DQS CFS GmbH – General Business Conditions

General Business Conditions of DQS CFS GmbH, hereinafter termed “DQS”, for freely contracted services, particularly assessment and audit activities on behalf of contracting parties, hereinafter termed “client”.

1. General

DQS performs assessment/audit services on behalf of their client. Notwithstanding individual agreements to the contrary, the client accepts the General Business Conditions and prices of DQS, as well as the “DQS Auditing and Certification Regulations” in their current issue at the time of order placing. A client’s contrary or deviating business conditions shall only be binding in case of express written acceptance by DQS.

2. Service delivery

DQS assesses/audits the management system of the client, or parts thereof, with the goal of evaluating its conformity with specified or agreed requirements, including the effectiveness of the system or parts thereof. The client receives a written expertise and/or a DQS certificate, respectively a declaration of conformity or other attestation. As a matter of principle, assessments are performed at the clients’ place of operations. DQS is independent, neutral, and objective in their audits. Performance of services is subject to the provisions laid down in the current issue of the “DQS Auditing and Certification Regulations” which are binding for both parties. Scope and extent of services delivered by DQS are specified in writing at the time of order placing; partial delivery is permitted. Parties agree on the exact dates of the proceeding separately. Where during proper performance of the order, changes and/or expansions to the original extent of the order are identified, these additions shall be agreed upon in writing by both parties in advance. Insofar as changes or expansions make it unreasonable for the client to adhere to agreed provisions, they have the right to withdraw from the contract. In doing so, however, the client is required to pay the fee agreed or, where there is no such agreement, a suitable fee.

3. Duties of the client

The client shall make available to DQS all information and documents necessary for the contracted services to be delivered; completely, diligently, and in a timely manner. The client shall point out all procedures and circumstances that may be significant to the delivery of contracted services, without prompting. Unless the above mentioned items have been complied with, the delivery of services will take place at the sole risk of the client, provided there is no contributory negligence on the part of DQS.

4. Confidentiality, copyright, data security

DQS observes business confidentiality, taking precautions to ensure that written expertise or any other facts or documents made available in the context of service delivery regarding the client and the subject matter are not forwarded, exploited, or publicized without authorization. DQS may copy written documents, which have been made available to it for review or during service provision, for its own records. Insofar as written expertise, evaluation results, etc. have been created in the context of the order, which are subject to copyright protection, DQS grants the client a non-exclusive, non-transferrable right of use, as far as necessary in accord with the contractually prescribed purpose. No further rights are granted; in particular, the client is not authorized to modify written expertise, evaluation results, and the like. DQS also processes and uses personal data for their own purposes within DQS group only. To this end, DQS also employs automatic data processing. In order to comply with the data security requirements of the article 32 of the General Data Protection Regulation (DSBGO), DQS has implemented measures of a technical-organizational nature designed to ensure the security of stored data and data processing. Employees involved in processing have been committed to the BDSG and to the strict adherence to all data security regulations.

5. Warranty

The warranty of DQS covers only the services expressly stated in the order. In the case of certification services, DQS is obliged to issue the certificate, provided the respective preconditions have been fulfilled. Insofar as DQS provides general services, the parties agree that DQS owes only services, not any specified success. Any decisions based upon the services delivered are incumbent upon the client alone, within their own sphere of risk and decision-making.

6. Liability

Irrespective of legal basis, DQS, its vicarious agents and auxiliary persons, may be held liable for damages only in case of intent or gross negligence, or in case of negligent breach of an essential contractual duty (“material duty”). In case of a breach of essential contractual duties, the liability of DQS is always limited to the extent of the foreseeable damage typical for the contract at the time of its closing. Liability for collateral damages, to include collateral damage typical for the contract, is exempt. Otherwise, the liability of DQS is limited to twice the value of the order value, with a maximum of EUR 100,000 per business transaction and EUR 250,000 per calendar year.

7. Terms of payment

For the calculation of services, the respective and currently valid prices of DQS apply, unless a fixed fee or other basis for calculation has been expressly agreed upon. Invoices will be issued following each stage of performance and are due for payment in full within ten days from the date of the invoice, without deduction. In case of delayed payment, DQS is entitled to charge interest at the current bank rate.

8. Deadlines and due dates

DQS and the client schedule appointments for audit as far in advance as possible. Appointments are confirmed in writing. In case a confirmed appointment cannot be maintained by reason of the client, DQS may charge the client for expenditures actually incurred in preparing for this appointment.

9. Duration and termination

The contract is concluded for an unlimited period of time on the date of order placing. The client may issue a written notice of termination a minimum of six weeks to the end of the quarter, without giving reasons. In the case of termination by the client, DQS reserves the right to charge for services already provided. DQS may only terminate upon good cause shown.

10. Audit Cancellation and Rescheduling

If the client cancels or postpones an already confirmed assessment, the following percentage of the assessment costs will apply:

- 28 days or more: 0 %
- Less than 28 days: 10 %s
- Less than 21 days: 30 %
- Less than 14 days: 70 %
- Less than 7 days: 100 %

Any travel expenses already incurred are to be compensated at cost.

11. Final provisions

The court of jurisdiction is Frankfurt am Main. German law applies in all respects. Only the German language version of these Business Terms and Conditions is legally binding upon both parties.

Should any individual provision be or become void, the validity of the remaining provisions hereof shall not be affected. In such cases, the void provision shall be replaced by relative provisions coming as close as possible to the business purpose of the contract, and safeguarding the interests of each party as much as feasible.

In addition to the provisions stipulated above, individual certification services are subject to specific requirements in their currently valid version, as well as their supplementary interpretations.

With this issue, all of our previous general business conditions cease to be valid.

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