



**Terms and Conditions
for the
Certification System "ON Certified Service"**

Release date: V3.0,
2007-08-01

ON Certification Body

1 General

1.1 The purpose of this Agreement for the Applicant is to obtain a licence to use the "**ON Certified Service**" conformity mark for a service provided by the Applicant. This Agreement is valid for an indefinite period and may be terminated by either party without prior notice. Any modifications of or amendments to the Agreement must be in writing and must be signed by both parties.

1.2 The Applicant undertakes to duly notify the ON Certification Body of any planned changes to the certified service, including detailed reasons, so that any supplementary inspections deemed necessary may be carried out. In the event that the Applicant discontinues providing the certified service, it must immediately inform the ON Certification Body in writing.

1.3 The ON Certification Body undertakes to publish the effected certifications in its monthly journal "CONNEX" and in the annual "Directory of Standard-Conforming Products and Services." The data can also be accessed on the internet on the ON homepage (<http://www.on-norm.at>). Therefore, the ON Certification Body shall be expressly authorized by its contractual partner to reproduce the data appearing in the certificate regarding the service and/or service provider in its publications.

2 Certification Process

2.1 Following the Applicant's request for the issue of a certificate and the corresponding licence for the use of the "**ON Certified Service**" conformity mark, the following steps shall be carried out within the scope of the "**ON Certified Service**" certification system.

2.2 The ON Certification Body shall send the Applicant the relevant information on the certification system, including an application form. The Applicant shall return the completed application form and the documentation required as per the certification scheme to the ON.

2.3 The ON certification agent specialising in the specific field shall perform a feasibility check. If the result of the feasibility check is positive and the Applicant agrees to the offer, the Applicant shall place a certification order.

If applicable, the ON shall enter into an Agreement with one or several qualified external auditors regarding the execution of an audit and external quality control.

2.4 The Applicant undertakes to make its facilities accessible to the authorized auditing personnel and the ON's certification personnel. The ON Certification Body shall have the right to request access to the facilities and insight into the service-related records of the service provider within the context of external quality control at any time.

2.5 When an audit reveals that the Applicant does not meet the requirements specified in the certification scheme, the applicant is given the opportunity to make improvements and another audit is carried out.

Any repeated audit will be charged separately to the applicant in accordance with the currently valid schedule of fees. The provisions for a first audit also apply analogously to the evaluation of repeated assessments. On principle, audits may be repeated without any restriction.

2.6 After the documentation has been reviewed and an audit has been carried out, the competent agent shall prepare a Certification Report, and, following the positive decision of the Director of the Certification Body, a certificate including a licence for the use of the "**ON Certified Service**" conformity mark shall be issued on the basis of this report.

3 Resignation

3.1 The applicant may prematurely terminate the certification procedure for good reason. The withdrawal must be received by ON Certification Body in writing. The applicant shall bear the costs arising for ON Certification Body from the application for certification according to the certification scheme.

3.2 Furthermore, if the applicant withdraws the application or cancels an already scheduled audit he shall bear any costs which have already arisen because of an order already given to an inspector in the context of the inspection of the service provider.

4 Conditions for the right to use the "ON Certified Service" conformity mark

4.1 The "ON Certified Service" conformity mark may be used by the Applicant (service provider, physical or legal person) exclusively for labelling those services for which a certificate, and therefore a licence to use the "ON Certified Service" conformity mark, has been issued by the ON. If an Applicant who has received a certificate by the ON for labelling one of its services labels another (similar) service in this manner without having been issued a certificate for said service by the ON, this constitutes a breach of the Terms and Conditions herein and the Applicant may expect legal measures from the ON and a general nullification of all of the Applicant's certificates.

4.2 The "ON Certified Service" conformity mark may be used in sales documentation, service descriptions, brochures and similar documentation. However, it must be made clear that the conformity mark refers to the certified service. The service provider undertakes to provide its clients with the relevant information specifying the contents of the certified service provided and detailing the scope of certification.

4.3 The Applicant undertakes to use the "ON Certified Service" conformity mark only in the specified graphic representation, maintaining the proportions of the label and a minimum font size of 3 mm.

4.4 The "ON Certified Service" conformity mark has the following appearance:



The name of the applicable reference specification will be added to the conformity symbol.

5 Cancellation

5.1 The certificate and the associated licence to use the mark lapse on the date given in the certificate. The certificate will be cancelled prior to the regular date of expiry if the provisions of the applicable certification scheme are infringed. Cancellation of the certificate is notified in writing

5.2 If the requirements on which the certification is based no longer apply, e.g. if a standard is with-drawn, ON Certification Body will decide whether the certificate and the associated licence to use the mark are to be cancelled.

6 Fees¹

6.1 The Applicant undertakes to pay the certification fees fixed by the ON and the costs of the audit. In the event that the Applicant defaults on its payments, the ON shall have the right to terminate the Agreement, declare the certificate void and/or reclaim it and revoke the licence to use the conformity mark.

¹ Status of October 1, 2006, subject to change.

6.2 The following fees apply.

Fees for initial certification

The registration fee which must be paid for the issue of a certificate including a licence to use the "ON Certified Service" conformity mark in the first year, per service and Applicant for 6 years, is:

EURO 450.0

Annual use fee

Starting with the 2nd year, the annual fee for use of the "ON Certified Service" conformity mark per service and Applicant is:

EURO 150.0

Processing fee

The following hourly rates are charged for the time spent by the ON certification personnel in connection with the certification process.

EURO 110.0

Travel

Travel and accommodation expenses for work on site will be charged to the applicant additionally.

All listed rates are net and do not include value-added tax.

7 Complaints

7.1 Should any third-party complaints lead to doubts concerning the service's conformity with the relevant specification, the ON Certification Body shall have the right to carry out inspections at any time, including within the context of the initial certification. In case of a negative result, the related costs shall be borne by the Applicant; otherwise, by the ON Certification Body.

7.2 Any complaints regarding the certification procedure or issue of a certificate must be in writing and include a detailed substantiation, and shall be addressed to the Director of the ON Certification Body. The Executive Committee of the ON is obligated to respond to the Applicant in writing.

8 Liability

ON Certification Body only accepts liability for grossly negligent or wilful actions.

A liability of ON Certification Body, based on the award of the certificate, does not obtain for defects of the services provided by the service provider. The certificate holder releases ON Certification Body and the experts who were engaged in the context of a certification procedure by ON Certification Body from all claims that are raised against ON Certification Body on the grounds of the award of the mark and/or of a certificate not being issued.

The certificate holder waives the assertion of claims against ON Certification Body based on the award, non-award, or cancellation of a certificate.

9 Place of jurisdiction

ON Certification Body is entitled to enforce its rights in the event of any infringement of these rules and of all supplementary provisions to them. This certification scheme is subjected according to the Austrian law.

Place of jurisdiction is Vienna, Austria.