



qualityaustria
Succeed with Quality

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International Certificate Conditions of Quality Austria Trainings-, Zertifizierungs- und Begutachtungs GmbH Quality Austria 奥世国际认证证书使用条件

I. Validity and Scope

第一部分: 有效性和范围

1. These international certificate conditions shall apply to all non-Austrian applicants and holders of certificates issued by Quality Austria Trainings-, Zertifizierungs und Begutachtungs GmbH („qualityaustria“) for system certification. 此国际证书适用于所有非奥地利境内的申请方及QA奥世证书所有人。
2. For applicants domiciled outside of Austria, certification will usually be carried out in cooperation with local qualityaustria partners, who will assume specific certification activities (esp. auditing) in coordination with qualityaustria and provide local support to applicants. The services provided by the qualityaustria partner shall be subject to the latter's general terms and conditions, which shall apply in addition to the International Certificate Conditions of qualityaustria under consideration. 对于奥地利范围以外的申请方, 认证通常会与当地的QA合作方协同执行, 并由其承担具体认证活动(审核)并向当地的申请方提供支持。QA在奥地利境外的QA公司所提供之服务项目, 除了适用和贵公司签订的认证合同中的有关条件外, 客户在使用QA奥世认证证书时, 还应遵守以下所述条件和条款
3. By applying for a qualityaustria certificate, applicants acknowledge the following terms and conditions. 申请QA证书时, 申请方需确认以下条款和条件。
4. Certificates issued by qualityaustria shall be subject solely to the following terms and conditions and to the relevant standards on which certification was based. Any deviating terms and conditions (e.g. general terms and conditions, terms and conditions of purchase) of the applicant are expressly excluded. QA核发的证书只遵从以下条款和条件及认证基础上的相关标准。任何违背条款和条件的申请方都会被排除(如: 基本条款和条件, 采购条款和条件)。

II. Secrecy, Confidentiality, Data Protection Between qualityaustria and the Certificate Holder, Approval to Disclose Addresses and Advertising Materials

第二部分: 保密性, QA及证书所有方的信息保护, 同意公开地址及宣传材料

1. qualityaustria undertakes to comply with the provisions of the Austrian Data Protection Act (DSG 2000). Any information which the applicant may have made available to qualityaustria and which is not public domain will be kept confidential. QA 承诺遵守奥地利数据保护法(DSG2000)。对于任何申请方提供予QA的未公开信息都将保密。
2. qualityaustria undertakes not to disclose to third parties any confidential information about the applicant which may arise from its activities (including but not limited to audit reports and other written statements concerning the results of its activities), except with the applicant's written consent, unless qualityaustria is required to disclose that information by law or unless the disclosure of such information is absolutely necessary for the performance of the contract. This applies also during the period after the order was executed in accordance with its terms and conditions. These documents will be destroyed after the expiration of twelve years. 在没有申请方的同意的情况下, QA承诺不会对第三方公开任何从申请方认证活动中获得的机密信息(包括审核报告及其他有关认证结果的书面声明), 除非是法律上的要求或是完全根据合同执行的需要。此承诺对于按条款和条件完成执行的订单也同样适用。这些文件将在12年到期后销毁。

3. The applicant agrees that the information referred to in paragraph 2 (especially audit reports) of the accreditation or registration agency (e.g. BMWFJ, VDA-QMC, IATF, KBA) will be made available at the latter's request and that that agency may participate at audits on site. 申请方同意以上第二段提到的相关信息（特别是审核报告）在需要时将提供给相关认可或注册机构（如：BMWFJ, VDA-QMC, IATF, KBA）并接受该机构参与现场审核。

