

SPLOŠNI POGOJI POSLOVANJA ELPRO LEPENIK & Co. d.o.o., Laboratorij za kalibracije

ELPRO LEPENIK & Co. d.o.o., Laboratorij za kalibracije (v nadaljevanju laboratorij) deluje v sklopu družbe ELPRO LEPENIK & Co. d.o.o. (v nadaljevanju družba). S temi pogoji se urejajo medsebojne pravice in obveznosti laboratorija in odjemalca za tekoče in nemoteno poslovanje. Laboratorij izvaja kalibracijske storitve izključno pod temi pogoji. Posebna določila odjemalcev za laboratorij niso zavezujoča, tudi če jih ni izrecno zavrnil. Vsa odstopanja od splošnih pogojev stranki uredita pisno pred izvedbo kalibracije. Splošni pogoji so lahko sestavni del pogodb o sodelovanju; posamezna določila so lahko s pogodbo urejena drugače. Naročnik storitve se v teh splošnih pogojih imenuje odjemalec.

1. ZAUPANJE

Akreditacija je zaupanje. Laboratorij je akreditiran pri Slovenski akreditaciji (v nadaljevanju SA) s številko akreditacije LK-026 na področju kalibriranja (SIST EN ISO/IEC 17025), za katerega je SA podpisnica EA MLA sporazuma. Vsakokratna priloga k akreditacijski listini je javno objavljena na spletnih straneh laboratorija in spletnih straneh SA.

Osebe laboratorija je zavezano k varovanju lastniških pravic odjemalcev in vseh informacij, ki so za odjemalce zaupne.

2. ČAS ZA IZVEDBO STORITEV

Čas, potreben za izvedbo storitev, je odvisen od več dejavnikov, zato laboratorij v ponudbi ali potrditvi naročila poda predviden čas za izvedbo storitev, ki je lahko prekoračen zaradi nepredvidljivih dogodkov ali dodatnih del. Skladno z zahtevami SIST EN ISO/IEC 17025 morajo biti zahteve odjemalca pred izvedbo kalibracije ustrezno opredeljene, dokumentirane in razumljene ter usklajene z zmožnostmi laboratorija. Če storitev ni vnaprej dogovorjena ali odjemalec ni nedvoumno opredelil svojih zahtev, laboratorij s pričetkom izvedbe počaka do njihove uskladitve in potrditve s strani odjemalca. Dogovorjeni rok izvedbe se ustrezno podaljša za čas, potreben za uskladitev in pridobitev pisne potrditve odjemalca. Naknadne spremembe ali dopolnitve zahtev lahko vplivajo na rok izvedbe in ceno storitve.

3. CENE

Če ni s posebno pogodbo ali ponudbo urejeno drugače, veljajo cene po vsakokratno veljavnem ceniku laboratorija, **EXW Rogoza (Incoterms® 2020), brez DDV**, in ne vključujejo nepredvidenih dodatnih del, stroškov embalaže, pakiranja, transporta in zavarovanja. Laboratorij si pridržuje pravico do spremembe cen brez predhodnega obvestila kadarkoli v teku poslovnega leta, če se spremenijo pogoji, ki vplivajo na oblikovanje cen. Vse spremembe cen, ki odstopajo od prvotno dogovorjenih, odjemalec pisno potrdi pred izvedbo dodatnih oziroma spremenjenih storitev. Dogovorjeni rok izvedbe se ustrezno podaljša za čas, potreben za pridobitev pisne potrditve odjemalca.

Pri odpremi na lokacijo odjemalca laboratorij dodatno zaračuna stroške transporta, embalaže in pakiranja (glejte tudi točko 6). Transportno zavarovanje pošiljke ni vključeno v stroške odpreme in se izvede ter dodatno zaračuna samo, če ga odjemalec posebej naroči. Stroški transporta, embalaže in pakiranja se na računu združijo pod postavko ODPREMA ali se navedejo z drugim razumljivim terminom, ki nakazuje na te stroške. Višina stroškov je odvisna od teže in velikosti paketa. Strošek morebitnega transportnega zavarovanja je odvisen od zavarovane vrednosti pošiljke.

