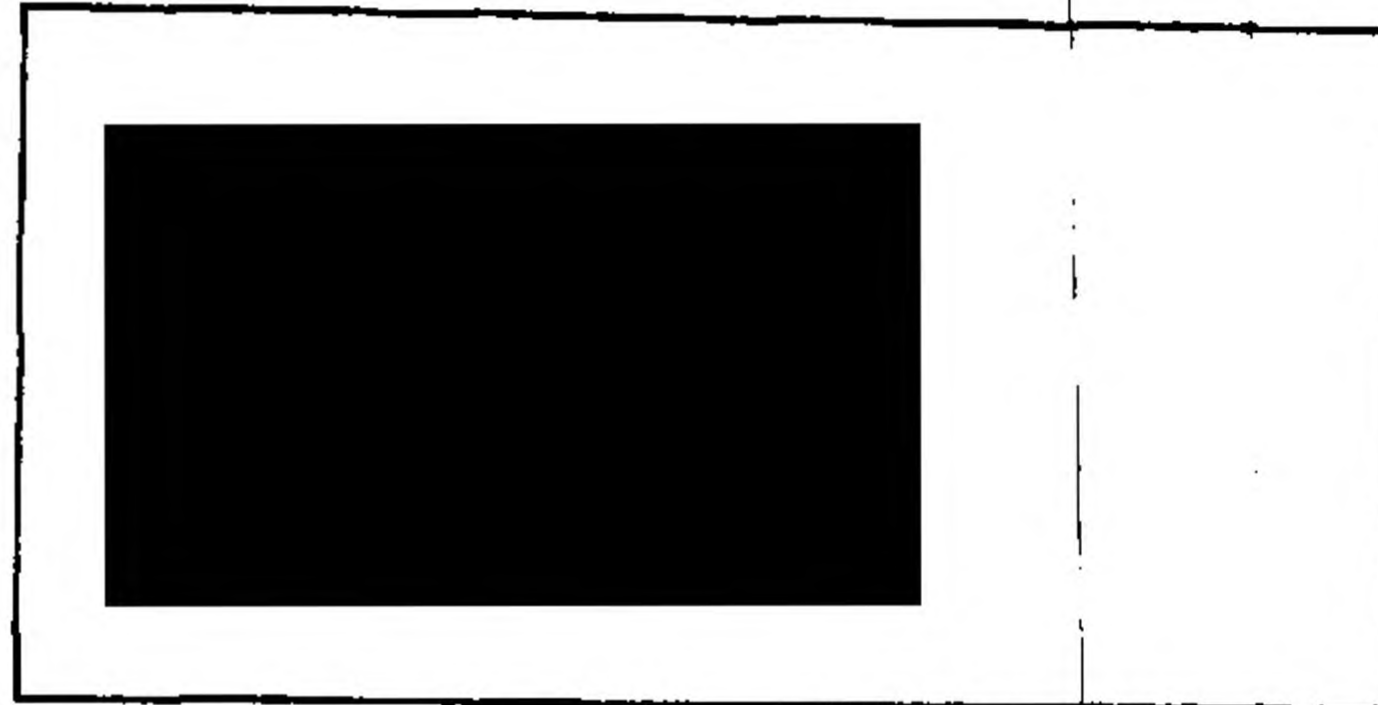




Strojirenský zkušební ústav, s.p.
(Engineering Test Institute, Public Enterprise)
Branch 2 SZÚ s.p. Jablonec nad Nisou, Czech Republic

STROJIRENSKÝ ZKUŠEBNÍ ÚSTAV
Jablonec nad Nisou

Došlo 19. 09. 2017
Č.j. 2835
Přijímá 2443



CONTRACT FOR ACTIVITIES WITHIN THE PROCESS OF CONFORMITY ASSESSMENT
concluded pursuant to Section 2652 et seq. of Act 89/2012 Coll. (the Civil code), as amended
Contract number: J-27585/30

Contracting Parties:

