



# GENERAL TERMS AND CONDITIONS

## 1. RECITALS

- 1.1. These General Terms and Conditions (the "**GTC**") shall govern legal relationships between IAA SK, s.r.o., a company having its registered office at Lichardova 8508/34, 010 01 Žilina, Company ID: 50 180 886, VAT ID: SK 2120200071, registered in the Commercial Register of Žilina District Court, Section: Sro, Insert No. 65069/L, as seller (the "**IAA SK**" or "**Provider**") and any legal person or natural person - entrepreneur receiving the services from IAA SK under these GTC (the "**Customer**").
- 1.2. The legal relationships between IAA SK and the Customer shall be governed by these GTC and by a contract concluded by and between the Customer and IAA SK on the basis of these GTC (the "**Implementation Contract**") and, unless otherwise specified in those documents, shall be governed by general binding rules of the Slovak Republic, in particular by Act No. 513/1991 Coll., the Commercial Code, as amended.
- 1.3. The Implementation Contract concluded by and between IAA SK and the Customer may lay down respective rights and obligations of the Parties which derogate from these GTC. In case of conflicts between the arrangements so concluded by the Parties, the provisions of the Implementation Contract shall apply.
- 1.4. IAA SK reserves the right to modify these GTC. The obligation to notify in writing any changes to these GTC shall be deemed satisfied by the publication thereof on IAA SK's website [www.iaa.sk](http://www.iaa.sk).
- 1.5. These GTC are published on the website [www.iaa.sk](http://www.iaa.sk)

## 2. GENERAL CONDITIONS

- 2.1. IAA SK undertakes to provide the Customer with training services, consulting services and audition services within the scope specified in a submitted Quotation and during the period referred to in the Quotation (the "**Services**").
- 2.2. The Customer undertakes to pay the agreed remuneration for these Services, provided for in the IAA SK Quotation.
- 2.3. The contractual relationship - Implementation Contract shall be deemed concluded:
  - a) on the date of signature of the IAA SK Quotation containing a reference to these GTC by both Parties,
  - b) upon delivery of the Customer's own order placed in terms of the IAA SK Quotation containing a reference to these GTC, or
  - c) upon e-mail confirmation of the IAA SK Quotation containing a reference to these GTC.





### **3. SCOPE OF SERVICES PROVIDED AND OBLIGATIONS OF IAA SK**

- 3.1. IAA SK shall provide training, consulting and auditing Services relating to quality systems and tools.
- 3.2. Trainings shall reflect the content of official manuals, with specific requirements of individual automotive customers included in the training according to the agreement with the Customer.
- 3.3. Each training participant shall receive handouts for personal needs.
- 3.4. The Quotation shall include a free one-year consulting on the application of training tools in practice. The consulting period shall run from the date of implementation of the Services at the Customer's site.
- 3.5. Upon completion of the training, a final exit test shall be taken and passed in order to obtain a certificate (required examination pass mark over 60%).
- 3.6. In order to maintain the required interactivity, the number of participants simultaneously present at the training or consulting session is limited to 12 persons. Any eventual increase in the number of participants shall be possible only after prior agreement with the Provider.
- 3.7. The Provider shall use its experience and knowledge in order to provide the Customer with the Services described above. The Services shall be provided within the agreed time schedule and on the agreed terms.
- 3.8. The Provider shall be fully responsible for all its recommendations and early warnings about the consequences of non-compliance. However, the Provider shall not be responsible for eventual consequences and associated damage and costs in cases where the Customer does not accept these recommendations.

### **4. SERVICE IMPLEMENTATION - PLACE AND DATE OF PROVISION OF SERVICES**

- 4.1. Unless otherwise agreed, the IAA SK Quotation shall be deemed calculated for the Services provided in the territory of the Slovak Republic, with the place of implementation being the registered office of the Customer.
- 4.2. Any eventual change in the place and date of provision of a service shall be possible by mutual agreement and consent.
- 4.3. Unless otherwise agreed, the IAA SK Quotation shall be framework by default for all types of Services, with the date of provision thereof being subsequently specified by mutual agreement and confirmed by e-mail.





## 5. OBLIGATIONS OF THE CUSTOMER

- 5.1. The Customer shall provide the Provider with a suitable desk, chair, access to the Internet (where required by the Provider) and suitable premises for conducting trainings and workshops.
- 5.2. The Customer shall provide the Provider with the information and assistance required for the project / training.
- 5.3. The entire documentation eventually related to the project / training shall remain the property of the Customer. IAA SK shall transmit the documentation at the latest on termination of the cooperation.

