

TERMS AND CONDITIONS

OF QUALITY AUSTRIA CERTIFICATION GMBH

VALID FROM OKTOBER 2024

This document comprises the General Terms and Conditions for the

SYSTEM CERTIFICATION, ASSESSMENT AND VALIDATION.....PAGE 2

as well as supplementary terms and conditions for the assessment and certification of the following regulations:

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GENERAL TERMS AND CONDITIONS

OF QUALITY AUSTRIA CERTIFICATION GMBH

VALID FROM OCTOBER 2024

for the area **System certification, assessment and validation**

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I. VALIDITY AND SCOPE OF APPLICATION

- These General Terms and Conditions apply to all services provided by Quality Austria Certification GmbH (hereinafter referred to as Quality Austria or **qualityaustria**) in the field of system certification, assessment and validation. This area includes in particular the certification, assessment, auditing, validation, verification, evaluation and assessment of organisations, in particular their management systems, as well as other related testing activities on the basis of normative assessment models/standards/regulations. Separate general terms and conditions apply to the area of personal certification.
- The General Terms and Conditions are an integral part of the contract between Quality Austria and the customer.
- Deviating terms and conditions (general terms and conditions of business, purchase or payment) of the ordering organisation shall only apply if Quality Austria has expressly agreed to them in writing.

II. VALIDITY OF **qualityaustria** PRICES, PROMOTIONS AND TAXES AND CHARGES

- qualityaustria** services are charged according to the **qualityaustria** prices and subsidies valid at the time of service provision. Unless otherwise stated, all prices are to be understood in € (Euro) excluding VAT.
- Changes to **qualityaustria** prices and subsidies as well as changes and/or extensions of **qualityaustria** services, including those that are binding for the issuance/maintenance of **qualityaustria** Certificates of Conformity, will be announced in writing by Quality Austria to all organisations with a valid **qualityaustria** Certificate of Conformity at least four weeks prior to their entry into force/validity.
- Fees of international accreditation and designation bodies (e.g. IATF) are passed on by Quality Austria to the customer and are to be borne by the latter. The amount of the fees depends on the time of service provision. Any increases in fees between the time of submission of the offer and provision of the service shall therefore be borne by the customer.
- Taxes and additional duties shall be calculated on the basis of the legal situation existing at the time the service is provided. If taxes and/or duties are imposed retroactively, these shall be borne by the customer.

III. DATES FOR **qualityaustria** SERVICES

- Requests for cancellations and postponements must be sent to Quality Austria in writing by the customer. Cancellations and postponements are only possible with the agreement of Quality Austria.
- Quality Austria may charge a processing fee of € 140.00 for postponements made within two weeks of the agreed date. In any case, any additional costs incurred must be reimbursed.

- In the event of cancellation, Quality Austria shall be entitled to charge a cancellation fee of 30% of the order value for the outstanding services in addition to the services already provided and costs incurred.

IV. TERMS OF PAYMENT

- Unless otherwise agreed, **qualityaustria** prices are invoiced according to actual expenditure step by step after the service has been provided (e.g. provision of an on-site service) or at the end of the month. The fee for the right to use the certificate and the certification mark is charged annually in advance.
- Invoices are due within fourteen days of invoicing without deduction and free of charges.
- Quality Austria may demand advance payments in an appropriate amount. In these cases, compliance with the payment deadlines is an absolute prerequisite for timely **qualityaustria** performance. If insolvency proceedings are opened against the assets of the customer or are not opened due to a lack of assets to cover costs, or if the customer proposes an out-of-court settlement to its creditors or if there are other reasonable doubts about the creditworthiness of the customer organisation, Quality Austria shall in any case only be obliged to provide services against advance payment.
- In the event of late payment, Quality Austria shall be entitled to charge interest on arrears at a rate of 9.2% above the base interest rate. Furthermore, collection costs in the amount of a lump sum of € 40.00 and all additional costs of necessary extrajudicial collection or recovery measures for which the ordering organisation is responsible may be charged, provided that these are in reasonable proportion to the claim being pursued. Furthermore, in the event of default of payment, Quality Austria shall be entitled to temporarily suspend services still to be provided and, after unsuccessful reminder and setting of a grace period of at least fourteen days, to withdraw certifications (cf. point XV) and to terminate the contract. In the event of default in payment of even one due claim despite a reminder and the setting of a grace period, all outstanding claims - including those from other orders and irrespective of the agreed due date - shall become due immediately.
- Any objections to invoices must be submitted to Quality Austria in writing within two weeks of receipt of the invoice and must be sufficiently substantiated. Failure to raise objections within this period shall be deemed acknowledgement of the invoice.
- The customer may only offset claims of Quality Austria against counterclaims that have been established by a court or expressly recognised by Quality Austria in individual cases.

V. **SECRECY, CONFIDENTIALITY, DATA PROTECTION, CONSENT TO FORWARDING OF ADDRESSES AND ADVERTISING MAILINGS**

1. Quality Austria undertakes to comply with the applicable data protection laws when processing personal data. The personal data collected by Quality Austria on the occasion of a **qualityaustria** service will be stored electronically and processed to the extent necessary for the purposes of contract fulfilment, for the required (audit) documentation according to the normative requirements, for bookkeeping and accounting as well as for customer relationship management including the submission of offers for further **qualityaustria** services (e.g. re- and extension certifications, relevant trainings). Quality Austria stores the personal data for as long as necessary to fulfil the above-mentioned purposes. The master data on the customer (including authorised representatives, contact persons at the customer) and order history are stored until the end of the business relationship and beyond that until the expiry of the warranty, limitation and statutory retention periods. Audit reports and audit documentation are generally stored for 12 years, unless normative or legal requirements demand longer storage.
2. All information made available to Quality Austria by the customer that is not publicly accessible will be treated confidentially. Quality Austria undertakes to disclose all confidential information about the customer resulting from its activities (in particular audit reports and other written statements on the results of its activities) to third parties only with the written consent of the customer, unless Quality Austria is legally obliged to disclose such information. This shall also apply to the period after completion in accordance with the order.
3. The customer acknowledges that the information referred to in para. 2 (in particular audit reports) will be made available to the accreditation, approval or designation body (e.g. Accreditation Austria, VDA-QMC, IATF, KBA) at its request and that it may participate in on-site audits.
4. The customer is obliged to ensure that the personal data it provides to Quality Austria may be processed by Quality Austria in the context of the provision of services. In particular, the customer must comply with the applicable data protection regulations (including information obligations under the GDPR) and obtain any necessary consent. The customer shall indemnify and hold Quality Austria harmless in this respect.
5. If the customer is a legal entity, the customer hereby agrees that Quality Austria and the affiliated organisations of Quality Austria Holding GmbH (affiliated organisations are in particular Quality Austria Holding GmbH, Quality Austria Certification GmbH, Quality Austria Academy GmbH, CIS - Certification & Information Security Services GmbH, QMD Services GmbH, ÖQS - Zertifizierungs- und Begutachtungs GmbH, ÖQA Zertifizierungs-GmbH, Österreichische Vereinigung für Qualitätssicherung (ÖVQ), Austrian Foundation for Quality Management in Business Excellence (AFQM) and other, also future group companies of Quality Austria Holding GmbH - hereinafter jointly referred to as "affiliated organisations") process its contact data in order to send it information and advertising about **qualityaustria** services and products in the fields of training, assessment and certification. The customer further agrees that the above-mentioned data will be transmitted to the affiliated organisations, which will use them for advertising mailings about their services and products in the fields of training, assessment and certification. The customer

agrees to receive from Quality Austria and its affiliated organisations advertising and information about products and services of these organisations to a reasonable extent by post and e-mail. The customer may revoke this consent at any time.

