

# INTERNATIONAL CERTIFICATE CONDITIONS

OF QUALITY AUSTRIA - TRAININGS, ZERTIFIZIERUNGS UND BEGUTACHTUNGS GMBH

VALID AS OF FEBRUARY 2024

Concerning **system certification**

Subject to changes. The 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 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. Accreditation Austria, 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. 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. In Austria, the competent supervisory authority is the Austrian Data Protection Authority (Datenschutzbehörde). Further information concerning data protection provided by Quality Austria is available at [qualityaustria's website at www. qualityaustria.com/en/privacy-policy](http://www.qualityaustria.com/en/privacy-policy).

### 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.
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. RIGHTS OF THE APPLICANT

1. Quality Austria undertakes to disclose the individuals carrying out an assignment to the applicant. If the applicant rejects these individuals for substantiated reasons, Quality Austria will endeavor to make a new proposal. The applicant may not object to the members of an audit team if audits are announced on short notice. Quality Austria may select the individuals carrying out an assignment at its own free discretion, unless national and international regulations, e.g. IAF/EA policies, requirements of the accreditation body or laws/regulations, e.g. the EMAS Regulation, provide otherwise.
2. If an individual assigned by Quality Austria is not able to perform his or her duties immediately before or during provision of a service, e.g. due to illness, he or she will be replaced by another individual in agreement with the applicant or another appointment will be agreed.
3. The applicant acknowledges and agrees that observers of the accreditation bodies and/or Quality Austria (e.g. witness auditors or trainee auditors) may participate in onsite services.

### V. OBLIGATIONS OF THE APPLICANT

1. The applicant shall ensure that any document, data, and other information necessary for providing the respective **qualityaustria** services is provided to Quality Austria also without special request and that Quality Austria is informed of all events and circumstances which could be significant for performing the order.
2. The applicant will grant access to rooms, facilities and workplaces.
3. The applicant will take adequate organizational precautions to ensure that the responsible employees are present and prepared to provide practical evidence.
4. The applicant will ensure that all employees questioned by Quality Austria provide candid and true information about all internal affairs relevant to assess the respective management system.

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

### VII. SAFEGUARDING QUALITY AUSTRIA'S IMPARTIALITY AND INDEPENDENCE

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

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.

#### VIII. 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.
2. The date of first issue will remain unchanged throughout the entire life cycle and hence during the uninterrupted validity of a **qualityaustria** certificate and will document the date of first issue.
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 XI, be returned to Quality Austria by registered letter within six months at the latest after their validity has expired. Certificates that were subject to limitation or withdrawal shall be returned immediately - see Section XI (3).

#### IX. 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 XI, the **qualityaustria** Mark may be used, including for advertising purposes, up to six months after the **qualityaustria** certificate has expired. Advertising featuring the **qualityaustria** Mark and/or a **qualityaustria** certification may not be misleading and shall clearly show whether an organization or an organizational unit has been certified. The **qualityaustria** Mark may not be used in a manner which could be interpreted as any marking of product conformity. The **qualityaustria** Mark may not be used on products, laboratory test reports, calibration certificates, inspection reports or a certificate issued by the customer or a third party. General information on product packaging and in supporting information brochures of products in relation to a certified management system is permitted if the certified organization, the type of management system, the standard applied and the certification body are mentioned and if such information does not imply that a product, a process or a service has been certified. The precise wording of the certificate must be used to indicate its scope.
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 or in any other way that brings Quality Austria into dispute.
5. The holder of a **qualityaustria** certificate is required to give immediate (within five workdays) written notice to Quality Austria and the **qualityaustria** partner 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.
7. All third-party complaints concerning the management system shall immediately (within five workdays) be reported to Quality Austria and the **qualityaustria** partner 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 the **qualityaustria** partner in writing, without delay, of the occurrence of a serious incident or regulation breach necessitating the involvement of the competent regulatory authority (cf. IAF MD 22:2019, G 8.5.3). Independently from the involvement of the competent regulatory authority, a special audit may be conducted by Quality Austria in the event that the **qualityaustria** partner becomes aware that there has been a serious incident or regulation breach related to occupational health and safety, in order to investigate if the management system has not been compromised and did function effectively (cf. IAF MD 22:2019, G 9.6.4.2). For additional audits, the **qualityaustria** prices valid at the time of performance will be charged. Information on seri-

ous 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 XI of the GTCs – to withdraw the certification, in cases where the certified Management System failed to meet the Occupational Health and Safety certification requirements (cf. IAF MD 22:2019, G 9.6.5.2.).

