

MEĐUNARODNI USLOVI SERTIFIKACIJE

QUALITY AUSTRIA CERTIFICATION GMBH
VAŽE OD MAJA 2026. GODINE

Odnose se na **sertifikaciju sistema, verifikaciju, validaciju i druge srodne usluge**. Podložno izmenama. Važeća verzija ovih Uslova, sa svim izmenama i dopunama, dostupna je na internet stranici www.qualityaustria.com/gtc.

I. VAŽENJE I OBLAST PRIMENE

1. Ovi Međunarodni uslovi sertifikacije primenjuju se na sve podnosiocima zahteva i nosiocima sertifikata izvan Austrije kojima je Quality Austria Certification GmbH (u daljem tekstu: Quality Austria ili **qualityaustria**) izdala sertifikate u oblasti sertifikacije sistema, verifikacije i validacije. Ova oblast obuhvata, ali nije ograničena na, sertifikaciju, ocenjivanje, auditovanje, validaciju, verifikaciju, nadzor, evaluaciju i procenu organizacija, naročito njihovih sistema upravljanja, kao i druge povezane usluge audita zasnovane na normativnim modelima ocenjivanja, standardima i propisima.
2. Za podnosiocima zahteva sa sedištem izvan Austrije, sertifikacija se uobičajeno sprovodi u saradnji sa lokalnim partnerima **qualityaustria**, koji u koordinaciji sa **Quality Austria** obavljaju određene aktivnosti sertifikacije (posebno auditovanje) i pružaju lokalnu podršku podnosiocima zahteva. Usluge koje pruža partner **qualityaustria** podležu njegovim opštim uslovima poslovanja, koji se primenjuju pored ovih Međunarodnih uslova sertifikacije kompanije Quality Austria.
3. Podnošenjem zahteva za izdavanje sertifikata **qualityaustria**, podnosilac zahteva potvrđuje da prihvata sledeće uslove.
4. Na sertifikate koje izdaje Quality Austria primenjuju se isključivo ovi uslovi, kao i odgovarajući standardi na kojima se sertifikacija zasniva. Svi uslovi koji odstupaju od navedenih (npr. opšti uslovi poslovanja, uslovi nabavke ili drugi uslovi podnosioca zahteva) izričito su isključeni.

II. POVERLJIVOST, ČUVANJE POSLOVNE TAJNE, ZAŠTITA PODATAKA, SAGLASNOST ZA PROSLEDJIVANJE PODATAKA O ADRESI I PRIJEM PROMOTIVNOG MATERIJALA

1. Sve informacije koje podnosilac zahteva učini dostupnim kompaniji Quality Austria, a koje nisu javno dostupne, smatraće se poverljivim. Quality Austria se obavezuje da neće otkrivati trećim licima bilo koje poverljive informacije o podnosiocu zahteva do kojih dođe u okviru svojih aktivnosti (uključujući, ali ne ograničavajući se na, izveštaje o auditu i druge pisane izjave koje se odnose na rezultate aktivnosti kompanije **qualityaustria**), bez pisane saglasnosti podnosioca zahteva, osim

INTERNATIONAL CERTIFICATE CONDITIONS

OF QUALITY AUSTRIA CERTIFICATION GMBH VALID
AS OF MAY 2026

Concerning **system certification verification, validation, etc.** Subject to changes. The Conditions, as amended, are available at 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 Certification GmbH (hereinafter referred to as Quality Austria or **qualityaustria**) in the area of system certification, verification and validation. This area includes, but is not limited to, certification, assessment, auditing, validation, verification, monitoring, evaluation and assessment of organizations, in particular of their management systems, as well as other related audit services on the basis of normative evaluation models/standards/regulations.
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. SECRECY, CONFIDENTIALITY, DATA PROTECTION, CONSENT TO PASS ON ADDRESSES AND TO RECEIVE ADVERTISING MATERIALS

1. 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

ako je Quality Austria dužna da takve informacije otkrije na osnovu zakona ili normativnih zahteva, odnosno ako je njihovo otkrivanje apsolutno neophodno radi izvršenja ugovora. Ovo se primenjuje i nakon što je ugovoreni posao izvršen u skladu sa dogovorom.

2. Podnosilac zahteva obezbediće da svi podaci o ličnosti koje podnosilac zahteva dostavi partneru **qualityaustria** mogu biti prosleđeni i obrađivani od strane Quality Austria u okviru pružanja usluga. Podnosilac zahteva dužan je da poštuje sve primenjive propise o zaštiti podataka o ličnosti i pribavi sve saglasnosti koje mogu biti neophodne. Podnosilac zahteva će osloboditi Quality Austria od odgovornosti i obešteti je u tom pogledu.

