

**OPŠTE ODREDBE I USLOVI
QUALITY AUSTRIA - OBUKE, SERTIFIKACIJA I
EVALUACIJA, VAŽI OD FEBRUARA 2024.**

Odnosi se na sertifikaciju sistema

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

www.qualityaustria.com/gtc.

I. VALIDACIJA I OBIM

1. Ovi međunarodni uslovi sertifikacije su primenljivi na svim ne-Austrijskim podnosiocima zahteva i nosiocima sertifikata izdatih od strane Quality Austria –Obuke, Sertifikacija i Evaluacija GmbH (u daljem tekstu Quality Austria ili qualityaustria) za sertifikaciju sistema.

2. Za podnosiocima sa prebivalištem izvan Austrije, sertifikacija se najčešće vrši od strane partnera Quality Austrije, koji pružaju specifične sertifikacione aktivnosti (posebno audite) u koordinaciji sa Quality Austrijom i pružaju lokalnu podršku podnosiocima zahteva. Usluge koje pružaju partneri qualityaustria-e podležu njihovim opštim uslovima i odredbama uz Međunarodne uslove sertifikacije Quality Austrije.

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

4. Sertifikati izdati od strane Quality Austria podležu isključivo sledećim uslovima i odredbama i odnose se na relevantne standarde na kojima se zasniva sertifikacija. Bilo koji odstupajući uslovi i odredbe (npr. Uslovi standardizacije, uslovi kupovine) podnosioca zahteva su izričito isključeni.

**II. ZAŠTITA PODATAKA, TAJNOST,
POVERLJIVOST, PRISTANAK ZA PRIMANJE
REKLAMNIH MATERIJALA**

1. Quality Austria se obavezuje da će poštovati važeće zakone o zaštiti podataka, posebno Opštu regulativu o zaštiti ličnih podataka (General Data Protection Regulation -GDPR), pri radu sa ličnim podacima. Bilo koji lični podatak prikupljen od strane Quality Austria-e u vezi sa sertifikacionim aktivnostima biće skladište elektronski i obrađen od strane Quality Austria-e kao „kontrolora“ u značenju GDPR-a u svrhu izdavanja qualityaustria sertifikata, za neophodnu (audit) dokumentaciju u skladu sa zakonskim odredbama ili relevantnim standardima, u računovodstvene svrhe kao i za upravljanje odnosom sa klijentima, uključujući davanje ponuda za druge usluge qualityaustria-e (npr.

**GENERAL TERMS AND CONDITIONS
OF QUALITY AUSTRIA - TRAININGS,
ZERTIFIZIERUNGS UND BEGUTACHTUNGS
GMBH, VALID AS OF FEBRUARY 2024**

Concerning system certification

Subject to changes. The General Terms and
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 - Trainings, Zertifizierungs und Begutachtungs GmbH (hereinafter referred to as Quality Austria or qualityaustria) for system certification.

2. For applicants domiciled outside of Austria, certification will usually be carried out in cooperation with local qualityaustria partners, who will provide specific certification activities (esp. auditing) in coordination with Quality Austria and provide local support to applicants. The services provided by the qualityaustria partner shall be subject to its general terms and conditions, which shall apply in addition to these International Certificate Conditions of Quality Austria.

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

4. Certificates issued by Quality Austria shall be subject solely to the following terms and conditions and to the relevant standards on which certification is based. Any deviating terms and conditions (e.g. standard terms and conditions, terms and conditions of purchase) of the applicant are expressly excluded.

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

1. Quality Austria undertakes to comply with applicable data protection laws, in particular the EU General Data Protection Regulation (GDPR), when processing personal data. Any personal data collected by Quality Austria in relation to the certification activities will be stored electronically and processed by Quality Austria as “controller” within the meaning of the GDPR for the purpose of issuing a qualityaustria certificate, for necessary (audit) documentation according to statutory provisions or

Resertifikacija i dodatna sertifikacija, relevantne obuke). Pravni osnov za obradu je član 6.1(b) GDPR (izvršenje ugovora, dokle god je predmet podataka potpisnik ugovora), član 6.1(f) GDPR-a (legitimni interesi između Quality Austria-e i podnosioca zahteva za obezbeđenje dogovorenih usluga radi povećanja kvaliteta) i član 6,1(c) GDPR-a (pravne obaveze Quality Austria-e).

2. Quality Austria će čuvati sve lične podatke dokle god je to neophodno za postizanje gore pomenute svrhe. Glavni podaci koji se odnose na podnosioca zahteva (uključujući službenike ovlašćene da predstavljaju podnosioca zahteva, njihove kontakte) kao i sve podatke koji se odnose na istoriju zahteva biće sačuvani do kraja poslovnog odnosa i do kraja garancije, ograničenja i zakonskih rokova zadržavanja. Svaki izveštaj i dokumentacijasa audita će se generalno čuvati na period od 12 godina, osim ako normativni ili zakonski propisi ne obezbeđuju duži period zadržavanja.

3. Sve informacije dostavljene od strane podnosioca zahteva, koje nisu javne biće čuvane kao poverljive. Quality Austria se obavezuje da trećim licima ne otkrije nikakve poverljive informacije o podnosiocu zahteva koje proizlaze iz njegovih aktivnosti (uključujući, ali ne ograničavajući se na, izveštaje sa provera i drugih pismenih izjava u vezi sa rezultatima aktivnosti Quality Austria-e), bez pismene saglasnosti podnosioca zahteva, osim ako Quality Austria nije obavezna da otkrije takve podatke po zakonu ili ako otkrivanje takvih informacija nije apsolutno neophodno za izvršenje ugovora. Ovo važi i nakon izvršenja naloga po dogovoru.

4. Podnosilac zahteva potvrđuje da će svaka informacija o podnosiocu zahteva koja je stavljena na raspolaganje Quality Austria-i ili proizilazi iz njenih aktivnosti (uključujući, ali ne ograničavajući se na izveštaje sa provere), biti dostupna organima za akreditaciju ili sertifikaciju (npr. BMDW, VDA-QMC, IATF, KBA) na zahtev i da svako takvo telo može učestvovati u proverama na lokaciji. Podnosilac zahteva potvrđuje i pristaje da posmatrači Quality Austrije (npr. Proveravači svedoci ili pripravnici) mogu učestvovati u sertifikacionim aktivnostima na lokaciji.

