

# Terms and Conditions

## Certification of management systems and products

### 1 Area of application

These terms and conditions apply to all services provided by SystemCERT Zertifizierungsgesellschaft m.b.H., hereinafter referred to as SystemCERT, and the organisation which makes use of the services provided by the certification body, hereinafter referred to as the customer. The services comprise the auditing, assessment (appraisal) and certification of management systems and other test activities on the basis of normative standards and applicable regulations.

These general terms and conditions constitute an integral component of the contract between SystemCERT and the customer.

Any deviating terms and conditions which the customer may have, such as general payment, purchasing or payment conditions, are only applicable if SystemCERT has given its express consent to them.

### 2 Extent and execution of the contract

The object of the contract between SystemCERT (contractor) and the organisation certified or to be certified (customer) is not a specific economic success but rather the agreed appraisal with the ascertainment as to whether the customer satisfies the prescribed verification requirements necessary to have a certificate issued in accordance with the established rules or to be permitted to make further use of one that has already been issued.

### 3 Obligations of the certification body

#### a) Secrecy, confidentiality and data protection between SystemCERT and the customer

SystemCERT is obliged to observe silence with regard to all facts of which it becomes aware in the course of its activities. This applies not only to the customer but also to the customer's business relations.

Only the customer himself, but not his vicarious agents, can release SystemCERT from its obligation to observe secrecy. SystemCERT may only pass on reports, expert opinions and other written statements on the results of its activities to third parties with the consent of the customer. This also applies to the time after the contractual relationship has terminated. Once the established retention period of ten years has expired, the documents which were collected and filed within the scope of the provision of services must be destroyed.

Detailed reporting to the steering committee in the event of disputes is exempted from the obligation to observe secrecy. The impartiality committee must also be presented with all relevant documents within the course of its activities.

The customer agrees that information collected within the scope of certification (offers, audit plans, audit reports) may be made available on request to the accreditation body, which may also participate in on-site audits.

The customer agrees that SystemCERT may send information on its products and services to the customer's address. The customer may withdraw this consent at any time.

The customer acknowledges that SystemCERT shall maintain and make available a publicly accessible list of the certifications performed. The names of all valid certificate holders are listed in this directory, which can be accessed via the SystemCERT homepage.

More detailed information will be made available on request. The data are updated monthly. The customer consents to the publication of these data on the SystemCERT homepage. The customer also consents to a link being made to the homepage of the certified organisation.

SystemCERT undertakes to provide the contractor with timely information on changes to requirements for its certification.

#### b) Liability

SystemCERT is only liable towards the customer for reckless, negligent violations of its contractual obligation as defined by the following provisions. Liability for simple negligence is excluded in all instances.

- Every instance of liability on the part of SystemCERT is limited to typical damage which can foreseeably occur to the customer and its amount restricted to the contractually agreed payments to SystemCERT made when due for the performances on which they were based.
- SystemCERT will not be held liable under any circumstances for loss of profits, consequential damage, direct and indirect damage and pure pecuniary damage of any kind.
- With other statutes of limitation, every claim for damage can only be asserted in court within six months from the date on which the party entitled to claim for damage became aware of the damage but no later than within two years from the date of the occurrence on which the claim was based.
- The customer guarantees that, to the extent to which it is legally permissible and provided that nothing to the contrary has been expressly agreed with SystemCERT in writing, the services provided by SystemCERT will be used exclusively for purposes of the customer and not for any third party. If any services are passed on to or used on behalf of a third party despite this, SystemCERT will not be held liable towards the third party.

### 4 Appointment of Evaluators / Auditors

The management of SystemCERT only commissions evaluators/auditors who are capable of providing the commissioned services in accordance with the established regulations on the basis of their specialist qualifications and professional experience. The customer can refuse to accept the proposed evaluators/ auditors in justified cases.

### 5 Certification process

The certification process runs in line with the procedure established by SystemCERT and published on their homepage which take into account the provisions of the standards ISO/IEC 17021 and ISO/IEC 17065 as well as those of the accreditation body.

When performing their certification tasks, SystemCERT and/or the appointed evaluators/auditors ensure that disruptions to the customer's operations are kept to a minimum. The right to make certification decisions is reserved for the certification body.

### 6 Validity period of the certificate

The period of validity of certificates for management systems and products is fundamentally three years. Any arrangements contrary to this must be recorded in each respective process description.

### 7 Obligations of the customer

#### a) Provision of documents for inspection, duty to inform

The customer is responsible for ensuring that, without any special request to do so, SystemCERT is presented with all necessary data, documents and other documentation required for the provision of services and that SystemCERT is notified of all processes and circumstances which could be of significance for the provision of the agreed services. Access to the necessary premises, plant, equipment and work locations must be guaranteed during the certification process.

The customer must ensure that the responsible employees are present on the company premises and have been prepared for the process of providing practical evidence. The staff members questioned are obliged to give information openly and truthfully on all matters connected with the business which are relevant to the assessment of the management system.

#### b) Coordination of and compliance with dates

With the confirmation of the agreed date by SystemCERT, the date becomes binding for both parties to the contract. Cancellations and changes to the date must be addressed to SystemCERT in writing by the customer and are only possible with the consent of SystemCERT. If certification cannot be undertaken due to the gross negligence of the customer, the customer will refund any costs incurred by SystemCERT.

#### c) Fees, timely payment of invoices

The customer recognises SystemCERT's rates in their currently valid version and will ensure that invoices are settled within the given deadline.

#### d) Assurance of independence

The customer is obliged to refrain from everything which could jeopardise the independence of the evaluator/auditor.

### 8 Rights and obligations of the certified organisation

The holder of a certificate from SystemCERT may use it without restriction for business purposes, in particular for advertising and trust-building towards business partners and the general public; is obliged to notify SystemCERT without delay once the certificate has been issued of any changes within the company which could have an influence on the retention of the certificate;

undertakes to systematically record objections to the certificate raised by third parties and to disclose these records as well as the resulting and initiated improvement measures to the assessors/auditors on the occasion of an audit by SystemCERT;

undertakes that if the sponsor makes the certification documents available to others, the documents must be reproduced in their entirety;

is obliged to systematically record third party complaints relating to the certificate and to make the evaluators/auditors aware of these records during a SystemCERT audit, as well as the resultant improvement measures that were initiated;

undertakes to return the certificate in its original condition to SystemCERT after termination, revocation of the certificate or to demonstrably cancel the certificate (only after consultation with the certification body).

#### Restriction of the area of application or suspension of certification:

The area of application is **restricted**:

- through a written application from the certified organisation to restrict the area of application of the implemented management system
- if it was determined in the course of an audit by SystemCERT that the area of application documented by the organisation does not comply with the area of application that was determined by the evaluator/auditor in the course of an audit and documented in a deviation report.

If the area of application of the management system of an organisation is restricted, SystemCERT checks to establish whether it is necessary to re-issue the certificate with an altered area of application.

Certification is **suspended**:

- by an application of the certified organization to SystemCERT.
  - on the recommendation of the audit team leader or the certification body.
- The period of suspension may not exceed 6 months. During the period of suspension, the organization may not promote certification. The suspension of the certification of an organization will also be announced on the SystemCERT website of the respective organization. The suspension does not extend the validity period of the certificate.

The **revocation** of, or request to refrain from using, a valid certificate is compulsory in the following instances:

- The certification requirements including the effectiveness of the management system are not being fulfilled either permanently or sufficiently.
- Nonconformities detected during an audit are not rectified within the deadline stipulated in the audit.
- Noncompliance with the obligation to conduct annual monitoring within the period of validity.
- Non-extension of the certificate after the period of validity has elapsed.
- Misuse or alteration of the certificate/mark.
- If the certification body no longer extends the certification contract. A corresponding, reasonable period until the withdrawal of the certificate is agreed.

In the event of revocation of the certificate or a request to refrain from using a valid certificate, the holder is obliged to no longer use it and to ensure that all documentation connected with it is no longer circulated.

All certificates and audit reports remain in the possession of the certification body.

### 9 Use of the certification logos

The holder of a valid certificate from SystemCERT has the right to use the SystemCERT certification marks, in which the number and each respective regulation are entered in compliance with the attestation of conformity, for business purposes, in particular for advertising and trust-building towards business partners, in public on offers etc.

A graphic alteration of the certification logo is only permissible with the written consent of SystemCERT.

The SystemCERT certification logos may not be transferred to any third parties or successors, nor may it be the object of any enforced measure. After the expiry of the validity of the attestation of conformity the certification marks may not be used anymore.

The SystemCERT certification logos do not automatically entitle the holder to use the Federal Coat of Arms, nor may the logos be used on products or on test, calibration or inspection reports.

Within the scope of the use of the attestation of conformity and the SystemCERT certification logos, the holder is obliged to comply strictly with the rules of fair competition.

SystemCERT must be notified in writing without delay of any organisational changes within the area of application of the management system, such as reorganisations and the cessation of old or expansion of new business activities.

The management system must be proven to have been further developed through systematic measures (e.g. internal audits, corrective and preventive measures, periodical assessment of the management system etc.) within each valid periodicity, currently twelve months.

All complaints from third parties about the management system must be reported to SystemCERT in writing within five working days. Each complaint has to be evaluated and the necessary improvement measures derived. These complaints and corrective measures must be disclosed without request within the scope of the next on-site SystemCERT service.

### 10 Fees

Unless agreed otherwise per contract, the customer recognises the fees established by the certification body, as amended.

The follow-up costs, which were stated in the offer, will be adjusted according to our tariff adjustments, if necessary.

If deviations are found during the audit, SystemCERT will charge for the additional administrative effort. In particularly complex cases, we also take the liberty of charging for the reworking of at least one audit hour.

### 11 Court of arbitration

The court of arbitration is the highest instance that the customer can apply to for a decision in the event of differences of opinion regarding information requests and evaluation by the evaluators/auditors, as well as the granting or revocation of a certificate.

The court of arbitration is made up of a chairperson and the managing director of SystemCERT and the party bringing the action.

### 12 Invalidity of a provision, collateral agreements

Should one or more of the above terms and conditions be or become ineffective, the legally valid provision will apply in its place. The effectiveness of the other provisions will not be affected by this.

Any changes or supplements to these terms and conditions must be made in writing.

### 13 Place of jurisdiction

The place of jurisdiction is Leoben.