



*DQS worldwide*



## **DQS Assessments**

General Business Conditions and Prices  
of DQS GmbH

Valid as of April 2008

## Building trust and keeping promises

The assessment of a management system by an independent third party has many advantages extending beyond the simple confirmation of the conformity of a system with the requirements of a standard. Our customers place particular value on the improvement potential contributed by the technical competence and practical experience of DQS auditors. A DQS assessment supports your efforts to focus the entire organization towards success – so your customers will continue to regard you as a valuable and reliable partner in the future.



## Your way to the certificate



## DQS Assessments and Prices

Assessment services	Euro (€)
<b>System analysis / System assessment / Project planning / Follow-up assessment / DQS Benchmarking</b> <i>per assessor/day</i>	
▪ Quality, Environmental, or Occupational Health and Safety Management Systems	1,125
▪ Combined / Integrated Management Systems	1,300
▪ Information Security Management Systems	1,450
▪ Business Excellence Assessments	1,685
<b>System evaluation</b>	
▪ Written report for system and re-assessments, follow-up assessment	negotiable
▪ Written report for 1st and 2nd advancement	400

DQS Certificate	Euro (€)
▪ Issue of a certificate (in German and one more language*) and the international IQNet certificate, use and publication during the period of validity	
– For the first standard or specification	460 p.a.
– For each additional standard or specification	410 p.a.
– For medical devices: for the first standard or specification and for ISO 13485 under CMDCAS	870 p.a.
▪ Issue of certificates in additional European languages*, excerpt certificates and certificate amendments	105 each
▪ Surcharge for other languages,	45 each
▪ Individual design of certificates (T&M basis)	85/hour
▪ Publication on the DQS website	free of charge
▪ Personal presentation of certificate by a DQS representative (on request)	negotiable
▪ Reprints of DQS certificates with/without company logo	see print shop price list

Database entries / Registration fees / Others (third party charges)	Euro (€)
<b>Automotive / Aerospace / Railway industry</b>	
▪ EN/AS 9100 OASIS database	500
▪ IATF or VDA fee: ISO/TS 16949, VDA 6.1, VDA 6.2, VDA 6.4	50/audit day
▪ UNIFE: IRIS	350
<b>Information Security</b>	
▪ itSMF (ISO 20000-1)	200
▪ itSMF Seal of Approval	200
<b>Food Safety / Hygiene Management</b> per entry	
▪ IFS International Food Standard	150
▪ BRC Global Standards (Food, Packaging, Consumer Goods)	150
▪ FAMI-QS (Membership fee)	500
▪ EurepGAP	see EurepGAP pricelist
▪ GMP+ 2006	see PDV document C4
<b>Medical devices</b>	
▪ EC Design Examination Certificate, Annex II, Article 4	negotiable
▪ Notifications of change or additional product record reviews	negotiable

All fees stipulated above are subject to incidental charges and the current statutory level of value-added tax.

\*) **Certificate languages:** European languages for DQS certificates are German, English, French, Italian, Spanish, Polish, Portuguese and Turkish.

## Information on assessment services

### Calculation of effort required

Please request an individual offer:

The assessment of each organization will be planned individually. Important factors are, among others, variety of products (goods and services), complexity of work processes/procedures, special product characteristics, environmentally relevant facilities, statutory requirements, company size, number of employees, degree of automation, organizational structures and distribution of sites. The procedures are based upon the currently valid global accreditation and authorization requirements. Following determination of the effort required, the assessment days will be agreed upon in writing with the customer.

Assessment days comprise eight hours per day. Assessments and follow-up assessments may be conducted on site or by document review, subject to their placement in the assessment.

### Additional assessment services

Additional assessment services, such as process or supplier audits, change management promotion, project assessments; assessments according to EC Directive 761/2001 and EfbV or to company-specific requirements will be planned and agreed upon individually. Please request a custom offer.

### DQS Benchmarking

With DQS Benchmarking, DQS evaluates the maturity of your management system on the basis of internationally recognized evaluation methods. In addition, comparative values are identified from your competitive environment, which allow for a comparative evaluation of your organization's level of maturity, and areas for improvement identified.

DQS Benchmarking is a special service provided in the context of a comprehensive assessment according to the rules of accreditation and notification. That means there will be no additional effort during comprehensive initial or re-assessments of your management system. In the case of advancement assessments, participation in DQS Benchmarking is subject to individual coordination.

