

# SIQ GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

SIQ Ljubljana, Mašera-Spasičeva ulica 10, SI-1000 Ljubljana, Slovenia

## 1 VALIDITY OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are applicable to all business relationships between SIQ Ljubljana and customers of SIQ Ljubljana services, unless otherwise agreed in writing or specified in Special Terms and Conditions of individual SIQ Ljubljana departments.

In addition to the General terms and conditions for the provision of services (GN007), the following special terms and conditions additionally apply to specific SIQ Ljubljana services:

- Special terms and conditions for the provision of product testing and certification services (GN007-dT),
- Special terms and conditions for the provision of metrology services (GN007-dM),
- Special terms and conditions for the provision of training services (GN007-dZ).

## 2 PRICES AND EXPENSES

SIQ shall charge the applicant for the provided service and for the expenses associated with it.

The price for the service shall be defined on the basis of:

- a) the time needed for the provision of the service, taking into consideration the price per hour according to the SIQ Ljubljana price list or otherwise agreed price per hour; or
- b) the price for the service according to the SIQ Ljubljana price list or otherwise agreed price for the service.

The above stated price items are not inclusive of VAT, travel or transport expenses (e.g., posting and keeping of samples, posting of documentation, customs duties, transportation), or expenses associated with the work by third parties or with goods supplied by third parties.

The agreed price per hour or for a service shall be applied only if confirmed in writing. If a written agreement on the price does not exist, the prices defined in the SIQ Ljubljana price list shall be applied.

When the price for the service is calculated on the basis of the time spent, this is done after the service is completed, except in the case of a long-term project, when the calculation is done monthly for a previous month.

If the provision of the service requires a business trip, the hours spent on a business trip shall be included in the overall time needed to provide the service.

## 3 UNFORESEEN ADDITIONAL WORK OR REPETITIONS

In the case of unforeseen additional work or when the entire or part of the service need to be repeated due to the nature of the object of the service, the price shall be defined on the basis of a written agreement concluded between SIQ Ljubljana and the applicant (unforeseen additional work).

## 4 VALIDITY OF THE OFFER OR PRO-FORMA INVOICE

SIQ Ljubljana is bound by the offer for the period stated in the offer or pro-forma invoice. If the validity period is not stated there-in, it shall be considered that the validity period of the offer or pro-forma invoice is 30 days.

## 5 ORDER CONFIRMATION

The agreement on the provision of a service shall apply when either the applicant confirms in writing the valid SIQ Ljubljana offer or SIQ Ljubljana confirms the applicant's order in writing, or if the circumstances indicate that the order has been confirmed by SIQ Ljubljana, or the application form is signed by both parties.

## 6 CANCELLATION OR SUSPENSION OF THE ORDER

In the event of the cancellation of the order by the applicant, the applicant is liable to pay for the expenses of the work carried out prior to the cancellation and for any other expenses directly arising from the cancellation of the order itself.

A suspension of an order extending beyond a six-month period shall be considered as a cancellation of the order. The suspension of the order shall be deemed to commence on the day the applicant informs SIQ Ljubljana in writing of the suspension of the order. If SIQ Ljubljana is not informed of the suspension in writing, it shall be deemed that the suspension of the order commences on the day SIQ Ljubljana hands over or sends to the applicant a written statement of the suspension. An order shall be deemed suspended also if the applicant fails to respond to letters or messages sent by SIQ Ljubljana to the address stated in the applicant's order/application.

## 7 IMPRACTICABILITY OF A SERVICE

In the event SIQ Ljubljana cannot fulfil the order in its entirety due to the nature of the object of the testing / inspection / calibration / verification/audit (e.g., non-conforming product or system, defective measuring instrument etc.), it is entitled to the reimbursement of the expenses for the work already carried out.

## 8 USE OF DOCUMENTS

The applicant and third parties may use SIQ Ljubljana documents only for their intended purpose and in their entirety. SIQ Ljubljana may use the results/findings of its work purely for research purposes and to this end publish them without disclosing the identity of the applicant or product. SIQ Ljubljana shall not use the received applicant's documents or products other than for the intended purposes.

## 9 REPORTING, INFORMING

SIQ Ljubljana shall respect the principles of business confidentiality of data acquired during the service implementation procedures.

If the communication of confidential data is required by law, SIQ Ljubljana shall transmit confidential data to official supervisory authorities within the powers conferred to them by the state.

SIQ Ljubljana has the right to publish the information that the applicant's products were tested and certified by SIQ Ljubljana in SIQ Ljubljana publications, unless this is prohibited by the applicant in writing.

In the case several SIQ Ljubljana departments or laboratories need to be included in the implementation of the order, SIQ Ljubljana may issue separate reports and separate invoices.

## 10 PERSONAL DATA PROCESSING

Personal data obtained in the context of legitimate performance of activities (by means of web forms, business cards, demands, fairs, conferences, etc.) shall be used only for the purposes for which they have been collected. Personal data shall be used for e-mail information purposes on the basis of prior consent of the owner of the personal data or a legitimate interest. Since customer feedback is of great help to us in ensuring quality services, after the service has been provided, we invite the applicants to complete a questionnaire or provide their feedback. Completing a questionnaire is voluntary and does not require the applicant's consent.

Personal data processing is described in detail in General terms and conditions of personal data processing.

## **11 LIABILITY**

SIQ Ljubljana is liable to the applicant for the damage due to error. SIQ Ljubljana shall not be held responsible for the work not conducted by SIQ Ljubljana or without SIQ Ljubljana surveillance. SIQ Ljubljana shall not be liable for the damage due to the applicant's unintended use of testing/certification related solutions, research, data or statements. The applicant shall notify SIQ Ljubljana of the error in the effected order in 15 days from the date of the order fulfilment. The notification shall be deemed timely also in the event the applicant files a complaint due to error in 15 days after the issue of the invoice by SIQ Ljubljana.

## **12 FORCE MAJEURE**

SIQ Ljubljana shall not be liable for the damage caused by conditions that could not be prevented or avoided or by conditions beyond SIQ's control. The following events shall be considered as force majeure: wars, riots or other major upheaval, natural disasters (fire, floods and the like), unauthorised manifestations or demonstrations, administrative measures and other conditions laid down in applicable regulations.

## **13 DEADLINES**

A completion date depends on the complexity and scope of the order and available capacities at SIQ Ljubljana. The order completion date shall be agreed upon by the contracting parties when concluding the agreement. The order completion date period shall be calculated from the date on which all SIQ Ljubljana conditions for the provision of ordered services are fulfilled.

## **14 TERMS OF PAYMENT**

If SIQ and the applicant have not agreed on the payment of the invoice after the provision of the ordered services, the payment of the ordered services should be made in advance within the period stated on the issued pro-forma invoice. After the completion of the work, the expenses are re-evaluated. The applicant shall settle the debited amount within 15 days after the receipt of the invoice. If the advanced payment is too high, the overpayment shall be used for the settlement of subsequent orders, or refunded within 15 days after the receipt of the applicant's credit memo. The day when the amount is transferred to the SIQ Ljubljana bank account shall be considered as the day of payment. If the applicant disagrees with the amount charged, it shall settle the non-disputed amount and inform SIQ Ljubljana in writing of the reasons for the non-payment of the disputed amount. If the payment is not made by due date, SIQ Ljubljana may charge legitimate overdue interests. If the applicant fails to pay the interests, the paid amount shall serve to cover the interests first and then a part of the charged fee.

If not agreed otherwise, the applicant receives a report on the service provided and other issued documents after the payment of all outstanding liabilities.

## **15 WITHDRAWAL FROM A CONTRACT**

If it has been agreed that SIQ Ljubljana shall be the first to fulfil its obligations and the applicant's financial situation changes in such a way that it becomes precarious whether the applicant will be able to fulfil its financial obligations, SIQ Ljubljana may require from the applicant an advance payment of liabilities. If the applicant fails to do that within eight days from the issue of the request for advance payment, SIQ Ljubljana may withdraw from a contract.

## **16 DISPUTES, COMPLAINTS AND APPEALS**

Any disputes of professional-technical nature shall be settled in cooperation between the applicant's designated technical staff and SIQ Ljubljana. Disputes of professional-technical nature shall be settled according to the procedure laid down in the Rules of the Board of Certification Body. Any other disputes that cannot be settled in an amicable way shall be resolved by the competent court in Ljubljana. In all relationships, the legislation of the Republic of Slovenia shall be applied.

Complaints shall be treated in accordance with the documented procedure (SN029). Upon request, SIQ Ljubljana shall forward to the applicant a document describing the process of addressing complaints.

Appeals against the decisions of SIQ Ljubljana are addressed in accordance with the documented procedure CR105 – Appeals against decisions taken by Certification Commission, Notified Body and Inspection Body.

## **17 FINAL PROVISIONS**

Any issues not regulated with these Terms and Conditions shall be subject to the provisions of the applicable rules.

These General Terms and Conditions shall be binding only if submitted to the applicant before the agreement is concluded. SIQ Ljubljana shall submit these Terms and Conditions together with the offer or notification of the acceptance of the order. In the case of any subsequent business agreements, these Terms and Conditions shall not be again enclosed to the agreement, but it shall be deemed that the applicant is familiar with them.

In the case of any subsequent business agreements, the terms and conditions shall be submitted to the applicant only if changes have been introduced to them at some point between the previous and current business agreement with the applicant.

These Terms and Conditions are also published on [www.siq.si](http://www.siq.si).