Terms and Conditions

Terms governing the use of CertNX consulting and certification services.

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Provider for the purposes of these Terms

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CertNX is not an accredited certification body. The certificates issued are non-accredited (no accreditation under DIN EN ISO/IEC 17021 or by the DAkkS) and reflect solely CertNX's own professional assessment. Recognition or acceptance by third parties, authorities or accreditation bodies is not warranted.

§ 1 Scope

(1) These Terms and Conditions (the “Terms”) apply to all contracts, services and offers between Beyer & Jdaa IPM Consulting GbR, trading under the brand “CertNX” (the “Provider”), and its clients (the “Client”).

(2) The Provider's services are directed exclusively at entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. Contracts with consumers (§ 13 BGB) are not intended.

(3) Any conflicting, deviating or supplementary terms of the Client do not become part of the contract unless the Provider expressly agrees to their validity in writing.

(4) The version of these Terms in force at the time the contract is concluded shall apply.

§ 2 Subject matter and services

(1) The Provider supplies consulting, assessment and support services relating to management and compliance standards (e.g. ISO 27001, ISO 9001, ISO 14001, GDPR) and issues its own, non-accredited certificates.

(2) CertNX is not an accredited certification body within the meaning of DIN EN ISO/IEC 17021 and is not subject to accreditation by the German national accreditation body (DAkkS) or any comparable body. The certificates issued by the Provider are non-accredited certificates, do not constitute an accredited conformity assessment and reflect solely the Provider's own professional assessment as at the relevant assessment date.

(3) The specific scope of services follows from the Provider's respective offer or order confirmation. Descriptions of services on the website or in marketing materials are non-binding.

(4) The Provider owes the professional performance of the agreed activity, but not any particular economic or legal result, and in particular not the grant, maintenance or recognition of a certification.

(5) Where accredited certification is required, it is carried out by independent accredited certification

bodies. This can be offered on request but is not part of the Provider's standard services.

§ 3 No warranty of recognition or acceptance

(1) The Provider gives no warranty that a certificate issued will be recognized or accepted by third parties, by the Client's customers, by authorities, courts, principals or accreditation bodies.

(2) The risk that a certificate is not recognized or not accepted in commerce, in tenders or vis-à-vis authorities is borne solely by the Client.

(3) Non-recognition or non-acceptance of a certificate gives rise to no warranty rights and no claims for damages against the Provider and does not affect the Client's obligation to pay the agreed remuneration.

§ 4 Client cooperation and responsibility

(1) Compliance with the applicable norms, standards and statutory and regulatory requirements is the sole responsibility of the Client.

(2) The Client shall provide the Provider with all information, documents and access required for performance in good time, completely and correctly. The Provider may rely on the accuracy and completeness of the information provided by the Client and is not obliged to verify it.

(3) The final assessment, selection and implementation of measures to meet a norm rest with the Client. The Provider reviews and assesses on the basis of the information submitted to it; there is no duty of investigation beyond the agreed scope.

(4) Delays or additional expenditure resulting from a breach of the duties to cooperate shall be borne by the Client.

§ 5 Offer and conclusion of contract

(1) The Provider's offers are subject to change and non-binding unless expressly designated as binding.

(2) The contract is concluded upon the Provider's order confirmation or upon commencement of performance.

(3) Side agreements, amendments and supplements require text form to be effective.

§ 6 Remuneration and payment

(1) The remuneration agreed in the offer or order confirmation applies. All prices are exclusive of statutory value-added tax.

(2) Unless agreed otherwise, invoices are due for payment without deduction within fourteen (14) days of the invoice date.

(3) The remuneration is owed irrespective of whether a certificate is recognized or accepted by third parties (§ 3).

(4) In the event of default in payment, the Provider is entitled to charge default interest at the statutory rate. The assertion of further damage remains unaffected.

§ 7 Rights of use and use of certificates

(1) Upon full payment, the Client receives a simple, non-transferable right to use reports, assessments, certificates and other work results for its own purposes.

