



INTERNATIONAL CERTIFICATE CONDITIONS

OF QUALITY AUSTRIA - TRAININGS, ZERTIFIZIERUNGS UND BEGUTACHTUNGS GMBH

一般条款和条件

VALID AS OF NOVEMBER 2022

自2022年11月起生效

Concerning system certification

关于体系认证

Subject to changes. The Conditions, as amended, are available at www.qualityaustria.com/gtc.

关于变化的信息可在 www.qualityaustria.com/gtc 查询获取

I. VALIDITY AND SCOPE 有效性和范围

1. These International Certificate Conditions are applicable to all non-Austrian applicants and holders of certificates issued by Quality Austria - Trainings, Zertifizierungs und Begutachtungs GmbH (hereinafter referred to as Quality Austria or qualityaustria) for system certification.

这些国际证书条件适用于所有非奥地利申请人和Quality Austria颁发的证书持有人

2. For applicants domiciled outside of Austria, certification will usually be carried out in cooperation with local quality-austria partners, who will provide specific certification activities (esp. auditing) in coordination with Quality Austria and provide local support to applicants. The services provided by the qualityaustria partner shall be subject to its general terms and conditions, which shall apply in addition to these International Certificate Conditions of Quality Austria.

对于在奥地利境外注册的申请人，通常会与当地的qualityaustria合作伙伴合作进行认证，他们将与Quality Austria一起提供特定的认证活动（尤其是审核），并为申请人提供当地支持。qualityaustria合作伙伴提供的服务应遵守其一般条款和条件和Quality Austria国际证书条件。

3. By applying for a qualityaustria certificate, applicants acknowledge the following terms and conditions.

申请qualityaustria证书，申请人承认以下条款和条件。

4. Certificates issued by Quality Austria shall be subject solely to the following terms and conditions and to the relevant standards on which certification is based. Any deviating terms and conditions (e.g. standard terms and conditions, terms and conditions of purchase) of the applicant are expressly excluded.

Quality Austria颁发的证书仅受以下条款和条件以及认证所依据的相关标准的约束。明确排除申请人的任何偏离条款和条件（例如标准条款和条件，购买条款和条件）。

II. DATA PROTECTION, SECRECY, CONFIDENTIALITY, CONSENT TO RECEIVE ADVERTISING MATERIALS 数据保护，保密，同意接收广告材料

1. Quality Austria undertakes to comply with applicable data protection laws, in particular the EU General Data Protection Regulation (GDPR), when processing personal data. Any personal data collected by Quality Austria in relation to the certification activities will be stored electronically and processed by Quality Austria as “controller” within the meaning of the GDPR for the purpose of issuing a qualityaustria certificate, for necessary (audit) documentation according to statutory provisions or relevant standards, for accounting purposes as well as for customer relationship management, including submission of offers for other qualityaustria services (e.g. recertifications and add-on certifications, relevant training). The legal basis for the processing is Art 6.1(b) GDPR (performance of a contract, as far as the data subject is party to the contract), Art 6.1(f) GDPR (legitimate interests pursued by Quality Austria and the applicant in the provision of the agreed

qualityaustria services to increase the quality) and Art 6.1(c) GDPR (legal obligations of Quality Austria).

Quality Austria承诺在处理个人数据时遵守适用的数据保护法，尤其是欧盟通用数据保护法规（GDPR）。Quality Austria收集的与认证活动有关的任何个人数据将以电子方式存储，并由Quality Austria作为GDPR意义上的“控制者”，根据法定规定提供必要的（审核）文件，为了会计目的和客户关系管理，包括Quality Austria其他服务的报价（例如重新认证和附加认证，相关培训），对这些数据进行处理。处理的法律依据是GDPR第6.1（b）条款（履行合同，只要数据主体是合同的当事方），GDPR第6.1（f）条款（Quality Austria公司和申请人在提供商定的qualityaustria服务以提高质量方面追求的合法利益）和GDPR第6.1（c）条款（Quality Austria的法律义务）

2. Quality Austria will store any personal data as long as may be necessary to achieve the above purposes. Any master data concerning an applicant (including officers authorized to represent the applicant, applicant's contacts) as well as any data concerning order history will be stored until the end of the business relationship and until the end of the warranty, limitation and statutory retention periods. Any audit reports and audit documentation will generally be stored for a period of 12 years, unless normative or statutory regulations provide for a longer retention period.

