

## Commercial Terms and Conditions for Certification Services

### 1. DEFINITIONS AND INTERPRETATION

Fees means the fees payable by the Client to Bureau Veritas Certification for the Services, as set out in the applicable Order Form, Proposal or agreed written instructions, excluding accommodation, meals, subsistence, travel and any other incidental costs and expenses of Bureau Veritas Certification incurred in respect of the performance of the Services, which will be charged separately as pre-agreed at a fixed rate or at the actual cost thereof.

### 2. FEES AND PAYMENT

- 2.1 In consideration for the provision of the Services by Bureau Veritas Certification, the Client will pay the Fees in accordance with this clause 2, unless otherwise agreed in writing between the Parties. The Fees are exclusive of all applicable taxes, unless stated otherwise.
  - 2.2 Bureau Veritas Certification shall invoice Clients on delivery of the Services. Under no circumstances All the Certificate of Approval be released until full payment has been received by Bureau Veritas Certification.
  - 2.3 The Client will pay each valid invoice submitted to it by Bureau Veritas Certification, in full and in cleared funds and without deduction or set-off, within thirty (30) days of the date of the invoice.
  - 2.4 Without prejudice to any other right or remedy that Bureau Veritas Certification may have, if the Client fails to pay Bureau Veritas Certification the initial deposit or advance payment, if any, or any subsequent invoice on or before the due date, Bureau Veritas Certification may, in its sole and absolute discretion:
    - charge interest on such sum from the due date for payment at the monthly rate of 2.5%, accruing on a daily basis and being compounded monthly until payment is made in full (both dates inclusive), whether before or after any judgment; and/or;
    - suspend all Services until payment has been made in full.
  - 2.5 All fees are exclusive of accommodation, meals, subsistence, travel and any other incidental costs and expenses and will be charged by Bureau Veritas Certification as pre-agreed at a fixed rate or at the actual cost thereof.
  - 2.6 Unless otherwise agreed between the Parties in writing, all sums payable to Bureau Veritas Certification will become immediately due and payable on termination of the Agreement for any reason whatsoever, despite any other provision of the Agreement. This clause is without prejudice to any right of Bureau Veritas Certification to claim interest, collection costs, legal costs or any other right in terms of law or the Agreement.
- ### 3. INITIAL DEPOSIT
- 3.1 Bureau Veritas Certification may, in its sole and absolute discretion, require the Client to provide an initial deposit or advance payment of an amount or percentage of the Fees as determined by Bureau Veritas Certification, as security for payment of the Fees, on or before the date specified by Bureau Veritas Certification or, if no date is specified, prior to commencement of the Services. Bureau Veritas Certification will not commence provision of the Services unless and until any such upfront payment has been received in full by Bureau Veritas Certification.
  - 3.2 The payment of an initial deposit or advance payment in no way relieves the Client of timely payment of any invoices.

## Komercijalni uvjeti za usluge certificiranja

### 1. DEFINICIJE I TUMAČENJA

Naknade znači naknade koje klijent plaća tijelu Bureau Veritas Certification za usluge, kako je navedeno u primjenjivom obrascu za narudžbu, prijedlogu ili dogovorenim pisanim uputama, isključujući smještaj, obroke, dnevnice, putne i sve druge sporedne troškove i izdatke koji su nastali za Bureau Veritas Certification u vezi s pružanjem usluga, a koji će se posebno naplatiti prema unaprijed dogovorenoj fiksnoj stopi ili po stvarnom trošku.