## 6. PRICE, TERMS OF PAYMENT AND CANCELLATION FEE

- 6.1. All Provider's prices are indicated exclusive of VAT. The price shall always be increased by the corresponding value added tax (VAT) at the rate laid down by the relevant legislation. The prices shall always be valid until the end of the calendar year, unless the Quotation provides otherwise.
- 6.2. Invoicing shall be carried out on a monthly basis, once per calendar month, with the invoice being issued in respect of the Services provided in the calendar month concerned and giving an overview of performed Services (Billable). In the event of the Customer's disagreement with the invoice issued by IAA SK, the Customer shall notify IAA SK within seven calendar days of receipt thereof.
- 6.3. Invoice payment terms shall be 30 days from the invoice date.
- 6.4. Where IAA SK's invoices are not paid by the due date, a first reminder shall be sent by e-mail. A second reminder shall be sent by registered letter. Where the payment is not made within 14 days of receipt of the second reminder, IAA SK shall be entitled to claim late payment interest under the Commercial Code of the Slovak Republic, at the rate of 0,05% for each day of delay after the initial due date.
- 6.5. The invoice shall contain particulars of a tax document:
  - a) Business name IAA SK, address of registered office, Company ID, VAT ID and the information concerning a valid registration with the commercial register.
  - b) Name of the bank of IAA SK and IBAN of the latter's account.
  - c) Where an invoice is not paid due to an irregularity committed by IAA SK, the latter shall not have discretion to suspend the provision of contractual Services.
- 6.6. Where the Customer cancels the training, consultation or audit less than 5 days before the agreed date of the training, consultation or audit, the Customer shall pay a contractual penalty of 50% of the price of the respective service that has been cancelled (elsewhere referred to as the "**Cancellation Fee**"). The Provider shall be entitled to unilaterally offset





the Cancellation Fee against an advance payment made by the Customer or against any other payable to the Customer.

## **7. Article VIII. CONFIDENTIALITY**

7.1. IAA SK shall be under an obligation of confidentiality. IAA SK shall not, without the prior written consent of the Customer, disclose to third parties or otherwise use the agreed Services defined in the Quotation. IAA SK shall also be required not to disclose data produced, developed, used and/or designed by itself during the provision of Services.

The above technical data and information shall only be disclosed to those persons whose duties require such disclosure and who ensure that the employees or members of staff do not disclose the technical information and data to unauthorised third parties.

7.2. This contractual arrangement shall not preclude the disclosure by IAA SK of the information and data:

- a) received with the right to disclose them subject to the prior consent for the Customer.
- b) that are or will later become generally known (otherwise than by a breach of confidentiality).

## **8. JURISDICTION**

8.1. These GTC, the Implementation Contract as well as the contractual relationship between the Customer and the Provider shall be governed by the laws of the Slovak Republic. Any dispute or litigation arising out of the GTC, Implementation Contract and contractual relationship shall be heard and settled by the courts of the Slovak Republic, i. e. only the courts of the Slovak Republic shall have jurisdiction.

## **9. EFFECTIVENESS AND TERMINATION CLAUSE**

9.1. The contractual relationship - Implementation Contract shall enter into force and take effect as provided for in point 2.3. hereof.

9.2. The Implementation Contract may be terminated by giving a written 2 weeks' notice running from receipt of the notice.

9.3. Where either Party repeatedly fails to comply or refuses to comply with the obligations set out in these GTC, such breach entitles the other Party to terminate the Contract, with the termination taking effect upon delivery of the termination notice to the Party that has breached its obligation.





## 10. FINAL PROVISIONS

10.1. By concluding the Implementation Contract for the provision of Services as provided for in point 2.3. hereof, the Customer accepts these GTC which, together with the IAA SK Quotation, contain a full agreement between the Parties and may not be amended or supplemented otherwise than by means of amendments or addenda made in paper form or mutually agreed by e-mail.

10.2. By accepting the IAA SK Quotation together with these GTC, the two Parties confirm the authenticity of the contractual relationship. The Parties declare that they have read and acknowledged the terms thereof on the basis of correct and accurate information and that they are entering into the contractual relationship of their own free will, without duress and under no unilaterally favourable conditions.

**These General Terms and Conditions enter into force and take effect on 01/01/2021.**