III. ODGOVORNOST KOMPANIJE QUALITY AUSTRIA

1. Podnosilac zahteva potvrđuje da audit predstavlja isključivo proveru sistema upravljanja izvršenu na osnovu uzorkovanja i normativnih modela ocenjivanja, standarda i propisa.
Quality Austria po pravilu ne proverava usklađenost predmetne organizacije sa zakonom i ne daje nikakvu garanciju niti prihvata odgovornost za to da auditovana organizacija ispunjava sve zakonske zahteve. Odgovornost **qualityaustria** zasniva se na sledećim odredbama.
2. Quality Austria odgovara podnosiocu zahteva isključivo za povredu svojih ugovornih obaveza učinjenu namerno ili krajnjom nepažnjom, u skladu sa sledećim odredbama. Quality Austria isključuje svaku odgovornost za laku nepažnju i običnu grubu nepažnju.
3. Svaka odgovornost Quality Austria ograničena je na štetu koja je bila tipično predviđiva i koju je pretrpeo podnosilac zahteva, pri čemu je visina odgovornosti ograničena na ugovorenu naknadu plaćenu Quality Austria ili partneru **qualityaustria** za predmetne usluge sertifikacije.
4. Quality Austria isključuje svaku odgovornost za izgubljenju dobit, svaku posledičnu štetu prouzrokovanu nedostatkom, svaku neposrednu ili posrednu štetu, kao i svaku čistu imovinsku štetu.
5. Ukoliko se zahtev za naknadu štete ne istakne pred sudom u roku od šest meseci od dana kada je ovlašćeno lice saznalo za štetu, a najkasnije u roku od dve godine od događaja koji je osnov za potraživanje, takav zahtev zastareva.
6. U meri u kojoj je to dozvoljeno zakonom i osim ako sa Quality Austria nije izričito drugačije pisanim putem ugovoreno, podnosilac zahteva garantuje da će usluge **qualityaustria** biti korišćene isključivo za njegove potrebe, a ne za potrebe trećih lica. Ukoliko se usluge koje je

information by law, or unless Quality Austria is obliged to disclose such information due to normative requirements, or unless the disclosure of such information is not absolutely necessary for the fulfilment of the contract. This applies also after an order was performed as agreed.

2. 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.

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 be limited in amount to the contractually agreed 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

pružila Quality Austria prosluđe trećim licima ili ih treća lica koriste, Quality Austria neće odgovarati prema tim trećim licima.

7. Ukoliko je, izuzetno, Quality Austria odgovorna prema trećem licu, odredbe ovog Odeljka III, uključujući, ali ne ograničavajući se na, sva ograničenja odgovornosti sadržana u njemu, primenjivaće se ne samo između Quality Austria i podnosioca zahteva, već i u odnosu na to treće lice. Ukoliko treće lice istakne zahtev za naknadu štete protiv Quality Austria, podnosilac zahteva će u potpunosti osloboditi Quality Austria od odgovornosti i obešteti je u vezi sa takvim zahtevima.
8. Maksimalni iznos odgovornosti ugovoren u stavu 3. iznad primenjuje se ukupno samo jednom na sva oštećena lica, čak i ako je više lica (podnosilac zahteva, treće lice ili više trećih lica) pretrpelo štetu. Oštećena lica biće obeštećena prema hronološkom redosledu podnošenja njihovih zahteva.
9. Navedena ograničenja odgovornosti primenjuju se i na svakog zakonskog zastupnika, zaposlenog i pomoćnika u izvršenju (uključujući, ali ne ograničavajući se na, svakog auditora) kompanije Quality Austria, ukoliko se bilo kakav zahtev neposredno istakne protiv bilo kog od navedenih lica, iako između njih i podnosioca zahteva ne postoji ugovorni odnos niti se primenjuje ugovorna odgovornost.

IV. PRAVA PODNOSIOCA ZAHTEVA

1. Quality Austria se obavezuje da podnosioca zahteva obavesti o licima koja će izvršavati ugovoreni zadatak. Ukoliko podnosilac zahteva, iz opravdanih razloga, odbije predložena lica, Quality Austria će nastojati da predloži druga lica. Podnosilac zahteva nema pravo da uloži prigovor na izbor članova audit tima ukoliko su auditi najavljeni u kratkom roku. Quality Austria može, prema sopstvenoj slobodnoj proceni, odabrati lica koja će izvršavati ugovoreni zadatak, osim ako nacionalni ili međunarodni propisi, na primer politike IAF/EA, zahtevi akreditacionog tela ili zakoni i drugi propisi, na primer EMAS uredba, ne predviđaju drugačije.
2. Ukoliko lice koje je odredila Quality Austria nije u mogućnosti da izvršava svoje dužnosti neposredno pre ili tokom pružanja usluge, na primer zbog bolesti, biće zamenjeno drugim licem uz saglasnost podnosioca zahteva ili će biti dogovoren novi termin.
3. Podnosilac zahteva potvrđuje da je saglasan da posmatrač i akreditacionih tela i/ili Quality Austria (na primer, witness auditori ili auditori na obuci) mogu učestvovati u uslugama koje se pružaju na lokaciji podnosioca zahteva.

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 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 on-site services.

V. OBAVEZE PODNOSIOCA ZAHTEVA

1. Podnosilac zahteva će obezbediti da sva dokumentacija, podaci i druge informacije neophodne za pružanje odgovarajućih usluga **qualityaustria** budu dostavljeni Quality Austria i bez posebnog zahteva, kao i da Quality Austria bude obavještena o svim događajima i okolnostima koje mogu biti od značaja za izvršenje ugovorenog posla.
2. Podnosilac zahteva će omogućiti pristup prostorijama, postrojenjima i radnim mestima.
3. Podnosilac zahteva će preduzeti odgovarajuće organizacione mere kako bi obezbedio da odgovorni zaposleni budu prisutni i spremni da pruže praktične dokaze.
4. Podnosilac zahteva će obezbediti da svi zaposleni koje ispituje Quality Austria daju iskrene i istinite informacije o svim internim pitanjima koja su od značaja za ocenjivanje odgovarajućeg sistema upravljanja.

