

**Sertifikacija sistema – 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 sistema

Podložno promenama. Opšti Uslovi i odredbe, kao i
 izmene, dostupni su na:

[www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc).

**I. VALIDACIJA I OBIM**

1. Ovi međunarodni 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 sistema.

2. Za podnosiocima se prebivalištem izvan Austrije, sertifikacija se najčešće vrši od strane partnera Quality Austrije, koji pružaju specifične sertifikacione aktivnosti (posebno audite) 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.

3. Pri podnošenju zahteva za qualityaustria sertifikat, podnosioci prihvataju sledeće uslove i odredbe.

4. Sertifikati izdati od strane Quality Austria 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**

1. Quality Austria 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.

**GENERAL TERMS AND CONDITIONS  
 OF QUALITY AUSTRIA - TRAININGS,  
 ZERTIFIZIERUNGS UND BEGUTACHTUNGS  
 GMBH, VALID AS OF MARCH 2020**

Concerning system certification

 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**

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.

2. 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. 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.

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

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.

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

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

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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 Austria-e i podnosioca zahteva za obezbeđenje dogovorenih usluga radi povećanja kvaliteta) i član 6,1(c) GDPR-a (pravne obaveze Quality Austria-e).

2. 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 dokumentacijasa audita će se generalno čuvati na period od 12 godina, osim ako normativni ili zakonski propisi ne obezbeđuju duži period zadržavanja.

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.

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

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.*

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.*

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.*

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.*

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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 tom 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 Austria 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 proimene 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 Zakonom 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. 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.

*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 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.*

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.*

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.*



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U Austriji, nadležni nadzorni organ je Austrian Data Protection Authority (Datenschutzbehörde). Dalje informacije o zaštiti podataka od strane Quality Austria dostupne su na qualityaustria sajtu [www.qualityaustria.com/privacypolicy](http://www.qualityaustria.com/privacypolicy).

**III. ODGOVORNOST QUALITY AUSTRIA-E**

1. Podnosilac zahteva priznaje da se proverava, na slučajnoj osnovi, odnosi na sistem upravljanja na osnovu normativnih modela / standarda / propisa. Quality Austria generalno neće proveriti usklađenost relevantne organizacije sa zakonom i neće pružiti garanciju ili odgovornost da proveravana organizacija u skladu sa svim zakonskim zahtevima. Odgovornost Quality Austria-e se zasniva na sledećim odredbama:
2. Quality Austria je odgovorna podnosiocu zahteva samo za kršenje ugovornih obaveza namerno ili zbog nemara, u skladu sa sledećim odredbama. Quality Austria odbija bilo kakvu odgovornost za blag ili zanemarljiv nedar.
3. Svaka odgovornost Quality Austria-e ograničena je na tipično predvidljivu nastalu štetu podnosioca zahteva i ne smije prekoračiti iznos naknade plaćene Quality Austria ili partneru Quality Austria-e za osnovne usluge sertifikacije.
4. 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.
5. Osim ako se na sudu pojavi bilo kakav zahtev za naknadu štete 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.
6. 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 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.
7. Ako je Quality Austria odgovorna trećoj strani usled izuzetka, odredbe Člana III, 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. Kad 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.

*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://www.qualityaustria.com/privacypolicy).*

**III. LIABILITY OF QUALITY AUSTRIA**

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.*
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.*
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.*
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.*
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.*
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.*
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.*

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8. 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 (posnosilac zahteva i treća strana ili više trećih strana) došlo do gubitka. Oštećene strane će dobiti nadoknadu hronološkim redom u kojem su podneta njihova potraživanja.

9. 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 INTELEKTUALNE SVOJINE**

1. Sva dokumenta koja Quality Austria može pružiti u papirnoj ili elektronskoj formi, poput obrazaca samoprocene, obrazaca ili čeklisti biće intelektualna svojina Quality Austrije i koristiće se samo u namenjene svrhe koje je odredila Quality Austria. 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.

