

Terms and Conditions

TÜV AUSTRIA ALBANIA



1. Application

Any agreement - contract concluded between TÜV AUSTRIA ALBANIA and its clients (customers) must be drawn up in accordance with these Terms and Conditions. The Terms and Conditions entered into will apply - until revoked by TÜV AUSTRIA ALBANIA - to any future contractual agreements. Any existing Purchasing Terms and Conditions of Cooperation of the Employer, if any, are hereby excluded and shall not apply throughout the duration of this business relationship. To the extent that agreements are concluded with consumers under the terms of the Law "For the Consumers Protection" (Law Nr. 9902, date 17.4.2008, updated), the provisions of the Law shall prevail over these General Terms and Conditions.

2. Price/Tender Tables

Unless otherwise agreed in writing, the tables of prices/fees/tenders issued by TÜV AUSTRIA ALBANIA are subject to change and are not binding. A mutually binding agreement will only come into effect upon receipt by the Ordering Party of a written confirmation of the order from TÜV AUSTRIA or commencement of services by TÜV AUSTRIA ALBANIA. Changes and additions to the agreement must be made in writing. The same shall also apply to any agreement waiving the requirement for written amendments. Verbal information, subsidiary arrangements and undertakings by partners or employees of TÜV AUSTRIA ALBANIA at any stage of the contractual process are only binding if confirmed in writing.

3. Geographical application

The described charges/fees are applicable for services provided both in ALBANIA and in any other country where, under contract, services are provided by TÜV AUSTRIA ALBANIA.

4. Implementation of the Agreement

- 4.1. TÜV AUSTRIA ALBANIA is responsible to provide services only as expressly specified in the contract, and which services shall be provided in accordance with generally recognized technical regulations. TÜV AUSTRIA ALBANIA is not responsible for the correctness of the laws, guidelines, and standards on which the agreements are based.
- 4.2. Upon conclusion of the contract, the volume of orders shall be specified in writing. If, during the proper implementation of the contract, changes, or overruns in the agreed volume of the contract are required, TÜV AUSTRIA ALBANIA is entitled to carry them out on the basis of the Terms and Conditions in question, even without written notice, provided that the last agreed charges do not exceed 15%. If the modification exceeds 15%, then these must be agreed in writing before the additional services are provided. If the modified contractual volume increases the last agreed charges by more than 50%, the Client shall be entitled to withdraw from the contract within three days from the notification of the new charges. However, the Client must pay for the services already provided in accordance with the agreed amount.
- 4.3. TÜV AUSTRIA ALBANIA is not responsible for the correct operation and functionality of the objects inspected exclusively for technical safety, unless expressly stated in the contract. In particular, the design, selection of materials and construction of equipment and installations are subject to inspection only if the contract provides for such services. The same applies to safety programs or safety regulations.
- 4.4. Upon conclusion of the agreement, the Contracting Authority shall provide TÜV AUSTRIA ALBANIA with all required documents, such as studies, drawings, calculations and certifications, obtain any authorizations and permits that may be required, provide information related to the contract at any time and, prior to the commencement of the execution of the order, carry out the necessary preparations to make the object of the inspection accessible. The Client undertakes to make all reasonable efforts in a timely manner to provide the required documents or authorizations. If the Client fails to fulfil these obligations despite the deadline set by

TÜV AUSTRIA ALBANIA, the contract shall be revoked after the expiry of the set deadline. In this case, TÜV AUSTRIA ALBANIA shall be entitled to claim damages for non-performance.

- 4.5. TÜV AUSTRIA ALBANIA is not obliged to verify the correctness of the documents provided as a basis for the inspection-check or the accuracy/correctness of the oral statements provided by the Client or its employees but assumes the accuracy and correctness of this information.
- 4.6. TÜV AUSTRIA ALBANIA is entitled to determine the method and type of inspection - audit, at its discretion, based on professional criteria.
- 4.7. TÜV AUSTRIA ALBANIA is entitled to make copies of the provided documents and keep them in its archives and to store the data - information of the Client and the data resulting from the business transactions for its own purposes in an electronic data processing facility. In accordance with clause 10 of the Terms and Conditions, the Client must give its express consent.
- 4.8. TÜV AUSTRIA ALBANIA provides the service, unless otherwise agreed in individual cases, with one employee per area of expertise. Any assistance required or useful for the fulfilment of the order will be provided to TÜV AUSTRIA ALBANIA by the Client or a third party on behalf of the Client, free of charge. The Client undertakes to make every effort to provide the required or useful assistance. In providing such assistance, the Client shall monitor and comply with the applicable legislation, in particular in the field of protection of employee-employees.
- 4.9. The Client/Customer allows the Accreditation Body to supervise and monitor (control) the conformity assessment activities covered by a contract with TÜV AUSTRIA ALBANIA.