VI. PRAVA INTELJEKTUALNE SVOJINE

1. Sva dokumenta koja Quality Austria može dostaviti u štampanom ili elektronskom obliku, kao što su obrasci za samoprocenu, šabloni ili kontrolne liste, predstavljaju intelektualnu svojinu kompanije Quality Austria i mogu se koristiti isključivo u svrhe koje je odredila Quality Austria. Osim uz izričitu pisanu saglasnost Quality Austria, zabranjena je svaka druga upotreba, kao i stavljanje tih dokumenata na raspolaganje trećim licima. Bez saglasnosti Quality Austria, navedena dokumenta se ne smeju umnožavati niti učiniti dostupnim trećim licima.
2. Bez saglasnosti Quality Austria nije dozvoljeno fotografisanje niti pravljenje audio ili video snimaka tokom pružanja usluga **qualityaustria**.
3. U slučaju bilo kakvog kršenja odredaba ovog Odeljka VI, Quality Austria ima pravo da zahteva ugovornu kaznu u iznosu od 30.000 EUR za svaku pojedinačnu povredu, bez dovođenja u pitanje prava Quality Austria da zahteva naknadu dalje štete.

VII. OČUVANJE NEPRISTRASNOSTI I NEZAVISNOSTI KOMPANIJE QUALITY AUSTRIA

1. Podnosilac zahteva obavezuje se da će se uzdržati od bilo kakvih radnji koje bi mogle dovesti u pitanje nezavisnost lica koja su angažovali Quality Austria i partner **qualityaustria**. Ovo se naročito odnosi na ponude za obavljanje konsultantskih usluga ili zaposlenje, kao i na zaključivanje ugovora za račun tog lica.
2. Radi obezbeđivanja svoje nepristrasnosti, Quality Austria i **qualityaustria** partner neće pružati konsultantske usluge koje se odnose na predmet ugovorene sertifikacije i koje bi dovele do izdavanja sertifikata.

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. USLOVI ZA IZDAVANJE/ODRŽAVANJE **qualityaustria** SERTIFIKATA

1. **qualityaustria** sertifikati imaju datum prvog izdavanja, datum važenja i datum izdavanja. Pored toga, svaki **qualityaustria** sertifikat ima registracioni broj koji Quality Austria dodeljuje samo jednom i koji je stoga jedinstven i sledljiv.
2. Datum prvog izdavanja ostaje nepromenjen tokom celokupnog životnog ciklusa, odnosno tokom neprekidnog važenja **qualityaustria** sertifikata, i predstavlja datum njegovog prvog izdavanja.
3. Datum važenja određuje period važenja sertifikata. Tokom perioda važenja, nosilac **qualityaustria** sertifikata dužan je da angažuje Quality Austria ili **qualityaustria** partnera za sprovođenje godišnjih nadzornih audita. Osim ako nije drugačije ugovoreno ili propisano od strane akreditacionog ili sertifikacionog tela, **qualityaustria** sertifikat važi tri godine, dok se nadzorni auditi sprovode u intervalima od dvanaest meseci. Nadzorni auditi mogu se odložiti za najviše $\pm$ tri meseca, uz dostavljanje pisanog obrazloženja (izuzev prvog nadzornog audita i osim ako primenjeni obavezujući propisi ne predviđaju drugačije).
4. Datum izdavanja predstavlja datum poslednje izmene sertifikata, na primer proširenja opsega sertifikata ili produženja njegovog važenja.
5. Osim ako nije drugačije propisano sertifikacionom šemom, opseg primene po pravilu obuhvata celu organizaciju. Ukoliko je potrebno ograničiti opseg na određene poslovne ili proizvodne oblasti, sektore, lokacije ili zavisna društva, takvo ograničenje biće navedeno u sertifikatu.
6. Za organizacije sa više nezavisnih opsega/sistema upravljanja mogu se izdati podsertifikati. Pravo na zasebno korišćenje ovih podsertifikata za sve opsege stiže se plaćanjem odgovarajuće naknade za korišćenje za svaku organizaciju.
7. Radi obnove sertifikata, aktivnosti resertifikacije (obnovni audit) moraju biti uspešno završene pre isteka važeće sertifikacije.
8. Ukoliko Quality Austria utvrdi neusaglašenosti, iste moraju biti uspešno otklonjene u roku od najviše šest meseci radi održavanja sertifikata, pri čemu se moraju poštovati i kraći rokovi propisani nacionalnim i međunarodnim propisima, kao što su politike IAF/EA, zahtevi akreditacionog tela ili zakoni i drugi propisi (npr. EMAS uredba i sl.). Sprovođenje korektivnih mera dokazuje se, prema odluci **qualityaustria**, tokom naknadnog audita i/ili dostavljanjem odgovarajuće dokumentacije. Ukoliko korektivne mere ne budu sprovedene u ugovorenom roku, sertifikacija može biti ograničena ili privremeno ili trajno povučena.

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 $\pm$ 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. Unless otherwise specified in the certification scheme, the scope of application is generally the entire organisation. 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 followup 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. Sertifikati ostaju u vlasništvu **qualityaustria** i, osim u slučaju njihovog ograničenja ili povlačenja u skladu sa Odeljkom XI, moraju biti vraćeni Quality Austria preporučenom poštom najkasnije u roku od šest meseci od isteka njihovog važenja. Sertifikati koji su bili predmet ograničenja ili povlačenja moraju biti vraćeni odmah (videti Odeljak XI, stav 3).
10. Quality Austria zadržava pravo da sprovede audite najavljene u kratkom roku ili nenajavljene audite, na primer u slučaju pritužbi trećih lica u vezi sa sistemom upravljanja organizacije klijenta ili drugih pritužbi, ili kao posledicu promena, odnosno kao posledicu suspendovane sertifikacije nosioca sertifikata.

