

1. Scope 范围

This document applies to all the nominated auditors, verifiers, validators, technical experts and observers – following called “auditors” – relating to all the products and sectors and all the services (above all audits and evaluations) that are provided for Quality Austria Trainings, Zertifizierungs und Begutachtungs GmbH – following called “**qualityaustria services**”. Following, Quality Austria Trainings, Zertifizierungs und Begutachtungs GmbH will be briefly called Quality Austria. Whenever individuals are referred to, this will apply to women and men alike.

本文件适用于所有指定的审核员、验证员、批准员、技术专家和观察员——以下简称“审核员”——与提供给Zertifizierungs und Begutachtungs GmbH的所有产品和部门以及所有服务(以上所有审核和评价)相关——以下简称为Quality Austria。每当提到个人时,这将同样适用于女性和男性。

2. Qualification, nomination and placement of orders 资格, 提名和订单下达

2.1. The provision of **qualityaustria services** is only permitted to auditors that have been nominated as auditors due to their technical qualification and personal attributes on the basis of the Qualification Guidelines of Quality Austria.

qualityaustria 服务的提供只允许基于 Quality Austria 资格指南的技术资格和个人特质被提名为审核员的审核员。

2.2. If a legal entity or a non-incorporated firm is a partner of Quality Austria, only the partner's General Managers or employees that have personally been nominated as **qualityaustria Auditors** by Quality Austria may become active as such.

如果法人个体或非法人公司是 Quality Austria 的合作伙伴, 则只有被 Quality Austria 提名为 **qualityaustria** 审核员的合作伙伴总经理或员工才能成为有效的合作伙伴。

2.3. The nomination as an auditor is limited in time. 审核员任命是有时间限制的。

2.4 In case of infringement of obligations from this contract and in the event the specifications included in the management system of Quality Austria (above all in the Qualification Guidelines or other guidelines and guides of Quality Austria) are not fulfilled (any longer), the nomination as an auditor can be cancelled by Quality Austria with immediate effect, at any time.

如果违反本合同义务, 并且 Quality Austria 管理体系(首先是资格指南或 Quality Austria 的其他指南和指引)中包含的规范未得到履行(不再履行), 则 Quality Austria 可以随时取消审核员的提名, 立即生效。

2.5. The fact that a person has been nominated as an auditor does not mean that Quality Austria is obliged to employ the auditor. Above all, the nomination does not mean yet that the auditor is commissioned with providing **qualityaustria services**. Orders placed in the past do not entitle the auditor to derive any right to be commissioned even in future during the nomination period. Each of the orders placed by Quality Austria will be placed separately and refer to a certain **qualityaustria service**. The basis for this is formed by a contract to be concluded separately. The contractual period is the same as the period needed for providing a **qualityaustria service**. The auditor will exclusively be commissioned by Quality Austria - the auditor will not enter into any direct contractual relationship with the company placing the order (following briefly called “client”).

一个人被提名为审核员并不意味着 Quality Austria 有义务雇用该审核员。特别是, 提名并不意味着审核员被委托提供 Quality Austria 服务。过去所下的订单并不赋予审核员在提名期间获得任何受委托的权利。Quality Austria 所下的每一个订单都将单独下单, 并指向一项特定的 Quality Austria 服务。这一基础是由一项单独订立的合同构成的。合同期限与提供 **qualityaustria** 服务所需的期限相同。审核员将由 Quality Austria 独家委托, 审核员不会与下达订单的公司建立任何直接合同关系(以下简称“客户”)。

2.6. The auditor takes note that the client is entitled to refuse a certain auditor. In this case, Quality Austria can revoke the order placed with the auditor and will immediately inform the auditor thereof.

审核员注意到客户有权拒绝某一审核员。在这种情况下，Quality Austria可以撤销与审核员签订的订单，并立即通知审核员。

2.7. The auditor is entitled to refuse orders given by Quality Austria without stating reasons. It is the auditor that will autonomously determine the actual scope of his activities by accepting or refusing orders.