### Incidental costs

Travel expenses:

By car: EUR 0.59/km, by rail: 1st class, by plane: Economy Class (Business Class only when Economy is not available). There will be no charge for travel time to and from one location within Germany for one site. Travel time outside of Germany or in special circumstances is subject to separate arrangement. All expenses incurred will be charged at cost.

Overnight stays:

We request the customer to either nominate or reserve on behalf of the assessor(s) an appropriate facility nearby. We suggest the customer settle the overnight costs directly with the hotel.

Other expenses:

No other expenses will be charged.

### Project planning

The planning of assessments involving multiple sites, for groups of companies or trusts will be conducted during an annual project meeting with the customer on site. For planning, the Lead Auditor assigned will take into account changes and customer requests, as well as previous audit results. Other auditors may participate in the project meeting as necessary.

### DQS Club for the exchange of experiences

- Two club meetings p.a. € 220,-
- Three club meetings p.a. € 320,-

## Using the DQS Certificate Symbol and the IQNet Logo



With a DQS certificate you are announcing your determination to supply superior performance. We are delighted by the use of our copyrighted DQS certificate symbol, because it is a confirmation of the trust placed in us by our customers, a sign of their loyalty and satisfaction with the quality of our services, whether it is used on company stationery or in brochures, on the Internet, at exhibitions, on vehicles or in advertisements.

The certificate symbol is directly associated with the certified organization and its management system.

Further information and downloads are available on the Internet

[www.dqscert.com](http://www.dqscert.com)



## General Business Conditions

and particular conditions for the assessment of management systems by DQS GmbH, hereinafter termed "DQS", with its contracting partners, hereinafter termed "customers".

### 1. Scope

These conditions apply to contracts agreed between DQS and its customers, unless it is otherwise agreed in writing or so prescribed by statutory instruments.

In the following text, audits and assessments are referred to as "assessments", auditors, assessors and experts are referred to as "assessors" and reports on audits and assessments are referred to as "assessment reports".

### 2. Assessment of management systems

DQS assesses the management system of its customer, or parts thereof, with the goal of determining its conformity with agreed requirements, including the effectiveness of the system. The customer receives an assessment report and a DQS certificate or confirmation. DQS is independent, neutral and objective in its assessments. Assessments are performed at the customer's place of operations. The type, extent and time schedule of the procedure are subject to separate agreement by the parties. If nonconformities with the requirements of the respective standard or specification are identified during an assessment, the corrective actions must demonstrably be carried out by the customer within the time frame specified in the reference document or by an appropriate agreed deadline, before a DQS certificate can be issued. DQS strives to minimize any disturbances of the business process while conducting the assessment on the customer's premises.

### 3. Selection of assessors

The number and choice of assessors is incumbent upon DQS, who will nominate the assessor(s) and provide their abbreviated biographies to the customer. DQS commits itself to use only assessors who are suitable for the task on the basis of their technical qualifications, their experience and their personal abilities. They are authorized assessors for the required standard(s) or specification(s) and have appropriate experience in the customer's area of operation as well as in management and auditing.

The customer is entitled to reject the assessor(s) proposed by DQS without specifying any reasons. In that case, DQS will submit a new proposal. The entitlement to reject assessors may be exercised only once at the beginning of both the preparatory and the surveillance phase. Should an assessor become unavailable immediately before or during the assessment, the two parties shall mutually agree on how to proceed.

### 4. Rights and obligations of DQS

#### 4.1. Confidentiality and data protection

DQS commits itself to confidentiality concerning all information made available to it in the context of its activities on the customer's premises, whether this information relates to internal matters of the customer or to its business relations. This also applies to verbal and written results of the assessment. DQS only passes information to third parties with the written authorization of the customer. DQS retains records associated with assessments for a

minimum of one certification cycle (usually three years). These commitments also apply after termination of the contract.

DQS operates a secure web portal on its website, which allows access to assessment results and various other information. Customers may only enter this web portal after having received authorization (log-in data and password) and submitting electronic or written consent.

#### 4.2. Accreditation and authorization

DQS is authorized by various accreditation bodies and authorities to issue assessment reports and certificates according to various standards and specifications. This includes the obligation to allow employees or auxiliary persons of these bodies to participate in assessments. In so far as this is essential for accreditation procedures, DQS allows these individuals access to both its own documents and customer-related data. These employees are sworn to secrecy. Whenever individual standards or specifications explicitly require, customer-related data and assessment results are passed on to these bodies. In this case, the customer's assent is presupposed.