4. The applicant agrees that qualityaustria will process his address details in order to send him information and advertising material about qualityaustria's services and products. The applicant further agrees that the information mentioned above will be sent to the affiliated organizations ÖQS, ÖVQ, ÖQA and AFQM, which will use that information for promotional material concerning their training, evaluation, auditing, and certification services and products. The applicant agrees to receive a reasonable amount of promotional material and information about the products and services of qualityaustria, ÖQS, ÖVQ, ÖQA and AFQM by surface mail, fax, and e-mail. The applicant may revoke that consent at any time. 申请方/获证组织同意QA获知其具体地址以发送相关信息及QA服务和产品的宣传资料。申请方/获证组织进一步同意以上涉及的信息发送至ÖQS, ÖVQ, ÖQA和AFQM隶属机构, 用来作为其培训, 评估, 审核, 认证服务和产品的宣传资料。申请方/获证组织同意以平邮, 传真, 邮件形式接收合理数量的有关QA, ÖQS, ÖVQ, ÖQA和AFQM产品和服务的宣传材料及信息。获证组织可在任何时候撤销该同意。

5. The applicant acknowledges that the Austrian Accreditation Act and the relevant standards (esp. EN ISO/IEC 17021) require qualityaustria to make available a publicly accessible registry of the certifications granted. The registry, which may be retrieved on qualityaustria's website, will list the valid certificates and their holders along with the following information: name/company name and address of the applicant, certificate number, scope of application, and applicable normative documents. The applicant agrees that this information be published on qualityaustria's website. The applicant also agrees that a link be created to the certified organization's homepage. 申请方/获证组织认可奥地利认证法及相关标准（特别是EN ISO/IEC 17021）要求QA提供一个注册证书的公开访问路径。该注册可在QA的网页上查询, 注明证书的有效性及其所有方的相关信息: 名称/申请方的公司名称和地址, 证书标号, 申请范围, 适用的标准文件。申请方同意此信息公布在QA的网页。申请方还同意创建一个链接到认证组织的主页。

III. Liability of qualityaustria 第三部分 QA 责任

1. qualityaustria is liable to the applicant only for intentional and grossly negligent breach of its contractual obligations subject to the following terms and conditions. qualityaustria shall not be liable in any event for slight and plain gross negligence. QA仅在蓄意和有严重疏忽违反其合同义务时对申请方须承担以下条款和条件。对于轻微不严重的疏忽QA不承担任何责任。

2. qualityaustria's liability shall be limited to typically predictable damage which the applicant has incurred, and its amount shall be limited to the remuneration actually paid to the qualityaustria partner for the underlying certification activities. QA的责任应限于申请方已遭受的典型地可预见的损害, 其赔偿金额限于认证活动前已支付予QA合作方的数额。

3. qualityaustria shall not be liable in any event for lost profit, consequential damage, direct and indirect damage, and pure property damage of any kind. QA不承担客户在经营上的利润损失, 或连带伤害, 直接和间接损害, 以及任何形式的财产损失, 。

4. Any claim for damages shall become statute-barred unless it is asserted in court within six months after the beneficiary has become aware of the damage, and in any event not later than within two years after the triggering event has occurred. 除非受益方在意识到损害后的6个月内向法庭提出申诉, 否则任何索赔请求都是无效的。且不得迟于触发事件发生的2年内。

5. To the extent permitted by law and unless specifically otherwise agreed with qualityaustria in writing, the applicant guarantees that qualityaustria's services will be used solely for the applicant's and not for third parties' purposes. If services provided by qualityaustria are nevertheless passed on to third parties or used for third parties, this will not create a liability on the part of qualityaustria toward that third party. 在法律的允许条件下, 除非有另外与QA的书面协议, 申请方保证QA服务将仅用于申请方而不是出于第三方的目的。如果QA的服务被转嫁于第三方或用于第三方, QA对第三方不承担任何责任。