审核员有权拒绝Quality Austria的订单而无需说明理由。审核员将通过接受或拒绝订单自主地确定其活动的实际范围。

2.8. The auditor has the right to cancel his nomination, at any time. However, he is obliged to finish his orders that he has acknowledged to Quality Austria.

审核员有权在任何时候取消他的提名。然而，他有义务完成他与Quality Austria确认的订单。

2.9. The auditor takes note of the following: Quality Austria will, based on normative requirements placed on Certification Bodies (above all ISO EN ISO/IEC 17021 and 17065), make records about the auditors' qualifications, trainings, experience, professional position and competence and is obliged to permanently monitor competence. For this purpose, personal data about the auditor will remain saved and processed electronically by Quality Austria. Processing is necessary for the nomination of the auditor and for the provision of **qualityaustria** services. The records will be saved until the end of the nomination of the auditor and, beyond this, as long as this is necessary according to the normative requirements and statutory retention periods and as long as claims for damages or other claims might be asserted by the client or third parties in connection with the **qualityaustria** service.

审核员应注意以下事项：Quality Austria将根据认证机构的规范性要求（首先是ISO EN ISO/IEC 17021和17065），对审核员的资格、培训、经验、专业职位和能力进行记录，并有义务对其能力进行长期监控。为此目的

，审核员的个人数据将由Quality Austria保存并以电子方式处理。

为了审核员的提名和提供**qualityaustria**服务，处理是必要的。这些记录将保存到审核员提名结束为止。除此之外，只要根据规范要求 and 法定保留期限是必要的，只要客户或第三方可能就**qualityaustria**服务提出损害赔偿或其他索赔，这些记录将被保存。

2.10. The auditor **consents** that personal data about the auditor's competencies will be sent to the Accreditation / Registration Bodies so that the auditor can provide **qualityaustria** services. The auditor can revoke this consent, at any time.

审核员同意将有关审核员能力的个人资料发送给认可/注册机构，以便审核员提供**qualityaustria**服务。审核员可以在任何时候撤销此许可。

2.11. The auditor **consents** that Quality Austria is entitled to send the auditor's Curriculum Vitae, including information on the auditor's competence, to potential clients inside and outside the European Union as well as in third countries when making offers for **qualityaustria** services and that no adequate data protection level needs to be ensured, in this case. The auditor can revoke this consent, at any time.

审核员同意Quality Austria在提供Quality Austria服务时，有权向欧盟内外以及第三国的潜在客户发送审核员的简历，包括审核员的能力信息，在这种情况下，不需要确保足够的保护水平。审核员可以在任何时候撤销此许可。

2.12. The auditor further **consents** that Quality Austria is entitled to make information on the auditor's competence available to other auditors (above all Lead Auditors) for purposes of audit planning. The auditor can revoke this consent, at any time.

审核员进一步同意Quality Austria有权将审核员能力信息提供给其他审核员（审核组长）用于审核策划。审核员可以在任何时候撤销此许可。

2.13. If the auditor accepts an order for the provision of a **qualityaustria** service, personal data about the auditor will, for purposes of performing contracts (e.g. audit documentation), be processed electronically and sent to the client as well as to the respective Accreditation / Registration Body. The data will remain saved as long as this is necessary

according to the normative requirements and statutory retention periods and as long as legal claims might be asserted by the client or third parties.

如果审核员接受了提供qualityaustria服务的订单，为了履行合同的目的是(例如审核文件)，审核员的个人数据将以电子方式处理并发送给客户以及各自的认可/注册机构。只要根据规范要求法定保留期限有必要，只要客户或第三方可以提出法律索赔，数据就将继续保存。

2.14. The auditor will, at any time, have the right to be informed of personal data that are processed about him as well as the rights to rectification, erasure and restriction of processing. Furthermore, he

will have the right to complain with the data protection authority. If the auditor thinks that processing infringes data protection laws, he will have to inform Quality Austria.