5. Podnosilac zahteva mora da obezbedi da svi lični podaci koje je podnosilac zahteva dostavljao partneru Quality Austria-e mogu proslediti i obraditi od strane Quality Austria-e u kontekstu pružanja usluga.

relevant standards, for accounting purposes as well as for customer relationship management, including submission of offers for other qualityaustria services (e.g. re-certifications and add-on certifications, relevant training). The legal basis for the processing is Art 6.1(b) GDPR (performance of a contract, as far as the data subject is party to the contract), Art 6.1(f) GDPR (legitimate interests pursued by Quality Austria and the applicant in the provision of the agreed qualityaustria services to increase the quality) and Art 6.1(c) GDPR (legal obligations of Quality Austria).

2. *Quality Austria will store any personal data as long as may be necessary to achieve the above purposes. Any master data concerning an applicant (including officers authorized to represent the applicant, applicant's contacts) as well as any data concerning order history will be stored until the end of the business relationship and until the end of the warranty, limitation and statutory retention periods. Any audit reports and audit documentation will generally be stored for a period of 12 years, unless normative or statutory regulations provide for a longer retention period.*

3. *All information made available to Quality Austria by an applicant which is not public domain will be kept confidential. Quality Austria undertakes not to disclose to third parties any confidential information about an applicant which arises from its activities (including, but not limited to, audit reports and other written statements concerning the results of qualityaustria's activities), except with the applicant's written consent, unless Quality Austria is required to disclose such information by law or unless the disclosure of such information is absolutely necessary for the performance of the contract. This applies also after an order was performed as agreed.*

4. *The applicant acknowledges that any information about the applicant which is made available to Quality Austria or arises from its activities (including, but not limited to, audit reports) will be made available to the accreditation or certification bodies (e.g. BMDW, VDA-QMC, IATF, KBA) on request and that any such body may participate in audits on site. The applicant further acknowledges and agrees that observers of Quality Austria (e.g. witness auditors or trainee auditors) may participate in on-site certification activities.*

5. *The applicant shall ensure that all personal data provided by the applicant to the qualityaustria partner may be forwarded and processed by Quality Austria in the context of providing its service.*

Podnosilac zahteva mora da poštuje sve važeće odredbe o zaštiti podataka i da dobije bilo kakvu saglasnost koja bi mogla biti potrebna. Podnosilac zahteva će u tom pogledu štiti i osigurati Quality Austria-u.

6. Ako je podnosilac zahteva pravno lice, onda se slaže da Quality Austria može obraditi kontakt podatke, kako bi podnosiocu zahteva poslala informacije i reklamni materijal o qualityaustria obukama, uslugama verifikacije i sertifikacije i proizvodima. Podnosilac zahteva se takodje slaže da će gore pomenuti podacibiti poslati pridruženim organizacijama qualityaustria-e ÖQS, ÖVQ, ÖQA i AFQM koje će koristiti te podatke za promotivnu poštu u vezi sa obukama, uslugama verifikacije i sertifikacije i proizvodima. Podnosilac zahteva se slaže i da prima od Quality Austria-e, ÖQS, ÖVQ, ÖQA i AFQM putem pošte, faksa i e-maila reklamne materijale i informacije u vezi sa proizvodima i uslugama ovih organizacija. Podnosilac zahteva može povući svoj pristanak u bilo koje vreme.

7. Podnosilac zahteva priznaje Austrijski zakon o akreditaciji i odgovarajuće standarde (uključujući ali se ne ograničavajući na ISO/IEC 17021) koji zahtevaju da Quality Austria da na raspolaganje javnu listu sertifikata. Lista je dostupna na sajtu qualityaustrije i obuhvata sve sertifikate, kao važenje do određenog vremena, i njihove nosioce, uključujući sledeće podatke: ime/ ime organizacije i adresa nosioca sertifikata, broj sertifikata, obim proimene i važeća normativna dokumenta. Podnosilac zahteva se slaže da se takvi podaci objave na qualityaustria sajtu. Podnosilac se takodje slaže da link bude kreiran na veb stranici sertifikovane organizacije.

8. Quality Austria ističe da u skladu sa Zakonom o zaštiti podataka o ličnosti (Sl. glasnik RS broj 87/2018) i Opštom EU regulativom o zaštiti podataka, subjekti podataka imaju pravo pristupa svojim ličnim podacima koji su obrađeni, kao i pravo na ispravku, brisanje, ograničavanje obrade i prenosivost podataka. Pravo na brisanje podataka može biti ograničeno u slučajevima predviđenim zakonom, naročito zbog zakonskih obaveza zadržavanja podataka koje Quality Austria mora zadovoljiti ili na osnovu bilo kakvog prevelikog legitimnog interesa Quality Austria-e. Pored toga, u slučajevima predviđenim zakonom, svaki subjekt podataka može se protiviti obradi njegovih / njenih ličnih podataka. Subjekti podataka se mogu protiviti daljem korišćenju ličnih podataka u bilo koje vreme, besplatno i bez davanja specifičnog razloga. Da ostvarite Vaša prava, molim Vas kontaktirajte datenschutz@qualityaustria.com. Subjekti podataka takođe imaju pravo da podnesu žalbu nadležnom organu.

The applicant shall observe all applicable data protection provisions and obtain any consent that may be necessary. The applicant shall hold harmless and indemnify Quality Austria in this respect.

6. If the applicant is a legal entity, the applicant hereby agrees that Quality Austria may process the applicant's contact details to send the applicant information and advertising materials about qualityaustria's training, verification and certification services and products. The applicant also agrees that the above data will be sent to qualityaustria's affiliated organizations ÖQS, ÖVQ, ÖQA and AFQM which will use such data for promotional mailings concerning their training, verification and certification services and products. The applicant agrees to receive from Quality Austria, ÖQS, ÖVQ, ÖQA and AFQM by mail, fax and email advertising materials and information concerning products and services of these organizations. The applicant may withdraw his/her consent at any time.

