

**Contract No:**

## **CONTRACT FOR CALIBRATION OF MEASURING INSTRUMENTS**

### **I. Contractual parties**

The contract is hereby concluded between:

**SUBMITTER:**

Name of corporation or natural person: Continental Automotive Romania  
Principal office of corporation: Str. Siemens, No. 1, Timisoara  
Company registration number: J35/229/16/03/2000  
Tax identification number (VAT): RO12817173  
Represented by: Aurel Stanciu  
Authorized person to technical negotiations:  
Hereinafter referred to as „Submitter“

and

**PROVIDER:**

**Czech Metrology Institute (Cesky metrologicky institut)**  
Principal office: Okruzni 31, Brno, PC: 638 00  
Legal form: state contribution organisation established by the foundation deed of the MH CR file No.521 385/92-44 dated 21.12.1992 according to the adjusted foundation deed issued on the basis of the resolution of the Ministry of Industry and Trade No. 16/2009, file No. 1313/09/02700/1000 dated 10. 3. 2009;  
Company registration number: 00177016  
Tax identification number: CZ00177016  
Bank connection:  
Affiliated branch:  
Number of the account: 34534-198139621/0710  
IBAN: CZ8807100345340198139621  
SWIFT: CNBACZPP  
Represented by: General Director Dr. Pavel Klenovsky  
Hereinafter referred to as „CMI“ or “Provider”

The contracting parties appointed persons authorised to act in matters referring the subject of this contract:

a) on behalf of the Submitter :

b) on behalf of the Provider:

### **Express statement of the contractual parties**

The Parties hereby declare and acknowledge that the above-stated information is accurate and correct. The Parties are obliged to notify the other contracting Party of any changes within ten working days.

## **II.**

### **Subject-matter of contract**

- a) The subject-matter of this contract is the calibration of measuring instruments.

After the realisation of the calibration of measuring instruments CMI issues the certificate of calibration in accordance with ISO/IEC17025. CMI is (together with. e.g. NIST) a signatory of the mutual recognition arrangement CIMP MRA drawn under the Metre Convention (see [www.bimp.org](http://www.bimp.org)).

2. The Submitter has to organize the transport of measuring instruments from business premises of the Submitter to business premises of CMI and from business premises of CMI to business premises of the Submitter at Submitter's own expenses and at Submitter's own risk. CMI has to arrange the transportation between CMI's laboratories at the expenses of the Submitter and at CMI's own risk. The expenses of the transportation between CMI's laboratories are concluded in the contractual price.
3. The Submitter will provide the cooperation and the information for the purposes of the objective calibrations. The subject – matter of the contract will be considered fulfilled by the issuing of the documents about the calibrations. The Submitter undertakes to receive the subject matter of the contract and to pay for it the contractual price.

## **III.**

### **Place and time of performance**

1. The place of the performance is negotiated in the business premises of CMI. The Submitter is undertaken to transfer the measuring instrument at the negotiated place and coincidentally to transfer against confirmation.
2. CMI shall carry out the calibration of measuring instruments within 60 days after the delivering of the measuring instruments, software and all needed documents, unless the parties agreed otherwise. The period of the default of the Submitter (for example: do not delivering needed documents, software) will extend the time of the performance. The obligations of CMI are fulfilled by executing the calibration of the measuring instruments and by issuing the certificate of calibration.

## **IV.**

### **Contractual price and methods of payment**

1. The price for the performance of the subject shall be determined on the basis of an offer confirmed by the Submitter for each metrological performance. The price was determined in accordance with provisions of The Act on prices No 526/1990 Coll., as amended. The contractual price excluding value added tax in Czech Republic. The Submitter is obliged to pay the invoiced price within the agreed term to pay.
2. The contractual prices will be determined according to provision of the Value-Added Tax Act No. 235/2004 Coll. as amended. The Submitter is obliged and he undertakes to pay the charged price for metrological services in agreed term by bank transfer to the following bank account of CMI: IBAN CZ8807100345340198139621 .
3. The contractual prices conclude only expenses direct connected with the calibration. The expenses of the transportation between CMI's laboratories are concluded in the contractual price. These contractual prices do not include expenses connected with the transportation

(from business premises of the Submitter to business premises of CMI and back) and other costs.