IX. PRAVA I OBAVEZE NOSILACA **qualityaustria SERTIFIKATA I **qualityaustria** OZNAKA**

1. Nosilac **qualityaustria** sertifikata ima pravo da koristi **qualityaustria** znak sertifikacije, pečat i odgovarajući jubilejski sertifikat (u daljem tekstu: „**qualityaustria** oznake”) u skladu sa uslovima navedenim u nastavku. Svaka njihova grafička izmena zahteva prethodnu pisanu saglasnost **qualityaustria**.
2. Pravo korišćenja **qualityaustria** oznaka ne može se prenositi na treća lica.
3. Osim u slučaju ograničenja ili povlačenja u skladu sa Odeljkom XI, **qualityaustria** oznake mogu se koristiti, uključujući i u reklamne svrhe, najduže šest meseci nakon isteka važenja **qualityaustria** sertifikata. Oglašavanje u kojem se koriste **qualityaustria** oznake i/ili se upućuje na **qualityaustria** sertifikaciju ne sme biti obmanjujuće i mora jasno pokazivati da li je sertifikovana organizacija ili organizaciona jedinica.
4. **qualityaustria** oznake ne smeju se koristiti na način koji bi mogao biti protumačen kao oznaka usaglašenosti proizvoda. **qualityaustria** oznake ne smeju se koristiti na proizvodima, izveštajima o laboratorijskim ispitivanjima, sertifikatima o etaloniranju, izveštajima o inspekciji niti na sertifikatima koje izdaje kupac ili treće lice. Opšte informacije na ambalaži proizvoda i u pratećim informativnim brošurama o proizvodima, koje se odnose na sertifikovani sistem upravljanja, dozvoljene su pod uslovom da su navedeni sertifikovana organizacija, vrsta sistema upravljanja, primenjeni standard i sertifikaciono telo, kao i da takve informacije ne stvaraju utisak da je sertifikovan proizvod, proces ili usluga. Prilikom navođenja opsega sertifikacije mora se koristiti tačan tekst sertifikata.
5. Nosilac **qualityaustria** sertifikata, odnosno korisnik **qualityaustria** oznaka, obavezuje se da ih koristi isključivo u skladu sa pravilima poštene konkurencije. **qualityaustria** sertifikat i **qualityaustria** oznake ne smeju se koristiti na

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).
10. Quality Austria reserves the right to carry out audits announced at short notice or unannounced audits, for example in the event of complaints by third parties about the management system of the client organization or other complaints, or as a consequence of changes, or as a consequence of suspended customer certifications.

IX. RIGHTS AND OBLIGATIONS OF HOLDERS OF A **qualityaustria CERTIFICATE AND **qualityaustria** MARKS**

1. A holder of a **qualityaustria** certificate may use the **qualityaustria** certification mark, the seal and associated anniversary certificate (hereinafter „**qualityaustria** Marks”) 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** Marks may not be transferred to third parties.
3. Except in case of any limitation or withdrawal pursuant to Section XI, the **qualityaustria** Marks may be used, including for advertising purposes, up to six months after the **qualityaustria** certificate has expired. Advertising featuring the **qualityaustria** Marks and/or a **qualityaustria** certification may not be misleading and shall clearly show whether an organization or an organizational unit has been certified.
4. The **qualityaustria** Marks may not be used in a manner which could be interpreted as any marking of product conformity. The **qualityaustria** Marks 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.
5. The holder of a **qualityaustria** certificate or a **qualityaustria** Marks undertakes to use these strictly in compliance with the rules of fair competition. The **qualityaustria** certificate and the **qualityaustria** Marks may not be used in a misleading or abusive form or in any other way that brings Quality Austria into disrepute.

