

**Sertifikacija pojedinaca – opšti pojmovi i uslovi**

Proces: G – Pružanje usluga

**OPŠTE ODREDBE I USLOVI  
 QUALITY AUSTRIA – OBUKE, SERTIFIKACIJA I EVALUACIJA,  
 VAŽI OD MARTA 2020.**

 Odnosi se na sertifikaciju pojedinaca, obuku i trening Podložno promenama. Opšti pojmovi i uslovi, kao i izmene, dostupni su na [www.qualityaustria.rs/gtc](http://www.qualityaustria.rs/gtc).

**I. VAŽENJE I OBLAST PRIMENE**

- Ovi pojmovi i uslovi sertifikacije su primenljivi na svim ne-Austrijskim podnosiocima zahteva i nosiocima sertifikata izdatih od strane Quality Austria –Obuke, Sertifikacija i Evaluacija GmbH (u daljem tekstu Quality Austria ili qualityaustria) za sertifikaciju pojedinaca, obuku i treninge.
- Za podnosiocima zahteva sa prebivalištem izvan Austrije, sertifikacija se najčešće vrši od strane partnera Quality Austrije, koji pružaju specifične sertifikacione aktivnosti (posebno obuke i ispite) u koordinaciji sa Quality Austrijom i pružaju lokalnu podršku podnosiocima zahteva. Usluge koje pružaju partneri qualityaustria-e podležu njihovim opštim uslovima i odredbama uz Međunarodne uslove sertifikacije Quality Austrije.
- Prilikom podnošenja zahteva za qualityaustria sertifikat, edukaciju i obuku, podnosilac zahteva prihvata sledeće odredbe i uslove. Podnosioci zahteva će se smatrati učesnicima u procesu sertifikacije, edukacije i obuke („Učesnici“) i, ako je primenljivo, kompanija koja pravi registraciju.
- Sertifikati izdati od strane Quality Austria-e podležu isključivo sledećim uslovima i odredbama i odnose se na relevantne standarde na kojima se zasniva sertifikacija. Bilo koji odstupajući uslovi i odredbe (npr. Uslovi standardizacije, uslovi kupovine)podnosioca zahteva su izričito isključeni.

**II. ZAŠTITA PODATAKA, TAJNOST, POVERLJIVOST, PRISTANAK ZA PRIMANJE REKLAMNIH MATERIJALA**

- Quality Austria se se obavezuje da će poštovati važeće zakone o zaštiti podataka, posebno Opštu regulativu o zaštiti ličnih podataka (General Data Protection Regulation -GDPR),pri radu sa ličnim podacima. Bilo koji lični podatak prikupljen od strane Quality Austria-e u vezi sa sertifikacionim aktivnostima biće skladište elektronski i obrađen od strane Quality Austria-e kao „kontrolora“ u značenju GDPR-a u svrhu izdavanja qualityaustria sertifikata, za neophodnu (audit) dokumentaciju u skladu sa zakonskim odredbama ili relevantnim standardima, u računovodstvene svrhe kao i za upravljanje odnosom sa klijentima, uključujući davanje ponuda za druge usluge qualityaustria-e (npr. Resertifikacija i dodatna sertifikacija, relevantne obuke). Pravni osnov za obradu je član 6.1(b) GDPR (izvršenje ugovora, dokle god je predmet podataka potpisnik ugovora), član 6.1(f) GDPR-a (legitimni interesi između Quality Austriae i podnosioca zahteva za obezbeđenje dogovorenih usluga radi povećanja kvaliteta) i član 6.1(c) GDPR-a (pravne obaveze Quality Austriae).
- Quality Austria će čuvati sve lične podatke dokle god je to neophodno za postizanje gore pomenute svrhe. Glavni podaci koji se odnose na podnosioca zahteva (uključujući službenike ovlašćene da predstavljaju podnosioca zahteva, njihove kontakte) kao i sve podatke koji se odnose na istoriju zahteva biće sačuvani do kraja poslovnog odnosa i do kraja garancije, ograničenja i zakonskih rokova zadržavanja. Svaki izveštaj i dokumentacija sa audita će se generalno čuvati na period od 12 godina, osim ako normativni ili zakonski propisi ne obavezuju duži period zadržavanja.