4. CERTIFIKAT O KALIBRACIJI

Odjemalec in tretje osebe (le če so stranka v postopku) smejo uporabljati in se sklicevati na Certifikat o kalibraciji skladno z namenom in le v celoti. Podani merilni rezultati izkazujejo stanje primerka za kalibracijo v času kalibracije in ne vsebujejo nikakršne napovedi o njegovi časovni stabilnosti.

Izvirnik Certifikata o kalibraciji je dokument v papirni obliki, ki je po izdelavi natisnjen in potrjen s predpisanimi podpisi odgovornosti. Za elektronsko posredovanje odjemalcu se izdelava optično prebrana kopija (sken) izvirnika v formatu PDF. Optično prebrana kopija se praviloma naloži na portal ELPRO LEPENIK B2B CERTIFIKATI, o čemer je odjemalec obveščen po elektronski pošti. V določenih primerih se lahko optično prebrana kopija posreduje tudi po elektronski pošti.

Odjemalci in uporabniki akreditirane kalibracije se ne smejo sklicevati na akreditacijo ali na sporazume ILAC MRA. V primeru ugotovljenega neupravičenega sklicevanja na akreditacijo je laboratorij dolžan ustrezno ukrepati s seznanitvijo SA in pozivom za odpravo kršitve ter zahtevkom za dokazilo o prenehanju neustrezne uporabe. Stroške laboratorija, ki bi nastali zaradi take neustrezne uporabe ali sklicevanja, v celoti krije odjemalec.

5. PLAČILNI POGOJI

Plačilni pogoji se določijo v ponudbi, naročilu ali medsebojni pogodbi, ob upoštevanju veljavnih predpisov in poslovnih pogojev odjemalca. Laboratorij lahko glede na bonitetno oceno odjemalca zahteva predplačilo. Če plačilni pogoji niso posebej dogovorjeni, veljajo plačilni pogoji, navedeni na izdanem računu. V primeru zapadlih neporavnanih obveznosti ima družba pravico zaračunati zakonske zamudne obresti ter zahtevati povračilo stroškov izterjave v skladu z veljavno zakonodajo. Laboratorij si pridržuje pravico, da z izvedbo novih storitev počaka do poravnave zapadlih obveznosti. Če z odjemalcem poteka medsebojni plačilni promet, lahko stranki v primeru nespornih in zapadlih obveznosti opravita medsebojni pobot, kot predvideva zakonodaja.

Odjemalec je dolžan plačati izvedene storitve ne glede na ugotovljene rezultate kalibracije, tudi če rezultati ne izpolnjujejo njegovih pričakovanj. V primeru prekinitve oziroma nezmožnosti dokončanja storitve se obračunajo že izvedeno delo in nastali stroški. Če odjemalec odstopi od naročila po začetku izvajanja storitve, je dolžan poravnati že izvedeno delo in vse do takrat nastale stroške.

6. EMBALAŽA, TRANSPORT, ZAVAROVANJE

Laboratorij odpremo primerkov za kalibracijo na lokacijo odjemalca praviloma izvaja preko pogodbene kurirske ali poštne službe oziroma drugače po navodilu odjemalca. Dostava se izvrši na sedež odjemalca oziroma na naslov, ki ga odjemalec jasno navede na naročilnici ali drugem dokumentu, posredovanem laboratoriju. Za nujne ali drugačne posebne načine dostave se stranki dogovorita posebej.

Laboratorij primerke za kalibracijo ob odpremi zapakira v osnovno transportno embalažo s polnilnim materialom za običajno zaščito med transportom. Če primerke zaradi svojih lastnosti zahteva posebno ali namensko transportno embalažo, jo zagotovi odjemalec oziroma se način pakiranja predhodno dogovori z laboratorijem. V/na paketu je dobavnica, račun pa se praviloma posreduje po elektronski pošti.

Primerki za kalibracijo so lahko transportno občutljivi. Odjemalec je odgovoren za ustrezno transportno zaščito primerka pri pošiljanju v laboratorij ter mora laboratorij opozoriti na morebitne posebne zahteve glede transporta, pakiranja in ravnanja s primerkom.