6. The customer acknowledges that Quality Austria is obliged according to the relevant standards (in particular EN ISO/IEC 17021-1, IAF MD 28) to provide the public with information on certifications issued. The public information concerns the name/company and address of the certified organisation, certificate number, certified locations, scope and applicable normative documents, status of the issued certification, date of issue and period of validity. The information is made publicly available via the certificate search on the Quality Austria website and, in the case of certifications according to IAF MD 28, is also published in the IAF database. The customer agrees to the publication of this data.
7. Quality Austria points out that, in accordance with the applicable data protection laws, data subjects have the right at any time to request information about the personal data processed about them and to request rectification, erasure, restriction of processing and data portability. The right to erasure of data may be restricted in the cases specified by law, in particular due to statutory retention obligations to which Quality Austria is subject, or due to overriding interests of Quality Austria. In addition, data subjects may object to the processing of personal data concerning them in the cases specified by law. In particular, data subjects may object to the future use of their personal data for the purpose of direct marketing at any time, free of charge and without giving reasons. Finally, data subjects have the right to lodge a complaint with the data protection authority. Data subjects can contact datenschutz@qualityaustria.com to exercise their data subject rights and if they have any questions about data protection on the part of Quality Austria.

VI. **LIABILITY OF QUALITY AUSTRIA**

1. The customer acknowledges that an audit is only equivalent to a random check of the management system on the basis of normative assessment models/standards/regulations. Quality Austria generally does not check the legal conformity of the organisation concerned and therefore does not assume any guarantee or liability that the audited organisation complies with all legal requirements. Quality Austria's liability is otherwise governed by the following provisions.
2. Quality Austria shall only be liable to the customer for intentional and grossly negligent breaches of its contractual obligations in accordance with the following provisions. Liability for slight and simple gross negligence is excluded in any case.
3. Any liability of Quality Austria shall be limited to typically foreseeable damages incurred by the customer and shall be limited in amount to the contractually agreed remuneration paid to Quality Austria for the underlying services when due.
4. Quality Austria shall under no circumstances be liable for loss of profit, consequential damages, indirect damages or pure financial losses of any kind.
5. Any claim for damages may only be asserted in court within six months of the claimant becoming aware of the damage, but at the latest within two years of the event giving rise to the claim, otherwise it shall be time-barred.
6. The customer guarantees that the services of Quality Austria - to the extent permitted by law and unless otherwise expressly agreed with Quality Austria in writing - will be used

exclusively for the purposes of the customer and not for third parties. If Quality Austria's services are nevertheless passed on to third parties or used for third parties, this shall not give rise to any liability on the part of Quality Austria towards third parties.

7. Should Quality Austria exceptionally be liable to third parties, the provisions of this Section, in particular all limitations of liability contained herein, shall apply not only in the relationship between Quality Austria and the customer, but also vis-à-vis such third parties. In the event that third parties assert claims for damages against Quality Austria, the customer shall fully indemnify and hold Quality Austria harmless against such claims.
8. The maximum amount of liability agreed above shall only apply once in total to all harmed parties, even if several persons (the customer and a third person or several third parties) have been harmed. Harmed parties shall be satisfied according to the priority of raising their claims.
9. The above limitations of liability also apply to legal representatives, employees and vicarious agents (in particular auditors) of Quality Austria if claims are nevertheless made directly against them, irrespective of the fact that no contractual relationship exists between them and the customer and contractual liability is therefore excluded.

VII. RIGHTS OF THE CUSTOMER

1. Quality Austria's services are provided in the most economical and trouble-free manner possible during the regular operational process at the customer on site, if necessary also during shift operation or at the installation site, e.g. construction site.
2. Quality Austria undertakes to inform the customer of the persons to be deployed. In the event of justified rejection of these persons, Quality Austria will endeavour to submit a new proposal. In the case of audits announced at short notice or unannounced audits, there is no possibility to raise objections against members of the audit team. Unless stipulated by national and international regulations, e.g. IAF/EA guidelines, requirements of the accreditation body or laws/regulations, e.g. EMAS Regulation, Quality Austria is free to choose the persons to perform the audit when fulfilling an order.
3. In the event that a person appointed by Quality Austria is absent immediately before or during the service, e.g. due to illness, a substitute will be appointed in agreement with the customer or a new appointment will be made.
4. The customer acknowledges and agrees that observers of the accreditation body and/or Quality Austria (e.g. witness auditors or auditors in training) may also participate in on-site services.

VIII. DUTIES OF THE CUSTOMER

1. The customer is responsible for ensuring that all documents, data and other information required for the provision of the respective **qualityaustria** services are submitted to Quality Austria even without its special request and that Quality Austria is informed of all processes and circumstances that may be of importance for the execution of the order.
2. The customer allows access to the rooms, facilities and installation sites.
3. The customer makes suitable organisational arrangements so that the responsible employees are present in the company and prepared for the practical verification process.

4. The customer ensures that the employees interviewed by Quality Austria provide open and truthful information about all internal company matters that are relevant for the assessment of the respective management system.

IX. INTELLECTUAL PROPERTY RIGHTS

1. All documents provided by Quality Austria - in paper or electronic form - such as self-assessment forms, forms, check-lists are the intellectual property of Quality Austria and may only be used for the purpose intended by Quality Austria. Any other use or disclosure is only permitted with the express written consent of Quality Austria. The documents may not be reproduced or made accessible to third parties without such consent from Quality Austria.
2. No image, audio or video recordings of **qualityaustria** services may be made without the consent of Quality Austria.
3. In the event of violations of point IX, Quality Austria shall be entitled to claim a contractual penalty of € 30,000.00 per violation - without prejudice to further claims for damages.

X. **qualityaustria** QUALITY GUARANTEE

1. On-site services of Quality Austria that are found to be defective will not be invoiced if the customer asserts the defect in writing before the next **qualityaustria** service is used, but no later than five working days after the on-site service in question. The service will not be charged if the complaint is justified and the defect was substantial. Alternatively, Quality Austria may remedy the defect at its own discretion. The service not invoiced by Quality Austria shall be deemed not to have been provided and shall therefore not be recognised as a service for maintaining the **qualityaustria** certificate. Further warranty claims are excluded.

XI. SAFEGUARDING THE IMPARTIALITY AND INDEPENDENCE OF QUALITY AUSTRIA

1. The customer shall ensure that it refrains from doing anything that could jeopardise the independence of the persons contracted by Quality Austria. This applies in particular to offers for consultancy work or employment as well as orders on own account.
2. In order to maintain impartiality, Quality Austria does not carry out any consulting that is the subject of a commissioned certification with subsequent issuance of a certificate.

