GENERAL TERMS AND CONDITIONS

Version 5 | Effective from 10 November 2026

Article I

Subject Matter of the General Terms and Conditions

1. These General Terms and Conditions (hereinafter the "GTC") govern the provision of management system auditing and certification services in accordance with the applicable normative documents, including management systems of contractors of designated structures under the applicable national document and certification scheme (hereinafter the "Services"). The service provider is ELBACERT, akciová spoločnosť, with its registered office at Kálov 1, 010 01 Žilina, Company ID No.: 36 628 948 (hereinafter "ELBACERT"), and the recipient of the Services is the Customer.

2. A contractual relationship is established on the basis of a written, confirmed Order specifying the subject matter and scope of certification, price and other agreed conditions. Where the Order accepts ELBACERT's written proposal without amendments, the contract is concluded upon delivery to ELBACERT of the Order signed by the Customer; where the Order contains amendments, the contract is concluded only upon ELBACERT's written acceptance of such amendments. Payment of an invoice constitutes performance of a payment obligation and is not, in itself, a condition for the conclusion of the contract. The contract is concluded pursuant to Section 269(2) of the Commercial Code, as amended.

3. The version of the GTC identified in or attached to the Order forms part of the contract. Subsequent amendments to the GTC shall not apply to an existing contract without the parties' written agreement. Individually agreed written terms shall prevail over these GTC, without prejudice to mandatory legal, certification and accreditation requirements.

Article II

Audit Fees and Payment Terms

1. The Customer shall pay ELBACERT the prices for the Services specified in the Order or in the quotation expressly referred to in the Order.

2. If an extraordinary follow-up audit becomes necessary, ELBACERT shall inform the Customer in advance of the reason, anticipated scope and price; the commercial terms shall be agreed separately. This shall not affect the certification body's obligations arising from mandatory certification requirements.

3. The Customer shall pay each invoice within 14 calendar days of its receipt, unless otherwise specified in the Order. Audits shall be invoiced separately, generally after completion of the relevant audit, unless an advance payment or another invoicing milestone is expressly agreed.

4. The Order or the associated quotation shall specify the standards, scope of certification, certified activities, sites, scope of Services and fees for the initial certification and surveillance audits. Prices are fixed for the agreed scope and baseline information; any change in headcount, sites, complexity, scope of certification or required audit duration shall be assessed, and any corresponding price change shall require the parties' prior written agreement.

5. The prices include normal audit preparation, performance and evaluation, preparation of audit documentation and standard issuance of the certificate. Travel, accommodation and other expenses are included in the price unless the Order or quotation expressly identifies them as separate items.

6. Services charged in addition to the Order, including extensions of certification, additional sites and extraordinary assessments, shall be provided only after prior written agreement on their scope and price. Where an extraordinary audit is objectively required by certification rules, refusal to undergo such an audit may affect certification status; ELBACERT shall inform the Customer of such consequences.

7. Issuance of a certificate is conditional upon successful completion of the certification process, a positive certification decision and payment of the fee for the relevant certification audit in accordance with the agreed payment terms. Advance payment for future surveillance audits shall not be required for issuance of the certificate unless expressly agreed otherwise by the parties.

Article III

Term and Termination of the Contract

1. The contract shall take effect upon its conclusion, unless otherwise agreed by the parties, and shall be concluded for the relevant certification cycle. The standard management system certification cycle lasts three years; for management systems of contractors of designated structures, the period specified by the relevant certification scheme shall apply. The validity of the certificate is governed by the certification decision and the applicable normative requirements.

2. The contract may be terminated by mutual agreement of the parties on an agreed date.

3. ELBACERT may withdraw from the contract if the Customer is more than 60 days late in providing the cooperation required under the contract. This shall be without prejudice to the right to claim damages.

4. The Customer may withdraw from the contract if ELBACERT is more than 60 days late in performing its obligations under the contract. This shall be without prejudice to the right to claim damages.