#### X. FORCE MAJEURE

1. "Force Majeure Event" shall mean any contingency beyond the reasonable control of either party, which interferes with, or prevents, the fulfillment of obligations or the maintenance of obligations, by such party, in particular but not limited to (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, pandemic, such as Covid-19, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
2. In case of a Force Majeure Event which has to be notified by the party relying on this event to the other party, delivery time for the services, particularly for any certification activities by Quality Austria and/or the **qualityaustria** partners, shall be extended until any hinderances by the Force Majeure Event have ceased to exist. Should the Force Majeure Event last for more than six months, either party shall have the right to terminate the agreement with immediate effect. In this case, the applicant has to pay the services already delivered by Quality Austria and/or the **qualityaustria** partner.
3. With respect to certificates already issued, Quality Austria shall be entitled in case of a Force Majeure Event to temporarily withdraw the certification (see Section XI.). If the Force Majeure Event has a particularly severe and/or longtime effect which for example is the case if it lasts for more than six months, each party shall be entitled to terminate the agreement with immediate effect, and Quality Austria shall be entitled to permanently withdraw the certification (see Section XI). In no case of a withdrawal of certification, the applicant shall be entitled to hold back or reclaim any payments, e.g., fees for the issuance of the certificate and the right of use.

#### XI. WITHDRAWAL OF **qualityaustria** CERTIFICATES AND CERTIFICATION MARKS

1. Quality Austria may limit the certification scope or temporarily or permanently withdraw certification with immediate effect for good cause, in particular if the requirements for maintaining a certificate described in Section VIII and the requirements described in Section IX are not satisfied, or in case of a Force Majeure Event (see above Section X), 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 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.

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 and upon termination of the contract, the holder undertakes to immediately return to Quality Austria **qualityaustria** certificates by registered letter, to cease any use of the **qualityaustria** Mark and to ensure that any use of records containing a reference to 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.

#### XII. TERMINATION

1. The contract may be terminated by either party with three months' notice to the end of a calendar year.
2. The contract may be terminated with immediate effect for good cause (extraordinary termination). A good cause for Quality Austria exists in particular (i) if the holder of a **qualityaustria** certificate violates its obligations according to Section IX or other essential obligations under this contract (ii) if, according to Section X 3, an event of force majeure lasts for more than six months (iii) in the case of withdrawal of certification according to Section XI 1. and (iv) if the continuation of the contractual relationship is no longer reasonable for Quality Austria for other reasons.
3. Notice of termination must be given in writing.
4. In the event of termination, the applicant shall pay for the services already provided by Quality Austria.

#### XIII. 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.

# SUPPLEMENTARY TERMS AND CONDITIONS

OF QUALITY AUSTRIA - TRAININGS, ZERTIFIZIERUNGS UND BEGUTACHTUNGS GMBH

VALID AS OF NOVEMBER 2022

for Assessment and Certification of EN 1090, ISO 3834 and EN 15085 and IATF 16949, VDA 6.1, 6.2, 6.4

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

## A. SUPPLEMENTARY TERMS AND CONDITIONS AUTOMOTIVE (IATF 16949, VDA 6.1, 6.2, 6.4)

1. The basis for any auditing and certification as well as continuous monitoring in the automotive sector are the requirements of the respective standard as amended from time to time (currently: "Certification specifications of the automotive industry for the IATF 16949 standard Rules for the recognition and maintenance of IATF approval, 5th edition", "Certification requirements for VDA 6.1, VDA 6.2 and VDA 6.4, 6th edition"). In particular, the following requirements are to be observed.
2. The customer undertakes to inform Quality Austria and the **qualityaustria** partner immediately (within five workdays) by written notice of any changes that could affect the ability of the management system to continue to meet the requirements of the applicable regulations and certification specifications. This includes, for example, changes regarding
  - legal status, commercial status (such as joint venture, subcontracting to other organizations),
  - Ownership (for example, merger and acquisition),
  - Organization and management (e.g., key management, decision-making or technical staff),
  - Contact address or location,
  - Scope of operations under the certified management system,
  - IATF subscribing OEM customers special status,
  - Transfer to a new IATF-recognized certification body
  - Other significant changes of the management system and processes
  - Presentation of the scope of application of the QM system (QM scope) with indication of the extended workbenches
3. Moreover, the customer has to inform Quality Austria and the **qualityaustria** partner if products belonging to the scope of the respective set of rules have not been manufactured for twelve (12) months.
4. Changes that have not been reported will be considered as a breach of contract and may lead to withdrawal of certification. The notification must be made in writing or by e-mail to Quality Austria and must contain the details required in this respect.
5. The IATF Logo or VDA QMC Logo may only be displayed on the certificate issued by Quality Austria. Any other use of the logo is not permitted. Copies of the Certificate for marketing or advertising purposes may be made.
6. At the time of the audit, no consultants (as defined by the certification rules) may be present at the site or participate in the audit in any way.
7. Unless otherwise provided herein, Quality Austria's International Certificate Conditions concerning system certification applicable at the time of service provision shall apply mutatis mutandis. The International Certificate Conditions are available at Quality Austria's website ([www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc)) under "GTC for customers of the international **qualityaustria** partner-network". The place of jurisdiction shall be Vienna, Innere Stadt.