7. The applicant acknowledges that the Austrian Accreditation Act and pertinent standards (including, but not limited to, EN ISO/IEC 17021) require Quality Austria to make available a publicly accessible list of certifications made. The list which is available on qualityaustria's website includes all certificates, as valid from time to time, and their holders, including the following data: name/company name and address of the certificate holder, certificate number, scope of application and applicable normative documents. The applicant agrees that such data is published on qualityaustria's website. The applicant also agrees that a link is created to the certified organization's website.

8. Quality Austria points out that pursuant to the EU General Data Protection Regulation, data subjects have the right to access their personal data which have been processed as well as a right to rectification, erasure, restriction of processing and data portability. The right to erasure of data may be limited in the cases referred to by law, especially due to statutory retention obligations Quality Austria needs to satisfy, or based on any overriding legitimate interest of Quality Austria. In addition, in the cases referred to by law, any data subject may object to the processing of his/her personal data. Data subjects may object to any future use of their personal data for direct marketing purposes at any time, free of charge and without giving any reason. To exercise any of these rights, please contact datenschutz@qualityaustria.com. Data subjects also have a right to lodge a complaint with a supervisory authority.

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

III. ODGOVORNOST QUALITY AUSTRIA-E

1. Podnosilac zahteva priznaje da se proverava, na slučajnoj osnovi, odnosi na sistem upravljanja na osnovu normativnih modela / standarda / propisa. Quality Austria generalno neće proveriti usklađenost relevantne organizacije sa zakonom i neće pružiti garanciju ili odgovornost da proveravana organizacija u skladu sa svim zakonskim zahtevima. Odgovornost Quality Austria-e se zasniva na sledećim odredbama:
2. Quality Austria je odgovorna podnosiocu zahteva samo za kršenje ugovornih obaveza namerno ili zbog nemara, u skladu sa sledećim odredbama. Quality Austria odbija bilo kakvu odgovornost za blag ili zanemarljiv nedar.
3. Svaka odgovornost Quality Austria-e ograničena je na tipično predvidljivu nastalu štetu podnosioca zahteva i ne smije prekoračiti iznos naknade plaćene Quality Austria ili partneru Quality Austria-e za osnovne usluge sertifikacije.
4. Quality Austria se odriče bilo kakve odgovornosti za izgubljeni profit, bilo kakve posledične štete prouzrokovane defektom, bilo kakvom direktnom ili indirektnom štetom i bilo kakvom čistom materijalnom gubitku.
5. Osim ako se na sudu pojavi bilo kakav zahtev za naknadu štete podnosioca zahteva u rokovima predviđenim Zakonom o obligacionim odnosima ("Službeni list SFRJ", br.29/78, 39/85, 45/89, 57/89 i "Službeni list SRJ" br.31/93) bilo koji takav zahtev postaje zastareo.
6. U meri u kojoj to dozvoljava zakon i ako se u pisanju izričito drugačije ne dogovori sa Quality Austria-om, podnosilac zahteva garantuje da će usluge qualityaustria-e koristiti samo za potrebe podnosioca zahteva, a ne za treće strane. Ako usluge koje obezbeđuje Quality Austria prenose ili koriste za treće strane, Quality Austria ne odgovara trećoj strani.
7. Ako je Quality Austria odgovorna trećoj strani usled izuzetka, odredbe Člana III, uključujući ali ne ograničavajući se na sva ograničenja i odgovornosti obuhvaćene u njemu, primenjuju se ne samo između Quality Austria-e i podnosioca zahteva, već i treće strane. Kad god treća strana tvrdi štetu protiv Quality Austria-e, podnosilac zahteva će se u potpunosti držati bezopasno i obeštetiće Quality Austria-u za i protiv takvih tvrdnji.

In Austria, the competent supervisory authority is the Austrian Data Protection Authority (Datenschutzbehörde). Further information concerning data protection provided by Quality Austria is available at qualityaustria's website at www.qualityaustria.com/privacypolicy.

III. LIABILITY OF QUALITY AUSTRIA

1. *The applicant acknowledges that auditing only amounts to a check, on a random basis, of the management system on the basis of normative evaluation models/standards/regulations. Quality Austria will generally not check the conformity of the relevant organization with the law and does not accept any warranty or liability that the audited organization complies with all legal requirements. qualityaustria's liability is based on the following provisions.*
2. *Quality Austria is liable to the applicant only for any violation of its contractual obligations by intent or recklessly gross negligence, subject to the following provisions. Quality Austria disclaims any liability for slight and simple gross negligence.*
3. *Any liability of Quality Austria is limited to typically foreseeable damage incurred by the applicant and shall not exceed the amount of remuneration paid to Quality Austria or the qualityaustria partner for the underlying certification services.*
4. *Quality Austria disclaims any liability for lost profit, any consequential damage caused by defect, any direct or indirect damage and any pure pecuniary loss.*
5. *Unless any claim for damages is asserted in court within six months of the eligible party becoming aware of such damage, and at least within two years of the event triggering a claim, any such claim shall become statute-barred.*
6. *To the extent permitted by law and unless expressly otherwise agreed with Quality Austria in writing, the applicant guarantees that qualityaustria's services will only be used for the applicant's purposes and not for third parties. If services provided by Quality Austria are passed on to or used for third parties, Quality Austria shall not be liable to that third party.*
7. *If Quality Austria is liable to a third party by way of exception, the provisions of this Section III, including, but not limited to, all limitations of liability included therein, shall be applicable not only between Quality Austria and the applicant but also to that third party. Whenever a third party asserts damages against Quality Austria, the applicant will fully hold harmless and indemnify Quality Austria for and against such claims.*

8. Suma maksimalne obaveze koja je dogovorena u stavu 3 gore, primenjuje se u zbiru samo jednom za sve oštećene strane, čak i kada je nekoliko strana (posnosilac zahteva i treća strana ili više trećih strana) došlo do gubitka. Oštećene strane će dobiti nadoknadu hronološkim redom u kojem su podneta njihova potraživanja.

