

## **Terms and Conditions**

### **for the certification body of Austrian Standards plus GmbH**

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**Medieninhaber und Hersteller**

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## **1 Scope and purpose**

These Terms and Conditions constitute the agreement between the certification body of Austrian Standards (hereafter "AS+C") and the client (applicant) concerning the provision of services for products, processes and services in accordance with ISO/IEC 17065, for persons according to ISO/IEC 17024 as well as for management systems according to ISO/IEC 17021-1.

The certification body of Austrian Standards is an independent business unit within the Austrian Standards plus GmbH. Austrian Standards plus GmbH is a 100% subsidiary of the Austrian Standards Institute.

## **2 Terms and definitions**

For the purpose of this document the terms and definitions in accordance with ISO/IEC 17000 standards, as well as the terms and definitions in accordance with ISO/IEC 17065, ISO/IEC 17024 and ISO/IEC 17021 -1 apply.

## **3 Certification services**

**3.1** AS+C provides the client certification services in accordance with published certification schemes.

**3.2** AS+C is entitled to contract parts of certification procedures to subcontractors. AS+C informs the client before performing outsourced services.

**3.3** The decision to issue, maintain and withdraw a certificate is made solely by AS+C.

**3.4** Certificates (certification documents) are awarded to the customer and remain the property of the certification body AS+C. Certificates can be declared invalid by the certification body and must be returned to the certification body at the request of the certification body.

## **4 Fees**

**4.1** AS+C charges fees for its services. The fees are put into effect by published price lists or can be agreed in writing in individual cases. AS+C is entitled to the payment of the fees by the client regardless of the certification decision by AS+C.

**4.2** The client undertakes to pay the agreed fees in full. If the applicant is in arrears with payments, AS+C is entitled to terminate the contract, to invalidate the certificate and to withdraw permits for the use of conformity marks (if applicable).

**4.3** If the client terminates the contract, there shall be no entitlement to reimbursement of fees already paid.

## **5 Application for certification**

**5.1** Applications or purchase orders shall be sent to AS+C in writing. Together with these general terms and conditions, the application or purchase order forms the contractual basis for the services provided by AS+C.

**5.2** The client shall ensure that information required for planning and implementing a certification procedure is complete and correct to the best of their knowledge and belief. Costs incurred due to incomplete or incorrect information are to be borne by the client.

**5.3** After receipt of the application, AS+C checks the admissibility, completeness and feasibility of the procedure based on the requirements of the applicable certification scheme and decides on the implementation of the procedure. If the application is accepted, the client will receive a written confirmation.

**5.4** AS+C reserves the right to reject applications for certification for reasons of economic feasibility, incompatibility or insufficient competence. A rejection of an application and the reasons for it will be communicated to the applicant in writing.

## **6 Evaluation procedures**

**6.1** The client undertakes to meet the requirements of the applicable certification scheme.

**6.2** The client undertakes to provide employees of AS+C and persons appointed by AS+C (including observers such as assessors within the scope of accreditation procedures) access to the client's premises, facilities, documents and records.

**6.3** The client undertakes to provide employees of AS+C and persons appointed by AS+C the necessary access to documents and records regarding complaints received by the client in relation to the certified product, the certified service or the certified management system.

## **7 Certification decision**

**7.1** The issue of a certificate will take place if the certification process has been carried out properly and completely, the necessary documents regarding the assessment of the subject matter of the certification process are available and the verification by AS+C was successfully carried out on the basis of these documents.

**7.2** After successful verification, AS+C enters the relevant data in the certification database. Only the data from the AS+C certification database are binding with regard to the validity of a certificate.

**7.3** If the validity of a certificate is not limited, the certificate shall be valid as long as the requirements according to the applicable certification scheme remain unchanged and the conditions for maintaining the certificate are met.

**7.4** Documents for the documentation of certification procedures (such as audit reports) that are made available by AS+C to the client may only be passed on to third parties by the customer in their entirety and unchanged.

## **8 Maintenance of certificates**

**8.1** If the validity of a certificate is not limited, the certificate is valid as long as the requirements for maintaining the certification according to the applicable certification scheme are met.

**8.2** The client undertakes to notify AS+C in good time of any significant changes to the certified product, the certified services or the certified management system as well as significant changes regarding the facilities of the certificate holder, so that any necessary (if applicable) additional evaluations of the certified product, the certified services or the certified management system.

In the case of a certified management system, the client undertakes to inform the certification body about all matters that could impair the ability of the management system to continue to meet the requirements of the reference document. These are in particular changes regarding:

- a) legal, economic or organizational status or ownership;
- b) organization and management (e.g. key personnel in managerial positions, decision-making or specialist personnel);
- c) contact address and locations;
- d) the scope covered by the certified management system
- e) significant changes to the management system and processes.