### 2. NAKNADE I PLAĆANJA

- 2.1 Kao naknadu za pružanje usluga od strane tijela Bureau Veritas Certification, klijenti će platiti Naknade u skladu s ovim člankom 2., osim ako nije drugačije dogovoreno između stranaka u pisanom obliku. Naknade ne uključuju nikakve primjenjive poreze, osim ako nije drugačije navedeno.
  - 2.2 Bureau Veritas Certification će klijentima izdati račun prilikom pružanja Usluga. Certifikat o odobrenju neće se ni u kojim okolnostima izdati sve dok Bureau Veritas Certification ne primi punu uplatu.
  - 2.3 Klijent mora platiti svaki valjani račun koji mu dostavi Bureau Veritas Certification, u cjelosti i odobrenim sredstvima te bez odbitka ili prijeboja, u roku od trideset (30) dana od datuma računa.
  - 2.4 Ne dovodeći u pitanje bilo koje drugo pravo ili pravni lijek koji Bureau Veritas Certification može imati, ako klijent tijelu Bureau Veritas Certification ne plati početni polog ili predujam, ako postoji, ili bilo koju naknadnu fakturu na ili prije datuma dospjeća, Bureau Veritas Certification može, prema vlastitom i apsolutnom nahođenju:
    - zaračunati kamate na takav iznos od datuma dospjeća plaćanja po mjesečnoj stopi od 2,5 %, koja se obračunava na dnevnoj bazi i naplaćuje mjesečno dok se plaćanje ne izvrši u cijelosti (uključujući oba datuma), bilo prije ili nakon bilo kakve presude; i/ili;
    - obustaviti sve usluge dok se uplata ne izvrši u cijelosti.
  - 2.5 Naknade ne uključuju smještaj, obroke, dnevnice, putne i sve druge sporedne troškove i izdatke, koje će Bureau Veritas Certification naplatiti prema unaprijed dogovorenoj fiksnoj stopi ili po stvarnom trošku.
  - 2.6 Osim ako se strane drugačije ne dogovore u pisanom obliku, svi iznosi koji se plaćaju tijelu Bureau Veritas Certification odmah dospijevaju na naplatu nakon raskida Ugovora iz bilo kojeg razloga, unatoč bilo kojoj drugoj odredbi Ugovora. Ova klauzula ne dovodi u pitanje bilo koje pravo tijela Bureau Veritas Certification da potražuje kamate, troškove naplate, pravne troškove ili bilo koje drugo pravo u smislu zakona ili Ugovora.
- ### 3. POČETNI POLOG
- 3.1 Bureau Veritas Certification može, prema vlastitom i apsolutnom nahođenju, zahtijevati od klijenta da plati početni polog ili predujam u iznosu ili postotku Naknada kako je odredio Bureau Veritas Certification, kao jamstvo za plaćanje Naknada, na ili prije datuma koji je odredio Bureau Veritas Certification ili, ako datum nije naveden, prije početka pružanja usluga. Bureau Veritas Certification neće započeti s pružanjem usluga osim ako i sve dok Bureau Veritas Certification ne primi takvu uplatu unaprijed u cijelosti.
  - 3.2 Uplata početnog pologa ili predujma ni na koji način ne oslobađa klijenta od pravovremenog plaćanja bilo kojih računa.

#### 4. YEARLY REVISION

- 4.1 Bureau Veritas Certification reserves the right to review and amend its charges annually and, in any case, automatically after the first three years cycle; as a minimum, these charges will be adjusted to take into account the inflation rate, any significant variation of the exchange rates, labour costs or costs implied by changes in the applicable certification schemes.
- 4.2 Notwithstanding clause 4.1, Bureau Veritas Certification will be entitled to claim an increase or modification in the Fees if conditions or circumstances arise that were not reasonably foreseeable at the time the Agreement was entered into or which were beyond the reasonable control of Bureau Veritas Certification or if the Client request any postponement or rescheduling of the Services, or any part thereof. If the Client refuses to accept any such increase or modification in the Fees then Bureau Veritas Certification reserves the right not to commence or continue with the provision of the Services, or any part hereof.

#### 5. CANCELLATION, POSTPONEMENT OR RESCHEDULING OF THE SERVICES

- 5.1 Should the Client wish to cancel, postpone or reschedule commencement or further provision of the Services, or any part thereof, the Client must provide Bureau Veritas Certification with prior written notification of not less than thirty (30) days in the event of postponements or rescheduling and not less than three (3) months in the event of cancellations.
- 5.2 Any cancellation, postponement or rescheduling of the Services will in all instances entitle Bureau Veritas Certification to claim full payment of the Fees for the Services that have been rendered and any and all costs incurred by Bureau Veritas Certification as at the date of cancellation, postponement or rescheduling on presentation by Bureau Veritas Certification of an invoice in respect thereof.
- 5.3 In addition, a cancellation charge, as provided in the Agreement between the Parties, will be levied by Bureau Veritas Certification in the event of any cancellation, postponement or rescheduling of the Services. In the event that the initial deposit or advance payment, if any, exceeds the cancellation charge, such excess amount will be refunded to the Client (unless any other amount is due and owing by the Client to Bureau Veritas Certification). The Client agrees that any such cancellation charge is a reasonable measure of the costs incurred by Bureau Veritas Certification in preparation of provision of the Services.
- 5.4 Under no circumstances will Bureau Veritas Certification be liable for any claims, costs, damages or losses of any nature whatsoever and howsoever arising as a result of the Client's cancellation, postponement or rescheduling of the Services, or any part thereof.

#### 4. GODIŠNJA REVIZIJA

- 4.1 Bureau Veritas Certification pridržava pravo revizije i izmjene svojih naknada na godišnjoj razini i, u svakom slučaju, automatski nakon prvog trogodišnjeg ciklusa; kao minimum, ovi će se troškovi prilagoditi kako bi se uzela u obzir stopa inflacije, bilo kakva značajna varijacija deviznih tečajeva, troškovi rada ili troškovi implicirani promjenama u primjenjivim programima certificiranja.
- 4.2 Bez obzira na članak 4.1., Bureau Veritas Certification će imati pravo tražiti povećanje ili izmjenu Naknada ako se pojave uvjeti ili okolnosti koji nisu bili razumno predvidljivi u trenutku sklapanja Ugovora ili ako su bili izvan razumne kontrole tijela Bureau Veritas Certification, ili ako klijent zatraži bilo kakvu odgodu ili zakazivanje novog termina usluga ili bilo kojeg njihovog dijela. Ako Klijent odbije prihvatiti takvo povećanje ili izmjenu Naknada, Bureau Veritas Certification zadržava pravo da ne započne ili ne nastavi s pružanjem usluga ili bilo kojeg njihovog dijela.

#### 5. OTKAZIVANJE, ODGODA ILI ZA KAZIVANJE NOVOG TERMINA USLUGA

- 5.1 Ako klijent želi otkazati, odgoditi ili zakazati novi termin početka ili daljnjeg pružanja usluga ili bilo kojeg njihovog dijela, klijent mora tijelu Bureau Veritas Certification dostaviti pisanu obavijest najmanje trideset (30) dana unaprijed u slučaju odgode ili zakazivanja novog termina, i najmanje tri (3) mjeseca unaprijed u slučaju otkazivanja.
- 5.2 Svako otkazivanje, odgoda ili zakazivanje novog termina usluga u svim će slučajevima dati pravo tijelu Bureau Veritas Certification da potražuje puno plaćanje Naknada za usluge koje su pružene i svih troškova koji su nastali za Bureau Veritas Certification na dan otkazivanja, odgode ili zakazivanja novog termina po predočenju predmetnog računa tijela Bureau Veritas Certification.
- 5.3 Osim toga, Bureau Veritas Certification će naplatiti naknadu za otkazivanje, kako je utvrđeno u Ugovoru između stranaka, u slučaju bilo kakvog otkazivanja, odgode ili zakazivanja novog termina usluga. U slučaju da početni polog ili predujam, ako postoji, premašuje naknadu za otkazivanje, takav višak iznosa će se vratiti klijentu (osim ako nije dospio neki drugi iznos koji klijent duguje tijelu Bureau Veritas Certification). Klijent je suglasan da je svaka takva naknada za otkazivanje razumna mjera troškova koji su nastali za Bureau Veritas Certification u pripremi pružanja usluga.

- 5.4 Ni pod kojim okolnostima Bureau Veritas Certification neće biti odgovoran ni za kakve zahtjeve, troškove, štete ili gubitke bilo koje prirode i koji su na bilo koji način nastali kao rezultat klijentovog otkazivanja, odgode ili zakazivanja novog termina usluga ili bilo kojeg njihovog dijela.