



文件名称		保密诚信及公正性原则承诺			
文件编号：OC-3-021		版本：C	生效日期 2011 年 09 月 01 日	页码：	
批准	Liang	审核		制作	LU Wenyuan

### 保密诚信及公正性原则承诺书

1、上海奥世管理体系认证有限公司(以下简称 OQSAP)遵循中华人民共和国国家认证认可条例》,“ 认证机构管理办法” 及有关的认证法律、法规、规章, 确保中心运作所遵循的原则和方针以及行政管理工作具有公正性。

2、OQSAP 的服务向所有的申请组织开放, 不附加额外的财务或其它条件。不以认证申请组织的规模或是否是某一协会或社团的成员及已认证组织的数量作为提供服务的条件。

3、OQSAP 的服务向所有申请组织开放, 对申请认证的组织不得以任何带有歧视性的形式处理受理认证, 包括有意加速或拖延申请等歧视行为。不使用违反国家相关认可规范的程序来妨碍或阻止申请组织的认证申请。

4、为保证认证工作的独立性和公正性, OQSAP 承诺不从事认证方面的咨询工作, 不接受来自其它任何方面的压力。不直接或间接地提供任何影响认证过程和结论可信性、客观性与公正性的咨询或服务。

5、OQSAP 检查并确保参与认证活动的人员都没有任何可能影响认证过程和结论的商业、财务或其它压力。

6、不向拟认证的单一组织提供管理体系内审员或标准的培训。对机构内设各业务部门 3 年内提供过管理体系内部审核服务的客户组织不提供管理体系认证服务, 除非这种内审服务发生在客户组织提出管理体系认证申请之前已超过 3 年。

7、OQSAP 在认可的认证业务范围内, 规定认证要求、进行审核和作出认证决定。并对批准、保持、扩大、缩小、暂停或撤销认证的決定负责。



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8、OQSAP 不以任何名义给予认证申请组织或其代表、中介人等回扣或介绍费。

9、审核人员在执行认证审核任务时，审核组成员在近 3 年内及之后不参与受审核方的有关培训或咨询服务工作；不得接收受审组织影响公正性的礼品、礼金、有价证券、珠宝首饰，也不得参加审核组织安排的娱乐活动、宴请等。

10、OQSAP 不参加将会危及认证和审核的公正性、科学性的各种活动。

11. 对于获证客户组织个体的专属信息，如技术、财务、市场竞争、商业利益等方面的信息，对于一些有特殊保密要求的获证客户组织，如国防领域的企事业单位的名称、地址、业务范围、产品名称或型号等信息，机构已承诺并努力实现为其保守秘密，未经其许可，不向任何第三方外泄露。

12、OQSAP 诚恳希望认证申请组织及有关方面对以上承诺予以监督。如发现因有违反而影响到认证公正性，可向 OQSAP 或相关方投诉。

13、如因 OQSAP 的原因给认证组织带来的影响，认证组织可将受影响的事实和范围向 OQSAP 客户服务部门申报，OQSAP 按照《申诉、投诉和争议处理程序》办理，待查实后，履行相关手续，在 7 个工作日内将纠正措施回复给认证组织。



# INTERNATIONAL CERTIFICATE CONDITIONS

## OF QUALITY AUSTRIA - TRAININGS, ZERTIFIZIERUNGS UND BEGUTACHTUNGS GMBH

### 一般条款和条件

VALID AS OF NOVEMBER 2022

自2022年11月起生效

### Concerning system certification

关于体系认证

Subject to changes. The Conditions, as amended, are available at [www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc).

关于变化的信息可在 [www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc) 查询获取

#### I. VALIDITY AND SCOPE 有效性和范围

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 system certification.

这些国际证书条件适用于所有非奥地利申请人和Quality Austria颁发的证书持有人

2. For applicants domiciled outside of Austria, certification will usually be carried out in cooperation with local quality-austria partners, who will provide specific certification activities (esp. auditing) 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.

对于在奥地利境外注册的申请人，通常会与当地的qualityaustria合作伙伴合作进行认证，他们将与Quality Austria一起提供特定的认证活动（尤其是审核），并为申请人提供当地支持。qualityaustria合作伙伴提供的服务应遵守其一般条款和条件和Quality Austria国际证书条件。

3. By applying for a qualityaustria certificate, applicants acknowledge the following terms and conditions.

申请qualityaustria证书，申请人承认以下条款和条件。

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.

Quality Austria颁发的证书仅受以下条款和条件以及认证所依据的相关标准的约束。明确排除申请人的任何偏离条款和条件（例如标准条款和条件，购买条款和条件）。

#### II. DATA PROTECTION, SECRECY, CONFIDENTIALITY, CONSENT TO RECEIVE ADVERTISING MATERIALS 数据保护，保密，同意接收广告材料

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 (audit) 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. recertifications 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 to increase the quality) and Art 6.1(c) GDPR (legal obligations of Quality Austria).

Quality Austria承诺在处理个人数据时遵守适用的数据保护法，尤其是欧盟通用数据保护法规（GDPR）。Quality Austria收集的与认证活动有关的任何个人数据将以电子方式存储，并由Quality Austria作为GDPR意义上的“控制者”，根据法定规定提供必要的（审核）文件，为了会计目的和客户关系管理，包括Quality Austria其他服务的报价（例如重新认证和附加认证，相关培训），对这些数据进行处理。处理的法律依据是GDPR第6.1（b）条款（履行合同，只要数据主体是合同的当事方），GDPR第6.1（f）条款（Quality Austria公司和申请人在提供商定的qualityaustria服务以提高质量方面追求的合法利益）和GDPR第6.1（c）条款（Quality Austria的法律义务）

2. Quality Austria will store any personal data as long as may be necessary to achieve the above purposes. Any master data concerning an applicant (including officers authorized to represent the applicant, applicant's contacts) as well as any data concerning order history will be stored until the end of the business relationship and until the end of the warranty, limitation and statutory retention periods. Any audit reports and audit documentation will generally be stored for a period of 12 years, unless normative or statutory regulations provide for a longer retention period.

为达到上述目的，Quality Austria将储存个人数据。任何关于客户的主数据（包括授权代表客户的人、客户的联系人）以及关于订单历史的任何数据都将存储直至业务关系结束，保修、时效和法定保全期限结束为止。所有审核报告和审核文件一般将储存12年，除非规范性或法定条例规定更长的保存期。

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 (including, but not limited to, audit reports and other written statements concerning the results of qualityaustria's 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.

由非公共领域的申请方提供给Quality Austria公司的所有信息将被保密。Quality Austria公司承诺，如果向第三方披露与申请方活动有关的任何机密信息（包括但不限于审核报告和其他有关Quality Austria公司的结果的书面陈述，活动），必须得到申请方的书面同意，除非法律要求Quality Austria披露此类信息。这也适用于按照约定履行命令之后。

4. The applicant acknowledges that any information about the applicant which is made available to Quality Austria or arises from its activities (including, but not limited to, audit reports) will be made available to the accreditation or certification bodies (e.g. BMDW, VDA-QMC, IATF, KBA) on request and that any such body may participate in audits on site. The applicant further



acknowledges and agrees that observers of Quality Austria (e.g. witness auditors or trainee auditors) may participate in on-site certification activities 申请方确认, 提供给Quality Austria或源于其活动的信息(包括但不限于审核报告)可以按需提供给认可或认证机构(例如, BMDW, VDA-QMC, IATF, KBA), 并且任何此类机构可以现场参与审核。

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.

申请方应确保其提供给**qualityaustria**合作伙伴的所有个人资料, 在提供服务时可由Quality Austria公司转发和处理。申请方须遵守所有适用的资料保障规定, 并取得任何可能需要的同意。在这方面, 申请方应持无害态度并保障Quality Austria权益。

6. If the applicant is a legal entity, the applicant hereby agrees that Quality Austria may process the applicant's contact details to send the applicant information and advertising materials about **qualityaustria's** training, verification and certification services and products. The applicant also agrees that the above data will be sent to **qualityaustria's** affiliated organizations ÖQS, ÖVQ, ÖQA and AFQM which will use such data for promotional mailings concerning their training, verification and certification services and products. The applicant agrees to receive from Quality Austria, ÖQS, ÖVQ, ÖQA and AFQM by mail, fax and email advertising materials and information concerning products and services of these organizations. The applicant may withdraw his/her consent at any time.

如果申请方是法人, 申请方同意Quality Austria公司可以处理申请方的联系方式, 向申请方发送有Quality Austria公司培训的信息和广告材料, 验证和认证服务及产品。申请方还同意, 上述数据将被发送至Quality Austria附属机构, 如: ÖQS, ÖVQ, ÖQA 和 AFQM, 这些数据将被用于培训、核查和认证服务及产品。申请方同意通过邮件、传真和电子邮件等方式, 从Quality Austria, ÖQS, ÖVQ, ÖQA 和 AFQM接收有关这些组织产品和服务的广告材料和信息。申请方可随时撤回其同意。

7. The applicant acknowledges that the Austrian Accreditation Act and pertinent standards (including, but not limited to, EN ISO/IEC 17021) 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, including the following data: name/company name and address of the certificate holder, certificate number, scope of application and applicable normative documents. The applicant agrees that such data is published on **qualityaustria's** website. The applicant also agrees that a link is created to the certified organization's website.

申请方承认奥地利认证法案和相关标准(包括, 但不限于, EN ISO/IEC 17021)要求Quality Austria提供一份公开的认证清单。可在Quality Austria网站上查阅的清单包括所有不时有效的证书及其持有人, 包括以下数据: 证书持有人的姓名/公司名称和地址、证书号码; 适用范围和适用的规范性文件。申请方同意这样的数据发表在Quality Austria的网站上。申请方还同意创建一个链接到经认证的组织的网站。

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](mailto: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/en/privacy-policy](http://www.qualityaustria.com/en/privacy-policy).

Quality Austria 指出, 根据欧盟一般数据保护条例, 数据主体有权访问已经处理过的个人数据, 并有权要求改正、删除、限制处理和数据的可移植性。在法律提及的情况下, 删除数据的权利可能受到限制, 特别是Quality Austria 需要遵守的法定的保全义务, 或基于Quality Austria的利益。此外, 在法律所指的情况下, 数据主体均可反对处理其个人资料。数据主体可在日后的任何时间, 免费而无须提供任何理由, 反对将其个人资料作直接推销用途。要行使这些权利, 请联系[datenschutz@qualityaustria.com](mailto:datenschutz@qualityaustria.com)。数据主体也有权向数据保护机构提出申诉。在奥地利, 主管监督机构是奥地利数据保护局(Datenschutzbehörde)。关于Quality Austria提供的数据保护的进一步信息可在Qualityaustria的网站上查阅[www.qualityaustria.com/en/privacy-policy](http://www.qualityaustria.com/en/privacy-policy)

### III. LIABILITY OF QUALITY AUSTRIA Quality Austria的赔偿责任

1. The applicant acknowledges that auditing only amounts to a check, on a random basis, of the management system on the basis of normative evaluation models/standards/regulations. Quality Austria will generally not check the conformity of the relevant organization with the law and does not accept any warranty or liability that the audited organization complies with all legal requirements. **qualityaustria's** liability is based on the following provisions

申请方需承认, 审核只是根据规范的评估模式/标准/条例, 随机对管理体系进行检查。Quality Austria一般不会检查有关组织是否符合法律, 也不接受被审核组织遵守所有法律要求的任何保证或赔偿责任。**qualityaustria**赔偿责任基于以下规定。

2. Quality Austria is liable to the applicant only for any violation of its contractual obligations by intent or recklessly gross negligence, subject to the following provisions. Quality Austria disclaims any liability for slight and simple gross negligence.