XII. CONDITIONS FOR ISSUANCE/MAINTENANCE OF **qualityaustria** CERTIFICATES AND CERTIFICATES (E.G. IQNET CERTIFICATES) ISSUED IN CONNECTION WITH A **qualityaustria** SERVICE

1. **qualityaustria** Certificates have an initial issue date, a validity date and an issue date. In addition, each **qualityaustria** certificate has a registration number, which is only issued once by Quality Austria and is therefore clearly traceable.
2. The date of first issue remains unchanged for the entire lifetime, i.e. for the uninterrupted validity of a **qualityaustria** certificate, and documents the date of first issue.
3. The validity date determines the validity of the certificate. For the duration of the respective validity, the customer is obliged to commission Quality Austria with annual surveillance services. Unless otherwise agreed or specified by the accreditation, authorisation or designation body, a validity period of three years applies for a **qualityaustria** certificate and a period of twelve months for the annual surveillance

audits. With written justification, surveillance audits can generally be moved by a maximum of +/- three months (except for the first surveillance audit and unless the applicable standards stipulate otherwise). The issue date documents the date of the last change to the certificate, e.g. the scope of a certificate was extended, the validity was prolonged.

4. Unless otherwise specified in the certification scheme, the scope of application is generally the entire organisation. If a restriction to specific business or product areas, divisions, locations or subsidiaries is required, this will be stated in the certificate.
5. Sub-certificates can be issued for an organisation with several independent scopes/management systems. The joint right to independent use is acquired by paying the respective usage fees per organisation for all scopes.
6. To renew a certificate, the re-certification activities (renewal audit) must be successfully completed before the existing certification expires.
7. Deviations identified by Quality Austria must be effectively corrected within a maximum of six months in order to maintain the certificate, whereby shorter deadlines in national and international regulations such as IAF/EA guidelines, requirements of the accreditation body or laws/regulations (EMAS regulation etc.) must be observed. Proof of the improvement measures is provided at **qualityaustria's** decision in a follow-up audit and/or by documentary means. If the correction is not made within the agreed period, the certification may be restricted or temporarily or permanently withdrawn.
8. Certificates remain the property of Quality Austria and must be returned to Quality Austria by registered letter within six months of the expiry of their period of validity at the latest - except in the case of restriction or withdrawal in accordance with point XV. In the event of restriction or withdrawal, the certificates must be returned immediately - see point XV para. 3.
9. Quality Austria reserves the right to carry out audits announced at short notice or unannounced audits, for example in the event of complaints by third parties about the management system of the client organization or other complaints, or as a consequence of changes, or as a consequence of suspended customer certifications. These **qualityaustria** services are also subject to a fee. In particular, the above points II. and IV. apply.

XIII. RIGHTS AND OBLIGATIONS OF HOLDERS OF A **qualityaustria** CERTIFICATE AND CERTIFICATION MARK

1. Holders of a **qualityaustria** certificate have the right to use the **qualityaustria** certification mark (hereinafter referred to as "**qualityaustria** mark") in accordance with the following provisions. Graphical modifications of this mark are only permitted with the written consent of Quality Austria.
2. The right to use the **qualityaustria** mark is not transferable to third parties.
3. The **qualityaustria** mark may be used for advertising purposes for up to six months after expiry of the validity of the **qualityaustria** certificate - except in the case of restriction or withdrawal pursuant to section XV. Advertising with the **qualityaustria** mark and/or **qualityaustria** certification must not be misleading; in particular, it must be clearly recognisable whether an organisation or an organisational unit is certified.
4. The **qualityaustria** mark may not be used in any way that could be interpreted as an indication 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 third parties. General statements on product packaging and in information accompanying products in relation to a certified management system are permitted, provided that the certified organisation, the type of management system and the standard applied and the certification body are named and the statements do not imply that a product, process or service is certified. The exact wording from the certificate must be reproduced to indicate the scope of application.
5. When using the **qualityaustria** certificate and the **qualityaustria** mark, the organisation using them undertakes to strictly comply with the rules of fair competition. In particular, the **qualityaustria** certificate and the **qualityaustria** mark may not be used in a misleading or abusive manner or in any other way that would bring Quality Austria into disrepute.
6. Holders of a **qualityaustria** certificate are obliged to notify Quality Austria immediately (within five working days) in writing of any organisational changes in the scope of application, e.g. reorganisations, closure of existing and expansion of new business activities, as well as other significant changes to a certified management system.
7. The management system must be verifiably further developed through systematic measures within the applicable periodicity - currently twelve months - such as internal audits and periodic assessments of the management system, provided this is required in the relevant requirements models (e.g. ISO 9001, ISO 14001, etc.).
8. Quality Austria must be notified immediately (within five working days) in writing of any complaints made by third parties about the management system. Each complaint must be evaluated and necessary improvement measures must be initiated. These complaints and measures must be disclosed unsolicited during the next on-site service provided by Quality Austria - see also Section X (10) above..
9. For services in the field of occupational health and safety management systems, holders of a **qualityaustria** Certificate are obliged, in addition to the above-mentioned obligations, to inform Quality Austria immediately in writing of the occurrence of a serious incident or breach of regulations that requires the involvement of the competent authority (see IAF MD 22, G 8.5.3). If Quality Austria becomes aware of a serious incident or non-compliance in connection with occupational health and safety, Quality Austria may carry out further audits, irrespective of whether the competent authorities are involved, in order to investigate whether the management system has not been impaired and has functioned effectively (cf. IAF MD 22, G 9.6.4.2) - see also Section X (10) above. For additional audits, the **qualityaustria** prices valid at the time of service provision will be charged. Information on serious incidents and breaches of rules reported by the organisation holding the certificate or detected by Quality Austria in the course of an audit entitle Quality Austria - in addition to the cases according to point XV of the GTC - to withdraw the certification if the certified management system does not meet the certification requirements for occupational health and safety (cf. IAF MD 22, G 9.6.5.2.).

XIV. FORCE MAJEURE

1. "Force Majeure" means any circumstance beyond the reasonable control of either party which impairs or prevents the performance or maintenance of obligations by such party, including but not limited to (i) war (declared or undeclared), hostilities, aggression, acts of foreign enemies, large-scale military mobilisation; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of means of transport, telecommunications, information systems or energy; (vii) general labour unrest such as boycott, strike and lockout, go-slow, occupation of factories and buildings.
2. In the event of a force majeure event, which must be notified to the other party by the party invoking it, the performance period, in particular for any certification activities of Quality Austria, shall be extended until the obstacles caused by the force majeure event cease to exist. If the force majeure event lasts longer than six months, either party shall have the right to terminate the contract with immediate effect. In this case, the customer must pay for the services already provided by Quality Austria.
3. With regard to certificates already issued, Quality Austria is authorised to temporarily withdraw certification in the event of a force majeure event (see point XV.). If the force majeure event is particularly serious and/or long-lasting, e.g. if it lasts for more than six months, either party is entitled to terminate the contract with immediate effect and Quality Austria is entitled to withdraw the certification permanently (see point XV.). If certification is withdrawn, the customer is in no way entitled to withhold or reclaim any payments, e.g. fees for issuing the certificate and the right of use.