4. The invoice maturity date lies on the 30th day after its receipt by the submitter. The date of payment is considered to be the date on which the invoiced sum of money is credited to the CMI's account.

## V.

### **Charges for over due services**

1. In case of the delayed payment of the invoice the penalty from the contractual price in the amount of 0,03 % for each day of delay is determined. States organisations are also obliged to ask of interest on late payment and covenant contractual rate (after the code Nr. 219/2000 Sb., § 14, odst.5).
2. In case of the delayed metrological performance the penalty from the value of the non-performance metrological achievement in the amount of 0,03 % for each day of delay is determined.
3. This stipulation does not affect possible right of the contracting parties to compensation of suffered damage as established due to non-fulfilment of liabilities from the contract.
4. CMI is obliged to reduce the amount of the penalties and damages, as the case may be, from the next invoices, until full compensation of the damage. In the event that CMI does not reduce the penalties and damages from the issued invoices, the Submitter is entitled to not pay the invoices within the limit of the penalties and damages owed to it.

## VI.

### **Force major and liability to damages**

1. parties are exempted from their liabilities for the entire or partial non-performance of their obligations (with the exception of delayed payments according to the contract conditions) in case it is the result of vis major circumstances. The Party that is referring to force major circumstances, as defined by law, shall notify the other Party in writing in a 5 /five/-day-period from the date of their occurrence.
2. The notification of the occurrence of the Force Majeure must be accompanied by the appropriate certification issued by the relevant authorities.
3. Upon the formal announcing of termination of vis major circumstances, the Parties shall discuss their contractual obligations and shall make mutually beneficial decision on the further performance of the Contract.
4. CMI shall provide all services and activities with professional care and in accordance with the applicable laws and regulations, the state of the art, the best practices and professional usances applicable with the respective field, as well as free of defects and flaws. In addition, CMI obliges to render the services in such a manner as these to be compliant with the Submitter's intended purpose and specifications, to be of the required quality, as well as to be rendered in due time, in accordance with the interests of the Submitter and with observance of all the particularities of the operation for which the services are provided.

5. The rendering of the services in due time, in accordance with the deadlines agreed by the parties is an essential obligation for the conclusion and execution of this agreement and of the purchase orders corresponding to it, as the case may be.
6. In the case of the services provided with defects or nonconformities, as well as in the case of delayed services rendering, the provisions of the Civil Code shall apply accordingly, whilst the Submitter can request, upon its discretionary choice, especially, (a) the re-provision of the services, (b) the removal of the defects by the CMI or at CMI's expense, (c) the appropriate price reduction, and/or (d) the termination of the contract. In any of these situations, the Submitter is entitled to damages and/or penalties for full compensation of the damages incurred by the actions and omissions of the Submitter. Explicitly, the damages include direct and indirect damages.

## **VII.**

### **Force of contract and termination**

1. This document sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges all prior discussions between them. The contract becomes valid upon the signature of the parties.
2. The contractual parties shall conclude a fixed-term contract by 31th March 2023.
3. The agreement ceases to produce effects:
  - a) by mutual agreement of the parties;
  - b) upon expiry of its duration;

by unilateral termination, by any of the contracting parties. In the event that one of the parties, in a repeated manner, does not execute its obligations, totally or partially, or, as the case may be, executes its obligations wrongfully or with delay, the respective party is automatically in delay. In this case, the other party is entitled to unilaterally terminate this agreement, through written notice, after granting of an additional execution deadline of 10 calendar days. The repeated manner of the non-performance of the contractual obligations exists regardless of the type of non-performance (either delay, or nonconforming performance) and regardless of the type/nature of the breached obligation. This contract can be changed with written amendments signed by duly authorized representatives of both parties. Notwithstanding the foregoing, upon the breach of any condition of the agreement by any party, or in the event that any party becomes bankrupt or insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or takes or has taken against it any proceedings of any kind under any provision of any insolvency, bankruptcy or reorganization act, the other party shall have the right to terminate this agreement immediately by so notifying the first party. Their obligations to the day of withdrawal must be fulfilled. All Notices or other communications under or in connection with this Agreement shall be made in writing and unless provided otherwise, may be made by letter or by fax. Any notice shall be considered made, provided that:

- a), if it is a letter, it is delivered by hand or by recommended post,
- b), if it is a fax, it is received in a legible form.