(2) Certificates and marks may be used only unaltered, in full and in the context for which they were issued. Any use that creates the impression of an accredited certification is prohibited.

(3) The Provider is entitled to revoke a certificate or to prohibit its use if the conditions for issuance subsequently cease to apply or if the certificate is used improperly.

(4) The Client is entitled to use the issued certificate and the digital verification badge for commercial purposes. The Client is, however, strictly obliged to communicate the scope and nature of the certification transparently to third parties, partners and public authorities. Where requested or required by the context, the Client must clearly state that the assessment was a remote documentation review and that the certificate is issued as an independent conformity assessment, not under the accreditation of a national accreditation body (e.g. DAkkS, ENAC).

(5) Any misrepresentation of the certificate's status or accreditation level by the Client or its intermediaries is strictly prohibited and entitles the Provider to revoke the certificate with immediate effect.

(6) The Client shall fully indemnify the Provider (Beyer & Jdaa IPM Consulting GbR) against any third-party claims arising from a breach of the communication obligations under this § 7.

§ 8 Liability

(1) The Provider is liable without limitation for damage arising from injury to life, body or health based on an intentional or negligent breach of duty, and for other damage based on an intentional or grossly negligent breach of duty.

(2) In the case of a slightly negligent breach of a material contractual obligation (cardinal obligation) – i.e. an obligation whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the Client may regularly rely – liability is limited to the foreseeable damage typical of the contract at the time of its conclusion, but in any case to no more than the value of the relevant order (Auftragswert).

(3) Otherwise, the Provider's liability for slightly negligent damage is excluded. In particular, liability for indirect damage, consequential damage, lost profit and lost savings is excluded to the extent permitted by law.

(4) The Provider is not liable for the recognition, acceptance or economic usability of a certificate by third parties, nor for damage incurred by the Client as a result of the non-recognition or non-acceptance of a certificate (§ 3).

(5) Liability under the German Product Liability Act (Produkthaftungsgesetz) and under expressly assumed guarantees or warranties remains unaffected by the above limitations.

(6) Where the Provider's liability is excluded or limited, this also applies to the personal liability of the Provider's partners, legal representatives, employees and vicarious agents.

§ 9 Warranty

(1) Insofar as a service of the Provider qualifies as a work performance, the Client must give notice of defects in text form without undue delay after discovery.

(2) In the case of a justified and timely notice of defect, the Provider shall first provide subsequent performance. The Client's further rights are governed by the statutory provisions, subject to the liability provisions in § 8.

(3) A particular fitness of the work results for the Client's purposes is owed only insofar as this has been expressly agreed.

§ 10 Confidentiality and data protection

(1) The parties undertake to treat as confidential all confidential information of the other party obtained in the course of the cooperation and to use it only for the purposes of performing the contract.

(2) The Provider processes personal data exclusively within the framework of applicable data protection laws. Details are set out in the Provider's privacy policy.

§ 11 Term and termination

(1) The term follows from the respective agreement. The right to extraordinary termination for good cause remains unaffected.

(2) Terminations require text form.

§ 12 Force majeure

(1) Events of force majeure that materially impede or render impossible the Provider's performance (e.g. strikes, official measures, failure of communication networks, pandemics) entitle the Provider to postpone performance for the duration of the impediment.

(2) The Client's claims for damages on account of such delays are excluded to the extent permitted by law.

§ 13 Amendments to these Terms

(1) The Provider is entitled to amend these Terms with effect for future contracts.

(2) For contracts already concluded, the version agreed at the time of conclusion applies unless the parties agree otherwise.

§ 14 Final provisions

(1) The law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship is – where the Client is a merchant, a legal entity under public law or a special fund under public law – the Provider's registered place of business.

(3) Should individual provisions of these Terms be or become wholly or partially invalid, the validity of the remaining provisions remains unaffected. The statutory provision shall apply in place of the invalid provision.

(4) Amendments and supplements to the contract require text form; this also applies to the waiver of this form requirement.

The German version of these Terms shall prevail. Any English translation is provided for information purposes only. If you have any questions, contact us at info@ipm-consulting.org.