XV. WITHDRAWAL OF **qualityaustria CERTIFICATES AND CERTIFICATION MARKS**

1. Quality Austria is entitled to restrict the scope of the certification for good cause or to withdraw the certification temporarily or permanently with immediate effect, in particular if the conditions for maintaining the certificate according to point XII as well as the conditions according to point XIII are not fulfilled or in cases of force majeure (see point XIV above). The same shall apply if the customer fails to meet its payment obligations pursuant to Section IV despite a reminder and the setting of a grace period of at least fourteen days, or if the customer is liquidated, or - to the extent permitted by the applicable insolvency law provisions - if insolvency proceedings are opened against the assets of the customer or the opening of such proceedings is refused due to a lack of assets to cover the costs.
2. The restriction or withdrawal will be communicated by Quality Austria in writing, published and is valid upon receipt of the notification.
3. In case of restriction or withdrawal of certification and upon termination of the contract, the customer undertakes to immediately return **qualityaustria** certificates to Quality Austria by registered letter, to stop using the **qualityaustria** mark and to ensure that all documents containing a reference to its certified status are no longer used. In the event of a breach of this provision, Quality Austria shall be entitled to

claim a contractual penalty in the amount of € 30,000.00 per breach - without prejudice to further claims for damages.

XVI. TERMINATION

1. The contract may be terminated by either party with three months' notice to the end of a calendar year.
2. The contract may be cancelled with immediate effect for good cause (extraordinary termination). Good cause shall be deemed to exist for Quality Austria in particular (i) if the customer breaches its obligations under section XIII or other material obligations under this contract (ii) if an event of force majeure according to section XIV 3 lasts longer than six months (iii) in the event of withdrawal of certification according to section XV 1, and (iv) if the continuation of the contractual relationship is no longer reasonable for Quality Austria for other reasons.
3. Cancellations must be made in writing.
4. In the event of termination, the customer must pay for the services already provided by Quality Austria.

XVII. FINAL PROVISIONS

1. Amendments and supplements to these terms and conditions must be made in writing.
2. Should one or more provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of these GTC.
3. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Vienna, Innere Stadt.
4. The contract shall be governed by Austrian law to the exclusion of the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.

SUPPLEMENTARY TERMS AND CONDITIONS

OF QUALITY AUSTRIA CERTIFICATION GMBH

VALID FROM OCTOBER 2024

for the assessment and certification of **EN 1090, ISO 3834, EN 15085 and IATF 16949, VDA 6.1, 6.2, 6.4**

Subject to change without notice. The latest version of the GTC can be found on our website at www.qualityaustria.com/agb.

A. SUPPLEMENTARY TERMS AND CONDITIONS AUTOMOTIVE (IATF 16949, VDA 6.1, 6.2, 6.4)

1. The basis for auditing and certification as well as ongoing monitoring in the automotive sector are the specifications of the respective standard in the respective applicable version (currently: "Automotive Certification Scheme for IATF 16949, Rules for Achieving and Maintaining IATF Recognition, Sixth Edition" in short "IATF Rules", and "Certification specifications for VDA 6.1, VDA 6.2 and VDA 6.4, 6th edition", in short together "VDA 6.x regulations"), to which the client submits in full for all its sites that fall within the scope of the certification in question.
2. In particular, the following requirements must be observed:
 - a) The client shall provide Quality Austria information related to previous and/or existing certification to IATF 16949 and VDA QMC before contract signature.
 - b) The client shall notify Quality Austria of significant changes- see below para. 3.
 - c) The client shall not refuse a witness audit of Quality Austria.
 - d) The client shall not refuse a Quality Austria internal witness audit.
 - e) The client shall not refuse the presence of IATF or VDA QMC observers.
 - f) The client shall not refuse the request of Quality Austria to provide the final audit and nonconformity reports to the IATF or VDA QMC.
 - g) The only use of the IATF logo or VDA QMC logo is as displayed on the certificate or the letter of conformance issued by Quality Austria. Any other use of the respective logo by the client is prohibited. The client may duplicate the IATF 16949 and VDA 6.x certificate bearing the respective logo for marketing and advertising purposes
 - h) Quality management system-related consultants to the client shall not be physically present at the client's site during an audit and shall not participate in the audit in any way either directly or indirectly. The client's failure to meet this contractual requirement shall result in audit termination by Quality Austria.
 - i) The client shall provide pre-audit planning information to Quality Austria as required by Quality Austria.
 - j) The client shall notify Quality Austria of its intent to transfer once a legal contract is signed with a new certification body.
 - k) The client shall work with Quality Austria to resolve open issues related to its transfer to or from another IATF-recognized certification body.
 - l) The client shall remove all references to IATF 16949 and/or VDA 6.x certification from all internal and external marketing channels—including, but not limited to, websites and printed and electronic media—when its certification is cancelled, withdrawn, or expired.
3. The client takes note and agrees that any violation of provisions a) – l) above shall be considered a material breach of contract and shall lead to appropriate actions by Quality Austria, including, but not limited to, audit termination, audit cancellation, contract cancellation, or certification withdrawal.
4. The client shall notify Quality Austria of imminent changes that may affect the capability of the quality management system to continue to fulfill the requirements of the IATF 16949 certification or the VDA 6.x-regulations. These include, for example, changes relating to:
 - a) legal status
 - b) ownership status (e.g., mergers, acquisitions, alliances, joint ventures, etc.)
 - c) management structure (e.g., top management, key decision-making staff, etc.)
 - d) contact address or location
 - e) relocation of the manufacturing process(es) or support activities (see section 5.15 IATF Rules)
 - f) closure or relocation of a manufacturing site, extended manufacturing site, or a standalone remote support location (see section 5.15 IATF Rules). In particular, client shall inform if it does not manufacture automotive products any longer
 - g) scope of operations under the quality management system, including any new locations and/or support relationships to be covered in the certification scope
 - h) outsourcing of quality management system processes to other organizations
 - i) customer dissatisfaction scenarios that require Quality Austria notification as described in IATF / VDA QMC OEM customer-specific requirements (e.g., special status conditions, etc.)
 - j) a signed contract with another IATF/VDA QMC-recognized certification body (see e.g. section 7.1 IATF Rules).
5. The client takes note and agrees that Quality Austria shall take appropriate actions based on the changes occurred, including but not limited to demanding additional information (see e.g. section 5.15 IATF-Rules), holding special audits (see e.g. section 7.2 IATF Rules) and certification withdrawal (see e.g. section 10 IATF Rules – cancellation of a certificate). Records of the notification of significant changes and the actions taken shall be maintained as a part of the certification records.
6. Unreported changes are considered a breach of contract and may lead to appropriate actions by Quality Austria, including, but not limited to, audit termination, audit cancellation, contract cancellation, or certification withdrawal. The notification must be made in writing or by e-mail to Quality Austria and must include the necessary details.
7. Obligations of Quality Austria:
 - a) Quality Austria shall notify the client within ten (10) calendar days of any changes in Quality Austria's ownership status or loss of IATF or VDA QMC recognition.

b) Quality Austria shall work with the client to resolve open issues related to the client's transfer to or from another IATF or VDA QMC recognized certification body.

c) Quality Austria, including all of its sponsored IATF 16949 auditors, shall comply with all applicable data protection laws and provide sufficient transparency regarding the use of relevant personally identifiable information.