为达到上述目的，Quality Austria将储存个人数据。任何关于客户的主数据（包括授权代表客户的人、客户的联系人）以及关于订单历史的任何数据都将存储直至业务关系结束，保修、时效和法定保全期限结束为止。所有审核报告和审核文件一般将储存12年，除非规范性或法定条例规定更长的保存期。

3. All information made available to Quality Austria by an applicant which is not public domain will be kept confidential. Quality Austria undertakes not to disclose to third parties any confidential information about an applicant which arises from its activities (including, but not limited to, audit reports and other written statements concerning the results of qualityaustria's activities), except with the applicant's written consent, unless Quality Austria is required to disclose such information by law or unless the disclosure of such information is absolutely necessary for the performance of the contract. This applies also after an order was performed as agreed.

由非公共领域的申请方提供给Quality Austria公司的所有信息将被保密。Quality Austria公司承诺，如果向第三方披露与申请方活动有关的任何机密信息（包括但不限于审核报告和其他有关Quality Austria公司的结果的书面陈述，活动），必须得到申请方的书面同意，除非法律要求Quality Austria披露此类信息。这也适用于按照约定履行命令之后。

4. The applicant acknowledges that any information about the applicant which is made available to Quality Austria or arises from its activities (including, but not limited to, audit reports) will be made available to the accreditation or certification bodies (e.g. BMDW, VDA-QMC, IATF, KBA) on request and that any such body may participate in audits on site. The applicant further



acknowledges and agrees that observers of Quality Austria (e.g. witness auditors or trainee auditors) may participate in on-site certification activities 申请方确认, 提供给Quality Austria或源于其活动的信息(包括但不限于审核报告)可以按需提供给认可或认证机构(例如, BMDW, VDA-QMC, IATF, KBA), 并且任何此类机构可以现场参与审核。

5. The applicant shall ensure that all personal data provided by the applicant to the **qualityaustria** partner may be forwarded and processed by Quality Austria in the context of providing its service. The applicant shall observe all applicable data protection provisions and obtain any consent that may be necessary. The applicant shall hold harmless and indemnify Quality Austria in this respect.

申请方应确保其提供给**qualityaustria**合作伙伴的所有个人资料, 在提供服务时可由Quality Austria公司转发和处理。申请方须遵守所有适用的资料保障规定, 并取得任何可能需要的同意。在这方面, 申请方应持无害态度并保障Quality Austria权益。

6. If the applicant is a legal entity, the applicant hereby agrees that Quality Austria may process the applicant's contact details to send the applicant information and advertising materials about **qualityaustria's** training, verification and certification services and products. The applicant also agrees that the above data will be sent to **qualityaustria's** affiliated organizations ÖQS, ÖVQ, ÖQA and AFQM which will use such data for promotional mailings concerning their training, verification and certification services and products. The applicant agrees to receive from Quality Austria, ÖQS, ÖVQ, ÖQA and AFQM by mail, fax and email advertising materials and information concerning products and services of these organizations. The applicant may withdraw his/her consent at any time.

如果申请方是法人, 申请方同意Quality Austria公司可以处理申请方的联系方式, 向申请方发送有Quality Austria公司培训的信息和广告材料, 验证和认证服务及产品。申请方还同意, 上述数据将被发送至Quality Austria附属机构, 如: ÖQS, ÖVQ, ÖQA 和 AFQM, 这些数据将被用于培训、核查和认证服务及产品。申请方同意通过邮件、传真和电子邮件等方式, 从Quality Austria, ÖQS, ÖVQ, ÖQA 和 AFQM接收有关这些组织产品和服务的广告材料和信息。申请方可随时撤回其同意。

7. The applicant acknowledges that the Austrian Accreditation Act and pertinent standards (including, but not limited to, EN ISO/IEC 17021) require Quality Austria to make available a publicly accessible list of certifications made. The list which is available on **qualityaustria's** website includes all certificates, as valid from time to time, and their holders, including the following data: name/company name and address of the certificate holder, certificate number, scope of application and applicable normative documents. The applicant agrees that such data is published on **qualityaustria's** website. The applicant also agrees that a link is created to the certified organization's website.

申请方承认奥地利认证法案和相关标准(包括, 但不限于, EN ISO/IEC 17021)要求Quality Austria提供一份公开的认证清单。可在Quality Austria网站上查阅的清单包括所有不时有效的证书及其持有人, 包括以下数据: 证书持有人的姓名/公司名称和地址、证书号码; 适用范围和适用的规范性文件。申请方同意这样的数据发表在Quality Austria的网站上。申请方还同意创建一个链接到经认证的组织的网站。

8. Quality Austria points out that pursuant to the EU General Data Protection Regulation, data subjects have the right to access their personal data which have been processed as well as a right to rectification, erasure, restriction of processing and data portability. The right to erasure of data may be limited in the cases referred to by law, especially due to statutory retention obligations

Quality Austria needs to satisfy, or based on any overriding legitimate interest of Quality Austria. In addition, in the cases referred to by law, any data subject may object to the processing of his/her personal data. Data subjects may object to any future use of their personal data for direct marketing purposes at any time, free of charge and without giving any reason. To exercise any of these rights, please contact datenschutz@qualityaustria.com. Data subjects also have a right to lodge a complaint with a supervisory authority. In Austria, the competent supervisory authority is the Austrian Data Protection Authority (Datenschutzbehörde). Further information concerning data protection provided by Quality Austria is available at **qualityaustria's** website at www.qualityaustria.com/en/privacy-policy.