## B. SUPPLEMENTARY TERMS AND CONDITIONS EN 1090

1. The basis for any auditing and certification as well as current monitoring of the factory production control system shall be ÖNORM standard EN 1090-1, as amended from time to time, which shall form an integral part hereof.
2. The applicant shall perform an initial test according to ÖNORM standard EN 1090-1 and establish, document and assess the factory production control (FPC) system and arrange for necessary measures to be taken.
3. In a pre-audit, Quality Austria will check in detail on-site to what extent the processes in the applicant's business are in compliance with the requirements of EN 1090. Quality Austria will focus on the following: Assessment of the factory production control (FPC) system; identification of effectiveness of the entire system to prepare employees of all areas and locations for the certification audit; on-site evaluation of various system aspects and implementations; identification of any deviation; and process planning for the certification audit (initial inspection).
4. The certification audit (initial inspection) will be performed on-site on the basis of a jointly prepared audit plan. The factory production control system will be audited in consideration of the requested execution classes in the relevant business areas, such as production in workshops, assembly instructions for construction sites and, if applicable, constructive measurement, if performed by the manufacturer. The audit is aimed to establish conformity of the factory production control system with the requirements of the applicable areas of ÖNORM standard EN 1090. Any certification of products shall form part of the agreement (see Sections 15 and 16 below). Quality Austria will perform any certification on the basis of underlying standards, regulations and the respective process descriptions and will issue a certificate if the audit results are positive. The certificate allows the manufacturer to affix the CE mark to the manufactured products.
5. Certificates under EN 1090-1 are generally valid for an unlimited period of time, as long as any underlying requirement is satisfied and necessary monitoring performed. Any certification requirements, including implementation of relevant changes, if notified by Quality Austria, shall be satisfied.
6. Current monitoring shall be performed after receipt of the certificate. The first scheduled monitoring shall take place one year after the initial inspection. Any further monitoring shall depend on the execution classes of the manufactured building products and the provisions of EN 1090-1 (see Annex B, Table B.3).
7. If monitoring takes place at intervals of two or three years, EN 1090-1 requires the manufacturer to submit every year a statement confirming that none of the following events has occurred:
  - any renewal or change of relevant facilities;
  - any change of the welding coordinator;
  - any introduction of new welding processes, any change of basic materials and of the reports on the qualification of the welding process;
  - any introduction of new relevant facilities.

