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## GENERAL TERMS AND CONDITIONS OF THE COMPANY (hereinafter referred to as the GTC)

### 1. Introductory provisions

The GTC define the business relationship between PG electronic s.r.o.; Calibration laboratory. (Hereinafter referred to as Contractor) and the entity to which the service specified in this chapter is provided, on the basis of a concluded contract or written order (hereinafter referred to as the Customer).

By signing the contract or sending an order, the Customer agrees that he has become acquainted with and agrees with the wording of the GTC and that these GTC govern the contractual relations between the Contractor and the Customer, unless the contract determines otherwise.

The service provided to the Customer on the basis of a written contract or order is a calibration performed in accordance with the provisions of Section 5, paragraph 6 of Act No. 505/1990 Coll., on Metrology, as amended by Act No. 119/2000 Coll. and as amended (hereinafter referred to as Calibration).

The GTC are an integral part of the concluded contract. Deviating arrangements in a written contract or an accepted order do not take precedence over the provisions of the GTC.

The Contractor may unilaterally change or supplement the wording of the GTC. This provision is without prejudice to the rights and obligations arising during the period of effectiveness of the previous version of the GTC.

### 2. Demand, supply, order/contract, delivery terms

#### 2.1 . General

Expression of free will to conclude a contract for the provision of a service means the written conclusion of the Contract or a written confirmation of the Customer's order, who accepts the conditions contained in the Contractor's offer and these GTC by sending it.

Contracts concluded between the Contractor and the Customer are governed by Act No. 89/2012 Coll., the Civil Code and these GTC.

#### 2.2 Demand and supply

Unless otherwise stated, the written terms of the offer of services made by the Contractor to the Customer's request are binding for a period of 30 days from the date of sending to the Customer. The offer includes primarily the price of the requested service (hereinafter referred to as the Price) and the date of implementation (delivery), as well as other technical data for a more detailed specification of calibration services and a statement of conformity.

#### 2.3 Order

The order must contain the Customer's invoicing data (name and surname or name, registered office, identification number, VAT number, name and telephone contact of the person responsible for the order), specification of the requested service, date of delivery of the service, mode of transport and consent to the price and GTC of the Contractor. Acceptance of a proper order shall be confirmed by the Contractor without undue delay.

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The order does not always have to be in writing, but the conclusion of the contract (i.e. confirmation of the order) is always written by the Contractor (electronic document as the Contractor's form).

## 2.4 Prices

Prices are charged according to the valid offer of the Contractor, which is approved by the Customer by issuing an order. If prices change during the processing of the order, the Customer is always charged the prices of the goods valid on the day of ordering. The price (prices are without VAT) consists of:

- Initial verification and check of the calibration item,
- own calibration according to the specification in the order,
- issuance of a calibration certificate according to the specification in the order,
- other: e.g. packaging, transport, insurance, etc.

The validity of prices and their changes are governed by the current offer to the Customer.

## 2.5 Payment terms

Payment terms - payment after delivery of goods with an invoice maturity of 30 calendar days. The specific method can be agreed individually. The tax document for the delivered goods is handed over to the Customer against signature during the personal collection of the service or sent immediately by post or other transport service.

## 2.6 Contractual penalty – penalty

In the event of a delay in payment for the delivery of goods or services or in the event of cancellation of an order, the Contractor may be charged a contractual penalty corresponding to the size of the order and the level of completion of the order.

## 2.7 Term and method of delivery of services

The ordered services are delivered to the Customer within the agreed deadlines in the order. An integral part of the delivery is a calibration certificate according to the order and a tax document. The delivery of the ordered service is fulfilled by handing over the calibrated goods to the Customer at the Contractor's registered office, or by handing over the goods to a public carrier, unless the parties have agreed otherwise.

## 2.8 Cancellation of the Order/ Contract

The Customer is not entitled to unilaterally cancel or change the confirmed Order, unless the Customer agrees with the Contractor in writing or this right arises from the content of the GTC.

## 2.9 Transfer of ownership

Ownership of the ordered service passes to the Customer at the moment of payment of the full purchase price for the service to the Contractor, unless the Purchase Contract (Order) has stipulated otherwise. If the Customer acquires ownership before the calibrated item is taken over, the Contractor has the rights and obligations of the custodian until the goods are handed over to the Customer.

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### 2.10 Copyright

The Contractor remains the owner of the copyright to all documents handed over to the Customer as part of the implementation of the service. Without his consent, these may not be used, copied or made available to third parties for any reason other than the setting-up, commissioning and maintenance of the goods. This also applies to documents marked as 'confidential'.

By purchasing the services, the Customer does not have any rights to use the registered brands, trade names, logos or patents of the Contractor or its subcontractors, unless otherwise regulated by the contract in a particular case.

### 2.11 Confidentiality

Both the Customer and the Contractor are obliged to maintain confidentiality about all facts that constitute trade secrets of both parties with which they have become acquainted during the implementation of the service. This obligation continues even after the termination of the contractual relationship.

## 3. Execution and delivery of the service

### 3.1 . General

The Provider shall perform the service with professional care by its employees or through third parties with whom it cooperates.

### 3.2 . Synergies


The Customer is obliged to provide without undue delay the cooperation necessary for the implementation of the service and to pay the agreed payments. Otherwise, the delivery date is extended by the period during which the Customer is in delay in providing cooperation. The Contractor reserves the right to extend the delivery period in the event of force majeure and for reasons for which it is not directly responsible (unavailability of subcontracting), and is obliged to inform the Customer of this fact without undue delay and to inform him of the new delivery date.

In the event that the delivery is unavailable even within the newly set deadline, the Customer is entitled to withdraw from the contract, in its entirety or only in the non-executed part, if technically possible. The Contractor shall return the payments received in excess of the provided performance back to the Customer.

In particular, the customer agrees to provide packaging / covers free of charge in order to protect the goods during transport and the transport itself according to the agreement.

If, despite the Contractor's written request, the Customer fails to provide the necessary cooperation, the Contractor is entitled to withdraw from the contract and require the Customer to pay the costs incurred in the agreed lump sum of 0.5% of the price of the service per week, starting from the agreed delivery date, but up to a maximum of 5% of the total price. The Contractor's right to compensation for damage is not affected by this agreement.

If the Customer does not take over the service in the agreed manner within the agreed period, he is obliged to pay the resulting costs (storage, transport, etc.).

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## 4 Complaints, customer complaints, liability for damage

### 4.1 General

The Customer is obliged to inform the Contractor of any defects or other reservations about the service performed when carrying out the inspection as part of the handover, otherwise it is considered that the service was performed and handed over without defects.

### 4.2 Liability for damages

Liability for damages, damage, alteration or loss of properties of calibrated goods passes to the Customer at the moment of receipt of the goods at the place designated by him.

### 4.3 Control of delivery by the customer

The Contractor recommends to the Customer to check the condition of the transport packaging, its integrity, when taking over the delivery from the public carrier. In the event of the slightest hint of damage to the transport packaging, the Contractor strongly recommends immediately, before the carrier's representative, to unpack the shipment and check its contents and condition. In particular, whether the transported goods are not damaged, the shipment is complete and the original packaging of the goods has not been damaged. If it detects damage (e.g. the number of pieces, accessories, calibration certificates, etc.) the Customer is obliged to draw up a protocol with the carrier's representative on the defects found, or to state these defects in the shipping note. We recommend that you take photo documentation of the shipment status on the spot. The Customer is obliged to immediately inform the Contractor of the established facts. This avoids any later complications with the complaint of a defect in the item incurred during transport. By signing the consignment note, the Customer confirms the delivery of the undamaged consignment. External non-damage to the consignment upon receipt is only a prerequisite for non-damage to the item during transport. By signing the receipt of the shipment, the Customer assumes the burden of liability, i.e. any compensation.

### 4.4. Rights from defective performance and warranty, warranty period for services

For the services of the calibration laboratory, the Customer is obliged to familiarize himself with the result of the service on the spot, i.e. when handing over from the Contractor. Further complaints are not possible due to the nature of the service. If you are not completely satisfied with the service, you can contact <http://www.pgelectronic.cz/calibration-laboratory>. And file an official complaint on the form available on this website or mail to [kalibracni-laborator@pgelectronic.cz](mailto:kalibracni-laborator@pgelectronic.cz), or file a complaint by phone at the contact number listed at <http://www.pgelectronic.cz/kalibracni-laboratory>. Subsequently, we will be happy to address your complaint, we will accept your complaint and begin a review of the complaint's authorization. The result of the review of the complaint authorization will be communicated to you in writing and, in the event of acknowledgment of the complaint, a remedy will be carried out to remove the subject of the complaint within a maximum of 30 days from the receipt of the complaint.

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### 5. Protection of personal data

The Customer agrees that the data provided by the Contractor may be processed and stored by the Contractor for the purpose of building a mutual business relationship, in accordance with the provisions of Act No. 110/2019 Coll., on the Protection of Personal Data and in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) for the purpose of performing the subject of the contract. The data provided is secured, will not be disclosed or passed on to third parties. The Customer has the right to be informed which data the Contractor records about him and is entitled to change these data, or to express his disagreement with their processing in writing by sending his request to the email: kalibracni-laborator@pgelectronic.cz.

**- 4. 10. 2022**

A. Bezdekova  
-Management-

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Date, signature  
of the Managing Director of the company

**- 4. 10. 2022**

Jindřich Jindřich  
-Quality Manager-

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Date, signature  
of the head of the Calibration laboratory



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