
General Certification Conditions (GCC) of Advanced Impact Research (AIR) GmbH for the Certification of Sustainability Characteristics of Financial Products (all FNG-Labels)

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1. Scope and Subject Matter

These General Certification Conditions (GCC) govern the legal relationship between the applying legal entity (hereinafter "applicant") and AIR GmbH (hereinafter "Certification Body") as an independent third party for the conduct of product assessments to obtain the FNG-Labels.

The subject matter of the contract is the independent conformity assessment of whether the product¹ applied for meets the requirements of the FNG-Label Certification Programme (Rules of Procedure) applicable at the time of assessment, and the certification decision based thereon. The Certification Body is obligated to properly conduct the certification process in accordance with the Rules of Procedure and these GCC, but not to achieve a specific certification outcome, the award of an FNG-Label, or a specific label level. Insofar as the Certification Body prepares certification reports or other certification documents in the course of its activities, these form part of the services owed; acceptance within the meaning of Section 640 of the German Civil Code (BGB) does not apply.

The Certification Body is the third party within the meaning of Section 2(2) No. 6(d) of the Act Against Unfair Competition (UWG) (implementing Directive (EU) 2024/825), which monitors compliance with the requirements of the FNG-Label Certification Programme by the applicant through an objective procedure; its competence and independence from the scheme owner and the applicant are based on the requirements of DIN EN ISO/IEC 17065. The design of the certification programme in all other respects, in particular the establishment, operation, maintenance, review, further development and publication of its requirements and conditions (Rules of Procedure), is the responsibility of the scheme owner. The Certification Body provides no warranty therefor. Suspension and withdrawal of certification in the event of breaches are governed by Section 6 of these GCC and the Rules of Procedure.

The time periods specified in the Rules of Procedure for submission, evaluation, assessment and certification decisions are target periods; they presuppose the timely and complete cooperation of the applicant. If the applicant fails to fulfil its cooperation

¹ Product scope: Financial products (in particular investment funds) and asset management universes authorised for distribution in Germany, Austria, Switzerland or Liechtenstein, or for which authorisation has been applied for with the competent supervisory authority, provided that the applicable eligibility requirements are met.

obligations under Section 3 despite being requested to do so, the Certification Body may suspend or discontinue the procedure; fees incurred up to that point remain due. Delays resulting from the applicant's failure to cooperate or late cooperation do not give rise to claims against the Certification Body, even if a certification decision can therefore no longer be made in time before the end of the certification period.

Events of force majeure for which the Certification Body is not responsible (in particular natural events, epidemics, strikes, failure of public communication networks, official measures) shall release it from its performance obligations for the duration of the disruption; deadlines shall be extended accordingly. If the disruption lasts longer than three months, either party may terminate the contract.

2. Contract Formation and Digital Consent

- a) The contract for the conduct of certification activities, including the label award decision, is concluded as soon as the applicant accepts the offer prepared by the scheme owner on behalf of the Certification Body with legally binding effect. On the basis of this offer, the corresponding overall advance invoice for fees will be issued.
- b) By accepting the offer and expressly confirming these GCC by activating the corresponding consent field in the online tool, the applicant agrees in full to the GCC in the version applicable at the time of acceptance of the offer. After activation of the consent field, the online tool automatically generates a confirmation in text form (Section 126b BGB), which documents the key contractual elements for the applicant, in particular the accepted offer, the incorporated GCC and the applicable Rules of Procedure, and transmits it to the stored e-mail address. This confirmation shall serve as proof of contract conclusion. The applicant is obligated to archive this notification. The applicant warrants that the person accepting the offer and submitting the application is authorised to effectively represent the applicant, whether as a statutory or corporate representative or based on a power of attorney granted by the applicant.
- c) The General Certification Conditions and Rules of Procedure applicable in each case (including the fee schedule) shall be made available to the applicant prior to conclusion of the certification agreement and prior to submission of the application. The documents are publicly accessible and are made available to all eligible applicants under transparent, fair and non-discriminatory conditions.
- d) These GCC shall apply exclusively. General terms and conditions of the applicant, in particular purchasing or supplier conditions, shall not become part of the contract even if the Certification Body does not expressly object to them or renders its services in knowledge of such conditions.
- e) In the event of conflicts between the contractual documents, the following order of precedence shall apply: (1) the accepted offer, (2) these GCC, (3) the Rules of Procedure including the Communication Charter, (4) the fee schedule.
- f) The GCC incorporated at the time of acceptance of the offer shall apply to an ongoing certification procedure and the resulting certification period. Amendments to the GCC shall be published by the Certification Body on its website; they shall