审核员在任何时候都有权被告知处理的有关他的个人数据，以及纠正、删除和限制处理的权利。此外，他将有向数据保护机构投诉。如果审核员认为处理违反了数据保护法，他须通知Quality Austria。

3. Rights and obligations 权利与义务

3.1. The auditor pledges to send a copy of his trading license to Quality Austria if the auditor is not a contracting party of Quality Austria personally but only is active for a legal entity that is a contracting party of Quality Austria. If the trading license is laid back or reported to be dormant, this will have to be communicated to Quality Austria immediately. In the event the auditor has no trading license, being a "new self-employed person" acc. to § 2 al. 1 No. 4 GSVG ("Gewerbliches Sozialversicherungsgesetz" - "Commercial Social Insurance Law"), evidence for registration at the Social Insurance Company for Trade and Industry will have to be sent.

如果审核员本人不是Quality Austria的缔约方，而只是为一个作为Quality Austria缔约方的法人实体活动，则审核员承诺向Quality Austria发送其贸易许可证的副本。如果贸易许可证被搁置或报告为休眠状态，则必须立即与Quality Austria沟通。如果审核员没有贸易许可证，则作为“新个体经营者”。到§ 2 al. No. 4

GSVG("Gewerbliches Sozialversicherungsgesetz"-“商业社会保险法”)，在贸易和工业社会保险公司注册的证据必须发送。

3.2. During the period of nomination, auditors may use the designation respectively allocated to the nomination (like "auditor" or "environmental verifier") and additionally call themselves "Network Partners" of Quality Austria. However, they may only do so in the course of their activities for Quality Austria and must not do so for personal advertising purposes.

在提名期间，审核员可以使用分别分配给提名者的名称(如“审核员”或“环境验证者”)，也可以称自己为Quality Austria“网络合作伙伴”。但是，他们只能在为Quality Austria开展活动的过程中这样做，不得出于个人广告目的。

3.3. The auditor assures his activities by order of Quality Austria are not in contradiction with any other agreements he has made with third parties (e.g. his employer). Upon request of Quality Austria, he will have to submit the written consent of his employer to his activities as an auditor.

审核员根据Quality Austria的订单确保其活动不与他与第三方(如其雇主)达成的任何其他协议相矛盾。根据Quality Austria的要求，他必须提交其雇主对其作为审核员的活动书面同意。

3.4 During the auditor's nomination as well as after its end, the auditor will be obliged to guarantee strict confidentiality of any processes and states of affairs that have become known to him in connection with **qualityaustria** services that need to be provided or have been provided. Passing on information and documents from **qualityaustria's** intranet to third parties is not allowed. The intranet password must neither be passed on to employees nor to persons employed in performing the auditor's obligations.

在审核员提名期间以及提名结束后，审核员将有义务对他所知道的与需要提供或已经提供的**qualityaustria**服务有关的任何过程和情况进行严格保密。不允许将**qualityaustria**内部网的信息和文件传递给第三方。内部网密码既不能传递给员工，也不能传递给受雇履行的审核义务的人员。

3.5. All the documents and data Quality Austria or the client hands over to the auditor in connection with a **qualityaustria** service remain the property of Quality Austria or the client.

These documents or data may only be used for providing the intended **qualityaustria** services in connection with the documented orders placed by Quality Austria and must, in no case, be made accessible to third parties or copied. The data may only be saved or retained by the auditor as long as this is necessary for providing the **qualityaustria** service and/ or achieving the purposes for which this data has been sent and handed over to him. Right after a **qualityaustria** service has been provided, documents and data that are relevant to the audit, e.g. audit plan, audit report, master data sheet of the customer or audit checklist, will have to be handed over to Quality Austria (by being uploaded to the WIS (Web Information System) . After receipt has been acknowledged by Quality Austria (this means that the order status is set as being completed), all copies available at the auditor's will have to be erased. Any documents and data of the client's that have been handed over to the auditor will, at the client's discretion, have to be returned to the client or destroyed no later than upon completion of the **qualityaustria** service.

