

### 1.1.1 GENERAL TRADING CONDITIONS

#### 1. General

- 1.1 TSÚ Piešťany, š.p. (TSU) as a Supplier provides Customers with services in the areas of inspections, testing, expert opinions, certification of products, systems, persons, calibration, verification of measuring instruments and activities of authorized legal entities.
- 1.2 TSU carries out activities on the basis of applicable legislation, directives, methodological procedures based on national, European and international standards in accordance with the directives and regulations of the European Parliament and the Council.
- 1.3 General Trading Conditions (GTC) form an integral part of the contract or order. By signing the contract by both contracting parties or by confirming the order, the GTC become valid and binding.

#### 2. Realization of the service (job)

- 2.1 The scope of work is determined in writing when a specific contract or order is agreed.
- 2.2 The Contractor shall ensure that the decision rules are in accordance with the Customer's requirements, legal regulations or the requirements of standards that are agreed and documented before the start of work. The Customer defines the level of risk related to the probability of acceptance of the result associated with the decision rules, which he is willing to accept, and the Supplier includes the decision rule in the reports containing declarations of conformity.
- 2.3 The Customer is obliged to submit all required documents (technical or other file, test sample, meter ...). The data in the file must indicate their validity and binding force. If this file is in a foreign language, it must be translated into Slovak or other agreed language along with the relevant technical specification
- 2.4 The place of works is the registered office of the Supplier, resp. of the Customer, or another place specified in the contract or order. Final activities are completed at the Supplier's headquarters. The Supplier reserves the fulfilment of works before the set deadline.
- 2.5 The Customer is obliged to prepare suitable conditions for the Supplier to successfully fulfil the subject of the contract or order. The Customer shall allow the Supplier to enter the premises associated with the subject of the contract or order, to the records and, where appropriate, to negotiate with the relevant staff.
- 2.6 The Supplier is obliged to limit his requirements to the strictly necessary requirements arising from the required activity.
- 2.7 The Supplier may entrust the performance of a part of the contract to a third party in the form of subcontracting in the process of performing the required activity. The Customer must agree with the subcontracting party in writing.
- 2.8 The Customer is obliged to inform the Supplier once a year about complaints and claims related to the subject of the service (product) for which the conformity has been assessed. This information will include the number and causes of complaints and claims received and how they were handled, including corrective actions taken to verify their effectiveness.
- 2.9 The Customer is obliged to inform the Supplier of any change in the relevant data, including the change of address.
- 2.10 The Supplier shall fulfil its obligations by delivering the relevant output documents (final report, test report, certificate, calibration certificate, audit report, expert opinion, etc.) by registered mail or by handing it over to the Customer's authorized representative, confirmed by the Customer's signature.

#### 3. Warranties, liability, claims

- 3.1 The Supplier has concluded liability insurance for damage caused by legal entities and entrepreneurs.
- 3.2 The Supplier shall not be liable for the correctness of directives and standards that serve as a basis for tests, certification and inspections.
- 3.3 If the nonconformity or error is based on circumstances caused by the Supplier, the Supplier is only liable for the damages incurred to the Customer within the statutory provisions of the Slovak Legal Order and up to the amount of the concluded liability insurance.
- 3.4 Supplier's liability for the correctness of works includes only the works expressly provided for in the contract or order. No warranty is given as to the functionality and correctness of the overall equipment, in particular the construction, material selection and installation of the equipment, unless these are expressly subject to contract or order.
- 3.5 The Supplier shall be liable for damages caused intentionally or through gross negligence or if he is in breach of a major contractual obligation.
- 3.6 A major contractual obligation is an obligation that is a prerequisite for proper contractual works and to which the other party can generally rely.