apply to applications submitted after publication. If amendments during an ongoing certification period are required due to mandatory statutory, regulatory or normative requirements (in particular DIN EN ISO/IEC 17065), the Certification Body shall notify the applicant in text form; they shall take effect four weeks after receipt of the notification. If continuation of the contract under the amended conditions is unreasonable for the applicant, it may terminate the contract before those amendments take effect. The right to make amendments pursuant to sentence 3 does not extend to the fees agreed for the ongoing certification period. Amendments to the requirements of the certification programme (Rules of Procedure) are governed exclusively by point 3 a.

3. Obligations of the applicant (pursuant to ISO/IEC 17065)

The applicant undertakes with legally binding effect to fulfil the following conditions throughout the entire term of the contract (until label award) and during the validity of the certificate (FNG-Label):

- a) The applicant shall at all times fulfil all substantive and formal requirements of the FNG-Label Certification Programme (Rules of Procedure). This also includes amendments to the certification requirements insofar as these are published in accordance with the applicable Rules of Procedure, communicated to the applicant in good time, and become applicable from the date specified therein. Mandatory statutory or regulatory amendments remain unaffected.
- b) The applicant shall ensure throughout the respective certification period that the certified product continuously meets the product requirements of the FNG-Label Certification Programme (within the meaning of the Rules of Procedure) relevant to the certification.
- c) The applicant shall make all necessary arrangements for:
 - i. The conduct of assessment and evaluation work (evaluation) (e.g. document review, portfolio analyses, responding to open questions);
 - ii. The conduct of monitoring measures (e.g. portfolio monitoring);
 - iii. Ensuring the Certification Body's access to all relevant portfolio data, reports, IT system evaluations and the responsible personnel (e.g. fund management, ESG research) to the extent required for the conduct, monitoring and traceability of the certification;
 - iv. The investigation of third-party complaints about the certified product;
 - v. The participation of observers, to the extent this is provided for in the certification programme or required for the conduct, monitoring, review or accreditation of certification activities.
- d) The applicant shall make statements regarding the certification only in strict accordance with the certification scope awarded. For guidance, the applicable Rules of Procedure contain a Communication Charter with corresponding examples.

- e) The applicant shall not use the product certification in a manner that could bring the Certification Body into disrepute and shall not make any statements about the certification that the Certification Body could consider misleading or unauthorised.
- f) Upon expiry, suspension, withdrawal or termination of the certification, the applicant shall immediately cease using the respective FNG-Label and all related advertising and communication references. Already distributed or published representations shall be removed or corrected as required. In the event of a restriction or downgrading of the certification, communications shall be immediately adapted to the amended certification scope or the amended label level.
- g) If the applicant passes on certification documents to third parties, these documents and their contents must be reproduced and communicated as stipulated in the Rules of Procedure.
- h) In any reference to the product certification and in the use of conformity marks (e.g. FNG-Label logos) in communication media (e.g. fund documents, advertising brochures, reports, websites, etc.), the applicant shall strictly comply with the requirements of the certification programme and with the Communication Charter defined in the applicable Rules of Procedure.
- i) The applicant shall ensure that no labelling or advertising claims create the impression that an uncertified product or uncertified service is included within the scope of certification. The applicant shall use the FNG-Label and the associated conformity marks exclusively for the specifically certified product, within the confirmed certification scope, during the valid certification period, and at the label level actually awarded. The certification year and star level shown in the logo must correspond to the valid certification decision. Only after a successful, independent review and certification decision by the Certification Body shall the applicant be granted the right to use the specific logo (including the unique year of validity and star level).
- j) The applicant shall keep records of all complaints known to it regarding the product's compliance with the Rules of Procedure and shall make these available to the Certification Body upon request. It shall take appropriate measures with regard to such complaints and any deficiencies identified in products that affect compliance with the Rules of Procedure and shall document the measures taken.
- k) The applicant shall immediately inform the Certification Body of all changes that may affect its ability to comply with the Rules of Procedure (e.g. changes to the product's sustainability-related investment strategy).
- l) The applicant shall ensure that all information and evidence submitted in the course of the certification procedure is complete, accurate, current and comprehensible. The applicant shall clearly identify provisional or not yet conclusively validated information and update it without delay as soon as reliable information is available. The Certification Body may base its evaluation and certification decision on the information and evidence submitted by the applicant, to the extent the Rules of Procedure do not require further verification; responsibility for their accuracy and completeness remains with the applicant.