8. Unless otherwise stipulated herein, the General Terms and Conditions for System Certification, Assessment and Validation Services of Quality Austria valid at the time of service provision shall apply mutatis mutandis, with the exception of Section XIII 4. These General Terms and Conditions are available on the website of Quality Austria (www.qualityaustria.com/agb). The place of jurisdiction is Vienna, Innere Stadt.

B. SUPPLEMENTARY TERMS AND CONDITIONS EN 1090

1. The basis for auditing and certification as well as ongoing monitoring of the factory production control system is ÖNORM EN 1090-1 in its currently valid version, which is an integral part of this contract.
2. The commissioning organisation is responsible for carrying out an initial inspection in accordance with ÖNORM EN 1090-1 and for setting up, documenting and evaluating a factory production control (FPC) and initiating the necessary measures.
3. During the pre-audit, Quality Austria conducts a detailed on-site review of the extent to which the company's processes fulfil the requirements of EN 1090. The focus is on checking the factory production control (FPC), determining the effectiveness of the overall system in order to prepare the employees of all areas and locations for the certification audit, the selective on-site assessment of individual system aspects and implementations, the identification of deviations and the process planning for the certification audit (initial inspection).
4. The certification audit (initial inspection) is carried out on site according to a jointly drawn up audit plan. The factory production control system is inspected, taking into account the requested design classes in the relevant areas of the company, e.g. production in the workshop, assembly instructions for the construction site and, if applicable, the structural design, if this is carried out by the manufacturing company. The aim is to determine the conformity of the factory production control system with the specifications of the applicable parts of the ÖNORM EN 1090 series. However, the contract does not cover the certification of products (see points 15. and 16. below). Quality Austria carries out the certification on the basis of the underlying standards, regulations and the respective process descriptions and issues a certificate if the result is positive. The certificate authorises the manufacturing company to affix the CE marking to the manufactured products.
5. Certificates in accordance with EN 1090-1 are valid for a maximum of five years. The following provisions apply to ongoing surveillance audits, whereby surveillance audits can generally be moved by a maximum of +/- three months with written justification (unless the applicable standard stipulates otherwise). The certification requirements including the implementation of corresponding changes, if these are communicated by Quality Austria, must be fulfilled.
6. After the certificate has been obtained, ongoing monitoring must be carried out. The first scheduled surveillance must be carried out one year after the initial inspection. Further

surveillance depends on the design class of the manufactured construction products and is based on the regulations of EN 1090-1 (see Annex B, Table B.3).

7. If the interval between inspections is two or three years, EN 1090-1 requires the manufacturing company to submit a declaration at the end of each year (+/- three months) that none of the following has occurred:

- Renewal or modification of the relevant facilities;
- Change of welding supervisor;
- The welding process qualification reports and the source materials;
- Introduction of new relevant facilities.

8. Once the certificate has been issued, the customer is obliged to notify Quality Austria immediately (within five working days) in writing of any significant changes to the certified system of factory production control. This refers in particular to changes that could affect the fulfilment of the certification requirements, such as

- Changes in management, ownership structure, organisation;
- Changes to the products, the manufacturing process or the relevant equipment;
- to be informed about the qualification of the welding process in the event of a change of welding supervisor and the introduction of new welding processes, changes to the base materials and the reports.

In the event of significant changes, Quality Austria decides whether an additional audit must be carried out. If this is the case, the manufacturing company may not label any products manufactured after such changes with a CE mark until Quality Austria notifies them accordingly.

9. Quality Austria must be notified immediately (within five working days) in writing of any complaints by third parties regarding the certified system of factory production control or the conformity of the manufactured products with the applicable standard. Records must be kept of all complaints and sent to Quality Austria upon request. Each complaint must be evaluated and the necessary improvement measures must be initiated. The measures taken must be documented. These complaints and measures must be disclosed unsolicited during the next inspection by Quality Austria - see also Section X (10) of the General Terms and Conditions for System Certification, Assessment and Validation Services of Quality Austria..
10. Quality Austria must also be informed immediately of all circumstances that indicate significant deficiencies in the factory production control with regard to quality or safety, in particular in the event of a recall or withdrawal of products or if claims by third parties have been asserted against the company with regard to quality, safety and/or legality in or out of court. Quality Austria may carry out further - also unannounced - audits/samples in order to check the effects on the certificate(s).
11. Quality Austria is authorised to carry out a surveillance audit or an on-site inspection at any time, even unannounced, to validate the ongoing certification status if Quality Austria deems this necessary to monitor compliance with the certification requirements. If justified, certification may be suspended or withdrawn.
12. The customer is obliged to provide Quality Austria and the commissioned auditors with access to its business premises and to support the auditors in carrying out the audit to the best of its ability. The customer agrees to the participation of experts from the accreditation organisations in audits in its company.

13. When using the **qualityaustria** certificate and the **qualityaustria** mark, the organisation using them undertakes to strictly comply with the rules of fair competition. In particular, the **qualityaustria** certificate and the **qualityaustria** mark may not be used in a misleading or abusive manner or in a manner that brings Quality Austria into disrepute.
14. Declarations of certification may only be made with regard to the scope for which the certification was issued. If the certification documents are made available, they may only be reproduced and passed on in their entirety.
15. The certification may only be used to demonstrate that the factory production control is certified as compliant with EN 1090-1. According to EN 1090, the manufacturing company or its authorised person established in the EEA must draw up and keep a declaration of conformity after the certificate has been issued, which allows the manufacturing company to affix the CE marking to the product, on the label, on the packaging or in the accompanying commercial documents. The certificate of factory production control must be attached to the declaration of conformity.
16. The manufacturing company acknowledges that the products of the manufacturing company are not subject to testing or certification within the scope of this contract. The sole object of certification is to check whether the manufacturing company's factory production control system fulfils the requirements of EN 1090-1 based on the execution class specified by the manufacturing company. Quality Austria is not liable for the choice of execution class made by the manufacturing company. The manufacturing company undertakes to refrain from doing anything that could give the impression that Quality Austria has tested or certified products of the customer. The manufacturing company expressly acknowledges the provisions on the limited liability of Quality Austria in section VI of the General Terms and Conditions for Services of Quality Austria in the field of system certification, assessment and validation, in particular also section VI paragraphs 5, 6 and 7.
17. In the event of temporary or permanent withdrawal of certification and upon termination of the contract with Quality Austria, the manufacturing company is no longer authorised to affix a CE mark referring to the **qualityaustria** certificate on factory production control to the products (or their packaging or accompanying documents). In the event of temporary or permanent withdrawal, Quality Austria may also demand from the manufacturing company that the products already labelled with a CE mark before the withdrawal are no longer placed on the market, provided that the reasons for the withdrawal of certification already existed at the time the CE mark was affixed.
18. Unless otherwise stipulated here, the General Terms and Conditions for System Certification, Assessment and Validation Services of Quality Austria valid at the time of service provision shall apply mutatis mutandis, with the exception of point XIII 4. These General Terms and Conditions are available on Quality Austria website (www.qualityaustria.com/agb). The place of jurisdiction is Vienna, Innere Stadt.