8. After a certificate has been issued, the applicant shall give written notice to Quality Austria and the **qualityaustria** partner without delay (within five workdays) of any significant change to the certified factory production control system. This refers in particular to any change which may affect the satisfaction of certification requirements, such as:
- any change of management, control, organisation;
  - any change of products, the manufacturing process or of relevant facilities;
  - any change of the welding coordinator and any introduction of new welding processes, any change of basic materials and of the reports on the qualification of the welding process.
- If any significant change occurs, Quality Austria will decide whether an additional audit is required. If so, the manufacturer may not affix the CE mark to any product manufactured after such change until Quality Austria gives relevant notice.
9. Any complaint by third parties about the certified factory production control system or the conformity of the manufactured products with the applicable standard shall be communicated to Quality Austria and the **qualityaustria** partner in writing without delay (within five workdays). Any complaint shall be recorded and such records sent to Quality Austria on request. Any complaint must be assessed and any necessary improvement measure introduced. Any implemented measure shall be documented. Such complaints and measures shall be disclosed with-out request during the next monitoring by Quality Austria.
10. In addition, Quality Austria and the **qualityaustria** partner shall be informed without delay of all circumstances indicating significant defects of the factory production control system in respect of quality and safety, in particular if products are recalled or taken back or any third party asserts, in or out of court, any claim against the business in respect of quality, safety and/or legality. Quality Austria may perform further audits/sample tests, even without notice, to examine any impact on the certificate(s).
11. For the purpose of validating the continuous certification status, Quality Austria may at any time and also without notice perform a monitoring audit or an on-site inspection, if considered necessary by Quality Austria to monitor compliance with the certification requirements. If justified, certification may be suspended or withdrawn.
12. The applicant shall grant Quality Austria and the appointed auditor access to the applicant's business premises and use all efforts to support the auditor in performing the audit. The applicant agrees to experts of the accrediting organisation participating in audits in the applicant's business.
13. Upon use of the **qualityaustria** certificate and the **qualityaustria** mark, the holder undertakes to strictly comply with the regulations of fair competition. The **qualityaustria** certificate and the **qualityaustria** mark may not be used in any misleading or abusive manner or in any manner that may discredit Quality Austria.
14. Any certification statement may only be made in respect of the area for which certification was granted. If any certification documents are made available, these may be copied and disclosed only in their entirety.
15. Any certification may only be used to show that conformity of the factory production control system with EN 1090-1 has been certified. According to EN 1090, after a certificate has been issued, the manufacturer or the manufacturer's agent residing in the EEA shall issue and retain a declaration of conformity which allows the manufacturer to affix the CE mark to the product, the label, the packaging or the accompanying commercial documents. The certificate of the factory production control system shall be enclosed to the declaration of conformity.
16. The manufacturer acknowledges that in the context of this agreement, the manufacturer's products are not the subject of any audit or certification. The sole subject of certification shall be an examination as to whether the manufacturer's factory production control system based on the execution class defined by the manufacturer satisfies the requirements of EN 1090-1. Quality Austria shall not be liable for the execution class chosen by the manufacturer. The manufacturer undertakes to refrain from everything which could suggest that Quality Austria had audited or certified the applicant's products. The manufacturer expressly acknowledges the provisions concerning Quality Austria's restricted liability set forth in Section III of Quality Austria's International Certificate Conditions concerning system certification, including, but not limited to, Section III (5), (6) and (7).
17. If certification is withdrawn temporarily or permanently and the agreement with Quality Austria terminated, the manufacturer may not continue to affix to the manufacturer's products (or the packing or accompanying documents thereof) a CE mark referring to the **qualityaustria** certificate on the factory production control system. In case of any temporary or permanent withdrawal, Quality Austria may also request that the manufacturer not bring into circulation any product to which a CE mark was affixed before certification was withdrawn if the reasons for such withdrawal prevailed already when the CE mark was affixed.
18. Unless otherwise provided herein, Quality Austria's International Certificate Conditions concerning system certification applicable at the time of service provision shall apply mutatis mutandis. The International Certificate Conditions are available at Quality Austria's website ([www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc)) under "GTC for customers of the international **qualityaustria** partner-network". The place of jurisdiction shall be Vienna, Innere Stadt.

### C. SUPPLEMENTARY TERMS AND CONDITIONS ISO 3834

1. The basis for any auditing and certification as well as current monitoring of the system shall be ISO 3834 ("Quality requirements for fusion welding of metallic materials"), as amended from time to time, which shall form an integral part hereof. The part of the ISO 3834 requirements essential for manufacturing the welded product according to its complexity or its potential of risks shall be relevant.
- a) High demands are covered by part 2 – comprehensive quality requirements;
  - b) average demands are covered by part 3 – standard quality requirements; or
  - c) low demands are covered by part 4 – elementary quality requirements.
- The applicant shall designate the relevant part of ISO 3834 and Quality Austria will assess the appropriateness of the designated part.
2. The applicant shall perform an initial test and establish, document and assess welding-related production pursuant to ISO 3834 and arrange for necessary measures to be taken.
3. In a pre-audit, Quality Austria will check in detail on-site to what extent the processes in the applicant's business are in compliance with the requirements of ISO 3834. Quality Austria will focus on the following: Assessment of welding-related production pursuant to ISO 3834; identification of effectiveness of the entire system to prepare employees of all areas and locations for the certification audit; on-site evaluation of various system aspects

