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§ 1. General provisions

1. The General Terms and Conditions for Provision of Services (hereinafter referred to as “GTCS”) define the rules for the provision of calibration services by the APLISENS Calibration Laboratory (hereinafter referred to as “Laboratory”), which is part of Aplisens S.A. based at ul. Morelowa 7 in Warsaw, entered to the National Court Register kept by the District Court for the Capital City of Warsaw, 14th Commercial Division under KRS number 0000302835; with the assigned NIP number: 113-08-88-504 and REGON number: 012265485.
2. The Laboratory consists of two laboratories: the Pressure Laboratory located in Warsaw and the Flow Laboratory located in Radom.
3. The Laboratory hereby defines the rules of commercial cooperation with the Employer who is not a consumer in terms of sale of calibration services for measuring devices (hereinafter referred to as: MD) offered by the Laboratory under the accreditation No. AP 122 (see www.pca.gov.pl).
4. GTCS constitute an integral part of each offer submitted by the Laboratory.
5. GTCS do not apply to the sale of the MD services on the basis of separate service sales contracts concluded in writing.
6. The Parties exclude the use of other contract templates (general terms and conditions of the calibration contract, terms and conditions of service sales, contract templates, regulations, etc.) used/established by the Employer.
7. The Employer is obliged to read the provisions of GTCS. GTCS are publicly available at www.aplisens.pl

§ 2. Terms and conditions for provision of calibration services

1. The Laboratory will provide services in a professional manner and due care, based on the order. Acceptance of an order never constitutes a commitment by the Laboratory to achieve a specific result. The Laboratory determines the methods and manner of providing services in consultation with the Employer, based on its professional knowledge, standards, norms, methodologies, customs and practices, and may consider the Employer's procedures, instructions and guidelines.
2. The Employer places an order for the calibration service by sending it by mail or e-mail to the appropriate Laboratory:
 - 1) for calibration of pressure and differential pressure transmitters
 - address: Aplisens S.A. Calibration Laboratory of the Pressure Laboratory, ul. Morelowa 7, 03-192 Warsaw
 - e-mail: laboratorium@aplisens.pl;
 - 2) for calibration of flow meters

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- address: Aplisens S.A. Calibration Laboratory, Flow Laboratory, ul. Hodowlana 6, 26-601 Radom
 - e-mail: laboratorium.przeplywy@aplisens.pl;
3. Placing an order is a binding declaration of the Employer to purchase the calibration service and acceptance of GTCS.
 4. The date of placing an order for the calibration service is the date of acceptance by the Laboratory of the order sent by one of the methods indicated in p. 2 above subject to further provisions. The calibration order is executed after delivering the MD to the appropriate Laboratory.
 5. The Laboratory will inform the Employer about the incapacity to fulfil the order for calibration services in its entirety or in part or reasons beyond the control of the Laboratory no later than within 5 business days from the delivery of the MD to the appropriate Laboratory, indicating the reason for the refusal to complete the order for calibration services and the number of calibrations to which the refusal applies.
 6. Any change or complete cancellation of the calibration service order placed by the Employer may only be made in writing and with the written consent of the Laboratory.
 7. The Laboratory reserves the right not to grant consent to the cancellation of orders for calibration services that have already been completed or in progress, and the Employer will be charged with their costs.
 8. Orders for calibration services will be valued based on the unit price of the calibration site applicable in accordance with the price list, including transport, with the option of granting a discount to the Employer.
 9. The deadlines for the completion of individual orders are agreed with the Employer at the time the order is accepted by the Laboratory. These deadlines may be changed after prior consent of the Parties. The agreed deadlines may be binding for the Laboratory, unless the Employer fails to fulfil its obligations before starting the execution of each order in terms of cooperation necessary for the proper order implementation; in such a case, the deadline shall be appropriately postponed by the time of delay resulting from the action or omission of the Employer.

§ 3. Terms and conditions for rendering calibration services

1. The MD's provided by the Employer must be clean, complete, functional and configured for calibration. If the above-mentioned conditions are not met or there are other obstacles that prevent calibration from being conducted, the Laboratory reserves the right to withdraw from the service and return the MD at the sole expense and liability of the Employer.
2. The planned completion date is the expected date of the service completion by the Laboratory and must not be treated as a date guaranteed for the return of MD with a Calibration Certificates.
3. Calibration process is conducted in accordance with the procedures whose names, designations and dates of issue to be specified on the Calibration Certificate.

