text form or unless mandatory regulations require a specific procedure. No responsibility is assumed for the correctness of the safety programmes or safety regulations on which the tests are based, unless expressly agreed otherwise in text form. HVG's warranty shall only cover the services expressly commissioned in accordance with this Section 6.1. No warranty is given for the correctness and functioning of the entire system concerned, to which the inspected parts belong.
2. HVG's warranty obligation shall initially be limited to subsequent fulfilment within a reasonable period of time. If the supplementary performance fails, i.e. if it is impossible or unreasonable for the Customer or if HVG refuses or unduly delays the supplementary performance, the Customer shall be entitled, at its option, to demand a reduction of the remuneration or cancellation of the contract.
3. claims for reimbursement of expenses pursuant to Section 635 (2) BGB remain unaffected.
4. if HVG's performance is capable of acceptance, it shall be deemed accepted at the latest upon unconditional payment of the final invoice. If partial services have been agreed, partial acceptances may be demanded for the self-contained partial services. These shall be deemed to have taken place upon payment of the partial invoice for the respective partial service.

§7. Terms of payment

1. The remuneration is based on the offer and is net, plus the statutory value added tax at the applicable rate.
2. The terms of payment stated in the offer shall apply.
3. The client may only offset claims that have been recognised by declaratory judgement or are undisputed.

§8. Liability

1. HVG shall be liable for damages in accordance with the statutory provisions, unless otherwise stipulated in these General Terms and Conditions; in particular, HVG shall be liable without limitation for intent. In case of negligence, HVG shall be liable without limitation for damages resulting from injury to life, body or health of persons.
2. the following limited liability shall apply: Liability for negligence shall be limited to the amount of damage foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected. In the event of slight negligence, HVG shall only be liable in the event of a breach of a material contractual obligation, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Customer may regularly rely (cardinal obligation). This limitation of liability shall also apply in favour of the legal representatives and vicarious agents of HVG.

§9. Confidentiality, data use and data protection

1. HVG obtains data in connection with the fulfilment of the contract. HVG is permitted to do so within the framework of the applicable legal provisions,
 - To process statistical data in anonymised form,
 - data in accordance with the accreditor's regulations,

- to use data for the purposes of its own legitimate interests, and
- disclose data due to judicial or official obligations.

2. HVG may make copies of written documents for its own records which were handed over to HVG for the execution of the order.

3. HVG takes the protection of personal data very seriously. We treat personal data confidentially and in accordance with the statutory data protection regulations. You can find our privacy policy at <https://www.hvg-dgg.de/de/impressum>

§10. Final provisions, applicable law, place of jurisdiction, place of fulfilment

1. the contract as well as amendments, supplements and ancillary agreements of any kind must be made in text form, unless a stricter form is required by law. The formal requirement also applies to this formal clause.

2. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions of German private international law.

3. Place of fulfilment for services of HVG and the Client is Offenbach/Main, Germany.

4. The exclusive place of jurisdiction shall be Offenbach am Main/Germany. However, HVG shall also be entitled to assert claims against the Customer at its place of jurisdiction.

5. Should a provision of the contract be or become invalid or unenforceable in whole or in part, the validity of the remainder of the contract shall remain unaffected. In this case, each contracting party shall have the right to demand the agreement of a valid enforceable provision that comes closest to the purpose pursued by the invalid provision. The same applies in the event of a loophole.