**GENERAL TERMS AND CONDITIONS  
 OF QUALITY AUSTRIA - TRAININGS, ZERTIFIZIERUNGS UND  
 BEGUTACHTUNGS GMBH, VALID AS OF MARCH 2020  
 Concerning personnel certification, education and training  
 Subject to changes. The General Terms and Conditions, as  
 amended, are available at [www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc).**
**I. VALIDITY AND SCOPE**

- These International Certificate Conditions are applicable to all non-Austrian applicants and holders of certificates issued by Quality Austria - Trainings, Zertifizierungs und Begutachtungs GmbH (hereinafter referred to as Quality Austria or qualityaustria) for personnel certification and education and training.
- For applicants domiciled outside of Austria, certification will usually be carried out in cooperation with local qualityaustria partners, who will provide specific certification activities (esp. organization of courses, examinations) in coordination with Quality Austria and provide local support to applicants. The services provided by the qualityaustria partner shall be subject to its general terms and conditions, which shall apply in addition to these International Certificate Conditions of Quality Austria.
- By applying for a qualityaustria certificate, education and training, applicants acknowledge the following terms and conditions. Applicants shall be considered those individuals who participate in the certification, education and training procedure (“Participants”), and, if applicable, the company that makes the registration.
- Certificates issued by Quality Austria shall be subject solely to the following terms and conditions and to the relevant standards on which certification is based. Any deviating terms and conditions (e.g. standard terms and conditions, terms and conditions of purchase) of the applicant are expressly excluded.

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

- Quality Austria undertakes to comply with applicable data protection laws, in particular the EU General Data Protection Regulation (GDPR), when processing personal data. Any personal data collected by Quality Austria in relation to the certification activities will be stored electronically and processed by Quality Austria as “controller” within the meaning of the GDPR for the purpose of issuing a qualityaustria certificate, for necessary documentation according to statutory provisions or relevant standards, for accounting purposes as well as for customer relationship management, including submission of offers for other qualityaustria services (e.g. re-certifications and add-on certifications, relevant training). The legal basis for the processing is Art 6.1(b) GDPR (performance of a contract, as far as the data subject is party to the contract), Art 6.1(f) GDPR (legitimate interests pursued by Quality Austria and the applicant in the provision of the agreed qualityaustria services) and Art 6.1(c) GDPR (legal obligations of Quality Austria).
- Quality Austria will store any personal data as long as may be necessary to achieve the above purposes. Any master data of an applicant (first and family name, title, date of birth, place of birth, private address and private contact details, business data, such as business address, position, business contact details) as well as any data concerning order history will be stored until the end of the business relationship and then archived until the end of the warranty, limitation and statutory retention periods. Any application forms, verification reports (which include information of the exam) as well as any other documents related to certification will generally be stored for a period of 12 years, unless normative and statutory regulations provide for a longer retention period.

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3. Sve informacije dostavljene od strane podnosioca zahteva, koje nisu javne biće čuvane kao poverljive. Quality Austria se obavezuje da trećim licima ne otkrije nikakve poverljive informacije o podnosiocu zahteva koje proizlaze iz njegovih aktivnosti (uključujući, ali ne ograničavajući se na, izveštaje sa provera i drugih pismenih izjava u vezi sa rezultatima aktivnosti Quality Austria-e), bez pismene saglasnosti podnosioca zahteva, osim ako Quality Austria nije obavezna da otkrije takve podatke po zakonu ili ako otkrivanje takvih informacija nije apsolutno neophodno za izvršenje ugovora. Ovo važi i nakon izvršenja naloga po dogovoru.

4. Podnosilac zahteva potvrđuje da će svaka informacija o podnosiocu zahteva koja je stavljena na raspolaganje Quality Austria-i ili proizilazi iz njenih aktivnosti (uključujući, ali ne ograničavajući se na izveštaje sa provere), biti dostupna organima za akreditaciju ili sertifikaciju (npr. BMDW, VDA-QMC, IATF, KBA) na zahtev i da svako takvo telo može učestvovati u proverama na lokaciji. Podnosilac zahteva potvrđuje i pristaje da posmatrači Quality Austrije (npr. Proveravači svedoci ili pripravnici) mogu učestvovati u sertifikacionim aktivnostima na lokaciji.