C. SUPPLEMENTARY TERMS AND CONDITIONS ISO 3834

1. The basis for auditing, certification and ongoing monitoring of the system is ISO 3834 ("Quality requirements for fusion welding of metallic materials") in its currently valid version, which forms an integral part of this contract. The relevant part of the requirements of ISO 3834 is that part which is

necessary for the manufacture of the welded product in accordance with its complexity or in accordance with its hazard potential.

- a) Part 2 - comprehensive quality requirements covers high demands,
 - b) Part 3 - Standard quality requirements covers medium requirements, and
 - c) low requirements are covered by Part 4 - Basic quality requirements.
2. The customer has to name the relevant part of ISO 3834 and Quality Austria assesses the adequacy of the named part.
The customer is responsible for carrying out an initial inspection and for setting up, documenting and evaluating welding production in accordance with ISO 3834 and for initiating the necessary measures.
 3. During the pre-audit, Quality Austria conducts a detailed on-site review of the extent to which the company's processes fulfil the requirements of ISO 3834. The focus is on checking welding production in accordance with ISO 3834, determining the effectiveness of the overall system in order to prepare employees in all areas and locations for the certification audit, the selective on-site assessment of individual system aspects and implementations, the identification of deviations and the process planning for the certification audit (initial inspection).
 4. The certification audit (initial inspection) is carried out on site according to a jointly drawn up audit plan. The welding production in accordance with ISO 3834 is inspected, taking into account the requested part of ISO 3834 in the relevant areas of the company, e.g. production in the workshop, on construction sites, or the structural design and implementation - if necessary. The aim is to determine the conformity of the welding production with the specifications of the applicable part 2, 3 or 4 of ISO 3834 in conjunction with the requirements of ISO 3834-5 and ISO 3834-1. However, the contract does not cover the certification of products (see points 15. and 16. below). Quality Austria carries out the certification on the basis of the underlying standards, regulations and the respective process descriptions and issues a certificate if the result is positive. The certificate attests that the customer has complied with the welding requirements for the product.
 5. Certificates in accordance with ISO 3834 are generally valid for a period of three years, provided that the requirements of this standard are met and, in particular, the necessary monitoring is carried out. After three years, the certificate must be renewed for a further three years. The renewal period can be harmonised with the system certification according to ISO 9001, as amended. Surveillance can be carried out annually on a random basis with ISO 9001 or, for example, in more detail together with the EN 1090 cycle. The certification requirements including the implementation of corresponding changes - if these are communicated by Quality Austria - must be fulfilled. If the certification applies to ongoing production, the certified product must continue to fulfil the product requirements.
 6. After the certificate has been obtained, ongoing monitoring must be carried out. The first scheduled surveillance must be carried out one year after the initial inspection. The subsequent inspections and renewals depend on whether annual on-site monitoring (e.g. in accordance with ISO 9001) or non-annual monitoring (e.g. in accordance with EN 1090) is planned.

7. If the interval between monitoring is two or three years, the customer must submit a declaration for the interim years that none of the following has occurred:
 - Renewal or modification of the relevant facilities;
 - Introduction of new relevant facilities;
 - Change of welding supervisor(s);
 - Use of untested personnel in accordance with ISO 9606 or untested operators in accordance with ISO 14732;
 - Introduction of new welding processes;
 - Modification of the base materials and the reports on the qualification of the welding process.
8. Once the certificate has been issued, the customer is obliged to notify Quality Austria immediately (within five working days) in writing of any significant changes to the certified system, which includes welding production in accordance with ISO 3834. This refers in particular to changes that could affect the fulfilment of the certification requirements, such as
 - Changes in management, ownership structure, organisation;
 - Changes to the products or the manufacturing process;
 - Changes to production sites and contact addresses;
 - other significant changes to the quality management system.

In the event of significant changes, Quality Austria decides whether an additional audit must be carried out.
9. Quality Austria must be notified immediately (within five working days) in writing of any complaints by third parties regarding the certified system that relate to welding production in accordance with ISO 3834 or the conformity of the manufactured products with the applicable standard. Records must be kept of all complaints and sent to Quality Austria upon request. Each complaint must be evaluated and necessary improvement measures must be initiated. The measures taken must be documented. During the next inspection by Quality Austria, these complaints and measures must be disclosed without being asked.
10. Quality Austria must also be informed immediately of all circumstances that indicate significant deficiencies in welding production in accordance with ISO 3834 with regard to quality or safety, in particular in the event of a recall or withdrawal of products or if claims by third parties have been asserted against the company with regard to quality, safety and/or legality in or out of court. Quality Austria may carry out further - also unannounced - audits/samples in order to check the effects on the certificate(s).
11. Quality Austria is authorised to carry out a surveillance audit or an on-site inspection at any time, even unannounced, to validate the ongoing certification status if Quality Austria deems this necessary to monitor compliance with the certification requirements. If justified, certification may be suspended or withdrawn.
12. The customer is obliged to provide Quality Austria and the commissioned auditors with access to its business premises, to take all necessary precautions for the performance of an audit and to support the auditors in the performance of the audit to the best of its ability. The customer agrees to the participation of experts from the accreditation organisations in audits in its company.
13. When using the **qualityaustria** certificate and the **qualityaustria** mark, the organisation using them undertakes to strictly comply with the rules of fair competition. In particular, the **qualityaustria** certificate and the **qualityaustria** mark may not be used in a misleading or abusive manner or in a manner that brings Quality Austria into disrepute.
14. Declarations of certification may only be made with regard to the scope for which the certification was issued. If the certification documents are made available, they may only be reproduced and passed on in their entirety.
15. The certification may only be used to show that the welding production is certified with regard to its conformity with ISO 3834.
16. The customer acknowledges that the customer's products are not subject to testing or certification under this contract. The exclusive subject of certification is the examination of whether the customer's system meets the requirements of the part of ISO 3834 designated by the customer. Quality Austria is not liable for the choice of the part of ISO 3834 made by the customer. The customer undertakes to refrain from doing anything that could give the impression that Quality Austria has tested or certified products of the customer. The customer expressly acknowledges the provisions on the limited liability of Quality Austria in item VI of the General Terms and Conditions for Services of Quality Austria in the field of system certification, assessment and validation.
17. Unless otherwise stipulated herein, the General Terms and Conditions for System Certification, Assessment and Validation Services of Quality Austria valid at the time of service provision shall apply mutatis mutandis, with the exception of Section XIII 4. These General Terms and Conditions are available on the website of Quality Austria (www.qualityaustria.com/agb). The place of jurisdiction is Vienna, Innere Stadt.

D. SUPPLEMENTARY TERMS AND CONDITIONS EN 15085

1. For the welding of railway vehicles and vehicle parts in accordance with EN 15085, the terms and conditions for ISO 3834 must be applied analogously. In addition to the normative requirements of ISO 3834, the applicable requirements of the European Committee for Welding of Railway Vehicles (ECWRV) must be complied with.