2. Osim uz saglasnost Quality Austria-e, od usluga qualityaustria se 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. ZAŠTITA NEPRISTRASNOSTI I NEZAVISNOSTI QUALITY AUSTRIA-E**

1. Klijent garantuje da će se uzdržati od bilo čega što bi moglo štetiti nezavisnost pojedinaca dodeljenih od strane Quality Austria-e i partnera qualityaustria-e. To se posebno odnosi na nuđenje usluge konsultovanja ili zaposlenje, kao i ugovore za sopstveni račun tog lica.

2. Kako bi se zagarntovala nepristrasnost, Quality Austria i njeni partneri neće pružati usluge konsultovanja koje se tiču naručene sertifikacije i vode ka zagarantovanom sertifikatu.

**VI. ZAHTEVI ZA IZDAVANJE/ODRŽAVANJE SERTIFIKATA qualityaustria-e**

1. Qualityaustria sertifikati imaju datum prvog izdavanja, datum važenja i datum izdavanja. Svako qualityaustria sertifikat ima i registracioni broj koji Quality Austrija dodeljuje samo jednom i stoga je jasna sledljivost.

2. Datum prvog izdavanja ostaje nepromenjen tokom celog životnog ciklusa i samim tim tokom neprekidne važnosti qualityaustria sertifikata i dokumentovaće datum prvog izdavanja.

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.

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.

**IV. INTELLECTUAL PROPERTY RIGHTS**

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.

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

**V. SAFEGUARDING qualityaustria's IMPARTIALITY AND INDEPENDENCE**

1. The customer ensures that the customer 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.

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

**VI. REQUIREMENTS FOR GRANTING/ MAINTAINING qualityaustria CERTIFICATES**

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.

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2. *The date of first issue will remain unchanged throughout the entire life cycle and hence during the*
3. Datum važenja definiše validnost sertifikata. Tokom relevantnog validacionog perioda, od nosioca qualityaustria sertifikata se zahteva omogućavanje Quality Austria-i i qualityaustria partnerima godišnjih nadzornih provera. Osim ako nije drugačije dogovoreno ili propisano od strane organa za akreditaciju ili sertifikaciju, qualityaustria sertifikat važi tri godine i nadzorne provere se vrše svake godine i validne su dvanaest meseci. Nadzorne provere mogu biti odložene ali ne više od +/- tri meseca, pod uslovom da se izda pismena izjava sa razlozima (sa izuzetkom prve nadzorne provere i osim ako obavezne odredbe drugačije ne propisuju).
4. Datum izdavanja dokumenta je datum najskorije promene sertifikata, npr. dodatak u obimu sertifikacije ili obnavljanje njegove važnosti.
5. Oblast primene je cela organizacija. Ako bilo kakvo ograničenje za određena područja poslovanja, područja proizvodnje, lokacija ili podružnica, takvo ograničenje će biti navedeno u sertifikatu.
6. Pod-sertifikati mogu biti izdati organizacijama sa više nezavisnih obima/ menadžment sistema. Deljeno pravo da ih samostalno koriste koristi se za sve oblasti plaćanjem odgovarajućih naknada po organizaciji.
7. Obnavljanje sertifikata zahteva da se resertifikacione aktivnosti (resertifikaciona provera) budu uspešno završene pre nego što postojeći sertifikat istekne.
8. Ako Quality Austria utvrdi bilo kakvu neusaglašenost, istu treba efikasno eliminisati za ne više od šest meseci kako bi se zadržao sertifikat, iako kraći rokovi mogu biti primenjeni na osnovu nacionalnih i međunarodnih propisa, kao što su IAF/EA politike, zahtevi akreditacionog tela ili zakoni/propisi (EMAS propis, itd.). Akcija poboljšanja će se dokazati u toku naknadne revizije i / ili putem dokumentacije, po slobodnoj proceni qualityaustria-e. Ukoliko se korektivna mera ne izvrši u dogovorenem periodu, sertifikacija može biti ograničena ili privremeno ili trajno povučena.
9. Sertifikati treba da ostanu vlasništvo qualityaustria-e i , osim ukoliko su ograničeni ili povučeni u skladu sa članom VIII, vraćaju se Quality Austria-i putem preporučenog pisma najkasnije šest meseci od isteka njihove važnosti. Sertifikati koji su ograničeni ili povučeni se vraćaju odmah – pogledajte Član VIII (3).

