



Swiss Association
for Quality and Management
Systems (SQS)

Regulation

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 rule for such cases.

2. Certification- and assessment procedures

To check whether the requirements of the procedures according to the products rules, of certifications and assessments on behalf of third parties are fulfilled, SQS carries out a certification / assessment procedure according to the information contained in specific product rule provisions.

The planning, scope and timing of the certification/assessment procedure is determined by SQS in consultation with the client.

After a successful audit, SQS issues the client with an SQS certification document/-attestation which is published on the list of certified organisations and, if required by the accreditation requirements, on IAF CertSearch (www.iafcertsearch.org).

The certification documents include the name and address of the certified organisation, the scope, the normative base, the Reg. no., the validity period, the issue date and the QR Code.



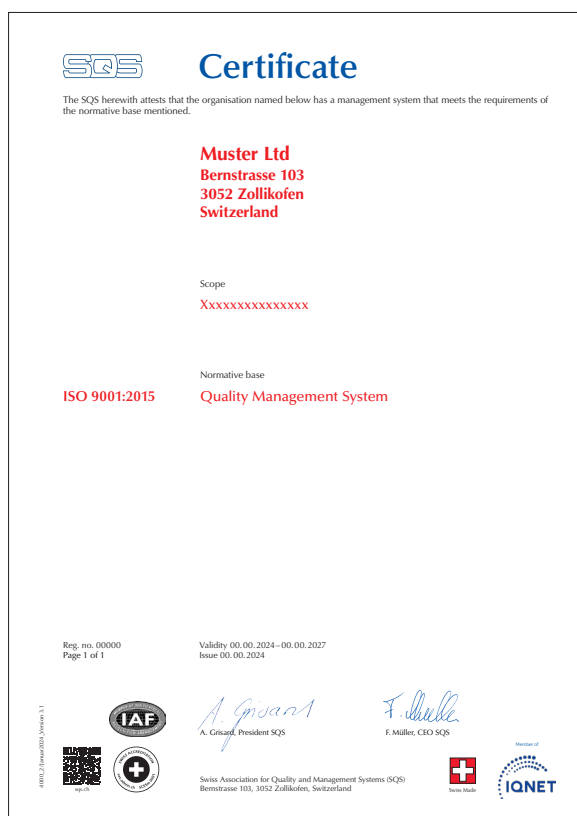
3. SQS-certification documents/-attestations

Certification documents

- Certificate (mandatory) for Single-Site
- Main certificate with appendix (mandatory) and site certificate with/without sub-appendix (optional) for multi-sites
- Attestations (optional).

SQS certification documents/-attestations can be issued in German, English, French and Italian.

Example certificate



3.1 Granting requirements

The certification documents are granted after successful certification. All requirements of the applicable standard model must be fulfilled.

3.2 Period of validity/Maintenance

The period of validity of the certification documents and the conditions for their maintenance are determined in the respective product rule.

3.3 Expansion/reduction

An expansion/reduction of the certification scope is done on the basis of notifications of the certified organization or based on changes which require an adjustment concerning fulfilment of requirements and which have been discussed between the certification body and the certified organization (e.g. organizational changes, the company context, adjustments because of customer requests, fulfilment/non-fulfilment of requirements etc.). Excluded are address changes. An expansion requires a new certification document with the same validity (expiry date). A reduction also needs a new certification document, the validity may be reduced.

3.4 Withdrawal/suspension

SQS withdraws an issued certification if it is misused or if requirements which were in force at the time of the issue or renewal of the certification, are no longer met. After a written reminder, the certification is also withdrawn and deleted from the list of certified organisations, if the SQS-services have not been paid for.

The not-fulfilment of customer duties may lead to a suspension of the certification. In case of a suspension, SQS communicates its decision in writing about the type, duration and measures in connection with the suspension. The conformity of requirements and obligations towards the certification must be re-established within a deadline of max. 6 months. During the suspension, the certification is published on the list of certified organizations with the note «Suspended». If the suspension cannot be solved within the deadline, the withdrawal of the certification is initiated. Both procedures are initiated in writing and are valid as of reception of the notice and the customer has to stop all advertising connected with the certification.

3.5 Use of the SQS warranty marks

During the validity and within the scope of an issued SQS certification/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.