6. Should qualityaustria, by way of exception, be liable toward a third party, the terms and conditions of this Section III, including but not limited to all limitations of liability included therein, shall be applicable not only in connection with the relationship between qualityaustria and the applicant, but also in connection with the relationship with that third party. Whenever a third party is asserting

damages against qualityaustria, the applicant will fully hold harmless and indemnify qualityaustria for and against these claims. 作为例外情况, 当QA对第三方承担责任时, 第三部分的条款和条件包括所有责任限制应同时适用于QA和申请方的关系, 及与第三方的关系。无论何时当第三方向QA提出损害赔偿, 申请方将全部承担所有伤害和赔偿。

7. The agreed maximum liability referred to in paragraph 2 above shall be applicable in total only once for all injured parties, even if several persons (the applicant and a third party or even several third parties) have incurred a loss. Injured parties will be compensated in the chronological order of arrival of their claims. 第二段所提到的商定的最高赔偿责任对所有受损方只适用一次, 即使个别人员(申请方及第三方或者数个第三方)已遭受损失。赔偿将根据收到诉求的时间顺序来依次处理。

IV. Intellectual Property Rights 第四部份: 知识产权

1. All documents which qualityaustria may provide either as hard copies or in electronic form, such as e.g. self-evaluation sheets, forms, or checklists shall be qualityaustria's intellectual property and may be used only for the purposes intended by qualityaustria. Any other use or dissemination shall be prohibited, except with qualityaustria's express written consent. Failing such consent by qualityaustria, these documents may neither be reproduced nor made available to third parties. Otherwise, qualityaustria may assert a contractual penalty of € 30,000 for each violation, without prejudice to its right to assert further damages. 所有QA的文件无论是纸质的或是电子版, 如: 自我评价表, 或检查表, 都是QA的知识产权并只为QA所用。除有QA书面同意外, 严禁任何其他使用或散布。在没有QA同意的情况下, 这些文件既不可复制也不得提供给第三方。否则QA将会对每项违规诉诸30,000欧元的合同违约金赔偿。

V. Safeguarding qualityaustria's Impartiality and Independence 第五部分: QA保证的公正性和独立性

1. The applicant ensures that he will refrain from anything that could prejudice the independence of the persons assigned by qualityaustria and the qualityaustria partner. This applies particularly to offers for consulting activities or employment or orders for that person's own account. 申请方确保不影响对QA委任人员及QA合作方的独立性。特别是适用于有关咨询活动或雇佣, 或利害相关人员。

2. In order to guarantee its impartiality, qualityaustria and the qualityaustria partner will not provide consulting services that are the object of a commissioned conformity assessment which will lead to the granting of a certificate. 为了保证公正性, QA和QA合作方将不予提供以符合评估并最终获证为目的的咨询服务。

VI. Requirements for the Granting/Maintenance of qualityaustria Certificates

第六部分: 核发/维持QA证书的要求

1. qualityaustria certificates have a date of first issuance, a validity date, and an issuing date. Each qualityaustria certificate also has a registration number which qualityaustria will assign only once and which is therefore clearly traceable. QA证书上有首次发行的日期, 有效期, 核发日期。每张证书同时具有一个唯一的注册号以方便追溯。

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 issuance. 首次发行的日期在整个周期内都将保持不变, 并且此后只要有效性不间断, 证书上都会出现首次发行日期。

3. The validity date defines the validity of the certificate. During the relevant validity period, the applicant is required to commission qualityaustria or the qualityaustria partner with annual surveillance audits. Unless otherwise agreed or prescribed by the accreditation or registration agency, 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 otherwise provided by the applicable mandatory provisions). 有效日期规定了证书的有效性。在有效周期内, 申请方必需委任QA或QA合作方进行年度的监督审核。除非得到认可或注册机构有另外协商或规定, 一张QA证书的有效性为三年, 每年进行的监督审核有效期为12个月。监督审核的延期和提前都不得超过3个月, 并需提供一份书面原因说明。(除非有另外的适用的强制性条款除外;例如: TS16949的每年审核周期和证书有效期的规定有更严格规定,需依照IATF的TS16949认证规则进行)

