GTC of VdS Schadenverhütung for the Provision of Services of the Departments Fire Protection Laboratories and Security & Geo

VdS 3177en : 2026-03 (07)

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Heruntergeladen von IP 58.33.102.141 am 12.11.2026 - 02:16

Publisher and publishing house: VdS Schadenverhütung GmbH

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General Terms and Conditions

GTC of VdS Schadenverhütung for the Provision of Services of the Departments Fire Protection Laboratories and Security & Geo

In order to avoid impairing the understanding of the text, the generic masculine is used throughout. This expressly does not imply any preference or other evaluation of the male, female or other sex.

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1 Scope

1.1 These General Terms and Conditions (GTC) apply for the provision of services by the department *Fire Protection Laboratories and Security & Geo* of VdS Schadenverhütung GmbH (in the following *VdS* or *we*).

1.2 Unless otherwise agreed in individual cases, contracts are entered into with us only in accordance with the provisions of these General Terms according to point 1.1. Upon issuing an order, the customer agrees to our General Terms and the corresponding procedural guidelines as well as the corresponding prices. Designation of the valid procedural guidelines is made in the contract; the customer is being informed prior to the conclusion of the contract of the prices. Any contrary or deviating terms and conditions of the customer are binding on us only if we have acknowledged them expressly and in writing. Our General Terms also apply if, in knowledge of any contrary or deviating terms and conditions of the customer, we perform our service without reservation

1.3 In respect of business owners, legal entities under public law and entities with special funds under public law, our General Terms also apply to all future business relationships.

2 Validity

2.1 These GTC are valid from 01.03.2026; they replace all earlier versions.

Note: This is a translation of the German General Terms and Conditions; if there are any discrepancies, the German version shall be binding.

3 Conclusion of a contract

3.1 A contract is deemed to be concluded with us only if the customer has handed in a completely filled in and signed order form and VdS did not disagree within five working days from receipt at VdS or if an offer issued by VdS has been accepted by the customer unreservedly. Any changes made by the customer in VdS offers or order documentation shall become binding only with the written confirmation of VdS.

3.2 The order for the performance of services by VdS contains exclusively the services described in the corresponding procedural guidelines. Our liability is limited to the orderliness of the agreed services. This shall not apply to the extent that we are liable in accordance with chapter 9.

3.3 Changes, side agreement or supplements require our written confirmation for its effectiveness. Both such amendments and any waiver of the requirement to comply with the written form shall always be agreed in writing in order to be valid.

4 Carrying out of the order and duties to cooperate of the customer

4.1 If for the performance of our services cooperation duties of the customer are necessary, he shall render these in due time and at own expenses. Expenses are reimbursed only if this has been expressly agreed upon in writing.

4.2 If in the frame of the order object or site inspections are projected, the customer shall grant access to all necessary operational departments. Site inspections are made exclusively after prior appointment between the customer and us. Within the scope of VdS

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accreditation, witness audits are regularly required. During these audits, assessors from DAkkS (German Accreditation Body) observe the audits carried out by VdS. The client agrees to grant DAkkS staff or representatives access to its premises and to the documents reviewed during the audit (see also clauses 11.3 and 11.7).

4.3 The customer shall see to necessary measures are realised for the safe working environment in case we become active outside our business premises (if given in agreement with a contact person on site). This means in detail:

a) All taken measures shall comply with the valid law, requirements of authorities as well as determination of the accident prevention regulation and approved safety and occupational-medical regulations. VdS reserves the right to directly interrupt object or site inspections in case of direct hazards given for the employees and to continue only if the safe conditions have been restored. The expenses incurred by us up to that date will be invoiced to the customer, even if the performance of the service is interrupted for the aforementioned reason.

b) Machines, equipment, energy supply, etc. provided by the customer must be in perfect condition with regard to safety.

c) Elevating work platforms are generally not operated by VdS employees. Suitable and tested equipment and operating personnel shall be provided by the customer.

d) The customer is obliged to inform VdS about hazards and necessary personal protective equipment in advance of the activities on site. The customer is responsible for instructing the VdS employees on the specific hazards on site.

e) For roof inspections and work with danger of falls, appropriate and tested safety measures against falls shall be provided. Work at height may only be carried out if technical measures against falls from a height are available. If these are not available, VdS employees are obliged to wear personal protective equipment against falls from a height. Attachment points and other safety measures must be provided by the customer.

f) The customer is obliged to report to VdS any requirements regarding the necessary protective equipment and any operation-specific requirements.

g) The customer must ensure that appropriate emergency measures are taken on site, e.g. with regard to fire protection, environmental protection and first aid. All VdS employees must be instructed in this by the customer before commencing work.