Quality Austria只对因故意或轻率的重大疏忽而违反合同义务的申请方负责, 但须遵守下列规定。Quality Austria对轻微和简单的重大过失不负任何责任。

3. 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.

Quality Austria的任何赔偿责任仅限于申请方通常可预见的损害, 不应超过为基础认证服务支付给Quality Austria 或**qualityaustria**合作伙伴的报酬金额。

4. Quality Austria disclaims any liability for lost profit, any consequential damage caused by defect, any direct or indirect damage and any pure pecuniary loss.

Quality Austria对利润损失、缺陷造成的任何间接损害、任何直接或间接损害以及任何纯粹的金钱损失不承担任何赔偿责任。

5. 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.

除非在符合条件的当事方知道损害后六个月内向法院提出任何损害赔偿要求, 并





且至少在引起索赔要求的事件发生后两年内，否则任何此种索赔要求都将失去时效。

6.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 shall not be liable to that third party.

在法律允许的范围内，除非与Quality Austria有明确的书面协议，申请方保证qualityaustria的服务只用于申请方，而不适用于第三方。如果Quality Austria提供的服务被转给或用于第三方，Quality Austria不对该第三方负责。

7.If Quality Austria is liable to a third party by way of exception, the provisions of this Section III, 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.

如果Quality Austria公司以例外方式对第三方负有责任，按照本文第三节的的规定，但不限于其中所载的所有赔偿责任限制，不仅适用于Quality Austria与申请方之间，而且也适用于该第三方。当第三方对Quality Austria提出损害索赔时，申请方将对Quality Austria完全持无害和赔偿的态度。

8.The maximum liability sum agreed in paragraph 3 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. 以上3段所议定的最高赔偿责任总额只对所有受害方适用一次，即使有若干当事方（申请方和第三方或第三方以上）遭受了损失。受害方将按提出索赔的时间顺序获得赔偿。

9.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.

上述责任限制亦适用于任何法定代表人、雇员及Quality Austria代理人（包括但不限于：任何审核员），如果任何索赔直接针对上述任何一方提出，尽管他们与申请方之间没有合同关系，也不适用合同责任。

#### IV.RIGHTS OF THE APPLICANT 申请人的权利

1.Quality Austria undertakes to disclose the individuals carrying out an assignment to the customer. If the customer rejects these individuals for substantiated reasons, Quality Austria will endeavor to make a new proposal. The customer may not object to the members of an audit team if audits are announced on short notice. Quality Austria may select the individuals carrying out an assignment at its own free discretion, unless national and international regulations, e.g. IAF/EA policies, requirements of the accreditation body or laws/regulations, e.g. the EMAS Regulation, provide otherwise.

Quality Austria承诺向客户披露完成任务的个人。如果客户以确凿的理由拒绝这些人员，Quality Austria将努力提出新的建议。如果在短时间内宣布审计，客户可能不会反对审计团队的成员。Quality Austria可自行选择执行任务的人员，除非国家和国际法规（如IAF/EA政策、认证机构的要求或法律/法规（如EMAS法规）另有规定。

2.If an individual assigned by Quality Austria is not able to perform his or her duties immediately before or during provision of a service, e.g. due to illness, he or she will be replaced by another individual in agreement with the customer or another appointment will be agreed.

如果Quality Austria指派的人员在提供服务之前或期间不能立即履行其职责，例

如因病，则将由与客户达成协议的其他人员替代，或另行约定。

3.The applicant acknowledges and agrees that observers of the accreditation bodies and/or Quality Austria (e.g. witness auditors or trainee auditors) may participate in on-site services.

申请人承认并同意，认证机构和/或Quality Austria的观察员（如见证审核员或实习审核员）可以参与现场服务。

#### V.OBLIGATIONS OF THE APPLICANT 申请人的义务

1.The applicant shall ensure that any document, data, and other information necessary for providing the respective qualityaustria services is provided to Quality Austria also without special request and that Quality Austria is informed of all events and circumstances which could be significant for performing the order.

申请人应确保在无特殊要求的情况下，向Quality Austria提供提供各自质量服务所需的任何文件、数据和其他信息，并确保Quality Austria了解对执行订单可能重要的所有事件和情况。

2.The applicant will grant access to rooms, facilities and workplaces.

申请人将准许进入房间、设施和工作场所。

3.The applicant will take adequate organizational precautions to ensure that the responsible employees are present and prepared to provide practical evidence.

申请人将采取充分的组织预防措施，确保负责的员工在场并准备好提供实际证据。

4.The applicant will ensure that all employees questioned by Quality Austria provide candid and true information about all internal affairs relevant to assess the respective management system.

申请人需确保Quality Austria询问的所有员工提供与评估管理体系相关的所有内部事务的真实信息。

#### VI.INTELLECTUAL PROPERTY RIGHTS 知识产权

1.All documents which Quality Austria may provide as hard copies or in electronic form, such as self-evaluation forms, template forms or check lists, shall be Quality Austria 's intellectual property and may be used only for the purposes intended by Quality Austria. 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.

Quality Austria可能以硬拷贝或电子形式提供的所有文件，如自我评估表、模板表或检查表，均为Quality Austria的知识产权，只能用于Quality Austria预期的目的。除非获得Quality Austria的明确书面同意，否则禁止任何其他使用或披露。未经Quality Austria同意，不得复制或向第三方提供文件。

2.Except with Quality Austria 's consent, no pictures, audio or video recordings may be made of qualityaustria services.

除非获得Quality Austria的同意，否则不得使用qualityaustria服务制作任何图片、音频或视频记录。

3.In case of any violation of Section VI, Quality Austria may assert a penalty of € 30,000 for each violation, without prejudice to Quality Austria 's right to assert further damages.

如果有任何违反第VI节的行为，Quality Austria可对每项违反行为处以30000欧元的罚款，同时不影响Quality Austria主张进一步赔偿的权利。

#### VII.SAFEGUARDING QUALITY AUSTRIA'S IMPARTIALITY AND INDEPENDENCE 维护QualityAustria的公正性和独立性

1.The applicant ensures that the applicant will refrain from anything that could prejudice the independence of the individuals assigned by Quality Austria and the qualityaustria partner. This applies in particular to offers for consulting activities or employment as well as contracts for that individual's own account.



申请人确保不会做出任何可能损害Quality Austria和qualityaustria合作伙伴指派的个人独立性的行为。这尤其适用于咨询活动或就业的报价以及该个人自己账户的合同。

2.To guarantee its impartiality, Quality Austria does not provide any consulting services that are the subject of any ordered certification which will lead to a certificate being granted.

为保证其公正性, Quality Austria不提供任何预定的认证所涉及的咨询服务。

#### **VIII.REQUIREMENTS FOR GRANTING/MAINTAINING qualityaustria CERTIFICATES 颁发/维护质量证书的要求**

1.qualityaustria certificates have a date of first issue, a validity date and an issuing date. Each qualityaustria certificate also has a registration number which Quality Austria will assign only once and which is therefore clearly traceable.

qualityaustria证书有首次签发日期、有效日期和签发日期。每个qualityaustria证书也有一个注册号, Quality Austria将只分配一次, 因此很明显是可以追溯到的。

2.The date of first issue will remain unchanged throughout the entire life cycle and hence during the uninterrupted validity of a qualityaustria certificate and will document the date of first issue.

首次签发日期在整个证书周期内保持不变, 因此在qualityaustria证书的持续有效期内保持不变并记录首次签发日期。

3.The validity date defines the validity of the certificate. During the relevant validity period, the customer is required to instruct Quality Austria with annual surveillance audits. Unless otherwise agreed or prescribed by the accreditation or certification body, a qualityaustria certificate shall be valid for three years and the surveillance audits conducted every year shall be valid for twelve months. Surveillance audits may be postponed by not more than

+/- three months, provided that a written statement of reasons is issued (with the exception of the first surveillance audit and unless applicable mandatory provisions provide otherwise).

有效日期定义证书的有效性。在相关有效期内, 要求客户必须通过Quality Austria进行年度监督审核。除非认证或认证机构另有约定或规定, qualityaustria证书的有效期为三年, 每年进行的监督审核有效期应为十二个月。监督审核可延期不超过+/-三个月, 但须出具书面理由说明(第一次监督审核除外, 除非适用的强制性条文另有规定)。

4.The issuing date documents the date of the most recent change of the certificate, e.g. an extension of the certificate 's scope of application or a renewal of its validity.

签发日期记录了证书最近一次变更的日期, 例如证书扩大证书的适用范围或有效期的延长。

5.The scope of application is the entire organization. If any limitation to certain business or product areas, sectors, locations or subsidiaries is required, such limitation will be stated in the certificate.

适用范围为整个组织。如果需要某些业务或产品领域、行业、地点或子公司进行任何限制, 则将在证书中说明此类限制。

6.Sub-certificates may be issued for organizations with several independent scopes/management systems. The shared right to independently use these is obtained for all scopes by payment of the relevant royalties per organization.

可为具有多个独立范围/管理系统的组织颁发证书。通过支付每个组织的相关版权费, 可以获得独立使用这些资源的共享权利。

7.Renewal of a certificate requires that the re-certification activities (renewal audit) are successfully completed before the existing certification expires.

证书更新要求在现有证书到期之前成功完成重新认证活动(重新审核)。

8.Should Quality Austria determine any non-conformity, the same shall be

effectively eliminated within not more than six months in order to maintain that certificate, although shorter deadlines may apply by virtue of national and international regulations, such as IAF/EA policies, requirements of the accreditation body or laws/regulations (EMAS Regulation, etc.). Improvement action shall be evidenced in the course of a follow-up audit and/or by way of documentation, at qualityaustria's discretion. Unless corrective action is taken within the agreed period, certification may be limited or temporarily or permanently withdrawn.

如果Quality Austria确定任何不符合项, 则应在不超过6个月内有效消除该不符合项以维持该证书, 尽管根据国家 and 国际法规, 如IAF/EA政策, 认证机构或法律/法规(EMAS法规等)的要求, 可能期限会更短。改进措施应在后续审核过程中和/或通过文件的方式证明, 由qualityaustria判定。除非在商定的期限内采取纠正措施, 否则认证证书可能会受到限制或暂时或永久撤销。

9.Certificates shall remain qualityaustria 's property and, unless limited or withdrawn pursuant to Section XI, be returned to Quality Austria by registered letter within six months at the latest after their validity has expired. Certificates that were subject to limitation or withdrawal shall be returned immediately - see Section XI (3).

证书为Quality Austria的财产, 除非根据第XV节进行限制或撤销, 否则应在有效期到期后最迟六个月内通过挂号信将证书退还给Quality Austria。受限制或撤回的证书应立即返还, 见XI (3)。

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

##### **qualityaustria证书和认证标志持有人的权利和义务**

1.A holder of a qualityaustria certificate may use the qualityaustria certification mark (hereinafter „qualityaustria Mark “) subject to the terms and conditions described below. Any graphic modification thereof shall require Quality Austria 's written consent.

qualityaustria证书持有人根据以下条款和条件使用qualityaustria认证标志(以下简称“qualityaustria”)。任何图形修改均需获得Quality Austria的书面同意。

2.The right to use the qualityaustria Mark may not be transferred to third parties.使用qualityaustria标志的权利不得转让给第三方。

3.Except in case of any limitation or withdrawal pursuant to Section XI, the qualityaustria Mark may be used, including for advertising purposes, up to six months after the qualityaustria certificate has expired. Advertising featuring the qualityaustria Mark and/or a qualityaustria certification may not be misleading and shall clearly show whether an organization or an organizational unit has been certified. The qualityaustria Mark may not be used in a manner which could be interpreted as any marking 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 a third party. General information on product packaging and in supporting information brochures of products in relation to a certified management system is permitted if the certified organization, the type of management system, the standard applied and the certification body are mentioned and if such information does not imply that a product, a process or a service has been certified. The precise wording of the certificate must be used to indicate its scope.

