

1. Scope

Unless otherwise expressly agreed in writing and signed by the parties to the contract, or only to the extent not required by law, these GTC apply to all contractual relationships between the client and PIAQ Deutschland GmbH.

2. General

In order to obtain and maintain certification, clients must bring their management system into compliance with the applicable standards and maintain it. The client shall grant PIAQ Deutschland GmbH full access to evaluate, assess or report on the management of this system by means of audits in accordance with the applicable standards.

The certification carried out by PIAQ Deutschland GmbH only applies to services provided within the framework of a client's management system certified by PIAQ Deutschland GmbH. The client is solely responsible for all defects in its services and products. It shall indemnify PIAQ Deutschland GmbH against all defects, claims or liabilities arising from these products and services.

The certificate issued does not release the client from its legal requirements in connection with the services or products or other obligations in its management system

3. Contract

Unless the parties have agreed otherwise in writing, the services of PIAQ Deutschland GmbH under the contract shall be provided from the acceptance of the client's commission by PIAQ Deutschland GmbH, provided that the client accepts, signs PIAQ's offer or other written agreements. The initial term of the contract results from the offer.

4. The use of auditors

PIAQ Deutschland GmbH may, in its sole discretion, authorise the provision of some or all of the Services under the Agreement to an outside company, agent or supplier without the prior consent of the Client, such that the Client has consented to such transfer. To this end, the client agrees that PIAQ Deutschland GmbH may disclose confidential information of the client to an outside company solely for the purpose of providing all or part of the services.

5. Application of certification

The client is obliged to provide detailed information about the size and scope of his company and the management system.

PIAQ Deutschland GmbH shall prepare a quotation after receiving this information.

Should the information provided by the client later prove to be incorrect, PIAQ Deutschland GmbH reserves the right to amend and adjust its offer and/or contract accordingly in order to ensure compliance with the accreditation rules.

6. Initial Certification (Stage 1 and Stage 2)

Audits for initial certification are conducted in two stages, stage 1 and stage 2.

Stage 1: As a rule, the Stage 1 audit is carried out on site at the client's location(s).

Assessment topics for stage 1; the management system documentation is reviewed and assessed; the site-specific conditions and readiness for the stage 2 audit are assessed; the individual processes for internal audits and management reviews are assessed.

If PIAQ Deutschland GmbH determines as a result of the stage 1 audit that the planning for a stage 2 audit must be modified (e.g. changes in scope, working days, auditors, location), a contract adjustment may become necessary.

Unless otherwise agreed, the period between the end of stage 1 and the start of stage 2 shall not exceed 6 months. If compliance with this period of 6 months is not possible due to a reason within the client's sphere of influence, the client shall be obliged to have stage 1 carried out again at a charge.

In the audit of stage 2, the effectiveness of the introduced management system is checked.

The initial certification audit must start within one year after conclusion of the contract.

8. Certification Decision

PIAQ Deutschland GmbH alone has the right to make the certification decision. Provided the certification decision is positive, the client will receive a certificate and, if applicable, a PIAQ seal or information on the maintenance of the certification if all non-conformities have been effectively remedied.

The normative requirements must be completely fulfilled; before this, PIAQ Deutschland GmbH will not make a positive certification decision.

9. Issue of certificates

Certificates are issued with a validity of 3 years. The certificate remains the property of the certification body.

In accordance with the standard, the issued certificate contains the verification of the client's management system at the time of the certification audit, the scope of the management system, as well as geographical information and the duration of the certificate.

10. Surveillance Audit

The first surveillance audit, following the initial certification, may not be conducted more than 12 months after the date of the certification decision. At least one surveillance audit shall be conducted by PIAQ Deutschland GmbH per calendar year to determine whether a client's certification can be maintained. The client must take all necessary precautions to meet the agreed deadlines between PIAQ Deutschland GmbH and the client..

11. Recertification Audit

A recertification should be carried out in good time before the one-year validity of a certificate expires in order to ensure a complete certification. A new offer for recertification is made approx. 6 months before the expiry of a valid certificate. With a recertification, the conformity and effectiveness of the management system is evaluated

12. Expansion of the scope of application

In connection with a surveillance audit or in a special audit, an extension or reduction of the scope can take place. After receipt of a change request, it is checked whether an additional audit is necessary or not.

