

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 certification, audit and assessment 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. This does not apply in particular to audits which are performed without the physical presence of the auditor at the client's place of operations ("remote audits"). 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; the execution of the order can be performed in stages according to the offer, partial delivery is permitted. Parties agree on the exact dates for the project stages separately. Where during proper performance of the order or the individual project stages 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.

An advance written agreement however is not necessary as far as it is mandatory according to Number 5.2 (Non-issuance of the certificate) of the "DQS Auditing and Certification Regulations" for closing non-conformities or conditions required for issuing the certificate. 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 contractual 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-transferable right of use to use the work results for the contractually intended or typical purpose of use. No further rights are granted; in particular, the client is not authorized to modify written expertise, evaluation results, and the like. Disclosure to third parties is only permitted within the scope of the intended use.

DQS processes personal data in accordance with the applicable legal provisions, in particular the EU General Data Protection Regulation ("GDPR") and in Germany the Federal Data Protection Act ("BDSG"). DQS shall oblige the employees and vicarious agents assigned to execute the order to maintain confidentiality (data secrecy), unless they are already under a general obligation to do so.

In this context, DQS will process personal data of the client for its own purposes within the scope of fulfilling the contract. If DQS processes personal data within the scope of contract processing for the client, the parties will conclude a separate agreement on this in accordance with Section 28 of the German Data Protection Act (DSGVO). Details can be found in our detailed data protection information.

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. DQS, its vicarious agents and auxiliary persons shall be liable for damages resulting from slight negligence insofar as an essential contractual duty ("material duty") has been breached or if DQS has expressly warranted the quality of the contractual performance.

However, in the event of a slightly negligent breach of essential contractual duty, DQS shall only be liable for the foreseeable damage typical for the contract at the time of its closing. Essential contractual duties are those duties whose fulfillment characterizes the contract and on which the client may rely.

DQS is fully liable for damages resulting from intent, breach of warranty, delay with a binding delivery date or injury to life, limb or health in accordance with the statutory provisions. Liability for collateral damages, to include collateral damages typical for the contract, is exempt in case of slight negligence.

Otherwise, in the event of slight negligence, DQS's liability is limited to the typical contractual and foreseeable average damage.

7. Terms of payment

Unless a fixed price or another basis for calculation has been expressly agreed, the current prices of DQS shall apply for the invoicing of services. Orders are invoiced according to completed project phases. Reasonable cost advances up to full amount of services and bills to be provided may be required. Partial invoices do not have to be designated as such. The receipt of an invoice does not mean that DQS has completely settled the order by this. Invoices have to be checked carefully. Any discrepancies or formal deficiencies with regard to the requirements of § 14 UStG (German Value Added Tax Act) must be reported in writing immediately, at the latest within 10 days after receipt of the invoice. Otherwise, the invoice shall be deemed accepted, unless the defects could not have been detected even after careful examination. Invoices are payable net without deduction within 10 days of the invoice date. In case of delayed payment, DQS shall be entitled to charge interest at the usual German 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.

If the client cancels less than eight weeks before the date of service provision, DQS shall bill the client 80% of the contract's value, including travel costs incurred and cancellation fees.

If the client cancels fewer than seven working days before the date of service provision, DQS shall bill the client 100% of the contract's value, including travel costs incurred and cancellation fees.

9. Duration and termination

The contract is concluded for an unlimited period of time on the date of order placing. The placed order may be terminated by the client in writing without giving specific reasons with a notice period of six weeks to the end of each quarter. In the event of termination by the client, DQS reserves the right to charge for the services already provided but not yet invoiced.

If the client terminates less than eight weeks before the date of service provision, DQS shall bill the client 80% of the contract's value plus any travel expenses actually incurred in connection with the order placement or cancellation fees for travel already booked.

If the client cancels less than seven calendar days before the date of service provision, DQS shall bill the client 100% of the contract's value plus any travel expenses actually incurred in connection with the order placement or any cancellation fees incurred as a result of the termination for trips already booked.

DQS may only terminate upon good cause shown. Good cause shall be deemed to exist, in particular, in the event of non-fulfillment of the client obligations specified in sections 3 and 7 of these terms and conditions as well as in accordance with sections 5.3.2. (Withdrawal) and 5.3.3. (Annulment) of "DQS Certification and Assessment Regulations".

10. 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.