5. Terms and Deadlines/Delays

- 5.1. The terms and deadlines set out in the contract are based on an estimate of the volume of work, based on the information provided by the Client. These deadlines become binding only when they are expressly designated as "binding" in writing by TÜV AUSTRIA ALBANIA. Any delays do not entitle the Client to claim compensation without (other) legal basis.
- 5.2. The terms defined as binding shall commence upon full agreement in all parties to the contract and with respect to all terms of the services provided and shall end upon completion of the services provided by TÜV AUSTRIA ALBANIA. They shall cease to be binding when the Client defaults on its obligations under the applicable provisions of the Terms and Conditions, in particular with regard to clauses 4.4. and 4.8, for any reason whatsoever.
- 5.3. If the fulfilment of the contract is delayed due to circumstances for which TÜV AUSTRIA ALBANIA is not responsible (e.g., operational disturbances, strikes, force majeure, transport obstacles, etc.), TÜV AUSTRIA ALBANIA is entitled, except for guarantees, the cancellation due to errors and/or claims for damages, either to withdraw from the contract or to extend the deadline for a reasonable period of time. This also applies when the events occur at a time when TÜV AUSTRIA ALBANIA is already in default. TÜV AUSTRIA ALBANIA shall notify the Client of the above in good time. In case of withdrawal from the contract, TÜV AUSTRIA ALBANIA is entitled to charge the Client for the partial services provided up to that time, at the agreed prices.

6. Payment terms

- 6.1. The services are charged according to the offers, price lists and etc. in force at the time of the conclusion of the contract. If the provision of services extends over a period of more than one year or if the services are recurring, the services shall be charged according to the prices in force at the time when individual services are provided.
- 6.2. If TÜV AUSTRIA ALBANIA provides services for a period exceeding 4 weeks, TÜV AUSTRIA ALBANIA is entitled to issue monthly invoices for partial provision of services. Partial and full payment of invoices shall be made immediately

Terms and Conditions

TÜV AUSTRIA ALBANIA



and without deductions upon receipt of the invoice, stating the invoice and client numbers, unless otherwise agreed in the contract.

- 6.3. Objections to the issued invoices shall be made and documented in writing within a period of two (2) weeks from the receipt of the invoice, failing which, the invoice shall be deemed accepted.
- 6.4. The Client is not entitled to set off claims of any kind, unless they have been confirmed in a legally binding manner by a court or acknowledged in writing by TÜV AUSTRIA ALBANIA.
- 6.5. In the event of a default of payment, even if only one item is outstanding, all outstanding claims - including those from other agreements and regardless of any different payment terms - shall become immediately due and payable and TÜV AUSTRIA ALBANIA may choose to request immediate payment of the outstanding claims and suspend the performance of the contract, pending receipt of such payment, or else withdraw from the contract without notice and claim compensation for damages due to non-performance. Default of payment entitles TÜV AUSTRIA ALBANIA to charge annually overdue interest for late payments, as determined by the Bank of Greece, as well as to charge the service costs of the defaulting parties.
- 6.6. In addition, the Client undertakes to compensate TÜV AUSTRIA ALBANIA for costs and expenses incurred as a matter of fact due to the breach of the payment promise and reasonably required for the assertion of its legal rights. This includes, without prejudice to the obligations to pay court costs, in particular out-of-court costs, procedural costs, the costs and fees of a debt collection agency (in accordance with the terms of compensation for debt collection agencies), as well as the costs of the lawyers involved, up to the amount that these costs are deemed appropriate and necessary.
- 6.7. In case of doubt, the prices do not include the statutory rate of value added tax, for which the Client is liable at the applicable rate.
- 6.8. More than one contracting party are jointly, severally and severally liable.
- 6.9. TÜV AUSTRIA ALBANIA is also entitled to send the invoices to the Client in electronic form. The Client expressly consents to the sending of invoices in electronic form by TÜV AUSTRIA ALBANIA.

7. Guarantees

- 7.1. If the Principal is not a consumer in accordance with the Law "For the Consumers Protection" (Law Nr. 9902, date 17.4.2008, updated) (Government Gazette FZ nr. 61/2008), as it is valid and codified by virtue of Ministerial Decision 5338/17-01-2018 (OFFICIAL GAZETTE B' 40), after the completion of the Agreement, they will examine the works or services of TÜV AUSTRIA ALBANIA without delay and will certify in writing, without delay, and in any case no later than seven (7) calendar days from the day following the submission of the expert opinion or the inspection report or equivalent report, any defects identified or feasible to be identified, otherwise any liability of TÜV AUSTRIA ALBANIA is excluded. Any hidden defects, immediately upon discovery, must be declared as rejected in writing, without delay, no later than seven (7) calendar days after discovery, and in any case within the warranty period. Notifications of defects shall not entitle the Client to withhold payment of the invoiced amounts in whole or in part.
- 7.2. The claims of the Client under the warranty shall be limited, at the option of TÜV AUSTRIA, to repair or replacement. TÜV AUSTRIA ALBANIA shall be entitled to make two attempts at repair or replacement. If the repair or replacement attempts are not successful within a reasonable time or if the repair or replacement is not economically feasible, the Client is entitled to a modification of the contract or a reduction of the price. Contract modification due to non-material (intangible) irreparable defects is excluded. In this case, an appropriate price reduction shall be made.

- 7.3. The Client's claims under the guarantee - even for so-called "immaterial" projects, such as, for example, specialized reviews/evaluations or software development - are amortized after one (1) year from the completion of the services provided by TÜV AUSTRIA ALBANIA. The warranty period shall neither be extended nor interrupted by repairs or attempted repairs, in particular if these are not carried out within the warranty period provided for herein.
- 7.4. If the Client fails to register complaints in due time in accordance with Article 7.1, then any claims for compensation under the guarantee, both for the claim itself and for defects relating to the defective delivery shall be expressly excluded, unless TÜV AUSTRIA ALBANIA employees are liable for such claims due to fraud or gross negligence.

8. Liability for compensation

- 8.1. If the contracting party files a claim for damages against TÜV AUSTRIA ALBANIA, it is obliged to provide evidence of the cause, illegality, fault and degree of fault. The assignment of warranty and indemnity claims to third parties is inadmissible.
- 8.2. If the Client suffers damages due to exceeding a binding period of performance due to a fault of TÜV AUSTRIA ALBANIA, the claim shall not exceed a maximum of 5% of that part of the contract affected by the delay.
- 8.3. The following exceptions will apply to tort actions for the guarantee and limited guarantees if the claim for damages is concurrent with a claim for damages for breach of contract.
- 8.4. The liability of TÜV AUSTRIA ALBANIA is excluded in case of property or financial damage caused by slight negligence. The liability of TÜV AUSTRIA ALBANIA in cases of property damage caused by gross negligence is limited to the amount of EUR 7,500,000.00 and in cases of financial damage only it is limited to the amount of EUR 3,000,000.00. This limitation of liability does not apply to property or financial damage caused by TÜV AUSTRIA ALBANIA with intent (malice). Higher indemnities than those stated above may be agreed upon request and at the expense of the Client, provided that TÜV AUSTRIA ALBANIA can obtain corresponding coverage from the liability insurer.
- 8.5. The exclusion of liability and limitation of liability do not apply to bodily injury and personal injury.
- 8.6. The disclaimer of liability and the limitations of liability according to paragraphs 8.1 to 8.5 shall also apply to the liability of TÜV AUSTRIA ALBANIA for its branches, agents and employees, as well as to the personal liability of the agents, employees and contractors of TÜV AUSTRIA ALBANIA.
- 8.7. Claims for damages by the Client, with the exception of intentional and fraudulent acts on the part of TÜV AUSTRIA ALBANIA and its representatives/employees, are excluded, unless they are brought before a court of law within six (6) months from the notification/acknowledgement of the rejection of such claims by TÜV AUSTRIA ALBANIA or its insurers. Any claims for damages by the Client against TÜV AUSTRIA ALBANIA (with the exception of intentional and fraudulent acts on the part of TÜV AUSTRIA ALBANIA and its representatives/employees) shall be barred within one (1) year from the time the Holder became aware of such claims, unless other provisions or the law provide for a shorter limitation period. This shall not apply to tort claims.
- 8.8. The foregoing disclaimers and limitations of liability pursuant to paragraphs 8.1 to 8.7 shall not apply to claims and rights which are expressly provided for and protected by applicable Law, to the extent that the liability of the Service Providers becomes mandatory thereunder.
- 8.9. To the extent that TÜV AUSTRIA ALBANIA is liable against the Client for acts committed with fraud or gross negligence by its employees, representatives and employees, it may demand the assignment to it of any claim for compensation

Terms and Conditions

TÜV AUSTRIA ALBANIA



by the Principal against the employee or representative or employee of TÜV AUSTRIA ALBANIA.

- 8.10. If third parties, which have no contractual relationship with either TÜV AUSTRIA ALBANIA or the Client, under the agreement between TÜV AUSTRIA ALBANIA and the Client, assert claims against TÜV AUSTRIA ALBANIA, its employees and representatives, which cannot be attributed to acts committed with fraud or gross negligence on the part of TÜV AUSTRIA ALBANIA, its employees, representatives and external collaborators, the Client shall release TÜV AUSTRIA ALBANIA from any liability and indemnify the third party, otherwise indemnify TÜV AUSTRIA ALBANIA and its representatives
- 8.11. TÜV AUSTRIA ALBANIA is not liable for damage to devices under test caused during inspections, tests and similar procedures which were carried out in accordance with technical rules at the time of inspection.
- 8.12. Liability for indirect damages due to defects, in particular for lost profits, other pecuniary damage, loss of interest, etc. is expressly excluded. However, any liability which may be based on law shall be subject to the limitations set out in the paragraph "Liability for damages".

9. Intellectual Property Rights (Copyright)

Any intellectual property rights to inspections and surveillance reports, certificates, expert reports, calculations and other relevant documents issued by TÜV AUSTRIA ALBANIA remain with TÜV AUSTRIA ALBANIA. The distribution, utilization and/or publication of the services beyond the contractually defined purpose requires prior written authorization from TÜV AUSTRIA ALBANIA. When distributing, using and/or publishing, the Client is obliged to comply with the legal provisions. In case of violation of the above legal obligations, the Client is obliged to compensate TÜV AUSTRIA ALBANIA and to indemnify it from any third-party claims.

10. Disclosure/Confidentiality/Personal Data Protection

- 10.1 TÜV AUSTRIA ALBANIA obliges its employees and other persons employed by it to keep confidential the information about any facts of which they may gain knowledge through the contract.
- 10.2 The Client must provide its consent to TÜV AUSTRIA ALBANIA to keep copies of its files, documents, studies, drawings, etc. which remain with TÜV AUSTRIA ALBANIA for its own use and which are necessary for the completion of the contract.
- 10.3 TÜV AUSTRIA ALBANIA shall comply with the national Albanian **Law Nr. 9887, date 10.03.2008 "For the protection of Personal Data's"** and any related law and adopt the required technical and organizational arrangements for data protection within the scope of TÜV AUSTRIA ALBANIA responsibility.
- 10.4 TÜV AUSTRIA ALBANIA shall in particular oblige its employees to comply with all the above provisions.
- 10.5 Regarding the Processing of Personal Data, please see the Privacy Policy posted on the official website of TÜV AUSTRIA ALBANIA <https://tuvaustriahellas.gr/politiki-prostasias-prosopikon-dedomenon/>
- 10.6 The information or data of the Client shall be transmitted to third parties only if their communication is required by domestic or international law, regulation or court decision.

11. Additional material

The cost of additional material and equipment testing not normally used by TÜV AUSTRIA ALBANIA is charged to the customer.

12. Providing Infrastructure during the inspection

Clients are responsible for providing electricity, water, lighting, scaffolding, etc., suitable for the required testing activities in accordance with any statutory regulations.

13. Delivery and storage of test items

Test objects, type samples etc. for inspection at test facilities owned by TÜV AUSTRIA ALBANIA must be delivered *franco domicile* (free of charge). The client agrees to accept the cost of storage or disposal costs for test items that are not returned.

14. Withdrawal clause

Any invalid or unenforceable provisions of this Agreement shall not affect the validity and enforceability of the remaining provisions. If a provision of this Agreement is found to be invalid, the Parties agree to replace it with a valid and effective provision that approximates in spirit and purpose the invalidated provision. These Terms and Conditions shall apply to consumers (as far as the Consumer Protection Act is concerned) only to the extent that the mandatory provisions of the Consumer Protection Act do not contain provisions contrary to them.

15. Place of jurisdiction and applicable law

Albanian Law shall apply to this Agreement and the entire legal relationship between the parties. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), is excluded in principle. Any disputes arising from this agreement shall be referred exclusively to the competent **District Court of Tirana**, while TÜV AUSTRIA ALBANIA shall have the right to initiate legal proceedings in other courts in which the contracting party is domiciled or resident.