General Trading Conditions of
TÜV Rheinland Polska Sp. z o.o.
1. Scope of application

1.1 These General Trading Conditions shall apply to all services rendered by TÜV Rheinland Polska Sp. z o. o. (TRP) while executing orders and performing other obligations provided for in the agreement, as well as to auxiliary services and other obligations fulfilled as part of the implementation of the agreement; they also govern the cooperation procedure, mutual rights and obligations of TRP and the Customer.

1.2 General trading conditions or standard agreements used by the Customer shall not be binding upon TRP and the Customer in their mutual trade relations, nor shall they constitute a part of the agreement, even if the Parties do not expressly exclude their application. The Parties may decide that general conditions applicable at the Customer’s or applied by the Customer which are inconsistent with these General Trading Conditions shall be applied in mutual trade relations between the Parties.

2. Prices

If, following the conclusion of the agreement, the circumstances which affect service prices agreed upon by the Parties change, TRP shall have the right to change the prices. In such case, within 7 calendar days following the receipt of the proposed changes, the Customer shall be entitled to present its reservations in writing and commence relevant negotiations. In the event that no understanding can be reached, the agreement shall be terminated, and the Parties shall settle any and all dues arising from the agreement, in proportion to the work performed until that time. Termination of the agreement for the aforementioned reason and a failure to complete a service shall not constitute the basis for any claims against TRP, including claims for damages.

3. Coming into effect and term of the agreement

The agreement shall come into effect for a period determined by the Parties once the Customer places an order with TRP. The order shall be placed in written form. The order shall be based on an offer presented to the Customer by TRP. The agreement shall also be deemed concluded when both Parties sign an agreement constituting a separate document.

4. Scope of services

4.1 The scope of services shall be determined by the content of the Parties’ unanimous declarations of intent having the form of a written agreement, and if it does not exist, by an order placed by the Customer based on TRP’s offer.

4.2 Services are rendered in accordance with generally accepted technical solutions and based on laws and national and international standards or TRP’s specifications, in force at the moment of the agreement conclusion. Services may be rendered based on accreditations held by TRP.

4.3 TRP shall be entitled to determine the methods for rendering the services, unless agreed otherwise in writing or unless mandatory provisions of law require a special procedure which must be followed.

5. Place and time limit for provision of the services

5.1 The place and time limit for providing services shall be determined based on individual arrangements of the Parties taking into account requirements for reference documents which constitute the basis for the provision of services and based on an estimated evaluation of works needed, prepared on the basis of data furnished by the Customer.

5.2 If time limits for the provision of services have been determined, such time limits shall commence when the Customer delivers to TRP all required documents and provides it with necessary information, or when the Customer carries out other activities needed for TRP to render services. Time limits and scopes for the provision of services shall be extended, or alternatively appropriately modified or determined anew if TRP’s services cannot be rendered for reasons not attributable to either Party. If the time limit for the provision of a service is extended for reasons attributable exclusively to TRP, the Parties may determine an additional suitable time limit for the provision of the service. If, for reasons attributable exclusively to TRP, the service is not rendered within the aforementioned time limit either, the Customer shall have the right to terminate the agreement with immediate effect. The Parties shall then make mutual settlements for the services rendered until that time.

5.3 If, for reasons attributable to the Customer, including late, negligent or incomplete provision of materials, data and information, a repeated performance of works is necessary or the service cannot be rendered on time (the so called downtime), TRP shall have the right to demand extra remuneration in the amount proportionate to the time spent additionally on rendering the service, also including time of readiness to fulfill tasks. The Customer may be charged extra in the situation referred to in the preceding sentence, even if the final or maximum price for the order has been agreed upon.

6. Cooperation

6.1 The Customer guarantees that any cooperation required on its part, on the part of its representatives, including employees and third parties, shall be offered at an appropriate time and without TRP incurring any costs.

6.2 Design documentation, materials, support staff, etc. necessary to render services shall be made available to TRP by the Customer free of charge. Moreover, the Customer shall secure cooperation required under the provisions of law, standards, safety regulations and instructions on accident prevention.

6.3 The Customer shall bear any and all additional costs resulting from the need to perform the works again or from their delay as a consequence of late provision of
information, provision of information which is incorrect or incomplete and a failure to secure proper cooperation. The Customer shall pay all additional costs generated for the aforementioned reasons, also when a fixed or maximum remuneration for the provision of services has been determined.