Quality Austria 指出, 根据欧盟一般数据保护条例, 数据主体有权访问已经处理过的个人数据, 并有权要求改正、删除、限制处理和数据的可移植性。在法律提及的情况下, 删除数据的权利可能受到限制, 特别是Quality Austria 需要遵守的法定的保全义务, 或基于Quality Austria的利益。此外, 在法律所指的情况下, 数据主体均可反对处理其个人资料。数据主体可在日后的任何时间, 免费而无须提供任何理由, 反对将其个人资料作直接推销用途。要行使这些权利, 请联系datenschutz@qualityaustria.com。数据主体也有权向数据保护机构提出申诉。在奥地利, 主管监督机构是奥地利数据保护局(Datenschutzbehörde)。关于Quality Austria提供的数据保护的进一步信息可在Quality Austria的网站上查阅www.qualityaustria.com/en/privacy-policy

III. LIABILITY OF QUALITY AUSTRIA Quality Austria的赔偿责任

1. The applicant acknowledges that auditing only amounts to a check, on a random basis, of the management system on the basis of normative evaluation models/standards/regulations. Quality Austria will generally not check the conformity of the relevant organization with the law and does not accept any warranty or liability that the audited organization complies with all legal requirements. **qualityaustria's** liability is based on the following provisions

申请方需承认, 审核只是根据规范的评估模式/标准/条例, 随机对管理体系进行检查。Quality Austria一般不会检查有关组织是否符合法律, 也不接受被审核组织遵守所有法律要求的任何保证或赔偿责任。**qualityaustria**赔偿责任基于以下规定。

2. Quality Austria is liable to the applicant only for any violation of its contractual obligations by intent or recklessly gross negligence, subject to the following provisions. Quality Austria disclaims any liability for slight and simple gross negligence.

Quality Austria只对因故意或轻率的重大疏忽而违反合同义务的申请方负责, 但须遵守下列规定。Quality Austria对轻微和简单的重大过失不负任何责任。

3. Any liability of Quality Austria is limited to typically foreseeable damage incurred by the applicant and shall not exceed the amount of remuneration paid to Quality Austria or the **qualityaustria** partner for the underlying certification services.

Quality Austria的任何赔偿责任仅限于申请方通常可预见的损害, 不应超过为基础认证服务支付给Quality Austria 或**qualityaustria**合作伙伴的报酬金额。

4. Quality Austria disclaims any liability for lost profit, any consequential damage caused by defect, any direct or indirect damage and any pure pecuniary loss.

Quality Austria对利润损失、缺陷造成的任何间接损害、任何直接或间接损害以及任何纯粹的金钱损失不承担任何赔偿责任。

5. Unless any claim for damages is asserted in court within six months of the eligible party becoming aware of such damage, and at least within two years of the event triggering a claim, any such claim shall become statute-barred.

除非在符合条件的当事方知道损害后六个月内向法院提出任何损害赔偿要求, 并



且至少在引起索赔要求的事件发生后两年内，否则任何此种索赔要求都将失去时效。

6.To the extent permitted by law and unless expressly otherwise agreed with Quality Austria in writing, the applicant guarantees that qualityaustria's services will only be used for the applicant's purposes and not for third parties. If services provided by Quality Austria are passed on to or used for third parties, Quality Austria shall not be liable to that third party.

在法律允许的范围内，除非与Quality Austria有明确的书面协议，申请方保证qualityaustria的服务只用于申请方，而不适用于第三方。如果Quality Austria提供的服务被转给或用于第三方，Quality Austria不对该第三方负责。

7.If Quality Austria is liable to a third party by way of exception, the provisions of this Section III, including, but not limited to, all limitations of liability included therein, shall be applicable not only between Quality Austria and the applicant but also to that third party. Whenever a third party asserts damages against Quality Austria, the applicant will fully hold harmless and indemnify Quality Austria for and against such claims.