*uninterrupted validity of a qualityaustria certificate and will document the date of first issue.*

3. *The validity date defines the validity of the certificate. During the relevant validity period, the holder of a qualityaustria certificate is required to instruct Quality Austria or the qualityaustria partner 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).*
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.*
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.*
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.*
7. *Renewal of a certificate requires that the re-certification activities (renewal audit) are successfully completed before the existing certification expires.*
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.*
9. *Certificates shall remain qualityaustria's property and, unless limited or withdrawn pursuant to Section VIII, 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 VIII (3).*



**Sertifikacija sistema – opšti pojmovi i uslovi**

Proces: G – Pružanje usluga

**VII. PRAVA I OBAVEZE NOSILACA  
qualityaustria SERTIFIKATA I SERTIFIKACIONIH  
OBELEŽJA**

1. Nosilac qualityaustria sertifikata mogu koristiti qualityaustria sertifikacionu oznaku (u daljem tekstu „qualityaustria oznaka“) pod uslovima opisanim u nastavku. Bilo kakva grafička izmena će zahtevati pismenu saglasnost Quality Austria-e.
2. Pravo korišćenja qualityaustria oznake se ne može prenositi na treće strane.
3. Osim u slučaju bilo kakvog ograničenja ili povlačenja u skladu sa članom VIII, qualityaustria oznaka se može koristiti, uključujući i za reklamne svrhe, i do 6 meseci nakon što sertifikat istekne. Oglašavanje sa qualityaustria ozakom ili sertifikatom ne sme biti zbunjujuće i treba jasno da pokaže da li je organizacija ili organizaciona jedinica sertifikovana. Qualityaustria oznaka se ne može koristiti na način koji bi se mogla tumačiti kao bilo koja oznaka usaglašenosti proizvoda. Qualityaustria oznaka se ne može koristiti na proizvodima, izvještajima laboratorijskih provera, kalibracionim sertifikatima, inspeksijskim proverama ili na sertifikatu izdatom od strane potrošača ili trećeg lica. Opšte informacije na pakovanju proizvoda i dodatnim brošurama o proizvodu u vezi sa sertifikovanim menadžment sistemom je dozvoljeno ako su sertifikovana organizacija, vrsta sistema upravljanja, primenjeni standardi i sertifikaciono telo pomenuti i ako takve informacije ne podrazumevaju da proizvod, proces ili usluga sertifikovan. Precizna formulacija sertifikata mora biti korišćena kako bi se naznačio njegov obim.
4. Nosilac qualityaustria sertifikata ili oznake se obavezuje da ih koristi strogo u skladu sa pravilima poštene konkurencije. Qualityaustria sertifikat i oznaka se ne smeju koristiti u pogrešnom ili zloupotrebjenom obliku.
5. Nosilac qualityaustria sertifikata je dužan da odmah (u roku od pet radnih dana) pismeno obavesti Quality Austria-u o bilo kojoj organizacionoj promeni u obimu, npr. bilo kakvu reorganizaciju, napuštanje postojećih i proširenje novih poslovnih aktivnosti, kao i svaku drugu materijalnu promenu sertifikovanog sistema upravljanja.
6. Sistem upravljanja mora se verovatno dalje razvijati preduzimanjem sistematskog delovanja, kao što su interne provere i periodične procene menadžment sistema, u periodičnosti koja se s vremena na vreme primenjuje, trenutno dvanaest meseci, ako relevantni standardi (npr. ISO 9001, ISO 14001, itd.) to zahtevaju.