- and implementations; identification of any deviation; and process planning for the certification audit (initial inspection).
4. The certification audit (initial inspection) will be performed on-site on the basis of a jointly prepared audit plan. Welding-related production pursuant to ISO 3834 will be audited in consideration of the requested part of ISO 3834 in the relevant business areas, such as production in workshops, on construction sites or – if necessary – constructive interpretation and implementation. The audit is aimed to establish conformity of welding-related production with the requirements of the applicable part 2, 3 or 4 of ISO 3834 in combination with the requirements of ISO 3834-5 and ISO 3834-1. However, any certification of products shall form part of the agreement (see Sections 15 and 16 below). Quality Austria will perform any certification on the basis of underlying standards, regulations and the respective process descriptions and will issue a certificate if the audit results are positive. The certificate confirms that the applicant complied with the welding requirements for the product.
  5. Certificates under ISO 3834 are generally valid for a period of three years, provided that any underlying requirement is satisfied and necessary monitoring performed. After three years, the certificate must be renewed for another three years. The renewal period may be aligned to system certification under ISO 9001, as amended from time to time. Any monitoring may be performed annually on a random basis together with ISO 9001 or, for example, in more detail together with the EN 1090 cycle. Any certification requirements, including implementation of relevant changes, if notified by Quality Austria, shall be satisfied. If any certification applies to current production, the certified product must continue to satisfy any product requirements.
  6. Current monitoring shall be performed after receipt of the certificate. The first scheduled monitoring shall take place one year after the initial inspection. Any further monitoring or renewal shall depend on whether annual on-site monitoring (e.g. pursuant to ISO 9001) or non-annual monitoring (e.g. pursuant to EN 1090) is due to be performed.
  7. If monitoring takes place at intervals of two or three years, the applicant shall submit for the interim years a statement confirming that none of the following events has occurred:
    - any renewal or change of relevant facilities;
    - any introduction of new relevant facilities;
    - any change of the welding coordinator(s);
    - any use of non-audited staff under ISO 9606 or non-audited operators under ISO 14732;
    - any introduction of new welding processes;
    - any change of basic materials and of the reports on the qualification of the welding process.
  8. After a certificate has been issued, the applicant shall give written notice to Quality Austria and the **qualityaustria** partner without delay (within five workdays) of any significant change to the certified system comprising welding-relating production pursuant to ISO 3834. This refers in particular to any change which may affect the satisfaction of certification requirements, such as:
    - any change of management, control, organisation;
    - any change of products or the manufacturing process;
    - any change of production sites and contact addresses;
    - any significant change of the quality management system.

If any significant change occurs, Quality Austria will decide whether an additional audit is required.
  9. Any complaint by third parties about the certified system regarding welding-related production pursuant to ISO 3834 or the conformity of the manufactured products with the applicable standard shall be communicated to Quality Austria and the **qualityaustria** partner in writing without delay (within five workdays). Any complaint shall be recorded and such records sent to Quality Austria on request. Any complaint must be assessed and any necessary improvement measure introduced. Any implemented measure shall be documented. Such complaints and measures shall be disclosed without request during the next monitoring by Quality Austria.
  10. In addition, Quality Austria and the **qualityaustria** partner shall be informed without delay of all circumstances indicating significant defects of welding-related production pursuant to ISO 3834 in respect of quality and safety, in particular if products are recalled or taken back or any third party asserts, in or out of court, any claim against the business in respect of quality, safety and/or legality. Quality Austria may perform further audits/sample tests, even without notice, to examine any impact on the certificate(s).
  11. For the purpose of validating the continuous certification status, Quality Austria may at any time and also without notice perform a monitoring audit or an on-site inspection, if considered necessary by Quality Austria to monitor compliance with the certification requirements. If justified, certification may be suspended or withdrawn.
  12. The applicant shall grant Quality Austria and the appointed auditor access to the applicant's business premises, take all precautions needed to perform an audit and use all efforts to support the auditor in performing the audit. The applicant agrees to experts of the accrediting organisation participating in audits in the applicant's business.
  13. Upon use of the **qualityaustria** certificate and the **qualityaustria** mark, the holder undertakes to strictly comply with the regulations of fair competition. The **qualityaustria** certificate and the **qualityaustria** mark may not be used in any misleading or abusive manner or in any manner that may discredit Quality Austria.
  14. Any certification statement may only be made in respect of the area for which certification was granted. If any certification documents are made available, these may be copied and disclosed only in their entirety.
  15. Any certification may only be used to show that conformity of welding-related production with ISO 3834 has been certified.
  16. The applicant acknowledges that in the context of this agreement, the applicant's products are not the subject of any audit or certification. The sole subject of certification shall be an examination as to whether the applicant's system satisfies the requirements of the parts of ISO 3834 designated by the applicant. Quality Austria shall not be liable for the part of ISO 3834 chosen by the applicant. The applicant undertakes to refrain from everything which could suggest that Quality Austria had audited or certified the applicant's products. The applicant expressly acknowledges the provisions concerning Quality Austria's restricted liability set forth in Section III of Quality Austria's International Certificate Conditions concerning system certification.
  17. Unless otherwise provided herein, Quality Austria's International Certificate Conditions concerning system certification applicable at the time of service provision shall apply mutatis mutandis. The International Certificate Conditions are available at Quality Austria's website ([www.qualityaustria.com/gtc](http://www.qualityaustria.com/gtc)) under "GTC for customers of the international **qualityaustria** partner-network". The place of jurisdiction shall be Vienna, Innere Stadt.