#### **4. Confidentiality, data protection, copyright**

- 4.1 The Supplier and the Customer are obliged to keep all information resulting from the contract or order confidential and not to disclose it to third parties. This obligation may be suspended only for legal reasons under Slovak law.
- 4.2 The Supplier shall ensure the confidentiality of information obtained during the activity provided at all levels of its organization, including subcontractors.
- 4.3 The Supplier reserves the copyright to the reports, certificates, reviews etc.
- 4.4 The Supplier may retain copies of the supporting documents provided to him for inspection and which are relevant to the performance of the contract.
- 4.5 The Supplier has taken the necessary measures to guarantee the security of the source data being processed. Data processing employees are contractually bound to strictly comply with data protection provisions.

#### **5. Withdrawal**

- 5.1 If the Supplier finds out that the subject of the contract or order cannot be fulfilled for various reasons, or its performance is compromised, he is obliged to inform the Customer in due time and without delay.
- 5.2 The Customer may withdraw from the contract or order under the conditions specified in the relevant provisions of the valid Commercial Code of the Slovak Republic, in writing. The Customer is obliged to pay the Supplier the costs incurred in connection with the fulfilment of the subject matter of the contract or order in case of withdrawal from the contract or order.
- 5.3 The Supplier has the right to withdraw from the contract or order in case of non-payment of the deposit or price for works under the contract or order, and also if the required technical file (or sample or measuring instrument) of the product specified in the contract or confirmed order will be not submitted within 3 months after signing the contract or order confirmation.

#### **6. Payment terms and prices**

- 6.1 The price for the subject of the contract or order is agreed between the Customer and the Supplier in accordance with the applicable law on prices. If the performance lasts longer than 5 months, a new price may be taken as the basis if there is a price change caused by a state-announced price adjustment (e.g. inflation declaration) from the next month.
- 6.2 The Supplier is entitled to request a deposit. Within 10 working days after the receipt of the signed contract or confirmed order, the Supplier shall send the Customer an invoice for the advance payment with the stipulated maturity period. Receiving advance invoices does not mean that TSU has cleared the order completely.
- 6.3 The agreed price does not include the costs of inspection in order to verify the remedies of non-conformities or other necessary tests to determine non-conformity.
- 6.4 The Customer is obliged to reimburse the Supplier for the costs associated with transport, accommodation, insurance if he does not provide these services himself, as well as other incurred costs according to the relevant regulations. These costs will be invoiced to the Customer upon return of the authorized employee of the Supplier from the business trip in the amount of the actual costs incurred.
- 6.5 If the Customer is late in fulfilling his obligation to pay the Supplier the agreed price for works within the maturity period, the Supplier shall be entitled to charge the Customer a contractual penalty in the amount of 0,05% of the outstanding amount for each started day of delay.

#### **7. Legal regime of contractual documents**

- 7.1 The Agreement shall enter into force upon signature by both parties, respectively the contract comes into effect on the date of delivery of the contract signed by the Customer to the Supplier. In case of order confirmation, the contractual relationship between the Customer and the Supplier is concluded on the day of order confirmation by the Supplier.
- 7.2 Any changes or additions to the contract or order must be made in writing and signed by both parties. The amendments form an integral part of the contract document.
- 7.3 The Customer is obliged to inform the Supplier without delay of any changes in the conditions under which the works were performed.
- 7.4 The copyright to the subject of the contract or order is passed on the day of handover to the Customer by the Supplier.
- 7.5 Legal relations not governed by the GTC, contract or order shall be governed by the legislation of the Commercial Code of the Slovak Republic.
- 7.6 All disputes arising out of a concluded contractual relationship with a foreign Customer, including disputes concerning its validity, interpretation or cancellation, shall be considered by Slovak law and resolved at the Arbitration Court of the Slovak Republic.
- 7.7. If the foreign Customer does not agree with the wording under 7.6, it may be stated otherwise in the contract document by mutual agreement with the Supplier.