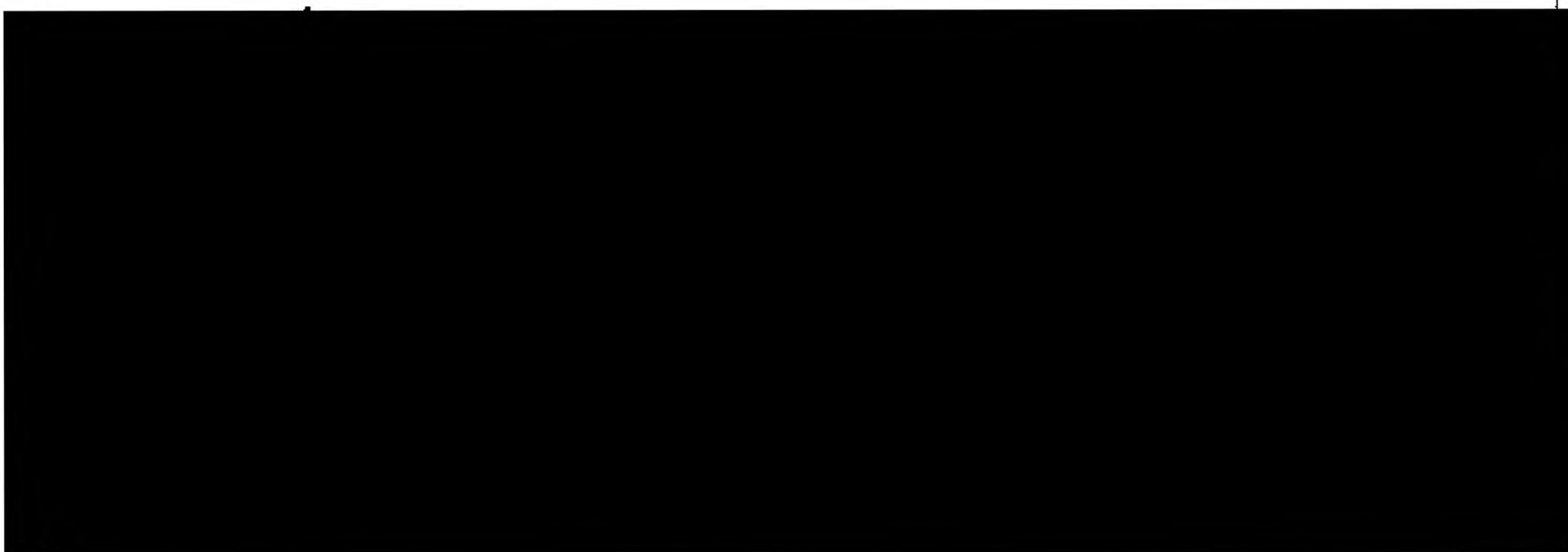
Controller:

Trade name: Strojirenský zkušební ústav, s.p. (hereinafter referred to as SZÚ)
Registered office: Hudcova 424/58b, 821 00 Brno
Branch 2 SZÚ s.p. Jablonec nad Nisou
Tovární 5, 486 21 Jablonec nad Nisou, Czech Republic

Company registration number: 00001490 Tax registration number CZ00001490
Bank: Komerční banka Jablonec nad Nisou (CZK) Komerční banka Brno (EUR)
Account number: 1292710227/0100 27-0499690257/0100
IBAN for CZK: CZ9801000000001292710227
IBAN for EUR: CZ1701000000270499690257
BIC CODE (SWIFT): KOMBCZPPXXX
Telephone: + 420 483 348 111 Fax: + 420 483 348 289; + 420 483 710 768

Statutory representative: 
Representative authorised to sign the Contract:
The Controller is a VAT-payer.
Registered in the Commercial Register at Regional Court in Brno, Section A XXIV, Entry 645.

Customer:



The representatives of both contracting parties mentioned above hereby explicitly declare that they are authorized to sign the Contract and that no other person's signature is needed to make the Contract valid.