- obmanjujući ili zloupotrebljavajući način niti na bilo koji drugi način kojim bi se narušio ugled Quality Austria.
6. Nosilac **qualityaustria** sertifikata dužan je da bez odlaganja (najkasnije u roku od pet radnih dana) pisanim putem obavesti Quality Austria i **qualityaustria** partnera o svakoj organizacionoj promeni u okviru opsega sertifikacije, kao što su reorganizacija, prestanak postojećih ili proširenje novih poslovnih aktivnosti, kao i o svakoj drugoj značajnoj promeni sertifikovanog sistema upravljanja.
 7. Sistem upravljanja mora se dokazivo unapređivati sprovođenjem sistematskih aktivnosti, kao što su interni auditi i periodična preispitivanja sistema upravljanja, u intervalima koji su u datom trenutku primenljivi, a koji trenutno iznose dvanaest meseci, ukoliko to zahtevaju odgovarajući standardi (npr. ISO 9001, ISO 14001 itd.).
 8. Sve pritužbe trećih lica koje se odnose na sistem upravljanja moraju se bez odlaganja (najkasnije u roku od pet radnih dana) pisanim putem prijaviti Quality Austria i **qualityaustria** partneru. Svaka pritužba mora biti razmotrena i po potrebi moraju biti pokrenute odgovarajuće korektivne mere. Pored toga, svaka pritužba i preduzete mere moraju biti stavljene na uvid Quality Austria ili **qualityaustria** partneru tokom naredne sertifikacione aktivnosti na lokaciji.
 9. Za usluge u oblasti sistema upravljanja bezbednošću i zdravljem na radu, nosioci **qualityaustria** sertifikata dužni su, pored gore navedenih zahteva, da bez odlaganja pisanim putem obaveste Quality Austria i **qualityaustria** partnera o nastanku ozbiljnog incidenta ili kršenja propisa koje zahteva uključivanje nadležnog organa (videti IAF MD 22, G 8.5.3). Nezavisno od toga da li je nadležni organ uključen, Quality Austria može sprovesti poseban audit ukoliko Quality Austria ili **qualityaustria** partner sazna za ozbiljan incident ili kršenje propisa u vezi sa bezbednošću i zdravljem na radu, kako bi se utvrdilo da li je sistem upravljanja bio narušen i da li je efikasno funkcionisao (up. IAF MD 22, G 9.6.4.2). Dodatni auditi naplaćuju se prema cenama **qualityaustria** koje važe u trenutku pružanja usluge. Informacije o ozbiljnim incidentima ili kršenjima propisa, koje dostavi nosilac **qualityaustria** sertifikata ili koje audit tim neposredno prikupi tokom audita, predstavljaju osnov da Quality Austria – pored slučajeva navedenih u Odeljku XI ovih Opštih uslova – povuče sertifikaciju ukoliko sertifikovani sistem upravljanja više ne ispunjava zahteve za sertifikaciju sistema upravljanja bezbednošću i zdravljem na radu (up. IAF MD 22, G 9.6.5.2).
 6. 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.
 7. 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.
 8. 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.
 9. For services in the field of Occupational Health and Safety Management Systems the holder of a **qualityaustria** certificate shall, in addition to the requirements described above, inform Quality Austria and 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, G 8.5.3). Independently from the involvement of the competent regulatory authority, a special audit may be conducted by Quality Austria in the event that Quality Austria or a **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, G 9.6.4.2). For additional audits, the **qualityaustria** prices valid at the time of performance will be charged. Information on serious incidents or regulation breaches, provided by a **qualityaustria** certificate holder or directly gathered by the audit team during an audit, shall provide grounds for Quality Austria – in addition to the cases described in Section 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, G 9.6.5.2.).

X. VIŠA SILA

1. „Događaj više sile“ označava svaki događaj koji je van razumne kontrole bilo koje ugovorne strane i koji ometa ili sprečava ispunjenje ili dalje izvršavanje ugovornih obaveza te strane, a naročito, ali ne isključivo: (i) rat (bez obzira da li je objavljen ili ne), neprijateljstva, invaziju, dejstva stranog neprijatelja, opštu vojnu mobilizaciju; (ii) građanski rat, nered, pobunu i revoluciju, vojnu ili uzurpiranu vlast, ustanak, teroristički akt, sabotažu ili pirateriju; (iii) devizna i trgovinska ograničenja, embargo i sankcije; (iv) postupanje organa vlasti, bilo zakonito ili nezakonito, postupanje u skladu sa zakonom ili naredbom državnog organa, eksproprijaciju, zaplenu postrojenja, rekviziciju i nacionalizaciju; (v) kugu, epidemiju, pandemiju, kao što je COVID-19, prirodnu katastrofu ili ekstremni prirodni događaj; (vi) eksploziju, požar, uništenje opreme, dugotrajn prekid saobraćaja, telekomunikacija, informacionih sistema ili snabdevanja energijom; (vii) opšte poremećaje u radnim odnosima, kao što su bojkot, štrajk i isključenje zaposlenih sa rada (lockout), usporavanje rada (go-slow) i zauzimanje fabrika i poslovnih prostorija.
2. U slučaju nastanka događaja više sile, o kojem je ugovorna strana koja se na njega poziva dužna da obavesti drugu ugovornu stranu, rok za pružanje usluga, a naročito za sprovođenje sertifikacionih aktivnosti od strane Quality Austria i/ili **qualityaustria** partnera, produžava se do prestanka svih smetnji prouzrokovanih događajem više sile. Ukoliko događaj više sile traje duže od šest meseci, svaka ugovorna strana ima pravo da raskine ugovor sa trenutnim dejstvom. U tom slučaju, podnosilac zahteva dužan je da plati sve usluge koje su do tada pružili Quality Austria i/ili **qualityaustria** partner.
3. U pogledu već izdatih sertifikata, Quality Austria ima pravo da u slučaju događaja više sile privremeno povuče sertifikaciju (videti Odeljak XI). Ukoliko događaj više sile ima naročito ozbiljne i/ili dugotrajne posledice, na primer ako traje duže od šest meseci, svaka ugovorna strana ima pravo da raskine ugovor sa trenutnim dejstvom, a Quality Austria ima pravo da trajno povuče sertifikaciju (videti Odeljak XI). U slučaju povlačenja sertifikacije, podnosilac zahteva nema pravo da zadrži ili zahteva povraćaj bilo kojih izvršenih plaćanja, uključujući naknade za izdavanje sertifikata i pravo njegovog korišćenja.