SUPPLEMENTARY CONDITIONS FOR THE RAILWAY SECTOR, RAILWAY LIABILITY PROVISIONS

OF QUALITY AUSTRIA CERTIFICATION GMBH

VALID FROM OCTOBER 2024

qualityaustria additional conditions for assessment and certification of quality and safety management systems for the **railway sector, railway liability regulations** or ECM certification of freight wagon maintenance systems of railway undertakings

Subject to change without notice. The latest version of the GTC can be found on our website at www.qualityaustria.com/agb.

I. VALIDITY AND SCOPE OF APPLICATION

These terms and conditions apply to

1. the assessment and certification of safety management systems for railway undertakings in accordance with the Austrian Railway Act (EisbG) §§ 188 and Directive (EU) 2016/798; and for
2. ECM certification (certificates of conformity in accordance with Annex II - IV) from entities in charge of maintenance of railway vehicles ("Entity in Charge of Maintenance" - ECM) or maintenance functions in accordance with Implementing Regulation (EU) 2019/779.

These Terms and Conditions apply in addition to the General Terms and Conditions of Quality Austria Certification GmbH (hereinafter referred to as Quality Austria or **qualityaustria**) for the area of system certification, assessment and validation as amended from time to time. Unless otherwise expressly stipulated in these terms and conditions, the aforementioned General Terms and Conditions shall apply, with the exception of point XIII 4.

II. PERIOD OF VALIDITY OF CERTIFICATES

1. Safety management system according to §§ 188 (formerly § 39) EisbG or Directive (EU) 2016/798 (formerly Directive 2004/49/EC). In deviation from point XII (3) of the General Terms and Conditions, the **qualityaustria** certificate Safety Management System according to §§ 188 (formerly § 39) EisbG or EU Directive 2016/798 (formerly Directive 2004/49/EC) is valid for a period of five years. For the duration of the respective validity, the commissioning organisation is obliged to commission Quality Austria with annual surveillance services. For re-certification after 5 years, the re-certification audit must be initiated in good time before the expiry of the safety certificate. No plus tolerances apply, i.e. it is not possible to postpone an audit to a later date!
2. ECM certifications (extension of the certificate of conformity) according to Implementing Regulation (EU) 2019/779. The **qualityaustria** Certificate of Conformity of a Body in Charge of Maintenance (vulgo Maintenance Body Certificate) or Certificate of Conformity for Maintenance Functions according to Implementing Regulation (EU) 2019/779 and the associated **qualityaustria** Certificate for ECM Maintenance Management or ECM Maintenance Function are valid for up to five years. For the duration of the respective validity, the commissioning organisation is obliged to commission Quality Austria with annual surveillance services. For re-certifications after 5 years, the re-certification audit must be initiated in good time before the expiry of the respective certificate with the application in accordance with Implementing Regulation (EU) 2019/779 - Annex III. No plus tolerances apply, i.e. it is not possible to postpone an audit to a later date!

III. SERVICE DESCRIPTION

The certification is solely a statement of conformity based on a decision following the assessment that the fulfilment of specified requirements has been demonstrated. Such confirmation is not in itself a contractual, legal or other guarantee. Furthermore, the audit is only equivalent to a random check of the management system on the basis of normative assessment models/standards/regulations and is therefore no guarantee of 100 per cent compliance with the specified requirements. It should also be noted that Quality Austria does not check legal conformity.

In particular, the object of the service is not the proper execution and functionality of the objects, unless this is expressly included in the order. In particular, the design, choice of materials and construction of products, devices and systems are not subject to any inspection.

IV. LIABILITY OF QUALITY AUSTRIA

The commissioning organisation once again expressly agrees to the General Terms and Conditions for Services of Quality Austria and in particular to the following limitations of liability in accordance with these General Terms and Conditions:

1. The commissioning organisation expressly acknowledges that Quality Austria shall only be liable within the scope of the service description specified in III. above. With this limitation, Quality Austria's liability is governed by the following provisions.
2. Quality Austria shall only be liable to the contracting organisation for intentional and grossly negligent breaches of its contractual obligations in accordance with the following provisions. Liability for slight and simple gross negligence is excluded in any case.
3. Any liability of Quality Austria shall be limited to typically foreseeable damages of the commissioning organisation and shall be limited in amount to the contractually agreed remuneration paid to Quality Austria for the underlying services when due.
4. Quality Austria shall under no circumstances be liable for loss of profit, consequential damages, indirect damages or pure financial losses of any kind.
5. Any claim for damages may only be asserted in court within six months of the claimant becoming aware of the damage, but at the latest within two years of the event giving rise to the claim, otherwise it shall be time-barred.
6. The client organisation guarantees that the services of Quality Austria - to the extent permitted by law and unless otherwise expressly agreed with Quality Austria in writing - will be used exclusively for the purposes of the client organisation and not for third parties. If Quality Austria's services are nevertheless passed on to third parties or used for third parties

ties, this shall not give rise to any liability on the part of Quality Austria towards third parties.

7. Should Quality Austria exceptionally be liable to third parties, the provisions of this Section, in particular all limitations of liability contained herein, shall apply not only in the relationship between Quality Austria and the client organisation, but also vis-à-vis such third parties. In the event that third parties assert claims for damages against Quality Austria, the client organisation shall fully indemnify and hold Quality Austria harmless against such claims.
8. The maximum amount of liability agreed above shall only apply once in total to all harmed parties, even if several persons (the customer and a third person or several third parties) have been harmed. Harmed parties shall be satisfied according to the priority of raising their claims
9. The above limitations of liability also apply to legal representatives, employees and vicarious agents (in particular auditors) of Quality Austria if claims are nevertheless made directly against them, irrespective of the fact that no contractual relationship exists between them and the commissioning organisation and contractual liability is therefore excluded.

V. LIABILITY INSURANCE

1. The client organisation acknowledges that Quality Austria has taken out compulsory liability insurance, insurance policy no. 2130/001544-9, with UNIQA Sachversicherung AG in accordance with § 12 para. 7 of the Accreditation Act 2012 and the Accreditation Insurance Ordinance. Excerpts from the insurance terms and conditions are included in the enclosure. The lump sum cover (cf. Art. 6 of the enclosed conditions and § 2 ABPA) amounts to EUR 10,000,000.00 (ten million euros). Quality Austria will provide the commissioning organisation with a copy of the entire insurance contract upon request at any time.
2. Unless the liability provision of Quality Austria's General Terms and Conditions referred to in section IV above already provides for a more extensive limitation or exclusion of liability, the parties agree that the commissioning organisation shall only have a claim for damages against Quality Austria to the extent that insurance cover exists for this claim in accordance with the above-mentioned insurance contract.
3. The contracting organisation shall be obliged to notify Quality Austria immediately of any claim and, if possible, to ensure that any damage is averted and minimised and to do everything possible to clarify the claim, provided that it is not unreasonably expected to do so. It shall support Quality Austria in the defence against the damage, provide it with detailed and truthful damage reports, inform it of all circumstances relating to the damage event and immediately send it all documents relating to the damage event

ANNEX

Extract from UNIQA's General Terms and Conditions (H 928) for Liability Insurance of Accredited Bodies - Compulsory Liability Insurance pursuant to the Accreditation Insurance Ordinance (ABPA), version 2000

