



qualityaustria
Succeed with Quality

GENERAL TERMS AND CONDITIONS

OF QUALITY AUSTRIA - TRAININGS, ZERTIFIZIERUNGS UND BEGUTACHTUNGS GMBH

VALID AS OF MARCH 2019

Concerning **personnel certification and education and training**

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

I. VALIDITY AND SCOPE

1. These General Terms and Conditions are applicable to all services provided by Quality Austria - Trainings, Zertifizierungs und Begutachtungs GmbH (hereinafter referred to as Quality Austria or **qualityaustria**) in connection with personnel certification, education and training, including, but not limited to, courses, exams, seminars, refreshing courses, in-house training, workshops, and e-learning.
2. These General Terms and Conditions form an integral part of any contract made by and between Quality Austria and a customer. Customer shall mean any participant of a **qualityaustria** service and, if applicable, the company that makes the registration or pays the invoice.
3. Any deviating terms and conditions (e.g. standard terms and conditions, terms and conditions of purchase or payment terms) of a customer are applicable only if expressly acknowledged by Quality Austria in writing.

II. REGISTRATION

1. Registrations for **qualityaustria** services are made online at www.qualityaustria.com or by email. If registration is made online, receipt of registration is automatically and immediately confirmed to the customer by email sent to the address disclosed. A contract is made not until Quality Austria issues a written confirmation of order.
2. The closing date for registrations is two weeks before a **qualityaustria** service starts, except for any webinar. The number of participants is limited. Registrations will be considered in the order received.
3. If participation in a **qualityaustria** service depends on certain requirements, these will be separately listed in the course program, as amended from time to time, and/or at www.qualityaustria.com and must be satisfied by a participant.

III. TERMS OF PAYMENT

1. Unless expressly otherwise agreed, participation fees are payable without deduction within fourteen days of the invoice date and in any case before the **qualityaustria** service starts.
2. Unless otherwise stated, fees are in € (Euro) exclusive of VAT and include all course and exam materials as well as beverages during seminars, snacks during breaks and lunch, except in case of any in-house training and webinar. Unless ot-

herwise stated, fees do not include accommodation or other hotel services, such as parking space.

3. If a webinar cannot take place due to technical problems on **qualityaustria's** part, participation fees will not be payable and/or will be refunded. Participation fees shall be payable if a participant cannot participate due to technical problems on the participant's part.
4. In case of late payment, Quality Austria may charge default interest at a rate of 9.2% above the base interest rate. Moreover, handling fees of € 40.00 per reminder, all collection charges incurred and necessary for bringing an action as well as any costs for bringing an action may be charged. Furthermore, as long as participation fees have not been paid, a participant may be excluded from participation.
5. Any objection to invoices must be asserted in writing with Quality Austria within two weeks of receipt of an invoice and accompanied by a statement of reasons. Failure to raise any objection within said period shall be deemed an acknowledgment of the invoice.
6. A customer may set off claims of Quality Austria only with counterclaims established by court or expressly acknowledged by Quality Austria on a case-by-case basis.

IV. CANCELLATION AND RE-BOOKING

1. Any request for cancellation or re-booking must be addressed to Quality Austria in writing.
2. If any cancellation is received within two weeks before a **qualityaustria** service starts, a cancellation fee equal to 50% of participation fees will be charged. In case of any cancellation or non-appearance on the first day of a **qualityaustria** service or thereafter, full participation fees will be charged.
3. Customers may de-register from any webinar free of charge until two days before a webinar takes place.
4. If a participant is not able to participate in a **qualityaustria** service for any unforeseeable reason (e.g. illness), a replacement satisfying the participation requirements may be nominated.
5. If any re-booking for a later date is received within two weeks before a **qualityaustria** service starts, handling fees of € 50.00 will be charged, except for any webinar.
6. If any in-house training is re-booked within two weeks before an agreed date, Quality Austria may charge handling fees of € 140.00. Any additional costs incurred must be reimbursed.
7. If any in-house training is cancelled, Quality Austria may char-

ge a cancellation fee of 30 % of the order value in respect of outstanding services, in addition to services already provided and costs incurred.

8. The above shall not affect any statutory right of rescission of consumers under the Austrian Distant Selling Act [FAGG].

V. CHANGES TO THE COURSE PROGRAM/CANCELLATION OF A **qualityaustria** SERVICE

1. The course program may be changed for organizational reasons. Quality Austria therefore reserves the right to change dates, start times and venues or to cancel **qualityaustria** services.
2. If a **qualityaustria** service is called off, participation fees will be refunded. Any further claims are excluded.

VI. SECRECY, CONFIDENTIALITY, DATA PROTECTION, CONSENT TO RECEIVE ADVERTISING MATERIALS

1. Quality Austria undertakes to comply with applicable data protection laws when processing personal data. Any personal data collected by Quality Austria in relation to a **qualityaustria** service will be stored electronically and processed as necessary for performing a contract, for necessary documentation according to statutory provisions, for accounting purposes as well as for customer relationship management, including submission of offers for other **qualityaustria** services (e.g. re-certifications and add-on certifications, relevant training). Quality Austria will store any personal data as long as may be necessary to achieve the above purposes.
2. Any master data of a customer (first and family name, title, date of birth, place of birth, private address and private contact details, business data, such as business address, position, business contact details) as well as any data concerning order history will be stored until the end of the business relationship and then archived until the end of the warranty, limitation and statutory preservation periods. Any application forms, verification reports (which include information of the exam) as well as any other documents related to certification will generally be stored for a period of 12 years, unless normative and statutory regulations provide for a longer preservation period.
3. All information made available to Quality Austria by a customer which is not public domain will be kept confidential. Quality Austria undertakes to disclose to third parties any confidential information concerning a customer which arises from its activities only with the customer's written consent, unless Quality Austria is required to disclose such information by law. This applies also after an order was performed as agreed.
4. The customer shall ensure that all personal data provided by the customer to Quality Austria may be processed by Quality Austria in the context of providing its service. The customer shall observe all applicable data protection provisions (e.g. duty to provide information under the GDPR) and obtain any consent that may be necessary. The customer shall hold harmless and indemnify Quality Austria in this respect.
5. The customer acknowledges that any information referred to in paragraph 1 above will be made available to the accreditation or certification body (e.g. BMDW, VDA-QMC, IATF, KBA) on request and that any such body may participate in relevant **qualityaustria** services.
6. By separate consent which may be withdrawn by the customer at any time or if there is any overriding legitimate in-

terest, Quality Austria will use the customer's personal data mentioned in the application form (first and family name, title, date and place of birth, phone number, email address, private and business address) to send the customer by mail, email or any other communication channel information and advertising materials concerning **qualityaustria**'s services and products, news and any other customer information which may be of interest to the customer, as long as the customer has not withdrawn his or her consent or objected to processing for direct marketing purposes. If the customer is a legal entity, the customer hereby agrees to receive from Quality Austria and its affiliated organizations ÖQS, ÖVQ, ÖQA and AFQM by mail, fax and email advertising materials and information concerning products and services of these organizations. The customer may revoke his or her consent at any time.

7. The customer acknowledges that the Austrian Accreditation Act and pertinent standards (including, but not limited to, EN ISO/IEC 17024) 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. The customer agrees that such information is published on **qualityaustria**'s website.
8. Quality Austria points out that pursuant to applicable data protection laws, 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 preservation obligations Quality Austria needs to satisfy, or based on any overriding interest of Quality Austria. In addition, in the cases referred to by law, any data subject may object to the processing of his or 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. Data subjects also have a right to lodge a complaint with the data protection authority. Any information concerning the exercise of rights by data subjects and concerning data protection provided by Quality Austria is available at datenschutz@qualityaustria.com.

VII. LIABILITY OF QUALITY AUSTRIA

1. Quality Austria is generally liable to the customer only for any violation of its contractual obligations by intent or recklessly gross negligence, subject to the following provisions. Despite careful examination, Quality Austria does not accept any warranty for the correctness, completeness and updated status of course and examination documents and any other publication.
2. Any liability of Quality Austria is limited to typically foreseeable damage incurred by the customer and shall not exceed the amount of compensation for underlying services agreed by contract and paid to Quality Austria when due.
3. Quality Austria disclaims any liability for lost profit, any consequential damage caused by defect, any direct or indirect damage and any pure pecuniary loss.
4. 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.
5. To the extent permitted by law and unless expressly otherwise agreed with Quality Austria in writing, the customer guarantees that **qualityaustria**'s services will only be used for

the customer's purposes and not for third parties. If services provided by Quality Austria are passed on to or used for third parties, Quality Austria will not be liable to that third party.

6. If Quality Austria is liable to a third party by way of exception, the provisions of this Section VII, including, but not limited to, all limitations of liability included therein, shall be applicable not only between Quality Austria and the customer but also to that third party. Whenever a third party asserts damages against Quality Austria, the customer will fully hold harmless and indemnify Quality Austria for and against such claims.
7. The maximum liability sum agreed in paragraph 2 above shall be applicable in aggregate only once to all injured parties, even if several parties (the customer 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.

VIII. INTELLECTUAL PROPERTY RIGHTS

1. All course and examination documents which Quality Austria may provide as hard copies or in electronic form shall be Quality Austria's intellectual property. Such documents are made available to participants of a **qualityaustria** service only for training and education purposes and for personal use. 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. Otherwise, Quality Austria may assert a penalty of € 30,000 for each violation, without prejudice to **qualityaustria**'s right to assert further damages.

IX. FINAL PROVISIONS

1. Any amendment to and modification of these terms and conditions shall be made in writing.
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.
3. All disputes arising from or in connection with this contract shall exclusively be referred to the courts in the first district of Vienna [Innere Stadt].
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.

B. ADDITIONAL REQUIREMENTS FOR CERTIFICATE HOLDERS

X. REQUIREMENTS FOR ISSUING A CERTIFICATE

1. A certificate is issued only after successful passing of an exam. Participants need to register separately for such exam (certification application). By registering for an exam, a participant agrees to satisfy the certification requirements, to provide any information necessary for evaluation, including, but not limited to, information about relevant qualifications, and to acknowledge these General Terms and Conditions.
2. By registering for an exam, a participant submits to the terms and conditions described in Section XI applicable to certificate holders in the event a certificate is issued.

XI. REQUIREMENTS FOR CERTIFICATE HOLDERS

Certificate holders are required to observe the following conditions:

1. Every holder of or applicant for a certificate may inspect the processes leading to competence certification with prior written notice to Quality Austria.
2. Certificate holders undertake to use their best efforts to promote, launch and continue to use modern management methods prescribed by Quality Austria in connection with their professional work.
3. Certificate holders undertake to complete and update at all times their knowledge and skills by attending special expert events, studying literature and actively participating in ERFA groups etc.
4. Certificate holders should initiate and maintain cooperation with peers from other companies, industries and fields. They may seek support from Quality Austria in connection with these activities (e.g. ERFA groups, circle, etc.).
5. Every certificate holder may apply for renewal of his or her certificate before the same expires and has the right to obtain such renewal upon satisfaction of the necessary requirements. Any renewal of a holder's certificate is subject to the requirements applicable from time to time.
6. Certificate holders undertake to provide the necessary documents to prove their competence and practical experience (e.g. interim certificates, job descriptions, etc.); such documents must reflect actual circumstances and be provided on request by Quality Austria or in the course of re-certification.
7. Certificates shall remain the property of Quality Austria. Certificate holders are required to use **qualityaustria** certificates only in accordance with their intended purpose. Certificates may not be used in any misleading or abusive manner.
8. Certificate holders are required to give immediate written notice to Quality Austria of any third-party complaint addressed to them personally and related to the certificate holder's expertise or the certification itself. Quality Austria may follow up on any such complaint.
9. If the above requirements (including, but not limited to, Sections III and XI) are not met, Quality Austria may temporarily or permanently withdraw a certificate with immediate effect. A certificate holder is required to return a certificate if he or she is no longer able to satisfy these „Requirements for certificate holders“.
10. If a certificate is withdrawn or returned, the certificate holder undertakes to promptly return such certificate to Quality Austria by registered mail. Any document including a reference to the customer's certified status may no longer be used.