13. Witnessaudits

The client must allow observers to be present during the audits if requested, e.g. accreditation auditors, accreditation or designation bodies, standard designers or auditors undergoing training.

14. Cancellation of certificates

If the organisation no longer fulfils the conditions for the continued validity of the certification, the certificate can be cancelled. This includes e.g. takeover from another organisation, bankruptcy etc. If there are reasons, the certification contract must be terminated and the certificate returned and advertising with the certificate must cease.

15. Suspension of certificates

If the organisation fails to comply with the specified period for assessment or fails to meet the deadline for corrective action, the validity of the certificate must be suspended. A certificate can be suspended for 6 months at the latest. For resumption, an audit is carried out and after a successful result, the suspension is lifted and the certificate is valid again. If the problems of a suspension are not resolved after the specified period, the certificate will be withdrawn

16. Withdrawal of certificates

A certificate may be withdrawn if:

- The suspension of a certificate cannot be settled in due time
 - The certification contract with the client is terminated through their fault, or
 - The company does not fulfil the standard requirements according to specified deadlines or
 - The company ceases to operate permanently.
- The company must return the certificate and stop using the logo.

17. Changes

The client must inform PIAQ Deutschland GmbH immediately of any changes (e.g. products, services, locations (including temporary), number of employees, change of ownership, change of scope, etc.) affecting its management system.

If the client postpones or cancels the scheduled audit by notifying PIAQ Deutschland GmbH in writing within 21 working days from the first day of the audit, PIAQ Deutschland GmbH reserves the right to full compensation (including but not limited to unaudited remuneration). Non-cancellable travel expenses will be charged for the audit. This amount will not be deducted from the final invoiced audit fee for postponed audits. The same applies if the client fails to appear for an audit without written notification. If for any reason our accreditation is suspended or stayed, the client will not receive a refund. The company cannot demand financial compensation from PIAQ Deutschland GmbH for reasons such as loss of reputation, pecuniary loss, etc.

18. Use of logo

Every holder of a PIAQ certificate, which includes the certification of a management system according to standards, may obtain the applicable certification mark of PIAQ and use it in accordance with the regulations. PIAQ Deutschland GmbH permits the use of the PIAQ certification mark on documents that directly refer to a certified service, on letterheads and advertising material.

However, the right of use is strictly limited to the subject matter of the certification (e.g. areas of activity, certified company divisions, locations). Regulation for logo use (IT-02) see www.piaq.de

PIAQ Deutschland GmbH will review the use of the certification mark and/or associated logos by the client in follow-up audits.

The mark or accompanying text must not contain any ambiguity about what has been certified. The PIAQ Deutschland GmbH certification mark and/or accreditation mark must not be applied to the product or its packaging in such a way that the end user could interpret this as product conformity.

The use of the logo of the accreditation body by the client is not permitted.

19. Duties of the principal

Prior to the audit, the client must ensure that the documents/information generally required for certification or additionally requested by PIAQ Deutschland GmbH are prepared and made available to PIAQ Deutschland GmbH in good time, at the latest prior to the audit. The client is obliged to provide PIAQ Deutschland GmbH with all information, information and documents required and relevant in the context of audits, certification in general and otherwise, truthfully, completely and punctually; to take all necessary precautions to grant access to the appropriate equipment, location(s), area(s) and personnel, and to the client's subcontractors. The client shall draw the attention of PIAQ Deutschland GmbH on its own initiative to all processes and circumstances that could be of significance for the performance of the assignment. During the entire audit the client or the employee(s) instructed by him must be available for queries.

For the performance of the audits on site, the client is obliged to make appropriate premises available to the auditors.

20. Obligations of PIAQ Deutschland GmbH

PIAQ Deutschland GmbH is obliged to provide contractually agreed services to clients with the reasonable care and expertise expected of an organisation experienced in the certification industry providing the services, services of a similar nature in similar circumstances, for the provision and delivery of certificates and/or reports.

As a precautionary measure, it is noted that PIAQ Deutschland GmbH does not assume the role of an insurer or guarantor with respect to the adequacy, quality, merchantability, fitness for a particular purpose, legal and regulatory compliance or performance of management systems or processes that are the subject of the Services. Notwithstanding anything to the contrary contained herein or in any report, PIAQ Deutschland GmbH makes no express or implied warranties or representations, including any warranties of merchantability or fitness for a particular purpose or use for any activities conducted or systems or processes maintained or established by the Client.