**D. SUPPLEMENTARY TERMS AND CONDITIONS  
EN 15085**

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



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

OF QUALITY AUSTRIA - TRAININGS, ZERTIFIZIERUNGS UND BEGUTACHTUNGS GMBH VALID AS OF MAY 2021

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

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

## I. VALIDITY AND SCOPE

The present Terms and Conditions apply to

- the assessment and certification of safety management systems for railway companies, in accordance with secs. 188 et seq. of the Austrian Railways Act [German acronym: EisbG] and Council Directive (EU) 2016/798; and for
- the ECM certification of the “Entity in Charge of Maintenance” (ECM) in accordance with Regulation (EU) 2019/779.

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

## II. VALIDITY PERIOD OF CERTIFICATE

1. Safety management system under sec.188 et seq. of the Austrian Railways Act [German acronym: EisbG] and Council Directive (EU) 2016/798 (formerly Council Directive 2004/49/EC) In derogation from Section VIII (3) of the International Certificate Conditions, the **qualityaustria** Safety Management System certificate under EisbG sec. 188 et seq. of the Austrian Railways Act [German acronym: EisbG] and Council Directive (EU) 2016/798 (formerly Council Directive 2004/49/EC) is valid for a period of five years. For the duration of the period of validity, the client has a duty to commission **qualityaustria** to perform annual monitoring services. For recertifications after 5 years, a recertification audit must be initiated in good time prior to expiry of the safety certificate. There are no grace periods, i.e. one cannot postpone an audit to a later point in time!
2. ECM certifications and renewal according to Regulation (EU) 2019/779  
A validity period of up to five years applies to the **qualityaustria** certificate of conformity of entity in charge of maintenance or the certificate of conformity for maintenance functions according to Regulation (EU) 2019/779 and the associated **qualityaustria** certificate for ECM management or ECM maintenance function.
3. For the duration of the validity period of each, the client is obliged to commission Quality Austria to perform annual monitoring services.
4. For recertifications after 5 years, a recertification audit with the application under Regulation (EU) 2019/779 must be initiated in good time prior to expiry of the certificate. There are no grace periods, i.e. one cannot postpone an audit to a later point in time!

## III. DESCRIPTION OF SERVICES

Certification is exclusively evidence of conformity, based on a decision following an assessment that compliance with specified requirements has been demonstrated. Such confirmation does not in and of itself constitute any contractual, statutory or other warranty. In other respects, auditing is only the equivalent of a random check of the management system based

on normative evaluation models/standards/regulations, and thus does not guarantee 100% compliance with the specified requirements. It should also be noted that Quality Austria does not check legal conformity.

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

## IV. LIABILITY OF QUALITY AUSTRIA

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

1. The client expressly acknowledges that Quality Austria shall only be liable in connection with the service description specified in sec. III. above. Quality Austria’s liability shall otherwise be governed by the provisions set forth below.
2. Quality Austria shall only be liable to clients for intentional and blatant, grossly negligent breaches of its contractual obligations in accordance with the provisions set out below. Quality Austria hereby disclaims liability for slight and simple gross negligence in any case.
3. Quality Austria limits its liability to such damages as are typically foreseeable to the client, and its liability shall be limited in amount to the contractually agreed remuneration paid to Quality Austria on the due date for the underlying services.
4. Quality Austria shall in no case be liable for lost profits, consequential losses, indirect losses, as well as pure financial losses of any kind.
5. Claims for damages may only be asserted by the filing of a court action within six months after the claimant has become aware of the damage, or at the latest within two years after the event giving rise to the claim, with such claims otherwise to be time-barred.
6. The client hereby warrants that Quality Austria’s services will be used exclusively for the purposes of the client and not for third parties, unless otherwise expressly agreed in writing with Quality Austria and not otherwise prohibited by law. However, if Quality Austria services are passed on to third parties or used for the benefit of third parties, this shall not entail any liability on the part of Quality Austria to such third party.
7. In the event that, exceptionally, Quality Austria should be deemed liable towards a third party, the provisions in sec. VI., in particular all of the limitations of liability contained herein, shall

apply not only in relations between Quality Austria and the client, but also towards the third party. In any case in which a third party asserts claims for damages against Quality Austria, the client shall indemnify and hold Quality Austria completely harmless against any such claims.

8. The maximum sum of liability agreed in sub-para. 3 above shall apply only once in total to all liability claimants, even if multiple persons (the client and a third party or multiple third parties) have suffered harm. Liability claimants will be satisfied in the order in which they have asserted claims.
9. If, despite the fact that there is no relationship between Quality Austria's legal representatives, employees and vicarious agents (in particular: auditors) and the client and thus no basis for contractual liability present, claims are nevertheless asserted against them, the above limitations of liability also apply to Quality Austria's legal representatives, employees and vicarious agents (in particular: auditors).