X. FORCE MAJEURE

1. "Force Majeure Event" shall mean any contingency beyond the reasonable control of either party, which interferes with, or prevents, the fulfilment 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 breakdown of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lockout, 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 hindrances 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 long time 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. OGRANIČENJE I POVLAČENJE **qualityaustria SERTIFIKATA I **qualityaustria** OZNAKA**

1. Quality Austria može, iz opravdanog razloga, sa trenutnim dejstvom ograničiti opseg sertifikacije ili privremeno ili trajno povući sertifikaciju, naročito ukoliko nisu ispunjeni uslovi za održavanje sertifikata navedeni u Odeljku VIII i zahtevi navedeni u Odeljku IX, u slučaju događaja više sile (videti Odeljak X), ili ukoliko naknada za usluge koje je pružila Quality Austria (uključujući naknade za izdavanje sertifikata i pravo njegovog korišćenja) nije blagovremeno plaćena Quality Austria. Merodavan je datum prijema uplate od strane Quality Austria. Isto važi i u slučaju likvidacije poslovanja nosioca **qualityaustria** sertifikata ili – u meri u kojoj je to dozvoljeno primenjivim propisima o insolventnosti – ukoliko je pokrenut postupak insolventnosti ili je pokretanje takvog postupka odbijeno zbog nedostatka sredstava za pokriće troškova postupka.
2. O svakom ograničenju ili povlačenju sertifikacije Quality Austria će pisanim putem obavestiti nosioca sertifikata. Ograničenje ili povlačenje sertifikacije biće objavljeno i proizvođače pravno dejstvo od trenutka prijema obaveštenja.
3. U slučaju ograničenja ili povlačenja sertifikacije, kao i po prestanku ugovora, nosilac **qualityaustria** sertifikata dužan je da bez odlaganja vrati Quality Austria **qualityaustria** sertifikate preporučenom poštom, da prestane sa korišćenjem **qualityaustria** oznaka i da obezbedi da se prestane sa svakim korišćenjem dokumenata, materijala ili drugih zapisa koji sadrže upućivanje na njegov sertifikovani status. U slučaju povrede ove odredbe, Quality Austria ima pravo da zahteva ugovornu kaznu u iznosu od 30.000 EUR za svaku pojedinačnu povredu, bez dovođenja u pitanje prava Quality Austria da zahteva naknadu dalje štete.

XII. PRESTANAK UGOVORA

1. Svaka ugovorna strana može raskinuti ugovor uz otkazni rok od tri meseca, sa dejstvom na kraj kalendarske godine.
2. Ugovor može biti raskinut sa trenutnim dejstvom iz opravdanog razloga (vanredni raskid). Opravdani razlog za Quality Austria postoji naročito: (i) ukoliko nosilac **qualityaustria** sertifikata povredi svoje obaveze iz Odeljka IX ili druge bitne obaveze iz ovog ugovora; (ii) ukoliko, u skladu sa Odeljkom X, stav 3, događaj više sile traje duže od šest meseci; (iii) u slučaju povlačenja sertifikacije u skladu sa Odeljkom XI, stav 1; i (iv) ukoliko nastavak ugovornog odnosa iz drugih razloga više nije razumno očekivati od Quality Austria.
3. Obaveštenje o raskidu ugovora mora biti dato u pisanom obliku.

XI. WITHDRAWAL OF **qualityaustria CERTIFICATES AND **qualityaustria** 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** Marks 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.

4. U slučaju raskida ugovora, podnositelj zahteva dužan je da plati sve usluge koje je Quality Austria do tada pružila.

XIII. ZAVRŠNE ODREDBE

1. Sve izmene i dopune ovih uslova moraju biti sačinjene u pisanom obliku.
2. Ukoliko je jedna ili više odredaba ovih uslova ništava ili nevažeća, to neće uticati na punovažnost ostalih odredaba. Nevažeća odredba biće zamenjena važećom odredbom koja u najvećoj mogućoj meri odgovara ekonomskoj svrsi ovih uslova.
3. Za rešavanje svih sporova koji proisteknu iz ili u vezi sa ovim ugovorom isključivo su nadležni sudovi u Prvom bečkom okrugu.
4. Na ovaj ugovor primenjuje se pravo Republike Austrije, uz isključenje pravila o rešavanju sukoba zakona i Konvencije Ujedinjenih nacija o ugovorima o međunarodnoj prodaji robe (CISG).

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.

ANEKS

Izvod iz Opštih uslova osiguranja (H 928) društva UNIQA za osiguranje od odgovornosti akreditovanih tela – obavezno osiguranje od odgovornosti u skladu sa Uredbom o osiguranju u oblasti akreditacije (ABPA), verzija iz 2000. godine