Quality Austria 或客户向审核员提交的与 Quality Austria 服务相关的所有文件和数据仍然是 Quality Austria 或客户的财产。这些文件或数据仅可用于提供与 **qualityaustria** 所下的文件化订单相关的 Quality Austria 服务，在任何情况下，不得向第三方提供或复制。只有在提供 **qualityaustria** 服务和/或实现发送和移交这些数据的目的所必需的时间内，什么行业才可以保存或保留这些数据。在提供 Quality Austria 服务之后，与审核相关的文件和数据，例如审核计划、审核报告、客户的主数据表或审核清单，必须移交给 Quality Austria (通过上传到 WIS (网络信息系统))。收到 Quality Austria 确认后 (这意味着订单状态设置为已完成)，审核员处可用的所有副本都必须擦除。客户交给审核员的任何文件和数据，在客户的自由裁量权下，必须退还给客户或在完成 **qualityaustria** 服务后销毁。

3.6. The only exception from the duty of erasure, which is included in Article 3.5. is formed by copies of the documents that the auditor has written himself. These copies, which may be retained by the auditor while providing data security for purposes of evidencing adequate service provision, will have to be

treated confidentially and protected from unauthorized access and must, in no case, be made accessible to third parties.

擦除义务的唯一例外，包括在第 3.5 条中。由审核员自己编写的文件副本组成。这些副本可能由审核员保留，同时为证明提供了充分的服务而提供数据安全，必须保密并防止未经授权的访问，并且在任何情况下都不得向第三方提供。

3.7. The auditor will have to contractually subject his employees and persons employed in performing the auditor's obligations that might have access to the documents and information to the duties of secrecy and erasure above.

审核员必须以合同形式要求其雇员和受雇履行其审核义务的人员遵守上述保密和删除义务，这些人员可能会接触到文件和信息。

3.8. Except with Quality Austria's consent, the auditor may not make any pictures, audio or video recordings of **qualityaustria** services (including, but not limited to, recordings of any remote audit).

除非得到 Quality Austria 的同意，审核员不得对 Quality Austria 的服务进行任何图片、音频或视频记录 (包括但不限于任何远程审核的记录)。

3.9. The auditor is obliged to comply with the applicable data protection laws, (whose German version can be downloaded under www.dsk.gv.at), when it comes to processing personal data . He is particularly obliged to maintain the secrecy of data and take adequate action for guaranteeing security of processing in order to guarantee secrecy, integrity and availability of data. Therefore, the auditor must ensure that personal data handed over to him by Quality Austria or the client in connection with a **qualityaustria** service or elaborated by himself is protected from coincidental or unlawful destruction or loss that this data is used adequately and is not accessible to unauthorized persons. This particularly applies to data saved outside the IT infrastructure of Quality Austria (e.g. the auditor's PC, notebook or external data carriers).

在处理个人数据时，审核员有义务遵守适用的数据保护法律 (其德文版本可从 www.dsk.gv.at 下载)。他特别有义务

对数据保密，并采取适当行动保证处理的安全，以保证数据的保密性、完整性和可用性。因此，审核员必须确保 Quality Austria 或客户转交给他的与 Quality Austria 服务有关的或由他自己详细阐述的个人数据不会被意外或非法破坏或丢失，这些数据被充分使用，并且未经授权的人员无法访问。这尤其适用于保存在 Quality Austria IT 基础设施之外的数据(例如审核员的个人电脑、笔记本或外部数据载体)。

3.10. The auditor will have to make available any information required to fulfil the duties relating to data protection law, above all as far as the data security measures taken by the auditor, to Quality Austria and enable and participate in reviews performed by Quality Austria or a commissioned examiner. If infringement of the protection of personal data (data leak) becomes known to the auditor, the auditor will immediately have to inform Quality Austria so that Quality Austria can fulfil Quality Austria's statutory information duties. Furthermore, the auditor will have to support Quality Austria to the required extent so that Quality Austria can fulfil the rights of the persons concerned (above all the right of access and the rights to rectification, erasure and object) within the legal deadlines. The auditor will hand any information necessary for this to Quality Austria. If a person concerned directly contacts the auditor, in this respect, (in particular in terms with a request for access), the auditor will immediately forward this request to Quality Austria.