## V. LIABILITY INSURANCE

1. The client acknowledges that Quality Austria shall have no liability under sec. 12 (7) of the Accreditation Act 2012 and, in accordance with the Accreditation Insurance Ordinance, has taken out a policy of compulsory liability insurance with UNIQA Sachversicherung AG, insurance policy No. 2130/001544-9. The annex to the insurance policy contains excerpts of the Terms and Conditions of Insurance. The lump-sum assured (see Art. 6 of the annexed Terms and Conditions and sec. 2 of the ABPA) totals EUR 10,000,000.00 (euro ten million). Quality Austria shall provide the client with a copy of the entire insurance contract at any time upon the client's request.
2. Unless the liability section of the General Terms and Conditions of Quality Austria referred to in sec. IV. above already provides for a more extensive limitation of liability or disclaimer of liability, the parties agree that the client shall only have a claim for damages against Quality Austria to the extent that such claim is covered by insurance in accordance with the insurance contract referred to above.
3. The client shall promptly notify Quality Austria and the **qualityaustria** partner of any event of loss and, if possible, shall endeavour wherever possible to avert and mitigate losses and do whatever is necessary to establish the cause of the event of loss, unless it is unreasonable to expect it to do so. The client must support Quality Austria in defending against the claim, and provide detailed and truthful loss reports, inform Quality Austria of all facts relating to the event of loss and promptly forward all documents relating to the event of loss to it.

# ANNEX

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

## ARTICLE 6 LIMIT ON THE AMOUNT OF INSURANCE COVER

1. The maximum payment of the insurer for an insured event within the meaning of Art. 8 and simultaneously per insurance year is indicated by the sums assured stated in the policy, even if the insurance cover extends to multiple persons obliged to pay compensation.
2. Notwithstanding the provisions of para. 1 above, the following shall apply to duties of compensation arising from participation in joint ventures: If joint and several liability exists together with one or more other parties, the insurer's obligation to provide cover shall be limited to that part of the loss corresponding to the percentage share of the insured in internal relations with the other members of the joint venture. If no percentage shares have been agreed, then the proportionate share shall apply in accordance with the number of members of the joint venture bearing joint and several liability.
3. The insurer shall participate in any security payment or deposit which the insured is obliged by law or court order to provide to cover an obligation to pay damages to the same extent as in any claim pay-out.
4. If the insured is required to make annuity payments and if the capital value of such annuity exceeds the sum assured or the remaining amount of the sum assured following deduction of any other pay-outs under the same insured event, then the annuity to be paid shall only be reimbursed at the ratio of the sum assured or the residual amount thereof to the capital value of the annuity. The present value of the annuity is calculated for this purpose on the basis of Austrian Mortality Table MÖ 1930/33, at an annual interest rate of 3%.
5. The insurance also covers the judicial and extra-judicial costs reasonable in the circumstances to ascertain and defend against liability for damages asserted by a third party, even if the claim subsequently proves not to be well-founded.
6. The insurance also covers the cost of defence in criminal proceedings conducted on the instructions of the insurer (see Art. 9., sub-para. 1.3).
7. Costs as defined in sub-paras. 5. and 6. will be deducted from the sum assured.
8. Where settlement of a claim for damages by acknowledgement, confession of judgment, satisfaction or settlement fails due to resistance by the insured or if the insurance provider declares by registered letter that it shall provide its contractual share of compensation and costs in satisfaction of the claims of the insurance claimant, or deposits the corresponding amount with the court, the insurer shall not have any duty to pay the additional principal, interests and costs resulting from the date of the refusal/from the date of the above-referenced declaration or court deposit.
9. The insured's excess is EUR 727.00 per event of loss.

