



qualityaustria
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GENERAL TERMS AND CONDITIONS

OF QUALITY AUSTRIA - TRAININGS, ZERTIFIZIERUNGS UND BEGUTACHTUNGS GMBH

VALID AS OF JUNE 2018

concerning personnel certification, education and training

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

I. VALIDITY AND SCOPE

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 personnel certification and education and training.
2. For applicants domiciled outside of Austria, certification will usually be carried out in cooperation with local **qualityaustria** partners, who will provide specific certification activities (esp. organization of courses, examinations) 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.
3. By applying for a **qualityaustria** certificate, education and training, applicants acknowledge the following terms and conditions. Applicants shall be considered those individuals who participate in the certification, education and training procedure ("Participants"), and, if applicable, the company that makes the registration.
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.

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

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 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. re-certifications 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) and Art 6.1(c) GDPR (legal obligations of Quality Austria).

2. Quality Austria will store any personal data as long as may be necessary to achieve the above purposes. Any master data of an applicant (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 retention 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 retention period.
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, 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.
4. The applicant acknowledges that any information about the applicant which is made available to Quality Austria or arises from its activities 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 certification activities.
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.
6. If there is any overriding legitimate interest, Quality Austria will use the applicant'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 applicant 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 applicant, as long as the applicant has not withdrawn his or her consent or objected to processing for direct marketing purposes. If the applicant is a legal entity, the applicant 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 applicant may revoke his or her consent at any time.

7. The applicant 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 applicant agrees that such information is published on **qualityaustria's** website.
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/privacypolicy.

III. LIABILITY OF QUALITY AUSTRIA

1. Quality Austria is generally liable to the applicant 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 applicant and shall not exceed the amount of remuneration paid to Quality Austria or the **qualityaustria** partner for the underlying certification services.
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 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 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 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.
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 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.
8. 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.

IV. INTELLECTUAL PROPERTY RIGHTS

1. All course and examination documents which Quality Austria may provide as hard copies or in electronic form shall be **qualityaustria's** intellectual property. Such documents are made available to participants of a **qualityaustria** service only for training and education purposes and for personal use. Any other use or disclosure shall be prohibited, except with **qualityaustria's** express written consent. In the absence of **qualityaustria'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.

V. 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 Terms and Conditions.
2. By registering for an exam, a participant submits to the terms and conditions described in Section VI applicable to certificate holders in the event a certificate is issued.

VI. 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, Section VI) are not met, Quality Austria may temporarily or permanently withdraw a certificate with immediate effect. The same applies if the remuneration for the services provided by Quality Austria (incl. fees for the issuance of the certificate and the right of use) are not paid to Quality Austria in time. The relevant date shall be the receipt of payment by Quality Austria. 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. After the expiration of the term of validity or 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 applicant's certified status may no longer be used.

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 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.
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.