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. 核发日期是证明最近一次换证的日期。如: 申请扩大证书范围或有效期的更新。

5. The scope of application is the entire organization. A pertinent note in the certificate will describe whether it is confined to certain business or product areas, sectors, locations or subsidiaries. 申请的范围涵盖整个组织，证书中会有相关描述说明是否仅限特定业务或产品领域，部门，地点或子公司。

6. Sub-certificates may be issued for organizations with several independent scopes/management systems. The collective right to independently use these is acquired by payment of the relevant royalties per organization for all scopes. 针对组织个别的独立范围/管理体系可核发子证书。企业支付的相关版权后可享有独立使用权。

7. Certificates may be renewed at most three months prior to the expiration of their validity for another validity period, provided that it is proven during a qualityaustria re-certification audit that the management system as a whole is effective. The maintenance of the renewed certificate will again be governed by the conditions described above. 证书在过期前最多三个月内可进行有效性的更新，只需在QA执行的重新审核中得以证实该管理体系整体有效即可。新证书的维持依旧按照以上所述条件。TS16949证书每3年的换证需依照IATF的TS16949认证规则进行

8. Should qualityaustria determine any non-conformities, these shall be effectively eliminated within not more than six months in order to maintain that certificate, though shorter deadlines may apply by virtue of national and international regulations such as IAF/EA Directives, requirements of the accreditation agency, or laws/regulations (EMAS Regulation, etc.). Improvement actions shall be evidenced in the course of a post-audit and/or by way of documentation, at qualityaustria's discretion. Unless corrective action is taken within the agreed period, certification may be limited, temporarily suspended or permanently withdrawn. 如果QA确定了任何不符合项，那这些不符合项应在6个月内被有效消除以维持证书，当然诸如IAF/EA指南，认可机构要求或法律法规等（EMAS规则）地方和国际标准可能采用更短的期限。根据QA的考虑，改善措施应该在后续追加审核或以文件形式得以证实。如果不能在规定时间内采取纠正措施，证书将会被限制，暂停或永久撤销。

VII. Rights and Obligations of Holders of a qualityaustria Certificate and Conformity Mark 第七部分: QA证书及符合标志持有人之权限和义务

1. A holder of a qualityaustria certificate may use the qualityaustria conformity mark (hereinafter referred to as "qualityaustria Mark") subject to the terms and conditions described below. Graphic modifications of this mark are permitted only with qualityaustria's written consent. QA证书持有人可根据以下条款和条件来使用QA符合标志（参考下文“QA标志”）。未得到QA书面同意的情况下，此标志的图形不得更改。



2. The right to use the qualityaustria Mark may not be transferred to third parties. QA 标志的使用权不可转嫁予第三方。

3. The qualityaustria Mark may be carried and used for advertising purposes up to six months after the validity of the qualityaustria Mark has expired. Advertising may not be misleading and shall clearly imply whether an organization or organizational unit or a process is certified. The qualityaustria Mark may not be used in a manner which could be interpreted as marking the product conformity. The qualityaustria Mark may not be used on laboratory test reports, calibration certificates or inspection reports. The precise wording of the certificate must be used to indicate its scope. QA标志可作为宣传目的使用至过期后的6个月内。宣传不得是误导性的，应该明示是否是组织，或部门，或过程得以认证。该标志在某种程度上不得用于产品的符合性，不得用于实验测试报告，校准证书或检验报告。证书上须使用精确的措辞以明确其范围。

4. The holder of a qualityaustria certificate or of a qualityaustria 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. QA证书或标志所有人需承诺严格遵循公平竞争原则。QA证书和标志不可用于误导性或辱骂形式。

5. The holder of a qualityaustria certificate is required to immediately report (within five workdays) organizational changes in the scope, e.g. reorganizations, abandonment of existing and extension of

new business activities, and other material changes of a certified management system by written notice to qualityaustria. QA证书持有人需立即以书面形式向QA通报（五个工作日内）组织范围的改变，如：重组，现有业务的停止，新业务活动的拓展及管理体系中其他的变更。