ČLAN 6 OGRAIČENJE IZNOSA OSIGURAVAJUĆEG POKRIĆA

1. Maksimalna obaveza osiguravača za jedan osigurani slučaj u smislu člana 8, kao i za jednu godinu osiguranja, određena je iznosima osiguranja navedenim u polisi, čak i kada se osiguravajuće pokriće odnosi na više lica koja su obavezna na naknadu štete.
2. Nezavisno od odredaba stava 1. ovog člana, za obaveze naknade štete koje proizlaze iz učešća u zajedničkim poduhvatima (*joint ventures*) primenjuje se sledeće: ukoliko postoji solidarna odgovornost zajedno sa jednim ili više drugih učesnika, obaveza osiguravača da pruži osiguravajuće pokriće ograničena je na deo štete koji odgovara procentualnom učešću osiguranika u internim odnosima sa ostalim članovima zajedničkog poduhvata. Ukoliko procentualni udeli nisu ugovoreni, primenjuje se srazmerni udeo određen prema broju članova zajedničkog poduhvata koji solidarno odgovaraju.
3. Osiguravač će učestvovati u obezbeđenju ili polaganju jemstva koje je osiguranik, na osnovu zakona ili sudske odluke, dužan da pruži radi obezbeđenja obaveze naknade štete, u istom obimu u kojem bi učestvovao u isplati odštetnog zahteva.
4. Ukoliko je osiguranik dužan da isplaćuje rentu, a kapitalizovana vrednost te rente premašuje iznos osiguranja ili preostali iznos osiguranja nakon odbitka drugih isplata po istom osiguranom slučaju, renta će biti naknađena samo u srazmeri između iznosa osiguranja, odnosno njegovog preostalog dela, i kapitalizovane vrednosti rente. Sadašnja vrednost rente za ovu svrhu obračunava se na osnovu Austrijske tablice mortaliteta MÖ 1930/33, uz godišnju kamatnu stopu od 3%.
5. Osiguranje obuhvata i razumne sudske i vansudske troškove koji nastanu radi utvrđivanja i odbrane od zahteva za naknadu štete koje istakne treće lice, čak i ukoliko se naknadno utvrdi da takav zahtev nije bio osnovan.
6. Osiguranje obuhvata i troškove odbrane u krivičnim postupcima koji se vode po nalogu osiguravača (videti član 9, stav 1.3).
7. Troškovi iz stavova 5. i 6. odbijaju se od iznosa osiguranja.
8. Ukoliko do namirenja zahteva za naknadu štete putem priznanja, priznanja tužbenog zahteva, ispunjenja obaveze ili poravnjenja ne dođe zbog protivljenja osiguranika, ili ukoliko osiguravač preporučenim pismom izjavi da će isplatiti svoj ugovoreni deo naknade štete i troškova radi namirenja zahteva oštećenog, odnosno položi odgovarajući iznos kod suda, osiguravač nije dužan da snosi dodatni iznos glavnog duga, kamatu niti troškove nastale od dana odbijanja, odnosno od dana navedene izjave ili polaganja iznosa kod suda.
9. Učešće osiguranika u šteti iznosi 727,00 EUR po svakom štetnom događaju.

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 subparas. 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

ČLAN 7 ISKLUČENJA

1. Ovo osiguranje ne pokriva obavezu naknade štete:
 - 1.1. koju potražuju lica koja su protivpravno i namerno prouzrokovala štetu za koju ih treće lice smatra odgovornim. Namernom radnjom ili propuštanjem smatra se i radnja ili propuštanje koje lice nije sprečilo, iako je moralo predvideti verovatne štetne posledice, ali je svesno pristalo na rizik njihovog nastupanja.
 - 1.2. koja je nastala usled namernog kršenja zakona, drugih propisa ili regulatornih odredaba koje se primenjuju na profesionalnu delatnost osiguranika, suprotno uputstvima ili uslovima klijenta ili njegovih ovlašćenih predstavnika.
 - 1.3. za štete:
 - 1.3.1. koje su neposredno ili posredno povezane sa dejstvom nuklearne energije, osim u slučaju upotrebe laserskih zraka ili radionuklida u svrhe merenja ili ispitivanja;
 - 1.3.2. koje su prouzrokovane:
 - 1.3.2.1. vazduhoplovima ili vazduhoplovnom opremom u smislu važećih propisa; ili
 - 1.3.2.2. motornim vozilima ili prikolicama, pri čemu se ovo drugo odnosi samo na prikolice za koje je propisana obaveza registracije, usled njihove upotrebe od strane osiguranika ili lica koja postupaju u njegovo ime.
 - 1.3.2.3. U smislu ove odredbe, motornim vozilima smatraju se sva vozila koja se kreću uz pomoć sopstvenog mehaničkog pogona i nisu vezana za šine (kolosek).
 - 1.4. za štete:
 - 1.4.1. koje potražuju srodnici osiguranika;
 - 1.4.2. koje potražuju poslovni partneri i akcionari, odnosno članovi društva osiguranika, druga lica osigurana po istoj polisi osiguranja, kao i srodnici tih lica. U slučaju pravnih lica, odnosno subjekata koji nemaju pravni subjektivitet ili imaju ograničeni pravni subjektivitet, zakonski zastupnici tih subjekata i njihovi srodnici smatraju se izjednačenim sa osiguranikom,

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 de-fined in
 - 1.3.2.3. 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

odnosno srodnici osiguranika. Srodnici se smatraju braćni drugovi, roditelji, svekar, svekrva, tast, tašta i babe i dede, deca (uključujući zeta i snaju) i unuci, usvojena i deca na hraniteljstvu, očuh, maćeha i pastorci, braća i sestre, njihovi braćni drugovi i deca, kao i braća i sestre braćnih drugova. Za potrebe ove odredbe, vanbraćna zajednica smatra se izjednačenom sa braćnom zajednicom.