除第XI规定的任何限制或撤销外, 可在qualityaustria认证证书到期后六个月内使用qualityaustria认证标志, 包括用于广告目的。带有qualityaustria标志和/或qualityaustria认证的广告不得具有误导性, 并应清楚显示组织或组织单位是否已获得认证。qualityaustria标记的使用方式不得被解释为产品符合性的任何标记。qualityaustria标志不得用于产品、实验室测试报告、校准证书、检验报告或客户或第三方出具的证书。如果提及认证组织、管理体系类型、适用标准和认证机构, 并且此类信息不意味着产品、工艺或服务已获得认证, 则允许提供与认证管



理体系相关的产品包装和产品配套信息手册的一般信息。必须使用证书的准确措辞来表明其范围。

4.The holder of a qualityaustria certificate or a quali-tyaustria Mark undertakes to use these strictly in compliance with the rules of fair competition. The qualityaustria certificate and the qualityaustria Mark may not be used in a misleading or abusive form or in any other way that brings Quality Austria into disrepute.

qualityaustria证书或qualityaustria标志的持有人承诺严格按照公平竞争规则使用这些证书。qualityaustria证书和qualityaustria标志不得以误导或滥用的形式使用，也不得以任何其他方式使Quality Austria声誉受损。

5.The holder of a qualityaustria certificate is required to give immediate (within five work days) written notice to Quality Austria of any organizational change in the scope, e.g. any reorganization, abandonment of existing and extension of new business activities, and any other material change of a certified management system.

qualityaustria证书持有人必须立即（在五个工作日内）向qualityaustria发出书面通知，告知范围内的任何组织变化，例如重组、放弃现有业务活动和扩展新业务活动，以及认证管理体系的任何其他重大变化。

6.The management system must verifiably be further developed by taking systematic action, such as internal audits and periodic assessments of the management system, within the periodicity applicable from time to time, currently twelve months, if the relevant standards (e.g. ISO 9001, ISO 14001 etc.) so require.

如果相关标准（如ISO 9001、ISO 14001等）有要求，则必须在不时适用的周期内，通过采取系统性措施（如内部审计和管理体系定期评估），对管理体系进行进一步发展，以确保其有效性，一般周期为12个月。

7.All third-party complaints concerning the management system shall immediately (within five work days) be reported to Quality Austria by written notice. Every complaint must be assessed and any necessary corrective action initiated. Any complaint and action shall automatically be disclosed in the course of Quality Austria 's next on-site service.

有关管理体系的所有第三方投诉应立即（在五个工作日内）通过书面通知向Quality Austria报告。必须对每个投诉进行评估，并采取任何必要的纠正措施。任何投诉和行动应在Quality Austria的下次现场服务过程中验证。

8.For services in the field of Occupational Health and Safety Management Systems the holder of a qualityaustria certificate shall, in addition to the requirements described above, inform Quality Austria in writing, without delay, of the occurrence of a serious incident or regulation breach necessitating the involvement of the competent regulatory authority (cf. IAF MD 22:2019, G 8.5.3). Independently from the involvement of the competent regulatory authority, a special audit may be conducted by Quality Austria in the event that Quality Austria becomes aware that there has been a serious incident or regulation breach related to occupational health and safety, in order to investigate if the management system has not been compromised and did function effectively (cf. IAF MD 22:2019, G 9.6.4.2). For additional audits, the qualityaustria prices valid at the time of performance will be charged. Information on serious incidents or regulation breaches, provided by a qualityaustria certificate holder or directly gathered by the audit team during an audit, shall provide grounds for Quality Austria - in addition to the cases described in Section XV of the GTCs - to withdraw the certification, in cases where the certified Management System failed to meet the Occupational Health and Safety certification requirements (cf. IAF MD 22:2019, G 9.6.5.2).

对于职业健康和安全管理领域服务，除了上述要求外，qualityaustria 协会证书的持有人应毫不迟疑地以书面形式通知Quality Austria协会，发生严重事件

或违反法规，需要主管监管机构的参与（参见IAF MD 22:2019, G 8.5.3）。独立于主管监管机构的参与，如果Quality Austria协会意识到发生了与职业健康和安全的严重事件或违反法规的情况，Quality Austria协会可以进行特别审计，以调查管理系统是否没有受到损害并有效运作（参见IAF MD 22: 2019, G 9.6.4.2）。对于额外的审核，将按照执行时有效的质量保证书价格收费。由qualityaustria证书持有者提供的或审核小组在审核期间直接收集的严重事件或违反法规的信息，除了GTCs第XV节所述的情况外，如果经认证的管理体系未能满足职业健康和安全管理要求，则应成为quality Austria撤回认证的理由（参见IAF MD 22:2019, G 9.6.5.2）。

#### X.FORCE MAJEURE 不可抗力

1. "Force Majeure Event" shall mean any contingency beyond the reasonable control of either party, which interferes with, or prevents, the fulfillment of obligations or the maintenance of obligations, by such party, in particular but not limited to (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, pandemic, such as Covid-19, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

"不可抗力事件"系指任何一方合理控制范围内的任何意外事件，其干扰或阻止该方履行义务或维持义务，特别是但不限于（i）战争（无论是否宣战）、军事行动、入侵、外敌行为、大规模军事动员；（ii）内战、暴乱、叛乱和革命、军事或篡夺权力、暴动、恐怖主义行为、破坏或海盗行为；（iii）货币和贸易限制、禁运、制裁；（iv）合法或非法的权力行为、遵守任何法律或政府命令、征用、扣押工程、征用、国有化；（v）瘟疫、流行病、大流行病，如新冠肺炎、自然灾害或极端自然事件；（vi）爆炸、火灾、设备损坏、运输、电信、信息系统或能源的长期故障；（vii）一般劳工骚乱，如抵制、罢工和停工、占领工厂和场所。

2.In case of a Force Majeure Event which has to be notified by the party relying on this event to the other party, delivery time for the services, particularly for any certification activities by Quality Austria and/or the qualityaustria partners, shall be extended until any hinderances by the Force Majeure Event have ceased to exist. Should the Force Majeure Event last for more than six months, either party shall have the right to terminate the agreement with immediate effect. In this case, the applicant has to pay the services already delivered by Quality Austria and/or the qualityaustria partner.

如果发生不可抗力事件，并由依赖该事件的一方通知另一方，服务的交付时间，特别是由Quality Austria协会进行的任何认证活动，应延长到不可抗力事件的任何障碍已经不存在。如果不可抗力事件持续时间超过六个月，任何一方都有权立即终止协议。在这种情况下，客户必须支付Quality Austria公司已经提供的服务。

如果不可抗力事件必须由依赖该事件的一方通知另一方，则服务的交付时间，特别是Quality Austria公司和/或Quality Austria合作伙伴的任何认证活动的交付时间应延长，直到不可抗力事件的任何障碍不再存在。如果不可抗力事件持续六个月以上，任何一方均有权利立即终止本协议。在这种情况下，申请人必须支付Quality Austria公司和/或qualityaustria合作伙伴已经提供的服务。

3.With respect to certificates already issued, Quality Austria shall be entitled in case of a Force Majeure Event to temporarily withdraw the certification (see Section XI.). If the Force Majeure Event has a particularly severe and/or longtime effect which for example is the case if it lasts for more than six months,



each party shall be entitled to terminate the agreement with immediate effect, and Quality Austria shall be entitled to permanently withdraw the certification (see Section XI). In no case of a withdrawal of certification, the applicant shall be entitled to hold back or reclaim any payments, e.g., fees for the issuance of the certificate and the right of use.

对于已经颁发的证书，在发生不可抗力事件的情况下，Quality Austria协会有权临时撤回证书（见第XI）。如果不可抗力事件具有特别严重和/或长时间的影响，例如持续时间超过6个月，双方都有权立即终止协议，Quality Austria公司应有权永久撤销认证（见第XI）。在撤销认证的情况下，申请人应有权保留或收回任何付款，例如颁发证书的费用和使用权。

#### **XI.WITHDRAWAL OF qualityaustria CERTIFICATES AND CERTIFICATION MARKS 撤销qualityaustria证书和认证标志**

1.Quality Austria may limit the certification scope or temporarily or permanently withdraw certification with immediate effect for good cause, in particular if the requirements for maintaining a certificate described in Section XII and the requirements described in Section XIII are not satisfied or in case of a Force Majeure Event (see above Section XIV). The same applies if the customer does not satisfy his/her payment obligations pursuant to Section IV despite a reminder and a grace period of at least 14 days, if the customer's business is liquidated or to the extent permitted under applicable insolvency laws if insolvency proceedings are initiated in respect of the customer's assets or the initiation of such proceedings is rejected for lack of assets to cover costs.

Quality Austria协会可以限制认证范围或暂时或永久地撤回认证，并有充分的理由，特别是如果不满足第XII节所述的维持证书的要求和第XIII节所述的要求，或发生不可抗力事件（见上文第XIV节）。这也适用于以下情况：尽管有提醒和至少14天的宽限期，但客户没有履行他/她的付款义务，如果客户的业务被清算，或者在适用的破产法允许的范围内，如果对客户的资产启动了破产程序，或者由于缺乏资产来支付费用，启动这种程序被拒绝。

2.Any limitation or withdrawal shall be communicated by Quality Austria in writing, published and valid upon receipt of notice.

任何限制或撤销都应由Quality Austria协会以书面形式通知，在收到通知后公布并生效。

3.If any certification is limited or withdrawn and upon termination of the contract, the holder undertakes to immediately return to Quality Austria qualityaustria certificates by registered letter, to cease any use of the qualityaustria Mark and to ensure that any use of records containing a reference to the customer's certified status is abandoned. In case of any breach of this provision, Quality Austria may assert a penalty of € 30,000 for each violation, without prejudice to its right to assert further damages.

如果任何认证被限制或撤销，在合同终止时，持有人承诺立即通过挂号信将证书归还，停止使用qualityaustria标志，并确保放弃使用任何含有客户认证状态的记录。如果有任何违反本规定的行为，Quality Austria协会可以对每次违反行为主张30,000欧元的罚款，但不影响其主张进一步赔偿的权利。

#### **XII.TERMINATION 合同终止**

1.The contract may be terminated by either party with three months' notice to the end of a calendar year.

任何一方可在日历年结束前提前三个月通知终止合同。

2.The contract may be terminated with immediate effect for good cause (extraordinary termination). A good cause for Quality Austria exists in particular (i) if the customer violates its obligations according to Section XI or other essential obligations under this contract (ii) if, according to Section X 3, an event of force majeure lasts for more than six months (iii) in the case of

withdrawal of certification according to Section XI 1. and (iv) if the continuation of the contractual relationship is no longer reasonable for Quality Austria for other reasons.

如有正当理由（特别终止），可立即终止合同。对Quality Austria协会来说，理由尤其存在于：(i) 如果客户违反了第XI规定的义务或本合同规定的其他基本义务；(ii) 如果根据第X第3款，不可抗力事件持续了六个月以上；(iii) 根据第XI节第1款，在撤销认证的情况下；(iv) 如果由于其他原因，继续保持合同关系对Quality Austria协会不再适用。

3.Notice of termination must be given in writing.