(continued overleaf)

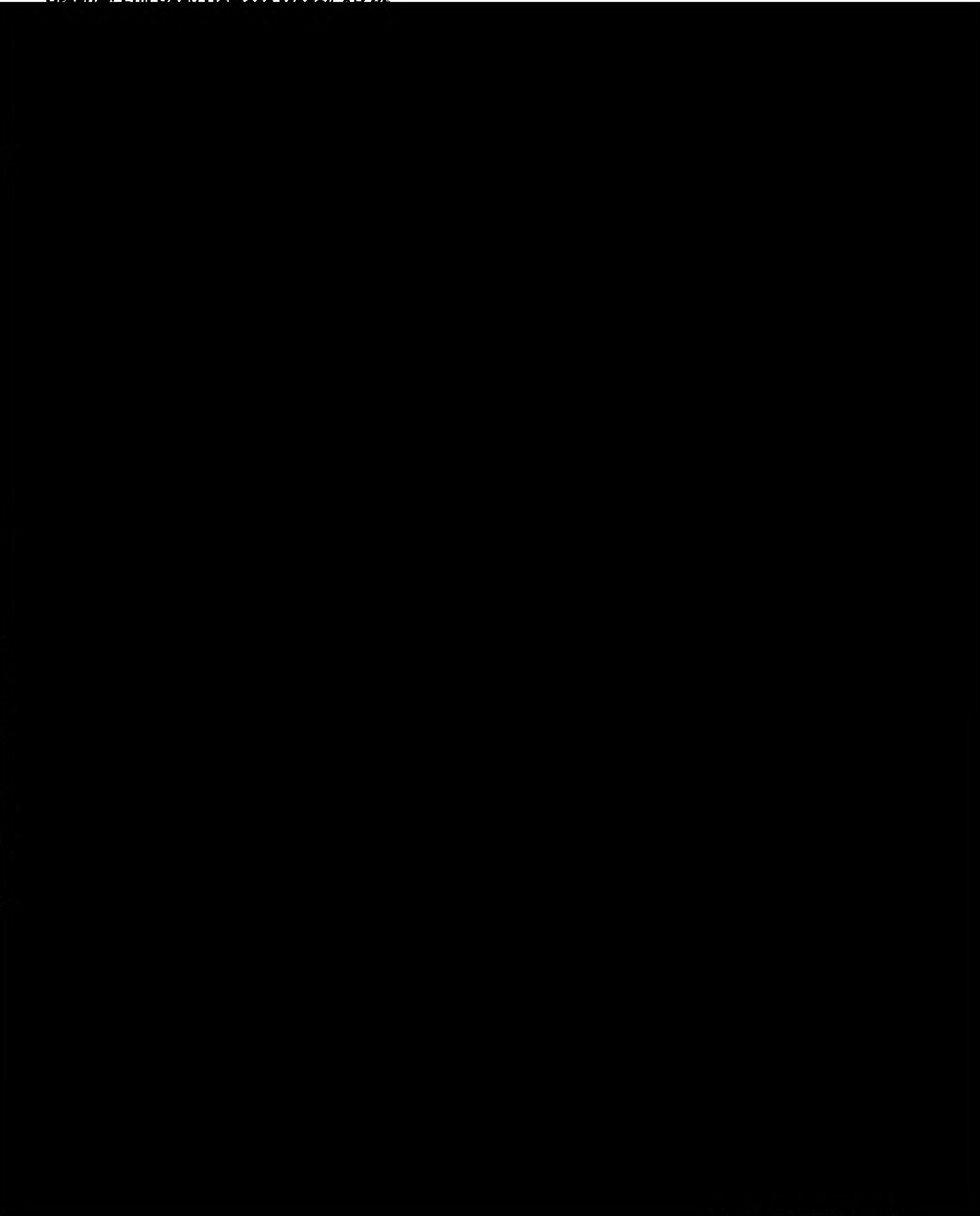
* Please check the trade name of your company and fill in the missing data. This name will be used in all documents issued by our Institute.