On the basis of the information available on the changes, AS+C decides on any additional conformity assessment measures that may be required.

**8.3** If there are doubts about the conformity of a certified product, a certified service or a management system due to complaints by third parties, AS+C is entitled to carry out supplementary assessments at any time, up to the extend of an certification. If the result is negative, the costs for such assessments will be borne by the customer, otherwise by AS+C.

**8.4** The client is obliged to keep records of complaints that have become known to him, in particular after damages in connection with certified products, services or a management system, and to make these records

available to AS+C on request. The client is obliged to take appropriate measures in relation to such complaints about defects that affect compliance with the certification requirements.

## **9 Withdrawal of certificates**

**9.1** The certificate and the associated right the use the conformity mark (if applicable) expire after the period of validity. The certificate loses its validity immediately after termination of the contract by the customer or after withdrawal by AS+C. Withdrawal of a certificate by AS+C also results in the termination of the contract with the customer.

**9.2** The certificate will be withdrawn by AS+C if

- a) the requirements for issuing the certificate are no longer met,
- b) the client refuses surveillance measures to be carried out,
- c) the client fails to implement corrective actions which have been agreed in the course of assessments (audits, inspections) or does not implement them in a timely manner,
- d) the client refuses to carry out follow-up audits,
- e) the client does not or does not fully fulfill the requirements imposed by AS+C,
- f) the holder misuses a conformity mark or certificate number,
- g) other requirements of these general terms and conditions are not met.

**9.3** AS+C decides on the issue of improper use of a certificate. In case that the certificate is withdrawn, AS+C will notify the certificate holder in writing.

**9.4** If the applicable certification scheme changes or is withdrawn, AS+C shall decide whether and under what conditions a certificate remains valid. Unless otherwise specified in the certification scheme, a transition period of 1 year applies. Certificates that were issued on the basis of invalid standards or certification schemes lose their validity one year after withdrawal of the reference standard or certification scheme.

**9.5** If a certificate is withdrawn, AS+C will notify the certificate holder in writing. In any case, should the client wish his certificate to be reinstated after withdrawal

- a) the client shall submit a new application and
- b) AS+C shall carry out the necessary conformity assessment procedures.

After all requirements have been met by the certificate holder, the certificate will be re-issued. Re-issued certificates will come into effect with an expiry date on the expiry date valid before the withdrawal.

## **10 Certification marks and statements**

### **10.1 General**

**10.1.1** Certification marks are the property of AS+C. AS+C gives the holder of a certificate the right to use the mark for the duration of the certificate's validity. The use of the mark shall be discontinued by the client at AS+C's request.

**10.1.2** The client undertakes to truthfully make statements about his certification status, in a non-misleading manner, in accordance with the terms of these terms and conditions and the applicable certification scheme. In particular, the customer is obliged to fully and truthfully reflect the scope (e.g. in relation to business activities, locations, certified legal entities, organizational units, services or products) of his certification.

**10.1.3** Certificates shall only be displayed in their entirety in any media. Graphic changes to conformity marks are only permitted with the written approval of AS+C.

**10.1.4** The use of statements and conformity marks is only permitted starting from the time a certificate is issued. This permission of the client shall end upon the withdrawal or expiry of the certificate. In the event that the scope of a certificate is changed or restricted, the client is obliged to immediately adjust the corresponding statements about his certification status in all media.

**10.1.5** The authorization concerning statements regarding the certification status and the use of conformity marks shall not be transferred to third parties.

## **10.2 Certification of products, services and persons**

**10.2.1** The right to use a conformity mark is granted by issuing a corresponding certificate. The issue of the certificate entitles the client to state that his product, service or competence is certified in relation to the respective object of the certification.

**10.2.2** The conformity mark issued by AS+C may only be used to identify those products, services or competencies for which the client has received approval to use the certification mark and for which the certificate has been issued.

**10.2.3** The client undertakes to make statements about the certification of his products, services or personal competence always truthfully in relation to the scope of his certificate.

**10.2.4** The authorization to use the certification mark and for statements apply only to the product, service or personal competence stated in the certificate within the scope stated on the certificate.

**10.2.5** The conformity mark may be used on products, on its packaging, sales documents, product descriptions, brochures, etc.

**10.2.6** If a client marks another product, another service or personal competence for which no certificate has been issued the same way, the client is violating the present conditions. In this case, AS+C has the right to invalidate all of the customer's certificates.