9. Gore navedena ograničenja odgovornosti će se primenjivati i za bilo kojeg pravnog zastupnika, zaposlenog i pomoćnika (uključujući, ali se ne ograničavajući na bilo kog proveravača) Quality Austria-e ako je bilo koji zahtev direktno potkrepljen protiv bilo kog od gore navedenih, iako ne postoji ugovorni odnos između njih i podnosioca prijave i ne postoji ugovorna obaveza.

IV. PRAVA PODNOSIOCA PRIJAVE

Quality Austria se obavezuje da će podnosiocu zahteva otkriti pojedince koji obavljaju uslugu. Ako podnosilac zahteva odbije ove osobe iz opravdanih razloga, Quality Austria će nastojati da napravi novi predlog. Podnosilac prijave ne može da prigovori članovima tima auditora ako se provere najave u kratkom roku. Quality Austria može izabrati pojedince koji izvršavaju zadatak po sopstvenom nahođenju, osim ako nacionalni i međunarodni propisi, npr. IAF/EA politike, zahtevi akreditacionog tela ili zakoni/propisi, npr. EMAS Uredbom, predviđaju drugačije. Ako osoba koju je odredila Quality Austria-u nije u mogućnosti da obavlja svoje dužnosti neposredno pre ili tokom pružanja usluge, npr. zbog bolesti će ga zameniti neko drugo lice u dogovoru sa podnosiocem zahteva ili će biti dogovoreno drugo imenovanje.

Podnosilac prijave potvrđuje i slaže se da posmatrači akreditacionih tela i/ili Quality-i Austria (npr. Witness auditori ili auditori pripravnici) mogu učestvovati u uslugama na licu mesta.

V. OBAVEZE PODNOSIOCA PRIJAVE

Podnosilac zahteva će obezbediti da svi dokumenti, podaci i druge informacije neophodne za pružanje odgovarajućih qualityaustria usluga budu dostavljene Quality Austria i bez posebnog zahteva i da Quality Austria bude obavešten o svim događajima i okolnostima koje bi mogle biti značajne za obavljanje usluge.

Podnosilac zahteva će omogućiti pristup sobama, objektima i radnim mestima. Podnosilac prijave će preduzeti adekvatne organizacione mere predostrožnosti kako bi osigurao da su odgovorni zaposleni prisutni i spremni da pruže praktične dokaze. Podnosilac prijave će se pobrinuti da svi zaposleni ispitani od strane Quality Austria pruže iskrene i istinite informacije o svim

8. The maximum liability sum agreed in paragraph 3 above shall be applicable in aggregate only once to all injured parties, even if several parties (the applicant and a third party or more third parties) have incurred a loss. Injured parties will be compensated in the chronological order in which their claims were lodged.

9. The above limitations of liability shall also apply to any legal representative, employee and vicarious agent (including, but not limited to, any auditor) of Quality Austria if any claim is directly asserted against any of the foregoing although there is no contractual relationship between them and the applicant and no contractual liability applies.

IV. RIGHTS OF THE APPLICANT

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.

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.

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. OBLIGATIONS OF THE APPLICANT

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.

The applicant will grant access to rooms, facilities and work-places.

The applicant will take adequate organizational precautions to ensure that the responsible employees are present and pre-pared to provide practical evidence.

The applicant will ensure that all employees questioned by Quality Austria provide candid and true information about

unutrašnjim poslovima relevantnim za procenu odgovarajućeg sistema upravljanja.

VI. PRAVA INTELEKTUALNE SVOJINE

1. Sva dokumenta koja Quality Austria može pružiti u papirnoj ili elektronskoj formi, poput obrazaca samoprocene, obrazaca ili čeklisti biće intelektualna svojina Quality Austrije i koristiće se samo u namenjene svrhe koje je odredila Quality Austria. Bilo koja druga upotreba ili otkrivanje je zabranjeno, osim uz izričitu pismenu saglasnost. Ukoliko nedostaje saglasnost, dokumenta se ne smeju kopirati niti davati drugim licima.
2. Osim uz saglasnost Quality Austria-e, od usluga qualityaustria se ne mogu praviti slike, audio ili video snimci.
3. U suprotnom Quality Austria može zatražiti naplatu kazne od 30000 € za svako kršenje, bez narušavanja prava Quality Austria-e da potvrdi naknadu štete.

VII. ZAŠTITA NEPRISTRASNOSTI I NEZAVISNOSTI QUALITY AUSTRIA-E

1. Klijent garantuje da će se uzdržati od bilo čega što bi moglo štetiti nezavisnost pojedinaca dodeljenih od strane Quality Austria-e i partnera qualityaustria-e. To se posebno odnosi na nuđenje usluge konsultovanja ili zaposlenje, kao i ugovore za sopstveni račun tog lica.
2. Kako bi se zagarntovala nepristrasnost, Quality Austria i njeni partneri neće pružati usluge konsultovanja koje se tiču naručene sertifikacije i vode ka zagarantovanom sertifikatu.

VIII. ZAHTEVI ZA IZDAVANJE/ODRŽAVANJE SERTIFIKATA qualityaustria-e

1. Qualityaustria sertifikati imaju datum prvog izdavanja, datum važenja i datum izdavanja. Svako qualityaustria sertifikat ima i registracioni broj koji Quality Austrija dodeljuje samo jednom i stoga je jasna sledljivost.
2. Datum prvog izdavanja ostaje nepromenjen tokom celog životnog ciklusa i samim tim tok neprekidne važnosti qualityaustria sertifikata i dokumentovaće datum prvog izdavanja.

