

Subcontractor Agreement

Pursuant to the relevant provisions of Act No. 89/2012Coll., the Civil Code, amended, the below stated Contracting Parties have entered into the following Agreement:

1. Contracting Parties:

1.1. Ordering Party: State Veterinary Institute Olomouc (SVI Olomouc)
State-Funded Organization
Founding document by the Ministry of Agriculture of the Czech Republic, Ref. No. 20811/2001-3030
Jakoubka ze Střebra 1
779 00 Olomouc
Tel: XXXXXXXXXXXXXXXXXXXX

Represented by: doc. Jan Bardon, DVM, Ph.D., MBA – Director of the SVI Olomouc

Financial Institution: ČNB Ostrava (Czech National Bank in Ostrava)
Account Number: 139811/0710
ID: 13642103
VAT Reg. No.: CZ13642103 (does not pay VAT)

1.2. Subcontractor: WESSLING Hungary Kft.
1045 Budapest, Anonymus utca 6.
Phone: +36 XXXXXX, E-mail: XXXXXXXXXXXX

Represented by: xxxxxxxxxxxxxxxxxxxx

Financial Institution: CIB Bank Medve utcai Fiók
Account Number: CIB: 10700024-66177056-51100005
ID (Hungarian TAX no.): 10772452-2-41
VAT Reg. No.: HU 10772452

2. Qualifications of the Subcontractor

2.1. The Subcontractor declares that it runs an accredited testing laboratory (hereinafter referred to as the "laboratory") in accordance with the recognized International Standard ISO/IEC 17025:2017 and registered GMP+ laboratories.

3. Subject Matter of Fulfilment

The scope and focus of carrying out non-accredited and accredited analyses, including GMP+ registered laboratory operations (Pesticides) is specified in the Ordering Party's written order form.

4. Rights and Responsibilities of the Ordering Party and the Subcontractor

4.1. The SVI shall clearly define the scope and specification of the analyses in the order form, along with all the data essential for the Subcontractor to carry out the analysis, including the address, where the Test Protocol is to be sent.

4.2 If the order form does not specify the method of implementation, it is up to the Subcontractor to choose the analysis.

4.3. All samples are prepared for transport in a manner corresponding to their biological risks, in accordance with the valid legislation and with minimal risk of damage during transport. The Subcontractor is not liable for the method of transport.

4.4. Upon request, the Subcontractor is obliged to provide proof of its accreditation and a specific list of accredited methods. The Subcontractor undertakes to immediately inform the Ordering Party if the Subcontractor loses the status of an accredited laboratory and GMP+ certified laboratory, changes or suspends its status of a laboratory accredited to provide the contractual activities.

4.5. The Subcontractor declares that it also applies all its principles of quality, impartiality, independence and personal data protection, as stated in the Accredited Testing Laboratory Quality Handbook to the samples supplied by the Ordering Party. All Accredited Testing Laboratory employees, who are involved in analysing the samples, have not been and are not involved in the process, design, promotion or production of the product that is the subject of the analyses.

4.6. The Subcontractor agrees with including the accredited results of the analyses, which have been carried out based on this Agreement, into the Test Protocol, which the Ordering Party issues for its client. Such test results shall be identified on the Protocol as results obtained from a Subcontractor.

5. Implementation of the Subcontract

5.1. The Subcontractor shall commence the implementation of the subcontract within one day of both Contractual Parties signing the Agreement.

5.2. The subcontract shall be provided gradually, namely by gradually implementing the individual orders, without unnecessary delay.

5.3. The Subcontractor guarantees that every partial order will always be implemented by a competent worker.

5.4. Every subcontract is completed with a written Test Protocol, which is handed over to the Ordering Party. The Test Protocol is issued immediately after completing the analysis and either handed over to the Ordering Party personally or mailed to a pre-defined address. If need be, the Ordering Party can consult the results of the analysis over the telephone. The subcontracts are completed once all the individual orders are implemented.

5.5. The Contracting Parties undertake to inform each other, no later than within five business days, about any facts that prevent or limit the implementation of the subcontract.

6. Billing for the Analyses Performed, Price and Invoicing

6.1. The Ordering Party undertakes to pay for the analyses according to the Subcontractor's updated Price List. The Subcontractor may present the Price List for the given analysis in advance and the prices may be consulted with the Ordering Party.

6.2. The Subcontractor is obliged to invoice only the actual number of analyses carried out.

6.3. The Ordering Party undertakes to pay for the services performed by transferring money onto the Subcontractor's account. The tax document is payable 30 days of delivery.

7. Confidentiality

7.1. Both Contracting Parties undertake to maintain confidentiality about all facts related to implementing the services.

7.2. Confidentiality about all facts and information made known to the Contracting Parties is maintained in relationship third parties.

7.3. Confidentiality is maintained about all facts related to the provider's trade secrets.

8. Final Provisions

8.1. The Agreement is concluded for an indefinite period of time. Each party may terminate the Agreement in written form, given that there is a 3-month notice period, which commences on the first day of the month following the month in which the written notice of termination was submitted.

8.2. The Contracting Parties declare that none of the data or facts in this Agreement are related to the trade secret, except for disclosing data that is protected by other legal regulations.

8.3. The Contracting Parties declare that they consent to publishing the complete version of this Agreement, including all its annexes, future changes and amendments pursuant to the provisions of Act No. 340/2015Coll. (Register of Agreements Act), amended, except for disclosing data that is protected by other legal regulations. The Contracting Parties have agreed that SVI Olomouc bears the responsibility for publishing the Agreement into the Register of Agreements.

8.4. Changes to the Agreement, appendices and amendments shall be resolved in written form, by means of individually numbered amendments to the Agreement. Unless amended by this Agreement, all other facts are governed by the Civil Code.

8.5. This Agreement is drawn out in four copies, given that each of the Contracting Parties shall obtain two copies.

8.6. This Agreement comes into force on the day it is signed by both Contracting Parties. By signing this Agreement, both Contracting Parties declare that they understand and agree with its content.

In: Olomouc On:

In:

On:

On behalf of the Ordering Party

On behalf of the Subcontractor