Laboratorij prevzame odgovornost za ravnanje s primerkom za kalibracijo ob njegovem fizičnem prevzemu od odjemalca, njegovega prenosnika ali prevoznika. Odgovornost laboratorija za ravnanje s primerkom preneha ob predaji primerka odjemalcu, njegovemu prenosniku ali prevozniku. V času, ko je primerke pod nadzorom laboratorija, laboratorij z njim ravna skrbno, strokovno, skladno z dokumentiranimi postopki in po načelu dobrega gospodarjenja. Laboratorij ne odgovarja za okvare, poškodbe ali spremembe lastnosti primerka, ki nastanejo kljub pravilnemu in strokovnemu ravnanju ter niso posledica ravnanja ali opustitve laboratorija.

Transportno zavarovanje ni vključeno v stroške odpreme. Ker imajo lahko primerki za kalibracijo višjo vrednost oziroma so transportno občutljivi, laboratorij odjemalcu priporoča ustrezno transportno zavarovanje pošiljke. Če odjemalec želi, da transportno zavarovanje ob odpremi uredi laboratorij, ga mora posebej naročiti; strošek zavarovanja se dodatno zaračuna. Vplivi transporta, ki jih laboratorij ne pozna in jih ne more ovrednotiti, niso vključeni v navedeno merilno negotovost. Transport lahko pri občutljivih primerkih vpliva na njihove meroslovne lastnosti in posledično na stanje primerka po transportu.

7. NAČIN NAROČILA, SPREJEM, IZVEDBA

Laboratorij praviloma sprejema pisna naročila, saj morajo biti zahteve odjemalca pred izvedbo kalibracije ustrezno opredeljene, dokumentirane in usklajene z zmožnostmi laboratorija. Pri pogodbenih odjemalcih je naročilnica lahko letna ali sprotna. Izjemoma je lahko naročilo sprejeto telefonsko ali osebno; dogovorjene zahteve se v tem primeru dokumentirajo v laboratorijskem delovnem nalogu in odjemalcu posredujejo v potrditev kot »Prejemnica« ali »Potrditev naročila«.

S predajo oziroma prevzemom primerka za kalibracijo in uskladitvijo zahtev odjemalec sproži izvedbo storitve. Laboratorij izvede storitev skladno z dogovorjenimi zahtevami, razen če se pojavijo neskladnosti ali nepredvidene okoliščine, zaradi katerih je treba izvajanje prekiniti oziroma storitve ni mogoče izvesti.

Če primerke za kalibracijo zahteva posebno ravnanje, mora odjemalec laboratorij na to opozoriti in najpozneje ob predaji primerka zagotoviti ustrezna pisna navodila. Laboratorij ne odgovarja za posledice posebnih lastnosti ali zahtev glede ravnanja s primerkom, o katerih pred izvedbo ni bil obveščen.

Laboratorij izvede storitev skladno z zahtevami, usklajenimi in potrjenimi pred pričetkom izvajanja kalibracije. Naknadne spremembe ali dopolnitve zahtev se obravnavajo kot sprememba naročila. Če vplivajo na že izvedeno delo, obseg ali način izvedbe, rok izvedbe ali zahtevajo dodatno delo, se z odjemalcem ponovno uskladijo ter se lahko dodatno zaračunajo.

8. KALIBRACIJE NA LOKACIJI ODJEMALCA

Za zagotavljanje varnih in ustreznih pogojev za izvedbo kalibracije, dostopnost ter nadzor na lokaciji izvajanja je odgovoren odjemalec. To vključuje odgovornost odjemalca za njegova merila, njihovo stanje, dostopnost ter pogoje njihove uporabe pred, med in po kalibraciji. Osebe laboratorija lahko poda strokovna priporočila glede ravnanja z merili, vendar ne prevzema lastniške, skrbniške ali varnostne odgovornosti za merila odjemalca. Osebe laboratorija z merili ravna skrbno, strokovno in v skladu z dokumentiranimi postopki ter po načelu dobrega gospodarjenja, v pogojih, ki jih na lokaciji zagotovi odjemalec.