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4. As standard, the Laboratory performs calibrations for:
 - a. pressure transmitters: 5- point (0%, 25%, 50%, 75%, 100%) FSO.
 - b. for electromagnetic flowmeters:
3 points, 3 repetitions (100% Q^* , 55% Q^* , $Q_{\min(0.3 \text{ m/s})}$), or
5 points, 3 repetitions (100% Q^* , 80% Q^* , 55% Q^* , 25% Q^* , $Q_{\min(0.3 \text{ m/s})}$),
where Q^* is the value of the flow volume corresponding to the speed: (4 – 6) m/s.
5. The Employer may agree with the Laboratory on other calibration points for both MD's and number of repetitions for electromagnetic flowmeters.
6. The Laboratory may perform calibrations outside the scope of the accreditation within the scope of its measurement capabilities.
7. The document confirming the calibration is the Calibration Certificate.
In the place describing the "Object of calibration" on the Calibration Certificate issued within the scope of accreditation, the Laboratory uses vocabulary consistent with Annex No. 2 to DAP-04. The Calibration Certificate may contain the results of calibration of parameters outside the scope of accreditation, and they shall be marked appropriately. The Calibration Certificate is prepared and issued in electronic form and sent to the e-mail address provided in order. Only at the written request of the Employer, the Calibration Certificate may be prepared and issued in paper form.
8. The Calibration Certificates is issued in a bilingual format, in Polish and English.
9. The Calibration Certificate applies only to the MD, not to a batch of products and refers only to the results, facts and circumstances found at the time and place of providing the calibration service.
10. The calibration service does not include activities related to MD servicing, in particular its cleaning, inspection, maintenance and troubleshooting.
11. Along with the MD, the Employer is obliged to provide any equipment necessary for its calibration.
12. The Employer should provide the MD instruction manual.
13. At the request of the Laboratory, the Employer is obliged to provide all technical documentation required for the proper execution of the order.
14. The Employer is obliged to deliver the MD by its own means of transport, forwarder or courier company, at its own expense and responsibility.
15. The Laboratory is not liable for damages discovered at the time of acceptance of the shipment or delivery of the MD by the Employer and revealed during the provision of the calibration service.
16. The Laboratory undertakes to exercise due care when preparing and packaging the MD for transport. The Laboratory considers the typical packaging method for placing MD in the Employer's packaging, or if this is not possible, provides new packaging.

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17. The Employer is obliged to collect the MD immediately using its own means of transport, forwarder or courier company, and at its own expense and responsibility, after the agreed completion date or after being notified about the performance of the service by the Laboratory.
18. After the calibration service has been performed, the ICs may be delivered by courier to the Employer's registered office or to a location indicated by the Employer at the express request and according to instruction of the Employer under its sole responsibility. The Employer solely bears shipping costs.
19. The MD is collected by signing the transport document. By signing the transport document, the Employer confirms receipt of the correct invoice.
20. The MD may also be collected from the Laboratory's warehouse. In such a case, the Employer acknowledges the receipt of the devices on the invoice, thus confirming that it was issued correctly.
21. Upon receipt, the Employer is obliged to check whether the MD packaging was opened or damaged in transport resulting in the damage to the packed devices.
In the event of any reservations related to the above, the Employer is obliged to notify about it in the complaint report or transport document at the time of receipt of the shipment from the carrier, under pain of losing the right to raise objections in this regard at a later date.
22. Upon receipt of the MD, the risk of accidental loss or damage is transferred to the Employer.
23. If the MD is not collected within the specified period, the Laboratory reserves the right to charge the Employer with a fee indicated in the price list for each day of storage. The risk of loss and damage to the MD is transferred to the Employer upon delay in its receipt.

§ 4. Rights and Obligations of the Parties

1. If the external inspection of the MD shows that it is impossible to fully perform the calibration service, and the Employer does not remove the reason that prevents the service from being performed, a fee of 20% of the agreed remuneration is charged.
2. The operating history of the delivered MD must be consistent with the actual situation. In the event of contamination of the station by MD, the Employer will be charged with the costs of cleaning, and in the case of flow stations, additional costs of water replacement (approx. 40t).
3. In case of doubts as to the origin of the contamination, e.g. to the lining of the sensor of the MD delivered, the Laboratory may refuse to perform the calibration service. The Employer covers the costs of return shipment.
4. The Employer shall be charged with the costs of cleaning of any delivered contaminated MD that can be cleaned in accordance with the applicable price list for the Laboratory's services.
5. If the MD is found to be inoperable during calibration, any further calibration procedure will be discontinued, and the MD will be returned to the Employer for a fee specified in an applicable price list for the Laboratory's services, or shall be repaired by Aplisens S.A. service if the MD is a device manufactured by Aplisens S.A., on the basis of a separate service contract.

