



Swiss Association  
for Quality and Management  
Systems (SQS)

## Regulations

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# SQS services and warranty marks

## 1. Introduction

The «SQS Certified Management System» and the «SQS Assessed Management System» are registered warranty marks.

The owner of these warranty marks is the Swiss Association for Quality and Management Systems (SQS).

The warranty marks guarantee that the authorised users have a management system meeting the requirements of an appropriate, approved standard model (e.g. ISO 9001) that has been successfully certified/assessed by SQS.

The goal of the «SQS Certified Management System» and the «SQS Assessed Management System» is to make it clear to third parties that the authorised users have a successfully certified/assessed management system and that they are therefore committed to quality.

SQS may carry out certification and auditing on behalf of third parties in accordance with the latter's own standards and warranty marks. The specific applicable provisions are contained in the respective Product Rules for such cases.



## 2. Certification and auditing procedure

To check whether the requirements of «SQS Certified Management Systems», «SQS Assessed Management Systems» as well as certification and auditing on behalf of third parties are fulfilled, SQS carries out a certification/assessment procedure according to the information contained in the specific Product Rules provisions.

The planning, scope and timing of the certification/assessment procedure is determined by SQS in consultation with the client. If the timing, audits, etc. cannot be carried out or carried out at the agreed time due to the client, SQS is entitled to invoice fully for the planned and non-performed services unless the client gives notice at least three months in advance of the delay or cancellation of the service.

After a successful audit, SQS issues the client with the SQS certificate or an equivalent auditing.

The certificate contains the company name, the name and location of the certificate owner, the certified area, the area of activity, the normative basis, the validity and the QR Code.

## 3. The SQS Certificate



### 3.1 Requirements for award

The SQS certificate is awarded following successful certification. All applicable requirements of the standard model must be fulfilled.

### 3.2 Period of validity/Maintenance and withdrawal

The period of validity of the SQS certificate and the conditions for its maintenance are all determined according to the Product Rules.

SQS will revoke the awarded certificate if it is misused or if requirements which were fulfilled at the time of the award of the certificate or its renewal are no longer fulfilled. Also in the case of non-payment for SQS services, following a prior written notice, the withdrawal of the certificate and its cancellation from the certificate owner list will take place. The revocation will be made in writing and is valid as of receipt of the notice. Following withdrawal of an SQS certificate, the client must discontinue the mention of the certification in any publicity.

### 3.3 Use of the SQS warranty marks

During the validity and within the scope of an awarded SQS certificate/assessment, the owner is entitled to use the corresponding warranty mark for the «SQS Certified Management System» and the «SQS Assessed Management System» and its translation.



If the owner uses the warranty mark, one or more of the standard models (e.g. ISO 9001/ISO 14001 or SQS 9004) underlying the SQS certification/assessment must be inserted in the empty lower arc of the warranty mark.



No modification of the warranty mark by the client is allowed.

The warranty mark may be used in promotional material for commercial purposes to indicate the SQS certification/assessment, especially on business stationery, brochures and advertisements.

The tax for this use of the warranty mark is included in the annual certificate fee SQS.

With the expiration of the SQS certificate, the right to use the corresponding warranty mark also expires at the same time.

In the event of misuse or usage contrary to the regulations of the SQS warranty marks, the right to use the SQS warranty mark by the certificate owner may be withdrawn or the continued use prohibited, following an unsuccessful single written warning by the Board of SQS. The right to institute an injunctive relief and claims for damages in the event of unauthorised use remains reserved.

Marks other than those mentioned above are regulated in the specific Product Rules.

### 3.4 Using the IQNet mark

During the validity of an awarded SQS certificate and as long as the SQS is a member of IQNet, the certificate owner is also entitled to use the following IQNet mark for certain standard models. This mark may be used in promotional material for commercial purposes to indicate the SQS certification/assessment, especially on business stationery, brochures and advertisements.



The IQNet mark must not be modified and must always be used with an SQS warranty mark. The right to use the IQNet mark by the certificate owner is free of charge. In the event of misuse or usage contrary to the regulations of the IQNet mark, the regulations under Paragraph 3.3 apply.

## 4. Rights and obligations

### 4.1 Rights of the client

During the period of validity of the certificate, the certificate owner is authorised to use the certificate and the warranty mark in business transactions as defined in Paragraph 3.3 and 3.4.