5. Podnosilac zahteva mora da obezbedi da svi lični podaci koje je podnosilac zahteva dostavljao partneru Quality Austria-e mogu proslediti i obraditi od strane Quality Austria-e u kontekstu pružanja usluga. Podnosilac zahteva mora da poštuje sve važeće odredbe o zaštiti podataka i da dobije bilo kakvu saglasnost koja bi mogla biti potrebna. Podnosilac zahteva će u to m pogledu štiti i osigurati Quality Austria-u.

6. Ako je podnosilac zahteva pravno lice, onda se slaže da Quality Austria može obraditi kontakt podatke, kako bi podnosiocu zahteva poslala informacije i reklamni materijal o qualityaustria obukama, uslugama verifikacije i sertifikacije i proizvodima. Podnosilac zahteva se takodje slaže da će gore pomenuti podacibiti poslati pridruženim organizacijama qualityaustria-e ÖQS, ÖVQ, ÖQA i AFQM koje će koristiti te podatke za promotivnu poštu u vezi sa obukama, uslugama verifikacije i sertifikacije i proizvodima. Podnosilac zahteva se slaže i da prima od Quality Austria-e, ÖQS, ÖVQ, ÖQA i AFQM putem pošte, faksa i e-maila reklamne materijale i informacije u vezi sa proizvodima i uslugama ovih organizacija. Podnosilac zahteva može povući svoj pristanak u bilo koje vreme.

7. Podnosilac zahteva priznaje Austrijski zakon o akreditaciji i odgovarajuće standarde (uključujući ali se ne ograničavajući na ISO/IEC 17021) koji zahtevaju da Quality Austrija da na raspolaganje javnu listu sertifikata. Lista je dostupna na sajtu qualityaustrije i obuhvata sve sertifikate, kao važenje do određenog vremena, i njihove nosioce, uključujući sledeće podatke: ime/ ime organizacije i adresa nosioca sertifikata, broj sertifikata, obim primene i važeća normativna dokumenta. Podnosilac zahteva se slaže da se takvi podaci objave na qualityaustria sajtu. Podnosilac se takodje slaže da link bude kreiran na veb stranici sertifikovane organizacije.

8. Quality Austria ističe da u skladu sa Zakon o zaštiti podataka o ličnosti ((Sl glasnik RS broj 87/2018) i Opštom EU regulativom o zaštiti podataka, subjekti podataka imaju pravo pristupa svojim ličnim podacima koji su obrađeni, kao i pravo na ispravku, brisanje, ograničavanje obrade i prenosivost podataka. Pravo na brisanje podataka može biti ograničeno u slučajevima predviđenim zakonom, naročito zbog zakonskih obaveza zadržavanja podataka koje Quality Austria mora zadovoljiti ili na osnovu bilo kakvog prevelikog legitimnog interesa Quality Austria-e.

3. All information made available to Quality Austria by an applicant which is not public domain will be kept confidential. Quality Austria undertakes not to disclose to third parties any confidential information about an applicant which arises from its activities, except with the applicant's written consent, unless Quality Austria is required to disclose such information by law or unless the disclosure of such information is absolutely necessary for the performance of the contract. This applies also after an order was performed as agreed.

4. The applicant acknowledges that any information about the applicant which is made available to Quality Austria or arises from its activities will be made available to the accreditation or certification body (e.g. BMDW, VDA-QMC, IATF, KBA) on request and that any such body may participate in relevant certification activities.

5. The applicant shall ensure that all personal data provided by the applicant to the qualityaustria partner may be forwarded and processed by Quality Austria in the context of providing its service. The applicant shall observe all applicable data protection provisions and obtain any consent that may be necessary. The applicant shall hold harmless and indemnify Quality Austria in this respect.