PIAQ Deutschland GmbH shall provide the client with a report on the results of the previous audit.

21. Complaint and Appeals

With regard to the certification activities that are the responsibility of PIAQ Deutschland GmbH, the client has a right of complaint and objection. A complaint or objection must be made in writing / via homepage www.piaq.de to PIAQ Deutschland GmbH.

Confirmation and processing will be sent by PIAQ Deutschland GmbH to the complainant or objector after receipt of the complaint or objection.

PIAQ Deutschland GmbH will inform the complainant or opponent in writing of the result and termination of the complaint or objection procedure. The rules of procedure are available on the website of PIAQ Deutschland GmbH.

22. Confidentiality

Confidential Information may only be used by PIAQ Deutschland GmbH for the purposes of preparing, assessing and implementing the Contract.

"Confidential Information" means: All financial, legal, tax, technical information, information about designs, inventions, marketing, etc.

23. Data protection

For the purpose of proper order fulfilment and for its own purposes, PIAQ Deutschland GmbH stores, processes and uses personal data of the client. PIAQ Deutschland GmbH also uses automatic data processing systems for this purpose.

PIAQ Deutschland GmbH may disclose the client's address data and certificate-relevant facts within the scope of publication obligations prescribed by law or by accreditors. PIAQ Deutschland GmbH also maintains a reference list of all certificate holders, which is also made available to third parties.

PIAQ Deutschland GmbH is obliged under the Accreditation Act to provide information on the status of an issued certificate at the request of a third party.

24. Ownership of reports and certificates and intellectual property

The owner and holder of the copyright with regard to all documents made available by it, in particular each report or certificate, remains the certification company. The client may not alter or misrepresent the content of these documents in any form. Duplicates may be made by the client for internal purposes only. Upon request, duplicates of certificates shall be made available to the client for external use.

25. Prices

PIAQ Deutschland GmbH has calculated the prices agreed in the contract on the basis of the information provided by the client about the company. Should the circumstances within the client's company or the applicable standards and regulations change, the type, scope and/or content of the audits and, if applicable, certification to be carried out may change.

The client must inform the auditor immediately of any qualitative and/or quantitative changes in the client's company in comparison to the offer (e.g. change in the number of employees/locations, new fields of activity). In the event of the above-mentioned changes, the agreed remuneration shall be adjusted on the basis of the calculation, taking into account the additional effort in additional costs.

PIAQ Deutschland GmbH reserves the right to adjust remuneration, in particular fees and other costs, due to changes at the accreditation body.

26. Liability

PIAQ Deutschland GmbH undertakes to indemnify and hold its client harmless from and against all claims and costs (in any case including reasonable legal costs).

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The certification company shall not be liable for defective services or services that are not provided in part or in full, insofar as this results directly or indirectly from events that are beyond the control or discretion of the certification company (e.g. in the event of a breach by the client of its obligations to cooperate).

Furthermore, the certification company is not liable for indirect or consequential damages (including loss of profit).

27. Cancellation

Unless the contract is terminated in writing with 6 months' notice before the expiry of the current certificate, this contract shall be automatically renewed for further terms of the certificate, subject to the terms of the offer.

PIAQ Deutschland GmbH reserves the right to notify the client of any breach of its material obligations and failure to remedy the breach to the satisfaction of the certification body within 30 days of receipt of the certificate, including before the certificate is issued. We reserve the right to terminate the contract at any time.

Should the client fail to comply with the payment terms, PIAQ Deutschland GmbH reserves the right to terminate the contract.

28. Force majeure

If serious events occur, such as in particular force majeure, riots, armed or terrorist conflicts or if travel warnings have been issued for the area by the Federal Foreign Office at the location or in the area in which PIAQ Deutschland GmbH is to carry out audits, PIAQ Deutschland GmbH shall be released from its obligations to perform audits for the duration of the disruption and to the extent of its effect; this shall also apply in the event of default. The contracting parties are obliged to inform and notify each other in the event of such hindrances in order to adjust their obligations to the changed circumstances in good faith.

29. Applicable law and place of jurisdiction

German law shall apply to all disputes arising from or in connection with this contract, to the exclusion of the provisions of international private law.

To the extent permitted by law, the exclusive place of jurisdiction shall be Stuttgart. However, PIAQ Deutschland GmbH reserves the right to take legal action at the contractual partner's place of jurisdiction.