

# General terms and conditions of SECTOR Cert – Gesellschaft für Zertifizierung GmbH

as of November 2019

## 1. SCOPE

These general terms and conditions apply to the work performed by the certification body SECTOR Cert – Gesellschaft für Zertifizierung GmbH (hereafter referred to as SECTOR Cert) in line with realizing qualification examinations and certifications.

The certification system is based on the DIN EN ISO/IEC 17024:2012 Conformity assessment - General requirements for bodies operating certification of persons and is accredited by the DAkkS.

Deviating terms and conditions of individual examination participants or applicants for certification (hereafter referred to as the candidate) cannot be accepted. Subsidiary agreements, promises and other statements of SECTOR Cert's staff are only binding if they are confirmed explicitly by SECTOR Cert in written form.

## 2. QUALIFICATION EXAMINATIONS

Examinations are solely organized and realized by examination centers which are authorized and monitored by SECTOR Cert. A list of authorized examination centers can be found on our homepage at [www.sector-cert.com/Unternehmen/Zentren](http://www.sector-cert.com/Unternehmen/Zentren).

Applications for participation in examinations or cancellations of participations are solely possible by the corresponding examination center. The participation is subject to the general terms and conditions of the corresponding examination center.

Candidates, who do not fulfil the minimum requirements for participation in an examination, are not admitted to take the examination. In this case the examination fees will not be reimbursed. The minimum requirements are described in the corresponding certification schemes.

Evidence of examination is solely issued by the corresponding examination center.

Cancellations of participations are to be addressed to the corresponding examination center as organizer of the qualification examination.

The reimbursement of the examination fees cannot be claimed from SECTOR Cert.

SECTOR Cert solely decides on the use and change of examiners.

The use of mobile phones, tablet computers or the like is prohibited during examinations.

Records of the examination or taking examination questions, tasks or solution sheets are prohibited. SECTOR Cert is entitled to claim damages in verified cases.

During the examination only permitted auxiliaries shall be used. In case of doubt the candidate must ask the examiner before the examination.

Every fraud or attempted fraud leads to the exclusion of the participant. The examination will be considered failed. The application for retrying the examination is possible after a year at the earliest.

Paying the examination fees to the examination center is not a guarantee for passing the examination.

The authorized examiner decides impartially about passing the examination according to the predefined rules and evaluation schema.

Examinations that are not passed can be repeated either completely or partially for an additional fee. All valid time frames for the repetition can be found in the corresponding certification scheme.

The participants can ask the examiner for a preliminary examination result at the end of the examination. The official examination result will be sent to the candidates approximately 10 days after the examination.

The evaluated examination can be seen within 30 days after announcement of the official result by an informal application in the premises of SECTOR Cert.

The validity period of the examination results as the basis for certification can be found in the corresponding certification scheme.

Passing the qualification examination does not entitle the candidate to receive a certificate automatically.

### 3. CERTIFICATION

The certification can only take place by filing an application. Applications have to be in written form, filled out completely and then sent to SECTOR Cert. Only currently valid application forms might be used. Those forms can be found at [www.sector-cert.com/Downloads/Anträge](http://www.sector-cert.com/Downloads/Anträge).

The certification can only take place if all certification requirements of the corresponding certification scheme are fulfilled. SECTOR Cert decides about the certification by impartial, fair and non-discriminatory evaluation.

Solely SECTOR Cert decides about reducing the certification requirements or the accommodation of special needs on an individual basis and on written request.

The applicant assures with his signature that all information given is made truthfully, fairly and lawfully. He authorizes SECTOR Cert explicitly to request and check any information which is necessary for the certification process. The candidate must inform SECTOR Cert, if there is any incorrect information on the certificate, if the certification requirements are not fulfilled anymore or if any information given has to be changed.

The candidate is obliged to obey the principles of professional ethics which are required for a valid certification.

The certificate is in no case a working authorization. Only the employer is authorized to do that. A template for the working authorization can be found at [www.sector-cert.com/Downloads/Anträge](http://www.sector-cert.com/Downloads/Anträge).