如果Quality Austria公司以例外方式对第三方负有责任，按照本文第三节的的规定，但不限于其中所载的所有赔偿责任限制，不仅适用于Quality Austria与申请方之间，而且也适用于该第三方。当第三方对Quality Austria提出损害索赔时，申请方将对Quality Austria完全持无害和赔偿的态度。

8.The maximum liability sum agreed in paragraph 3 above shall be applicable in aggregate only once to all injured parties, even if several parties (the applicant and a third party or more third parties) have incurred a loss. Injured parties will be compensated in the chronological order in which their claims were lodged. 以上3段所议定的最高赔偿责任总额只对所有受害方适用一次，即使有若干当事方（申请方和第三方或第三方以上）遭受了损失。受害方将按提出索赔的时间顺序获得赔偿。

9.The above limitations of liability shall also apply to any legal representative, employee and vicarious agent (including, but not limited to, any auditor) of Quality Austria if any claim is directly asserted against any of the foregoing although there is no contractual relationship between them and the applicant and no contractual liability applies.

上述责任限制亦适用于任何法定代表人、雇员及Quality Austria代理人（包括但不限于：任何审核员），如果任何索赔直接针对上述任何一方提出，尽管他们与申请方之间没有合同关系，也不适用合同责任。

IV.RIGHTS OF THE APPLICANT 申请人的权利

1.Quality Austria undertakes to disclose the individuals carrying out an assignment to the customer. If the customer rejects these individuals for substantiated reasons, Quality Austria will endeavor to make a new proposal. The customer may not object to the members of an audit team if audits are announced on short notice. Quality Austria may select the individuals carrying out an assignment at its own free discretion, unless national and international regulations, e.g. IAF/EA policies, requirements of the accreditation body or laws/regulations, e.g. the EMAS Regulation, provide otherwise.

Quality Austria承诺向客户披露完成任务的个人。如果客户以确凿的理由拒绝这些人员，Quality Austria将努力提出新的建议。如果在短时间内宣布审计，客户可能不会反对审计团队的成员。Quality Austria可自行选择执行任务的人员，除非国家和国际法规（如IAF/EA政策、认证机构的要求或法律/法规（如EMAS法规）另有规定。

2.If an individual assigned by Quality Austria is not able to perform his or her duties immediately before or during provision of a service, e.g. due to illness, he or she will be replaced by another individual in agreement with the customer or another appointment will be agreed.

如果Quality Austria指派的人员在提供服务之前或期间不能立即履行其职责，例

如因病，则将由与客户达成协议的其他人员替代，或另行约定。

3.The applicant acknowledges and agrees that observers of the accreditation bodies and/or Quality Austria (e.g. witness auditors or trainee auditors) may participate in on-site services.

申请人承认并同意，认证机构和/或Quality Austria的观察员（如见证审核员或实习审核员）可以参与现场服务。

V.OBLIGATIONS OF THE APPLICANT 申请人的义务

1.The applicant shall ensure that any document, data, and other information necessary for providing the respective qualityaustria services is provided to Quality Austria also without special request and that Quality Austria is informed of all events and circumstances which could be significant for performing the order.

申请人应确保在无特殊要求的情况下，向Quality Austria提供提供各自质量服务所需的任何文件、数据和其他信息，并确保Quality Austria了解对执行订单可能重要的所有事件和情况。

2.The applicant will grant access to rooms, facilities and workplaces.

申请人将准许进入房间、设施和工作场所。

3.The applicant will take adequate organizational precautions to ensure that the responsible employees are present and prepared to provide practical evidence.

申请人将采取充分的组织预防措施，确保负责的员工在场并准备好提供实际证据。

4.The applicant will ensure that all employees questioned by Quality Austria provide candid and true information about all internal affairs relevant to assess the respective management system.

申请人需确保Quality Austria询问的所有员工提供与评估管理体系相关的所有内部事务的真实信息。

VI.INTELLECTUAL PROPERTY RIGHTS 知识产权

1.All documents which Quality Austria may provide as hard copies or in electronic form, such as self-evaluation forms, template forms or check lists, shall be Quality Austria 's intellectual property and may be used only for the purposes intended by Quality Austria. Except with Quality Austria 's express written consent, any other use or disclosure shall be prohibited. In the absence of Quality Austria 's consent, the documents may neither be reproduced nor made available to third parties.

Quality Austria可能以硬拷贝或电子形式提供的所有文件，如自我评估表、模板表或检查表，均为Quality Austria的知识产权，只能用于Quality Austria预期的目的。除非获得Quality Austria的明确书面同意，否则禁止任何其他使用或披露。未经Quality Austria同意，不得复制或向第三方提供文件。

2.Except with Quality Austria 's consent, no pictures, audio or video recordings may be made of qualityaustria services.

除非获得Quality Austria的同意，否则不得使用qualityaustria服务制作任何图片、音频或视频记录。

3.In case of any violation of Section VI, Quality Austria may assert a penalty of € 30,000 for each violation, without prejudice to Quality Austria 's right to assert further damages.