终止通知必须以书面形式发出。

4.In the event of termination, the customer shall pay for the services already provided by Quality Austria.

如果终止，客户应支付Quality Austria已经提供的服务费用。

#### **XIII.FINAL PROVISIONS 最终条款**

1.Any amendment to and modification of these terms and conditions shall be made in writing.

对这些条款和条件的任何修订和修改应以书面形式进行。

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.

如果本协议的一个或多个条款无效，这不影响本协议其余条款的有效性。无效条款应被最能反映这些一般条款和条件的经济目的的有效条款所取代。

3.All disputes arising from or in connection with this contract shall exclusively be referred to the courts in the first district of Vienna.

由本合同引起的或与本合同有关的所有争议均应提交维也纳第一区法院审理。

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.

本合同应受奥地利法律管辖并根据奥地利法律进行解释，但不影响其法律冲突规则和《联合国销售公约》。





# SUPPLEMENTARY TERMS AND CONDITIONS

## OF QUALITY AUSTRIA - TRAININGS, ZERTIFIZIERUNGS UND BEGUTACHTUNGS GMBH

### 一般条款和条件

#### VALID AS OF NOVEMBER 2022

#### 自2022年11月起生效

for Assessment and Certification of EN 1090, ISO 3834 and EN 15085 and IATF 16949, VDA 6.1, 6.2, 6.4 Subject to changes. The General Terms and Conditions, as amended, are available at [www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc). EN 1090、ISO 3834 和 EN 15085 以及 IATF 16949、VDA 6.1、6.2 和 6.4 的评估和认证可能会发生变化。经修订的通用条款和条件可在 [www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc) 上查询。

#### A. SUPPLEMENTARY TERMS AND CONDITIONS AUTOMOTIVE (IATF 16949, VDA 6.1, 6.2, 6.4) 汽车补充条款 (IATF 16949, VDA 6.1, 6.2, 6.4)

1. The basis for any auditing and certification as well as continuous monitoring in the automotive sector are the requirements of the respective standard as amended from time to time (currently: "Certification specifications of the automotive industry for the IATF 16949 standard Rules for the recognition and maintenance of IATF approval, 5th edition", "Certification requirements for VDA 6.1, VDA 6.2 and VDA 6.4, 6th edition"). In particular, the following requirements are to be observed.

汽车行业的任何审核和认证以及持续监控的基础是不时修订的相关标准的要求 (当前: "IATF 16949认证和维护IATF认证的汽车行业认证规范, 第5版", "VDA 6.1、VDA 6.2和VDA 6.4的认证要求, 第6版")。尤其应遵守以下要求。

2. The customer undertakes to inform Quality Austria and the qualityaustria partner immediately (within five work- days) by written notice of any changes that could affect the ability of the management system to continue to meet the requirements of the applicable regulations and certification specifications. This includes, for example, changes regarding

客户承诺立即 (在五个工作日内) 书面通知Quality Austria和qualityaustria合作伙伴任何可能影响管理体系继续满足适用法规和认证规范要求的能力的变更。这包括, 例如, 有关

④legal status, commercial status (such as joint venture, subcontracting to other organizations),

法律地位、商业地位 (如合资企业、分包给其他组织),

④Ownership (for example, merger and acquisition),

所有权 (例如, 兼并和收购),

④Organization and management (e.g., key management, decision-making or technical staff),

组织和管理 (如关键管理、决策或技术人员),

④Contact address or location,

联系地址或位置,

④Scope of operations under the certified management system,

认证管理体系下的运营范围,

④IATF subscribing OEM customers special status,

IATF订阅OEM客户的特殊状态,

④Transfer to a new IATF-recognized certification body

转移到新的IATF认可认证机构

④Other significant changes of the management system and processes

管理体系和流程的其他重大变化

④Presentation of the scope of application of the QM system (QM scope) with indication of the extended workbenches

介绍QM系统的应用范围 (QM范围), 并标明扩展的工作范围

3. Moreover, the customer has to inform Quality Austria and the qualityaustria

partner if products belonging to the scope of the respective set of rules have not been manufactured for twelve (12) months.

此外, 如果属于相应规则范围的产品在十二 (12) 个月内未生产, 客户必须通知Quality Austria和qualityaustria合作伙伴。

4. Changes that have not been reported will be considered as a breach of contract and may lead to withdrawal of certification. The notification must be made in writing or by e-mail to Quality Austria and must contain the details required in this respect.

未报告的变更将被视为违约, 并可能导致撤销认证。通知必须以书面形式或通过电子邮件发送给Quality Austria, 并且必须包含这方面所需的详细信息。

5. The IATF Logo or VDA QMC Logo may only be displayed on the certificate issued by Quality Austria. Any other use of the logo is not permitted. Copies of the Certificate for marketing or advertising purposes may be made.

IATF标志或VDA QMC标志只能显示在奥地利质量局颁发的证书上。不允许使用任何其他标志。可制作用于营销或广告目的的证书副本。

6. At the time of the audit, no consultants (as defined by the certification rules) may be present at the site or participate in the audit in any way.

在审核时, 任何顾问 (根据认证规则的定义) 不得在场或以任何方式参与审核。

7. Unless otherwise provided herein, Quality Austria's International Certificate Conditions concerning system certification applicable at the time of service provision shall apply mutatis mutandis. The International Certificate Conditions are available at Quality Austria's website ([www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc)) under "GTC for customers of the international qualityaustria partner-network".

The place of jurisdiction shall be Vienna, Innere Stadt.

除非本协议另有规定, 否则提供服务时适用的关于系统认证的Quality Austria国际证书条件应比照适用。国际证书条件可在Quality Austria网站

([www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc)) 的"国际qualityaustria合作伙伴网络客户gtc"下获得。管辖地应为维也纳Innere Stadt。

#### B. SUPPLEMENTARY TERMS AND CONDITIONS 1090 补充条款和条件 EN 1090

1. The basis for any auditing and certification as well as current monitoring of the factory production control system shall be ÖNORM standard EN 1090-1, as amended from time to time, which shall form an integral part hereof.

工厂生产控制系统的任何审计和认证以及当前监控的依据应为ÖNORM标准EN 1090-1, 该标准应不时修订, 并构成本协议不可分割的一部分。

2. The applicant shall perform an initial test according to ÖNORM standard EN 1090-1 and establish, document and assess the factory production control (FPC) system and arrange for necessary measures to be taken.

申请人应根据ÖNORM标准EN 1090-1进行初始测试, 建立、记录和评估工厂生产控制 (FPC) 系统, 并安排采取必要措施。

3. In a pre-audit, Quality Austria will check in detail on-site to what extent the processes in the applicant's business are in compliance with the requirements



of EN 1090. Quality Austria will focus on the following: Assessment of the factory production control (FPC) system; identification of effectiveness of the entire system to prepare employees of all areas and locations for the certification audit; on-site evaluation of various system aspects and implementations; identification of any deviation; and process planning for the certification audit (initial inspection).

在预审核中，Quality Austria将在现场详细检查申请人的业务流程在多大程度上符合EN 1090的要求。奥地利质量局将重点关注以下方面：工厂生产控制（FPC）系统的评估；确定整个系统的有效性，为所有区域和地点的员工做好认证审核的准备；各种系统方面和实施的现场评估；识别任何偏差；以及认证审核（初始检查）的过程计划。

4. The certification audit (initial inspection) will be performed on-site on the basis of a jointly prepared audit plan. The factory production control system will be audited in consideration of the requested execution classes in the relevant business areas, such as production in workshops, assembly instructions for construction sites and, if applicable, constructive measurement, if performed by the manufacturer. The audit is aimed to establish conformity of the factory production control system with the requirements of the applicable areas of ÖNORM standard EN 1090. Any certification of products shall form part of the agreement (see Sections 15 and 16 below). Quality Austria will perform any certification on the basis of underlying standards, regulations and the respective process descriptions and will issue a certificate if the audit results are positive. The certificate allows the manufacturer to affix the CE mark to the manufactured products.

认证审核（初始检查）将根据共同制定的审核计划在现场进行。工厂生产控制系统将根据相关业务领域的要求执行级别进行审核，如车间生产、施工现场装配说明，以及（如适用）施工测量（如果由制造商执行）。审计旨在确定工厂生产控制系统是否符合ÖNORM标准EN 1090适用领域的要求。任何产品认证应构成协议的一部分（见下文第15节和第16节）。Quality Austria将根据基本标准、法规和各自的流程说明进行任何认证，如果审核结果为肯定，将颁发证书。该证书允许制造商在制造的产品上贴上CE标志。

5. Certificates under EN 1090-1 are generally valid for an unlimited period of time, as long as any underlying requirement is satisfied and necessary monitoring performed. Any certification requirements, including implementation of relevant changes, if notified by Quality Austria, shall be satisfied.

只要满足任何基本要求并进行必要的监督，EN 1090-1规定的证书通常有效期不受限制。如果Quality Austria通知，应满足任何认证要求，包括相关变更的实施。

6. Current monitoring shall be performed after receipt of the certificate. The first scheduled monitoring shall take place one year after the initial inspection. Any further monitoring shall depend on the execution classes of the manufactured building products and the provisions of EN 1090-1 (see Annex B, Table B.3). 应在收到证书后进行电流监测。首次计划监测应在初次检查后一年进行。任何进一步的监控应取决于制造的建筑产品的执行等级和EN 1090-1的规定（见附录B，表B.3）。

7. If monitoring takes place at intervals of two or three years, EN 1090-1 requires the manufacturer to submit every year a statement confirming that none of the following events has occurred:

如果每隔两年或三年进行一次监测，EN 1090-1要求制造商每年提交一份声明，确认未发生以下事件：

① any renewal or change of relevant facilities;

相关设施的更新或变更；

② any change of the welding coordinator;

焊接人员的任何变化。

③ any introduction of new welding processes, any change of basic materials and of the reports on the qualification of the welding process;

新焊接工艺的引入、基本材料的变更以及焊接工艺评定报告的变更；

④ any introduction of new relevant facilities.

任何新的相关设施的增加。

8. After a certificate has been issued, the applicant shall give written notice to Quality Austria and the qualityaustria partner without delay (within five workdays) of any significant change to the certified factory production control system. This refers in particular to any change which may affect the satisfaction of certification requirements, such as:

颁发证书后，申请人应立即（在五个工作日内）向奥地利质量局和奥地利质量局合作伙伴发出书面通知，告知认证工厂生产控制系统的任何重大变更。这尤其是指可能影响认证要求满足的任何变更，例如：

① any change of management, control, organisation;

管理、控制、组织的任何变更；

② any change of products, the manufacturing process or of relevant facilities;

产品、制造工艺或相关设施的任何变更；

③ any change of the welding coordinator and any introduction of new welding processes, any change of basic materials and of the reports on the qualification of the welding process.

焊接人员的任何变更和新焊接工艺的引入、基本材料的任何变更以及焊接工艺评定报告的任何变更。

If any significant change occurs, Quality Austria will decide whether an additional audit is required. If so, the manufacturer may not affix the CE mark to any product manufactured after such change until Quality Austria gives relevant notice.

如果发生任何重大变化，Quality Austria将决定是否需要额外审核。如果是这样，在奥地利质量局发出相关通知之前，制造商不得在此类变更后制造的任何产品上贴上CE标志。

9. Any complaint by third parties about the certified factory production control system or the conformity of the manufactured products with the applicable standard shall be communicated to Quality Austria and the qualityaustria partner in writing without delay (within five workdays). Any complaint shall be recorded and such records sent to Quality Austria on request. Any complaint must be assessed and any necessary improvement measure introduced. Any implemented measure shall be documented. Such complaints and measures shall be disclosed without request during the next monitoring by Quality Austria.