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 IV, 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 qualityaustria's IMPARTIALITY AND INDEPENDENCE

1. *The customer ensures that the customer will refrain from anything that could prejudice the independence of the individuals assigned by Quality Austria and the qualityaustria partner. This applies in particular to offers for consulting activities or employment as well as contracts for that individual's own account.*
2. *To guarantee its impartiality, Quality Austria and the qualityaustria partner will not provide any consulting services that are the subject of any ordered certification which will lead to a certificate being granted.*

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

3. *The validity date defines the validity of the certificate. During the relevant validity period, the holder of a qualityaustria certificate is required to instruct Quality Austria or the qualityaustria partner with annual surveillance audits. Unless otherwise agreed or prescribed by the accreditation or certification body, a qualityaustria certificate shall be valid for three years and the surveillance audits conducted every year shall be valid for twelve months. Surveillance audits may be postponed by not more than +/- three months, provided that a written statement of reasons is issued (with the exception of the first surveillance audit and unless applicable mandatory provisions provide otherwise).*
4. *The issuing date documents the date of the most recent change of the certificate, e.g. an extension of the certificate's scope of application or a renewal of its validity.*
5. *The scope of application is the entire organization. If any limitation to certain business or product areas, sectors, locations or subsidiaries is required, such limitation will be stated in the certificate.*
6. *Sub-certificates may be issued for organizations with several independent scopes/management systems. The shared right to independently use these is obtained for all scopes by payment of the relevant royalties per organization.*
7. *Renewal of a certificate requires that the re-certification activities (renewal audit) are successfully completed before the existing certification expires.*
8. *Should Quality Austria determine any non-conformity, the same shall be effectively eliminated within not more than six months in order to maintain that certificate, although shorter deadlines may apply by virtue of national and international regulations, such as IAF/EA policies, requirements of the accreditation body or laws/regulations (EMAS Regulation, etc.). Improvement action shall be evidenced in the course of a follow-up audit and/or by way of documentation, at qualityaustria's discretion. Unless corrective action is taken within the agreed period, certification may be limited or temporarily or permanently withdrawn.*
9. *Certificates shall remain qualityaustria's property and, unless limited or withdrawn pursuant to Section VIII, be returned to Quality Austria by registered letter within six months at the latest after their validity has expired. Certificates that were subject to limitation or withdrawal shall be returned immediately - see Section XI (3).*

IX. PRAVA I OBAVEZE NOSILACA qualityaustria SERTIFIKATA I SERTIFIKACIONIH OBELEŽJA

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

IX. RIGHTS AND OBLIGATIONS OF HOLDERS OF A qualityaustria CERTIFICATE AND CERTIFICATION MARK

1. A holder of a qualityaustria certificate may use the qualityaustria certification mark (hereinafter „qualityaustria Mark“) subject to the terms and conditions described below. Any graphic modification thereof shall require qualityaustria’s written consent.
2. The right to use the qualityaustria Mark may not be transferred to third parties.
3. Except in case of any limitation or withdrawal pursuant to Section XI, the qualityaustria Mark may be used, including for advertising purposes, up to six months after the qualityaustria certificate has expired. Advertising featuring the qualityaustria Mark and/or a qualityaustria certification may not be misleading and shall clearly show whether an organization or an organizational unit has been certified. The qualityaustria Mark may not be used in a manner which could be interpreted as any marking of product conformity. The qualityaustria Mark may not be used on products, laboratory test reports, calibration certificates, inspection reports or a certificate issued by the customer or a third party. General information on product packaging and in supporting information brochures of products in relation to a certified management system is permitted if the certified organization, the type of management system, the standard applied and the certification body are mentioned and if such information does not imply that a product, a process or a service has been certified. The precise wording of the certificate must be used to indicate its scope.
4. The holder of a qualityaustria certificate or a qualityaustria Mark undertakes to use these strictly in compliance with the rules of fair competition. The qualityaustria certificate and the qualityaustria Mark may not be used in a misleading or abusive form or in any other way that brings Quality Austria into disrepute.
5. The holder of a qualityaustria certificate is required to give immediate (within five work days) written notice to Quality Austria of any organizational change in the scope, e.g. any reorganization, abandonment of existing and extension of new business activities, and any other material change of a certified management system.
6. The management system must verifiably be further developed by taking systematic action, such as internal audits and periodic assessments of the management system, within the periodicity applicable from time to time, currently twelve months, if the relevant standards (e.g. ISO 9001, ISO 14001, etc.) so require.

7. Sve pritužbe trećih strana koje se odnose na sistem upravljanja će se odmah (u roku od pet radnih dana) pismenim obaveštenjem prijaviti Quality Austria-i i Quality Austria partneru. Svaka pritužba mora biti procenjena i sve potrebne korektivne mere pokrenute. Pored toga, svaka pritužba i radnja će se automatski otkriti Quality Austria ili Quality Austria partneru tokom sledeće aktivnosti sertifikacije na licu mesta.

8. Za usluge u oblasti sistema upravljanja zdravljem i bezbednošću na radu, nosilac sertifikata qualityaustria će, pored gore opisanih zahteva, bez odlaganja pismenim putem obavestiti Quality Austria-u i quality austria partnera o nastanku ozbiljanog incidenta ili kršenje propisa koji zahtevaju uključivanje nadležnog regulatornog organa (uporedi IAF MD 22:2019, G 8.5.3). Nezavisno od učešća nadležnog regulatornog organa, Quality Austria može sprovesti posebnu proveru u slučaju da Quality Austria sazna da je došlo do ozbiljnog incidenta ili kršenja propisa u vezi sa zdravljem i bezbednošću na radu, kako bi se istražilo da sistem upravljanja nije kompromitovan i da li je funkcionisao efektivno (uporedi IAF MD 22:2019, G 9.6.4.2). Za dodatne provere naplaćuju se cene qualityaustria važeće u trenutku izvođenja. Informacije o ozbiljnim incidentima ili kršenjem propisa, koje je obezbedio nosilac sertifikata qualityaustria ili koje je tim auditora direktno prikupio tokom provere, daće osnov za Quality Austria – pored slučajeva opisanih u Odeljku XI Opštih uslova – da povuče sertifikat, u slučajevima kada sertifikovani sistem upravljanja nije ispunio zahteve sertifikacije za zdravlje i bezbednost na radu (uporedi IAF MD 22:2019, G 9.6.5.2.).