- m) The applicant shall immediately inform the Certification Body if a cease-and-desist letter (Abmahnung), a complaint, an official measure or judicial proceedings are announced or initiated against it in connection with the use of the FNG-Label, reference to the certification, or sustainability-related statements about the certified product. The applicant shall coordinate with the Certification Body regarding the continued use of the FNG-Label in this context and shall provide the Certification Body with the information necessary for assessment.

4. Roles, Impartiality and Trademark Rights

- a) AIR is the Certification Body responsible for assessment, evaluation and certification activities. The FNG-Label is a trademark of Forum Nachhaltige Geldanlagen e.V. The Certification Body and the scheme owner are legally, organisationally and personally separate legal entities. The scheme owner is responsible for the establishment, operation, maintenance, review and further development of the certification programme (Rules of Procedure); it is not involved in the evaluation, assessment or certification decision and exerts no influence thereon. The Certification Body conducts certification activities impartially and in accordance with the requirements of DIN EN ISO/IEC 17065.
- b) The Certification Body does not provide its own certification mark independent of the FNG-Label within this certification programme. The name "AIR" or "Advanced Impact Research GmbH" may only be used in connection with the certification in an accurate manner and in relation to the specifically certified product.
- c) A reference shall in particular not create the impression that the Certification Body has certified the product provider, all products of the product provider, the legal compliance, safety, economic viability or performance of the product. The certification solely confirms that the certified product met the requirements of the FNG-Label Certification Programme applicable at the time of assessment based on the information and evidence provided by the applicant. It does not contain any statement about the future sustainability or environmental performance of the product, about recognised excellent environmental performance within the meaning of Section 2(2) No. 2 UWG, about investment success, risks or the suitability of the product for specific investors and does not constitute investment advice or an investment recommendation.
- d) The Certification Body uses the word and figurative mark "FNG-Siegel" (FNG-Label) to conduct the certification activities that are the subject of the contract, based on an agreement concluded with the scheme owner. This operational use is strictly limited to the preparation of certification reports, communication with applicants and the substantive and methodological presentation of the examination logic. Any further promotional use of the trademark by the Certification Body is excluded.
- e) The Certification Body conducts certification activities and makes the label award decision (certification decision). The applicant acknowledges and expressly agrees that the Certification Body may engage qualified external specialists (e.g. freelance examiners or reviewers) to conduct certification activities. These specialists are

under the direct contractual supervision and control of the Certification Body and are subject without restriction to the same strict requirements regarding impartiality, freedom from bias, competence and confidentiality as the permanently employed staff of the Certification Body.

- f) The subsequent provision of the certificate documentation and the corresponding label logos (conformity marks) shall be made directly by the scheme owner, in line with the certification decision of the Certification Body.
- g) The formal granting of the right to use the logo for the certified product is subject to the condition precedent of a positive certification decision and the full payment of the processing fees due in accordance with the applicable Rules of Procedure.
- h) The applicant shall not create the impression that the FNG-Label has been established or recognised by governmental authorities, or that the Certification Body has been accredited by a national accreditation body or is subject to governmental supervision for this certification programme.
- i) The Certification Body does not provide the applicant with advice on meeting the requirements of the certification programme, in particular not on the design of the investment strategy, sustainability research or reporting of the product, and does not provide any other services that could jeopardise its impartiality. The explanation of certification results and identified deviations from certification requirements does not constitute advice.
- j) The applicant shall proactively disclose to the Certification Body, both before contract conclusion and during the term of the contract, circumstances that could jeopardise the impartiality of the certification, in particular business, ownership or personal relationships with the Certification Body, the scheme owner or the examiners engaged. The applicant shall not influence the examination personnel and shall not grant or promise them any benefits.
- k) The applicant agrees that the Certification Body may publish the certification (applicant, certified product, label level, certification year and validity) in a publicly accessible register of certified products and keep the certification status updated therein.
- l) The rights to certification reports and other documents created by the Certification Body remain with the Certification Body. The applicant receives the non-exclusive, non-transferable right to use them for internal purposes and in accordance with point 3(g). If a certification report proves to be inaccurate or incomplete, the Certification Body shall correct or supplement it. The appeal procedure under point 9 remains unaffected. Further claims of the applicant are governed by point 11.