Če laboratorij zaradi okoliščin na strani odjemalca ne more pričeti ali nadaljevati izvajanja storitev na lokaciji (npr. neustrezni ali nevarni pogoji, onemogočen dostop, odsotnost odgovorne osebe ali nepripravljenost meril oziroma opreme), se odjemalcu zaračuna dejanski čas čakanja kot delovna ura po veljavnem ceniku laboratorija.

Če osebje laboratorija pred ali med izvajanjem kalibracije zazna okoliščine, ki lahko ogrozijo varnost oseb, meril ali opreme oziroma ustreznost izvedbe kalibracije, izvajanja ne prične oziroma ga nemudoma prekine in o tem obvesti odjemalca. Če je razlog za čakanje, neizvedbo ali prekinitev na strani odjemalca, se mu zaračunajo že izvedeno delo, dejanski čas čakanja in nastali potni stroški.

9. REKLAMACIJE, POŠKODBE

Odjemalec/pritožnik lahko vloži reklamacijo/pritožbo v zvezi z izvajanjem laboratorijskih aktivnosti v pisni obliki, najkasneje v roku trideset (30) dni od izvedbe laboratorijskih aktivnosti. Dokument »**Reklamacijski zapisnik vloge**« je dostopen na spletni strani <https://elpro.si/laboratorij-za-kalibracije/splosni-pogoji-laboratorija/>. Dopustno je tudi, da pritožnik reklamacijo/pritožbo odda ustno oziroma telefonsko, vendar le za reklamacije, ki niso v povezavi z izvajanjem kalibracij. To so reklamacije sistemske narave, kot je nezadovoljstvo s postopkom, ravnanjem osebja ipd. V teh primerih lahko vlogo po navodilih pritožnika izpolni tudi osebje kakovosti.

Če obstaja sum, da je med transportom prišlo do poškodbe, je odjemalec dolžan o tem nemudoma obvestiti laboratorij in dostavno službo, ki je paket dostavila. Vidne poškodbe je treba preveriti takoj ob prejemu v prisotnosti osebja dostavne službe in shraniti ustrezna dokazila. Laboratorij ne odgovarja za okvare, poškodbe ali spremembe lastnosti primerka, ki nastanejo kljub pravilnemu in strokovnemu ravnanju ter niso posledica ravnanja ali opustitve laboratorija. Transportno tveganje in transportno zavarovanje se obravnavata v skladu s točko 6 teh splošnih pogojev. Pri delni reklamaciji zapadejo vse nereklamirane postavke v plačilo.

10. VIŠJA SILA, IZREDNE RAZMERE, NEUGODNE VREMENSKE RAZMERE

V primeru nastopa višje sile, izrednih razmer, stavk in drugih nepredvidenih dogodkov ali neugodnih vremenskih razmer, ki ne dopuščajo **del ali prevoza, se roki izvedbe** ustrezno podaljšajo za čas trajanja teh razmer, brez da bi za laboratorij nastali dodatni stroški. Laboratorij ne odgovarja za škodo, ki bi bila posledica takih okoliščin.

11. KRAJ IZPOLNITVE

Kot kraj izpolnitve pogodbenih obveznosti dobav in storitev šteje vsakokratni kraj dobave oziroma izvajanja storitve. Ravnanje s primerki za kalibracijo ter transport in transportno zavarovanje so urejeni v točki 6 teh splošnih pogojev.

12. SPREMEMBE

Laboratorij si pridržuje pravico do spremembe teh splošnih pogojev. Spremembe začnejo veljati z dnem objave na spletni strani laboratorija, razen če je določeno drugače. Pogodbene odjemalce laboratorij o spremembah splošnih pogojev obvesti.

13. KONČNE DOLOČBE

Z naročilom odjemalec izjavlja, da je seznanjen s temi splošnimi pogoji poslovanja in sprejema njihova določila.

Za vsa pravna razmerja med laboratorijem in odjemalcem se uporablja pravo Republike Slovenije. Za razmerja, ki jih ti splošni pogoji ne urejajo, se uporabljajo določbe Obligacijskega zakonika.

Stranki si prizadevata morebitne spore rešiti sporazumno in v dobri veri. Če sporazumna rešitev ni mogoča, je za reševanje sporov pristojno sodišče v Mariboru.

