General Terms of Contract

part of the Contract for Activities within the Process of Conformity Assessment

1. The Controller shall:

1.1. provide the Customer with basic information about the certification process and allow the Customer´s authorised representative to view Controller's relevant "Quality Manual";

1.2. carry out tests, measurements and assessments of the product, certification and other activities requested by the Customer in compliance with the Controller's Quality Manual for product certification and with the "Certification and Testing Rules of SZU (*Engineering Test Institute, Public Enterprise*)" in case any product would be tested, otherwise statutory norms and subordinate legislations governing the relevant activities of the Controller apply, especially Act No. 22/1997 Coll., On technical requirements for the products and Act No. 90/2016 Coll., On conformity assessment of specified products when placing them on the market.

1.3. An extract from the Controller`s Certification and Examination Regulations – the public part is available on the Controller's website at https://www.szutest.cz/en/certification-of-products under the title "Procedure of Product Certification Body accredited by Czech Accreditation Institute under No. 3040". Non-public part of the certification and testing regulation is part of the Controller's trade secret and will be available for inspection during the Controller's activities.

1.4. keep confidential all the findings and not disclose them without the Customer's written consent, except for fulfilment of any legal obligation;

2. The Controller is entitled:

2.1. not to commence the contracted activity until the executed contract is delivered to the Controller and the advance payment is affected by the Customer (if agreed);

2.2. to require the Customer to provide all necessary cooperation, particularly to deliver the necessary quantity of the product sample(s), allow entry onto the Customer's premises, submit the necessary documentation and other written documents, and enable the Controller to contact the Customer's authorised representatives;

2.3. to publish selected data related to a successful result of certification and awarding a certificate in its periodical "List of Certified Products", the compilation and updating of which is one of the conditions of the relevant accreditation;

2.4. to charge the Customer a price for the contracted activity in compliance with Art. 3 of the Contract;

2.5. to carry out also the necessary destructive tests on the product sample(s) and to return the sample(s) "in after-test condition";

3. The Customer is obliged to:

3.1. provide the Controller with all the necessary cooperation, particularly in submitting functional samples, the necessary product technical documentation and eventual quality system documentation in the extent necessary for the successful completion of the Customer's contracted activities. Furthermore, the Customer shall ensure the necessary cooperation with the competent entities of the Customer's organisation and provide additional data and more detailed documents and standpoints which may affect the performance of the Controller, both at the request of the Controller or of its own will and persuasion, concerning the necessity of such information for the smooth completion of the contracted activities. The Customer guarantees that the delivered documents and information correspond to the actual state. All documentation submitted by the Customer shall be provided in electronic form in a generally accepted format, shall be furnished with a date of issue and in justified cases bear a signature of the Customer's authorised representative. If not agreed in particular case otherwise, the Customer shall submit the documentation within three business days following the date of the Controller's written request; for the purposes of conformity assessment, the technical documentation should be submitted to the Controller in a language previously agreed with the Controller. In case of the export/distribution of certified products is the Customer aware that the instructions and warnings must be made in official language or languages of the countries into which the products are exported/distributed. If the Customer is an importer, it is required to submit for the purpose of tests and assessments a product that has been properly cleared through customs with relevant documentation., Upon agreement with the Customer, the Controller can also arrange customs clearance.

3.2. ensure that the proper course of the activities carried out by the Controller will not be disturbed by intrusions by third parties and, in justified cases, ensure that the Controller's personnel have access to business premises and contact with the relevant Customer's responsible personnel or its representatives;

3.3. pay the agreed price during the agreed term, and to make the advance payment if agreed, and to pay the final invoice, as the case could be;

3.4. when not agreed in particular contract otherwise, collect, at its own expense, the product sample/samples within 30 days after the performance completion, otherwise the Controller is entitled to charge stock fees in the minimum amount of 1000 CZK/day/m^2 of floor area. The Customer simultaneously agrees that if the product sample(s) are not removed after the completion of performace, they will be disposed of/destroyed at Customer's costs after this deadline;

3.5. in the case a certificate will be granted, adhere to the "Rules for using the certificate", which are included in the text of the certificate, and adhere to the "Customer's obligations in respect of the certificate issued", specified in the „Certification and Testing Rules of SZU", mentioned in Article 1.2 hereof.

4. The Customer is entitled:

4.1. to require from the Controller essential information on the certification process and other contracted activities through Customer's authorised representative, or eventually view Controller's Quality Manual and the "Certification and Testing Rules of the SZU";

5. Obligations of the Customer and the consequences of a breach

5.1. The Customer declares that has not ordered and will not order until the completion of works any conformity assessment activities from another entity, authorized person or notified person according to Czech Act No. 22/1997 Coll. or Czech Act No. 90/2016 Coll. which are the subject of the relevant contract concluded with the Controller.

5.2. The Customer undertakes to inform the Controller about any change that may affect compliance with the technical requirements of the relevant technical regulation.

5.3**.** In the event of the Customer's default with the performance of obligations under this Contract, the Controller is authorised to change the dates of performance date correspondingly. The Controller will notify the Customer about this fact immediately. Such a change shall not be considered as a delay on the Controller's side and it does not activate any Customer's right to require compensation for lost profit or a price reduction.

5.4. If any default of the Customer, will not be cured based a written request from the Controller within 30 days of the sending of such a request, the Controller is entitled to withdraw from this Contract by written notice and charge all services provided. In such a case, it is expressly agreed that the Customer agrees to set off already paid advances against the Controller's claims for services already provided. The Controller's right for compensation of damages nor the right to contractual penalties hall not be thereby affected.

6. Obligations of the Controller and the Customer:

The Controller and the Customer are aware that business secret under Section 504 of Act 89/2012 Coll., as amended, and confidential information and communication pursuant to Art. 1730 of Act 89/2012 Coll., as amended ("Confidential Information") consists of all facts of technical, economic, legal and manufacturing nature in tangible or intangible form, which were identified as such by any Party and provided to the other Party. These facts are not generally available in the relevant business and the Controller and the Customer are interested in their confidentiality and their adequate protection. Controller and the Customer undertake not to further distribute or reproduce any facts classified as trade secret and Confidential information and not to disclose them to third parties. They both agree not to use trade secret and Confidential Information in contrary to their purpose or the purpose for which they were provided, for their own needs, and for the benefit of third parties.

7. Unless otherwise agreed in the relevant contract, the delivery of output documents will be carried out electronically to the Customer's email address mentioned in the heading of the relevant contract. Each delivery is considered delivered on the day following its dispatch.

8. The rights and responsibilities of the contracting parties not specified explicitly in the Contract are subject to Act 89/2012 Coll., as amended, and other generally valid legal regulations. If the Contract refers explicitly to Act No. 22/1997 Coll., as amended, or to the Act No. 90/2016 Coll., as amended, the rights and obligations of the Contracting Parties are further modified by these acts and their implementing regulations.

9. Any possible disputes between the Contracting Parties that arise in relation to the performance of this Contract will preferably be solved through amicable agreement. If no such agreement is reached, the Contracting Parties have agreed, in accordance with Section 89a of Act 99/1963 Coll., as amended, that such disputes will be solved by the competent Municipal Court in Brno or by the Regional Court in Brno.

10. The Contract comes into effect on the date it is signed by both Contracting Parties.