如果有任何违反第VI节的行为，Quality Austria可对每项违反行为处以30000欧元的罚款，同时不影响Quality Austria主张进一步赔偿的权利。

VII.SAFEGUARDING QUALITY AUSTRIA'S IMPARTIALITY AND INDEPENDENCE 维护QualityAustria的公正性和独立性

1.The applicant ensures that the applicant will refrain from anything that could prejudice the independence of the individuals assigned by Quality Austria and the qualityaustria partner. This applies in particular to offers for consulting activities or employment as well as contracts for that individual's own account.



申请人确保不会做出任何可能损害Quality Austria和qualityaustria合作伙伴指派的个人独立性的行为。这尤其适用于咨询活动或就业的报价以及该个人自己账户的合同。

2.To guarantee its impartiality, Quality Austria does not provide any consulting services that are the subject of any ordered certification which will lead to a certificate being granted.

为保证其公正性, Quality Austria不提供任何预定的认证所涉及的咨询服务。

VIII.REQUIREMENTS FOR GRANTING/MAINTAINING qualityaustria CERTIFICATES 颁发/维护质量证书的要求

1.qualityaustria certificates have a date of first issue, a validity date and an issuing date. Each qualityaustria certificate also has a registration number which Quality Austria will assign only once and which is therefore clearly traceable.

qualityaustria证书有首次签发日期、有效日期和签发日期。每个qualityaustria证书也有一个注册号, Quality Austria将只分配一次, 因此很明显是可以追溯到的。

2.The date of first issue will remain unchanged throughout the entire life cycle and hence during the uninterrupted validity of a qualityaustria certificate and will document the date of first issue.

首次签发日期在整个证书周期内保持不变, 因此在qualityaustria证书的持续有效期内保持不变并记录首次签发日期。

3.The validity date defines the validity of the certificate. During the relevant validity period, the customer is required to instruct Quality Austria with annual surveillance audits. Unless otherwise agreed or prescribed by the accreditation or certification body, a qualityaustria certificate shall be valid for three years and the surveillance audits conducted every year shall be valid for twelve months. Surveillance audits may be postponed by not more than

+/- three months, provided that a written statement of reasons is issued (with the exception of the first surveillance audit and unless applicable mandatory provisions provide otherwise).

有效日期定义证书的有效性。在相关有效期内, 要求客户必须通过Quality Austria进行年度监督审核。除非认证或认证机构另有约定或规定, qualityaustria证书的有效期为三年, 每年进行的监督审核有效期应为十二个月。监督审核可延期不超过+/-三个月, 但须出具书面理由说明(第一次监督审核除外, 除非适用的强制性条文另有规定)。

4.The issuing date documents the date of the most recent change of the certificate, e.g. an extension of the certificate 's scope of application or a renewal of its validity.

签发日期记录了证书最近一次变更的日期, 例如证书扩大证书的适用范围或有效期的延长。

5.The scope of application is the entire organization. If any limitation to certain business or product areas, sectors, locations or subsidiaries is required, such limitation will be stated in the certificate.

适用范围为整个组织。如果需要某些业务或产品领域、行业、地点或子公司进行任何限制, 则将在证书中说明此类限制。

6.Sub-certificates may be issued for organizations with several independent scopes/management systems. The shared right to independently use these is obtained for all scopes by payment of the relevant royalties per organization.

可为具有多个独立范围/管理系统的组织颁发证书。通过支付每个组织的相关版权费, 可以获得独立使用这些资源的共享权利。

7.Renewal of a certificate requires that the re-certification activities (renewal audit) are successfully completed before the existing certification expires.

证书更新要求在现有证书到期之前成功完成重新认证活动(重新审核)。

8.Should Quality Austria determine any non-conformity, the same shall be

effectively eliminated within not more than six months in order to maintain that certificate, although shorter deadlines may apply by virtue of national and international regulations, such as IAF/EA policies, requirements of the accreditation body or laws/regulations (EMAS Regulation, etc.). Improvement action shall be evidenced in the course of a follow-up audit and/or by way of documentation, at qualityaustria's discretion. Unless corrective action is taken within the agreed period, certification may be limited or temporarily or permanently withdrawn.

如果Quality Austria确定任何不符合项, 则应在不超过6个月内有效消除该不符合项以维持该证书, 尽管根据国家 and 国际法规, 如IAF/EA政策, 认证机构或法律/法规(EMAS法规等)的要求, 可能期限会更短。改进措施应在后续审核过程中和/或通过文件的方式证明, 由qualityaustria判定。除非在商定的期限内采取纠正措施, 否则认证证书可能会受到限制或暂时或永久撤销。

9.Certificates shall remain qualityaustria 's property and, unless limited or withdrawn pursuant to Section XI, be returned to Quality Austria by registered letter within six months at the latest after their validity has expired. Certificates that were subject to limitation or withdrawal shall be returned immediately - see Section XI (3).

证书为Quality Austria的财产, 除非根据第XV节进行限制或撤销, 否则应在有效期到期后最迟六个月内通过挂号信将证书退还给Quality Austria。受限制或撤回的证书应立即返还, 见XI (3)。

IX.RIGHTS AND OBLIGATIONS OF HOLDERS OF A qualityaustria CERTIFICATE AND CERTIFICATION MARK

qualityaustria证书和认证标志持有人的权利和义务

1.A holder of a qualityaustria certificate may use the qualityaustria certification mark (hereinafter „qualityaustria Mark “) subject to the terms and conditions described below. Any graphic modification thereof shall require Quality Austria 's written consent.

qualityaustria证书持有人根据以下条款和条件使用qualityaustria认证标志(以下简称“qualityaustria”)。任何图形修改均需获得Quality Austria的书面同意。

2.The right to use the qualityaustria Mark may not be transferred to third parties.使用qualityaustria标志的权利不得转让给第三方。

3.Except in case of any limitation or withdrawal pursuant to Section XI, the qualityaustria Mark may be used, including for advertising purposes, up to six months after the qualityaustria certificate has expired. Advertising featuring the qualityaustria Mark and/or a qualityaustria certification may not be misleading and shall clearly show whether an organization or an organizational unit has been certified. The qualityaustria Mark may not be used in a manner which could be interpreted as any marking of product conformity. The qualityaustria Mark may not be used on products, laboratory test reports, calibration certificates, inspection reports or a certificate issued by the customer or a third party. General information on product packaging and in supporting information brochures of products in relation to a certified management system is permitted if the certified organization, the type of management system, the standard applied and the certification body are mentioned and if such information does not imply that a product, a process or a service has been certified. The precise wording of the certificate must be used to indicate its scope.

除第XI规定的任何限制或撤销外, 可在qualityaustria认证证书到期后六个月内使用qualityaustria认证标志, 包括用于广告目的。带有qualityaustria标志和/或qualityaustria认证的广告不得具有误导性, 并应清楚显示组织或组织单位是否已获得认证。qualityaustria标记的使用方式不得被解释为产品符合性的任何标记。qualityaustria标志不得用于产品、实验室测试报告、校准证书、检验报告或客户或第三方出具的证书。如果提及认证组织、管理体系类型、适用标准和认证机构, 并且此类信息不意味着产品、工艺或服务已获得认证, 则允许提供与认证管



理体系相关的产品包装和产品配套信息手册的一般信息。必须使用证书的准确措辞来表明其范围。

4.The holder of a qualityaustria certificate or a quali-tyaustria Mark undertakes to use these strictly in compliance with the rules of fair competition. The qualityaustria certificate and the qualityaustria Mark may not be used in a misleading or abusive form or in any other way that brings Quality Austria into disrepute.

qualityaustria证书或qualityaustria标志的持有人承诺严格按照公平竞争规则使用这些证书。qualityaustria证书和qualityaustria标志不得以误导或滥用的形式使用，也不得以任何其他方式使Quality Austria声誉受损。

5.The holder of a qualityaustria certificate is required to give immediate (within five work days) written notice to Quality Austria of any organizational change in the scope, e.g. any reorganization, abandonment of existing and extension of new business activities, and any other material change of a certified management system.

qualityaustria证书持有人必须立即（在五个工作日内）向qualityaustria发出书面通知，告知范围内的任何组织变化，例如重组、放弃现有业务活动和扩展新业务活动，以及认证管理体系的任何其他重大变化。

6.The management system must verifiably be further developed by taking systematic action, such as internal audits and periodic assessments of the management system, within the periodicity applicable from time to time, currently twelve months, if the relevant standards (e.g. ISO 9001, ISO 14001 etc.) so require.

如果相关标准（如ISO 9001、ISO 14001等）有要求，则必须在不时适用的周期内，通过采取系统性措施（如内部审计和管理体系定期评估），对管理体系进行进一步发展，以确保其有效性，一般周期为12个月。

7.All third-party complaints concerning the management system shall immediately (within five work days) be reported to Quality Austria by written notice. Every complaint must be assessed and any necessary corrective action initiated. Any complaint and action shall automatically be disclosed in the course of Quality Austria 's next on-site service.