审核员必须提供履行与数据保护法有关的职责所需的任何信息，首先是审核员采取的数据安全措施，以及支持和参与由 Quality Austria 或委托审核员进行的审查。如果审核员得知违反个人数据保护(数据泄露)的行为，审核员必须立即通知 Quality Austria，以 Quality Austria 履行其法定的信息责任。此外，审核员必须在要求的范围内支持 Quality Austria，以便 Quality Austria 能够在法定期限内实现相关人员的权利(首先是访问权以及纠正、删除和反对的权利)。审核员将向 Quality Austria 提供必要的信息。如果相关人员在这方面直接联系审核员(特别是提出访问请求)，审核员将立即将该请求转发给 Quality Austria。

3.11. Quality Austria does not provide any consultancy for establishing and designing management systems. The

auditor must neither offer consulting activities to the client in connection with a **qualityaustria** service nor give the impression that certification would be less complicated, easier, faster or cheaper if certain consulting or training services were used.

Quality Austria 不为管理体系的建立和设计提供任何咨询。审核员既不能向客户提供与 **qualityaustria** 服务有关的咨询活动，也不能给客户留下这样的印象，即如果使用某些咨询或培训服务，认证将不那么复杂、更容易、更快或更便宜。

3.12. The auditor pledges vis-à-vis the client to be neutral and objective. In the interest of the auditor's objectiveness towards the client, the following applies:

审核员向客户承诺保持中立和客观。为了使审核员对客户保持客观，适用以下规定：

- The auditor must not be involved in the certification process if he has carried out consulting activities whatsoever for the respective client within the last two years. This also includes VDA License Trainings for ÖQA Zertifizierungs-GmbH (OQA Certification Ltd.). **FSC** auditors must neither have performed consulting activities nor have been employed by the customer within the last three years. **EMAS** verifiers must not have done so within the last four years.

如果审核员在过去两年内为各自的客户进行过咨询活动，则不得参与认证过程。这还包括 ÖQA Zertifizierungs-GmbH (OQA 认证有限公司)的 VDA 许可培训。FSC 审核员必须既没有从事咨询活动，也没有在过去三年内被客户雇用。EMAS 验证者必须在过去四年内没有这样做。

- Upon request of Quality Austria, the auditor will make a written statement according to which he has not carried out any consulting activities for the respective client within the last two years (for FSC three years; for EMAS four years) and that there are no other reasons for lack of impartiality either.

应 Quality Austria 的要求，审核员将出具一份书面声明，根据该声明，审核员在过去两年内没有为各自的客户开展任何咨询活动(FSC 三年;EMAS 工作四年)，也没有其他缺乏公正性的原因。

- After the **qualityaustria** service,

the auditor must not accept any activity as a consultant of the client for two years.

在 **qualityaustria** 服务之后，审核员在两年内不得接受任何作为客户顾问的活动。

- The IATF or VDA 6.x auditor pledges not to conduct any consulting in terms of management systems, internal trainings or internal audits for clients that are certified acc. to IATF or VDA by Quality Austria. This will apply to existing customers and to a period of two years before the client places the order.

IATF 或 VDA 6.X 审核员承诺不为获得认证的客户提供管理体系、内部培训或内部审核方面的咨询。通过 IATF 或 VDA 质量奥地利。这将适用于现有客户，并适用于客户下订单前的两年。

3.13. The auditor is obliged to disclose any situation that is known to him and might cause conflicting interests for himself or Quality Austria to Quality Austria. He must not accept an order until it is definite there are no conflicting interests. Besides, he is obliged to refuse an order in advance if the auditor thinks he has every reason to think the client is likely to refuse him as an auditor.