The warranty mark may be used as a positive (black on white), negative (white on black), optional or scaled. Other changes to the warranty marks by the customer are not permitted. The warranty mark may be used in promotional material for commercial purposes to indicate the SQS certification/assessment, especially in the digital communication, on business stationery, brochures and advertisements but not on products, on primary or secondary packaging, on data sheets or technical manuals and operating instructions for products, reports and certificates on the provision of a service (e.g. in connection with laboratory tests, calibration certificates and inspection services, training certificates or product conformity certificates, etc.).

The fee for the use of this warranty mark is included in the annual usage fee for certification documents.

With the end of the SQS certification/assessment, the right to use the corresponding warranty mark also expires at the same time.

In the event of misuse or use contrary to the regulations of the SQS warranty mark, the right to use the SQS warranty mark by the client may be withdrawn or further use prohibited following a single unsuccessful written warning by the management board of SQS. The judicial enforcement of the injunctive relief and the assertion of claims for damages in the event of unauthorised use remains reserved.

Marks other than those mentioned above are regulated in the specific product rule.

3.6 Use of the IQNET mark

During the validity of an issued SQS certification and as long as SQS is a member of IQNET, the client is also entitled to use the following IQNET mark. This mark may be used for advertising purposes as a reference to the SQS certification in business transactions, namely on business paper, brochures and in advertisements.



The IQNET mark must not be modified and must always be used together with an SQS warranty mark. The right to use the IQNET mark by the client is free of charge. In the event of misuse or usage contrary to the regulations of the IQNET mark, the regulations under Paragraph 3.5 apply.

3.7 Use of the accreditation marks and the IAF MLA mark

The accreditation and IAF MLA mark is applied to the certification documents where permitted. Certificates marked in this way count as a document. The customer is not entitled to use the accreditation marks or the IAF MLA mark in any way. Likewise, any alteration or misuse of these marks is not permitted.



In the event of misuse or use contrary to the regulations of these marks, the customer may be prohibited from using them following a single unsuccessful written warning by the management board of SQS. SQS reserves the right to enforce the right to cease and desist in court and to claim damages in the event of unauthorised use.

4. Rights and obligations

4.1 Rights of the client

During the period of validity of the certification, the client is authorised to use the certification documents and the warranty marks in business transactions as defined in Paragraph 3.5 and 3.6.

4.2 Obligations of the client

The client operates a management system that meets the normative requirements. Non-conformities determined during an audit are to be resolved by a given deadline.

The client is obliged to give SQS auditors open and truthful information about all internal matters of the organisation which are relevant for the assessment of the management system or the performance of other assessment service.

After certification, the client is obliged to inform SQS immediately of any problems or changes that could affect the ability of the management system to carry on meeting the requirements of the certified standard. This includes, for example, changes in legal, economic or organisational status or ownership; changes in organisation and management (e.g. senior executives or key employees who may influence the decision-making process or the operation of the certified management system); changes in address and contact points; the area covered by the certified management system; significant changes in the management system and processes. After informing the client, SQS takes appropriate measures to verify the ability of the management system to carry on fulfilling the requirements of the standard to be certified. This may include unplanned extraordinary audits at the client's premises or a document review. Failure by the client to report such problems or changes promptly may result in suspension or, in serious and justified cases, revocation of certification by SQS.

In addition, SQS must be immediately notified in case of a serious incident or violation of applicable regulations (SQS-website «Incidents and violations») as soon as it is necessary to involve a competent supervisory authority.

Formal changes (such as address changes) necessarily lead to mutations of the certification documents.

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 and liability restriction

SQS carries out all services by qualified personnel with due care and to the best of its knowledge and belief. Within the scope of the activity it undertakes, it is only liable for intent and gross negligence. To the extent permitted by law, any further liability is excluded. In particular, SQS cannot be held liable

- if third parties do not or only partially recognise the certification documents
- for possible claims for damages by third parties, namely customers of the certified organisation, due to non-compliance with their quality expectations
- in case of non-recognition of the certification documents as evidence in product liability disputes.

SQS undertakes to keep secret with due diligence all confidential information concerning the client which becomes known to it in connection with its activity with the client or through communications of third parties (e.g.

complainants, authorities). Confidential information is all information that is declared confidential or is usually considered confidential by its nature. In particular, confidential information shall not include information which

- was already evident at the time of its notification to SQS;
- become evident without the involvement of the SQS;
- SQS receives from trustful third parties who have not received them directly or indirectly from the client.