The certificate remains property of SECTOR Cert. Normally it is sent to the candidate's employer who has to hand it over to the candidate. SECTOR Cert is always allowed to issue a duplicate on the candidate's request.

Certificates that are issued with mistakes by SECTOR Cert will be recalled, revised and issued with the original issue date.

A certificate in radiographic testing (RT) according to DIN EN ISO 9712 does not authorize the candidate to carry out radiographic testing without further ado. The candidate is obliged to respect the legal provisions.

### 4. SUSPENSION, WITHDRAWAL, ANNULMENT OF CERTIFICATES

SECTOR Cert is entitled either to suspend or to withdraw a certificate any time if the candidate infringes the certification rules and objectives, if the certification requirements (e.g. disability or significant interruptions) are not met as well as if the certificate is misused.

The certificate becomes invalid if the person does not reach recertification and stays so until the person fulfils the requirements for re- or initial certification.

### 5. COMPLAINTS

Complaint or appeal procedures can be initiated against employees of SECTOR Cert or against certification decisions. The complaint / appeal must be addressed to the head of certification body at SECTOR Cert in written form.

### 6. TRADEMARK CONSTITUTION

The certificate issued by SECTOR Cert remains property of SECTOR Cert. The certificate or corresponding copies may not be changed or misused. The certificate has to be protected against potential abuses from third parties. The right of use is limited to the matter of certification and bound to its validity. Any advertisement with the matter of certification has to give a correct account of the issued certificate's contents.

In case of a suspension or a withdrawal of the certification the candidate has to cease and desist any hint to a valid certification (e. g. on advertising material, web pages etc.).

The use of SECTOR Cert's logo requires the written approval of SECTOR Cert. The logo may only be used in the approved design. Proportional changes of size are allowed. The logo may not be left to third parties or successors.

The use of the accreditation symbol / DAkkS's logo is prohibited.

Infringements have to be stopped immediately and adequate corrective measures have to be taken. The certification body reserves the right to claim damages.

## 7. COPY RIGHT AND PUBLICATIONS

Neither the transmission of documents which are provided by SECTOR Cert or authorized examination centers, nor of acquired information to third parties is allowed.

Training documents and auxiliaries make no claim to be complete and may not be used for commercial reasons.

## 8. DATA PROTECTION

In order to issue certificates SECTOR Cert needs personal data. These will be used or saved in compliance with data protection regulations. SECTOR Cert's employees are bound contractually to data secrecy.

Personal data are only transmitted with the written permission of the person involved. The employer of the person involved is a third party.

## 9. SECRECY AND RETENTION REQUIREMENTS

SECTOR Cert, its employees and third parties assigned by SECTOR Cert are bound contractually to keep confidentiality and security. The confidentiality obligation also remains after the end of the contractual relationship.

SECTOR Cert is bound to keep records of the certification process. A documented procedure ensures keeping security and secrecy which will be monitored at regular intervals.

## 10. TERMS OF PAYMENT AND PRICES

Benefits are calculated on the basis of the agreed fees or the current price list at [www.sector-cert.com/Zertifizierung/Preise](http://www.sector-cert.com/Zertifizierung/Preise). All prices are net, plus VAT.

Fees are to be paid due at once after the receipt of the bill or until the date mentioned on the bill at the latest.

## 11. LIABILITY AND DAMAGES

SECTOR Cert is not liable unless the damage is caused by intention or culpable negligence or unless the life, body or health of the participant is injured; provided that SECTOR Cert violated an essential contractual obligation (obligation which enables the contract's realization according to the rules to be fulfilled and on whose compliance the contracting party relies on and may rely on), without charging SECTOR Cert with intention or culpable negligence, the liability to pay damages is limited to the typically arising damages.

## 12. JURISDICTION, APPLICABLE LAW

Siegburg is the place of fulfilment and jurisdiction, insofar legally permissible. The laws of the Federal Republic of Germany shall apply.