

## General Terms and Conditions for Interlaboratory Comparison

### General Stipulations

These General Terms and Conditions (hereinafter referred to as “GTC”) shall apply to all contracts of Interlaboratory Comparison (hereinafter referred to as “ILC” and together “GTC ILC”) organized by Czech Metrology Institute (hereinafter referred to as “CMI” or “Provider”). Unless explicitly agreed otherwise in writing by both parties, all relations resulting from ILC are subject to these General Terms and Conditions

CMI is a state contribution organisation established by the Foundation Deed of the Ministry of Economics file No. 521 385/92-44 dated 21<sup>st</sup> December 1992 according to the modified Foundation Deed issued on the basis of the Resolution of the Ministry of Industry and Trade No. 16/2009, file No. 1313/09/02700/1000 dated 10<sup>th</sup> March 2009. CMI is represented by Ing. František Staněk, Ph.D., Director for Legal Metrology.

Unless specifically accepted in writing by the CMI, any changes, deviating provisions or provisions contrary to the original wording of the Application or the GTC shall not apply.

### I. Definitions

- 1) Application: Form posted on the websites of CMI, stating the main conditions for ILC.
- 2) Applicant: The natural person or legal entity who places an Application with CMI.
- 3) Contract: Application together with GTC ILC form the whole contract concluded by the Applicant and CMI.

### II. Subject-matter of the Contract

- 1) The subject-matter of the Contract is the ILC specified in the Application.
- 2) General specification of ILC:
  - a. Preparation and measurement of the test item(s) for the purpose of the evaluation of the reference values;
  - b. Evaluation of the measurement results in accordance with the methods stated in EN ISO/IEC 17043 and other international standards concerning this subject;
  - c. issuing of the Certificate or Confirmation on participation of the Applicant in

the ILC and the Final report on the ILC with the evaluation of measurement results in English language.

- 3) The Applicant provides cooperation and information necessary for the purposes of the ILC.
- 4) The subject-matter of the Contract shall be considered to be fulfilled by issuing of the Certificate or Confirmation on participation in ILC and by the final report on ILC.
- 5) The test item(s) transport shall be organized according to the stated Time schedule, the Applicant shall provide cooperation.

### **III. Place and Time of the Performance**

- 1) The place of the performance is negotiated in the business premises of CMI. The external metrological achievement shall be carried out at the seat of the Applicant in the absence of a provision to the contrary.
- 2) CMI shall carry out the metrological performance within 60 days after returning the test item(s) by the last participant of the ILC and submission of the measurement results of all the participants of the ILC and all the necessary documents, unless the parties agreed otherwise.
- 3) The period of the default of the Applicant (for example not delivering required documentation, not ensuring the cooperation, not returning the test item(s) by any other participant of the ILC on time, delays caused by customs procedures, if relevant) shall extend the above mentioned period for metrological performance.
- 4) Loading, unloading and transportation of goods covered by the agreement shall take place at the client's risk and expense, even if transports of goods dispatched by the CMI require transport documents to state that the sender bears risk for all damages occurring during transportation.

### **IV. ILC Price and Methods of Payment**

- 1) All agreements shall be deemed to have been concluded in euros and all payments in credit of the account at the bank:

Česká národní banka, Na Příkopě 28, 115 03 Praha 1

Regional Branch Rooseveltova 575/18, 602 00 Brno

Account No.: 34534-198139621

Bank code: 0710

IBAN: CZ8807100345340198139621

SWIFT: CNBACZPP

- 2) The ILC price covers the reference measurements, the evaluation of the results and the issuing of the final report on the ILC. This ILC price doesn't cover other costs. The Applicant undertakes to pay this ILC price and the other costs.
- 3) The costs of loading, unloading, packaging, transportation and customs clearance of test items mentioned in the Contract are not included in the ILC price and shall be charged separately.
- 4) The total price of the ILC is given by the Application and is considered to be expressed without value added tax. This sum shall be paid by the Applicant on the basis of an invoice issued after performing the measurement.

The payment of the total ILC price and other costs hereunder is a condition of issuing the Certificate or Confirmation on participation in this ILC and by the Final report on the ILC.

- 5) The price of the test items transport and the price of customs clearance shall be invoiced to the Applicant simultaneously with the price for the ILC.
- 6) The payment shall be realized through a bank transfer. The invoice maturity date lies on the 30<sup>th</sup> day after its expedition to the Applicant.
- 7) The ILC price and other costs are determined according to provision of the Value-Added Tax Act No. 235/2004 Coll. as amended. The Applicant is obliged and he undertakes to pay the charged price for metrological services in agreed term by credit transfer on the basis of issued invoice, containing data set in Act No. 235/2004 Coll., as amended. The date of payment is considered to be the date on which the invoiced sum of money is credited to the CMI's account.
- 8) ILC price is stated exclusive of VAT. In case, when Applicant's Principal Office is situated in European Union member country, the "reverse-charge" process is used as it is stated in § 92a of Act No. 235/2004 Coll., as amended.
- 9) In case, when Applicant's Principal office is not situated in European Union member country, the ILC price:

- is exclusive VAT, if the Applicant is VAT payer, or

- is to be increased by VAT in rate of 21 % according to § 47 of Act No. 235/2004 Coll., as amended, if the Applicant is not VAT payer.

## V. Charges for Overdue Services

- 1) In case of non-fulfilment of the contractual obligation, the obligation of in-time and appropriate payment of the charged price for performed metrological services in compliance with art. IV of GTC ILC, the Applicant shall be delayed with the financial obligation fulfilment. Due to this fact, the Applicant is obliged to pay to the CMI an interest on late payment on the ILC price in the amount of 0,03 % for each day of delay.
- 2) In case of the delayed metrological performance the penalty from the value of the non-performance metrological achievement in the amount of 0,03 % for each day of delay is determined.
- 3) This stipulation does not affect possible right of the contracting parties to compensation of suffered damage as established due to non-fulfilment of liabilities from the Contract.
- 4) In the event of failure to pay by the due date, or to provide the required security for payment, the CMI cannot be held to its obligation to continue the work, without prejudice to CMI's remaining rights.

## VI. Charges for Overdue Services

- 1) Without prejudice to the provisions of the other Articles of these General Terms and Conditions, the Applicant shall be considered to be in legal default if he fails to meet any commitment under the Contract, or fails to do so properly or in good time, as well as in the event of bankruptcy or insolvency, a moratorium on payments, liquidation, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or takes or has taken against it any proceedings of any kind under any provision of any insolvency, bankruptcy or reorganization act, or if he is placed under trust or receivership, and CMI shall have the right, without any notification of default or legal intervention being required, to suspend the execution of the Contract or to terminate it in full or in part, at the CMI's choice without any liability for damages on the CMI's part and without prejudice to the CMI's right to compensation for damages suffered as a result of such default, suspension or termination. In such cases, all amounts due from the Applicant to the CMI become payable with immediate effect.

## VII. Vis Major

- 1) The parties are exempted from their liabilities for the entire or partial non-performance of their obligations (with the exception of delayed payments according to the Contract conditions) in case non-performance caused by vis major circumstances.
- 2) The Party that is referring to the vis major circumstances shall notify the other Party in writing in a 5 /five/-day-period from the date of their occurrence.
- 3) Upon the formal announcing of termination of vis major circumstances, the Parties shall discuss their contractual obligations and shall make mutually beneficial decision on the further performance of the Contract.

## VIII. Liability to Damages

- 1) The Applicant is responsible towards the Provider for damages caused on entrusted test item(s) that were caused by improper handling, by negligence or intentionally.
- 2) In such cases, the Applicant is obliged to provide the Provider with compensation of caused damages by putting the device into its original conditions or by compensation of costs spent on its repair or by compensation of costs spent on the purchase of the same device.

## IX. Force and Termination of the Contract

- 1) The Contract sets forth the entire agreement and understanding between the parties as to the subject matter of the ILC, and merges all prior discussions between them. The Contract becomes valid upon the signature of the Application by both the Applicant and CMI.
- 2) Acceptance of Application or this Terms and Conditions with any comments or objections, even not changing the conditions of Contract substantially, is excluded in compliance with § 1740/2 of Civil Code.
- 3) The CMI is also entitled to terminate the Contract established with connection to this ILC in the form of a written agreement or by written notice without stating the reasons, while the run of the 30 days' notice period starts as from the first day of the week following the delivery of notice to the other contracting party. Termination of this contract does not affect the liability of contracting parties to settle all and any existing liabilities established on the basis of the Contract, all of that in the course of one month as from the Contract termination, at the latest.

- 4) In the event of any postponement or extension of the work, the Applicant shall be charged for any additional expenses in so far as CMI cannot be held responsible for such postponement or extension.
- 5) The Applicant shall pay compensation for all costs and damages suffered by the CMI resulting from any entire or partly cancellation or postponement of the Contract by the Applicant, if and so far as the cause of such cancellation or postponement cannot be attributed to CMI.

## X. Other Provisions

- 1) The liability relations of the contracting parties related mainly to organization and economic matters in the ILC, related to realization of metrological service, follows Act No. 89/2012 Coll, Czech Civil Code (hereinafter referred to as “Civil Code”).
- 2) The liability relations of economic relations are adjusted on the basis of stipulations of the Contract, in compliance with all relevant stipulations of Civil Code.
- 3) The Provider is not entitled to pass any part of the service to any other metrological institute (sub-contractor), unless agreed otherwise.
- 4) If any test or development work leads to results of interest to the general public, CMI may publicly announce such results unless otherwise agreed in a secrecy agreement
- 5) The Applicant may only publish the reports of CMI in their entity.
- 6) The Applicant may not mention or refer to CMI or CMI’s employees for advertising or marketing purposes unless CMI has granted its written consent in each case. Such consent shall lapse if the Applicant stops or postpones the work.
- 7) In relation to ILC, the contracting parties undertake to arrange protection of business secret in compliance with Civil Code. Such information shall not be communicated to any third person without written consent of the other contracting party. The given party shall arrange in an efficient way for such information not to be abused. The obligation of confidentiality is valid for the time of the Contract fulfilment as well as after its termination with consequences set by the legal regulations for the case of jeopardizing or breaching the rights and obligations.

## XI. Final Provisions

- 1) Both of the contracting parties are obliged actively and without unnecessary delay inform each other about occurrence of the facts that could affect efficiency of the

Contract or its individual stipulations or quality and terms for fulfilment of obligations emerging from the Contract.

- 2) The contracting parties shall solve possible disputes related to the Contract fulfilment mainly by mutual negotiations of representatives or statutory authorities, usually in 14 calendar days as from the date of a written notice or reminder of one of the contracting parties. In case when such dispute can not to be solved by agreement, the disputable matter shall be solved through court of the Czech Republic.
- 3) In compliance with stipulation of § 89a of Act No. 99/1963 Coll., Czech Civil Court regulations, as amended, the participants concluded an agreement, respectively they agreed on other venue of the first level court. The venue court is the court of the first level in the district of headquarters of the Czech Metrology Institute.
- 4) All duties and obligations of the Parties as well as any legal relations arising of this Contract shall be governed by Laws and Regulations of the Czech Republic.
- 5) If any provision in this relationship is declared void by any court of competent jurisdiction, such provision shall be deemed severed from the Contract and the Contract shall otherwise remain in full force and effect.
- 6) The Applicant is obliged to send the signed Application either through the recommended post, or via e-mail referred to in the Application.