SQS only passes on confidential information to third parties with the written consent of the client; with the exception of the passing on or disclosure due to a contractual obligation with a standard provider, a legal regulation or a court- or official order.

The customers consent is required for the taking of photos, audio and video recordings that depict workplace situations and facts (without people) on site or during remote assessments/video conferences. Photos, audio and video recordings of people are not permitted either by the customer or by SQS, neither on site nor in the context of remote assessments and video conferences.

SQS processes the customer's personal data, to which SQS has access in the course of fulfilling the contract, in strict compliance with the above provisions and the requirements of data protection legislation. SQS does not process the customer's personal data as the customer's processor, but as an independent controller within the meaning of Art. 5 lit. j FADP.

SQS will the personal data, in particular, but not exclusively

- process exclusively for the purpose of contract fulfilment;
- process only to the extent necessary for the fulfilment of the contract (data minimisation),
- make accessible only to employees and external auditors who require access for the fulfilment of the contract;
- protect with appropriate technical and organisational measures, in particular against access by unauthorised third parties.

SQS undertakes to only involve employees and external auditors in the fulfilment of the contract who have contractually agreed to maintain confidentiality, including compliance with any applicable special legal confidentiality obligations. Upon request, SQS will grant the client access to the relevant confidentiality declarations.

SQS's handling of personal data with regard to its collection, use and data security is regulated in the SQS Data Protection Declaration, which applies in addition to the regulations for SQS services and warranty marks and is published on the SQS website (www.sqs.ch/en/data-protection-regulations).

4.5 Confidentiality and Secrecy

As an accredited certification body, SQS is obliged to comply with the highest standards of confidentiality, secrecy, and impartiality. This obligation is based on legal provisions such as the Swiss Criminal Code (RS 311.0, Arts. 162 and 273), the Swiss Code of Obligations (RS 220, Art. 321a CO), the Swiss Federal Act on Data Protection (RS 235.1, FADP) together with the related Data Protection Ordinance (DPO), as well as the EU General Data Protection Regulation (GDPR), applicable under the market location principle.

Furthermore, we align our activities with internationally recognized accreditation standards, in particular the requirements of ISO/IEC 17020 for inspection bodies, ISO/IEC 17021-1 for management systems certification bodies, ISO/IEC 17029 for validation and verification bodies, as well as ISO/IEC 17065 for the certification of products, processes, and services.

These legal and regulatory provisions ensure comprehensive protection of all confidential information and customer data. Additional individual confidentiality agreements (NDAs) are not required under the aforementioned regulatory requirements and could conflict with legal disclosure obligations or with the principles of our independence and impartiality.

Detailed information on our binding provisions regarding confidentiality and secrecy is published in the official SQS directives at <https://www.sqs.ch/en/data-protection-regulations>.

5. Settlement of disputes

5.1 Appeals

The decision of SQS to refuse an award or to revoke a certification/assessment or to deny the right to use the warranty marks may be challenged by appeal to the SQS Supervisory committee. 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 (SQS website «Appeals and complaints»).

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

5.2 Complaints

External bodies (e.g. organisations, consumers, authorities) can submit a complaint because of dissatisfaction with the activities and services of the SQS or with the activities and services of an organisation certified by SQS.

Complaints must be submitted in writing to the SQS (SQS website «Appeals and complaints»).

The SQS verifies whether the complaint is justified. If necessary, it carries out corrections, a root cause analysis and corrective actions. The SQS makes a written statement and informs the complainant about any measures that may have been implemented.

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 rule.

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 (additional products and/or sites) are also binding as of the acceptance of the corresponding application for extension by SQS. The working relationship is valid until further notice. In the event of contract terminations or postponements on the part of the customer, SQS reserves the right to charge a cancellation fee to the following extent:

- from 60 up to 30 working days before the planned assessment: 25% of the agreed service
- between 29 and 10 working days before the planned assessment: 50% of the agreed service
- from 9 working days and less before the planned assessment: 75% of the agreed service.

6.5 Conditions

Unless otherwise agreed, the current edition of the Premium- and Fee Schedule shall apply. The premiums and fees are shown transparently in the SQS offers.

6.6 Changes of normative requirements

Relevant changes of normative requirements may reduce the scope of services for certification activities and generate additional costs. SQS cannot be held liable for the consequences of these changes (e.g. additional audits, different scope of services etc.). SQS is entitled to introduce such changes at any time, if needed.

6.7 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.