什么行业有义务向 Quality Austria 披露他所知道的任何可能导致他本人或 Quality Austria 利益冲突的情况。在确定不存在利益冲突之前，他不得接受订单。此外，如果审核员认为他有充分的理由认为客户可能拒绝他担任审核员，他有义务提前拒绝一项订单。

3.14. The auditor must act impartially and must not admit any commercial, financial or other pressure putting his impartiality in question. Furthermore, he must ensure his employer's independence from the client is also maintained.

审计师必须公正，不得承认任何商业、财务或其他方面的压力使其公正性受到质疑。此外，他还必须确保雇主独立于客户。

3.15. The auditor is forbidden to state the client of a **qualityaustria** service that the auditor has provided in the name of Quality Austria as being a reference for his own company (e.g. consulting company).

禁止审核员将其以 Quality Austria 的名义提供的 Quality Austria 服务的客户作为其自己公司(如咨询公司)的参考。

3.16. When providing the **qualityaustria** services, the auditor must comply with the requirements and processes that are documented by Quality Austria and have been drawn up by Quality Austria in conformity to the normative requirements. The auditor must continually inform himself about the specifications in **qualityaustria's** management system (**qualityaustria's** intranet).

在提供 Quality Austria 服务时，审核员必须遵守由 Quality Austria 制定的符合规范要求的文件要求和流程。审核员必须不断了解 **qualityaustria** 管理体系 (**qualityaustria** 内部网) 的规范。

3.17. During his nomination as an auditor, the auditor pledges to permanently maintain his qualification as an auditor. This also includes the training measures offered and prescribed by Quality Austria as well as maintenance of the (decisive) **qualityaustria** Certificates.

在被提名为审核员期间，审核员承诺永久保持其审核员资格。这也包括 Quality Austria 提供和规定的培训措施，以及(决定性的) **qualityaustria** 证书的维护。

3.18. When providing the **qualityaustria** services ordered, the auditor can - upon coordination with Quality Austria - have himself deputized by another suitable auditor. Quality Austria will be entitled to refuse the named person if this person does not meet the normative requirements (above all requirements relating to competence). The duty to pass on the duty of secrecy acc. to Article 3.8 is hinted at.

在提供 **qualityaustria** 服务时，审核员可以在与 Quality Austria 协调后，由另一名合适的审核员代理。如果该人员不符合规范要求(首先是与能力有关的要求)，Quality Austria 将有权拒绝指定人员。这暗示了根据第 3.8 条传递保密义务的责任。

3.19. Basically the auditor is forbidden to accept gifts given by the client or third parties in connection with the provision of **qualityaustria** services. Exceptions are Formed by invitations to meals to a reasonable and common extent and accepting of gifts with a low financial value. Gifts "with a low financial value" only include small and common-practice advertising gifts that are also periodically handed over to customers of the auditee

(e.g. pens, umbrellas, USB sticks or writing blocks).

基本上，审核员被禁止接受客户或第三方提供的与qualityaustria服务有关的礼物。例外情况是，在合理和普遍的范围邀请吃饭，以及接受低经济价值的礼物。“低经济价值”的礼品仅包括定期赠送给被审核方客户的小型和常用的广告礼品(如笔、雨伞、u盘或文件簿)。

3.20. Auditors must not make any statements in the name of Quality Austria in social media (e.g. Facebook or Twitter) or give the impression that it is a question of statements made by Quality Austria. Any inquiries about Quality Austria will have to be forwarded to the competent persons at Quality Austria.

