1. The Purpose of the General Terms and Conditions of Contract

The purpose of these General Terms and Conditions of Contract is to provide for the detailed rules of the general elements of the contract between TÜV Rheinland InterCert Kft. (hereinafter referred to as "TRIC") and the customer requiring its services (hereinafter referred to as the "Customer") for the provision of TRIC's services in order to ensure that only the specific terms and conditions are provided for in the single contracts (Contracts of Agency) entered into with Customers.

TRIC's services provided under the Contracts of Agency shall include but not be limited to the following: technical audit and review, technical supervision, product audit and certification, training, personal certification, system certification and all other services that may become necessary during the performance of the contract, such as consultation, the provision of information, travel, forwarding, customs clearance etc.

TRIC shall provide the aforementioned services as an independent, professional party, pursuant to the Customer's requirements and procedures and in accordance with the applicable laws, standards and other administrative regulations as well as its own internal procedures and audit and certification policies certified by various accreditation organisations. No further business or other circumstances shall affect its activities and the contents of the documents generated in relation thereto.

The General Terms and Conditions of Contract constitute an integral part of the Contract of Agency and are available for download from TÜV Rheinland InterCert Kft's website (www.tuv.hu). At the Customer's express request, the General Terms and Conditions of Contract will also be made available in hard copy prior to the approval of the Contract of Agency for review. By signing the Contract of Agency, the Customer also accepts the General Terms and Conditions of Contract.

Should there be a contradiction between the provisions of the Contract of Agency and those of the General Terms and Conditions of Contract, the provisions of the Contract of Agency shall prevail.

The Customer's General Terms and Conditions of Contract, if any, shall only constitute part of the Contract of Agency if this is expressly agreed by the Parties in such Contract of Agency.

2. The Inception of the Engagement

2.1. Request for Proposal

TRIC shall only provide the services if a proposal for such services is requested and a Contract of Agency is executed in writing. The Request for Proposal shall contain the information necessary for the provision of the services and for the definition of the scope of such services. A proposal may be requested by accurately completing the Request for Proposal questionnaire designed for this purpose by TRIC or by post, telefax, e-mail and through personal consultation, where necessary. The Customer shall be responsible for the veracity, accuracy and timeliness of the information included in the Request for Proposal and its attachments.

2.2. The Proposal

TRIC shall prepare the Proposal based on the available information, also having regard to the nature of the services to be provided and in full compliance with the applicable regulations.

The scope, price and deadline of TRIC's Proposal may be subject to change based on an agreement with the Customer until the Contract of Agency is executed.

Unless prohibited by another regulation, TRIC is entitled to prepare several versions of its Proposal and to offer other optional services in addition to the core services.

TRIC shall deliver the Proposal or the draft Contract of Agency to the Customer's address specified in the Request for Proposal in writing, by post, telefax or e-mail. The Proposal shall not be valid unless delivered in writing.

The fees payable for the services included in TRIC's Proposal shall be dependent upon whether the appropriate performance thereof yielded the result desired by the Customer.

TRIC shall define the validity of the Proposal therein. Should TRIC fail to define the duration of the validity of the Proposal therein, in the case of a Proposal submitted to an absent party, in view of the nature and complexity of the contract, the Proposal shall remain binding upon TRIC until the Customer could respond to the Proposal without delay upon receipt of the Proposal within a reasonable deadline, but for no more than 30 days after receipt of the Proposal by the Customer. In the event that the Customer accepts the Proposal after the expiry of the validity thereof, TRIC will be entitled to modify the contents of the Proposal or refuse to enter into a contract corresponding to the delayed Proposal.

2.3. The Conclusion of the Contract of Agency
The Customer may freely choose from the versions of the Proposal and from the offered additional services the ones that best suit his needs. The Customer shall communicate his choice to TRIC by selecting the appropriate Proposal, by completing and duly signing the Proposal Sheet or the Contract of Agency and by returning it to TRIC. The Contract of Agency shall be concluded pursuant to its provisions by returning the approved and signed Proposal Sheet or Contract of Agency within the validity of the Proposal. TRIC shall send an Order Confirmation to the Customer about the conclusion of the Contract of Agency.

The Contract of Agency may be concluded in a manner that is different from the above, namely that TRIC will be liable to provide the services based on a paper-based order confirmation issued on the basis of the written acceptance of an exclusively paper-based written Contract of Agency or written Proposal.

If the contractual terms and conditions change due to an alteration in the Customer's needs (e.g. new pattern), TRIC shall send a draft Proposal Modification containing the necessary changes in the fee and/or the deadline and the Customer shall approve or reject such modification in writing within 8 days. In the absence of an agreement, the validity of the Proposal will expire within 30 days.

3. The Services

The scope of the services shall be governed exclusively by the written Contract of Agency / written Proposal agreed and approved by the Parties and its written acceptance as well as the Order Confirmation constituting an attachment thereof.

If services other than the ones specified in the Contract of Agency or the Order Confirmation are required, the Parties shall modify the Contract of Agency.

In the event that the provision of the services breaks off at the Customer's request or due to reason(s) arising within the Customer's scope of responsibility (e.g. the audit sample becomes defective), TRIC shall record any such instances and notify the Customer without delay, as necessary, and shall also send an invoice for its expenditures pro-rated to the partial performance (audit fee and expenses). In the event that the Customer removes the obstacle before the provision of the services within the deadline specified in the Proposal, TRIC shall continue the procedure. In such cases, the deadline for TRIC's performance shall be automatically extended by the duration of the delay. Should it become necessary to modify the original contractual terms and conditions (e.g. if the specification of the audit sample is changed), the audit will only be continued once the Contract of Agency has been amended.

If the provision of the services breaks off (with the exception of the case referred to in the previous Section), the Customer shall represent in writing whether or not it still requires the provision of the services within 8 days. In the event of a failure to make such representation or a negative statement, the Contract of Agency shall be terminated and TRIC shall close and invoice the services at the actual level of completion. Should there be a difference between the previously transferred fee and the amount of the final invoice for any reason, the Contracting Party with the surplus will be liable to transfer such difference to the other Party within 8 days.

The Contract of Agency shall be performed in accordance with the generally accepted rules of the given business activity and after due consideration of the regulations in force as of the time of performing the engagement, unless agreed otherwise in writing. Any performance that is appropriate pursuant to the rules hereunder shall be regarded as contractual performance even if it yields results that are unfavourable for the Customer.

4. Performance Deadlines

The performance deadline envisaged in the Contract is determined on the basis of the data provided by the Customer. The performance deadlines are only binding upon TRIC if they are expressly accepted by TRIC as such in writing. TRIC shall only pay compensation for a failure to observe the performance deadline if the Customer has expressly communicated his interest in the observance of the deadline by no later than the execution of the Contract. The Customer's default in fulfilling his own obligations precludes TRIC's default at the same time.

5. The Rights and Obligations of the Parties

The Customer and any third parties acting on his behalf shall cooperate with TRIC in the interest of the provision of the services.

The Customer shall perform his own activities necessary for performance and have its helpers or cooperating third parties perform the same in a timely manner and free of charge.

The Customer shall make available all documentation, audit samples, information, communication channels, intermediates and aids etc. necessary for performance free of charge. The Customer's cooperation shall comply with the applicable laws, standards, security measures and accident prevention regulations at all times.

The Customer shall bear all additional expenses that result in a delay or repetition of the work due to the following:

- the provision of late, inaccurate or incomplete data
- non-contractual or irregular cooperation
- modifications at the Customer's initiative following the execution of the Contract.
- late, in appropriate or defective audit sample

Even in the case of a fixed or capped price, TRIC will be entitled to charge any extra expenses provided that such extra expenses are agreed with the Customer in advance, are necessary and reasonable and are duly documented in detail.
TRIC shall act in accordance with the Customer’s instructions, however, such instructions may not extend to the organisation of the work and may not render the performance of the Contract more cumbersome. Should the Customer give any unreasonable or unfeasible instructions, TRIC’s professionals shall warn the Customer about this. If, however, the Principal insists on the instructions despite such warning, TRIC may rescind the Contract.

If the services are to be provided at a location designated by the Customer, the Customer shall make such location available to TRIC in a suitable condition. TRIC may refuse to commence the work until the Customer complies with this obligation. If the Customer fails to comply with the aforementioned obligation within the reasonable deadline set by TRIC, TRIC may rescind the Contract and will be entitled to a penalty and may also claim damages. The amount of the penalty is provided for in Section 11 of these General Terms and Conditions of Contract.

6. Confidentiality

The Customer understands that TRIC may disclose information obtained in relation to its statutory or administrative reporting obligations and pertaining to the audit, review and certification process, and TRIC may provide information, documents etc. relating to the Contract entered into with the Customer and the subject matter thereof to the accreditation body or any other authority upon request of the latter. This shall include, in particular, information about the conduct of audits, the granting and withdrawal of permits, the licensing procedures, the certificates etc. as well as the events and actions directly or indirectly connected to the audited products and/or quality management systems in the course of the protection against exposure.

In all other respects, TRIC and the Customer shall treat all information obtained by them by virtue of the relationship between them as strictly confidential business secrets. TRIC and the Customer are liable to manage all facts, data and information obtained by them in relation to the Contract of Agency separately and in a way that no third party can have access to them. TRIC may make copies of the written documentation necessary for the performance of the engagement for its archives and may store the information received from the Customer electronically in a way that it is not accessible to third parties.

TRIC is liable to treat the personal data forwarded to it pursuant to the Contract of Agency in accordance with the laws on the protection of personal data, in particular Act LXIII of 1992.

7. Copyrights

TRIC shall remain the owner of all copyrights and shared copyrights associated with the expert opinions and audit results etc. prepared by TRIC. The Customer may only use the expert opinions and audit results etc. prepared within the framework of the engagement for the purposes specified in the Contract of Agency.

8. Acceptance of Performance

TRIC shall inform the Customer about the completion of the services and the Customer shall accept the same

– by signing the “Certificate of Performance” or

– by sending the documents of the services performed (audit protocol, certificate, license etc.) to the Customer by fax or registered mail.

In the event that TRIC’s services are severable, the Customer will also be liable to accept partial performance and will be subject to a payment obligation pro-rated to the value of the services performed from the date of acceptance. TRIC may submit each completed part of the severable services to the Customer for acceptance as partial performance. The person duly authorised to represent the Customer shall send the Certificate of Performance to TRIC without delay, but no later than within 8 days.

Should the Customer refuse to accept TRIC’s performance, he shall notify any complaints and the reasoning thereof in writing without delay but no later than within 8 days of receipt of the audit document or certificate etc. Where performance has been appropriate, the Customer may not raise complaints on the grounds that TRIC’s performance yielded unfavourable results.

If the Customer does not raise any written complaints, TRIC shall regard the performance to be accepted within 8 days. If the Customer accepts the performance while being aware of a breach of contract, it may reserve the right to enforce any claims arising out of such breach of contract by virtue of Section 316 of the Civil Code. In the case of a written complaint, the Parties shall endeavour to reach a mutually satisfactory agreement.

9. Terms of Payment

The engagement and other fees specified in the Contract of Agency shall be paid against an invoice, unless provided otherwise in the Contract of Agency.

The fee provided for in the Contract of Agency shall be due irrespective of whether or not TRIC’s appropriate performance yields results that are favourable for the Customer.

TRIC will be entitled to issue the invoice upon receipt of the Certificate of Performance or when performance shall be regarded as accepted pursuant to the provisions of Section 8 of these General Terms and Conditions of Contract.

No offsetting against the invoiced amount is allowed unless separately agreed in writing.

The Customer may file complaints against the invoice within 8 days of the receipt thereof.
In the event that TRIC undertakes to provide services to a Customer that has an overdue debt to TRIC, the latter will be entitled to perform the services in parts, provided that this is allowed by the nature of the services. TRIC may withhold the partial performances until the Customer pays the overdue debt to TRIC or until the Customer pays the consideration due for the work already delivered by TRIC.

In the event that the Customer hands over the Certificate of Performance to TRIC and files no complaints against TRIC’s performance, however, he fails to comply with the fee payment obligation within 15 days following the due date, TRIC shall have a right of lien over Customer’s assets that have been transferred to TRIC’s possession pursuant to the Contract of Agency as security for payment of the fee. The right of lien is established by a statement to that effect, which statement shall be sent by TRIC to the obligor of the lien.

In the event that the Customer fails to comply with his payment obligations by the due date, he shall also be liable to reimburse all costs incurred by TRIC in the course of the procedure for the collection of its rightful receivables.

In the event that the Customer only complies with his payment obligations after the due date, TRIC will be entitled to charge default interest in accordance with the provisions of the Civil Code in force from time to time.

In the event that the Customer provided inaccurate data, or conditions that are materially different from the ones applicable as of the date of signing the Contract of Agency exist at the time of performance, TRIC may modify its expenses in accordance with the actual data and may request reimbursement of such expenses or the amendment of the Contract of Agency accordingly.

10. Liability

TRIC only accepts liability for services performed pursuant to a written agreement.

TRIC’s obligation to pay compensation for any material and financial losses or damages caused in relation to the Contract of Agency may not exceed HUF 5 million, unless provided otherwise by applicable law or the rules of the given certification system. The above limitation of the compensation obligation shall not apply to cases resulting from intentional conduct, gross negligence or felony or if the life, bodily integrity or health of any person has been impaired.

In the event that TRIC’s Certification Organisation, at the Customer's request, prepares a plan or conducts a procedure containing technical or economic solutions that are not used or unknown in Hungary, the compensation obligation shall be limited to 10% of the engagement fee as per the Contract of Agency.

TRIC shall not be responsible for the actions of individuals appointed by the Customer as helpers in the course of the audit of the Customer’s products or the inspection of the equipment operated by the Customer, unless they are regarded by TRIC as its own aids. In the event that TRIC regards these individuals to be its own aids, it shall issue a written statement to that effect and in the absence of such written statement TRIC shall have no responsibility for any damage caused by such individuals. In the event that TRIC assumes no responsibility for the actions of the aids appointed by the Customer in accordance with the foregoing, the Customer shall also exempt and hold harmless TRIC from and against any third party claims in this regard.

TRIC shall only be responsible for the accuracy of the Customer’s services, data and drawings or any statements made by the Customer’s assigns or any loss or damage resulting therefrom if such data, drawings and/or statements have been approved by TRIC’s Certification Organisation in writing during the audit/certification procedure.

The term of limitation of the compensation obligation shall be governed by the Civil Code and other applicable laws.

TRIC reserves the right to involve (an) external professional(s) in the performance of its obligations under the Contract of Agency who shall have the same obligations as TRIC’s own employees; and TRIC shall have the same responsibility for the work of such external professional(s) as if it has been performed by itself.

TRIC only assumes responsibility for official statements and information published by the organisation in writing.

11. Termination of the Contract of Agency

The Contract of Agency shall terminate

- if terminated by the Parties’ mutual consent
- by withdrawal, if either Party may withdraw from the Contract of Agency under these General Terms and Conditions of Contract, the Contract of Agency or any applicable law
- by serving notice of termination by either Party
- by dissolution of either Party without a successor or by the death of a natural person Customer
- by loss of capacity of a natural person Customer
- if the engagement becomes objectless
- if the Contract of Agency is for a definite period, upon expiry of such definite period, and
- if a competent court orders the commencement of bankruptcy or liquidation proceedings against either Party.

If the Customer withdraws from the Contract of Agency or if TRIC’s withdrawal is due to a reason arising in the Customer's scope of responsibility, or if the reason for withdrawal is attributable to the Customer's conduct, TRIC shall be entitled to a penalty. The amount of the penalty shall be 10% of the fee specified in the Contract of Agency.

The Customer may not exercise his right of withdrawal under the Contract of Agency where he is unable to return the services received due to the nature of the services provided by TRIC. The Customer may terminate the Contract of Agency in
writing at any time with immediate effect, however, he is liable to provide the reasons for termination. In such cases, the Contract of Agency shall terminate as of the date on which TRIC is notified about the termination. Upon entry into force of the Customer's notice of termination, TRIC shall become entitled to the consideration for the already performed parts of the services as well as a penalty corresponding to 10% of the pro-rated part of the fee lost due to the termination of the Contract of Agency by the Customer, provided that such termination is not due to TRIC's fault. TRIC may take exception to the termination of the Contract of Agency within 15 days of the notification thereof and clarify the information indicated as the reason for termination.

In the case of a serious breach of contract by the Customer, TRIC may terminate the Contract of Agency in writing with immediate effect, however, it is liable to provide the reasons for termination. The Customer may take exception to the termination of the Contract of Agency within 15 days of the notification thereof and clarify the information indicated as the reason for termination. Even in the case of termination with immediate effect by TRIC, TRIC will be entitled to the consideration for the already performed parts of the services as well as a penalty corresponding to 10% of the pro-rated part of the fee lost. If, however, the Contract of Agency is terminated without good reason, the damage caused shall be compensated.

In the case of the termination of the Contract of Agency for any other reason, the Parties shall settle accounts with each other and TRIC will be entitled to the amount of the engagement fee pro-rated to its performance.

12. The Amendment of the Contract of Agency

The amendment of the Contract of Agency or the services included in the Order Confirmation constituting a part thereof or the use of any further services shall require a written agreement in all instances. The agreement shall contain the required or modified service and the applicable fee. The agreement shall be accepted by both Parties and shall be attached to the Contract of Agency.

TRIC may initiate the amendment of the Contract of Agency if changes occur in the conditions thereof that significantly affect the expenses incurred in relation to the provision of the services. In the event that the Customer rejects the documented, reasonable and necessary additional expenses and the amendment of the Contract of Agency without a good reason, TRIC will be entitled to refuse to perform the next phase of the services. Any resulting disadvantages shall be borne by the Customer.

TRIC will be entitled to initiate the amendment of the Contract of Agency if changes occur in the international standards applicable to its activities and/or the regulations of the Accreditation Bodies that affect the subject matter of the Contract of Agency.


The place of performance shall be the location where performance takes place according to the Contract of Agency and in all other cases, TRIC's registered office or site/branch office.

All amendments of and additions to the Contract of Agency, including the modification of a clause, shall be made in writing.

Should the terms and conditions or certain or some of the provisions of theContract of Agency become invalid, this shall not affect the validity of the other provisions. The invalid provision or partial provision shall be replaced by a provision that corresponds to the meaning and purpose of the invalid provision and is approved by the Parties in writing.

The Contracting Parties intend to settle any disputes primarily by negotiation and agreement, unless the Parties would not have entered into the Contract of Agency without the invalid provision.