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

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 qualityaustria’s written consent.*
2. *The right to use the qualityaustria Mark may not be transferred to third parties.*
3. *Except in case of any limitation or withdrawal pursuant to Section VIII, 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.*
4. *The holder of a qualityaustria certificate or 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.*
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.*
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.*

**Sertifikacija sistema – opšti pojmovi i uslovi**

Proces: G – Pružanje usluga

**VII. PRAVA I OBAVEZE NOSILACA  
qualityaustria SERTIFIKATA I SERTIFIKACIONIH  
OBELEŽJA**

1. Nosilac qualityaustria sertifikata mogu koristiti qualityaustria sertifikacionu oznaku (u daljem tekstu „qualityaustria oznaka“) pod uslovima opisanim u nastavku. Bilo kakva grafička izmena će zahtevati pismenu saglasnost Quality Austria-e.

2. Pravo korišćenja qualityaustria oznake se ne može prenesti na treće strane.

3. Osim u slučaju bilo kakvog ograničenja ili povlačenja u skladu sa članom VIII, qualityaustria oznaka se može koristiti, uključujući i za reklamne svrhe, i do 6 meseci nakon što sertifikat istekne. Oglašavanje sa qualityaustria ozakom ili sertifikatom ne sme biti zbunjujuće i treba jasno da pokaže da li je organizacija ili organizaciona jedinica sertifikovana. Qualityaustria oznaka se ne može koristiti na način koji bi se mogla tumačiti kao bilo koja oznaka usaglašenosti proizvoda. Qualityaustria oznaka se ne može koristiti na proizvodima, izveštajima laboratorijskih provera, kalibracionim sertifikatima, inspekcijским proverama ili na sertifikatu izdatom od strane potrošača ili trećeg lica. Opšte informacije na pakovanju proizvoda i dodatnim brošurama o proizvodu u vezi sa sertifikovanim menadžment sistemom je dozvoljeno ako su sertifikovana organizacija, vrsta sistema upravljanja, primenjeni standardi i sertifikaciono telo pomenuti i ako takve informacije ne podrazumevaju da proizvod, proces ili usluga sertifikovan. Precizna formulacija sertifikata mora biti korišćena kako bi se naznačio njegov obim.

4. Nosilac qualityaustria sertifikata ili oznake se obavezuje da ih koristi strogo u skladu sa pravilima poštene konkurencije. Qualityaustria sertifikat i oznaka se ne smeju koristiti u pogrešnom ili zloupotrebjenom obliku.

5. Nosilac qualityaustria sertifikata je dužan da odmah (u roku od pet radnih dana) pismeno obavesti Quality Austria-u o bilo kojoj organizacionoj promeni u obimu, npr. bilo kakvu reorganizaciju, napuštanje postojećih i proširenje novih poslovnih aktivnosti, kao i svaku drugu materijalnu promenu sertifikovanog sistema upravljanja.

6. Sistem upravljanja mora se verovatno dalje razvijati preduzimanjem sistematskog delovanja, kao što su interne provere i periodične procene menadžment sistema, u periodičnosti koja se s vremena na vreme primenjuje, trenutno dvanaest meseci, ako relevantni standardi (npr. ISO 9001, ISO 14001, itd.) to zahtevaju.

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

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 qualityaustria’s written consent.

2. The right to use the qualityaustria Mark may not be transferred to third parties.

3. Except in case of any limitation or withdrawal pursuant to Section VIII, 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.

4. The holder of a qualityaustria certificate or 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.

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.

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.



## Sertifikacija sistema – opšti pojmovi i uslovi

Proces: G – Pružanje usluga

7. Sve žalbe treće strane koje se odnose na sistem upravljanja moraju odmah (u roku od 5 radnih dana) biti prijavljene Quality Austria-i pismenim putem. Svaka žalba/ reklamacija mora biti procenjena i pokrenuta neophodna korektivna mera. Pored toga, svaka reklamacija i korektivna mera mora biti automatski otkrivena Quality Austria-i ili qualityaustria partneru prilikom sertifikacije, na licu mesta.