有关管理体系的所有第三方投诉应立即（在五个工作日内）通过书面通知向Quality Austria报告。必须对每个投诉进行评估，并采取任何必要的纠正措施。任何投诉和行动应在Quality Austria的下次现场服务过程中验证。

8.For services in the field of Occupational Health and Safety Management Systems the holder of a qualityaustria certificate shall, in addition to the requirements described above, inform Quality Austria in writing, without delay, of the occurrence of a serious incident or regulation breach necessitating the involvement of the competent regulatory authority (cf. IAF MD 22:2019, G 8.5.3). Independently from the involvement of the competent regulatory authority, a special audit may be conducted by Quality Austria in the event that Quality Austria becomes aware that there has been a serious incident or regulation breach related to occupational health and safety, in order to investigate if the management system has not been compromised and did function effectively (cf. IAF MD 22:2019, G 9.6.4.2). For additional audits, the qualityaustria prices valid at the time of performance will be charged. Information on serious incidents or regulation breaches, provided by a qualityaustria certificate holder or directly gathered by the audit team during an audit, shall provide grounds for Quality Austria – in addition to the cases described in Section XV of the GTCs – to withdraw the certification, in cases where the certified Management System failed to meet the Occupational Health and Safety certification requirements (cf. IAF MD 22:2019, G 9.6.5.2).

对于职业健康和安全管理领域服务，除了上述要求外，qualityaustria 协会证书的持有人应毫不迟疑地以书面形式通知Quality Austria协会，发生严重事件

或违反法规，需要主管监管机构的参与（参见IAF MD 22:2019, G 8.5.3）。独立于主管监管机构的参与，如果Quality Austria协会意识到发生了与职业健康和安全的严重事件或违反法规的情况，Quality Austria协会可以进行特别审计，以调查管理系统是否没有受到损害并有效运作（参见IAF MD 22: 2019, G 9.6.4.2）。对于额外的审核，将按照执行时有效的质量保证书价格收费。由qualityaustria证书持有者提供的或审核小组在审核期间直接收集的严重事件或违反法规的信息，除了GTCs第XV节所述的情况外，如果经认证的管理体系未能满足职业健康和安全管理要求，则应成为quality Austria撤回认证的理由（参见IAF MD 22:2019, G 9.6.5.2）。

X.FORCE MAJEURE 不可抗力

1. “ Force Majeure Event ” shall mean any contingency beyond the reasonable control of either party, which interferes with, or prevents, the fulfillment of obligations or the maintenance of obligations, by such party, in particular but not limited to (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, pandemic, such as Covid-19, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

“不可抗力事件”系指任何一方合理控制范围内的任何意外事件，其干扰或阻止该方履行义务或维持义务，特别是但不限于（i）战争（无论是否宣战）、军事行动、入侵、外敌行为、大规模军事动员；（ii）内战、暴乱、叛乱和革命、军事或篡夺权力、暴动、恐怖主义行为、破坏或海盗行为；（iii）货币和贸易限制、禁运、制裁；（iv）合法或非法的权力行为、遵守任何法律或政府命令、征用、扣押工程、征用、国有化；（v）瘟疫、流行病、大流行病，如新冠肺炎、自然灾害或极端自然事件；（vi）爆炸、火灾、设备损坏、运输、电信、信息系统或能源的长期故障；（vii）一般劳工骚乱，如抵制、罢工和停工、占领工厂和场所。

2.In case of a Force Majeure Event which has to be notified by the party relying on this event to the other party, delivery time for the services, particularly for any certification activities by Quality Austria and/or the qualityaustria partners, shall be extended until any hinderances by the Force Majeure Event have ceased to exist. Should the Force Majeure Event last for more than six months, either party shall have the right to terminate the agreement with immediate effect. In this case, the applicant has to pay the services already delivered by Quality Austria and/or the qualityaustria partner.

如果发生不可抗力事件，并由依赖该事件的一方通知另一方，服务的交付时间，特别是由Quality Austria协会进行的任何认证活动，应延长到不可抗力事件的任何障碍已经不存在。如果不可抗力事件持续时间超过六个月，任何一方都有权立即终止协议。在这种情况下，客户必须支付Quality Austria公司已经提供的服务。

如果不可抗力事件必须由依赖该事件的一方通知另一方，则服务的交付时间，特别是Quality Austria公司和/或Quality Austria合作伙伴的任何认证活动的交付时间应延长，直到不可抗力事件的任何障碍不再存在。如果不可抗力事件持续六个月以上，任何一方均有权利立即终止本协议。在这种情况下，申请人必须支付Quality Austria公司和/或qualityaustria合作伙伴已经提供的服务。

3.With respect to certificates already issued, Quality Austria shall be entitled in case of a Force Majeure Event to temporarily withdraw the certification (see Section XI.). If the Force Majeure Event has a particularly severe and/or longtime effect which for example is the case if it lasts for more than six months,



each party shall be entitled to terminate the agreement with immediate effect, and Quality Austria shall be entitled to permanently withdraw the certification (see Section XI). In no case of a withdrawal of certification, the applicant shall be entitled to hold back or reclaim any payments, e.g., fees for the issuance of the certificate and the right of use.