### 4.2 Obligations of the client

The client operates a management system that meets the normative requirements. In the event of divergence being determined during an audit, the identified non-conformities may be rectified by a given deadline.

The client is obliged to give SQS auditors open and truthful information with respect to all corporate issues that are relevant for the assessment of the management system or the carrying out of other auditing services.

After the award of the SQS certificate, the owner is obliged to inform SQS of all major changes affecting the assessment of the conformity of the management system, (e.g. address change, organisational change, mergers, acquisitions, etc.).

Formal changes (such as address changes) necessarily lead to mutations of the SQS certificates.

In the case of accredited certification schemes and on request, the client shall allow the accreditation body to participate as an observer at SQS audits.

### 4.3 Rights of SQS

If SQS receives information that casts doubt on the conformity, the effectiveness or scope of the management system it certified/assessed, SQS has the right to carry out additional unscheduled audits after consultation with the client and at the cost of the latter.

### 4.4 Obligations of SQS

SQS provides all its services through qualified personnel with due care and according to the best of its knowledge and belief. SQS undertakes to treat all information made available to it by the clients as confidential.

SQS is liable for activities it undertakes only for intentional and gross negligence. Insofar as permitted by law, any further liability is excluded.

In particular, SQS cannot be held liable if the SQS certificate is not recognised or only partially recognised by third parties. The same applies to any claims for damages by third parties (especially by clients of the certificate owner due to a failure to meet their quality expectations or in the case of the non-recognition of the SQS certificate as evidence in product liability disputes).

## 5. Settlement of disputes

The decision of SQS to refuse an award or to withdraw a certificate or to deny the right to use the warranty marks may be challenged by appeal to the Supervisory Committee of SQS. The client recognises with the submission and decision of the SQS Supervisory Committee as constituted, as the only body for arbitration and decision in such disputes.

Any appeal must be submitted in writing to the Supervisory Committee within 30 days following notice of the decision of SQS.

The Supervisory Committee shall review the decision of SQS. The President of the Supervisory Committee may order the appeal to be suspended for good cause. The legal costs shall be borne by the losing party.

## 6. General terms and conditions

### 6.1 Scope

These terms and conditions apply to the contract concluded between SQS and its clients concerning the provision of services by SQS (including auditing, assessment, certification and training), unless otherwise agreed in writing or required by law. In particular, rights remain reserved with respect to specific individual contracts and the provisions of specific Product Rules.

Changes and associated agreements to these general terms and conditions shall be effective only if confirmed by both parties in writing.

### 6.2 Client responsibilities

The client is obliged in the context of the existing contractual relationship to fulfil all the obligations accurately and completely, and especially to provide SQS with truthful information required for the fulfilment of the commission. The client must bear the consequences of a breach of this obligation to provide the required information.

### 6.3 Obligations of SQS

The provisions under Paragraph 4.4 apply as well as the following rule.

### Care, confidentiality and liability

The disclosure of information to third parties is only allowed for Government agencies entrusted with implementation tasks as well as for accredited certification organizations in a sub-contractor relationship for the purpose to perform audit respectively certification activities.

### Range of services

SQS reserves the right to adapt its services to current circumstances and, for example, not to offer certain services any longer. SQS will try in such cases to provide its clients with alternative solutions, but the client shall have no claims on SQS with respect to the modification or termination of a service.

### 6.4 Establishment of the legal relationship

The contractual relationship is established on the acceptance of the application of the client by SQS. Any extensions to the application requested by the client are also binding as of the acceptance of the corresponding application for extension by SQS. The working relationship is valid until further notice.

### 6.5 Conditions

Subject to express conditions otherwise agreed, the client accepts the current premiums and fees of SQS mentioned in the application/contract.

### 6.6 Disputes/Applicable law/Jurisdiction

In the event of a dispute, SQS and the client will seek to find an amicable solution before they seek legal redress. They undertake to submit to the SQS Supervisory Committee, any disputes resulting from the contracts concluded between them with respect to SQS Services. The SQS Supervisory Commission will attempt to mediate between the parties and bring about an amicable settlement of any disputes.

Apart from disputes in accordance with Paragraph 5, the parties are free to initiate proceedings before a state court.

**All legal relationships in which SQS acts as a service provider are subject to Swiss law, subject to any other explicit agreement in each specific case.**

**For the assessment of disputes arising from such relationships, the court of jurisdiction is Berne.**