ARTIKEL 6

LIMITATION OF THE AMOUNT OF INSURANCE COVER

1. The maximum benefit payable by the insurer for an insured event within the meaning of Art. 8 and at the same time per insurance year is defined by the sums insured stated in the policy, even if the insurance cover extends to several persons liable to pay compensation.
2. Notwithstanding the provisions of 1. above, the following shall apply to compensation obligations arising from participation in joint ventures: If there is a joint and several debt relationship with one or more others, the insurer's obligation to provide cover shall be limited to that part of the loss which corresponds to the percentage share of the policyholder in the internal relationship. If percentage shares have not been agreed, the proportional share shall apply in accordance with the number of partners in the joint and several liability relationship.
3. The insurer shall participate in any security or deposit which the policyholder is required to provide by law or court order to cover an obligation to pay compensation to the same extent as in the compensation payment.
4. If the policyholder has to make annuity payments and the capital value of the annuity exceeds the sum insured or the residual amount of the sum insured remaining after deduction of any other benefits from the same insured event, the annuity to be paid shall only be reimbursed in the ratio of the sum insured or its residual amount to the capital value of the annuity. The capital value of the annuity is determined for this purpose on the basis of the Austrian mortality table MÖ 1930/33 and an annual interest rate of 3%.
5. The insurance also covers the judicial and extrajudicial costs of establishing and defending against a claim for damages asserted by a third party, even if the claim proves to be unjustified.
6. The insurance also covers the costs of the defence in criminal proceedings conducted on the instructions of the insurer (see Art. 9, Clause 1.3).
7. Costs in accordance with points 5. and 6. shall be offset against the sum insured.
8. If the settlement of a claim for compensation demanded by the insurer by acknowledgement, satisfaction or settlement fails due to the policyholder's resistance or if the insurer declares by registered letter that it will keep its contractual share of compensation and costs available to satisfy the injured party or pays the corresponding sum to the court, the insurer shall not be liable for the additional expenses incurred by the refusal, the aforementioned declaration or the payment of principal, interest and costs.
9. The policyholder's deductible is EUR 727 for each insured event.

ARTIKEL 7

EXCLUSIONS FROM INSURANCE COVERAGE

1. The insurance does not cover obligations to pay damages
 - 1.1. of persons who have unlawfully and wilfully caused the damage for which they are held responsible by a third party. An act or omission that the person concerned does not avoid, even though they should have foreseen the likely harmful consequences, but accepted them, is also deemed to be wilful;

- 1.2. as a result of deliberate contravention of laws, ordinances or official regulations applicable to his professional activities or as a result of deliberate contravention of instructions or conditions of the client or his authorised representative;
- 1.3. from damage
 - 1.3.1. that are directly or indirectly related to all effects of nuclear energy, with the exception of the use of laser beams or radionuclides for measurement or testing purposes;
 - 1.3.2. the
 - 1.3.2.1. of aircraft or aeronautical equipment within the meaning of the statutory provisions or
 - 1.3.2.2. of motor vehicles or trailers, the latter if they must bear an official licence plate, caused by their use by the policyholder or those acting on his behalf. Motor vehicles as defined in 1.3.2.2. are all vehicles that can be propelled mechanically under their own power and are not tied to tracks (rails);
- 1.4. from damage
 - 1.4.1. relatives of the policyholder;
 - 1.4.2. of business partners and shareholders of the policyholder, of several policyholders of the same insurance contract and of relatives of these persons. In the case of legal entities, legally incapacitated persons and persons with limited legal capacity, the legal representatives and their relatives shall be treated in the same way as the policyholder and his relatives. Relatives are deemed to be spouses, parents, parents-in-law and grandparents, children (including children-in-law) and grandchildren, adopted and foster children as well as step-parents and stepchildren, siblings, their spouses and children as well as siblings of the spouse. Extramarital cohabitation is to be treated in the same way as marital cohabitation;
- 1.5. from losses that are attributable to the fact that the policyholder did not eliminate within a reasonable period of time circumstances that posed a particular risk and which the insurer could reasonably demand and had demanded to be eliminated. In case of doubt, a circumstance that has led to a loss is deemed to be particularly hazardous;
- 1.6. from damages on the basis of the Organ Liability Act;
- 1.7. from damages between the parties to a joint and several obligation (see Art. 6, clause 2).
2. Insofar as other damage (see Art. 1, point 1.) is concerned, the insurance does not extend to the policyholder's statutory liability for damage to soil and water. This exclusion does not apply if the damage was caused by a sudden, unforeseeable event that deviates from normal, trouble-free operations.
3. Notwithstanding the insurance cover provided for in Art. 1, Clause 2, the insurance does not extend to obligations to pay damages
 - 3.1. due to damage to
 - 3.1.1. or from the loss of property which the policyholder or persons acting on his behalf have borrowed, rented, leased or taken into safekeeping;

- 3.1.2. movable property arising during or as a result of its use, transport, processing or any other activity on or with it by the policyholder or persons acting on his behalf,
- 3.1.3. those parts of immovable property on which the policyholder or the persons acting on his behalf directly carry out or have carried out processing, utilisation or any other activity;
- 3.2. due to damage caused to the work or property manufactured or delivered by the policyholder (or by third parties on his behalf or for his account) as a result of a cause inherent in the manufacture or delivery.
- 4. The insurance does not cover obligations to pay damages
 - 4.1. from the infringement of patent and industrial property rights;
 - 4.2. due to non-fulfilment or late fulfilment of contracts;
 - 4.3. for failure to meet deadlines for the delivery of plans and drawings, insofar as these deadlines are not set by law, regulation or official notice;
 - 4.4. from advice on the selection of contractors and suppliers with regard to their creditworthiness;
 - 4.5. from declarations on the duration of the production period and on delivery deadlines;
 - 4.6. from exceeding estimates and loans as well as from losses on loans or capital investments, from the acquisition and use of goods; from the brokerage, recommendation or commercial execution of money, real estate and other economic transactions, whether for a fee or free of charge, as well as from follow-up actions to these activities;
 - 4.7. from the late conclusion, continuation or renewal of insurance contracts, from their insufficient or incomplete scope and from the late payment of premiums.
 - 4.8. arising from losses caused by cash management errors, breaches in the act of payment, embezzlement on the part of the policyholder's staff or other persons used by the policyholder, as well as the loss of money, securities and valuables.
- 5. Furthermore, the insurance does not cover obligations to pay damages arising from the planning or recommendation of fundamentally new machines, systems, products or processes or from any research and/or development activities, insofar as these damages are causally attributable to the new development.
- 6. The reasons for exclusion apply to all persons to whom the insurance cover of this contract extends, even if it is only applicable to one or some of these persons in an insured event.

ARTIKEL 8

DEFINITION OF THE INSURED EVENT

- 1. An insured event is a breach (act or omission) as a result of which the policyholder could become liable for damages. If several obligations to pay compensation could arise from a single breach, this shall be deemed an insured event. An insured event shall also be deemed to have occurred if a single loss arises from several breaches, including those committed by different persons.
- 2. An offence shall also include actions or omissions based on the same or a similar source of error if the matters concerned are legally or economically related.