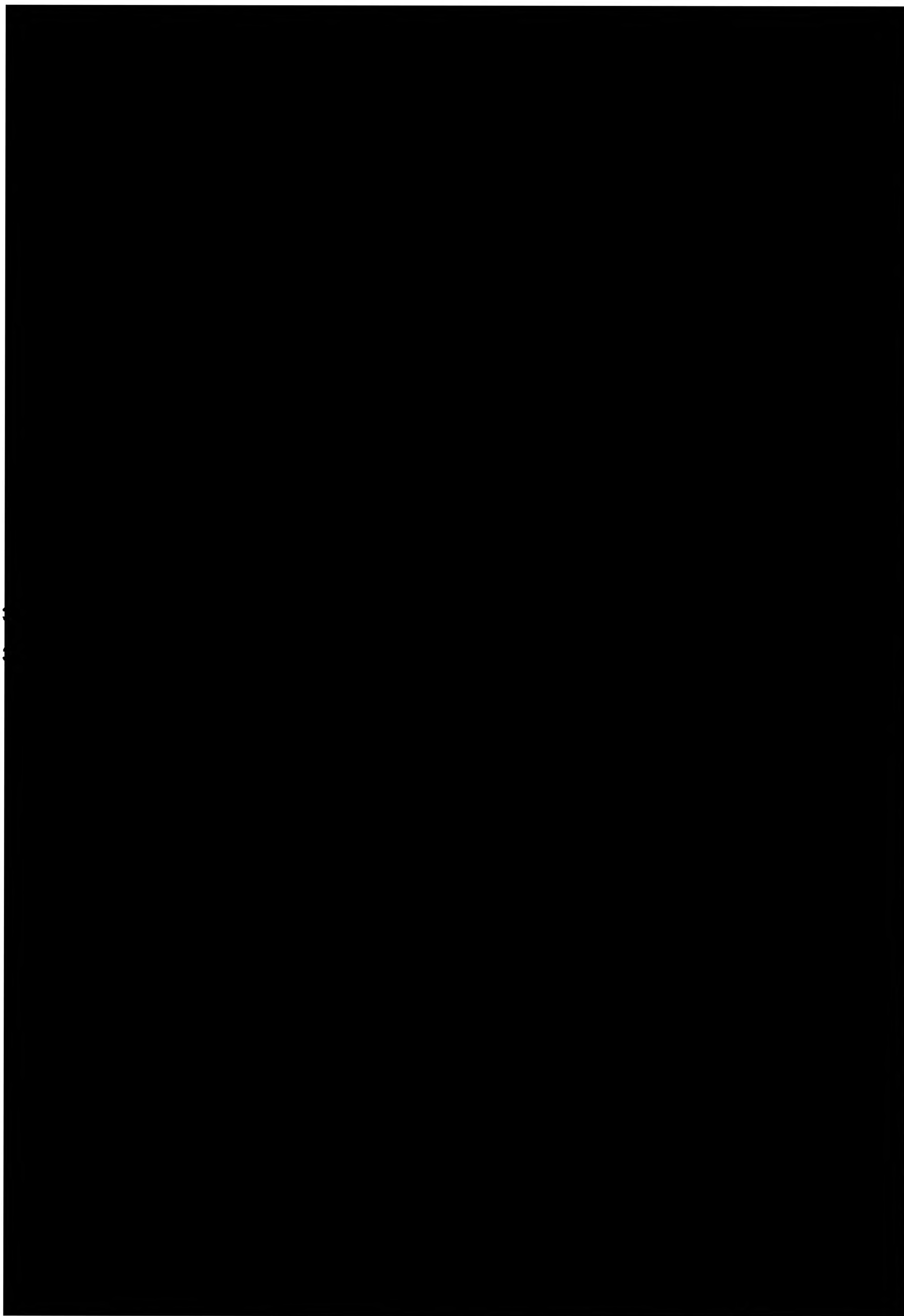
Art. 1. Subject of the Contract

- 1.1 With reference to the Application described in the "Application for conformity assessment" (Application number J-27685 received on 2017-08-21), the Customer hereby orders from the Controller the following task: performance of the activities pursuant to Government Regulation number 21/2003 Sb. (personal protective equipment).



Product: Full Body Harness Model AP 65





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5.11 The Parties agree that the trade secret representing competitively significant, identifiable and measurable facts normally inaccessible in the business circles that is associated with the Parties and protected and kept confidential by them in their own interest is designated in this contract as follows:

► (beginning of trade secret)

◄ (end of trade secret)

This information may not be disclosed, not even as metadata, and will be made illegible in the text being entered into the register of contracts.

The SZU is responsible for the publication hereof in the register of contracts.

Date: 2017-09-15

STROJÍRENSKÝ ZKUŠ
HUDECOVA 424/56b
odštepny z
TOVARNÍ 09/5, 466 21 JAB
DIČ: CZ000

Controller

Date: 18.09.2017

►

◄

Appendix No. 1 – see the text

General Terms of Contract

part of the Contract for Activities to be Conducted within the Conformity Assessment Procedure

1 The Controller shall:

- 1.1. brief the Customer on the product certification process and allow the Customer's authorized representative to consult the Controller's relevant "Quality Manual";
- 1.2. carry out tests, measurements and assessments of the product, certification and other activities requested by the Customer in compliance with the Controller's Quality Manual for product certification and with the "Certification and Testing Rules of SZU (Engineering Test Institute, Public Enterprise)";
- 1.3. forward to the Customer the individual documents mentioned in Art. 1.2 of the Contract or other written documents in due time as specified in Art. 2.2 of the Contract;
- 1.4. receive complaints submitted by the Customer while proceeding in compliance with the rules for handling objections and complaints specified in the Controller's Quality Manual. If the Customer's objections are accepted, a relevant supplement (revision, correction) to the documents shall be drafted on the basis of the complementary findings;
- 1.5. keep confidential all the findings and not disclose them without the Customer's consent, except for data published by the Controller in the "List of Certified Products", whose periodic publishing is one of the conditions of its accreditation.

2 The Controller is entitled:

- 2.1. not to commence the contracted activity until the executed contract is submitted to the Controller and the advance payment is effected by the Customer (if applicable);
- 2.2. to require the Customer to provide all necessary cooperation, particularly to deliver the necessary quantity of the product sample(s), allow entry onto the Customer's premises, submit the necessary documentation and other written documents, and enable the Controller to contact the Customer's authorized representatives;
- 2.3. to retain a copy of the documents mentioned in Art. 1.2 of the Contract;
- 2.4. to publish selected data related to a successful result of certification in its periodical "List of Certified Products", the compilation and updating of which is one of the conditions of the relevant accreditation;
- 2.5. to charge the Customer a price for the contracted activity in compliance with Art. 3 of the Contract;
- 2.6. to also carry out the necessary destructive tests on the product sample(s) and to return the sample(s) "in after-test condition".

3 The Customer shall:

- 3.1. provide the Controller with all the necessary cooperation, particularly in submitting functional samples, the necessary product documentation, and possibly quality system documentation of the extent necessary for the successful completion of the Customer's contracted activities. Furthermore, the Customer shall ensure the necessary cooperation with the competent entities of the Customer's organisation and forward additional data and more detailed documents and standpoints which may affect the performance of the Controller, both at the request of the Controller or of its own will and persuasion, concerning the necessity of such information for the smooth completion of the contracted activities. The Customer is liable for the validity and truth of the documents and information submitted. All documentation submitted by the Customer shall be in a written form and be furnished with a date of submission and a signature of the Customer's authorized representative. If not agreed otherwise, the Customer shall submit the documentation within three working days after the date of the Controller's written request.
 - 3.1.1. for the purposes of conformity assessment, the technical documentation should be submitted to the Controller in a language previously agreed with the Controller. In the case of the export/distribution of certified products, the Customer takes note that the instructions and warnings must be implemented in the official language or languages of the states into which the products are exported/distributed. If the Customer is an importer, it is required to submit for the purpose of tests and assessments a product that has been properly cleared through customs, accompanied by a "Single Customs Declaration".
- 3.2. ensure that the proper course of the activities carried out by the Controller will not be disturbed by intrusions by third parties and, in justified cases, ensure that the Controller's personnel have access to operations and facilities with the relevant responsible personnel;
- 3.3. send a signed copy of the Contract to the Controller, settle the agreed price by the agreed date, make the advance payment if agreed, and settle the balance if any;

3.4. collect, at its own expense, the product sample(s). The Customer simultaneously agrees that if the product sample(s) are not removed within six months after the due completion of these activities, they will be disposed of/destroyed after this deadline;

3.5. in the case of the granting of a certificate, adhere to the "Rules for using the certificate", which are included in the text of the certificate, and adhere to the "Customer's obligations in respect of the certificate issued", specified in the "Certification and Testing Rules of the Product Certification Body", an excerpt of which is published on the SZU's website.

4 The Customer is entitled:

- 4.1. to require from the Controller essential information on the certification process and other contracted activities. The Customer's authorized representative can consult the Controller's Quality Manual and the "Certification and Testing Rules of the Engineering Test Institute";
- 4.2. to require from the Controller that the sample(s) be returned "in after-test condition";
- 4.3. alternatively, to require that the unused documentation submitted to the Controller to facilitate the completion of the contracted activities also be returned. The Customer, at the same time, agrees that the accompanying documentation, delivered along with the product sample, will also be disposed of (unless the Controller is obliged to archive such documentation in accordance with the regulations for assessment of compliance within the set period) if not withdrawn by the Customer within one year after the completion of the activities ordered.

5 The Customer declares that it has not contracted certification and other activities subject to this Contract with another entity.

6 The Customer undertakes to inform the Controller about each and any change that may affect compliance with the technical requirements of the relevant technical regulation.

7 The rights and responsibilities of the contracting parties not specified explicitly in the Contract are subject to Act 89/2012 Coll., as amended, and other generally valid legal regulations. If the Contract makes express reference to Act 22/1987 Coll., as amended, or Act 90/2018 Coll., as amended, the rights and obligations of the contracting parties are further modified by these Acts and their implementing regulations.

8 In the event of the Customer's default in the implementation of obligations under Art. 2 of the Contract, the Controller is authorized by a unilateral written declaration to change the date of implementation under Art. 2.2 of the Contract. The Controller will notify the Customer immediately. Such a change in the date of implementation shall not be classified as a delay on the Controller's side and it does not deprive the Customer's right to require compensation for lost profit or a price reduction.

9 Any possible withdrawal from the Contract shall be settled in compliance with Section 2001 of Act 89/2012 Coll., as amended.

10 Any possible disputes between the contracting parties that arise in relation to the performance of this Contract will preferably be solved through amicable agreement. Should no agreement be reached, the contracting parties have agreed, in accordance with Section 89a of Act 89/1985 Coll., as amended, that such disputes will be solved by the competent Municipal Court in Brno or by the Regional Court in Brno.

11 Obligations of the Controller and the Customer:

The Controller and the Customer are aware that trade secret under Art. 204 of Act 89/2012 Coll., as amended, and confidential information and communication pursuant to Art. 1730 of Act 89/2012 Coll., as amended ("Confidential Information"), consists of all facts of technical, economic, legal and manufacturing nature in tangible or intangible form, which were identified as such and provided to the other Party. As a rule, these facts are not generally available in the relevant business circles and the Controller and the Customer are interested in their confidentiality and adequate protection. The Inspector and the Customer undertake not to further distribute or reproduce any facts classified as trade secret and confidential information and not to disclose them to third parties. They both agree not to use trade secret and confidential information contrary to their purpose or the purpose for which they were provided, for their own needs, and for the benefit of third parties.

12 The Contract comes into effect on the date it is signed by both contracting parties.