X. VIŠA SILA

„Slučaj više sile“ znači svaki nepredviđeni slučaj van razumne kontrole bilo koje strane, koji ometa ili sprečava ispunjenje obaveza ili održavanje obaveza od strane te strane, posebno, ali ne ograničavajući se na (i) rat (bilo da proglašeni ili ne), neprijateljstva, invazije, čin stranih neprijatelja, opsežne vojne mobilizacije; (ii) građanski rat, pobune, pobuna i revolucija, vojna ili uzurpirana vlast, ustanak, akt terorizma, sabotaza ili piraterija; (iii) valutno i trgovinsko ograničenje, embargo, sankcije; (iv) akt vlasti bez obzira da li je zakonit ili nezakonit, poštovanje bilo kojeg zakona ili vladinog naloga, eksproprijacija, zaplena radova, rekvizicija, nacionalizacija; kuga, epidemija, pandemija, kao što je Covid-19, prirodna katastrofa ili ekstremni prirodni događaj; eksplozija, požar, uništenje opreme, proizvedeni kvar transportnog, telekomunikacionog, informacionog sistema ili energije; opšte smetnje u radu kao što su bojkot, štrajk i lokaut, usporavanje, zauzimanje fabrika i prostorija.

7. All third-party complaints concerning the management system shall immediately (within five workdays) be reported to Quality Austria and the **qualityaustria** partner by written notice. Every complaint must be assessed, and any necessary corrective action initiated. In addition, any complaint and action shall be automatically disclosed to Quality Austria or the **qualityaustria** partner in the course of the next on-site certification activity.

8. For services in the field of Occupational Health and Safety Management Systems the holder of a **qualityaustria** certificate shall, in addition to the requirements described above, inform 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 22:2019, G 8.5.3). Independently from the involvement of the competent regulatory authority, a special audit may be conducted by Quality Austria in the event that Quality Austria becomes aware that there has been a serious incident or regulation breach related to occupational health and safety, in order to investigate if the management system has not been compromised and did function effectively (cf. IAF MD 22:2019, 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 22:2019, G 9.6.5.2.).

X. FORCE MAJEURE

“Force Majeure Event” shall mean any contingency beyond the reasonable control of either party, which interferes with, or prevents, the fulfillment of obligations or the maintenance of obligations, by such party, in particular but not limited to (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, pandemic, such as Covid-19, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transport, telecommunication, information system or energy; (vii) general labour disturbance such as

2. U slučaju više sile koju strana koja se oslanja na ovaj događaj mora da obavesti drugu stranu, vreme isporuke usluga, posebno za sve aktivnosti sertifikacije od strane Quality Austria i/ili partnera qualityaustria, biće produženo sve dok ne prestanu da postoje bilo kakve smetnje usled događaja više sile. Ako slučaj više sile traje duže od šest meseci, bilo koja strana ima pravo da raskine ugovor sa trenutnim dejstvom. U ovom slučaju, podnosilac zahteva mora da plati usluge koje su već isporučene od strane Quality Austria i/ili partnera Quality Austria.

3. Što se tiče već izdatih sertifikata, Quality Austria ima pravo da u slučaju više sile privremeno povuče sertifikat (videti Odeljak XI.). Ako slučaj više sile ima posebno ozbiljne i/ili dugotrajne posledice, što je na primer slučaj ako traje duže od šest meseci, svaka strana ima pravo da odmah raskine ugovor, a Quality Austria će imati pravo da trajno povuče sertifikat (videti Odeljak XI). Ni u kom slučaju povlačenja sertifikata, podnosilac zahteva neće imati pravo da zadrži ili zatraži bilo kakva plaćanja, na primer, naknade za izdavanje sertifikata i pravo korišćenja.

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. POVLAČENJE qualityaustria SERTIFIKATA I SERTIFIKACIONIH OZNAKA

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

XII. RASKID UGOVORA

1. Ugovor može da raskine bilo koja strana uz otkazni rok od tri meseca do kraja kalendarske godine.
2. Ugovor se može raskinuti sa trenutnim dejstvom iz opravdanog razloga (vanredni raskid). Dobar razlog za Quality Austria postoji posebno (i) ako imalac sertifikata qualityaustria prekrši svoje obaveze prema Odeljku IX ili druge suštinske obaveze iz ovog ugovora (i) ako, prema Odeljku X 3, dođe do događaja više sile traje duže od šest meseci (iii) u slučaju povlačenja sertifikata u skladu sa Odeljkom XI 1. i (iv) ako nastavak ugovornog odnosa više nije razuman za Quality Austria iz drugih razloga.
3. Obaveštenje o raskidu mora biti dato u pisanoj formi.
4. U slučaju raskida, podnosilac zahteva će platiti usluge koje je već pružila Quality Austria.

XIII. ZAVRŠNE ODREDBE

1. Bilo kakva izmena i modifikacija ovih uslova će biti donesena u pismenoj formi.
2. Ako je jedan ili više uslova ove odredbe nevažeći, to neće uticati na validnost preostalih uslova ove odluke. Nevažeći uslov zamenjuje se validnim uslovom koji najbliže odražava ekonomsku svrhu ovih Uslova i odredbi.
3. Svi sporovi koji proizilaze iz ili u vezi sa ovim ugovorom će se isključivo sudu u Beogradu.
4. Ugovorom će se upravljati i tumačiti u skladu sa zakonom Republika Srbije, bez uvođenja pravila o sukobu zakona i UN Konvencije o prodaji.

XI. WITHDRAWAL OF qualityaustria CERTIFICATES AND CERTIFICATION MARKS

1. Quality Austria may limit the certification scope or temporarily or permanently withdraw certification with immediate effect 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.

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 (i) if, according to Section X, an event of force majeure lasts for more than six months (i) in the case of withdrawal of certification according to Section XI. and if the continuation of the contractual relationship is no longer reasonable for Quality Austria for other reasons.
3. Notice of termination must be given in writing.
4. In the event of termination, the applicant shall pay for the services already provided by Quality Austria.

XIII. FINAL PROVISIONS

1. Any amendment to and modification of these terms and conditions shall be made in writing.
2. If one or more terms hereof are invalid, this shall not affect the validity of the remaining terms hereof. The invalid term shall be replaced by a valid term which closest reflects the economic purpose of these Terms and Conditions.
3. All disputes arising from or in connection with this contract shall exclusively be referred to the court in Belgrade.
4. The contract shall be governed by and construed in accordance with law of Republic of Serbia, without giving effect to its conflict of law rules and the UN Sales Convention.

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

ČLAN 6

OGRANIČENJE NA IZNOS OSIGURANJA

1. Maksimalna isplata osiguravača za osigurani događaj u smislu Čl. 8, kao i po osiguranju za svaku godinu, označena je iznosima osiguranja navedenim u polisi, čak i ako osiguranje pokriva više osoba obavezanih da plate odštetu.

2. Nezavisno od odredbi stav 1. ovog člana, za obaveze odštete koje proističu iz učešća u zajedničkim preduzećima važi sledeće: Ako postoji solidarna odgovornost zajedno sa jednom ili više drugih strana, obaveza osiguravača da pruži pokriće biće ograničena na onaj deo gubitka koji odgovara procentualnom udelu osiguranika u unutrašnjim odnosima sa drugim članovima zajedničkog preduzeća. Ako nisu dogovoreni procentualni udeli, primeniće se proporcionalni udeo u skladu sa brojem članova zajedničkog preduzeća koji snose solidarnu odgovornost.

3. Osiguravač će učestvovati u bilo kojoj sigurnosnoj isplati ili depozitu koji osiguranik mora da pruži po zakonu ili po sudskom nalogu kako bi pokrio obavezu plaćanja odštete u istoj meri kao i kod svake isplate potraživanja.

4. Ako osiguranik mora da pravi anuitetske isplate i ako kapitalna vrednost takve anuiteta premašuje iznos osiguranja ili preostali iznos osiguranja nakon odbitka bilo kakvih drugih isplata po istom osiguranom događaju, anuitet koji treba da se isplati biće nadoknađen samo u odnosu na iznos osiguranja ili preostali iznos istog u odnosu na kapitalnu vrednost anuiteta. Sadašnja vrednost anuiteta se za ovu svrhu izračunava na osnovu Austrijske tabele smrtnosti MÖ 1930/33, uz godišnju kamatnu stopu od 3%.

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. Osiguranje takođe pokriva sudske i van-sudske troškove razmerne okolnostima kako bi se utvrdila i odbranila odgovornost za odštetu koju tvrdi treća strana, čak i ako se kasnije pokaže da potraživanje nije osnovano.

6. Osiguranje takođe pokriva troškove odbrane u krivičnim postupcima koje vodi osiguravač (vidi Čl. 9, stav 1.3).

7. Troškovi definisani u stavovima 5. i 6. biće odbijeni od iznosa osiguranja.

8. Kada nagodba potraživanja za odštetu priznanjem, priznanjem presude, ispunjenjem obaveza ili nagodbom ne uspe zbog otpora osiguranika ili ako osiguravač pošalje preporučeno pismo u kojem izjavljuje da će pružiti svoj ugovorni deo kompenzacije i troškova u skladu sa potraživanjem osiguranika, ili položi odgovarajući iznos na sud, osiguravač neće imati obavezu da plati dodatni glavni iznos, kamate i troškove koji proističu od dana odbijanja / od dana gore pomenute izjave ili sudskog depozita.

9. Udeo osiguranika iznosi 727,00 EUR po događaju gubitka.

ČLAN 7 ISKLUČENJA

1. Ovo osiguranje ne pokriva nikakvu obavezu plaćanja odštete

1.1. koju tvrde osobe koje su nezakonito i namerno izazvale gubitke za koje su odgovorne prema trećoj strani. Namerni čin ili propust takođe se smatraju činom ili propustom koji osoba nije izbegla, iako je mogla da predvidi verovatne štetne posledice, ali je rizikovala te posledice.

1.2. kao rezultat namernog kršenja zakona, propisa ili regulativnih odredbi koje se odnose na profesionalne aktivnosti osiguranika, suprotno uputstvima ili uslovima klijenta ili njegovih ovlašćenih predstavnika;

1.3. za gubitke

5. The insurance also covers the judicial and extra-judicial costs reasonable in the circumstances to ascertain and defend against liability for damages asserted by a third party, even if the claim subsequently proves not to be well-founded

6. The insurance also covers the cost of defence in criminal proceedings conducted on the instructions of the insurer (see Art. 9., sub-para. 1.3).

7. Costs as defined in sub-paras. 5. and 6. will be deducted from the sum assured.

8. Where settlement of a claim for damages by acknowledgement, confession of judgment, satisfaction or settlement fails due to resistance by the insured or if the insurance provider declares by registered letter that it shall provide its contractual share of compensation and costs in satisfaction of the claims of the insurance claimant, or deposits the corresponding amount with the court, the insurer shall not have any duty to pay the additional principal, interests and costs resulting from the date of the refusal/from the date of the above-referenced declaration or court deposit.

9. The insured's excess is EUR 727.00 per event of loss.

ARTICLE 7

EXCLUSIONS

1.This insurance does not cover any obligation to pay damages

1.1.asserted by persons who unlawfully and intentionally caused the losses for which they are being held liable by a third party. A deliberate act or omission is also considered to be an act or omission which the person concerned fails to avoid although he or she should have foreseen the likely harmful consequences but hazarded the consequences thereof.

1.2.as a result of deliberate violation of laws, regulations or regulatory provisions applicable to the insured's professional activities, contrary to the instructions or conditions of the client or its authorised representatives;

1.3.for losses

1.7. za gubitke koje su pretrpeli partneri u zajedničkoj solidarnoj odgovornosti među sobom (vidi član 6. (2)).

2. U meri u kojoj se navedeni gubitak odnosi na druge gubitke (vidi član (1) (1)), osiguranje se ne proteže na pravnu odgovornost osiguranika za štetu na zemljištima i vodama. Ova isključenja odgovornosti neće se primenjivati ako je šteta prouzrokovana iznenadnim, nepredviđenim incidentom koji se razlikuje od pravilnog, nesmetanog poslovanja.

3. Nezavisno od osiguranja predviđenog u članu 1 (2), osiguranje ne pokriva odgovornost za gubitke

3.1. zbog štete na

3.1.1. ili koja proizađe iz gubitka imovine pozajmljene, iznajmljene, zakupne ili preuzete na čuvanje od strane osiguranika ili lica koja deluju u ime osiguranika;

3.1.2. pokretnoj imovini koja nastaje tokom ili kao rezultat njene upotrebe, obrade ili bilo koje druge aktivnosti na njoj ili sa njom od strane osiguranika ili lica koja deluju u ime osiguranika;

3.1.3. onim delovima nepokretne imovine na kojima osiguranik ili lica koja deluju u njegovo ime direktno obavljaju ili su obavljala bilo kakvu obradu, upotrebu ili drugu aktivnost;

3.2. za štetu prouzrokovanu na proizvodima ili predmetima koje je proizveo ili isporučio osiguranik (ili treće strane u ime osiguranika ili za njegov račun) kao rezultat uzroka koji je inherentan proizvodnji ili isporuci.