第三方对经认证的工厂生产控制系统或制造的产品是否符合适用标准的任何投诉，应毫不拖延地（在五个工作日内）以书面形式告知Quality Austria和qualityaustria合作伙伴。任何投诉都应予以记录，并根据要求将此类记录发送给Quality Austria。必须对任何投诉进行评估，并采取任何必要的改进措施。任何实施的措施都应记录在案。这些投诉和措施应在没有要求的情况下，在Quality Austria的下次监测中被披露。

10. In addition, Quality Austria and the qualityaustria partner shall be informed without delay of all circumstances indicating significant defects of the factory production control system in respect of quality and safety, in particular if products are recalled or taken back or any third party asserts, in or out of court, any claim against the business in respect of quality, safety and/or legality. Quality Austria may perform further audits/sample tests, even without notice, to examine any impact on the certificate(s).

此外，应立即通知Quality Austria和qualityaustria合作伙伴所有表明工厂生产控制系统在质量和安全方面存在重大缺陷的情况，特别是如果产品被召回或收回，或任何第三方在法庭内外就质量、安全和/或合法性对业务提出任何索赔。



Quality Austria可在未经通知的情况下进行进一步的审计/抽样测试，以检查对证书的任何影响。

11. For the purpose of validating the continuous certification status, Quality Austria may at any time and also without notice perform a monitoring audit or an on-site inspection, if considered necessary by Quality Austria to monitor compliance with the certification requirements. If justified, certification may be suspended or withdrawn.

为了验证持续认证状态，如果Quality Austria认为有必要监督认证要求的遵守情况，Quality Austria可随时进行监督审核或现场检查，无需通知。如有正当理由，可暂停或撤销认证。

12. The applicant shall grant Quality Austria and the appointed auditor access to the applicant's business premises and use all efforts to support the auditor in performing the audit. The applicant agrees to experts of the accrediting organisation participating in audits in the applicant's business.

申请人应允许Quality Austria和指定审核员进入申请人的营业场所，并尽一切努力支持审核员进行审核。申请人同意认证机构的专家参与申请人业务的审核。

13. Upon use of the qualityaustria certificate and the qualityaustria mark, the holder undertakes to strictly comply with the regulations of fair competition. The qualityaustria certificate and the qualityaustria mark may not be used in any misleading or abusive manner or in any manner that may discredit Quality Austria.

在使用qualityaustria证书和qualityaustria标志后，持有人承诺严格遵守公平竞争的规定。qualityaustria证书和qualityaustria标志不得以任何误导或滥用的方式使用，也不得以任何可能损害Quality Austria的方式使用。

14. Any certification statement may only be made in respect of the area for which certification was granted. If any certification documents are made available, these may be copied and disclosed only in their entirety. Any certification statement may only be made in respect of the area for which certification was granted. If any certification documents are made available, these may be copied and disclosed only in their entirety. Any certification statement may only be made in respect of the area for which certification was granted. If any certification documents are made available, these may be copied and disclosed only in their entirety.

15. Any certification may only be used to show that conformity of the factory production control system with EN 1090-1 has been certified. According to EN 1090, after a certificate has been issued, the manufacturer or the manufacturer's agent residing in the EEA shall issue and retain a declaration of conformity which allows the manufacturer to affix the CE mark to the product, the label, the packaging or the accompanying commercial documents. The certificate of the factory production control system shall be enclosed to the declaration of conformity.

任何认证只能用于证明工厂生产控制系统符合EN 1090-1。根据EN 1090，颁发证书后，制造商或位于EEA的制造商代理人应发布并保留一份符合性声明，允许制造商在产品、标签、包装或随附的商业文件上贴上CE标志。工厂生产控制系统的证书应附在符合性声明中。

16. The manufacturer acknowledges that in the context of this agreement, the manufacturer's products are not the subject of any audit or certification. The sole subject of certification shall be an examination as to whether the manufacturer's factory production control system based on the execution class defined by the manufacturer satisfies the requirements of EN 1090-1. Quality Austria shall not be liable for the execution class chosen by the manufacturer. The manufacturer undertakes to refrain from everything which could suggest that Quality Austria had audited or certified the applicant's products. The manufacturer expressly acknowledges the provisions concerning Quality Austria's restricted liability set forth in Section III of Quality Austria's International Certificate Conditions concerning system certification, including, but not limited to, Section III (5), (6) and (7).

制造商承认，在本协议中，制造商的产品不受任何审计或认证。认证的唯一主题

是检查制造商基于制造商定义的执行等级的工厂生产控制系统是否满足EN 1090-1的要求。Quality Austria不对制造商选择的执行等级负责。制造商承诺避免任何可能表明Quality Austria已审核或认证申请人产品的情况。制造商明确承认《Quality Austria国际证书条件》第三节中关于系统认证的关于奥地利质量有限责任的规定，包括但不限于第三节（5）、（6）和（7）。

17. If certification is withdrawn temporarily or permanently and the agreement with Quality Austria terminated, the manufacturer may not continue to affix to the manufacturer's products (or the packing or accompanying documents thereof) a CE mark referring to the qualityaustria certificate on the factory production control system. In case of any temporary or permanent withdrawal, Quality Austria may also request that the manufacturer not bring into circulation any product to which a CE mark was affixed before certification was withdrawn if the reasons for such withdrawal prevailed already when the CE mark was affixed.

如果认证被暂时或永久撤销，且与Quality Austria公司的协议终止，制造商不得继续在制造商的产品（或其包装或随附文件）上贴上CE标志，该标志指工厂生产控制系统上的质量认证证书。在任何临时或永久撤回的情况下，Quality Austria还可要求制造商在认证被撤回之前，不得将任何贴有CE标志的产品带入流通，前提是此类撤回的原因在贴上CE标志时已占上风。

18. Unless otherwise provided herein, Quality Austria's International Certificate Conditions concerning system certification applicable at the time of service provision shall apply mutatis mutandis. The International Certificate Conditions are available at Quality Austria's website ([www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc)) under "GTC for customers of the international qualityaustria partner-network". The place of jurisdiction shall be Vienna, Innere Stadt.

除非本协议另有规定，否则提供服务时适用的关于系统认证的Quality Austria国际证书条件应比照适用。国际证书条件可在Quality Austria网站（[www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc)）的“国际qualityaustria合作伙伴网络客户gtc”下获得。管辖地应为维也纳Innere Stadt。

### C. SUPPLEMENTARY TERMS AND CONDITIONS ISO 3834 补充条款和条件 ISO 3834

1. The basis for any auditing and certification as well as current monitoring of the system shall be ISO 3834 ("Quality requirements for fusion welding of metallic materials"), as amended from time to time, which shall form an integral part hereof. The part of the ISO 3834 requirements essential for manufacturing the welded product according to its complexity or its potential of risks shall be relevant.

系统的任何审核、认证以及当前监控的依据应为ISO 3834（“金属材料熔焊的质量要求”），经不时修订，构成本协议不可分割的一部分。根据焊接产品的复杂性或潜在风险，制造焊接产品所需的ISO 3834要求部分应是相关的。

a) High demands are covered by part 2 – comprehensive quality requirements; 第2部分——综合质量要求涵盖了高要求；

b) average demands are covered by part 3 – standard quality requirements; or 第3部分-标准质量要求涵盖了平均需求；或

c) low demands are covered by part 4 – elementary quality requirements. 第4部分-基本质量要求涵盖了低需求。

The applicant shall designate the relevant part of ISO 3834 and Quality Austria will assess the appropriateness of the designated part.

申请人应指定ISO 3834的相关部分，Quality Austria将评估指定部分的适当性。

2. The applicant shall perform an initial test and establish, document and assess welding-related production pursuant to ISO 3834 and arrange for necessary measures to be taken.

申请人应根据ISO 3834进行初步试验，建立、记录和评估焊接相关生产，并安排



采取必要措施。

3. In a pre-audit, Quality Austria will check in detail on-site to what extent the processes in the applicant's business are in compliance with the requirements of ISO 3834. Quality Austria will focus on the following: Assessment of welding-related production pursuant to ISO 3834; identification of effectiveness of the entire system to prepare employees of all areas and locations for the certification audit; on-site evaluation of various system aspects and implementations; identification of any deviation; and process planning for the certification audit (initial inspection).

在预审核中，Quality Austria将在现场详细检查申请人业务流程在多大程度上符合ISO 3834的要求。奥地利质量局将重点关注以下方面：根据ISO 3834对焊接相关生产进行评估；确定整个系统的有效性，为所有区域和地点的员工做好认证审核的准备；各种系统方面和实施的现场评估；识别任何偏差；以及认证审核（初始检查）的过程规划。

4. The certification audit (initial inspection) will be performed on-site on the basis of a jointly prepared audit plan. Welding-related production pursuant to ISO 3834 will be audited in consideration of the requested part of ISO 3834 in the relevant business areas, such as production in work-shops, on construction sites or – if necessary – constructive interpretation and implementation. The audit is aimed to establish conformity of welding-related production with the requirements of the applicable part 2, 3 or 4 of ISO 3834 in combination with the requirements of ISO 3834-5 and ISO 3834-1. However, any certification of products shall form part of the agreement (see Sections 15 and 16 below).

Quality Austria will perform any certification on the basis of underlying standards, regulations and the respective process descriptions and will issue a certificate if the audit results are positive. The certificate confirms that the applicant complied with the welding requirements for the product.

认证审核（初始检查）将根据共同制定的审核计划在现场进行。根据ISO 3834的焊接相关生产将根据相关业务领域中ISO 3834要求的部分进行审计，如车间、施工现场的生产，或（如有必要）建设性解释和实施。审计旨在确定焊接相关生产是否符合ISO 3834适用第2、3或4部分的要求以及ISO 3834-5和ISO 3834-1的要求。然而，任何产品认证均应构成协议的一部分（见下文第15节和第16节）。

Quality Austria将根据基本标准、法规和各自的流程说明进行任何认证，如果审核结果为肯定，将颁发证书。该证书确认申请人符合产品的焊接要求。

5. Certificates under ISO 3834 are generally valid for a period of three years, provided that any underlying requirement is satisfied and necessary monitoring performed. After three years, the certificate must be renewed for another three years. The renewal period may be aligned to system certification under ISO 9001, as amended from time to time. Any monitoring may be performed annually on a random basis together with ISO 9001 or, for example, in more detail together with the EN 1090 cycle. Any certification requirements, including implementation of relevant changes, if notified by Quality Austria, shall be satisfied. If any certification applies to current production, the certified product must continue to satisfy any product requirements.

ISO 3834规定的证书一般有效期为三年，前提是满足任何基本要求并进行必要的监督。三年后，证书必须再续三年。更新期可与不时修订的ISO 9001体系认证相一致。任何监测可与ISO 9001一起每年随机进行一次，或者更详细地与EN 1090周期一起进行。如果Quality Austria通知，应满足任何认证要求，包括相关变更的实施。如果任何认证适用于当前生产，则认证产品必须继续满足任何产品要求。

6. Current monitoring shall be performed after receipt of the certificate. The first scheduled monitoring shall take place one year after the initial inspection. Any further monitoring or renewal shall depend on whether annual on-site monitoring (e.g. pursuant to ISO 9001) or non-annual monitoring (e.g. pursuant

to EN 1090) is due to be performed.

应在收到证书后进行电流监测。首次计划监测应在初次检查后一年进行。任何进一步的监测或更新应取决于是否进行年度现场监测（例如，根据ISO 9001）或非年度监测（例如根据EN 1090）。

7. If monitoring takes place at intervals of two or three years, the applicant shall submit for the interim years a statement confirming that none of the following events has occurred:

如果每隔两年或三年进行一次监测，申请人应提交一份声明，确认未发生以下事件：

① any renewal or change of relevant facilities;

相关设施的更新或变更；

② any introduction of new relevant facilities;

增加新的相关设施；

③ any change of the welding coordinator(s);

焊接人员的任何变更；

④ any use of non-audited staff under ISO 9606 or non-audited operators under ISO 14732;

根据ISO 9606使用未经审核的员工或根据ISO 14732使用未经审核的操作员；

⑤ any introduction of new welding processes;

新焊接工艺增加；

⑥ any change of basic materials and of the reports on the qualification of the welding process.

基本材料和焊接工艺评定报告的任何变更。

8. After a certificate has been issued, the applicant shall give written notice to Quality Austria and the qualityaustria partner without delay (within five workdays) of any significant change to the certified system comprising welding-related production pursuant to ISO 3834. This refers in particular to any change which may affect the satisfaction of certification requirements, such as:颁发证书后，申请人应立即（在五个工作日内）向Quality Austria和qualityaustria合作伙伴发出书面通知，告知认证系统（包括ISO 3834规定的焊接相关生产）的任何重大变更。这尤其是指可能影响认证要求满足的任何变更，例如：

① any change of management, control, organisation;

管理、控制、组织的任何变更；

② any change of products or the manufacturing process;

产品或制造工艺的任何变更；

③ any change of production sites and contact addresses;

生产地点和联系广告的任何变更；

④ any significant change of the quality management system.

质量管理体系的任何重大变更。

If any significant change occurs, Quality Austria will decide whether an additional audit is required.

如果发生任何重大变化，Quality Austria将决定是否需要额外审核。

9. Any complaint by third parties about the certified system regarding welding-related production pursuant to ISO 3834 or the conformity of the manufactured products with the applicable standard shall be communicated to Quality Austria and the qualityaustria partner in writing without delay (within five workdays). Any complaint shall be recorded and such records sent to Quality Austria on request. Any complaint must be assessed and any necessary improvement measure introduced. Any implemented measure shall be documented. Such complaints and measures shall be disclosed without request during the next monitoring by Quality Austria.

第三方对ISO 3834规定的焊接相关生产认证系统或制造产品符合适用标准的投诉应立即（在五个工作日内）以书面形式告知Quality Austria和qualityaustria合作





伙伴。应记录任何投诉，并要求将此记录发送给Quality Austria。必须对任何投诉进行评估，并采取任何必要的改进措施。任何实施的措施都应形成文件。此类投诉和措施应在奥地利质量部的下一次监测中无需披露。

10. In addition, Quality Austria and the qualityaustria partner shall be informed without delay of all circumstances indicating significant defects of welding-related production pursuant to ISO 3834 in respect of quality and safety, in particular if products are recalled or taken back or any third party asserts, in or out of court, any claim against the business in respect of quality, safety and/or legality. Quality Austria may perform further audits/sample tests, even without notice, to examine any impact on the certificate(s).

此外，应立即通知Quality Austria和qualityaustria合作伙伴根据ISO 3834在质量和安全方面表明焊接相关生产存在重大缺陷的所有情况，特别是如果产品被召回或收回，或任何第三方在法庭内外就质量、安全性和/或合法性。Quality Austria可在未经通知的情况下进行进一步的审计/抽样测试，以检查对证书的任何影响。

11. For the purpose of validating the continuous certification status, Quality Austria may at any time and also without notice perform a monitoring audit or an on-site inspection, if considered necessary by Quality Austria to monitor compliance with the certification requirements. If justified, certification may be suspended or withdrawn.

为了验证持续认证状态，如果Quality Austria认为有必要监督认证要求的遵守情况，Quality Austria可随时进行监督审核或现场检查，无需通知。如有正当理由，可暂停或撤销认证。

12. The applicant shall grant Quality Austria and the appointed auditor access to the applicant's business premises, take all precautions needed to perform an audit and use all efforts to support the auditor in performing the audit. The applicant agrees to experts of the accrediting organisation participating in audits in the applicant's business.

申请人应允许Quality Austria和指定审核人员进入申请人的营业场所，采取执行审计所需的所有预防措施，并尽一切努力支持审核人员执行审核。申请人同意认证机构的专家参与申请人业务的审核。

13. Upon use of the qualityaustria certificate and the qualityaustria mark, the holder undertakes to strictly comply with the regulations of fair competition. The qualityaustria certificate and the qualityaustria mark may not be used in any misleading or abusive manner or in any manner that may discredit Quality Austria.

在使用qualityaustria证书和qualityaustria标志后，持有人承诺严格遵守公平竞争的规定。qualityaustria证书和qualityaustria标志不得以任何误导或滥用的方式使用，也不得以任何可能损害Quality Austria的方式使用。

14. Any certification statement may only be made in respect of the area for which certification was granted. If any certification documents are made available, these may be copied and disclosed only in their entirety.

任何认证声明只能针对授予认证的领域作出。如果提供了任何证明文件，则只能复制和披露全部证明文件。

15. Any certification may only be used to show that conformity of welding-related production with ISO 3834 has been certified.

任何认证只能用于证明焊接相关生产符合ISO 3834。

16. The applicant acknowledges that in the context of this agreement, the applicant's products are not the subject of any audit or certification. The sole subject of certification shall be an examination as to whether the applicant's system satisfies the requirements of the parts of ISO 3834 designated by the applicant. Quality Austria shall not be liable for the part of ISO 3834 chosen by the applicant. The applicant undertakes to refrain from everything which could

suggest that Quality Austria had audited or certified the applicant's products.

The applicant expressly acknowledges the provisions concerning Quality Austria's restricted liability set forth in Section III of Quality Austria's International Certificate Conditions concerning system certification.

申请人承认，在本协议中，申请人的产品不受任何审核或认证。认证的唯一主题是检查申请人的系统是否满足申请人指定的ISO 3834部分的要求。Quality Austria不对申请人选择的ISO 3834部分负责。申请人承诺避免任何可能表明Quality Austria已审核或认证申请人产品的情况。申请人明确承认Quality Austria国际认证条件第三节中关于系统认证的Quality Austria有限责任的规定。

17. Unless otherwise provided herein, Quality Austria's International Certificate Conditions concerning system certification applicable at the time of service provision shall apply mutatis mutandis. The International Certificate Conditions are available at Quality Austria's website ([www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc)) under "GTC for customers of the international qualityaustria partner-network". The place of jurisdiction shall be Vienna, Innere Stadt.

除非本协议另有规定，否则提供服务时适用的Quality Austria关于系统认证的国际认证条件应作必要的修改。国际证书条件可在Quality Austria网站([www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc))的“国际qualityaustria合作伙伴网络客户gtc”下获得。管辖地应为维也纳Innere Stadt。

#### **D. SUPPLEMENTARY TERMS AND CONDITIONS EN 15085 补充条款和条件 EN 15085**

1. The terms and conditions applicable to ISO 3834 shall be applied, mutatis mutandis, to the welding of railway vehicles and railway vehicle parts pursuant to EN 15085. In addition ISO 3834 requirements, the requirements of the European Committee for Welding of Railway Vehicles (ECWRV), as amended from time to time, shall be complied with.

根据EN 15085，适用于ISO 3834的条款和条件应比照适用于铁路车辆和铁路车辆零件的焊接。除ISO 3834要求外，还应遵守不时修订的欧洲铁路车辆焊接委员会（ECWRV）的要求。



# SUPPLEMENTARY TERMS AND CONDITIONS FOR THE RAILWAY SECTOR, RAILWAY LIABILITY CONDITIONS

## OF QUALITY AUSTRIA - TRAININGS, ZERTIFIZIERUNGS UND BEGUTACHTUNGS GMBH

### 一般条款和条件

### VALID AS OF MAY 2021

### 自2021年5月起生效

qualityaustria Supplementary Terms and Conditions for Assessment and Certification of Quality and Safety Management Systems and ECM Certification of Freight Car Maintenance Systems for Railway Companies

Subject to changes. The General Terms and Conditions, as amended, are available at [www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc).

qualityaustria铁路公司质量和安全管理系统评估和认证以及货车维修系统ECM认证的补充条款和条件可能会发生变化。经修订的通用条款和条件可在[www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc)上查询。

### I. VALIDITY AND SCOPE 有效性和范围

The present Terms and Conditions apply to  
本条款和条件适用于

①the assessment and certification of safety management systems for railway companies, in accordance with secs. 188 et seq. of the Austrian Railways Act [German acronym: EIsbG] and Council Directive (EU) 2016/798; and for  
根据secs. 铁路公司安全管理体系的评估和认证。188等。奥地利铁路法[德语缩写: EIsbG]和理事会指令 (EU) 2016/798; 和

②the ECM certification of the “Entity in Charge of Maintenance” (ECM) in accordance with Regulation (EU) 2019/779.

根据法规 (EU) 2019/779, “负责维护的实体” (ECM) 的ECM认证。

These Terms and Conditions shall apply in addition to the International Certificate Conditions of Quality Austria - Trainings, Zertifizierungs und Begutachtungs GmbH (hereinafter referred to as Quality Austria or qualityaustria) in the area of system certification. The International Certificate Conditions are available at Quality Austria ‘s website ([www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc)) under “GTC for customers of the international qualityaustria partner-network”. Therefore, insofar as not expressly regulated otherwise in these Supplementary Terms and Conditions, the International Certificate Conditions shall apply.

本条款和条件除适用于系统认证领域的Quality Austria国际认证条件-培训、Zertifizierungs und Begutachtungs GmbH (以下简称Quality Austria或qualityaustria) 外。国际证书条件可在Quality Austria网站 ([www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc)) 的“国际qualityaustria合作伙伴网络客户gtc”下获得。因此, 除非本补充条款和条件中另有明确规定, 否则应适用国际证书条件。

### II. VALIDITY PERIOD OF CERTIFICATE 证书有效期

1. Safety management system under sec.188 et seq. of the Austrian Railways Act [German acronym: EIsbG] and Council Directive (EU) 2016/798 (formerly Council Directive 2004/49/EC) In derogation from Section VIII (3) of the International Certificate Conditions, the qualityaustria Safety Management System certificate under EIsbG sec. 188 et seq. of the Austrian Railways Act [German acronym: EIsbG] and Council Directive (EU) 2016/798 (formerly Council Directive 2004/49/EC) is valid for a period of five years. For the duration of the period of validity, the client has a duty to commission qualityaustria to perform annual monitoring services. For recertifications after 5

years, a recertification audit must be initiated in good time prior to expiry of the safety certificate. There are no grace periods, i.e. one cannot postpone an audit to a later point in time!

第188节及以下规定的安全管理系统。《奥地利铁路法》[德语首字母缩写: EIsbG]和理事会指令 (EU) 2016/798 (原理理事会指令2004/49/EC) 的规定。奥地利铁路法 (德语缩写: EIsbG) 和理事会指令 (EU) 2016/798 (原理理事会指令2004/49/EC) 的有效期为五年。在有效期内, 客户有义务委托qualityaustria提供年度监测服务。对于5年后的重新认证, 必须在安全证书到期前及时进行重新认证审核。没有宽限期, 即不能将审核推迟到稍后的时间点!

2. ECM certifications and renewal according to Regulation (EU) 2019/779  
根据法规 (EU) 2019/779的ECM认证和更新

A validity period of up to five years applies to the qualityaustria certificate of conformity of entity in charge of maintenance or the certificate of conformity for maintenance functions according to Regulation (EU) 2019/779 and the associated qualityaustria certificate for ECM management or ECM maintenance function.

根据法规 (EU) 2019/779, 负责维护的实体的奥地利合格证书或维护职能的合格证书以及ECM管理或ECM维护职能的相关质量认证证书的有效期最长为五年。

3. For the duration of the validity period of each, the client is obliged to commission Quality Austria to perform annual monitoring services.  
在有效期内, 客户有义务委托Quality Austria提供年度监测服务。

4. For recertifications after 5 years, a recertification audit with the application under Regulation (EU) 2019/779 must be initiated in good time prior to expiry of the certificate. There are no grace periods, i.e. one cannot postpone an audit to a later point in time!

对于5年后的重新认证, 必须在证书到期前及时根据法规 (EU) 2019/779对申请进行重新认证审核。没有宽限期, 即不能将审核推迟到稍后的时间点!

### III. DESCRIPTION OF SERVICES 服务描述

Certification is exclusively evidence of conformity, based on a decision following an assessment that compliance with specified requirements has been demonstrated. Such confirmation does not in and of itself constitute any contractual, statutory or other warranty. In other respects, auditing is only the equivalent of a random check of the management system based on normative evaluation models/standards/regulations, and thus does not guarantee 100% compliance with the specified requirements. It should also be



noted that Quality Austria does not check legal conformity.

In particular, the subject-matter of our checks does not cover the proper design and functionality of the items of equipment unless this is expressly part of the client's order. In particular, we do not conduct any testing on the design, selection of materials and construction of products, equipment and plants.

认证仅是符合性的证据，其依据是对已证明符合规定要求的评估后做出的决定。此类确认本身不构成任何合同、法定或其他保证。在其他方面，审核只是基于规范性评估模型/标准/法规对管理体系进行的随机检查，因此不能保证100%符合规定要求。还应注意，Quality Austria不检查法律合规性。

特别是，我们检查的主题不包括设备项目的正确设计和功能，除非这是客户订单的明确部分。特别是，我们不对产品、设备和装置的设计、材料选择和结构进行任何测试。

#### IV. LIABILITY OF QUALITY AUSTRIA QUALITY AUSTRIA的赔偿责任

The client consents once again expressly to the International Certificate Conditions of Quality Austria and, in particular, to the following limitations of liability:

客户再次明确同意Quality Austria国际质量证书条件，特别是以下责任限制：

1. The client expressly acknowledges that Quality Austria shall only be liable in connection with the service description specified in sec. III. above. Quality Austria's liability shall otherwise be governed by the provisions set forth below. 客户明确承认，Quality Austria仅对上述第三节中规定的服务描述负责。Quality Austria的责任应遵守以下规定。

2. Quality Austria shall only be liable to clients for intentional and blatant, grossly negligent breaches of its contractual obligations in accordance with the provisions set out below. Quality Austria hereby disclaims liability for slight and simple gross negligence in any case.

Quality Austria仅对客户故意、公然、严重疏忽违反其合同义务的行为负责。

Quality Austria在此对任何情况下的轻微和简单的过失不承担责任。

3. Quality Austria limits its liability to such damages as are typically foreseeable to the client, and its liability shall be limited in amount to the contractually agreed remuneration paid to Quality Austria on the due date for the underlying services.

Quality Austria将其责任限制在客户通常可预见的损害赔偿范围内，其责任应限于在到期日向Quality Austria支付的合同约定报酬。

4. Quality Austria shall in no case be liable for lost profits, consequential losses, indirect losses, as well as pure financial losses of any kind.

Quality Austria在任何情况下均不对利润损失、间接损失、间接亏损以及任何形式的纯财务损失负责。

5. Claims for damages may only be asserted by the filing of a court action within six months after the claimant has become aware of the damage, or at the latest within two years after the event giving rise to the claim, with such claims otherwise to be time-barred.

损害赔偿只能在索赔人意识到损害后的六个月内，或最迟在引起索赔的事件发生后的两年内，通过向法院提起诉讼来提出，否则这种索赔就会失去时效。

6. The client hereby warrants that Quality Austria's services will be used exclusively for the purposes of the client and not for third parties, unless otherwise expressly agreed in writing with Quality Austria and not otherwise prohibited by law. However, if Quality Austria services are passed on to third parties or used for the benefit of third parties, this shall not entail any liability on the part of Quality Austria to such third party.

客户特此保证，Quality Austria的服务将仅用于客户的目的，而非第三方，除非与Quality Austria另有明确书面约定且法律未禁止。但是，如果Quality Austria服务传递给第三方或用于第三方的利益，则Quality Austria对该第三方不承担任何责任。

7. In the event that, exceptionally, Quality Austria should be deemed liable towards a third party, the provisions in sec. VI., in particular all of the limitations of liability contained herein, shall apply not only in relations between Quality Austria and the client, but also towards the third party. In any case in which a third party asserts claims for damages against Quality Austria, the client shall indemnify and hold Quality Austria completely harmless against any such claims.

如果在例外情况下，Quality Austria应被视为对第三方负有责任，则VI中的规定，特别是本文中包含的所有责任限制，不仅适用于Quality Austria与客户之间的关系，也适用于第三方。在任何情况下，如果第三方对Quality Austria提出损害赔偿，客户应赔偿Quality Austria，使其免受任何此类索赔的损害。

8. The maximum sum of liability agreed in sub-para. 3 above shall apply only once in total to all liability claimants, even if multiple persons (the client and a third party or multiple third parties) have suffered harm. Liability claimants will be satisfied in the order in which they have asserted claims.

上述第3款中约定的最高责任金额只适用于所有的责任索赔。上述第3款中约定的最高赔偿额只适用于所有的责任索赔，即使有多人（客户和第三方或多个第三方）受到伤害。责任索赔人将按照他们提出索赔的顺序得到满足。

9. If, despite the fact that there is no relationship between Quality Austria's legal representatives, employees and vicarious agents (in particular: auditors) and the client and thus no basis for contractual liability present, claims are nevertheless asserted against them, the above limitations of liability also apply to Quality Austria's legal representatives, employees and vicarious agents (in particular: auditors).

尽管Quality Austria的法定代表人、员工和代理人（特别是审核员）与客户之间没有任何关系，因此也没有合同责任的依据，但如果对他们提出索赔，上述责任限制也适用于Quality Austria法定代表人，雇员和代理人（特别是审核员）。

#### V. LIABILITY INSURANCE 责任保险

1. The client acknowledges that Quality Austria shall have no liability under sec. 12 (7) of the Accreditation Act 2012 and, in accordance with the Accreditation Insurance Ordinance, has taken out a policy of compulsory liability insurance with UNIQA Sachversicherung AG, insurance policy No. 2130/001544-9. The annex to the insurance policy contains excerpts of the Terms and Conditions of Insurance. The lump-sum assured (see Art. 6 of the annexed Terms and Conditions and sec. 2 of the ABPA) totals EUR 10,000,000.00 (euro ten million). Quality Austria shall provide the client with a copy of the entire insurance contract at any time upon the client's request.

客户承认，Quality Austria根据《2012年认证法》第12(7)条不承担任何责任，并且根据《认证保险条例》，已向UNIQA Sachversicherung AG购买了强制责任保险，保险单编号为2130/001544-9。保险单的附件包含保险条款和条件的摘录。一次性担保金额（见所附条款和条件第6条和ABPA第2节）总计10000000.00欧元（1000万欧元）。应客户要求，Quality Austria应随时向客户提供整个保险合同的副本。

2. Unless the liability section of the General Terms and Conditions of Quality Austria referred to in sec. IV. above already provides for a more extensive limitation of liability or disclaimer of liability, the parties agree that the client shall only have a claim for damages against Quality Austria to the extent that such claim is covered by insurance in accordance with the insurance contract referred to above.

除非上文IV中提到的Quality Austria一般条款和条件的责任部分已经规定了更广泛的责任限制或免责声明，双方同意，客户只有在上述保险合同规定的保险范围内，才能对Quality Austria提出损害赔偿索赔。

3. The client shall promptly notify Quality Austria and the qualityaustria partner of any event of loss and, if possible, shall endeavour wherever possible to avert



and mitigate losses and do whatever is necessary to establish the cause of the event of loss, unless it is unreasonable to expect it to do so. The client must support Quality Austria in defending against the claim, and provide detailed and truthful loss reports, inform Quality Austria of all facts relating to the event of loss and promptly forward all documents relating to the event of loss to it.

客户应立即将任何损失事件通知Quality Austria和qualityaustria合作伙伴，如果可能，应尽可能避免和减轻损失，并采取一切必要措施确定损失事件的原因，除非期望这样做是不合理的。客户必须支持Quality Austria对索赔进行辩护，并提供详细和真实的损失报告，将与损失事件相关的所有事实告知Quality Austria，并及时向其转发与损失事件有关的所有文件。





## ANNEX

Extract from General Terms and Conditions (H 928) of UNIQA for liability insurance of accredited bodies – compulsory liability insurance pursuant to the Accreditation Insurance Ordinance (ABPA), version of 2000

UNIQA 关于认可机构责任保险的一般条款和条件 (H 928) 摘录——根据 2000 年版《认可保险条例》(ABPA) 的强制性责任保险

### ARTICLE 6 第6条 LIMIT ON THE AMOUNT OF INSURANCE COVER 保险金额的限制

1.The maximum payment of the insurer for an insured event within the meaning of Art. 8 and simultaneously per insurance year is indicated by the sums assured stated in the policy, even if the insurance cover extends to multiple persons obliged to pay compensation.

第8条所指的保险事件的保险人在每个保险年度同时支付的最高金额由保单中规定的保险金额表示, 即使保险范围扩大到有义务支付赔偿的多人。

2.Notwithstanding the provisions of para. 1 above, the following shall apply to duties of compensation arising from participation in joint ventures: If joint and several liability exists together with one or more other parties, the insurer's obligation to provide cover shall be limited to that part of the loss corresponding to the percentage share of the insured in internal relations with the other members of the joint venture. If no percentage shares have been agreed, then the proportionate share shall apply in accordance with the number of members of the joint venture bearing joint and several liability.

尽管有上述第1条的规定, 以下内容应适用于因参与合资企业而产生的赔偿责任。如果与一个或多个其他方一起存在连带责任, 保险人提供保险的义务应限于与被保险人在合资企业其他成员的内部关系中的百分比份额相对应的那部分损失。如果没有商定百分比份额, 则应根据承担连带责任的合资企业成员的数量适用比例份额。

3.The insurer shall participate in any security payment or deposit which the insured is obliged by law or court order to provide to cover an obligation to pay damages to the same extent as in any claim pay-out.

保险人应参与法律或法院命令规定被保险人有义务支付损害赔偿金的任何担保付款或存款, 其范围与任何索赔付款相同。

4.If the insured is required to make annuity payments and if the capital value of such annuity exceeds the sum assured or the remaining amount of the sum assured following deduction of any other pay-outs under the same insured event, then the annuity to be paid shall only be reimbursed at the ratio of the sum assured or the residual amount thereof to the capital value of the annuity. The present value of the annuity is calculated for this purpose on the basis of Austrian Mortality Table MÖ 1930/33, at an annual interest rate of 3%.