Notices sent in accordance with the foregoing but received on a public holiday or after business hours shall be considered delivered on the next business day.

## **VIII.**

### **Personal data protection arrangements:**

1. Both of the contracting parties are obliged to process the personal data for the purposes of fulfilling the contract in accordance with the Act No 110/2019 Sb., as amended, and in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/3E (General Data Protection Regulation).
2. The personal data shall be processed by the contracting parties only in the extent necessary for the fulfilling of the purpose mentioned above and only within the time necessary for the achievement of this purpose; at the longest within the period given by the relevant legal and internal regulations and in accordance with them.
3. Each party is the data controller in the meaning of the relevant legal regulations. The admission to the personal data belongs only to the data controller (hereinafter referred to as “controller”) and to the persons, which are related to the controller on the basis of the employment relationship, or to the data processor on the basis of the contract concluded with the controller. The admission and the processing operations by the each of the controllers are bound by the internal regulations of the relevant controller.
4. The contracting parties are obliged to get the data subjects acquainted with the fact, that their personal data could be processed for the purpose of fulfilment of the contract. Simultaneously they are obliged to inform the data subjects about the possibility of claiming their rights at the controller, specifically:
  - the right of the access to the personal data, the right of their correction or erasure, the right of the restriction of processing and the right to claim objection against the unlawful processing;
  - the right to lodge a complaint to the supervisory authority.

## **IX.**

### **Other arrangement**

1. The participants of this contract conclude an agreement according to § 1746/2 Civil Code stating, that their above-stated liability relations as per this contract follow the Civil Code of Czech Republic.
2. The CMI is obliged to take appropriate care for entrusted measuring standards and to protect them against stealing, abuse or damaging.
3. The CMI is responsible towards the Submitter for damages caused on entrusted measuring instruments that were caused by improper handling, by negligence or intentionally. In such cases, the CMI is obliged to provide the Submitter with compensation of caused damages by putting the device into its original conditions or by compensation of costs spent on its repair, all of that maximally to the sum of the insurance money paid by the insurance house.
4. The CMI undertakes not to pass any part of the service to any other metrological institute (sub-contractor), unless it is stipulated in the contract or in an amendment to the contract.

5. In relation to this contract, the contracting parties undertake to arrange protection of business secret in compliance with Civil Code. Such information will not be communicated to any third person without written consent of the other contracting party. The given party will arrange in an efficient way for such information not to be abused. The obligation of confidentiality is valid for the time of this contract fulfilment as well as after its termination with consequences set by the legal regulations for the case of jeopardizing or breaching the rights and obligations.

## X.

### Final provisions

1. Both of the contracting parties are obliged actively and without unnecessary delay inform each other about occurrence of facts that could affect efficiency of the contract or its individual stipulations or quality and terms for fulfilment of obligations emerging from the contract.
2. The contracting parties will solve possible disputes related to the contract fulfilment mainly by mutual negotiations of representatives or statutory authorities, usually in 14 calendar days as from the date of a written notice or reminder of one of the contracting parties. In case of such dispute not to be solved by agreement, the disputable matter will be solved through court of Czech Republic.
3. In compliance with stipulation of §89a Civil Court regulations, the participants concluded an agreement, respectively they agreed on other venue of the first level court. The venue court is the court of the first level in the district of Prague.
4. All duties and obligations of the Parties as well as any legal relations arising of this Contract shall be governed by Laws and Regulations of the Czech Republic.
5. If any provisions at this contract is declared void by any court of competent jurisdiction such provision shall be deemed severed from this contract and said contract shall otherwise remain in full force and effect.
6. Having read the contents the participants of the contract declare that they agree with its contents, they conclude the contract on the basic of their free, serious and definite will which they conform by their own hand signatures.
7. The Annexes named below are the inseparable part of this contract:  
Annex 1 – Non-Disclosure Agreement  
Annex 2 – Continental Business Partner Code of Conduct
8. This agreement was written in 2 copies, each of which having the validity of an original. Each participant of the agreement will receive one copy.

On behalf of the Provider:

On behalf of the Submitter:

Date:

Date:

Stamp:

Stamp:

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