

General trading conditions

1 General Part

- 1.1 TSÚ Piešťany, š.p. (TSU) as a Supplier provides its customers with service in the field of inspection, testing, expertise, certification of products, systems, persons; calibration and verification of measuring devices.
- 1.2 TSÚ performs its activities on the base of current regulations, directives and methods addressing national, European and international standards, in accordance with European directives.
- 1.3 General trading conditions (GTCs) are an inseparable part of the contract or purchase order. After signing the contract by both contracting parties or after confirmation of the purchase order these GTCs enter into force and become binding.

2 Service (order) realization

- 2.1 Extent of the work shall be defined in writing while negotiating a particular order in the contract or purchase order.
- 2.2 Customer must submit all required documentation (technical or other documentation or if the testing performance requires a sample then together with the sample, or for other performance – measuring device etc.). The data in the documents must show their validity and effectuality. In case that these documents are in a foreign language, they have to be translated into Slovak or other agreed language and accompanied by particular technical specification.
- 2.3 Work performance shall be located in the seat of Supplier or Customer or in other place agreed in the contract or purchase order. Final activities shall be realized in the seat of Supplier. Supplier reserves the right to realize the performance before the given term.
- 2.4 Customer agrees to provide Supplier with suitable conditions needed for successful performance of the subject of contract or purchase order. Customer enables Supplier to enter the site area related to the performance of a service, to reach the documents and enables negotiations with competent employees, if appropriate.
- 2.5 Supplier agrees to restrict its requirements solely to the scope of requirements needed for the performance.
- 2.6 During the realization of required performance, it is possible for Supplier to authorize a third party to carry out a part of the order as a subcontract. The cooperation with a third party shall be realized only upon the written consent of Customer.
- 2.7 Customer agrees to inform the Supplier yearly about all complaints and claims concerning the subject of service (product) which conformity assessment was realized. This information shall include the number and reasons of received complaints and claims and the manner how they were dealt together with remedies taken and verification of their effectiveness.
- 2.8 Customer is obliged to inform Supplier of every change of relevant data including the change of address.
- 2.9 Supplier fulfils its liabilities by delivering of relevant output documents (final report, testing protocol, licence, certificate, calibration certificate, audit report ...) by registered mail or by personal delivery to the hands Customer's authorized representative or operator upon signature.

3 Warranty, liability and claims

- 3.1 Supplier has taken the liability insurance for damages caused while performing the subject of the contract or application to corporate entities and to undertaking natural persons.
- 3.2 Supplier is not responsible for correctness of directives and standards supporting the testing, certification and inspection.
- 3.3 If a non-compliance or defect is based upon the circumstances caused by Supplier, then the Supplier shall be held responsible for damages to the customer only in the scope of provisions of the Slovak laws and up to the amount in terms of the agreed liability insurance.

- 3.4 Supplier's liability for the accuracy of performance covers only performances expressly stated in the contract or purchase order. Warranty of utility and accuracy of the whole device, especially of its construction, material selection and device assembly is not provided, except if otherwise agreed in the contract or purchase order.
- 3.5 Supplier shall be held responsible for damages caused intentionally or by negligence, or by violation of a significant contractual obligation.
- 3.6 Significant contractual obligation is an obligation which is subject to appropriate contractual performance and the other party to contract relies on its fulfilment in general.

4 Confidentiality, data security, copyright

- 4.1 Supplier and Customer agree to keep all information under this contract or purchase order confidential and not provide them to a third party. This duty shall be suspended only by the means of legal causes according to the Slovak law.
- 4.2 Supplier shall guarantee the confidentiality of information gained during activities provided on all levels of its organization including external suppliers.
- 4.3 Supplier reserves the copyright to the reports, certificates, expertises etc. issued by the Supplier.
- 4.4 Supplier is allowed to keep copies of written records submitted for its inspection and that are relevant for order performance.
- 4.5 Supplier shall take appropriate measures that ensure security of data sources of processed data. Employees dealing with data processing shall be contractually committed to follow strictly regulations of data security.