6. The management system must be demonstrably further developed by taking systematic actions such as e.g. internal audits or periodic assessment of the management system within the respectively applicable periodicity – currently twelve months - if the relevant standards (e.g. ISO 9001, ISO 14001, etc...) so require. 管理体系须通过系统性的措施得以进一步发展，如：周期性内审或阶段性评估-最近12个月-如相关标准要求（ISO 9001, ISO 14001 等）。

7. All third-party complaints concerning the management system shall be immediately reported to qualityaustria (within five workdays) by written notice. Every complaint must be assessed, and the necessary corrective action must be introduced. These complaints and actions shall automatically be disclosed to qualityaustria in the course of qualityaustria's next on-site service. 所有第三方与管理体系相关的投诉都需立即以书面形式通知QA（五个工作日内）。每个投诉都需进行评估并采取必要的纠正措施。这些投诉和措施应在下一次现场审核时自行对QA公开。

VIII. Withdrawal of qualityaustria Certificates and qualityaustria Conformity Marks **第八部分: QA证书和符合性标志的撤销**

1. qualityaustria may limit the certification scope accordingly or may temporarily or permanently withdraw certification with immediate effect if the requirements for maintaining a certificate described in Section VI or the requirements described in Section VII are not fulfilled. The same shall apply if the remuneration for the services provided by qualityaustria(incl. fees for the issuance of the certificate and the right of use) are not paid to qualityaustria in time. The relevant date shall be the receipt of payment by qualityaustria. 如果无法达到第六或第七部分中对于维持证书的要求，QA可以即刻对认证范围进行相应限制，或暂时/永久地撤销证书。对于不能及时向QA支付相关服务费用的情况也应同样处理（包括证书核发及使用权的费用）。付款日应为收到QA支付明细的日期。

2. Any such limitation or withdrawal will be communicated by qualityaustria by written notice, will be published and shall be valid upon receipt of such notice. 任何诸如此类的限制和撤销QA将以书面形式通知并公布，此通知在收到当日即刻生效。

3. In case of any limitation or withdrawal of a certification, the holder undertakes to return the qualityaustria certificates to qualityaustria by registered letter, to cease any use of the qualityaustria Mark, and to ensure that documents which contain a reference to his certification, including those documents supplied to business partners for distribution, are longer disseminated or use thereof is discontinued within six months. In case of violation of this provision, qualityaustria may assert a contractual penalty of € 30,000 for each violation, without prejudice to its right to assert further damages. 当发生任何认证限制或撤销时，证书持有人需以挂号信形式将证书退回给QA，并停止一切QA标志的使用，同时需确保一些含有其认证信息的文件，包括那些分发至业务合作方的文件将不得再传播或在六个月内停止其使用。一旦违反了该条款，QA将对每项违规诉诸30,000欧元的合同违约金赔偿。

IX. Final Provisions 第九部分: 最终条款

1. Any amendment to and modification of these Terms and Conditions shall be made in writing. 对于此条款和条件的任何修正和修改需以书面形式进行。

2. Should one or several terms hereof be invalid, this shall not affect the validity of the remaining terms hereof. The invalid term shall be replaced by a term that closest reflects the commercial purpose of these Terms and Conditions. 如果有个别条款无效，这不会影响其余条款的有效性。无效条款应由其他最能反映这些条款和条件商用目的的条款代替。

3. All disputes which may arise out of or in connection with this Agreement shall be exclusively referred to the courts in Vienna, Innere Stadt. 一切由本协议所引发的或与之有关的纠纷都应向维也纳法院提起诉讼。

4. This Agreement shall be governed by and construed in accordance with Austrian law, to the exclusion of its conflict of law rules and the UN Sales Convention. 除却其法律冲突规则和联合国销售公约，本协议应按照奥地利法律管辖和解释。