4.4 The customer

a) appoints a main responsible employee of the company, who accompanies the employees of VdS during the performance of the service at the customer’s premises.

b) declares his consent to the collection and electronic processing of the data supplied and recorded and undertakes to notify without delay any changes to the aforementioned data. The declaration of consent as well as clarification as to which data is recorded within the scope of concretely agreed services will be made available to the customer prior to conclusion of the contract.

c) declares his agreement that VdS may have to damage or destroy the objects handed over by the customer for inspection, approval, certification or conformity assessment in order to provide our services properly. For damages or destruction of objects of the customer as a result of a proper execution of our performance, we therefore do not provide compensation. The transport and, if necessary, return transport of the customer’s objects shall be at the customer’s expense and risk. However, the return transport shall only be carried out at the express request of the customer. In the case of storage, our liability shall be limited to the customary care. If the customer does not wish the items to be returned, we shall dispose of them at the customer’s expense.

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4.5 Expert opinions and relevant information from third parties shall only be obtained with the written consent of the customer unless a contractual relationship exists with these third parties, which guarantees confidentiality in the sense of the customer.

4.6 We shall have the right to have the services incumbent upon us performed by a subcontractor carefully selected by us and deemed suitable by us.

4.7 We have the right to cancel orders in which the products to be tested and certified are changed in the course of the procedure and to demand a new order for the continuation. This applies in particular if a new evaluation of the scope of testing is necessary for the change. Test results from cancelled orders can be taken over as far as possible.

4.8 We are entitled to issue partial invoices for services rendered in accordance with the contract prior to the conclusion of the testing and certification procedure. This applies in particular in the case of accrual of services rendered at the end of the financial year, negative test results and in the case of interruptions of the order. The payments on account are due 21 calendar days after receipt of the invoice.

4.9 Manufacturers of test samples from non-European countries must always send their goods duty paid to VdS and make them available. If the goods arrive at VdS duty unpaid, VdS reserves the right to refuse receipt of the duty unpaid goods or to return them to the sender at the customer's expense.

4.10 We shall be entitled to make our performance wholly or partly dependent on concurrent payment without stating reasons.

5 Deadlines and dates

5.1 Deadlines and dates stated by us shall always be deemed approximate unless a fixed deadline has been expressly promised or agreed. Insofar as they are non-binding, we shall only be in default if the customer has previously set us a reasonable deadline in writing for the performance of the service owed without result. In any case, deadlines shall not commence until all acts of cooperation owed by the customer have been performed in full and – if a down payment has been agreed – until receipt thereof. Subsequent requests for changes or delayed cooperation on the part of the customer shall extend the performance times accordingly.

5.2 If the customer does not fulfil his obligations to cooperate, on time or properly, we shall be entitled, after having previously set the customer a reasonable deadline for the performance of the obligations to cooperate without result, to terminate the procedure, withdraw from the contract and invoice our expenses incurred up to that point. Further legal claims are expressly reserved.

5.3 If the performance of service owed by us is delayed by unforeseeable circumstances for which we are not responsible (e.g. industrial disputes, operational breakdowns, transport obstacles, official measures – in each case also at our suppliers), we shall be entitled to withdraw from the contract in whole or in part or, at our discretion, to postpone the performance of service for the duration of the hindrance. We shall inform the customer immediately of the non-availability of the service or partial service and, in the event of our withdrawal from the contract, reimburse him immediately for any consideration already paid. Claims for damages are excluded.

6 Prices

6.1 The prices quoted by us are exclusive of the applicable statutory turnover tax. Value added tax, if any, will be invoiced separately.

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6.2 We are bound to the prices stated in our offers for three months, unless the offer contains another period. The period begins with the delivery of the offer and ends with the conclusion of the contract according to clause 3.1 of these General Terms and Conditions

6.3 If no fixed price has been agreed and it turns out during the performance of a service that the costs will exceed the amount estimated vis-à-vis the customer by more than 10 %, we shall inform the customer accordingly. In this case, the customer is entitled to terminate the contract in accordance with § 649 BGB (German Civil Code). We will then only invoice the services rendered by us up to this point. The same shall apply if we withdraw from the contract for good cause or if the contract is cancelled by mutual agreement. If the important reason for a withdrawal from the contract exercised by us lies in a breach of duty by the customer, we reserve the right to assert claims for damages.

6.4 If an agreed appointment for an object or site inspection cannot be carried out or cannot be carried out as agreed for reasons for which the customer is responsible and if the customer does not inform VdS of this in good time, VdS reserves the right to charge the customer an amount of EUR 199.00 (alternatively an amount equal to the current cost equivalent for 1 working hour incl. expenses accordingly) or, if these costs are higher, to invoice the costs of travel separately, unless the customer can prove that VdS has suffered no or only minor damage as a result. Further claims for compensation by VdS remain unaffected.

7 Terms of payment

7.1 Our invoices shall be paid without discount deduction and free of charges according to the agreed payment plan, or, unless otherwise agreed, within two weeks of receipt of invoice. We reserve the right to demand reasonable appropriate payments on account and advances.

7.2 The customer shall only be entitled to setoff rights if his counterclaims have been legally established, are undisputed or have been acknowledged by us.

7.3 In the event of default in payment, the customer shall owe default interest in the amount resulting from § 288 BGB (German Civil Code) unless we can prove that the customer has caused higher damages. In addition, we shall be entitled to charge a lump sum of EUR 40.00 per reminder issued after default has occurred.

8 Defects, claims for defects, warranty, objections and complaints

8.1 The order to carry out a test, approval, certification or conformity assessment contains exclusively the services described in the relevant regulations and procedural guidelines. An examination of the general faultlessness or suitability of the product or the service provided by the customer is not the subject of the proceedings. As a result, we do not assume any warranty for the correctness and function or for the other faultlessness of the products examined or other goods and/or services provided by the customer.

Our liability is limited to the correctness of the testing, approval, certification and conformity confirmation procedures. This does not apply if we are liable according to chapter 9.

8.2 Should we have performed a defective service, the customer shall give us the opportunity to perform subsequent performance at least twice within reasonable periods, unless this is unreasonable in individual cases or special circumstances exist which, taking into account the interests of the parties, justify an immediate rescission of the contract by the customer. Claims for damages shall only exist in accordance with chapter 9.

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8.3 Appeals against decisions of the certification body shall be addressed in writing by the appellant to the head of the department Fire Protection Laboratories and Security & Geo. The submission, investigation and decision of appeals shall not result in the appellant being disadvantaged. The receipt of the objection will be confirmed in writing. The appellant shall receive, if necessary and appropriate to the proceedings, written progress reports and a result report for the formal conclusion of the appeal proceedings. If, following an examination of the facts, the VdS divisional manager confirms the certification body's decision, the appellant still has the option of taking legal action.

8.4 Complaints against activities of the certification body or a certified customer shall be addressed in writing by the complainant to the head of the department Fire Protection Laboratories and Security & Geo. The receipt of the complaint shall be confirmed in writing. The complainant shall receive, if possible, necessary and appropriate to the procedure, written progress reports and an outcome report formally concluding the complaint procedure and the decision of VdS concerning the subject of the appeal.

9 Liability

9.1 We shall be liable only

a) in case of intent

b) in case of gross negligence

c) in case of culpable injury to life, limb or health

d) in case of defects which have been fraudulently concealed and/or if a guarantee has been given for the existence or non-existence of certain properties.

9.2 In the event of culpable breach of material contractual obligations, i.e. obligations on the fulfilment of which the customer relies and may rely for the proper performance of the contract, we shall also be liable in the event of slight negligence; in the latter case, liability shall be limited to the reasonably foreseeable damage typical of the contract.

9.3 Liability provisions pursuant to clauses 9.1 and 9.2 shall apply both to our own fault and to the fault of our vicarious agents. Any further liability is excluded. The above limitation of liability shall also apply in favour of the personal liability of employees and vicarious agents of VdS.

9.4 Claims of the customer due to defective performance shall become statute-barred after one year. The period begins upon receipt of the test report or report or the written statement by the customer. This shall not apply to claims arising from intentional or grossly negligent conduct on the part of VdS or its vicarious agents and to claims for damages due to culpable injury to life, limb or health; these shall become statute-barred within the statutory limitation periods.

10 Infringement of property rights by the customer

10.1 If VdS suspects that the products provided by the customer infringe the property rights of third parties, VdS will inform the customer of this without delay. VdS is not obliged to expressly name the property right suspected of infringement or its owner.

10.2 The customer must provide VdS with all information necessary to dispel the suspicion within a period of two weeks after notification of the suspected infringement of the property right.

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10.3 If the information provided by the customer in accordance with clause 10.2 is not sufficient to dispel the suspicion of an infringement of the property right, VdS can demand the involvement of expert third parties to determine the infringement of the property right. The customer shall give its consent in accordance with clause 4.5. The customer shall bear the costs incurred in connection with the involvement of third parties.

10.4 If the customer does not comply with its obligation according to clause 10.2 and does not provide VdS with any or insufficient information within the period of two weeks and if the involvement of a competent third party according to clause 10.3 cannot dispel the suspicion of an infringement of property rights or if the customer refuses its consent according to clause 4.5, VdS is entitled to terminate the existing contractual relationship without notice or to withdraw from it immediately. The customer must reimburse VdS for all costs incurred up to this point in time within the framework of the respective contractual relationship.

10.5 The customer shall indemnify VdS on first demand against all claims of third parties which are based on an infringement of property rights by the customer. The customer must compensate VdS for any damage incurred by the latter due to the fact that the customer has handed over to VdS for testing a product which infringes the property rights of third parties. This applies in particular with regard to claims asserted against VdS by the respective property right holder. The claims of VdS in this respect become statute-barred after five years at the earliest.

10.6 If the suspicion of infringement of the property right by the customer is confirmed or if it is not possible for the customer to dispel this suspicion, VdS is entitled, after unsuccessful expiry of the deadline set in accordance with clause 10.2, to inform the holder of the property right of the infringement of the property right or the suspicion of infringement of the property right.

11 Data protection

11.1 In connection with entering into and performing the contractual services, VdS shall ensure that the applicable data protection provisions, in particular those of the Basic Data Protection Ordinance and the Federal Data Protection Act (“the applicable data protection law”), are observed.

11.2 For the purpose of entering into the contract and performing the contractual services, personal data of the customer, insofar as the customer is a natural person, or personal data of employees of the customer, insofar as the customer is an entrepreneur, a legal entity under public law or a special fund under public law, and possibly other affected third parties may be collected, stored and possibly passed on to third parties. The transfer to third parties takes place exclusively, as far as this is necessary for the execution of the contractual services towards the customer. Excluded from this is information, the disclosure of which has been authorised to us by the customer in advance.

11.3 We can process the personal data collected within the framework of the contractual services anonymously for statistical purposes, disclose them in accordance with the regulations of the German accreditation and notification body, use them within the framework of and to safeguard our own legitimate interests and disclose data on the basis of judicial or official obligations.

11.4 VdS is entitled to send the customer information about VdS services, unless the postal delivery has been objected to.

11.5 We may make copies of the documents handed over to us for inspection or for the execution of the order within the framework of the contractual services, insofar as this is necessary for the execution of the contractual services.

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11.6 For the performance of the contractual services, we shall only use persons who have been obligated by us to maintain confidentiality. We shall ensure that all persons entrusted with the processing or performance of the contractual services observe the provisions of the applicable data protection law.

11.7 All documents and information that we receive in connection with the execution of the order will be treated strictly confidential. With the exception of the cases mentioned in clauses 10.6, 11.2 and 11.3, the documents will not be made accessible to third parties without the written consent of the customer. In particular, the obligation of VdS to grant access to documents relating to individual processes to superordinate, authorised bodies, e.g. representatives of accreditation bodies, remains unaffected by this.

11.8 We publish positive certification results in paper form (printed lists) and on the Internet at vds.de. In this context, the following data of the certificate holder, if applicable for the procedure, will be published during the validity period of the certificate:

a) VdS certificate or approval number

b) Certificate holder with complete address

c) Designation of the certified service, product or management system including classification, regional and technical limitations

d) Technical data and, if applicable, images of products

e) On request, telephone and fax number, e-mail address and URL of the customers website

11.9 We reserve the right to publish information on certificates that have been revoked for serious reasons, using the data specified in point 11.8 and stating the reasons for the revocation, in order to prevent damage to users of goods or services of the former certificate holder and to counteract the incorrect use of certificates.

11.10 Further information on how we process personal data and information on data subjects' rights can be found in our privacy policy under Privacy.

11.11 If the customer is a company, a legal entity under public law or a special fund under public law, the customer shall make available to its employees or service providers, whose personal data are processed in connection with a contract between the customer and VdS, the information on data protection under this chapter 11.

12 Applicable law and place of jurisdiction

12.1 The substantive law of the Federal Republic of Germany shall apply to the exclusion of conflict of laws provisions.

12.2 If the customer is a merchant, legal entity under public law or special fund under public law, the place of jurisdiction for all actions arising from or in connection with these General Terms and Conditions and the contract concluded with the customer shall be Cologne.

13 Final clauses

13.1 If a concluded contract exists in a language other than German, the German version is decisive for the interpretation of the contract.

13.2 Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.

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