5 Withdrawal

- 5.1 If Supplier finds out that the subject of contract or purchase order cannot be accomplished for various reasons, or its accomplishment is endangered, it is obliged to inform the customer in time and without delay.
- 5.2 Supplier is allowed to withdraw in writing from the contract or purchase order under the conditions defined in particular provisions of current Commercial Code of the SR. In the case of contract or purchase order withdrawal, the Customer is obliged to pay the costs connected with the accomplishment realized till that time as a subject of contract or purchase order.
- 5.3 Supplier has the right to withdraw from the contract or purchase order if the deposit or price for accomplishment of contract or purchase order was not settled, and also in the case it was not provided with the required documentation (or sample or measuring device) specified in the contract or confirmed purchase order within 3 months from the signing of the contract or confirmation of the purchase order.

6 Price and payment conditions

- 6.1 Price for the subject of contract or purchase order is given by the agreement between Customer and Supplier in accordance with current legislation. If the performance lasts longer than 5 months and meanwhile the price changes on the base of the price regulation announced by the state (e.g. announcement of inflation) it is possible to take new prices as the base from the oncoming month.
- 6.2 Deposits may be required. Within 10 days after taking the signed contract or confirmed purchase order, the Supplier sends to Customer invoice for deposit settlement with given term of payment. Receipt of deposit invoices does not mean that the order was completely accounted by TSU.
- 6.3 The agreed price does not cover the costs for checkout performance whether all faults found were removed or costs connected with additional testing required in the case of non-compliance.
- 6.4 If the Supplier does not cover the costs connected with transport, accommodation, insurance as well as other costs according to particular regulations, the Customer undertakes to cover these costs to Supplier. These costs shall be invoiced to the Customer after the responsible person returns from business trip in the amount of the cost actually incurred.
- 6.5 If the Customer defaults in complying with its liability to pay the Supplier the agreed price for performance when due, the Supplier is entitled to charge the Customer a penalty of 0.05% of the amount due for each day of delay.
- 6.6 If the Supplier defaults in complying with its liability to deliver the subject of contract to the Customer within agreed term, the Customer is entitled to charge the Supplier a penalty of 0.05% of the agreed price for each day of delay.

7 Legal framework of contract documentation

- 7.1 The contract comes into effect upon signatures of both parties or from date of delivery of signed contract from the Customer to the Supplier. In the case of purchase order, the contractual relation between Customer and Supplier begins on the day of confirmation of the order by the Supplier.
- 7.2 Any change or amendment to the contract or purchase order shall be in writing and signed by both parties. The amendments are an inseparable part of the contract documentation.
- 7.3 Customer undertakes to inform the Supplier without delay about all changes of conditions relevant for the performance.
- 7.4 Ownership of the subject of contract or purchase order shall transfer from the Supplier to the Customer on the day of submitting.
- 7.5 Legal relationships not regulated by GTC, contract or purchase order shall be governed by provisions of the Commercial Code of the Slovak Republic.
- 7.6 All claims resulting from the contract with a foreign customer, including claims concerning its validity, interpretation or withdrawal of the contract, have to be judged according to the Slovak laws and solved before the Court of Arbitration of the Slovak Republic.
- 7.7 In the case that the Customer from a abroad does not agree with the point 7.6, this could be defined different upon mutual agreement with the Supplier.

8 Matters concerning the testing Samples

- 8.1 Supplier shall carry out the inspection of documents submitted by the Customer, sample specification, sampling method and date.
- 8.2 Supplier shall perform or ensure the performance of required technical testing of samples in the scope of technical requirements and other legislation concerning the product within 3 months from the date of fulfilment of customer's duties and deposit settlement.
- 8.3 Customers shall submit required samples and its components free of charge. These samples shall be returned back to the Customer after testing performance.
- 8.4 Customer acknowledges that the samples can be damaged during the testing and he will not claim for any remedy concerning such damages. Samples shall be properly labelled, wrapped and transferred to the Supplier.
- 8.5 According to Supplier's requirements, the Customer shall help with sampling and transport of sample to the place of testing performance. If a defect occurs in the provided sample, which disables the Supplier to perform the subject of contract or purchase order, Supplier shall inform the Customer without delay. The Customer shall provide the assistance necessary to remedy the defect. Term of settlement defined in the contract shall be for the period necessary to remedy the defect.
- 8.6 Supplier agrees to send tested samples back to the Customer after testing at Customer's costs.
- 8.7 If the Customer does not take the sample back in given term not even after a written notice, or if it does not send any written instruction how to handle the sample, the Supplier will consider this as the Customer's consent to sell or dispose of the sample.

Piešťany, 1st September 2011

JUDr. Tomáš Korček
General Director

These GTS come into effect on 1st September 2011