审核员不得在社交媒体(如Facebook或Twitter)上以Quality Austria的名义发表任何声明，或给人留下这是Quality Austria所作声明的问题的印象。任何关于Quality Austria的询问都必须转发给Quality Austria主管人员。

4. Fee, invoicing and settlement of accounts 费用、发票和结算

4.1. Quality Austria will pay the fee agreed upon as well as the travelling expenses according to the applicable qualityaustria Fee Regulations upon receipt of the auditor's invoice.

在收到审核员的发票后，Quality Austria将根据适用的Quality Austria费用规定支付商定的费用以及差旅费。

4.2. As agreed, the fee and travelling expenses will be paid to the organization employing the auditor or directly to the auditor.

按照协商，费用和差旅费将支付给雇用审核员的组织或直接支付给审核员。

4.3. Upon electronic receipt of the auditor's invoicing data, Quality Austria will issue a credit note about the fee agreed as well as the travelling expenses according to the applicable Fee Regulations. The auditor agrees to accounting by way of a credit note and its electronic transfer. The credit note will be issued with the statutory value added tax (if applicable). The auditor will have to pay the tax shown to the competent tax office according to the legal provisions. If the auditor is not obliged to pay value added tax, the auditor will have to state this in writing in due time when starting

the auditor activities but no later than at the moment the auditor accepts the order.

在收到审核员的电子发票数据后，Quality Austria将根据适用的《费用条例》开具一份关于商定费用和差旅费用的信用票据。审核员同意通过信用票据及其电子转账的方式进行会计核算。信用票据将与法定增值税(如适用)一起发出。审核员必须按照法律规定向主管税务机关缴纳所显示的税款。如果审核员没有义务支付增值税，审核员必须在开始审核活动的适当时间以书面形式声明这一点，但不得迟于审核员接受订单的那一刻。

4.4. Further claims to Quality Austria are excluded.

不包括对Quality Austria的进一步索赔。

4.5 The preceding paragraphs 4.1 to 4.4 do not apply to partner orders, where the fee is agreed and invoiced between the auditor and the qualityaustria partner.

上述4.1至4.4段不适用于合作伙伴订单，费用由审核员和qualityaustria合作伙伴商定并开具发票。

5. Warranty and liability 保证和责任

5.1. The auditor's warranty and liability depend on the legal requirements.

审核员的保证和责任取决于法律要求。

5.2. In case of serious or sustainable infringement of his obligations (above all in case of infringement of the duty of secrecy), the auditor will have to pay a penalty to the amount of € 7,000.- for each infringement to Quality Austria – notwithstanding further claims.

如果严重或持续违反其义务(首先是违反保密义务)，审核员将支付7,000欧元的罚款。-对Quality Austria的每项侵权行为-有进一步的索赔。

6. Final clauses 最终条款

6.1. If single clauses of this contract are or become ineffective, this will not affect the effectiveness of the other clauses. Instead of the ineffective clause, the clause coming closest to the meaning and purpose of the ineffective clause will be agreed upon.

本合同中个别条款失效的，不影响其他条款的效力。代替无效条款，最接近无效条款的意思和目的的条款将被同意。

6.2. There are no oral additional agreements to these auditor conditions . The version of the auditor conditions that is applicable at the moment the latest order has been placed and can be called in Quality Austria's internet will apply.
这些审核员条件没有口头附加协议。审核员条件的版本适用于目前最新的订单，可以在 Quality Austria internet上调用。

6.3. The contractual relationship is exclusively subject to Austrian law. The Commercial Court of Vienna is agreed as the place of jurisdiction.
合同关系只受奥地利法律的约束。协议将维也纳商事法庭作为管辖地。

6.4. This document is established in one copy. 本文件一式一份。

These Terms and Conditions are concluded by the auditor signing them or acknowledging them in electronic form by clicking on the intended field in Quality Austria's intranet.

这些条款和条件由审核员通过点击**Quality Austria**内部网的指定区域以电子形式签署或确认。

Auditor 审核员 (name in block letters 姓名以正楷书写)
Signature 签名 / Date 日期