4. Osiguranje ne pokriva potraživanja za odštetu

4.1. koja se zasnivaju na povredi patenata i prava intelektualne svojine;

4.2. koja se zasnivaju na neizvršenju ili kašnjenju u izvršenju ugovora;

4.3. koja se zasnivaju na neuspehu da se ispune rokovi za isporuku planova i crteža, gde takvi rokovi nisu postavljeni zakonom, propisima ili zvaničnim obaveštenjima;

4.4. koja se zasnivaju na savetima u vezi sa izborom izvođača i dobavljača u pogledu njihove kreditne sposobnosti;

4.5. koja se zasnivaju na izjavama o trajanju proizvodnog perioda i rokova isporuke;

4.6. zbog prekoračenja procena i kredita i na osnovu gubitaka kredita ili kapitalnih ulaganja, koji proizilaze iz sticanja i upotrebe dobara, iz posredovanja, preporuka ili komercijalnog izvršenja novca, imovine i drugih komercijalnih transakcija uz naknadu ili bez naknade i koji proizilaze iz posledičnih radnji takvih aktivnosti;

4.7. koje proizilaze iz kašnjenja u zaključenju, nastavku ili obnovi ugovora o osiguranju, koje proizilaze iz neadekvatnog ili nepotpunog obima takvih ugovora i koje proizilaze iz kašnjenja u plaćanju premija;

4.8. za štete prouzrokovane manjkavostima u upravljanju gotovinom, povredama u platnim radnjama, proneverama od strane osoblja osiguranika ili drugih osoba koje koristi osiguranik, kao i krađom, sitnom krađom i neisporukom novca, hartija od vrednosti i dragocenosti.

1.7. for losses suffered by the partners to a joint and several liability amongst themselves (see art. 6. (2)).

2. To the extent that the loss in question relates to other losses (see Art. (1) (1)), the insurance cover does not extend to legal liability of the insured for damage to the soils and waters. This exclusion of liability shall not apply if the damage was caused by a sudden, unforeseeable incident which deviates from the proper incident-free operations.

3. Notwithstanding the insurance cover provided for under Art. 1 (2), the insurance does not cover liability for losses

3.1. due to damage to

3.1.1. 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;

3.1.2. moveable property arising during or as a result of its use, processing or any other activity on or with it by the insured or persons acting on the insured's behalf;

3.1.3. those parts of immoveable property on which the insured or persons acting on the insured's behalf directly perform or have performed any processing, use or other activity;

3.2. for damage caused to work product or objects manufactured or supplied by the insured (or third parties on the insured's behalf or for its account) as a result of a cause which is inherent to the manufacture or delivery thereof.

4. The insurance does not cover claims for damages

4.1. based on infringement of patent and intellectual property rights;

4.2. based on non-performance or untimely performance of contract;

4.3. based on a failure to meet deadlines for delivery of plans and drawings, where such deadlines are not set by law, regulation or official notice;

4.4. based on advice regarding the selection of tradesmen and suppliers with regard to their creditworthiness;

4.5. based on declarations concerning the duration of the production period and delivery periods;

4.6. due to having exceeded estimates and credits and based on losses of credits or capital investments, arising out of the acquisition and use of goods, arising out of the brokerage, recommendation or commercial execution of money, property and other commercial transactions against payment or on a gratuitous basis and arising out of consequential acts from such activities;

4.7. arising out of untimely conclusion, continuation or renewal of insurance contracts, arising out of the inadequate or incomplete scope of such contracts and arising out of late payment of premiums.

4.8. for damages caused by shortfalls in cash management, by breaches in acts of payment, by embezzlement on the part of the insured's personnel or other persons used by the insured, as well as by theft, pilferage and non-delivery of money, securities and valuables.

5. Pored toga, ovo osiguranje ne pokriva potraživanja za štetu koja proizilazi iz planiranja ili preporuka suštinski novih mašina, postrojenja, proizvoda ili procesa ili iz bilo koje aktivnosti istraživanja i/ili razvoja gde su takvi gubici uzročno povezani sa novim predmetom.

6. Gore navedeni razlozi isključenja primenjuju se prema svim osobama na koje se osiguranje pokriva u okviru ovog ugovora, čak i ako osigurani događaj postoji samo u odnosu na jednu osobu ili jedan deo takvih osoba.

ČLAN 8
DEFINICIJA OSIGURANOG DOGAĐAJA

1. Svaki osigurani događaj je povreda (čin ili propust) zbog koje osiguranik može biti odgovoran za štetu. Ako povreda može dovesti do više obaveza plaćanja odštete, to će se smatrati jednim događajem gubitka. Takođe će se smatrati jednim događajem gubitka kada više povreda, čak i ako su počinjene od strane više osoba, dovede do jednog jedinstvenog gubitka.

2. Povreda će se takođe smatrati aktom ili propustom zasnovanim na istom ili sličnom izvoru greške ako su predmetne stvari u pravnom ili ekonomskom odnosu jedna s drugom.

5. Furthermore, this insurance does not cover claims for damages arising out of the planning or recommendation of essentially new machines, plants, products or processes or out of any research and/or development activity where such losses are causally attributable to the novel item.

6. The foregoing grounds of exclusion shall apply against all persons to whom the insurance cover under this contract extends, even if an insured event only exists in respect of one person or one part of such persons.

ARTICLE 8
DEFINITION OF INSURED EVENT

1. Any insured event is a breach (act or omission), as a result of which the insured could be liable for damages. If a breach could give rise to multiple obligations to pay damages, this shall be deemed to constitute one event of loss. It shall also be considered a single event of loss where several breaches, even if committed by multiple persons, give rise to one uniform loss.

2. A breach shall also be deemed to be an act or omission based on the same or similar source of error if the matters in question bear a legal or economic relationship with each other.