- 1.5. za štete prouzrokovane time što osiguranik nije, u razumnom roku, otklonio naročito opasne okolnosti, čije je otklanjanje osiguravač mogao razumno da zahteva i koje je zaista zahtevao. U slučaju sumnje, okolnost koja je dovela do nastanka štete smatraće se naročito opasnom okolnošću.
- 1.6. za štete koje proizlaze iz primene Zakona o odgovornosti organa pravnih lica (*Organhaftpflichtgesetz*);
- 1.7. za štete koje međusobno pretrpe lica koja solidarno odgovaraju (videti član 6, stav 2).
1. Ukoliko se predmetna šteta odnosi na druge štete (videti član 1, stav 1), osiguravajuće pokriće ne obuhvata zakonsku odgovornost osiguranika za štetu nanetu zemljištu i vodama. Ovo isključenje odgovornosti ne primenjuje se ukoliko je šteta prouzrokovana iznenadnim, nepredvidivim događajem koji predstavlja odstupanje od redovnog odvijanja poslovanja bez nezgoda.
2. Bez obzira na osiguravajuće pokriće iz člana 1, stav 2, osiguranje ne pokriva odgovornost za štete:
 - 2.1. usled oštećenja:
 - 2.1.1. ili gubitka stvari koje je osiguranik ili lice koje postupa u njegovo ime pozajmilo, unajmilo, uzelo u zakup ili primilo na čuvanje;
 - 2.1.2. pokretnih stvari, do kojih je došlo tokom ili kao posledica njihove upotrebe, obrade ili bilo koje druge aktivnosti koju na njima ili sa njima obavlja osiguranik ili lice koje postupa u njegovo ime;
 - 2.1.3. onih delova nepokretne imovine na kojima osiguranik ili lice koje postupa u njegovo ime neposredno obavlja ili je obavljalo obradu, upotrebu ili drugu aktivnost;
 - 2.2. usled oštećenja izvršenih radova ili predmeta koje je proizveo ili isporučio osiguranik (ili treće lice koje postupa u njegovo ime ili za njegov račun), ukoliko je šteta nastala usled uzroka koji je svojstven njihovoj proizvodnji ili isporuci.
3. Osiguranje ne pokriva zahteve za naknadu štete:
 - 3.1. zasnovane na povredi prava iz патената i drugih prava intelektualne svojine;
 - 3.2. zasnovane na neizvršenju ili neblagovremenom izvršenju ugovora;

relatives. Relatives shall be deemed to include spouses, parents, parents-in-law and grandparents, children (including sons and daughters-in-law) and grandchildren, 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, extramarital 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)).
1. 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.
2. Notwithstanding the insurance cover provided for under Art. 1 (2), the insurance does not cover liability for losses
 - 2.1. due to damage to
 - 2.1.1. or 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;
 - 2.1.2. 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;
 - 2.1.3. 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;
 - 2.2. 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.
3. The insurance does not cover claims for damages
 - 3.1. based on infringement of patent and intellectual property rights;
 - 3.2. based on non-performance or untimely performance of contract;
 - 3.3. based on a failure to meet deadlines for delivery of plans and drawings, where such deadlines are

- 3.3. zasnovane na propuštanju rokova za isporuku planova i crteža, ukoliko ti rokovi nisu propisani zakonom, drugim propisom ili aktom nadležnog organa;
- 3.4. zasnovane na savetima u vezi sa izborom izvođača radova i dobavljača u pogledu njihove kreditne sposobnosti;
- 3.5. zasnovane na izjavama u vezi sa trajanjem proizvodnog procesa i rokovima isporuke;
- 3.6. nastale usled prekoračenja predračuna i odobrenih kredita, kao i zasnovane na gubicima po osnovu kredita ili kapitalnih ulaganja, koje proizlaze iz nabavke i korišćenja robe, posredovanja, preporučivanja ili izvršavanja novčanih, imovinskih i drugih poslovnih transakcija, uz naknadu ili bez naknade, kao i iz posledica koje proizlaze iz takvih aktivnosti;
- 3.7. koje proizlaze iz neblagovremenog zaključenja, produženja ili obnove ugovora o osiguranju, iz neodgovarajućeg ili nepotpunog obima osiguravajućeg pokrića po tim ugovorima, kao i iz neblagovremenog plaćanja premija osiguranja;
- 3.8. za štete prouzrokovane manjkovima u blagajničkom poslovanju, nepravilnostima u izvršavanju platnih transakcija, proneverom od strane zaposlenih kod osiguranika ili drugih lica koja osiguranik angažuje, kao i krađom, sitnom krađom i neisporukom novca, hartija od vrednosti i dragocenosti.
4. Pored navedenog, ovo osiguranje ne pokriva zahteve za naknadu štete koji proizlaze iz projektovanja ili preporučivanja suštinski novih mašina, postrojenja, proizvoda ili procesa, niti iz aktivnosti istraživanja i/ili razvoja, ukoliko je šteta u uzročnoj vezi sa takvom novom mašinom, postrojenjem, proizvodom ili procesom.
5. Navedeni razlozi za isključenje osiguravajućeg pokrića primenjuju se na sva lica na koja se odnosi osiguravajuće pokriće po ovom ugovoru, čak i ako osigurani slučaj postoji samo u odnosu na jedno lice ili na deo tih lica.

ČLAN 8

DEFINICIJA OSIGURANOG SLUČAJA

1. Osigurani slučaj predstavlja svaku povredu obaveze (radnju ili propuštanje), usled koje osiguranik može odgovarati za naknadu štete. Ukoliko jedna povreda obaveze može prouzrokovati više obaveza naknade štete, smatraće se da postoji jedan osigurani slučaj. Takođe, jednim osiguranim slučajem smatra se i kada više povreda obaveze, čak i ako ih je izvršilo više lica, prouzrokuje jednu jedinstvenu štetu.
2. Povredom obaveze smatra se i radnja ili propuštanje koje proizlazi iz istog ili sličnog uzroka greške, ukoliko su predmetne stvari međusobno povezane u pravnom ili ekonomskom smislu.

not set by law, regulation or official notice;

- 3.4. based on advice regarding the selection of tradesmen and suppliers with regard to their creditworthiness;
- 3.5. based on declarations concerning the duration of the production period and delivery periods;
- 3.6. 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;
- 3.7. 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.
- 3.8. 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.
4. 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.
5. 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/
Ovlašćeni potpis klijenta**

Date:/
Datum:

Name, Function:/
Ime, funkcija:

Signature, company stamp:/
Potpis i pečat klijenta: