

# Special Terms and Conditions for Products Services

TÜV Rheinland Polska Sp. z o.o.

## **1. Scope of Application**

**1.1** These Special Terms and Conditions for Products 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 to Products 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. Storage of Test Samples and Documentation**

**2.1** Test samples sent by Customer to TRP for testing will be scrapped after testing or returned to Customer at Customer's expense. The only exceptions are test samples, which are placed in stock by statutory regulations or other agreement with the Customer.

**2.2** Fees apply if test samples are stored at TRP's office. The cost of placing the sample in the warehouse will be provided to the customer in the quote.

**2.3** If reference samples or documentation are provided to Customer for storage at Customer's premises, the reference samples or documentation must be made available to TRP upon request immediately and free of charge. If the customer fails to provide reference samples or documentation to TRP upon request, TRP will not be liable for any claims related to the testing or certification performed.

**2.4** The documentation retention period is ten years after the expiration of the certificates, test mark or must meet the applicable legal requirements for EU/EC Conformity Certificates and GS Mark Certificates.

**2.5** The cost of transferring and shipping the test samples for storage at the Customer's premises shall be borne by the Customer. TRP's liability for loss of test samples or reference samples from TRP laboratories or warehouses is limited to cases of wilful misconduct and gross negligence.

## **3. Billing of Services and Acceptance**

**3.1** If the nature of the performance of the TRP work prevents the acceptance referred to in item 8 of the General Transaction Terms, acceptance will be replaced by completion of the work. 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.

**3.2** 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.

**3.3** 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.



**TÜVRheinland**<sup>®</sup>

Precisely Right.

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