## ARTICLE 7 EXCLUSIONS

1. This insurance does not cover any obligation to pay damages
  - 1.1. asserted by persons who unlawfully and intentionally caused the losses for which they are being held liable by a third party. A deliberate act or omission is also considered to be an act or omission which the person concerned fails to avoid although he or she should have foreseen the likely harmful consequences but hazarded the consequences thereof.
  - 1.2. as a result of deliberate violation of laws, regulations or regulatory provisions applicable to the insured's professional activities, contrary to the instructions or conditions of the client or its authorised representatives;
  - 1.3. for losses
    - 1.3.1. directly or indirectly related to the effects of nuclear energy, with the exception of the use of laser beams or radionuclides for measurement or testing purposes;
    - 1.3.2. which are caused by
      - 1.3.2.1. aircraft or aeronautical equipment within the meaning of applicable law or
      - 1.3.2.2. motor vehicles or trailers, in the latter case to the extent that such trailers are required to bear an appropriate registration number, as a result of their use by the insured or persons acting on their behalf. Motor vehicles as defined in 1.3.2.2. hereof are all vehicles which are capable of travelling by mechanical propulsion under their own power and which are not bound to tracks (rails);
  - 1.4. for losses
    - 1.4.1. asserted by relatives of the insured;
    - 1.4.2. asserted by business partners and shareholders of the insured, by multiple insured under the same insurance contract and relatives of such persons. In the case of legal entities, or entities lacking legal personality or having only limited legal personality, the legal representatives and their relatives shall be deemed the equivalent of the insured and the insured's relatives. Relatives shall be deemed to include spouses, parents, parents-in-law and grandparents, children (including sons and daughters-in-law) and grand-children, adopted and fostered children as well as step-parents and step-children, siblings, their spouses and children and siblings of spouses. In terms of their significance for purposes of these definitions, extra-marital or common-law relationships shall enjoy a status equivalent to marital relationships.
  - 1.5. for losses caused by the insured's failure to remedy, within a reasonable period of time, particularly dangerous circumstances, the elimination of which the insurer could reasonably have requested and did request. In the event of any doubt, a circumstance which has led to a loss shall be deemed a particularly dangerous circumstance.
  - 1.6. for losses due to the Liability of Executives and Officers Act [Organhaftpflichtgesetz];

- 1.7. for losses suffered by the partners to a joint and several liability amongst themselves (see art. 6. (2)).
2. To the extent that the loss in question relates to other losses (see Art. (1) (1)), the insurance cover does not extend to legal liability of the insured for damage to the soils and waters. This exclusion of liability shall not apply if the damage was caused by a sudden, unforeseeable incident which deviates from the proper incident-free operations.
3. Notwithstanding the insurance cover provided for under Art. 1 (2), the insurance does not cover liability for losses
  - 3.1. due to damage to
    - 3.1.1. arising out of the loss of property borrowed, hired, leased or taken into custody by the insured or persons acting on the insured's behalf;
    - 3.1.2. moveable property arising during or as a result of its use, processing or any other activity on or with it by the insured or persons acting on the insured's behalf;
    - 3.1.3. those parts of immovable property on which the insured or persons acting on the insured's behalf directly perform or have performed any processing, use or other activity;
  - 3.2. for damage caused to work product or objects manufactured or supplied by the insured (or third parties on the insured's behalf or for its account) as a result of a cause which is inherent to the manufacture or delivery thereof.
4. The insurance does not cover claims for damages
  - 4.1. based on infringement of patent and intellectual property rights;
  - 4.2. based on non-performance or untimely performance of contract;
  - 4.3. based on a failure to meet deadlines for delivery of plans and drawings, where such deadlines are not set by law, regulation or official notice;
  - 4.4. based on advice regarding the selection of tradesmen and suppliers with regard to their creditworthiness;
  - 4.5. based on declarations concerning the duration of the production period and delivery periods;
  - 4.6. due to having exceeded estimates and credits and based on losses of credits or capital investments, arising out of the acquisition and use of goods, arising out of the brokerage, recommendation or commercial execution of money, property and other commercial transactions against payment or on a gratuitous basis and arising out of consequential acts from such activities;
  - 4.7. arising out of untimely conclusion, continuation or renewal of insurance contracts, arising out of the inadequate or incomplete scope of such contracts and arising out of late payment of premiums.
  - 4.8. for damages caused by shortfalls in cash management, by breaches in acts of payment, by embezzlement on the part of the insured's personnel or other persons used by the insured, as well as by theft, pilferage and non-delivery of money, securities and valuables.
5. Furthermore, this insurance does not cover claims for damages arising out of the planning or recommendation of essentially new machines, plants, products or processes or out of any research and/or development activity where such losses are causally attributable to the novel item.
6. The foregoing grounds of exclusion shall apply against all persons to whom the insurance cover under this contract extends, even if an insured event only exists in respect of one person or one part of such persons.

## ARTICLE 8

### DEFINITION OF INSURED EVENT

1. Any insured event is a breach (act or omission), as a result of which the insured could be liable for damages. If a breach could give rise to multiple obligations to pay damages, this shall be deemed to constitute one event of loss. It shall also be considered a single event of loss where several breaches, even if committed by multiple persons, give rise to one uniform loss.
2. A breach shall also be deemed to be an act or omission based on the same or similar source of error if the matters in question bear a legal or economic relationship with each other.

#### Corporate signature of client

Date:

Name, function:

Signature, company stamp: