

1. Preamble

QS (synonym for QS Schaffhausen AG) is a private based commercial, internationally active organisation for expertises. Its services are open to all interested parties who are willing to conclude a service contract with QS and to comply with its conditions.

The majority of QS's services are supervised by the authorities and licensed through international accreditations. This obliges them to align their working methods with recognised regulations, to ensure impartiality for their services, to inform the competent authorities about their business and to comply with their instructions. Where such regulations are lacking, QS will define its own guidelines based on the state of the art and on existing regulations as a reference.

2. Contracting parties

The contracting parties are the customer (synonym for client, applicant, manufacturer) and QS, who have signed the contract.

3. Contractual basics

Any contract (synonym for accepted offer, order, certification or conformity assessment procedure, mandate) with QS is based on the information provided by or about the client covering the company, activities, staff, procedures, products and required services.

In accordance with these conditions, a concept for implementation is agreed with the contract. If supplementary provisions, responsibilities and/or rules and regulations are referred to, these have to be regarded as an additional contractual basis.

4. Contract duration

A contract runs until the defined expiry date or the achievement of a defined performance target and then ends or it can be continued with a new contract.

5. Contract termination

A contract may be terminated by mutual agreement without notice in writing.

QS will review valid contracts at intervals to determine whether the basis of the contract still exists. If the customer does not fulfil or no longer fulfils the basis of the contract and/or does not fulfil his obligation under the contract after being requested to do so, QS may unilaterally terminate the contract in writing without notice. A contract shall be deemed to be terminated immediately in the event of a cessation of the business activities of the customer covered by the contract as well as in the event of forfeiture or misuse of certificates or logos. QS reserves the right to claim damages and/or expenses incurred in the event of termination of the contract. The obligation to pay for all services provided by QS up to the time of termination shall remain in force even after termination of a contract.

If QS does not fulfil or no longer fulfils the basis of the contract and/or does not fulfil its obligation under the contract after being requested to do so, the customer may unilaterally terminate a contract without notice in writing. A contract shall be deemed to have been terminated immediately if QS ceases the business activity covered by the contract. If the basis of the contract is missing as a result of new regulatory requirements and/or directives from authorised authorities, this shall be deemed to be a higher power. In this case, the customer shall refrain from claiming any expenses or disadvantages from QS in connection with the termination of the contract.

6. Contract modification

If the basis of the contract changes, QS shall adjust the services defined in the contract and shall be entitled to change the contract, also with cost consequences. The following shall be deemed to be a change in the basis of the contract: information from or about the customer is incorrect, provisions for accreditation have been changed, instructions have been changed or newly issued by the authorities involved, regulations or laws referred to have been changed, new applicable regulations or laws have been issued. Any change in the basis of the contract ordered or caused by third parties shall be deemed to be force majeure without any claim for compensation for expenses or disadvantages on the part of the customer.

QS shall be entitled to request further services in the sense of additional testing, re-testing, inspections and monitoring, with costs being incurred, if conditions arise which do not allow the contractual purpose agreed in the contract to be achieved or if defects or doubts about the quality, consistent quality or controlled activity arise at the Customer's premises.

If the contractual basis is missing for a limited period of up to 1 year, i.e. individual contractual conditions are temporarily not fulfilled, a contract can also be suspended. This is equivalent to a termination of the contract but with the possibility of converting the same contract or continuing it unchanged after the end of the suspension period.

7. Refusal or issue of the certificate

If the purpose of the contract or the criteria to be certified cannot be confirmed as such during the assessment activities despite subsequent checks, this gives QS cause to terminate the contract, subject to a complaint by the client.

As soon as the findings on the criteria to be certified are available in the certification procedure and have been positively verified, the certificate (synonym for test certificate, confirmation, conformity statement, certification certificate) is issued.

In the event of a contract amendment, QS replaces the certificate with an adapted certificate. The customer must henceforth refer to the modified certificate.

8. Withdrawal, suspension, termination and validity of the certificate

A certificate is valid for the duration of the contract to which the certificate relates and is registered continuously at the office.

Upon termination or expiry of a Contract, the Certificate based thereon shall immediately cease to be valid.

A contract may be suspended for a limited period of time. The effect on the certificate is the same as that of a withdrawal. With the resumption of the contract and with the continuation of the assessment activities, the certificate is valid again.

If the customer does not comply with the terms of the contract and / or refers to his certificate in an irregular manner or misuses logos, he will be warned once in writing. If he then fails to comply with his obligations under the contract, this shall be deemed by QS to be cause for termination of the contract. From the date of withdrawal, the certificate may no longer be mentioned or made apparent. Certificates and logos shall be returned without delay.

9. Costs

The contract with QS defines any planned and expected cost and additionally the estimation of costs in case of effort to be charged according to expenditure.

The estimation of cost is based on a defined price structure and as far as applicable according to the contractual scope on normative regulated directives for execution.

QS will adjust the price structure to local market demand and currencies. Adjusting the price will not affect current contracts. A temporary inactive contract may be adjusted when reactivated.

Contractually agreed service and liability is understood as to be owed for both parties. The client will have the right for compensation only in the case his account is free of any claim.

10. Obligations

10.1 Obligations of QS

QS assumes following obligations:

- to execute the contract according to the defined and / or applicable norms and regulations especially the requirements of accreditation and notification and directives concerned with this and to inform the client about these conditions.
- to follow the directives of appropriate accreditation and notification bodies imperatively executing the contract tend to inform the client about these conditions
- in case of revision of the contractual basis or appropriate regulations to adjust the work procedures, to inform the client appropriately about these conditions and to admit - as long as not determined otherwise specifically - some period for adoption for the client
- to serve the client with objective, competent and optimally selected experts, admitting for the client the right of access to the profile of expert in advance and to give the right to decline acceptance with appropriate reason.
- to execute the contract in a fair manner and to report the collected data objectively - if requested after clearance by the client.
- as far as required from appropriate regulations as condition, to register the valid certificates in appropriate recording tables and to adjust them in case of modifications

10.2 Obligations of client

The client assumes following obligations as far as it is connected with the contract or the enforcement of it - even this might cause additional costs:

- to verify the contract basis and to inform QS about any conditions which might challenge it
- in case of products (synonym for tool, protective system, component, individual construction, special construction, serial product), which have to be approved, not to contract with another assessment body parallel or to close an adequate agreement alternatively to QS
- to indicate immediately to QS in written form any changes towards the contract basis and the statement of the certificate (covers i.e company organisation, responsible staff, business activities, marketing, distribution, production procedures, production place, product design, components of products, human resources)
- to declare as for the execution of the contract a contact person as member of the management
- to follow the orders of QS among execution of the contract
- to provide (normally 2 weeks in advance) completely and without demand any evidence and information required for execution of the contract
- to provide right of access and inspection of records to appropriate experts even without notification in advance, in order to provide unrestricted execution of the contract

- to give all information truthfully, nothing to hide or to add, which might falsify the result of the execution of the contract
- to follow the regulatory requirements referenced within the contract and to adapt to changes without delay
- to keep records about complaints and product defects, to implement corrective actions and to inform QS appropriately about this
- to behave towards third parties on the market as this might be expected according to the policy and / or the statement of the certificate of the customer and as this is stipulated by the appropriate products
- to indicate any lack subjected to register at the appropriate authorities and to QS
- to give right of access to the company and to records for appropriate authorities even without notification in advance, in order they might be able to verify the conditions for executing the contract
- in case of directives from appropriate authorities to follow them without delay

11. Exclusion of liability

QS reinforces execution of the contract according to terms of contract on reports of recognized testing facilities, expertises of admitted experts, planned examination and announced as well as not announced inspection und surveillance. Any certificate is based on the technical state of art, available information, specific analyses and randomized sampling examinations of procedures, batches, production, evidence and samples declared as for relevant.

The assessments are based on random sampling of the available informations. This does not provide that within the assessment at first not complained facts might be without deficiency in any case.

The customer is responsible that any provided information and fact are correctly and significantly to prevent from wrong evaluation and in case of realizing any, to inform QS about this.

QS will not guarantee for non-appearance of success or any disadvantages i.e. towards structures, performance, finances, persons, objects, time, environment, safety, perspectives and reputation, arising for the customer in connection with any contract and / or subsequently to appropriate EC-directives as well as corresponding regulations and / or subsequently to requirements of appropriate authorities.

In despite to the certificate the client is liable for his business operation and for his self produced, introduced to the market or only traded products according to the appropriate law for product warranty.

In case of products the customer is responsible that they are defined all correctly according to validity cited in the certificate, that classification and area of validity defined is consistent to appropriate EC-regulations and corresponding national regulations and that appropriate evidence is existent completely and correctly. Mistakes realized later on will cause suspension of the certificate and / or will require additional effort, which will be handled as a new contract.

The customer is responsible for outcome of misuse and mistakes in case a certificate might be applied for statements beside the definition within the conformity documents as area of being valid.

The customer is responsible that his products are in accordance with the scope of validity of the certificate and the appropriate EC-directives and the corresponding national regulations even though different and complementary national regulations, interpretations and additional requirements might exist within the area of circulation of the products.

12. Confidentially

QS commits to protect any record (synonym for information, data, documents, drawings and samples) about the customer and the products which have been submitted among a contract, to handle it confidentially and to apply only for activities stipulated by the contract or a subsequent contract.

The customer commits to handle any record submitted by QS among a contract as confidential.

13. Archive

The customer may reclaim submitted original records by written demand after termination of contract and after ending of requirements of legal deadline for archive.

QS will archive any record which might provide a reproduction of contract and the execution of contract in an appropriate form (paper, electronically, reproduced) for at least 3 years after termination of the contract. After this period the records will be destructed beyond recognition without requesting the customer.

14. Disclosures

QS will inform the customer prior to closing a contract about the terms of conditions, requirements and procedures connected to a contract.

Any records required by an appropriate authority and / or following legal obligation to register are not underlying the obligation for confidentiality.

QS will notify significant incidences among products, not following of demands of the customer and issue as well as suspension of certificates to the authorities involved. Information about the customer will be registered in appropriate public accessible indices when contractually agreed or when required by the appropriate regulations.

QS operates a list of all valid certificates and gives in legitimated interest information about associated name and adress of the certified organisation and about validity of the certificate.

15. Application of Logos

QS provides to the customer logos consistent to a certificate (synonym for emblem, certification mark). Following rules do adhere when applied:

- Logos and especially officially recognized marks are protected. When applied the demands of QS, of appropriate EC-directives and of authorities involves must be fulfilled.
- Logos have to be reproduced in whole (including any border line and registration numbers) Colour and size is free for choice. Proportion and statement have to be maintained.
- The application of logos is allowed only as a valid contract exists with QS. The appropriate logos have to be removed within a 4 weeks period after a contract is terminated, suspended or expired. Based on a written application QS may admit to apply logos furtheron for already produced and / or marked products and business papers for a certain period as for sale.
- Logos based on certificates for organisational systems display a certain ability of the customer. They may be applied on business papers, visiting cards, promotion documents. They may not directly attach to produced / traded products of the customer nor applied that the impression might imply a qualification of product properties.
- Logos based on certificates for products display a certain product property. They may only applied in connection with the appropriate product and on product oriented promotion documents, data sheets, descriptions, user information, price list and only applied as it is clearly to be understood that the qualification covers only the appropriate product and not any performance of the customer.
- Logos based on certificates for products whose introduction to the market is regulated by any EC-directive and / or specific legal requirement display the authorisation of the product. In this case the logo may only applied conforming to appropriate norms assigning the marking or design of the identification plate and on promotion documents, data sheets, descriptions, user information, price list which are referring to the assessed and authorised product.

16. Procedure for administrative appeal

In case of discrepancies between the customer and QS, the customer may complain in a period of 2 weeks via the business head at the strategic committee in written form.

17. Applicable law

Any contract and any occasionally subsequently arising conflict has to be judged according to Swiss law, meaning exclusively the ordinary courts responsible for the place Schaffhausen (Switzerland) including the Swiss Bundesgericht must be involved. This has to be applied as well for foreign formation of a contract.

In case of any of the previous provision should be illegal, this would not affect the remaining other requirements of the contract.

QS has the right, to assign additions and restriction to the general contract conditions in order to make contracts conforming to foreign legal requirements. This will be defined individually with in the contract.

18. Final Conditions

Where this document is translated for foreign customers on local languages, the German version will be the only valid, in case of differing interpretation and in case of mistakes within the translation.

The customer declares acceptance with the general contract conditions by signing the contract offer by a responsible person and affixing the mark of the enterprise.

The general contract conditions are an enclosure of the contract offer.

General contract conditions are provided to the customer electronically to be downloaded from the homepage www.qsinternational.ch or in printed form as enclosure to the contract.