GENERAL TERMS AND CONDITIONS OF ELPRO LEPENIK & Co. d.o.o., Calibration Laboratory

ELPRO LEPENIK & Co. d.o.o., Calibration Laboratory (hereinafter: the Laboratory) operates as part of ELPRO LEPENIK & Co. d.o.o. (hereinafter: the Company). These General Terms and Conditions govern the mutual rights and obligations of the Laboratory and the customer to ensure smooth and uninterrupted business operations.

The Laboratory provides calibration services exclusively under these General Terms and Conditions. Any special terms and conditions of the customer shall not be binding on the Laboratory, even if the Laboratory has not expressly rejected them. Any deviations from these General Terms and Conditions shall be agreed by the parties in writing prior to the performance of the calibration.

These General Terms and Conditions may form an integral part of cooperation agreements; individual provisions may be regulated differently by contract. The party ordering the service is referred to as the customer in these General Terms and Conditions.

1. TRUST

Accreditation is trust. The Laboratory is accredited by **Slovenian Accreditation (SA)** under accreditation number **LK-026** in the field of calibration (SIST EN ISO/IEC 17025), for which SA is a signatory to the EA MLA. The current Annex to the Accreditation Certificate is publicly available on the websites of the Laboratory and SA.

Laboratory personnel are committed to protecting customers' proprietary rights and all information that is confidential to customers.

2. TIME REQUIRED FOR THE PERFORMANCE OF SERVICES

The time required to perform services depends on several factors. Therefore, in its quotation or order confirmation, the Laboratory provides an estimated time for the performance of services, which may be exceeded due to unforeseen events or additional work.

In accordance with the requirements of SIST EN ISO/IEC 17025, the customer's requirements shall be adequately defined, documented and understood prior to calibration and aligned with the capabilities of the Laboratory. If the service has not been agreed in advance or the customer has not clearly specified its requirements, the Laboratory shall not commence the service until the requirements have been clarified, agreed and confirmed by the customer.

The agreed completion time shall be extended accordingly by the time required to clarify the requirements and obtain the customer's written confirmation. Subsequent changes or additions to the requirements may affect the completion time and the price of the service.

3. PRICES

Unless otherwise stipulated in a specific contract or quotation, the prices according to the Laboratory's price list in force at the relevant time shall apply, **EXW Rogoza (Incoterms® 2020)**, excluding VAT, and shall not include unforeseen additional work or the costs of packaging, packing, transport and insurance.

The Laboratory reserves the right to change its prices without prior notice at any time during the business year if the conditions affecting price formation change. Any price changes that deviate from those originally agreed shall be confirmed in writing by the customer before additional or modified services are performed. The agreed completion time shall be extended accordingly by the time required to obtain the customer's written confirmation.

When dispatching calibration items to the customer's location, the Laboratory shall additionally charge the costs of transport, packaging and packing (see also Section 6). Transport insurance is not included in the dispatch costs and shall only be arranged and additionally charged if specifically requested by the customer.

The costs of transport, packaging and packing shall be combined on the invoice under the item DELIVERY or stated under another clear description indicating such costs. The amount of these costs depends on the weight and size of the package. The cost of any transport insurance depends on the insured value of the shipment.

4. CALIBRATION CERTIFICATE

The customer and third parties (only if they are a party to the procedure) may use and refer to the Calibration Certificate only for its intended purpose and only in its entirety. The reported measurement results represent the condition of the calibration item at the time of calibration and do not provide any prediction of its stability over time.

*The original Calibration Certificate is a paper document which, once prepared, is printed and approved with the prescribed signatures of responsibility. For electronic delivery to the customer, a scanned copy of the original is created in PDF format. The scanned copy is normally uploaded to the **ELPRO LEPENIK B2B CERTIFICATES portal**, and the customer is notified by e-mail. In certain cases, the scanned copy may also be sent by e-mail.*

Customers and users of accredited calibration services shall not refer to the accreditation or to the ILAC MRA. If any unauthorised reference to accreditation is identified, the Laboratory shall take appropriate action by informing SA, requesting that the infringement be remedied and requiring evidence that the improper use has ceased. Any costs incurred by the Laboratory as a result of such improper use or reference shall be borne in full by the customer.

5. PAYMENT TERMS

Payment terms shall be specified in the quotation, order or mutual agreement, taking into account applicable regulations and the customer's business terms. The Laboratory may require advance payment depending on the customer's credit rating. If payment terms have not been specifically agreed, the payment terms stated on the issued invoice shall apply.

In the event of overdue unpaid obligations, the Company shall be entitled to charge statutory default interest and claim reimbursement of debt recovery costs in accordance with applicable legislation. The Laboratory reserves the right to postpone the performance of new services until all overdue obligations have been settled.

Where there are mutual payment obligations between the parties, the parties may set off undisputed and due claims in accordance with applicable legislation.

The customer shall pay for services performed irrespective of the calibration results obtained, even if the results do not meet the customer's expectations. If a service is interrupted or cannot be completed, the work already performed and the costs incurred shall be charged. If the customer cancels the order after performance of the service has commenced, the customer shall pay for the work already performed and all costs incurred up to that time.

6. PACKAGING, TRANSPORT AND INSURANCE

The Laboratory normally dispatches calibration items to the customer's location via its contracted courier or postal service, or otherwise in accordance with the customer's instructions. Delivery shall be made to the customer's registered address or to another address clearly specified by the customer in the purchase order or another document submitted to the Laboratory. Urgent or other special delivery arrangements shall be agreed separately between the parties.

When dispatching calibration items, the Laboratory packs them in basic transport packaging with filling material providing normal protection during transport. If, due to its characteristics, an item requires special or dedicated transport packaging, such packaging shall be provided by the customer or the method of packing shall be agreed with the Laboratory in advance. A delivery note is included in or attached to the package, while the invoice is normally sent by e-mail.

Calibration items may be sensitive to transport. The customer is responsible for ensuring adequate transport protection of the item when sending it to the Laboratory and shall inform the Laboratory of any special requirements regarding transport, packaging and handling of the item.

The Laboratory assumes responsibility for the handling of a calibration item upon its physical receipt from the customer, the customer's representative or the carrier. The Laboratory's responsibility for handling the item ends upon handover of the item to the customer, the customer's representative or the carrier.

While the item is under the Laboratory's control, the Laboratory shall handle it with due care, professionally, in accordance with documented procedures and in accordance with the principles of prudent management. The Laboratory shall not be liable for malfunctions, damage or changes in the characteristics of an item that occur despite correct and professional handling and are not caused by an act or omission of the Laboratory.

Transport insurance is not included in the dispatch costs. Since calibration items may be of considerable value or sensitive to transport, the Laboratory recommends that the customer arrange appropriate transport insurance for the shipment. If the customer wishes the Laboratory to arrange transport insurance upon dispatch, this must be specifically requested; the cost of insurance shall be charged additionally.

Transport effects that are unknown to the Laboratory and cannot be evaluated by the Laboratory are not included in the stated measurement uncertainty. Transport may affect the metrological characteristics of sensitive items and consequently their condition after transport.

7. ORDERING, RECEIPT AND PERFORMANCE

The Laboratory normally accepts written orders, as the customer's requirements shall be adequately defined, documented and aligned with the Laboratory's capabilities prior to calibration. For contractual customers, a purchase order may be issued annually or on an individual basis.

Exceptionally, an order may be accepted by telephone or in person; in such cases, the agreed requirements shall be documented in the Laboratory work order and sent to the customer for confirmation in the form of a "Receipt Confirmation" or "Order Confirmation".

By handing over or upon receipt of the calibration item and after the requirements have been agreed, the customer initiates the performance of the service.

The Laboratory shall perform the service in accordance with the agreed requirements unless nonconformities or unforeseen circumstances arise which require the work to be interrupted or make performance of the service impossible.

If a calibration item requires special handling, the customer shall inform the Laboratory accordingly and provide appropriate written instructions no later than upon handover of the item. The Laboratory shall not be liable for consequences arising from special characteristics of the item or handling requirements of which it was not informed prior to performance.

The Laboratory shall perform the service in accordance with the requirements agreed and confirmed prior to the commencement of calibration. Subsequent changes or additions to the requirements shall be treated as a change to the order. If such changes affect work already performed, the scope or method of performance, the completion time or require additional work, they shall be agreed again with the customer and may be charged additionally.

8. CALIBRATIONS AT THE CUSTOMER'S SITE

The customer is responsible for ensuring safe and suitable conditions for calibration, accessibility and control at the location where the service is performed. This includes the customer's responsibility for its measuring instruments, their condition, accessibility and the conditions of their use before, during and after calibration.

Laboratory personnel may provide professional recommendations regarding the handling of measuring instruments but do not assume ownership, custodial or safety responsibility for the customer's measuring instruments. Laboratory personnel shall handle the instruments with due care and professionally, in accordance with documented procedures and the principles of prudent management, under the conditions provided by the customer at the site.

If the Laboratory is unable to commence or continue the service at the customer's site due to circumstances attributable to the customer (e.g. unsuitable or unsafe conditions, lack of access, absence of a responsible person, or measuring instruments or equipment not being ready), the customer shall be charged for the actual waiting time as working hours according to the Laboratory's applicable price list.

If, before or during calibration, Laboratory personnel identify circumstances that may endanger the safety of persons, measuring instruments or equipment, or the suitability of the calibration, they shall not commence the work or shall immediately interrupt it and inform the customer. If the reason for waiting, non-performance or interruption is attributable to the customer, the customer shall be charged for work already performed, actual waiting time and travel costs incurred.

9. COMPLAINTS AND DAMAGE

The customer/complainant may submit a complaint concerning the performance of laboratory activities in writing no later than thirty (30) days after the laboratory activities have been performed.

The **"Complaint Record – Application"** document is available on the Laboratory's website. A complaint may also be submitted orally or by telephone, but only where it is not related to the performance of calibration activities. Such complaints are of a systemic nature, for example dissatisfaction with a procedure, the conduct of personnel or similar matters. In such cases, Quality personnel may complete the application on the complainant's instructions.

If damage is suspected to have occurred during transport, the customer shall immediately notify the Laboratory and the delivery service that delivered the package. Visible damage shall be inspected immediately upon receipt in the presence of delivery service personnel and appropriate evidence shall be retained.

The Laboratory shall not be liable for malfunctions, damage or changes in the characteristics of an item that occur despite correct and professional handling and are not caused by an act or omission of the Laboratory. Transport risk and transport insurance shall be governed by Section 6 of these General Terms and Conditions.

In the event of a partial complaint, all items not subject to the complaint shall become due for payment.

10. FORCE MAJEURE, EMERGENCY SITUATIONS AND ADVERSE WEATHER CONDITIONS

In the event of force majeure, emergency situations, strikes and other unforeseen events or adverse weather conditions that prevent work or transport, the completion times shall be extended accordingly for the duration of such circumstances without additional costs being incurred by the Laboratory.

The Laboratory shall not be liable for damage resulting from such circumstances.

11. PLACE OF PERFORMANCE

The respective place of delivery or performance of the service shall be deemed the place of performance of contractual obligations relating to deliveries and services.

The handling of calibration items, transport and transport insurance are governed by Section 6 of these General Terms and Conditions.

12. AMENDMENTS

The Laboratory reserves the right to amend these General Terms and Conditions. Amendments shall enter into force on the date of publication on the Laboratory's website unless otherwise specified.

The Laboratory shall notify contractual customers of amendments to these General Terms and Conditions.

13. FINAL PROVISIONS

By placing an order, the customer declares that it is familiar with these General Terms and Conditions and accepts their provisions.

All legal relationships between the Laboratory and the customer shall be governed by the **law of the Republic of Slovenia**. Matters not governed by these General Terms and Conditions shall be subject to the provisions of the **Obligations Code of the Republic of Slovenia**.

The parties shall endeavour to resolve any disputes amicably and in good faith. If an amicable resolution cannot be reached, the court in Maribor shall have jurisdiction to resolve the dispute.

This English version is a translation of the original Slovenian version. In the event of any discrepancy or difference in interpretation, the Slovenian version shall prevail.