#### 4.3. Liability

DQS may be held liable only in case of intent and gross negligence. This also applies to its vicarious agents and auxiliary persons. Upon request, DQS will provide evidence of liability insurance for contracted services.

#### 4.4. Limitation of liability

In cases where any liability on behalf of DQS may arise, it is limited to a maximum of EUR 100,000 per business transaction and EUR 250,000 per calendar year.

#### 4.5. Publicity

DQS maintains and publishes a register of all customers holding a current DQS certification. This publication contains the name and address of the certified organization as well as the scope and reference standard/specification. The customer's consent to this publication is presupposed.

#### 4.6. Effectiveness of certified management systems

DQS verifies the effectiveness of the customer's certified management system by performing regular assessments (usually on an annual basis). Should DQS receive information from third parties which dispute the conformity or effectiveness of a management system it has certified, it is entitled to perform additional, non-routine assessments after consulting with the customer concerned. In legally regulated areas, DQS is entitled to perform additional, unannounced assessments, whenever justified.

#### 4.7. Scheduling appointments

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

### 5. Rights and obligations of the customer

#### 5.1. Management system

The customer must implement and maintain a documented management system which fulfils the requirements of the standard or specification upon which it is based. All actions necessary to ensure the stability and effectiveness of the management system must be carried out and documented.

#### 5.2. Duty of disclosure

The customer ensures that DQS has access to all necessary information and the requisite facilities to fulfill its task and commits all nominated representatives and employees to provide the assessor with accurate and complete information in a timely manner concerning all processes which may be significant to the assessment. Within the scope of certified management systems, all records relating to complaints and their corrective actions must be presented to DQS upon request.

#### 5.3. Notification of changes

The customer is obliged to inform DQS without delay of any changes which may influence the certified management system. This applies in particular to the purchase/sale of parts of the company, any change in ownership, changes in the area of operations, fundamental alterations in processes or the filing for bankruptcy or composition proceedings. In any of these cases, DQS will consult with the customer and examine how the certificate may be maintained.

#### 5.4. Confidentiality and secrecy

The customer is permitted to forward the assessment report in its entirety. The forwarding of extracts is not permitted.

The documents provided to the customer by DQS, including the DQS certification symbol, are protected by copyright. The customer explicitly acknowledges that all documents which are provided or made available by DQS for examination remain the property of DQS, and that they will be used only for the needs of the company and not made available to third parties or to be used for purposes other than those agreed upon.

The customer is obliged to maintain strict confidentiality about any information revealed within the terms of this agreement as well as of all knowledge of matters relating to DQS, its employees and assessors. This obligation also applies after termination of the contract. The customer similarly accepts this obligation on behalf of any vicarious agents and auxiliary persons.

#### 5.5. Independence of the assessment

The customer is obliged to avoid anything which might compromise the independence of the employees and assessors of DQS. This applies in particular to offers of consultancy, of employment both salaried and free-lance, to separate agreements about fees or other monetary rewards.

### 6. Services, prices and terms of payment

The customer acknowledges DQS' General Business Conditions and Prices in their current versions, unless stipulated otherwise in a contract. 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 deductions. In case of delayed payment, DQS is entitled to charge interest at the current bank rate.

## 7. Certificates and certification symbols

### 7.1. Issuance and use

DQS is obliged to grant a certificate and deliver it up to the customer upon fulfillment of all certification requirements and contractual obligations. The certification decision is the sole responsibility of DQS, based on the assessor's recommendation for issue, as recorded in the assessment report. Usually, DQS and IQNet certificates are valid for a period of three years, commencing from the day conformity is verified.

Certificates and certificate symbols may be used for promotion. Such use is restricted to the scope and the period of validity of the certification. Certificate symbols may not be attached directly to a product or used in such a way as to give rise to the impression of being related to the conformity of a product with the standard or specification on which they are based. DQS is obliged to ensure correct use of certificate symbols to the best of its ability.

Certificates and certificate symbols may not be transferred to successors in title or other organizations. After a certification has been suspended, withdrawn or annulled, the customer must desist from any promotion making use of the certification. The customer commits to return the certificate following withdrawal or annulment.

The right of retention is precluded. Only individuals so authorized by DQS may reproduce or alter certificates and certificate symbols.

### 7.2. Non-issuance of certificates

DQS may only issue certificates if all requirements have been fulfilled following the assessment (initial/re-assessment). In case of non-fulfillment, the assessor documents the shortcomings in a nonconformity report or announces the restraints which must be complied with in order for a certificate to be issued.

All nonconformities or restraints must be eliminated or complied with within three months. If necessary, DQS will repeat the assessment in full or in part. The resulting costs will be invoiced in accordance with the current price list, based on the effort required. If the nonconformities have not been eliminated within this period of three months, or if the prerequisites for the granting of a certificate have not been achieved even after two follow-up assessments, the certification procedure is concluded by issuing a report without a certificate.

### 7.3. Suspension, withdrawal and annulment of a certificate

#### a) Suspension:

DQS is entitled to suspend a certificate for a limited period of time if the customer demonstrably violates contractual or financial obligations towards DQS, particularly if:

- Corrective actions to the management system have not been demonstrably and effectively implemented within the agreed-upon time frame;
- The appointments suggested by DQS for assessment(s) necessary for the maintenance of the certification have not been complied with and the usual time limit of twelve months since the previous assessment has thereby been exceeded;
- DQS has not been informed in a timely manner about planned changes to the management system and other changes which affect the system's conformity with the standard or speci-

fication which forms the basis for the assessment;

- A DQS certificate, an IQNet certificate or a certification symbol has been used in a misleading manner.

DQS first announces a possible suspension in writing. If the reasons for the suspension are not eliminated within two weeks, DQS informs the customer in writing about the suspension of the certification stating the reasons as well as the corrective actions necessary for the certification to be reinstated. Certifications are suspended for a restricted period (usually a maximum of 90 days). If the required measures have been implemented demonstrably and effectively by the established deadline, the suspension of the certification is cancelled.

#### b) Withdrawal:

DQS is entitled to withdraw certificates after giving written notice of intent or to declare them invalid if:

- The suspension period of the certificate has been exceeded;
- The conformity of the management system with the standard or specification on which it is based is not ensured;
- The customer continues to use the certification for promotion following the suspension of the certificate;
- The customer uses the certification in such a way as to undermine the reputation of the certification body;;
- The preconditions which led to issuing the certificate no longer apply or the customer is not prepared to eliminate nonconformities;
- The customer effectively terminates the contractual relationship with DQS.

#### c) Annulment:

DQS is entitled to annul certificates, or retroactively declare them invalid, if:

- It subsequently turns out that the preconditions required for issuance of the certificate had not in fact been fulfilled;
- The customer has compromised the certification procedure so that the objectivity, neutrality or independence of the assessment result are in question.

## 8. Appeals and complaints

Every customer has the right to have services performed within the agreed scope in such a way that expectations and requirements are fulfilled. In case of non-fulfillment, DQS requests information necessary for improvements. In case of a difference of opinion with assessors or DQS itself, each customer has the right to submit an appeal or a complaint against a decision. Complaints may be expressed verbally or in writing to any DQS employee. If a solution cannot be worked out with the individuals concerned, the Quality Representative of DQS or the managing directors, the DQS Board of Arbitration may be appealed to in writing.

## 9. Board of Arbitration

The DQS Board of Arbitration may be appealed to in the case of complaints and in cases of dispute over evaluations or the issue, suspension or withdrawal of a certificate. Prerequisite is an agreement by both parties to have the matter in dispute resolved without resorting to legal action (arbitration agreement), along with a jointly-prepared written presentation of the situation.

The Board of Arbitration consists of three individuals. The two parties nominate one arbitrator each. The umpire is nominated jointly by the two arbitrators and must have the qualification for judgeship according to German law. The Board of Arbitration may be invoked by written application to the senior management of DQS. The full particulars are governed by DQS' rules of procedure for the Board of Arbitration (arbitration regulation).

## 10. Duration and termination

The agreement is concluded for an unlimited period of time on the date of placing the order. The customer may issue a written notice of termination a minimum of one month in advance without stipulating any particular reasons. In the case of termination by the customer, DQS reserves the right to charge for services already provided. DQS may only terminate upon good cause shown, particularly in case of contravention of clauses 5, 6 and 7.

## 11. Jurisdiction and applicable laws

Court of jurisdiction is Frankfurt am Main. German law applies in all respects.

## 12. Diverging agreements

Diverging or supplementary agreements have to be made in writing. Should any individual provision or any part of any provision be or become void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such cases, the void and/or illegal and/or unenforceable provision or provisions shall be replaced by relative provisions coming as close as possible to the sense and spirit and purpose of this agreement.

## 13. Additional conditions

In addition to the provisions stipulated above, specific requirements of individual standards or specifications and their complementary interpretations obtain in their current versions.



**DQS GmbH**  
Deutsche Gesellschaft  
zur Zertifizierung  
von Managementsystemen

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