

1. Basics of contract

The final QS ZÜRICH AG (QS) proposal becomes an integral part of the certification contract. The contract is binding for both parties including all mentioned sites.

2. Duration of the contract

The contract expires three years after the date of completion of the certification audit. The contract ends upon its expiration date or upon conclusion of a supplementary or subsequent contract within the duration of the contract.

3. Contract dissolution

During the contract period, each party can dissolve the contract unilaterally when the basis for the certification no longer exists or when the other party, after an unsuccessful reminder, did not comply with the terms of the contract. The period of notice is three months, any QS certificate will be invalid without a valid contract with QS. The obligation to fulfil all payments for all services provided by QS is not affected by the termination of the contract.

The contract is considered dissolved immediately upon bankruptcy or cessation of applicable business activity.

4. Validity of the certificate

The QS certificate is valid during the contract period.

Upon dissolving or expiration of the contract, the validity of the contract-based certificate expires immediately. The principal is no longer authorised to refer to the QS certificate on his letterhead or elsewhere.

5. Contract modifications

If during the period of certification validity, the basic parameters, the accreditation pattern or the terms as stipulated by the accreditation authority change, QS is obliged to adapt its services, and is authorised to modify the contract and adjust costs accordingly. If it is evident, that faults exist in handling of the certificate, QS is authorised to define reverification audits.

6. Obligations

6.1 Obligations of QS

- To provide certification services according to the applicable standards, specifically to the conditions of accreditation as well as to the relevant EA/IAF guidelines, and to duly inform the client. The execution of certification services does not guarantee positive certification decision.
- To inform the client of revisions in certification conditions and standards, and to provide transition terms.
- To assure the client goals by providing competent and appropriate auditors. The client has the right to evaluate the auditor's qualifications and reject the same if justified.
- To perform the assessment under objective and fair terms and to report as desired by the client.

6.2 Obligations of the principal

- In connection with a certification to derive no requirements of success or failure against QS;
- to disclose the name of the board's spokesperson and of the person in charge of the management system,
- to comply with the directives as given by QS and with the provisions of the certification standards,
- to immediately inform QS in writing any change of responsible persons, modifications within the company organisation, activity, products and number of employees which influence the time period in which the certificate is valid,
- in case of OH&S certification to immediately inform QS in writing any the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority,
- to provide the necessary documents and information (normally four weeks in advance) as well as access to the premises,
- in case of a customer's claim about the quality management system of the principal, the principal is obliged to record the claim, to implement improvement measures and to inform the certifying office accordingly,
- after previous announcement QS is entitled to include observers (accreditation auditors or auditors in training) in audits,
- the principal accepts the publishing of the issued certificate in the public registers. If contract-related data are requested from a third party, the principal will previously be informed,
- the relevant accreditation service has a legal right for access to the contract-related data including audit documentation.
- If order-related documents are requested by a third party, the client shall be informed in advance by QS.

7. Regulation of nonconformities

In case of major nonconformities, no certification is possible.

All corrections must be dealt with first.

A maximum of 90 calendar days' time will be granted for correction, otherwise a new audit or re-audit/examination on site will be necessary.

Major nonconformities found during the surveillance audit will lead to suspension of the certificate.

Major nonconformities need to be corrected within three months.

If these major nonconformities are not corrected within three months, the certificate will be retracted.

Minor nonconformities found during the certification or surveillance audit need to be corrected until the next surveillance audit.

If these minor nonconformities are not corrected until the surveillance audit, they will be regarded as major nonconformities and the certificate will be suspended.

If these major nonconformities are not corrected within three months, the certificate will be retracted.

8. Price adjustments

QS is authorised, to adjust the prices according to the development of the customer's price index.

9. Confidentiality/data protection

QS is obliged to treat all client provided information received for certification strictly confidential and exclusively for the purpose of certification execution and for the following contract, except are legal obligation towards authorities.

Personal data is treated as strictly confidential and is neither passed on nor sold to third parties, except are legal obligation towards authorities.

The principal accepts the transfer of data by email.

10. Storage of the audit documents

Upon termination or dissolving of the contract, QS stores applicable documents for a period of 10 years.

11. Arrangement for audits

The principal is authorised to receive applicable information from QS regarding audit conditions and issue of certification.

12. Use of the QS certificates and the QS logos

For the use of the QS certificates and the QS logos, which are delivered together with the QS certificate, the following rules are valid:

- reports, certificates and logos remain during the entire duration of their validity property of QS.
The use in misleading manner or is not permitted. The use must not imply that the certification applies to activities and sites that are outside the scope of certification,
- logos must be reproduced completely, including all side lines. The size is at the principal's discretion.
The proportions and the statement must be maintained,
- logos can be applied on business papers, business cards, publicity resources and catalogues,
- logos which refer to an organisation system must not be affixed or applied to products, their packaging nor on technical reports nor on certificates which are manufactured by the principal.

13. Appeal/complaint procedures

In case of disagreement between the customer and the certification office, the customer is entitled to file a written complaint within two weeks to the reviser at QS ZÜRICH AG.

QS guarantees an impartial procedure.

The customer will be informed about the continuation of the complaint.

For the investigation of complaints QS is entitled to conduct additional audits at short notice by the customer.

14. Reducing the scope, suspending, withdrawal of the certificate

If one or more condition in section 6.2 (Obligations of the Principal) is not/no more fulfilled or in case of improper/misleading use of the QS issued certificates, logos or references to them, the principal is warned in writing that the certificate is suspended and the withdrawal of the certificate is after a corresponding period has expired (analogous to section 7).

Upon the date of withdrawal, the certification must not be mentioned any longer. The certificate(s) must be returned and logos removed within four weeks' time.

The above procedure can be implemented by restricting the scope with an analogous procedure and conditions if the applied standards/scope of certification allow it.

15. Applicable law

Swiss law applies for this contract. In case of doubt or in court, the German text of the general terms and conditions shall apply.
Place of court is Zurich.