5. Trademark Use and Advertising

- a) The applicant undertakes to use the certification (including logos) in accordance with the Rules of Procedure and Section 3.
- b) The use of the certification and the FNG-Label is governed by Section 3 of these GCC and the applicable Rules of Procedure. The product-specific requirements set

- out therein regarding reference to the certification, use of logos, certification scope, certification period and label level must be complied with.
- c) In the event of breaches of the rights of use, the corrective and escalation measures laid down in the applicable Rules of Procedure shall apply. In the event of serious breaches or an immediate risk of misleading use, logo use may be provisionally suspended with immediate effect. In the event of persistent or serious breaches, the right of use may be withdrawn. Section 6 remains unaffected.
 - d) The applicant bears sole responsibility for the permissibility of its commercial communications in which it uses the FNG-Label or refers to the certification. It shall in particular comply with the provisions of the Act Against Unfair Competition (UWG) in the version of the Third Act Amending the UWG of 12 February 2026 implementing Directive (EU) 2024/825, as well as the corresponding provisions of the countries in which it advertises or distributes the certified product. Before affixing an FNG-Label, the applicant shall on its own responsibility verify, based on the publicly accessible conditions of the certification programme, that these meet the statutory requirements for sustainability labels applicable to it. The Certification Body does not provide legal advice and accepts no liability for the permissibility under unfair competition law of the applicant's communications in individual cases.
 - e) Each time the FNG-Label is used in communications directed at consumers, the applicant shall ensure in accordance with the Communication Charter that it is clear to which product, certification year and label level the label refers and where the requirements of the certification programme are publicly accessible (e.g., by reference to the website of the scheme owner or the Certification Body).

6. Monitoring, Suspension, Restriction and Withdrawal of Certification

- a) During the certification period, the Certification Body shall monitor in accordance with the Rules of Procedure whether the certified product continues to meet the requirements of the certification programme. It is entitled for this purpose to request portfolio, process and documentation data on a random or event-driven basis, to obtain information and to hold discussions with the applicant's responsible personnel.
- b) In the event of third-party complaints, indications of deviations or changes under Section 3(k), the Certification Body may conduct a re-examination (special evaluation).
- c) In the event of breaches of the requirements of the certification programme, suspension or withdrawal of the right to use the FNG-Label is provided for. The Certification Body shall decide on the appropriate measure in accordance with the Rules of Procedure and considering the nature, severity and duration of the breach (continuation subject to conditions, restriction of the certification scope, downgrading, suspension or withdrawal of certification). Grounds for such action include in particular if (i) the certified product no longer meets the requirements of

the certification programme, (ii) the applicant breaches these GCC or the Rules of Procedure, in particular uses the respective FNG-Label or the certification in a misleading manner contrary to Sections 3 to 5, (iii) information or evidence provided by the applicant proves to be incomplete, inaccurate or misleading, (iv) the applicant does not permit monitoring or the investigation of complaints, or (v) fees due remain unpaid despite a reminder.

- d) In the event of an immediate risk of misleading the market or in the event of serious breaches, the certification may be provisionally suspended with immediate effect. The applicant shall be given an opportunity to comment. In all other cases, the applicant shall be granted a reasonable period to remedy the situation prior to any measure, insofar as remediation is possible.
- e) Upon the suspension or withdrawal taking effect, the right to use the respective FNG-Label shall lapse; Section 3(f) shall apply accordingly. The Certification Body and the scheme owner are entitled to publish the status of the certification (including suspension, restriction and withdrawal) in the public register of certified products and, insofar as necessary to prevent the market from being misled, to inform third parties thereof.
- f) There shall be no entitlement to reimbursement of fees already paid in the event of a suspension or withdrawal for which the applicant is responsible. The appeals procedure under Section 9 remains unaffected.

7. Term, Termination and Transferability

- a) The contract commences upon acceptance of the offer (Section 2(a)). It ends automatically, without any notice of termination being required, upon expiry of the period of validity for which the FNG-Label was awarded; if no FNG-Label is awarded, it ends upon receipt of the final certification decision or, in the event of an appeal, upon conclusion of the appeal procedure. A new application in accordance with the Rules of Procedure current for the new period of validity is required for each further period of validity. Section 627 BGB does not apply.
- b) The right of either party to terminate the contract for good cause remains unaffected. Good cause for the Certification Body exists in particular if a ground for withdrawal under Section 6 exists, the applicant breaches Section 4(j), or insolvency proceedings are opened against its assets or refused due to insufficient assets. If the mandate of the Certification Body by the scheme owner ends or if the scheme owner changes, the Certification Body may terminate the contract with three months' notice; a certification already awarded remains valid until the end of the certification period, provided the scheme owner takes measures to ensure continued monitoring.
- c) Upon termination of the contract, the certification and the right to use the FNG-Label shall expire, unless the certification continues to apply in accordance with letter (b); Section 3(f) shall apply accordingly. Sections 10 to 12 shall survive termination.
- d) The certification is tied to the applicant and the certified product and is non-transferable. In the event of a merger or transfer of the product to another legal entity, a change of the management company or a material change to the

investment strategy, the applicant shall immediately inform the Certification Body (Section 3(k)). The Certification Body shall decide in accordance with the Rules of Procedure whether the certification is continued, transferred to the successor, reassessed or terminated; a transfer requires the successor's accession to these GCC and the applicable Rules of Procedure.

8. Invoicing and Payment Terms

The fees assigned to the certification activities in the fee schedule (certification fees) are owed to the Certification Body; the remaining fees under the fee schedule are owed to the scheme owner. The scheme owner shall invoice the fees in a single combined invoice, billing the certification fees as authorised representative in the name and on behalf of the Certification Body based on a collection agreement concluded between them. No assignment of the certification fees to the scheme owner takes place. The applicant shall settle invoices within the period stated therein, or, in the absence of any such statement, within 14 days of receipt. Payments of certification fees to the scheme owner shall have a debt-discharging effect towards the Certification Body. The Certification Body may instruct the applicant in text form to make certification fee payments directly to it; from receipt of this instruction, only payments to the Certification Body shall have a debt-discharging effect in this respect. The formal issuance of the certificate and the release for logo use are subject to the condition precedent of full payment of all fees due under the fee schedule. The applicant may set off against claims arising from the certification relationship only with counterclaims that are undisputed, have been established by a final and binding judgment or are ready for decision.

9. Appeals and Complaint Procedures

- a) The applicant has the right to appeal against certification decisions of the Certification Body. Complaints about certification activities may be submitted by applicants, label holders as well as other affected persons or organisations. The formal complaint and appeals procedure is publicly accessible on the Certification Body's website and is conducted in accordance with the impartiality requirements of DIN EN ISO/IEC 17065.

Upon receipt of a complaint or appeal, the Certification Body shall first examine whether it relates to certification activities for which it is responsible. If so, it shall confirm receipt and process the matter in accordance with the established procedure. The Certification Body shall record and, where possible, verify all information necessary for the decision. Complaints and appeals may be submitted via the following website:

https://fng-siegel.org/media/downloads/FNG-Label2027-Rules_of_Procedure.pdf

The Certification Body shall ensure that access to this procedure at all times meets the requirements of DIN EN ISO/IEC 17065.

- b) Against a formal certification decision, for example, the non-award of a label or an unexpected label or star rating, the applicant may lodge an appeal with the

Certification Body within two (2) weeks, i.e. within 14 calendar days of the official delivery of the final certification report.

The appeal must be submitted in text form with reasons and supported by suitable evidence. The Certification Body shall confirm receipt of the appeal to the appellant and inform it of the further procedure. It shall record and, where possible, verify all information necessary for the decision and shall examine the appeal on its merits and impartially.

The decision on an appeal shall not be made or approved by persons who were involved in the original evaluation, assessment or certification decision. The persons involved in the processing and decision must have the requisite professional competence and must not be subject to any conflict of interest.

- c) The complainant or appellant shall be informed in text form of the outcome and conclusion of the respective procedure. The decision on an appeal shall be communicated to the appellant with reasons.

The Certification Body shall take all necessary follow-up and, where applicable, corrective measures to resolve the complaint or appeal and to properly conclude the procedure. These may in particular include a supplementary evaluation, a revision of the assessment or certification decision, the correction of erroneous information and, where necessary, an amendment, restriction, suspension, downgrading or withdrawal of the certification. All follow-up measures and their results shall be documented.

- d) Without prejudice to the formal appeals procedure, the applicant shall be provided with a preliminary certification report before the final certification decision. The applicant has the right to submit a technical statement on the individual examination criteria within a period of two (2) weeks (14 calendar days) of receipt of this report. This feedback serves to clarify incomplete facts, misunderstandings, or erroneous data before the final certification report is prepared. The technical statement on the preliminary certification report does not constitute a formal appeal against a certification decision. A formal appeal may only be lodged against the final certification decision.

10. Confidentiality and Data Protection

The processing, storage, use and disclosure of information and personal data in connection with the certification procedure shall be governed by the applicable statutory provisions and the relevant confidentiality and data protection regulations of the certification programme. The applicant acknowledges that the Certification Body may engage qualified external specialists and specialist service providers to conduct the evaluation, subject to compliance with confidentiality and data protection requirements. The Certification Body is entitled to disclose confidential information insofar as it is legally obligated to do so or is required to do so by official or judicial order, or insofar as this is necessary to defend against claims in connection with the certification; the applicant shall be informed in advance, to the extent legally permissible. The Certification Body processes personal data of the applicant's contact

persons as data controller for the purpose of conducting the certification procedure; the information pursuant to Article 13 GDPR is provided on its website. The applicant shall ensure that its contact persons are informed thereof.

11. Liability and Indemnification

- a) The Certification Body shall be liable without limitation for damages arising from injury to life, body or health, for damages based on intentional or grossly negligent conduct by the Certification Body, its legal representatives or vicarious agents, as well as under the Product Liability Act and to the extent of any guarantee expressly assumed by it.
- b) In the event of simple negligence, the Certification Body shall only be liable for breach of a material contractual obligation, i.e. an obligation whose fulfilment is essential to the proper performance of the contract and on whose compliance the applicant may regularly rely. In such case, liability is limited to compensation for the damage that is typical for this type of contract and was foreseeable at the time of conclusion of the contract, subject to a maximum of EUR 250,000 per damage incident and a total of EUR 250,000 for all damage incidents within a certification period; multiple damage incidents based on the same breach or similar breaches with the same cause shall be deemed a single damage incident. Otherwise, liability for simple negligence is excluded.
- c) The limitations of liability under a) and b) also apply to the personal liability of the officers, employees, external specialists and other vicarious agents of the Certification Body.
- d) The Certification Body shall not be liable insofar as damages result from the applicant having submitted incomplete, inaccurate, outdated or misleading information or evidence, having used the respective FNG-Label contrary to these GCC, the Rules of Procedure or statutory provisions, or having breached its cooperation and information obligations.
- e) The applicant shall indemnify the Certification Body against all claims of third parties, including competitors, consumer and trade associations, investors and authorities, and against the reasonable costs of legal defence incurred thereby, which are based on the applicant having (i) used or referred to the respective FNG-Label or the certification contrary to these GCC, the Rules of Procedure or statutory provisions, in particular Sections 3, 5 and 5a UWG in conjunction with the Annex to the UWG, (ii) submitted incomplete, inaccurate or misleading information or evidence in the certification procedure, or (iii) breached its obligations under Section 3. This shall not apply insofar as the applicant is not responsible for the breach. The applicant bears the burden of setting out and proving that it is not responsible.
- f) This contract and the certification serve the applicant exclusively. The contract does not establish rights of third parties, in particular not of investors, distribution partners or other market participants. It does not have protective effect in favour of third parties. Certification reports and other certification documents are intended for the

applicant and may only be made accessible to third parties in accordance with Section 3(g).

- g) Claims of the applicant against the Certification Body shall become time-barred one year from the statutory commencement of the limitation period. The statutory limitation periods shall apply in the cases referred to in letter a).

12. Applicable Law, Jurisdiction and Final Provisions

- a) These GCC and the certification agreement shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- b) The exclusive place of jurisdiction for all disputes arising out of or in connection with the certification agreement shall be Hamburg, provided the applicant is a merchant, a legal entity under public law or a special fund under public law, or does not have a general place of jurisdiction within Germany. The appeals and complaint procedure under Section 9 remains unaffected.
- c) Should individual provisions of these GCC be or become invalid, the validity of the remaining provisions shall remain unaffected.
- d) Notifications in the context of the certification procedure, including the certification documentation (including communication records, preliminary and final certification reports including the certification decision), shall be made in text form via the online tool or by e-mail to the contact persons stored therein by the applicant. They shall be deemed received at the latest on the working day following provision in the online tool or dispatch of the e-mail; the period under Section 9(b) shall commence from this deemed receipt. The applicant shall keep its contact details in the online tool up to date.
- e) The language of the contract is German. In the event of discrepancies between the German version of these GCC and a translation, the German version shall prevail.