## **10.3 Certification of management systems**

**10.3.1** The issuance of the certificate entitles the client to state that his management system is certified in relation to the relevant reference document.

**10.3.2** The conformity mark may only be used in connection with that management system, for which the client has received an authorization for the use of the conformity mark and for which a certificate has been issued. The conformity mark may only be used together with the number of the relevant certificate.

**10.3.3** The client undertakes to make statements about the certification of his management system always truthfully with regard to the scope of his certificate. The conformity mark awarded must not be used in a way that could be interpreted as a mark of product conformity. In particular, the conformity mark may not be used on products, laboratory test reports, calibration certificates, inspection reports or a certificate issued by the customer or third parties.

Documentation accompanying products or documents relating to the services provided may include statements in relation to the certification of the management system as long as such statements do not imply that a product, a process or a service is certified. Statements must include the following:

- a) the name (e.g. brand or name) of the certified client;
- b) the type of management system and the reference document;
- c) naming Austrian Standards as the responsible body that issued the certificate.

To specify the scope of the certification, the exact wording from the certificate shall be reproduced.

## **11 Confidentiality and data protection**

**11.1** AS+C undertakes to all information that AS+C and/or its contractors become aware of in the context of a certification process confidentially. AS+C undertakes not to pass on such information to third parties without the written consent of the client. This obligation does not apply to information that is already available to the public. AS+C treats information from third parties about the client and/or the subject of the certificate confidentially and is not obliged to disclose this information and its sources to the client.

**11.2** AS+C is entitled to reproduce the data appearing in the certificate regarding the subject of the certification in publications, in any case the date, validity period and registration number of the certificate. For certificates in the area of certification of persons, the date of birth is also shown on the certificate in any case.

**11.3** AS+C is entitled to make documents used for the documentation of certification procedures accessible at the request of the Accreditation Austria or its representatives within the framework of accreditation procedures and to grant the Accreditation Austria or their representatives access to such documents.

**11.4** The client is obliged to pass on documents from the certification process (such as test and/or audit reports) provided by AS+C to third parties only in unchanged, complete form.

**11.5** Personal data will be kept by AS+C for a period of 30 years. This does not affect the client's right to request that his/her data be deleted in accordance with Article 17, EU General Data Protection. In the case of certification of a person, such request implies the termination of the contract and thus the withdrawal of the certificate.

## **12 Complaints and appeals**

**12.1** The certification body AS+C has a procedure for receiving complaints and appeals, evaluating them and making decisions about them. Complaints about the conduction of the certification procedure or appeals against decisions of the certification body in relation to the issuance, maintenance or withdrawal of certificates are to be addressed in writing to the head of the certification body of AS+C.

**12.2** The decision on an appeal is made by the head of the certification body. In the event that the head of the certification body has a conflict of interest, the decision on an appeal is made by the deputy head of the certification body.

**12.3** The decision on a complaint is made in the first instance by the head of the certification body in agreement with the complainant. If an agreement with the complainant is not possible and the complainant insists on his complaint, a final decision on the complaint shall be made by the management of AS+ GmbH.

**12.4** The certification body AS+C takes all necessary follow-up measures to settle the complaint or the objection.

## **13 Disclaimer of liability**

**13.1** AS+C is only liable for grossly negligent and willful actions.

**13.2** AS+C shall not liable for defects of a certified product, a certified service or a certified management system. The client exempts AS+C and the persons appointed by AS+C from all claims made against AS+C from the award or non-award of the certificate.

**13.3** The certificate holder waives the right to assert claims against AS+C related to the award, non-award or withdrawal of a certificate.

## **14 Termination of the contract**

**14.1** The client has the right to terminate the contract in writing at any time with 30 days' notice. In the event of termination of the contract during an ongoing certification process, the client shall carry the costs incurred by AS+C up to the time of the termination of the contract.

AS+C has the right to levy cancellation fees in the event of a short-term cancellation or postponement of an audit.

**14.2** AS+C has the right, in the event that the client does not comply with the conditions of these general terms and conditions and/or the applicable certification scheme, to terminate the contract with immediate effect by means of a written notification to the client.

## **15 Severability clause**

Should individual provisions of these rules of procedure be or become ineffective, the validity of the rules of procedure will not be affected. Ineffective provisions or gaps in the rules of procedure are to be replaced by

provisions that come as close as possible to the objective pursued by the contracting parties with the ineffective or incomplete provision.

## **16 Place of jurisdiction**

The place of jurisdiction shall be Vienna, Austria. These general terms and conditions are subject exclusively to Austrian law.

## **17 Come into effect**

These general terms and conditions will enter into force on 2020-03-15. They replace all previous terms and conditions.