5. The Customer may request early termination of the contract in writing, including before the next scheduled audit. The Customer shall pay for Services demonstrably performed and for substantiated, reasonably incurred, non-recoverable expenses directly attributable to a specific scheduled audit that could not reasonably have been avoided. No such reimbursement shall apply where termination results from ELBACERT's proven material breach of its obligations; the same expenses may not be claimed twice. The parties may agree a cap on such reimbursement in the Order.

6. Termination shall not affect the obligation to pay for Services already performed, confidentiality, data protection or statutory and accreditation-related record retention obligations. Failure to undergo a mandatory surveillance audit may result in certification measures under the applicable rules, of which ELBACERT shall inform the Customer; termination of the contract does not in itself replace a separate decision on certification status.

Article IV

Conditions for Conducting Audits

1. A certification audit includes, in particular, review of documentation, audit preparation and planning, an on-site audit or another permitted audit method, preparation of the audit report and, where the conditions are met, issuance of the certificate.

2. Following successful completion of the certification process and a positive, independent certification decision, ELBACERT shall issue a certificate provided that the payment conditions under Article II(7) have been met. Certification of contractors of designated structures is additionally subject to the relevant scheme and Article VII(1).

3. Following the granting of certification, mandatory surveillance audits shall be conducted during the certification cycle. For the standard three-year cycle, the first surveillance audit shall be carried out no later than 12 months after the certification decision, and subsequent audits at intervals required by the applicable certification rules. For contractors of designated structures, intervals shall be determined by the relevant certification scheme and the extent to which qualification requirements have been met, in particular Scheme F or G; the specific schedule shall be set out in the Order or audit programme. Where a specific national document requires additional surveillance audits, its mandatory requirements shall prevail.

4. Audit dates shall be agreed by the parties. If agreement cannot be reached, ELBACERT shall offer three reasonable dates taking into account the Customer's organisational circumstances and mandatory intervals. Within seven working days, the Customer shall confirm a date or provide written reasons why the proposed dates are unacceptable and suggest an alternative. Repeated unjustified refusal of reasonable dates or failure to cooperate despite a written request may be considered a failure to permit the audit.

5. ELBACERT shall perform its contractual obligations independently. ELBACERT may engage another person to perform the contracted activities but shall remain responsible for the audit as if it had performed it itself.

6. ELBACERT shall fulfil its obligation to perform the contracted Services by duly completing them and delivering the audit report to the Customer. Where the condition of the Customer's management system, as determined by the audit, permits, ELBACERT shall register the certification and issue a certificate.

7. The Customer shall provide ELBACERT with all necessary information and relevant instructions, allow performance of the contracted Services and provide any items it has undertaken to provide. The Customer shall ensure the active cooperation of its employees during the audit and provide the necessary assistance in a timely manner.

8. The Customer shall designate an employee authorised to communicate with ELBACERT and ensure that this employee has sufficient authority to facilitate uninterrupted performance of the contracted Services.

9. The Customer may monitor how the audit is performed. If the Customer finds that ELBACERT is conducting the audit in breach of its obligations, the Customer may require ELBACERT to remedy deficiencies caused by improper performance and conduct the audit properly.

10. ELBACERT shall promptly notify the Customer if items provided by the Customer or the Customer's instructions are unsuitable for performance of the contract, provided that ELBACERT could have identified such unsuitability by exercising professional care.

11. If unsuitable items or instructions prevent proper performance, ELBACERT shall suspend performance until the items are replaced, the instructions amended or the Customer provides written notice insisting that performance continue using the supplied items or instructions. During such suspension, ELBACERT shall not be considered in delay in fulfilling its obligations.

12. ELBACERT shall perform the contract with professional care and shall be responsible for its proper performance.

13. The purpose of a certification audit is to assess objectively the conformity of the management system with the applicable normative documents, evaluate its implementation and effectiveness, identify findings and prepare an audit report. If certification does not cover the entire organisation, the certified sites and activities shall be identified in the Order or certification documents.

14. Where the result of the certification process and the certification decision permit issuance of a certificate, ELBACERT shall normally issue one copy in Slovak and one in English, in A4 format. Each additional A4 original shall cost EUR 10 and each A3 copy EUR 15, unless the quotation provides otherwise.

15. If nonconformities documented in the audit report prevent issuance of a certificate, the Customer shall remedy the identified deficiencies. The Customer and ELBACERT shall agree separately, generally in the audit report, on the method of correcting the nonconformities and the manner of verifying corrective action. Where verification based on documentation is not possible, ELBACERT shall conduct an extraordinary follow-up audit at the Customer's premises to verify that the deficiencies have been remedied. If the deficiencies have been corrected, ELBACERT shall proceed with registration and issue a certificate in accordance with the Customer's requirements. ELBACERT may also conduct an extraordinary follow-up audit in response to a report or complaint from a third party. In justified cases determined by ELBACERT, documented evidence of correction may suffice without the need for an extraordinary on-site audit.

16. Dates of individual audits shall be agreed taking into account the certification scheme. ELBACERT shall provide the audit plan sufficiently in advance and the audit report within the period stated in the plan or separately agreed with the Customer. Issuance of the certificate depends on an independent decision, closure of any nonconformities and fulfilment of relevant conditions. Delays caused by insufficient cooperation by the Customer or the need for corrective actions shall not constitute delay on the part of ELBACERT.

17. Certification Services constitute independent conformity assessment. They do not include introducing a management system, preparing or implementing documentation, or providing consultancy on the development and maintenance of a management system.

18. Neither conclusion of the contract nor payment of the fee gives rise to an entitlement to the granting or maintenance of certification. ELBACERT shall independently decide whether to grant, renew, suspend, withdraw or reduce the scope of certification on the basis of an objective assessment of requirements and the applicable procedures.

Article V

Confidentiality and Non-Disclosure

1. ELBACERT shall keep confidential all data, facts and procedures learned in the performance of the contract which constitute the Customer's trade secrets or which the Customer has specifically designated as confidential. The duty of confidentiality shall continue after termination of the contract until such data, facts and procedures become generally known.

2. ELBACERT shall ensure that all persons engaged by it to conduct the audit also comply with the duty of confidentiality.

3. The Customer shall keep confidential all information learned in connection with the contract which constitutes ELBACERT's trade secrets or which ELBACERT has specifically designated as confidential. This obligation shall survive termination until the information becomes generally known.

4. The Customer authorises ELBACERT to publish selected information in the register of certified organisations, including the business name, registered office, normative document (designation of the standard against which certification was performed), scope of certification and certification validity date.

5. The Customer acknowledges that the accreditation body may, as part of accreditation assessments, inspect relevant certification records and attend an audit through authorised representatives; ELBACERT shall inform the Customer of such attendance in advance where practicable. Access shall be granted in compliance with applicable confidentiality rules.

6. All non-public commercial, operational, technical, organisational and security information obtained during an audit, including configurations, vulnerability information, audit results and audit findings, shall be deemed confidential without any requirement for separate marking. This shall not apply to lawfully public information or information lawfully and independently obtained from another source.

7. Confidential information shall be used solely for certification activities, record-keeping, certification decisions and compliance with legal, accreditation and contractual obligations. Access shall be restricted to authorised persons bound by confidentiality. Disclosure to an authorised accreditation body or public authority to the extent necessary shall not constitute a breach of confidentiality.

8. ELBACERT shall implement appropriate technical and organisational measures to protect confidential information during transmission, disclosure and storage. ELBACERT shall notify the Customer without undue delay of any identified security incident having a significant impact on the Customer's confidential information.

9. Confidential information shall not be entered into publicly available external artificial intelligence tools that do not ensure adequate confidentiality and control over processing. Secure internal tools or contractually controlled tools may be used subject to legal and security requirements and appropriate data protection.

10. After the end of the cooperation, ELBACERT shall return or securely delete materials it no longer needs. Records that ELBACERT must retain for legal, certification or accreditation reasons shall be retained for the required period, subject to continued confidentiality and security safeguards.

Article VI

Personal Data Protection

1. The parties shall comply with Regulation (EU) 2016/679 (GDPR), Slovak Act No. 18/2018 Coll. on Personal Data Protection, as amended, and all other applicable personal data protection rules.

2. The parties' respective roles shall be determined by the activities actually performed. ELBACERT acts as an independent controller where it independently determines the purposes and essential means of processing, including when maintaining its own certification records, documenting audit results, making decisions and fulfilling legal and accreditation obligations. Only where ELBACERT processes data on the Customer's behalf on the basis of the Customer's documented instructions in relation to a particular activity shall it act as a processor to that extent.

3. Audits may require the processing of names, surnames, titles, job positions, business contact details and information on qualifications, training, appointments, authorisations or records relevant to the requirement being assessed. Data subjects may include employees, management, contractors and other persons identified in audit evidence. Special categories of personal data are not routinely required; if their review is necessary, inspection or a redacted sample shall be preferred and the lawfulness of the processing assessed separately.

4. ELBACERT shall prefer inspection of relevant records over retaining copies and shall keep only the information necessary to objectively substantiate certification conclusions and fulfil its own obligations. Where the audit purpose can be met using anonymised or appropriately redacted samples, such materials shall be preferred. The scope of evidence requested shall be determined by the relevant standard, audit plan and identified risks.

5. When acting as an independent controller, ELBACERT shall independently ensure an appropriate legal basis, transparency, data minimisation, security and retention periods. The Customer shall ensure the lawfulness of disclosures of personal data under its control. The parties shall provide reasonable cooperation in meeting information obligations and handling legitimate requests from data subjects.

6. Where it is established that ELBACERT will process personal data on the Customer's behalf for a particular Service, before such processing begins the parties shall specify in writing the subject matter, duration, nature and purpose of processing, categories of data subjects and personal data, and the Customer's rights and obligations. These particulars shall be set out in the Order or a separate annex which, together with the following provisions, shall constitute an agreement under Article 28(3) GDPR.

7. When acting as a processor, ELBACERT shall process personal data only on the Customer's documented instructions, including instructions concerning transfers to third countries, unless processing is required by law; ELBACERT shall inform the Customer of such a legal requirement unless prohibited by law. Persons authorised to process the data shall be bound by confidentiality. ELBACERT shall implement appropriate measures under Article 32 GDPR.

8. ELBACERT shall engage another processor only with the Customer's prior specific or general written authorisation. Where general authorisation is given, ELBACERT shall notify intended changes and provide an opportunity to object. ELBACERT shall impose corresponding obligations on the further processor and remain liable for its performance in accordance with the GDPR. Transfers outside the European Economic Area shall take place only in compliance with Chapter V GDPR.

9. As a processor, ELBACERT shall provide reasonable assistance in handling data subjects' rights and in fulfilling the Customer's obligations under Articles 32 to 36 GDPR, taking into account the nature of the processing and the information available to it. ELBACERT shall notify the Customer of a personal data breach without undue delay after becoming aware of it. It shall make available information necessary to demonstrate compliance with Article 28 and permit authorised audits and inspections to a reasonable extent, while protecting other customers' confidential information and the independence of certification decisions.

10. Upon completion of processing as a processor, ELBACERT shall, at the Customer's choice, delete or return the personal data and delete existing copies unless continued retention is required by law. ELBACERT shall promptly inform the Customer if it considers that an instruction infringes the GDPR or other data protection legislation.

11. Personal data processed by ELBACERT as an independent controller shall be retained in accordance with its legal basis, purpose and applicable record-retention and accreditation requirements; termination of the contract does not in itself require destruction of all certification records.

Article VII

Rights and Obligations of the Parties

1. Certification is based on the requirements of the relevant standard against which the management system is certified, and a certificate may be granted only once those requirements have been met. For certification of contractors of designated structures, the certificate may be granted only once the Customer has fulfilled all obligations towards the Association of Construction Entrepreneurs of Slovakia (Zväz stavebného priemyslu Slovenska), for which ELBACERT assumes no responsibility.

2. ELBACERT shall inform the Customer, as certificate holder, of changes to certification procedures directly relevant to the Customer.

3. ELBACERT shall accept complaints concerning certification procedures in writing. ELBACERT shall also maintain a separate independent procedure for handling appeals against certification decisions in accordance with its certification procedures.

4. In order to maintain the validity of the certificate, the mandatory surveillance audits under Article IV(3) must be carried out at the Customer's premises during the certification cycle in accordance with this contract, with a positive outcome.

5. Following successful certification, the Customer shall notify ELBACERT by fax, e-mail or telephone of all material changes affecting conformity of the system with the normative document against which it was certified (including changes in legal, commercial or organisational status or ownership, contact or registered addresses, scope of certification or other significant changes). The Customer shall also inform ELBACERT of all complaints, disputes and legal proceedings relating to the management system. In significant disputes concerning the certification process, the parties shall first seek an amicable resolution. Where warranted by the nature of the dispute, they may agree in advance in writing on an independent expert assessment or extraordinary audit, including the selection of an independent organisation, scope, date, price and allocation of costs. The conclusions shall serve as expert evidence and not as a court decision; the right of access to the courts and ELBACERT's independent certification decision-making shall remain unaffected.

6. The Customer shall record all complaints concerning its management system and their resolution and shall make such records available to the auditor during the audit.

7. As a general rule, the Customer shall make available to ELBACERT, at least 14 days before the audit, the relevant management system documentation necessary for audit preparation, particularly current procedures and records of internal audits and management review, to the extent required by the planned audit. Sensitive information may be appropriately redacted provided that this does not prevent verification of conformity.

8. The Customer shall permit authorised observers to attend where necessary for accreditation or legally required oversight. ELBACERT shall provide prior notice of their attendance where practicable. Attendance by any other observers shall require the Customer's prior consent; all such persons shall comply with confidentiality and security requirements.

9. If the Customer provides copies of certification documents to third parties, the documents shall be reproduced in their entirety.

10. When referring to the management system of contractors of designated structures and the scope of certification in communications, such as documents, brochures or advertising, the Customer shall comply with the requirements of the certification body or the specifications of the certification scheme.

11. The Customer agrees to comply with all requirements prescribed by the certification scheme concerning the use of the mark of conformity and information relating to the subject of certification.

12. The Customer shall permit the audit team to inspect records and access organisational units within the scope of the management system subject to certification.

13. The Customer shall duly and promptly approve, accept and pay for the Services performed by ELBACERT in the amount, within the period and by the method agreed in the contract.

14. After issuance of a management system certificate, the Customer shall comply with all conditions of this contract and shall promptly notify ELBACERT of any failure to meet them.

15. The conditions referred to in the preceding paragraph include, in particular, establishing, developing and maintaining the management system in its entirety.

16. The Customer shall refrain from misleading statements about certification or the use of the certificate, including statements likely to harm ELBACERT's reputation or public confidence in it.

17. The Customer shall promptly notify ELBACERT of any circumstances that may affect the continued ability of its management system to meet the requirements of the standard used for certification.

18. If the scope of certification is reduced, the Customer shall amend all related documents, statements and promotional materials accordingly.

19. For certification under ISO 45001:2018 (occupational health and safety management systems), the Customer shall promptly notify ELBACERT of any serious incident or breach of regulations requiring the involvement of the relevant regulatory authority.

Article VIII

Use of the Certificate and Certification Mark

1. Following the granting of a certificate, the Customer may use the certification body's certification mark and, where applicable, the mark of the owner of the certification scheme (management systems of contractors of designated structures).

2. The use of the certification mark for management systems of contractors of designated structures is described in the document "Requirements for the Use of the Certification Mark of Conformity with the Requirements for the Management System of Contractors of Designated Structures", Revision (1), published at www.vyhradenestavby.sk.

3. The Customer may not use the certification mark for areas that have not been certified.

4. The certification mark may not be placed on tested items or products or used to indicate product certification, nor may it be used in a manner suggesting that the certification body assumes responsibility for the quality of items, products or services.

5. The certification mark may not be used on laboratory test, calibration or inspection reports.

6. ELBACERT may check the use of the certification mark during any audit conducted at the Customer.

7. The certification mark may be displayed in a colour different from the official version, provided only one colour is used. It may also be displayed in a different size provided the aspect ratio of the official certification mark or mark of conformity is maintained.

8. The right to use the certificate and certification mark shall cease, in particular, upon expiry, cancellation or withdrawal of certification, in the event of prohibited or misleading use of certification, or in other cases set out in the applicable certification rules. ELBACERT shall decide on relevant measures in accordance with its procedures and inform the Customer.

9. ELBACERT may suspend certification if the management system seriously or persistently fails to meet certification requirements, identified nonconformities have not been corrected, the Customer does not permit mandatory audits, fails to notify significant changes, conceals a serious complaint or requests suspension itself, or in other cases provided for in certification rules.

10. During suspension of the certificate's validity, the Customer shall not use the certificate or any advertising or promotional materials referring to certification.

11. Failure to resolve the circumstances giving rise to suspension within a reasonable period specified by ELBACERT shall result in withdrawal of certification or reduction of its scope.

12. ELBACERT may decide to suspend or withdraw certification, or reduce its scope, in accordance with this Article and the applicable certification and accreditation requirements. The decision shall be reasoned and communicated to the Customer. This shall be without prejudice to the right to claim proven damages.

13. If the Customer fails to pay an invoice within 90 days after its due date, ELBACERT shall, before taking any certification measure, issue a written demand for payment allowing an additional period of at least 14 calendar days from receipt of the demand and warning of the possible consequences. If the Customer still fails to pay, ELBACERT shall proceed in accordance with its certification rules. In the event of a reasoned written dispute concerning an invoice, where the Customer pays the undisputed portion and states specific grounds for the dispute, the mere contesting of the balance shall not automatically justify withdrawal of the certificate. ELBACERT retains the right to recover valid outstanding amounts.

14. If the Customer's certificate is restricted or withdrawn, the Customer shall not use the certificate, certification mark or any materials referring to certification.

15. When the authorisation to use certification ends, the Customer shall cease using the certificate and ELBACERT certification mark and remove relevant references from advertising and promotional materials; where necessary in light of the issued format, the Customer shall also return the original certificate.

Article IX

Contractual Penalties and Compensation for Damage

1. If a certificate has been withdrawn or declared invalid by a decision under Article VIII and the Customer fails to return a requested original paper certificate within 30 days of receipt of the reasoned notice, ELBACERT may claim a contractual penalty of EUR 300. This provision shall not apply to certificates issued exclusively electronically; ELBACERT shall issue a written request for compliance before claiming the penalty.

2. The parties declare that they consider the contractual penalties agreed in this contract to be reasonable in light of industry practice and the circumstances of the parties.

3. The parties expressly agree that default interest and contractual penalties shall not be charged unless and until either party asserts its legal entitlement to such default interest or contractual penalty in writing under this contract.

4. Each party shall be liable for damage suffered by the other party as a result of that party's breach of its contractual obligations.

Article X

Dispute Resolution and Final Provisions

1. The parties undertake to seek an amicable resolution of all disputes in the first instance through mutual agreement.

2. Notices and documents shall be served in person, by post, courier or e-mail using the contact details stated in the Order or subsequently notified in a verifiable manner. Routine organisational communications, audit plans and document exchanges may be handled by e-mail. An electronic message shall be deemed delivered upon demonstrable delivery to the recipient's electronic mailbox, provided no non-delivery notification has been received. Withdrawal from or termination of the contract, assertion of material claims and certification measures require verifiable delivery. The parties shall promptly notify each other of changes to contact details.

3. The contract and these GTC shall be governed by the laws of the Slovak Republic, in particular the provisions of the Commercial Code.

4. These GTC form an integral part of the contract in accordance with Article I(3).

5. The invalidity or ineffectiveness of any provision shall not affect the remaining provisions. The parties shall replace it with a legally permissible provision that most closely reflects its original purpose.

6. These GTC, Version 5, shall enter into force and take effect on 10 November 2026 and shall apply to contracts concluded on or after that date. Contracts concluded earlier shall be governed by the version of the GTC agreed upon at their conclusion, unless the parties agree otherwise in writing.

Žilina, 10 November 2026

Švajda

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Ing. Alois Švajda
Chairman of the Board of Directors
ELBACERT, akciová spoločnosť