

# Special Terms and Conditions for Systems Services

TÜV Rheinland Polska Sp. z o.o.

## **1. Scope of Application**

**1.1** These Special Terms and Conditions for Systems Services pursuant to 1.1, 1.4. of The General Transaction Terms of TÜV Rheinland Polska Sp. z o.o. shall apply in addition to the General Transaction Terms with respect to Systems Services provided by TRP and shall take precedence in case of contradictions.

**1.2** These Special Terms and Conditions are deemed to be accepted from the moment the Customer places an order for the provision of respective services based on a TRP's quotation, and the Customer also accepts them as legally binding for all subsequent and additional orders.

**1.3** If the provisions of individual agreements (contracts) concluded with the Customers included provisions incompatible with these Special Terms and Conditions, the provisions of such contracts shall prevail.

## **2. Test Materials - Transportation and Storage Risks**

**2.1** The risk and cost of transporting documents or test materials to and from TRP, as well as the cost of any necessary disposal measures, are borne by the customer.

**2.2** Unless otherwise agreed, test materials that are destroyed or otherwise rendered worthless will be disposed of by TRP at Customer's expense.

**2.3** After the test is completed, test material that has not been destroyed will be stored by TRP for four weeks free of charge. If a longer storage period is required, TRP will charge a storage fee. During storage, TRP is liable only for the care normally exercised in handling its own goods or materials.

**2.4** After 4 weeks or a longer agreed storage period, the test material will be disposed of by TRP for the Customer at the Customer's expense in accordance with item 2.2.

## **3. Settlement of Services**

**3.1** Unless otherwise stipulated in the Contract, the services will be billed according to the progress as follows: a VAT invoice for 80% of the contractually agreed amount will be issued after the on-site service (i.e. after the audit), and a VAT invoice for the remaining 20% of the price, including travel and incidental expenses, will be issued after the service has been performed in full.

**3.2** Where, due to the nature of the services, acceptance is excluded within the meaning of the General Terms and Conditions, it is understood that completion of the work will take place on site.

**3.3** If acceptance is required or contractually agreed upon, it shall be deemed to have been made two weeks after completion and transfer of the Service, unless the Customer refuses acceptance within that period, citing at least one defect.

**3.4** If the customer cancels or postpones the confirmed audit date within two weeks before the agreed date, TRP is entitled to immediately charge a liquidated damages of 10% of the value of the service unless the customer demonstrates that TRP has suffered no damage or

significantly less damage.

**3.5** If the Customer has been unable to take advantage of the time windows provided under the certification procedure for an audit conducted by TRP and the certificate is to be revoked as a result, item 3.4 shall apply accordingly.

**3.6** Provided that the Customer has contractually agreed to take delivery of the services, TRP is also entitled to a contractual penalty of 10% of the order amount if the services have been performed but the Customer has not taken delivery of the services within one year of the order, unless the Customer demonstrates that TRP has suffered no damage or substantially less damage.

**3.7** In the case of continuing obligations, TRP is authorized to increase compensation beginning on the first day of the pay period if an increase in overhead or purchasing costs is noted. TRP will notify the Customer in writing of any scheduled fee increase one month prior to the scheduled effective date of the new fee rate. If the increase referred to above does not exceed 5% during the contract year, the customer shall not have a specific right to terminate the contract due to the price increase. If the price increases by more than 5% in a contract year, the customer is entitled to terminate the contractual relationship on the day before the new rate of remuneration takes effect. Otherwise, the revised prices shall be deemed agreed upon after the revision period.

## **4. Termination and Cancellation**

**4.1** The parties are entitled to terminate the contract in its entirety or, in the case of combined services in a single contract, each of the combined parts of the contract individually and independently of the continuation of the other services with six months' notice to the end of the contractually agreed term.

**4.2** TRP have the right to terminate the contract without notice for good cause, in particular when:

**4.2.1** Customer fails to promptly notify TRP of changes in its business circumstances relevant to certification or indications of such changes,

**4.2.2** Customer uses the certificate or certification mark improperly or not in accordance with the agreement,

**4.2.3** there is a significant deterioration in the Customer's financial condition, which puts TRP's payment claims under the contract at significant risk and it is unreasonable for TRP to continue the contractual relationship,

**4.2.4** there will be repeated consecutive delays in at least three payments;

**4.3** In the event of termination without notice due to the fault of the Customer, TRP may charge a contractual penalty in the amount of 15% of the agreed remuneration due by the end of the agreed contractual period, unless the Customer demonstrates that TRP has not suffered damage or has suffered damage in an amount significantly less than the contractual penalty charged. TRP retains the right to seek damages in excess of the contractual penalty on general terms.

**4.4** In addition, TRP has the right to terminate the contract without notice if the client was unable to take advantage of TRP's scheduled audit/service time and the certificate is to be revoked as a result. If the contract is terminated for this reason, TRP retains the right to charge a contractual penalty under the terms of item 4.3.

**4.5** Termination must be in writing under penalty of nullity.



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