8. Za usluge iz oblasti zaštite na radu i Sistema upravljanja bezbednošću nositelj qualityaustria sertifikata, pored gore navedenih zahteva, mora obavestiti Quality Austria-u pismeno, bez kašnjenja, o pojavi incidenta ili kršenja propisa koje zahtevaju umešanost nadležnog regulatornog tela (prim. IAF MD 22: 2018, G 8.5.3). Nezavisno od angažovanja nadležnog regulatornog tela, Quality Austria može izvršiti posebnu proveru u slučaju da kompanija Quality Austria postane svesna da je došlo do ozbiljnog incidenta ili kršenja propisa koji se odnose na zaštitu zdravlja i bezbednost na radu, kako bi se istražilo da li sistem upravljanja nije ugrožen i nije funkcionisao efikasno (usp. IAF MD 22: 2018, G 9.6.4.2). Za dodatne provere, važiće cene qualityaustria-e u vreme sprovođenja provere. Informacije o ozbiljnim incidentima ili kršenjima propisa koje je dao nosilac sertifikata qualityaustria ili ih je direktno prikupio tim proverivača tokom provere pružiće osnove za Quality Austria-u - pored slučajeva opisanih u odeljku XIV GTC-a - da povuče sertifikaciju, u slučajevima kada sertifikovani sistem upravljanja nije ispunio zahteve za sertifikat o bezbednosti na radu (usp. IAF MD 22: 2018, G 9.6.5.2.).

### VIII. POVLAČENJE qualityaustria SERTIFIKATA I SERTIFIKACIONIH OZNAKA

1. Quality Austria može ograničiti obim sertifikacije ili privremeno ili trajno povući sertifikaciju, sa trenutnim dejstvom, ako zahtevi za održavanje sertifikata opisani u Članu VI i zahtevi opisani u Članu VII nisu ispunjeni ili ako naknada za plaćanje usluga Quality Austria-e (uključujući naknade za izdavanje sertifikata i njihovo korišćenje) nisu plaćeni Quality Austria-i na vreme. Relevantni datum je prijem plaćanja od strane Quality Austria-e. Isto se primenjuje i ako je poslovanje nosioca qualityaustria sertifikata likvidirano ili - u meri dozvoljena prema važećim zakonima o nesolventnosti – ako su pokrenuti postupci za nesolventnost ili je pokretanje takvog postupka odbačeno zbog nedostatka sredstava za pokrivanje troškova.

2. Svako ograničenje ili povlačenje dostavlja Quality Austria u pisanoj formi, objavljuje se i važeće je po prijemu obaveštenja.

3. Ukoliko je sertifikacija ograničena ili povučena, nosilac se obavezuje da odmah vrati Quality Austria-i

*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. In addition, any complaint and action shall be automatically disclosed to Quality Austria or the qualityaustria partner in the course of the next on-site certification activity.*

*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 22:2018, 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 22:2018, 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 XIV 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 22:2018, G 9.6.5.2.).*

### VIII. WITHDRAWAL OF qualityaustria CERTIFICATES AND CERTIFICATION MARKS

1. Quality Austria may limit the certification scope or temporarily or permanently withdraw certification with immediate effect if the requirements for maintaining a certificate described in Section VI and the requirements described in Section VII are not satisfied or 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. The same applies if the business of the holder of a qualityaustria certificate is liquidated or - to the extent

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*permitted under applicable insolvency laws - if insolvency proceedings are initiated or the initiation of such proceedings is rejected for lack of assets to cover costs.*

njene sertifikate preporučenim pismom, da prestane sa bilo kakvom upotrebom qualityaustria oznake i da osigura sa se sva dokumenta koja sadrže referencu ka njenom sertifikovanom statusu napuste. U slučaju bilo kakvog kršenja ove odredbe, Quality Austria može zatražiti kaznu u iznosu od 30.000 € za svaku povredu, bez štete po svoje pravo na naknadu štete.

**IX. 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 Uslova 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.

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

3. *If any certification is limited or withdrawn, 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 his/her 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.*

**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.*