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6. The Laboratory may perform adjustments in MD only at the Employer's express request, provided that it has appropriate software and hardware capabilities at a given time or the Employer provides a communicator or software enabling it to be performed.

§ 5. Remuneration and terms of payment

1. The remuneration is determined based on the price list or offer if discounts are applicable.
2. In the absence of any other regulations, the closing price of the service is based on the current prices applied by the Laboratory's according to the price list applicable on the day of order confirmation.
3. The Laboratory is entitled to remuneration for the services provided - regardless of the calibration result.
4. Invoices issued by the Laboratory for services provided are payable by bank transfer. The account number and payment deadline are indicated in the content of the issued VAT invoice.
5. The Employer is obliged to timely settle the amount due for the calibration service and transport costs and to collect deliveries on time. The day of payment is the day the payment amount is credited to the Laboratory's bank account.
6. The Employer authorizes the Laboratory to issue a VAT invoice without the Employer's signature.
7. In the case of order cancellation by the Employer in part, which is only permitted with the written consent of the Laboratory, the Employer is obliged to cover all costs incurred by the Laboratory related to the entry into or execution of this order.
8. If the continuation or completion of the order by the Laboratory is prevented for reasons beyond its control, the Employer will pay remuneration proportional to the amount of work performed before the suspension. In such a case, the Laboratory will be released from liability for failure to complete the order.
9. In the event of the Employer's delay in settling the amount due, the Laboratory reserves the right to charge statutory interest for late commercial transactions.
10. The Laboratory reserves the right to increase prices in specific cases when circumstances relating to the subject of the order, unknown at the time of its acceptance, result in higher expenses than expected.
11. When there are justified doubts as to the solvency of the Employer or in the event of delays in payment or arrears due to previously performed orders, the Laboratory may make further provision of services conditional on the prior payment of the entire agreed amount and payment of amounts that have not been paid within the prescribed period.

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§ 6. Complaints

1. Complaints regarding services provided should be submitted in writing by mail or by e-mail to the addresses indicated in §2 p. 2.
2. The complaint should include a detailed description of the identified irregularities with indication of the date or order number, invoice number and the MD subject to calibration.
3. The Laboratory will respond in writing to the reported complaint within 14 days from the date of its receipt.
4. If the Laboratory decides that consideration of the complaint requires the re-delivery of the MD, the Employer will provide the MD at its own expense, keeping in mind that the period for examining the complaint specified in section 3 above must be appropriately extended by the time necessary to send and deliver the MD to the Laboratory.
5. In the event that the complaint is accepted:
 - a. the method of its consideration is decided by the Laboratory,
 - b. transportation costs to and from the Laboratory are covered by the Laboratory.
6. Provided that the Parties reach an agreement on the merits of the complaint, re-calibration will be conducted (if possible) in another, independent calibration Laboratory that meets the requirements of the PN-EN ISO/IEC 17025:2018-02 standard as part of the arbitration process. The Employer then shall settle the calibration costs, and the Laboratory returns them as soon as the complaint is accepted.

§ 7. Confidentiality

1. Any written or oral information provided or made available by one party to the other party in connection with the conclusion or performance of the contract, in particular regarding the description of the service, service specifications, general terms and conditions, financial, technical, technological and commercial issues, applicable procedures, will be treated as confidential and will not be disclosed to third parties without the prior written consent of the party providing such information or making it available.
2. The Laboratory provides calibration results and similar information obtained in connection with the executed order only to the Employer, unless the parties agreed otherwise, and in particular when the Employer expressed his consent to make the above-mentioned documents available to third parties in writing.

§ 8. Final provisions

1. Under pain of nullity, any withdrawal, additions and or modifications to the content of the General Terms and Conditions must be done with the mutual consent of the parties and in writing.

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2. The provisions of Polish law shall apply, in particular of the Civil Code, in any issues not covered by these terms and conditions.
3. Any disputes that may arise in the implementation of these terms and conditions, will be settled before the courts competent for the seat of APLISENS S.A.
4. Basic information regarding the processing of personal data of clients and contractors of APLISENS S.A. can be found at:
http://aplisens.pl/pdf/rodo/Informacje_podstawowe_dotyczace_przetwarzania_anych_osobch.pdf