

1 Scope

These terms apply to the certification body *SystemCERT Zertifizierungsges.m.b.H.*, hereinafter referred to as SystemCERT, and the certified person or person to be certified, hereinafter referred to as the client, after the application for certification has been signed by the certified person or person to be certified.

The scope of validity extends to offers at the SystemCERT Online Shop www.systemcert.at. It is recalled, that the performance of service (delivery of documents per download) always starts before the expiry of any withdrawal. Private customers are reminded that there is a relinquishment or revocation necessary.

2 General Terms for Certificate Holders

a) Rights

Every certificate holder has the right – with advance written notification to SystemCERT – to inspect the processes which lead to competence certification.

Each certificate holder has the right to apply for the extension of his/her certificate prior to the expiry of its validity period and to receive an extension if the prerequisites for doing so are satisfied.

b) Duties

Certificate holders are obliged to fulfill the certification requirements and to provide all necessary information as well as to comply with the conditions necessary for maintenance. They acknowledge that in case of non-compliance the certificate can be withdrawn. If the certificate holder is no longer able to fulfill these conditions, he/she is obliged to return the corresponding certificate and furthermore to refrain from any form of further use of the confirmation of competence (e.g. through copies).

Certificate holders may not misuse the certificate beyond the scope defined on the certificate and thus bring the name of the certification body into disrepute.

Certificate holders undertake to carry out the necessary refresher measures for the maintenance and extension of the respective personal certificates during the period of validity and to keep their knowledge and skills up to date by participating in relevant events, literature studies, etc..

Certificate holders undertake to provide the documents required to prove their competence and practical experience (e.g. interim certificates, job descriptions, further training certificates, etc.), which must correspond to the actual circumstances.

Certificate holders agree that SystemCERT maintains a directory of all certificate holders and also publishes this directory or makes it accessible to the public (e.g. via the Internet).

Certificate holders are obliged to inform SystemCERT immediately in writing of all written or verbal complaints which come to their attention and which are directed against them personally by third parties. Each complaint received will be dealt with by the certification body.

Certificate holders undertake to maintain confidentiality with regard to the content of the test aspects.

c) Conditions for maintaining validity

The validity of the respective certificate is based on the confirmed competence as specified in the respective certification program.

The renewal of a certificate is directed to SystemCERT by means of a corresponding application and can only take place upon presentation of the respective proofs, which are required within the validity period and must be confirmed by third parties. The required form can be found on the SystemCERT home page.

d) Fees

Invoicing of the fee(s) takes place after SystemCERT received the documents of the examination, regardless of whether the certification has been completed or not.

For the processing of the documents and the issuance of the first certificate, 125.00 € excl. VAT will be charged. If the certificate is additionally requested in e.g. English, the fee for the additional certificate is € 30.00 excl. VAT.

After expiration of the certificate's validity, it can be renewed. A fee of 50.00 € excl. VAT will be charged for a certificate renewal. The reissue of a valid certificate (duplicate) amounts to 50,00 € excl. VAT.

Fees for examiners and trainers are charged separately and are to be considered by the training organisation.

3 Certificates

All certificates issued by SystemCERT meet the requirements of the international standard ISO 17024 in the latest valid version. The certificate is the property of the certification body during the entire period of validity – regulations regarding withdrawal, restriction, suspension of the certification are regulated in the respective certification programs or defined under point 2 of these General Terms and Conditions under Duties.

The contractual relationship between the applicant and SystemCERT exists from the receipt of the documents by SystemCERT from the respective training body or the examiner. In case of a delayed transmission of the documents after completion of the examination SystemCERT does not assume any liability.

The personal competences accredited by Accreditation Austria have a logo according to the Ordinance on Accreditation Lines. In the case of submitted competences that have not yet been confirmed by the state, this is not applicable.

4 Conditions for Participation in SystemCERT Events

a) General conditions

Registration for SystemCERT events and courses is done via a registration form on the homepage or in writing to SystemCERT. Participation in our events is limited. The organizer reserves the right to cancel these events if the number of participants is too low. With the registration the registration and payment conditions are accepted. Furthermore, the consent is declared that personal data, which are required for the execution of the event, are processed and stored by means of EDP in compliance with the Data Protection Act.

b) Payment conditions, cancellation and rebooking

Payment is due within 14 days of the invoice date without deduction. Cancellations will only be accepted in writing and only before the start of the event. In the event of cancellation within 5 working days before the start of the event, we will charge 25% of the costs; in the event of cancellation on the day of the event or in the event of no-show, we will charge the entire costs. The organizer must be informed immediately of any substitute registrations.

5 Data protection

By applying for certification, the future certificate holders undertake to submit to the certification body all documents and records necessary to prove the required criteria. The application for certification contains information on data processing, the receipt of which is confirmed with the application. In some cases, approved training centers offer courses that lead to certification according to ISO 17024. In these cases, the respective training centers merely act as intermediaries and send the personal data required for certification to the certification body without archiving it any further.

6 Accountability

Within the scope of its service provision, SystemCERT is liable to the client for financial losses caused by it only in the case of intent and gross negligence. Liability for slight and/or simply grossly negligent conduct is expressly excluded. Furthermore, SystemCERT is only liable for financial losses up to € 900,000 in the case of gross negligence.

- a) Any liability of SystemCERT is limited to typically foreseeable damages on the part of the client and is limited to the amount of the contractually agreed remuneration paid to SystemCERT for the underlying services.
- b) System-CERT is not liable for loss of profit, consequential harm caused by a defect, indirect or indirect damages, or pure financial losses of any kind.
- c) Every claim for damages can only be asserted in court within six months after the claimant has become aware of the damage, at the latest, however, within three years after the event giving rise to the claim.
- d) The client guarantees that the services of System-CERT, as far as legally permissible and as far as nothing else is expressly agreed upon in writing with System-CERT, will be used exclusively for the purposes of the client and not for third parties. If SystemCERT's services are nevertheless passed on to third parties or used for third parties, SystemCERT's liability towards the third party is not justified thereby.

7 Special requirements

If the applicant has special requirements due to special needs, these can be communicated to our staff. As long as this does not jeopardize the integrity of the assessment and is within the bounds of what is reasonable, we will gladly make every effort to meet these requirements.

8 Place of Jurisdiction

The place of jurisdiction is Leoben.