对于已经颁发的证书，在发生不可抗力事件的情况下，Quality Austria协会有权临时撤回证书（见第XI）。如果不可抗力事件具有特别严重和/或长时间的影响，例如持续时间超过6个月，双方都有权立即终止协议，Quality Austria公司应有权永久撤销认证（见第XI）。在撤销认证的情况下，申请人应有权保留或收回任何付款，例如颁发证书的费用和使用权。

XI.WITHDRAWAL OF qualityaustria CERTIFICATES AND CERTIFICATION MARKS 撤销qualityaustria证书和认证标志

1. Quality Austria may limit the certification scope or temporarily or permanently withdraw certification with immediate effect for good cause, in particular if the requirements for maintaining a certificate described in Section XII and the requirements described in Section XIII are not satisfied or in case of a Force Majeure Event (see above Section XIV). The same applies if the customer does not satisfy his/her payment obligations pursuant to Section IV despite a reminder and a grace period of at least 14 days, if the customer's business is liquidated or to the extent permitted under applicable insolvency laws if insolvency proceedings are initiated in respect of the customer's assets or the initiation of such proceedings is rejected for lack of assets to cover costs.

Quality Austria协会可以限制认证范围或暂时或永久地撤回认证，并有充分的理由，特别是如果不满足第XII节所述的维持证书的要求和第XIII节所述的要求，或发生不可抗力事件（见上文第XIV节）。这也适用于以下情况：尽管有提醒和至少14天的宽限期，但客户没有履行他/她的付款义务，如果客户的业务被清算，或者在适用的破产法允许的范围内，如果对客户的资产启动了破产程序，或者由于缺乏资产来支付费用，启动这种程序被拒绝。

2. Any limitation or withdrawal shall be communicated by Quality Austria in writing, published and valid upon receipt of notice.

任何限制或撤销都应由Quality Austria协会以书面形式通知，在收到通知后公布并生效。

3. If any certification is limited or withdrawn and upon termination of the contract, the holder undertakes to immediately return to Quality Austria qualityaustria certificates by registered letter, to cease any use of the qualityaustria Mark and to ensure that any use of records containing a reference to the customer's certified status is abandoned. In case of any breach of this provision, Quality Austria may assert a penalty of € 30,000 for each violation, without prejudice to its right to assert further damages.

如果任何认证被限制或撤销，在合同终止时，持有人承诺立即通过挂号信将证书归还，停止使用qualityaustria标志，并确保放弃使用任何含有客户认证状态的记录。如果有任何违反本规定的行为，Quality Austria协会可以对每次违反行为主张30,000欧元的罚款，但不影响其主张进一步赔偿的权利。

XII.TERMINATION 合同终止

1. The contract may be terminated by either party with three months' notice to the end of a calendar year.

任何一方可在日历年结束前提前三个月通知终止合同。

2. The contract may be terminated with immediate effect for good cause (extraordinary termination). A good cause for Quality Austria exists in particular (i) if the customer violates its obligations according to Section XI or other essential obligations under this contract (ii) if, according to Section X 3, an event of force majeure lasts for more than six months (iii) in the case of

withdrawal of certification according to Section XI 1. and (iv) if the continuation of the contractual relationship is no longer reasonable for Quality Austria for other reasons.

如有正当理由（特别终止），可立即终止合同。对Quality Austria协会来说，理由尤其存在于：(i) 如果客户违反了第XI规定的义务或本合同规定的其他基本义务；(ii) 如果根据第X第3款，不可抗力事件持续了六个月以上；(iii) 根据第XI节第1款，在撤销认证的情况下；(iv) 如果由于其他原因，继续保持合同关系对Quality Austria协会不再适用。

3. Notice of termination must be given in writing.

终止通知必须以书面形式发出。

4. In the event of termination, the customer shall pay for the services already provided by Quality Austria.

如果终止，客户应支付Quality Austria已经提供的服务费用。

XIII.FINAL PROVISIONS 最终条款

1. Any amendment to and modification of these terms and conditions shall be made in writing.

对这些条款和条件的任何修订和修改应以书面形式进行。

2. If one or more terms hereof are invalid, this shall not affect the validity of the remaining terms hereof. The invalid term shall be replaced by a valid term which closest reflects the economic purpose of these General Terms and Conditions.

如果本协议的一个或多个条款无效，这不影响本协议其余条款的有效性。无效条款应被最能反映这些一般条款和条件的经济目的的有效条款所取代。

3. All disputes arising from or in connection with this contract shall exclusively be referred to the courts in the first district of Vienna.

由本合同引起的或与本合同有关的所有争议均应提交维也纳第一区法院审理。

4. The contract shall be governed by and construed in accordance with Austrian law, without giving effect to its conflict of law rules and the UN Sales Convention.

本合同应受奥地利法律管辖并根据奥地利法律进行解释，但不影响其法律冲突规则和《联合国销售公约》。