6. If there is any overriding legitimate interest, Quality Austria will use the applicant's personal data mentioned in the application form (first and family name, title, date and place of birth, phone number, email address, private and business address) to send the applicant by mail, email or any other communication channel information and advertising materials concerning qualityaustria's services and products, news and any other customer information which may be of interest to the applicant, as long as the applicant has not withdrawn his or her consent or objected to processing for direct marketing purposes. If the applicant is a legal entity, the applicant hereby agrees to receive from Quality Austria and its affiliated organizations ÖQS, ÖVQ, ÖQA and AFQM by mail, fax and email advertising materials and information concerning products and services of these organizations. The applicant may revoke his or her consent at any time.

7. The applicant acknowledges that the Austrian Accreditation Act and pertinent standards (including, but not limited to, EN ISO/IEC 17024) require Quality Austria to make available a publicly accessible list of certifications made. The list which is available on qualityaustria's website includes all certificates, as valid from time to time, and their holders. The applicant agrees that such information is published on qualityaustria's website.

8. Quality Austria points out that pursuant to the EU General Data Protection Regulation, data subjects have the right to access their personal data which have been processed as well as a right to rectification, erasure, restriction of processing and data portability. The right to erasure of data may be limited in the cases referred to by law, especially due to statutory retention obligations Quality Austria needs to satisfy, or based on any overriding legitimate interest of Quality Austria.

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Pored toga, u slučajevima predviđenim zakonom, svaki subjekt podataka može se protiviti obradi njegovih / njenih ličnih podataka. Subjekti podataka se mogu protiviti daljem korišćenju ličnih podataka u bilo koje vreme, besplatno i bez davanja specifičnog razloga. Da ostvarite Vaša prava, molim Vas kontaktirajte [datenschutz@qualityaustria.com](mailto:datenschutz@qualityaustria.com). Subjekti podataka takođe imaju pravo da podnesu žalbu nadležnom organu. U Austriji, nadležni nadzorni organ je Austrian Data Protection Authority (Datenschutzbehörde). Dalje informacije o zaštiti podataka od strane Quality Austria dostupne su na [qualityaustria](http://qualityaustria.com/privacypolicy) sajtu [www.qualityaustria.com/privacypolicy](http://www.qualityaustria.com/privacypolicy).

**III. ODGOVORNOST QUALITY AUSTRIA-e**

1. Quality Austria je generalno odgovorna podnosiocu prijave samo zbog bilo kršenja svojih ugovornih obaveza namerno ili zbog nepažnje, s obzirom na sledeće odredbe. Uprkos pažljivom proveravanju, Quality Austria ne prihvata nikakvu garanciju za ispravnost, potpunost i ažurirani status kursa i ispita i bilo koje druge publikacije.

2. Svaka odgovornost Quality Austria-e ograničena je na tipično predvidljivu nastalu štetu podnosioca zahteva i ne sme prekoračiti iznos naknade plaćene Quality Austria ili partneru Quality Austria-e za osnovne usluge sertifikacije.

3. Quality Austria se odriče bilo kakve odgovornosti za izgubljeni profit, bilo kakve posledične štete prouzrokovane defektom, bilo kakvom direktnom ili indirektnom štetom i bilo kakvom čistom materijalnom gubitku.

4. Osim ako se na sudu pojavi bilo kakav zahtev za naknadu stet podnosioca zahteva u rokovima predviđenim Zakonom o obligacionim odnosima ("Službeni list SFRJ", br.29/78, 39/85, 45/89, 57/89 i "Službeni list SRJ" br.31/93) bilo koji takav zahtev postaje zastareo.

5. U meri u kojoj to dozvoljava zakon i ako se u pisanju izričito drugačije ne dogovori sa Quality Austria-om, podnosilac zahteva garantuje da će usluge [qualityaustria-e](http://qualityaustria.com) koristiti samo za potrebe podnosioca zahteva, a ne za treće strane. Ako usluge koje obezbeđuje Quality Austria prenose ili koriste za treće strane, Quality Austria ne odgovara trećoj strani.

6. Ako je Quality Austria odgovorna trećoj strani usled izuzetka, odredbe lana , uključujući ali ne ograničavajući se na sva ograničenja i odgovornosti obuhvaćene u njemu, primenjuju se ne samo između Quality Austria-e i podnosioca zahteva, već i treće strane. ad god treća strana tvrdi štetu protiv Quality Austria-e, podnosilac zahteva će se u potpunosti držati bezopasno i obeštetiće Quality Austria-u za i protiv takvih tvrdnji.

7. Suma maksimalne obaveze koja je dogovorena u stavu 3 gore, primenjuje se u zbiru samo jednom za sve oštećene strane, čak i kada je nekoliko strana (podnosilac zahteva i treća strana ili više trećih strana) došlo do gubitka. Oštećene strane će dobiti nadoknadu hronološkim redom u kojem su podneta njihova potraživanja.

8. Gore navedena ograničenja odgovornosti će se primenjivati i za bilo kojeg pravnog zastupnika, zaposlenog i pomoćnika (uključujući, ali se ne ograničavajući na bilo kog proveravača) Quality Austria-e ako je bilo koji zahtev direktno potkrepljen protiv bilo kog od gore navedenih, iako ne postoji ugovorni odnos između njih i podnosioca prijave i ne postoji ugovorna obaveza.

**IV. PRAVA INTELJEKTUALNE SREDINE**

1. Sva dokumenta sa treninga i ispita koja Quality Austria može pružiti u papirnoj ili elektronskoj formi biće intelektualna svojina Quality Austria-e. Takva dokumenta su dostupna polaznicima usluga [qualityaustria-e](http://qualityaustria.com) samo za obuku i obrazovne svrhe i ličnu upotrebu. Bilo koja druga upotreba ili otkrivanje je zabranjeno, osim uz izričitu pismenu saglasnost. Ukoliko nedostaje saglasnost, dokumenta se ne smeju kopirati niti davati drugim licima.

*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/privacypolicy](http://qualityaustria.com/privacypolicy).*

**III. LIABILITY OF QUALITY AUSTRIA**

1. Quality Austria is generally liable to the applicant only for any violation of its contractual obligations by intent or recklessly gross negligence, subject to the following provisions. Despite careful examination, Quality Austria does not accept any warranty for the correctness, completeness and updated status of course and examination documents and any other publication.

2. Any liability of Quality Austria is limited to typically foreseeable damage incurred by the applicant and shall not exceed the amount of remuneration paid to Quality Austria or the [qualityaustria](http://qualityaustria.com) partner for the underlying certification services.

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

4. Unless any claim for damages is asserted in court within six months of the eligible party becoming aware of such damage, and at least within two years of the event triggering a claim, any such claim shall become statute-barred.

5. To the extent permitted by law and unless expressly otherwise agreed with Quality Austria in writing, the applicant guarantees that [qualityaustria's](http://qualityaustria.com) services will only be used for the applicant's purposes and not for third parties. If services provided by Quality Austria are passed on to or used for third parties, Quality Austria will not be liable to that third party.

6. If Quality Austria is liable to a third party by way of exception, the provisions of this Section VII, including, but not limited to, all limitations of liability included therein, shall be applicable not only between Quality Austria and the applicant but also to that third party. Whenever a third party asserts damages against Quality Austria, the applicant will fully hold harmless and indemnify Quality Austria for and against such claims.

7. The maximum liability sum agreed in paragraph 2 above shall be applicable in aggregate only once to all injured parties, even if several parties (the applicant and a third party or more third parties) have incurred a loss. Injured parties will be compensated in the chronological order in which their claims were lodged.

8. The above limitations of liability shall also apply to any legal representative, employee and vicarious agent (including, but not limited to, any auditor) of Quality Austria if any claim is directly asserted against any of the foregoing although there is no contractual relationship between them and the applicant and no contractual liability applies.

**IV. INTELLECTUAL PROPERTY RIGHTS**

1. All course and examination documents which Quality Austria may provide as hard copies or in electronic form shall be [qualityaustria's](http://qualityaustria.com) intellectual property. Such documents are made available to participants of a [qualityaustria](http://qualityaustria.com) service only for training and education purposes and for personal use. 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.

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2. Osim uz saglasnost Quality Austria-e, polaznici qualityaustria-e ne mogu praviti slike, audio ili video snimci.

3. U suprotnom Quality Austria može zatražiti naplatu kazne od 30000 € za svako kršenje, bez narušavanja prava Quality Austria-e da potvrdi naknadu štete.

**V. ZAHTEVI ZA IZDAVANJE SERTIFIKATA**

1. Sertifikat se izdaje samo nakon uspešnog prolaska na ispitu. Učesnici treba da se registruju odvojeno za svaki ispit (aplikacija za sertifikaciju). Prijavljivanjem za polaganje, učesnik se slaže sa zadovoljavanjem uslova za sertifikaciju, pružanjem svake informacije potrebne za evaluaciju, uključujući, ali se ne ograničavajući na informacije o relevantnim kvalifikacijama, i prihvata ove Pojmove i uslove.

2. Prijavljivanjem za polaganje, učesnik prihvata pojmove i uslove opisane u članu V koji se odnose na nosioce sertifikata u slučaju izdavanja sertifikata.

**VI. ZAHTEVI ZA NOSIOCE SERTIFIKATA**

Nosioci sertifikata moraju poštovati sledeće uslove:

1. Svaki nosilac ili podnosilac zahteva za sertifikat može pregledati procese koji dovode do sertifikacije kompetencija uz prethodno pismeno obaveštenje Quality Austria-e.

2. Nosioci sertifikata trebali bi uložiti sve napore da promovišu, lansiraju i nastave sa korišćenjem savremenih metoda upravljanja koje propisuje Quality Austria u vezi sa njihovim profesionalnim radom.

3. Nosioci sertifikata se obavezuju da sve vreme upotpunjuju i ažuriraju svoja znanja i veštine pohađanjem posebnih stručnih događaja, proučavanjem literature i aktivno učestvujućih grupa itd.

4. Nosioci sertifikata trebali bi inicirati i održati saradnju sa kolegama iz drugih kompanija, industrija i oblasti. Oni mogu tražiti podršku od Quality Austria u vezi sa ovim aktivnostima (npr. Grupe ERFA, krug, itd.).

5. Svaki nosilac sertifikata se može prijaviti za obnovu svog sertifikata pre nego što on istekne i ima pravo da dobije takvo obnavljanje nakon zadovoljavanja potrebnih zahteva. Svako obnavljanje sertifikata nosioca podleže zahtevima koji se primenjuju s vremena na vreme.

6. Nosioci sertifikata obavezuju se da obezbede neophodne dokumente kako bi dokazali svoju kompetentnost i praktično iskustvo (npr. privremeni sertifikati, opis posla itd); takva dokumentacija mora odražavati trenutne okolnosti i biti pružena na zahtev Quality Austrije ili tokom resertifikacije.

7. Sertifikati treba da ostanu vlasništvo qualityaustria-e i. Od nosilaca sertifikata se zahteva da koriste qualityaustria sertifikate samo u skladu sa njihovom namenom. Nosioci sertifikata ne smeju koristiti qualityaustria sertifikat u pogrešnom ili zloupotrebjenom obliku.

8. Od nosilaca sertifikata se zahteva da odmah pruže pismeno obaveštenje Quality Austria-i za bilo kakvu reklamaciju treće strane koja se odnosi na njih lično i odnosi se na ekspertizu nosioca sertifikata ili samog sertifikata. Quality Austria može pratiti bilo koju takvu žalbu.

9. Ako gore navedeni zahtevi (uključujući, ali se ne ograničavajući na lan V ) nisu ispunjeni, Quality Austrija može privremeno ili trajno povući sertifikat sa momentalnim stupanjem na snagu, sto važi ako naknada za usluge pružene od strane Quality Austria-e. (uključujući takse za izdavanje sertifikata i pravo na upotrebu) nisu plaćeni Quality Austria-i na vreme. Relevantan datum je prijem plaćanja od strane Quality Austrie. Od nosioca sertifikata se zahteva da vrati sertifikat ako on ili ona vise nije u s tanju da ispuni ove "Zahteve za nosioce sertifikata".

2. Except with Quality Austria's consent, participants may not make any pictures, audio or video recordings of qualityaustria services.

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

**V. REQUIREMENTS FOR ISSUING A CERTIFICATE**

1. A certificate is issued only after successful passing of an exam. Participants need to register separately for such exam (certification application). By registering for an exam, a participant agrees to satisfy the certification requirements, to provide any information necessary for evaluation, including, but not limited to, information about relevant qualifications, and to acknowledge these Terms and Conditions.

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

**VI. REQUIREMENTS FOR CERTIFICATE HOLDERS**

Certificate holders are required to observe the following conditions:

1. Every holder of or applicant for a certificate may inspect the processes leading to competence certification with prior written notice to Quality Austria.

2. Certificate holders undertake to use their best efforts to promote, launch and continue to use modern management methods prescribed by Quality Austria in connection with their professional work.

3. Certificate holders undertake to complete and update at all times their knowledge and skills by attending special expert events, studying literature and actively participating in ERFA groups etc.

4. Certificate holders should initiate and maintain cooperation with peers from other companies, industries and fields. They may seek support from Quality Austria in connection with these activities (e.g. ERFA groups, circle, etc.).

5. Every certificate holder may apply for renewal of his or her certificate before the same expires and has the right to obtain such renewal upon satisfaction of the necessary requirements. Any renewal of a holder's certificate is subject to the requirements applicable from time to time.

6. Certificate holders undertake to provide the necessary documents to prove their competence and practical experience (e.g. interim certificates, job descriptions, etc.); such documents must reflect actual circumstances and be provided onrequest by Quality Austria or in the course of re-certification.

7. Certificates shall remain the property of Quality Austria. Certificate holders are required to use qualityaustria certificates only in accordance with their intended purpose. Certificates may not be used in any misleading or abusive manner.

8. Certificate holders are required to give immediate written notice to Quality Austria of any third-party complaint addressed to them personally and related to the certificate holder's expertise or the certification itself. Quality Austria may follow up on any such complaint.

9. If the above requirements (including, but not limited to, Section VI) are not met, Quality Austria may temporarily or permanently withdraw a certificate with immediate effect. The same applies if the remuneration for the services provided by Quality Austria (incl. fees for the issuance of the certificate and the right of use) are not paid to Quality Austria in time. The relevant date shall be the receipt of payment by Quality Austria. A certificate holder is required to return

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*a certificate if he or she is no longer able to satisfy these Requirements for certificate holders“.*

10. Nakon isteka roka važenja ili ako je sertifikat povučen ili vraćen, nosilac sertifikata se obavezuje da odmah vrati ovakav sertifikat putem preporučene pošte. Svaki dokument koji upućuje na sertifikovani status učesnika, se više ne sme koristiti.

**VII. ZAVRŠNE ODREDBE**

1. Bilo kakva izmena i modifikacija ovih uslova će biti donesena u pismenoj formi.

2. Ako je jedan ili više uslova ove odredbe nevažeći, to neće uticati na validnost preostalih uslova ove odluke. Nevažeći uslov zamenjuje se validnim uslovom koji najbliže odražava ekonomsku svrhu ovih Pojmova i odredbi.

3. Svi sporovi koji proizilaze iz ili u vezi sa ovim ugovorom će se isključivo prosljeđivati sudovima u prvom okrugu Beča.

4. Ugovorom će se upravljati i tumačiti u skladu sa austrijskim zakonom, bez uvođenja pravila o sukobu zakona i UN konvencije o prodaji.

*10. After the expiration of the term of validity or if a certificate is withdrawn or returned, the certificate holder undertakes to promptly return such certificate to Quality Austria by registered mail. Any document including a reference to the applicant's certified status may no longer be used.*

**IX. FINAL PROVISIONS**

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

2. If one or more terms hereof are invalid, this shall not affect the validity of the remaining terms hereof. The invalid term shall be replaced by a valid term which closest reflects the economic purpose of these Terms and Conditions.

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

4. The contract shall be governed by and construed in accordance with Austrian law, without giving effect to its conflict of law rules and the UN Sales Convention.