6.4 TRP shall render the services which constitute the subject matter of the agreement with the assistance of its employees, as well as individuals with whom it cooperates on the basis of civil law contracts, without the need to obtain the Customer’s consent.

6.5 TRP shall present the Customer, at its request, with a name list of individuals designated to carry out the actions which constitute the subject matter of the concluded agreement.

6.6 The Customer may not refuse the presence of TRP’s auditor or evaluator. The costs related to the participation of the aforementioned individuals in the assessment shall be borne by TRP.

6.7 In the event of accredited conformity assessments, TRP shall have the right to grant approval to auditors of appropriate accrediting entity to take part in the audit as observers. The Customer shall not bear the costs of the participation of an auditor-observer in the audit.

7. Terms of payment
7.1 The service shall be settled based on remuneration determined in the agreement.

7.2 If the scope of the services was not determined in writing at the time of placing the order with TRP, the remuneration shall be determined based on works performed by TRP. If the amount of the remuneration for providing the services has not been determined in writing, the remuneration shall be determined based on TRP’s price list in effect at the time of the provision of the services.

7.3 Unless agreed otherwise, VAT invoices shall be issued as the provision of services progresses, in accordance with specified milestones.

7.4 If the services are provided longer than for one month and the value of the agreement or the amount of the remuneration payable to TRP exceeds EUR 2,500,00, TRP may demand to be paid for individual milestones of the agreement in installments.

7.5 The payment shall be made into TRP’s bank account specified in the VAT invoice, with the indication of invoice number and Customer number, within time limit set forth in the VAT invoice.

7.6 In the event of delay in payment, TRP shall be entitled to charge statutory interest for delay. Moreover, TRP reserves the right to pursue further claims for damages on general basis.

7.7 Reservations concerning VAT invoices issued by TRP shall be submitted in writing within 7 days of receipt of the invoice. Invoices shall be corrected in compliance with regulations governing the issuance of corrective invoices.

7.8. TRP shall have the right to demand advance payments towards remuneration payable to it by the Customer.

7.9 The Customer may present for deduction only undisputed receivables to which it is entitled from TRP, demonstrated in documents.

7.10 Services rendered for a group of entities (e.g. certification of management system in a multi-department organization) shall be settled in a special manner. In such case, a VAT invoice shall be issued in which the Head Office defined in the offer shall be indicated as both the Recipient and the Payer. This shall also apply to VAT invoices for auxiliary services, regardless of which member of the group they concerned. Thus, the Head Office undertakes to make a payment into an appropriate bank account for a completed service or a part of it, based on the invoice issued by TRP. The manner of settling this payment between the Head Office and members of the group shall be the Customer’s responsibility.

8. Acceptance of the service
8.1 To the extent justified by the nature of services which constitute the object of the order, TRP shall have the right to present for acceptance the entire or part of the service covered by the order. TRP shall submit to the Customer the completed service or its part for acceptance through a registered letter or electronic mail.

8.2 A service or its part shall be deemed accepted and performed without any reservations if within 3 days of its delivery the Customer does not raise any reservations. Any potential reservations shall be raised by the Customer in writing by registered letter or electronic mail. Agreements concluded with Customers may specify a different manner of the service acceptance.

9. Confidentiality
9.1 Confidential information of the Parties shall include any and all information, documents, pictures, drawings, know-how, data, samples and design documentation disclosed by one Party (the Disclosing Party) in any manner to the other Party (the Receiving Party) in connection with the provision of services, and marked as confidential by the Disclosing Party. Confidential information shall include both paper and electronic documents, as well as information provided verbally.

9.2 Prior to disclosing confidential information, the Disclosing Party providing such information shall specify in writing which of the provided materials (written or electronic) include confidential information, or, if provided verbally, which of the information provided constitutes confidential information.

9.3 Any and all confidential information provided or otherwise disclosed to the Receiving Party by the Disclosing Party in relation to the agreement:

a) may be used only by the Receiving Party to perform the subject of the agreement, unless the Parties agreed otherwise in writing;

b) may not be copied, distributed, published or
disclosed by the Receiving Party in any other manner, unless necessary in order to perform the subject of the agreement or unless TRP is obliged to provide confidential information, report on inspection or documentation to authorities or third parties which participate in the performance of the agreement; c) shall be processed by the Receiving Party maintaining a security level equivalent to the information security level applicable at the Disclosing Party’s, not lower, however, than the level provided for by law or adequate standards, and if there are none, not lower that objectively required; d) may be disclosed if the obligation to disclose such information arises under the provisions of law in force, court rulings or administrative decisions, as well as if the need to disclose it arose in connection with court or administrative proceedings.

9.4 The Receiving Party may disclose confidential information received from the Disclosing Party only to those of its employees or associates who need such information to perform services covered by the agreement. The Receiving Party shall oblige its employees and associates to comply with the provisions included in this confidentiality clause.

9.5 The following information shall not be deemed confidential:

a) information which was publicly known at the time of its disclosure or became publicly known without violating this confidentiality clause; or
b) information which has been disclosed by third parties authorized to disclose such information; or
c) the Receiving Party was in possession of this information prior to its disclosure by the Disclosing Party.

9.6 All confidential information shall remain the property of the Disclosing Party. The Receiving Party hereby undertakes to immediately:

a) return any and all confidential information, including its all copies, to the Disclosing Party, or
b) on Disclosing Party’s request, destroy all confidential information, including its all copies, and confirm the destruction of such confidential information to the Disclosing Party in writing, at any time and at every request of the Disclosing Party, and without any request needed, upon termination or expiry of the agreement binding upon the Parties.

This obligation shall not apply to reports and certificates prepared for the Customer which remain in the Customer’s possession and other documents if it is reasonable to archive them in relation with the agreement or for legal and tax purposes. TRP shall have the right to prepare copies of the aforementioned documents, reports and certificates.

9.7 The prohibition to disclose confidential information shall be unlimited in time and shall be applicable also after the term of the agreement expires.

9.8 The Customer’s personal data administrator shall entrust TRP with the processing of personal data of employees or team members / staff acting for the benefit or in the name of the Customer, with respect to a database including forenames, surnames, addresses and contact details, as well as other necessary data to properly perform agreements concluded on the basis of the General Trading Conditions and for marketing and statistical purposes. The Customer’s personal data administrator represents that the individuals whose data will be processed have consented to their processing for the purposes and to the extent referred to above.

10. Copyrights

10.1 All documents drawn up by TRP as a result of the provision of services, in particular: reports, protocols, expert opinions, test results, studies, etc. shall remain the property of TRP as their author. TRP shall retain an exclusive right to introduce any changes and corrections to documentation prepared as a result of the services.

10.2 The Customer may use all documents prepared as a result of providing a service only in their complete, unabridged form and in a non-misleading manner as to the subject and result of the service completed.

10.3 The use of the documents specified in point 10.1 for advertising and marketing purposes shall require a prior written consent of TRP.

10.4 The principles of use of certificates/certification marks are specified in point 13 of these General Trading Conditions.

11. TRP’s liability

11.1 Under the agreement TRP shall be liable for intentional actions and gross negligence. As part of the contractual liability, the scope of TRP’s liability for any damage caused by TRP and its legal representatives and/or employees shall be limited to:

a) ten times the value of the total amount of the agreement or remuneration for agreements with fixed value or fixed remuneration; b) the amount of the agreed annual remuneration for agreements for services repeated annually; c) maximum EUR 10.000,00 for agreements in case of which the remuneration depends on time and costs incurred; d) the amount equal to three times the value of remuneration for the single order which resulted in the damage for master agreements which provide for an option to place single orders. The scope of TRP’s liability in each case of damage may not exceed EUR 100.000,00.

11.2 Limitation of liability referred to in point 11.1 shall not apply to damage caused intentionally by TRP.

11.3 TRP shall not be liable for staff or third parties made available by the Customer as part of cooperation with TRP to provide services. The sole liability therefor towards third parties shall be borne by the Customer.
11.4 Limitation periods for claims for damages are laid down in statutory provisions.

12. Termination of the agreement
12.1 Both Parties shall have the right to terminate the agreement, regardless of the reasons for termination, upon a 3-month notice. Such notice must be made in writing, otherwise it shall be null and void. Notice period shall commence on the first day of the month following the month in which the notice was filed.

12.2 The Customer may terminate the agreement regardless of the reasons for termination, upon a notice period shorter than 3 months, only on condition that it complies with the following provisions:

a) if the Customer terminates the agreement within a period shorter than 3 months but longer than 2 months prior to the time limit for completion of a subsequent service in a given year or another stage of service covered by the agreement, it shall pay an amount equivalent to 50% of the remuneration for the provision of a given service or subsequent stage of the service;

b) if the Customer terminates the agreement within a period shorter than 2 months prior to the time limit for completion of a subsequent service in a given year or another stage of service covered by the agreement, it shall pay an amount equivalent to the entire remuneration for the provision of a given service or subsequent stage of the service.

12.3 The provisions of point 12.2 shall not apply to offers with „price guarantee”. In such cases, if the Customer terminates the agreement, the Customer shall pay TRP an amount equivalent to 1/3 of the remuneration for the performance of a given agreement.

12.4 TRP shall have the right to terminate the agreement with immediate effect, particularly when:

a) The Customer does not inform TRP immediately about changes or indications of changes in the organization or subject of the service which are important for providing the service;


c) The Customer fails to inform TRP immediately that it ceased to conduct its business or was liquidated;

d) The Customer delays payment of the remuneration and, when an additional deadline set by TRP for its payment expires ineffectively, stills fails to make the payment;

e) The Customer refuses to accept an offer changed as a result of a failure to complete the service on time for reasons attributable to the Customer.

12.5 If the agreement is terminated with immediate effect, TRP shall retain its right to remuneration under the agreement together with all performances made until the time of termination of the agreement, as well as the right to demand redress of the damage resulting from a non-performance or improper performance of the obligation by the Customer.

12.6 TRP shall have the right to suspend the performance of the agreement until the Customer settles its overdue payments, including interest.

12.7 If the agreement cannot be performed or cannot be performed on time for reasons attributable to the Customer, TRP shall have the right to rescind the agreement within 60 days of the day on which it learned about the reason referred to above and to demand a redress of the damage resulting from the non-performance of the agreement.

13. Certificates/ certification marks
13.1 The Customer shall not be entitled to introduce any changes to the original or copy of a certificate/certification mark.

13.2 The principles of use of the certificate / certification mark are described in the Technical Conditions for Certification of Management Systems / the Certification Regulations of Product Certification Body / the documents of the mark owner.

13.3 The validity of a certificate/ certification mark expires:

a) when its validity period (provided in the certificate/ certification mark) expires and it has not been extended;

b) in the event of rescission, termination by notice or termination of the general agreement or a detailed contractor agreement, however in the event of rescission, termination by notice or termination of a detailed contractor agreement the certificate/ certification mark issued to the Customer under that agreement expires, and in the event of rescission, termination by notice or termination of the general agreement all certificates and certification marks issued to the Customer expire;

c) in the event of a change to the applicable provisions concerning the product for which a certificate of conformity was issued, and the Customer fails to adapt the certified product to the changed accreditation provisions or examination bases or to a changed nature of the user within 6 months of the change;

d) when TRP withdraws the certificate/ certification mark.

13.4 When one of the cases referred to in point 13.3 takes place, the Customer shall not be entitled to use the certificate/ certification mark and shall return TRP the original certificate/certification mark by the deadline set by TRP.

13.5 If the certificate/ certification mark is not returned by the deadline set by TRP, and if the Customer uses the certificate/ certification mark despite the prohibition expressed in point 13.4, or if the Customer introduces any changes to the original or copy of the certificate/
certification mark, the Customer shall pay TRP a contractual penalty of PLN 10,000 for each violation. TRP shall have the right to claim damages exceeding the amount of the reserved contractual penalty on general basis.

14. Other provisions

14.1 Any and all amendments and supplements to the agreement and statements under the agreement must be made in writing to be valid, unless the Parties explicitly agreed otherwise.

14.2 If one or several provisions of the General Trading Conditions or of the agreement binding upon the Parties are deemed to be or become invalid, the Parties shall replace such provisions with provisions compliant with the law and as close as possible to the content of the invalid provision. Such invalid provisions shall not affect the validity of the General Trading Conditions or the agreement.

14.3 If the provisions of individual agreements concluded with Customers include provisions non-compliant with these General Trading Conditions, the provisions of such agreements shall prevail.

14.4 Any and all disputes resulting from the agreement binding upon the Parties shall be settled by a court competent for TRP's registered office. The court shall apply Polish law.

14.5 The agreement binding upon the Parties shall be governed by Polish substantive law.