## **8. Requirements related to test samples**

- 8.1 The Supplier shall check the technical file submitted by the Customer, the sample specification, the manner and date of its acceptance and return.
- 8.2 The Supplier shall perform or ensure the necessary technical tests on samples within the scope of technical requirements and other legal regulations relating to the product within 3 months from the date when the Customer's obligations and advance payment are fulfilled. In the case of a bilateral agreement in writing (e-mail, order or contract) between the Customer and the Supplier, the time for performing the technical tests may also be set for a shorter or longer period.
- 8.3 The Customer shall provide the Supplier with the samples and their components free of charge and agree in writing with the Supplier on how the samples shall be handled after testing.
- 8.4 The Customer acknowledges that the samples may be damaged by the tests and will not claim compensation for any possible damage to the samples. Samples will be properly marked, packaged and shipped to the Supplier by the Customer.
- 8.5 The Customer shall provide, upon the Supplier's request, assistance in taking the sample and transporting it to the place of testing. In the event that an error occurs on the submitted sample that does not allow the Supplier to perform the subject of works under the contract or order, the Supplier shall immediately inform the Customer. The Customer will provide the necessary cooperation to remove the error. The term of works specified in the contract shall be extended by the time needed to correct the error.
- 8.6 After testing, the samples shall be handled in the manner specified by the Customer in the Protocol on Acceptance and Return of the Sample, or agreed in advance with the Supplier (in e-mail, order, application or contract).
- 8.7 If the Customer fails to accept the sample after testing that was requested by him according to 8.6, within 30 calendar days after completion of the tests, the Supplier shall consider such proceeding as the consent of the Customer to the disposal of the sample.

## **9. Use of accreditation (notification) marks and their references by customers**

- 9.1 The Customer is not allowed to use the combined mark ILAC MRA, IAF MLA and references to the status of SNAS as a signatory of EA MLA/IAF.
- 9.2 The Customer may include a general reference to an accredited laboratory or inspection body in its promotional materials as "XXX uses the services of an accredited calibration / testing laboratory / inspection body YYY". In cases where misinterpretation may occur, it shall use the specified form (text) of the reference, e.g. "XXX uses flow meters calibrated by the accredited calibration laboratory YYY when measuring the flow." Test reports, calibration certificates and inspection reports may be reproduced or incorporated by the Customer into its promotional materials only with the prior consent of the laboratory or inspection body (Supplier). Under no circumstances may the Customer use the Supplier's accreditation (notification) mark or a reference to the Supplier's accreditation (notification) on his letterheads, documents, etc.
- 9.3 The use of an accreditation mark or reference to the accreditation of a Supplier certifying management systems must be limited to activities certified by the certification body in the field of its accreditation. The Customer may apply the accreditation mark only together with the logo of the certification body (certification mark). When a certification body certifies a quality system of a laboratory or inspection body (non-accredited or accredited), the laboratory / inspection body (Customer) is not allowed to use the accreditation mark of the certification body (Supplier) on test reports, inspection reports and calibration certificates, as such documents are considered as a product in this context. References to accredited certification of the Customer's management system must not interfere with accredited product certification. The Customer, whose management system is certified, may not place a mark on the products or on any of their packages. Similarly, in the case of management system certification in the field of services, the mark may not be used on any "product" of services.
- 9.4 The use of the mark on the Customer's products is optional. In the case of a positive choice, the conditions and restrictions will be set and the use of the mark will be supervised by a certification body (Supplier). The certification body takes into account the provisions of Act no. 264/1999 Coll. as amended and subsequent resolutions of the Government of the Slovak Republic on marks of conformity and it will inform the Slovak National Accreditation Service on the result of its proceedings. In the case of a positive choice, the accreditation mark must be used together with the logo of the certification body and placed on the product or the relevant packaging.
- 9.5 The Customer of the accreditation body of the certifying person may not use the accreditation mark or the reference to accreditation. The Customer is entitled to prove himself with a certificate issued by an accredited certification body.

Piešťany 1.7.2021

These GTC come into effect on 1.7.2021.