如果被保险人需要支付年金, 且该年金的资本价值超过保额或扣除同一保险事件下的任何其他赔付后的保额的剩余部分, 则应支付的年金只能按照保额或其剩余部分与年金资本价值的比例进行补偿。为此, 根据奥地利死亡率表MÖ1930/33计算年金现值, 年利率为3%。

5.The insurance also covers the judicial and extra-judicial costs reasonable in the circumstances to ascertain and defend against liability for damages asserted by a third party, even if the claim subsequently proves not to be well-founded.

保险还包括在确定和抗辩第三方所主张的损害赔偿责任的情况下合理的司法和司法外费用, 即使后来证明索赔没有充分依据。

6.The insurance also covers the cost of defence in criminal proceedings conducted on the instructions of the insurer (see Art. 9., sub-para. 1.3).

保险还包括根据保险人指示进行的刑事诉讼中的辩护费用 (见第九条第1.3款)。

7.Costs as defined in sub-paras. 5. and 6. will be deducted from the sum

Doc. No.: RE\_02\_11-1e\_GTC\_System Certification\_Partner International, Edition: November 2022

assured.

第5.和6.小节中定义的费用将从保险金额中扣除。

8.Where settlement of a claim for damages by acknowledgement, confession of judgment, satisfaction or settlement fails due to resistance by the insured or if the insurance provider declares by registered letter that it shall provide its contractual share of compensation and costs in satisfaction of the claims of the insurance claimant, or deposits the corresponding amount with the court, the insurer shall not have any duty to pay the additional principal, interests and costs resulting from the date of the refusal/from the date of the above-referenced declaration or court deposit.

如果因被保险人的抵制而未能通过承认、承认判决、清偿或和解的方式解决损害赔偿请求, 或者如果保险提供商通过挂号信声明其应提供其合同份额的赔偿和费用, 以满足保险索赔人的索赔, 或者将相应金额存入法院, 自拒绝之日起/自上述声明或法院存款之日起, 保险人无义务支付额外本金、利息和费用。

9.The insured's excess is EUR 727.00 per event of loss.

被保险人的自赔额为每起损失727.00欧元。

### ARTICLE 7 第7条 EXCLUSIONS 责任除外

1.This insurance does not cover any obligation to pay damages

本保险不包括任何赔偿责任

1.1asserted by persons who unlawfully and intentionally caused the losses for which they are being held liable by a third party. A deliberate act or omission is also considered to be an act or omission which the person concerned fails to avoid although he or she should have foreseen the likely harmful consequences but hazarded the consequences thereof.

由非法和故意造成第三方对其负责的损失的人提出的索赔。故意的作为或不作为也被认为是有关人员未能避免的行为或不作为, 尽管他或她本应预见到可能的有害后果, 但却对其后果感到危险。

1.2as a result of deliberate violation of laws, regulations or regulatory provisions applicable to the insured's professional activities, contrary to the instructions or conditions of the client or its authorised representatives;故意违反适用于被保险人专业活动的法律、法规或监管规定, 违反客户或其授权代表的指示或条件;

1.3for losses

对于损失

1.31directly or indirectly related to the effects of nuclear energy, with the exception of the use of laser beams or radionuclides for measurement or testing purposes;

与核能效应直接或间接相关, 但用于测量或测试目的的激光束或放射性核素除外;

1.3.2which are caused by

这是由下列原因造成的

1.3.2.1aircraft or aeronautical equipment within the meaning of applicable law or

在适用的法律意义上的飞机或航空设备, 或

1.3.2.2motor vehicles or trailers, in the latter case to the extent that such

trailers are required to bear an appropriate registration number, as a result of



their use by the insured or persons acting on their behalf. Motor vehicles as defined in 1.3.2.2. hereof are all vehicles which are capable of travelling by mechanical propulsion under their own power and which are not bound to tracks (rails);

机动车辆或拖车，在后一种情况下，由于被保险人或代表其行事的人使用，此类拖车需要带有适当的登记号码。1.3.2.2中定义的机动车辆。本协议中的所有车辆均能在自身动力下通过机械推进装置行驶，且不受轨道（轨道）约束；

#### 1.4 for losses

对于损失

##### 1.4.1 asserted by relatives of the insured ;

被保险人的亲属主张的；

1.4.2 asserted by business partners and shareholders of the insured, by multiple insured under the same insurance contract and relatives of such persons. In the case of legal entities, or entities lacking legal personality or having only limited legal personality, the legal representatives and their relatives shall be deemed the equivalent of the insured and the insured's relatives. Relatives shall be deemed to include spouses, parents, parents-in-law and grandparents, children (including sons and daughters-in-law) and grand-children, adopted and fostered children as well as step-parents and step-children, siblings, their spouses and children and siblings of spouses. In terms of their significance for purposes of these definitions, extra-marital or common-law relationships shall enjoy a status equivalent to marital relationships.

被保险人的商业伙伴和股东、同一保险合同下的多个被保险人以及这些人的亲属提出的索赔。对于法人实体或缺乏法人资格或仅具有有限法人资格的实体，法定代表人及其亲属应被视为等同于被保险人和被保险人的亲属。亲属应被视为包括配偶、父母、岳父岳母和祖父母、子女（包括女婿和儿媳）和孙子女、收养和寄养子女以及继父母和继子女、兄弟姐妹、配偶的配偶和子女以及兄弟姐妹。就这些定义的意义而言，婚外关系或普通法关系应享有与婚姻关系同等的地位。

1.5 for losses caused by the insured's failure to remedy, within a reasonable period of time, particularly dangerous circumstances, the elimination of which the insurer could reasonably have requested and did request. In the event of any doubt, a circumstance which has led to a loss shall be deemed a particularly dangerous circumstance.

因被保险人未能在合理期限内补救特别危险的情况而造成的损失，保险人可以合理要求并确实要求消除这种情况。如果有任何疑问，导致损失的情况应被视为特别危险的情况。

##### 1.6 for losses due to the Liability of Executives and Officers Act [Organhaftpflichtgesetz];

因《高管和高管责任法》【Organhaftpflichtgesetz】造成的损失；

##### 1.7 for losses suffered by the partners to a joint and several liability amongst themselves (see art. 6. (2)).

合伙人因各自承担连带责任而遭受的损失（见第6条(2)）。

2. To the extent that the loss in question relates to other losses (see Art. (1) (1)), the insurance cover does not extend to legal liability of the insured for damage to the soils and waters. This exclusion of liability shall not apply if the damage was caused by a sudden, unforeseeable incident which deviates from the proper incident-free operations.

在有关损失与其他损失有关的情况下（见第1条(1)），保险范围不包括被保险人对土壤和水体损害的法律赔偿责任。如果损害是由突然的、不可预见的、偏离适当的无事故操作的事件造成的，则该免责条款不应适用。

##### 3. Notwithstanding the insurance cover provided for under Art. 1 (2), the insurance does not cover liability for losses

尽管有第1(2)条规定的保险范围，但保险不包括损失。1(2)条规定，该保险不包

括对损失的责任

##### 3.1 due to damage to

由于损坏

3.1.1 arising out of the loss of property borrowed, hired, leased or taken into custody by the insured or persons acting on the insured's behalf; or due to damage to or loss of property borrowed, hired, leased or taken into custody by the insured or persons acting on the insured's behalf;

3.1.2 moveable property arising during or as a result of its use, processing or any other activity on or with it by the insured or persons acting on the insured's behalf;

在被保险人或代表被保险人的人员使用、加工或与其相关的任何其他活动期间或由此产生的动产；

3.1.3 those parts of immovable property on which the insured or persons acting on the insured's behalf directly perform or have performed any processing, use or other activity;

被保险人或代表被保险人的直接或已经对其进行任何加工、使用或其他活动的不动产部分；

3.2 for damage caused to work product or objects manufactured or supplied by the insured (or third parties on the insured's behalf or for its account) as a result of a cause which is inherent to the manufacture or delivery thereof.

被保险人（或代表被保险人为被保险人的第三方）制造或供应的工作产品或物品因其制造或交付所固有的原因而造成的损坏。

##### 4. The insurance does not cover claims for damages

该保险不包括对损害的索赔

##### 4.1 based on infringement of patent and intellectual property rights;

基于对专利和知识产权的侵犯。

##### 4.2 based on non-performance or untimely performance of contract;

基于不履行或未及时履行合同；

##### 4.3 based on a failure to meet deadlines for delivery of plans and drawings,

where such deadlines are not set by law, regulation or official notice;

如果法律、法规或官方通知未规定交付计划和图纸的截止日期，则基于未能满足该截止日期；

##### 4.4 based on advice regarding the selection of tradesmen and suppliers with regard to their creditworthiness;

基于对商人和供应商信誉选择的建议

##### 4.5 based on declarations concerning the duration of the production period and delivery periods;

根据有关生产期和交货期的声明。

##### 4.6 due to having exceeded estimates and credits and based on losses of

credits or capital investments, arising out of the acquisition and use of goods,

arising out of the brokerage, recommendation or commercial execution of

money, property and other commercial transactions against payment or on a gratuitous basis and arising out of consequential acts from such activities;

由于超过了估计和信贷，基于信贷或资本投资的损失，因购买和使用货物而产生，因经纪、推荐或商业执行金钱、财产和其他商业交易而产生，或在无偿的基础上产生，并因此类活动的后果性行为而产生；

##### 4.7 arising out of untimely conclusion, continuation or renewal of insurance

contracts, arising out of the inadequate or incomplete scope of such contracts and arising out of late payment of premiums.

由于保险合同的未及时订立、延续或续期，由于此类合同的范围不充分或不完整，以及由于保险费的延迟支付。

4.8 for damages caused by shortfalls in cash management, by breaches in acts of payment, by embezzlement on the part of the insured's personnel or other persons used by the insured, as well as by theft, pilferage and non-delivery of



money, securities and valuables.

现金管理不足、支付行为违规、被保险人或被保险人使用的其他人员贪污，以及金钱、证券和贵重物品的盗窃、偷窃和未交付造成的损失。

5. Furthermore, this insurance does not cover claims for damages arising out of the planning or recommendation of essentially new machines, plants, products or processes or out of any research and/or development activity where such losses are causally attributable to the novel item.

此外，本保险不包括因规划或推荐基本的新机器、工厂、产品或工艺，或因任何研究和/或开发活动而引起的损失索赔，而这些损失是因新项目而引起的。

6. The foregoing grounds of exclusion shall apply against all persons to whom the insurance cover under this contract extends, even if an insured event only exists in respect of one person or one part of such persons.

上述排除理由适用于本合同项下保险范围的所有人员，即使保险事件仅针对一人或部分此类人员。

#### **ARTICLE 8 第8条**

##### **DEFINITION OF INSURED EVENT 保险事件的定义**

1. Any insured event is a breach (act or omission), as a result of which the insured could be liable for damages. If a breach could give rise to multiple obligations to pay damages, this shall be deemed to constitute one event of loss. It shall also be considered a single event of loss where several breaches, even if committed by multiple persons, give rise to one uniform loss.

任何保险事件都是违约行为（作为或不作为），因此被保险人可能会承担损害赔偿责任。如果违约行为可能导致多重赔偿义务，则应视为构成一次损失事件。如果多次违约（即使由多人实施）导致一次统一损失，也应视为一次损失事件。

2. A breach shall also be deemed to be an act or omission based on the same or similar source of error if the matters in question bear a legal or economic relationship with each other.

如果有关事项之间具有法律或经济关系，则违反行为也应被视为基于相同或类似错误来源的作为或不作为。

Corporate signature of client 客户签署

Date 日期:

Name, function 名称, 职位:

Signature, company stamp 签名, 公司印章: