

Testing and certification conditions for the  
Certification programme  
H2.23  
"H<sub>2</sub> -Ready"  
of TÜV Rheinland Industrie Service GmbH

As of 09.12.2024

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## 1 Preliminary remarks

These testing and certification regulations (with technical conditions for testing and certification activities) apply to the certification body

TÜV Rheinland Industrie Service GmbH  
Certification body for TÜV Rheinland Standard H2.23:2023  
Material Resistance to Pressurized Hydrogen  
Am Grauen Stein, D-51105 Cologne.

The certification body offers the following services to interested companies (hereinafter referred to as "applicant"):

Testing, certification of a test object, with a statement on the conformity of the test object with the underlying requirements.

The test objects are the applicant's manufacturer specification or products according to the manufacturer specification.

The certification body acts as an independent third party.

## 2 Scope

These testing and certification regulations govern:

- the performance of the testing and certification procedures
- the obligations and responsibilities of the certification body as well as
- the duties, obligations and rights of the applicant.

A certification procedure consists of the steps "evaluation", "assessment" and "decision regarding certification".

The "evaluation" step comprises the planning and selection of the scope of testing as well as determination of the test results (also: "examination"). The test results are summarised in a test report.

In the next step the test results are assessed, and a decision regarding certification made with issue of the certificate. Hereby it is assessed whether the test object complies with the requirements stipulated in the certification programme (this step is referred to in short by the term "certification" in these testing and certification regulations).

If the properties of the test object comply with the requirements (conformity), then the certificate (also: certificate of conformity) is issued.

## 3 Testing and certification procedure

### 3.1 Application / enquiry

The interested applicant submits an enquiry to the certification body about the certification procedure. The enquiry can be made informally.

The certification body requires the following data and information about the applicant:

- Name, address of the applicant, contact person
- Type and scope of the evaluation and respectively certification (e.g. initial certification, amendment of a certification)
- Type and extent of the certification including the expected scope:
  - Examination of the specification
  - Examination of the specification with testing under pressurized hydrogen
- Description of the test object
- If applicable, information on special requirements for the test object (standards, specifications), information on the applicant's company: Locations, personnel, equipment, processes (manufacturing process), subcontractors, any existing certifications

### 3.2 Offer and order

The certification body prepares an offer based on the scope of certification applied for, in which the individual services, prices and conditions are set out.

The offer is sent to the applicant.

An order/response form is also attached to the offer, which the applicant can use to order the certification procedure.

The order must be placed in writing. E-mail or fax are equivalent to the written form.

When placing an order, the applicant recognises the technical conditions specified in these Testing and Certification Regulations as binding. Existing contractual relationships are subject to the currently valid version of the Testing and Certification Regulations.

Changes to the offer or the order are only permitted in writing; any ambiguities must be clarified between the certification body and the applicant.

Any differences in opinion between the certification body and the applicant must be resolved.

### 3.3 Evaluation / Examination

The evaluation examines the manufacturing of semi-finished products, components and parts from metallic materials.

The test object is to be described as H<sub>2</sub>-ready if, considering technical influence factors, it is suitable for operation with 100% hydrogen. The requirements of the state of the art, which can be found in basic literature, recognised regulations, standards, research reports, etc. apply. The use of information provided by the customer on the state of the art or the results of previous tests is possible if the sources are cited and after a positive review.

By agreement, the damage mechanisms HEE (hydrogen embrittlement) and HTHA (high temperature attack) can be considered.

The certification body authorises approved inspectors to perform the corresponding examinations of the test object.

For the examination of the specification, the applicant must provide the certification body in advance with the manufacturer's specification as well as supporting documents, records and, if necessary, evidence.

The documents must be submitted to the certification body in German (or English).

The tests under pressurized hydrogen include tests on selected test objects. The applicant is informed of the procedure and content of the tests in the form of a test plan. The tests are carried out by the inspectors in accordance with the test plan. The current state of the art applies as a requirement.

Individual test steps within the scope of the examination can also be subcontracted to qualified external subcontractors (e.g. accredited test laboratories or testing in the presence of the inspector).

If the test object meets the requirements of the current state of the art, it is considered H<sub>2</sub>-Ready.

If potential for improvement is identified during the inspection, the inspectors formulate corresponding "notes".

### 3.4 Assessment and decision regarding certification / certification

The result of the examination (including any non-conformities found) is presented in a written report (examination report).

These documents are forwarded by the inspector to an authorized certifier of the certification body using the 4-eyes principle.

The certifier assesses the report with regard to conformity with the requirements (formal and technical assessment).

In the event of a negative assessment, no certificate will be issued; the applicant will be informed in writing by the certification body of the decision not to carry out certification - stating the relevant reasons - and the test report will be sent to the applicant.

If the requirements are complied with and conformity deemed given, then the certificate is issued and forwarded to the applicant.

The applicant recognises that the certificate issued is signed exclusively electronically in the form of an advanced signature in accordance with the provisions of the eIDAS Regulation.

The applicant expressly agrees to the use of the electronic form.

### 3.5 Certificate , test mark

The certificate contains the following information:

- Name, address of the applicant
- Certificate number
- Scope of certification (test object / certification programme / product standard; certification level if applicable, specified characteristic values and parameters if applicable)
- Reference to the underlying examination
- Date of issue and period of validity of certification
- Signature of the certifier
- Name, address of the certification body

The available languages for the certificate are German and English. The date of issue of the certificate is the date of the certification decision.

The certificate shall remain valid as long as the requirements and the conditions on which certification was based remain unchanged.

The certificate is valid for a period of 5 years on condition that the annual surveillance is carried out on time.

In addition to the actual certificate, a test mark can also be awarded:



The test mark specifies the scope of the certification; it also includes an individual identification number and the entry on the TÜV Rheinland website "Certipedia" (Internet: [www.certipedia.com](http://www.certipedia.com)); a QR code as a link to this website is optional.

The validity of the test mark is linked to the validity of the certificate.

### 3.6 Surveillance of certification

Annual surveillance is carried out to maintain certification. This involves reviewing whether there have been any significant changes in the test regulations applied (e.g. changes to the state of the art).

The certification body authorises approved inspectors to perform the corresponding examinations.

If there are no indications of any significant changes, no further steps are necessary.

In case of significant changes, the applicant is informed in writing and where required the following procedural steps:

- Application
- Evaluation / Examination
- Assessment and decision regarding certification

performed (see chapters 3.1-3.5).

If the above steps are not carried out, the certificate expires.

### 3.7 Extension of the certification (re-certification)

An extension of the certification after the expiry or at the end of the validity period is possible.

The following procedural steps:

- Application
- Evaluation / Examination

- Assessment and decision regarding certification

must be performed before expiry of the period of validity (see chapters 3.1-3.5), i.e. the certification decision must be taken beforehand. It is recommended to perform re-certification three months before expiry of the certificate.

### 3.8 Changes or amendments

The applicant must notify the certification body immediately of any changes affecting certification. This also includes the monitoring of changes to the state of the art specified in the test report.

After the applicant has placed the order, the certification body reviews and verifies the changes made by the applicant. The procedural steps may have to be repeated (see chapters 3.1-3.5):

- Application / Enquiry
- Evaluation / Examination
- Assessment and certification decision / certification

### 3.9 Termination, restrictions, suspension, revocation

If any infringement of the certification programme and of these testing and certification regulations is detected, then the certification body can demand that the applicant take appropriate corrective action.

In extreme cases the validity of the certification can expire, or the validity be suspended, restricted or revoked.

A certificate expires when:

- the period of validity stated on the certificate has expired and has not been renewed,
- the applicant refuses or does not enable the surveillance audit and despite a request in writing,
- the order for certification is cancelled by the certification body or the applicant (giving 3 months' notice),
- does not allow the certification body to perform surveillance,
- the applicant waives their right to the certificate,
- the applicant is declared bankrupt,
- the regulations on which the certificate is based have been amended.

A certificate can be restricted, suspended or withdrawn by the certification body if:

- deviations from the certification requirements become apparent after the certificate being issued,
- the certificate (or the test mark) is used in a misleading manner or is used for inadmissible advertising,
- facts come to light that could not be detected at the point in time when the certificate was issued,
- outstanding remuneration has not been paid to the certification body within the stipulated period of time following a payment reminder.

Before declaring a certificate restricted, suspended or invalidated the certification body gives the applicant the opportunity to present their side of the case unless such a hearing is not justifiable due to the urgency of the measures to be taken.

If the certification is revoked, then the certification body can demand that the applicant return the certificate.

The certification body shall publish the granting, cancellation or withdrawal of certification accordingly.

The certification body shall not be held liable for any disadvantages or damages the applicant may suffer as a result of a certificate not being issued or because a certificate has expired or been revoked.

## **4 Duties and responsibilities of the certification body**

### **4.1 Obligations of the certification body**

The certification body is obliged to comply with all corresponding requirements on the basis of the certification programme on which certification was based.

The certification body ensures that principles such as impartiality and independence, competence, responsibility, transparency, and confidentiality are upheld, and that complaints and objections are dealt with accordingly without bias.

It works as an independent third party, free of any pressure or influence and without any conflict of interest so that reliance can be placed in the statement of conformity on the certificates issued.

The institution that is economically and legally responsible for the certification body is TÜV Rheinland Industrie Service GmbH (TIS GmbH), a member of the TÜV Rheinland Group:

TÜV Rheinland Industrie Service GmbH  
Am Grauen Stein, D-51105 Cologne

TÜV Rheinland Industrie Service GmbH is entered in the commercial register of Cologne Local Court under the number HRB 26876.

### **4.2 Impartiality**

The certification body ensures that its services are provided to all interested applicants on the same equitable terms and that these services shall be performed impartially, objectively and in a non-discriminatory manner.

The persons and experts (inspectors, certifiers and subcontractors) involved in a certification procedure are not subject to any conflicts of interest in their work.

They do not participate in the planning and development, manufacture, marketing, operation and maintenance of the test objects that fall within the scope of application of the certification, nor do they carry out any advisory activities for the applicants concerned.

The remuneration of such personnel shall not depend on the number of inspections performed or certifications issued, nor on the results thereof.



#### 4.3 Competence

The persons and experts (inspectors, certifiers) deployed in a certification procedure are qualified, competent, and approved by the certification body to work as inspectors and certifiers.

These personnel are employed by TÜV Rheinland or are contractually bound to the certification body.

The performance of the personnel is regularly monitored by the certification body.

#### 4.4 Subcontracting

The certification body may also subcontract or outsource individual testing activities and partial tests as part of the evaluation/testing to competent and qualified external companies (e.g. testing laboratories accredited in accordance with DIN EN ISO/IEC 17025, specialist companies).

The results of such subcontracted/outsourced inspections are incorporated into the inspectors' test report as well as into the assessment and the decision regarding certification made by the certifier.

The certification body retains responsibility for subcontracted/outsourced activities, i.e. evaluation of the performance of subcontracted partial tests and assessment of the corresponding test results are performed solely by experts of the certification body themselves.

If the certification body intends to involve external bodies as subcontractors in a certification procedure, it must inform the applicant accordingly and obtain the applicant's consent.

#### 4.5 Confidentiality

The certification body is obliged to treat all information they receive about the test object to be certified or about the applicant in the strictest confidence, and only to use this information for the agreed purpose.

No information obtained during the performance of certification activities shall be made available to third parties without the express written consent of the applicant.

This commitment to treat information in confidence applies to all personnel of the certification body as well as to associated committees and external (e.g. subcontracted) bodies.

The applicant may release the certification body on certain grounds from their obligation to maintain confidentiality.

#### 4.6 Transparency / Information

The certification body shall disclose all information about the certification programme and certification procedure, the costs for the applicant, the conditions relating to use of the certificate as well as the procedure for handling complaints and objections.

Most of this information is provided in these testing and certification regulations (PZO), which are part of the order placed by the applicant.

#### 4.7 Records / list of certified test objects

A certification procedure is documented in a transparent and comprehensible manner in particular with the following records:

- Test plan, test report
- Certification decision, certificate

These documents are sent to the applicant either on paper or electronically and are filed and archived by the certification body. The archiving period is at least 10 years. Any further legal requirements remain unaffected.

The certification body maintains a list of all valid certifications.

#### 4.8 Complaints / Objections

Objections against test results or decisions regarding certification or complaints about the certification body may be submitted to the certification body by the applicant themselves or by other interested groups.

Appeals / complaints can be submitted electronically via the e-mail address [contact-center-bsti@tuv.com](mailto:contact-center-bsti@tuv.com), stating the relevant certificate number and describing the facts of the case.

The head of the certification body is responsible for ensuring that decisions regarding objections and complaints are only made by persons or committees from the certification body who were not involved in this certification procedure.

The person making the appeal or complaint shall be notified of the receipt of their appeal or complaint, the progress made in dealing with it, as well as the decisions and results of the appeal.

The certification body has to give the person making the appeal or complaint detailed reasons for their decision.

It shall be ensured that the person making the appeal will not be disadvantaged or discriminated.

#### 4.9 Responsibility / liability of the certification body

Details on liability can be found in the General Terms and Conditions.

In particular, the certification body is not liable for any disadvantages or damages the client may suffer if a certificate cannot be issued due to a negative test result.

## 5 Rights and obligations of the applicant

### 5.1 Obligations of the applicant

The applicant ensures and is obliged to verify that all requirements of the certification programme and these testing and certification regulations relating to their company and the test object are implemented and will continue to be complied with in the future as well.

## 5.2 Competence of the applicant

The applicant must have the ability, knowledge and skills to achieve the intended results.

## 5.3 Access to the applicant's premises

The applicant has an obligation to cooperate and must provide the certification body with all requisite information, data and documents relating to the application or the evaluation/inspection.

The applicant grants the inspectors from the certification body access to all relevant areas in the company and to the test object for the purpose of performance of the designated inspections.

## 5.4 Information about changes and amendments

The applicant must notify the certification body immediately in writing of any changes affecting the certification.

The certification body shall inform the applicant of the corresponding action to be taken (e.g. retesting, certification and issuing of certificate).

## 5.5 Use of the certificate / test mark

The certificate certifies that the test object conforms with the requirements specified in the certification programme. The certification statement refers solely to the test object inspected.

During the period of validity of the certificate the applicant is entitled to:

- to advertise with the certification (with the certificate and, if applicable, with the test mark) in printed materials (such as brochures, leaflets, business documents),
- to depict the certificate (and, if applicable, the test mark) in unchanged form in advertising measures.

The design of the test mark (composition, shape, colour, typography) may not be changed. It is not permitted to remove any parts of the test mark.

The test mark must not be used in conjunction with or directly connected to other logos or marks. A sufficient gap should be left when placing the test mark next to other marks.

The applicant may not use the certificate (and, as applicable, the test mark) in a misleading manner but solely for the designated scope of application. The certificate must not be used in any way that could bring the certification body into disrepute.

The conditions of use for any test mark awarded are regulated in Annex 1

The applicant may only distribute or publish test reports and certificates in their complete, un-abridged form. Extracts of these documents may not be published without the prior consent of the certification body.

After suspension or withdrawal of the certification, the applicant must cease all advertising that refers to the certification in any way.

The applicant must return all certification documents requested by the certification body after revocation of the certification or, if these documents are in electronic form, arrange for them to be destroyed.

#### 5.6 Responsibility / liability of the applicant

The applicant is responsible for meeting all the requirements from the certification programme that refer to the test object.

Testing and certification carried out by the certification body does not exempt the applicant from his obligation to comply with statutory product liability.

## 6 Effective date and amendments to the testing and certification regulations

Should any individual provision of these testing and certification regulations become ineffective, then the validity of the remaining provisions should not be affected as a consequence thereof. The certification body and the applicant shall replace the ineffective provision with an effective provision which is closest to the intended provision.

The certification body is entitled to demand a contractual penalty of up to EUR 25,000 in the event of culpable violations of these testing and certification regulations by the applicant, in particular in the event of unlawful use of the certificate and the test mark.

Only German law shall apply to the legal relationship between the applicant and the certification body. The place of jurisdiction and fulfilment is Cologne, Germany.

These testing and certification regulations come into force on 09.12.2024.

These testing and certification regulations apply to all certificates issued during the period of validity. Any future amendments to these testing and certification regulations may affect existing certifications. In such cases the certification body shall inform the applicant accordingly in writing.

## Appendix 1 – Terms of Use for the TÜV Rheinland Test Mark

General and common terms of use

for all versions of the TÜV Rheinland test mark

of TÜV Rheinland Industrie Service GmbH (hereinafter referred to as licensor)

### General points

- (1) These general and common terms of use for the test mark (hereinafter referred to as “terms of use”) apply to all customers who conclude a contract with the licensor for a certain product or service (hereinafter referred to as “contractual product”) for participation in the licensor's certification system (hereinafter referred to as “certification contract”).
- (2) On conclusion of the certification contract, however at the latest with their consent after downloading the test mark from the test mark download page, the customer accepts these terms of use, the testing and certification regulations and the licensor's general terms and conditions of which the customer has been advised to note, and the validity of which is not affected by the regulations set out below.
- (3) The customer may use the licensor's test mark in the agreed form in accordance with the certification contract and these terms of use in order to demonstrate the testing and certification of their contractual product.
- (4) The test mark is protected, inter alia, by the German trademark 30 2012 028 733 “TÜVRheinland” registered for TÜV Rheinland AG, and the international trademark 1 185 075 (hereinafter referred to as “trademark”). The licensor is affiliated to the holder of these and other trademarks under company law and affirms that they have been granted the requisite rights by the holder of the trademark to grant permission to use the test mark.

### Section 1 Permission for use

- (1) Starting from when the certificate pursuant to the certification contract is granted, and for the duration specified therein, the licensor grants the customer a simple licence for use of the test mark for the contractual product in the entire territorial scope of validity of the trademark pursuant to the requirements of Section 4.
- (2) The use of the licence for other products or services, even if they are of similar construction or content, is neither provided for nor permitted by these conditions of use. In the event of any breach or infringement, the licensor is permitted, inter alia, to demand a contractual penalty pursuant to Section 5 from the customer.
- (3) The customer is not entitled to issue sublicences or rights from this licence relationship nor to transfer their contractual status in its entirety to third parties and/or to legally or commercially affiliated companies pursuant to Section 15 of the German Stock Corporation Act (AktG).
- (4) By way of clarification it is emphasised that this permission for use does not entitle the customer to use either the licensor's corporate logo, registered as the German trademark 306 69 064, or the corporate design of the licensor.

## Section 2 Loss of the right of use

- (1) The customer may use the test mark until the expiry, revocation or the declaration of invalidity of the certificate issued pursuant to the certification contract, or until the non-performance of requisite surveillance audits. If the certificate is declared invalid for a restricted period during the term of contract, or its validity is suspended and/or terminated by one of the parties to the contract, this also then applies to the granting of the right of use under these conditions of use. The customer is obliged to immediately cease to use the test mark in any manner after their right of use ends.
- (2) The customer has the right to market their stock of contractual products held at their premises for a period of 3 years from the end of the contract. Moreover, the customer has to ensure that the aforementioned period for liquidation of current stocks held, is observed by their own customers.
- (3) The licensor is entitled to terminate the permission pursuant to Section 1 with future effect if the customer infringes the trademark or supports a third party in such an infringement. Notwithstanding the regulations set out above, the licensor has the right at any time to prohibit with immediate effect the use of the test mark defined in this contract in the event of any culpable breach by the customer against their obligations arising from these conditions of use.

## Section 3 Usage fee

The right of use is granted pursuant to the certification contract either against payment of a fee or free of charge.

## Section 4 Usage

- (1) With test marks that are issued for certified products, the customer is obliged to use the test mark solely on the contractual product, its outer packaging or to advertise the contractual product and to use it solely in such a manner that it is clearly and exclusively assigned to the customer's contractual product, company name and company logo. Product related advertising with a test mark is not permitted if only a certificate of conformity or system certificate has been issued.
- (2) With test marks that are issued for certified management systems, the customer is obliged to only use the test mark to advertise certification of the organisation in their communication (e.g. on their website, their letterhead or their company brochures). Moreover, the customer is obliged to use the test mark solely in such a manner that it is clearly and exclusively assigned to the certified organisation, the company name and company logo.
- (3) The test mark may be used solely in the form, variant and language – as agreed – with the test and certification statements (“key words”) and with all details and information texts (such as product and/or model descriptions, reference to the certificate holder) that are defined in the certification contract and are specified on the test mark download page. In addition, the customer is obliged to depict the individual identification number assigned to the contractual product in accordance with the certification contract, together with the test mark.
- (4) The “key words” and any agreed information texts and the design of the test mark must not be modified or changed in any way or used in a modified or changed way. In the event of a breach, the licensor is entitled, inter alia, to demand from the customer a contractual penalty pursuant to Section 5.

- (5) The customer is not permitted to add any other elements, irrespective of their type, such as the company name and/or company logo of the customer or of a third party, product names and/or a product logo or other graphical depictions to the test mark. Breaches substantiate a claim to a contractual penalty pursuant to Section 5. Other elements, irrespective of their type, are deemed not to have been added to the trademark if they are placed at a minimum distance from the test mark of one quarter of the total height of the test mark.
- (6) The test mark is to be used in the proportions specified. A minimum height of 15 mm is recommended. The same colour scheme is to be used in all cases for the test mark as specified in the certification contract and as downloaded by the customer from the test mark download page. Under the provisions of the TM Advertising Guideline, a redesign in colour of the black-and-white line art version of the test mark as part of the customer's advertising is not permitted unless this is all in one colour and the area covered by the redesigned test mark in colour is at least 70% of the area covered by the original black-and-white line art version. Furthermore, the customer shall ensure at all times the full legibility of all picture elements of the redesign of the test mark in colour. In addition, a redesign of the downloaded test mark in colour is expressly prohibited.
- (7) The customer must not use the test mark in such a way as to give a misleading impression of the scope and content of the certification. In particular they must not give the impression that the test mark has been awarded following testing by an official or government body.
- (8) The customer themselves is wholly responsible for ensuring the test mark issued is used as permitted and is also responsible for the permissibility of all the statements relating to the test mark. This also applies to the correct use/advertising by their customers.
- (9) In using the test mark for advertising purposes, the customer is obliged to provide a means of supplying information about the test object to which the test mark relates. In addition to publication of the complete certificate based on the respective tests, suitable information can also be provided by an individual entry on the TÜV Rheinland AG certificate database "Certipedia" on [www.certipedia.com](http://www.certipedia.com). The customer must transfer the aforementioned obligation to their own customers who use the test mark for advertising purposes. The licensor is entitled to publish the names of the certificate holders and the tested products, audited systems etc. for consumer information purposes.
- (10) The test mark is to be used by the customer solely in a form that does not jeopardise the reputation and appearance of the test mark and the reputation and the validity of the trademark and/or the reputation of the licensor and their affiliated companies pursuant to Section 15 of the Stock Corporation Act (AktG) as independent third parties and/or recognised inspection service providers. In the event of such a risk, the customer must discontinue the use of the test mark concerned immediately at the licensor's request.
- (11) The customer accepts that any use of the test mark and the trademark by the customer constitutes use by and for the benefit of the licensor. Records of the use of the test mark and the trademark by the customer are to be kept for at least 5 years by the customer and are to be provided to the licensor on request.
- (12) All costs incurred as a result of the use of the test mark by the customer shall be borne by the latter themselves. In addition, the customer shall indemnify the licensor against all claims of third parties resulting from breaches against Section 4. If the licensor should nevertheless incur material and/or immaterial damage, they are free, inter alia, to demand a contractual penalty pursuant to Section 5 from the customer.

### **Section 5 Contractual penalty, applicable law and place of jurisdiction**

- (1) For each legally determined culpable breach by the customer against their obligations under these conditions of use, the licensor is entitled to demand an appropriate contractual penalty to be defined by the licensor for each individual instance of a breach and to be reviewed in the event of dispute by the responsible court. The possibility to claim further compensation shall be unaffected by this. Offsetting a contractual penalty by any compensatory claims is not permitted.
- (2) These conditions of use are governed by the law of the Federal Republic of Germany. The place of jurisdiction for disputes arising from or in connection with these conditions of use is Cologne.