

GENERAL TERMS AND CONDITIONS OF METROLOGY SERVICES AND SERVICES OF ASSAY OFFICE OF ESTONIA

1 GENERAL PROVISIONS

- 1.1 The services provided by the Metrology Division and Research and Development Division of AS Metrosert (hereinafter Metrosert) covered by general terms and conditions are the calibration and verification of measuring instruments (incl. conformity assessment pursuant to Directives 2014/31/EU and 2014/32/EU), the measurement of objects' parameters and the services of the Assay Office of Estonia (assaying articles of precious metal and affixing control marks to articles; affixing compulsory marks to precious metal articles (Fineness and Sponsor's marks); analysis of material; gemmology; expert assessments, consultations; keeping the State Register of Sponsor's Marks (hereinafter STSM)).
- 1.2 Upon providing services, Metrosert follows the legislation of the Republic of Estonia, accreditation requirements and management system and as to the services of the Assay Office of Estonia, also the contract entered into with the Republic of Estonia regarding operating as a precious metal assayer and keeping the STSM.
- 1.3 If a contract has been entered into between Metrosert and the Client for the provision of the services specified in Clause 1.1, the terms and conditions of the contract shall prevail over the general terms and conditions.

2 SERVICE CONTENT

- 2.1 Metrosert provides the service of measuring instrument calibration either in an area accredited by the Estonian Accreditation Centre (EAK) within the scope specified in the annex of the accreditation certificate K001 (hereinafter all references to EAK's accreditations), within the scope specified in Annex C of the mutual recognition agreement of the International Committee for Weights and Measures (CIPM) or in an unaccredited area by agreement with the Client according to the measuring instrument's field of application (specification). Metrosert provides the service of verifying measuring instruments within the scope specified in Annexes I and II of the accreditation certificate I050 of an inspection authority. Metrosert provides the services of measuring objects' parameters and analyses of precious metals within the scope specified in the annex of accreditation certificate L061 or as agreed upon with the Client.
- 2.2 The basis for providing the service is an order letter, contract or price offer submitted by a representative of Metrosert and the Client's confirmation thereof.
- 2.3 If the Client has not submitted additional information/conditions as to the scope of the work, work is done within the scope specified in the price list. Adjustment and repair of a measuring instrument and changing its batteries/fuses as well as the setup of a measuring instrument from the transportation package shall be made on the basis of a separate agreement. The Client shall be informed and all agreements shall be made in writing, if the scope or content of the work need to be changed after making the order, if Metrosert believes the ordered service is not most suitable for the measuring instrument/test object or solving a measuring task, or if the Client wishes that an inappropriate or outdated method is used upon providing the service.
- 2.4 If the Client wishes to receive a statement of conformity to established requirements based on calibration, measuring or test results (a standard, specification, etc., is the basis therefor), the normative document specifying the requirements shall be proceeded from upon considering the measurement uncertainty. If the normative document does not stipulate considering the measurement uncertainty, the latter shall be taken into account upon providing the evaluation of conformity, unless agreed otherwise with the Client.
- 2.5 The order shall be generally completed within five working days as of the receipt of measuring instruments, precious metal articles/materials by Metrosert, unless the Client has been previously informed of the term of performing the order to be different and/or it has been agreed otherwise with the Client. If the order is received in a different location than its execution by Metrosert, up to two working days shall be added to the term of performing the order.
- 2.6 Upon calibration, Metrosert shall issue a calibration certificate of the measuring instrument either on paper or confirmed with a

- digital stamp and place an information label on the measuring instrument. Verification marks shall be placed on the measuring instrument that complies with verification requirements and a verification certificate shall be issued upon the Client's request or due to legislative requirements. Upon non-compliance with the verification requirements, a non-compliance certificate shall be issued. A measuring protocol shall be issued about the results of a measuring service.
- 2.7 A user manual, figure of the measured object or the measuring task and a safety manual (if applicable) must be available for a calibrated or verified measuring instrument or a measured object in a language understandable by the Metrosert representative. If specific training is foreseen by the producer, Client or another authority for the use of the measuring instrument, the measuring instrument must be run by the Client's representative or the Client must ensure respective training for the Metrosert representative.
- 2.8 For providing the service of marking precious metal articles with compulsory marks (Fineness and Sponsor's mark), the Assay Office of Estonia uses the sponsor marks provided by the Client that are suitable for providing the service (the Assay Office of Estonia is liable for targeted use and preservation of the mark). The Assay Office of Estonia shall not be liable for the correctness of the fineness mark affixed to the article, as the service does not include checking the article's conformity to the standard. Upon mechanical marking, there may be some deformation around the mark of the article and crushing signs on the other side of the mark.
- 2.9 Assaying the standard of fineness of articles of precious metal and affixing control marks to articles:
 - 2.9.1 The Client shall be informed of non-conformity of the article's content to the requirements of the REACH regulation discovered during providing the service upon issuing the articles, but the articles will be affixed with control marks.
 - 2.9.2 Visible damage may be caused to finished articles (polished, covered with other material) and/or round details of the articles upon assaying the standard of fineness of articles of precious metal.
 - 2.9.3 At least 2 articles of the submitted objects from the same type mass product batch shall be analysed with RFS analysis upon assaying the standard of fineness of articles of precious metal. If it has been discovered upon assaying the standard of fineness that the standard of fineness lower than declared (or does not comply with the fineness mark affixed to the article), these articles shall be analysed with 100% RFS analysis.
 - 2.9.4 The upper layer (decorative coating) of an article is mechanically removed upon making the RFS analysis of an article. Small details of the article, the surface of which is not sufficient for taking the analysis, is deformed mechanically in order to get sufficient surface for analysis.
 - 2.9.5 If it is technically not possible to affix a mechanical control mark, the Assay Office of Estonia has the right to affix a control mark with laser without informing the Client thereof in advance. In the latter event, the Client shall be obliged to pay additional fee for the laser mark according to the valid price list.
 - 2.9.6 Using an analysis method that requires crushing the article upon assaying the standard of fineness of a precious metal article is always coordinated with the Client.
- 2.10 If it becomes evident during the analysis of precious metals and their alloys that composition of a tested alloy is not within the scope of accreditation of the laboratory, the analysis shall be finished without informing the Client and the Client shall be obliged to pay for the analysis based on the submitted invoice. The analysis results are issued without a uncertainty statement. The articles of precious metal/materials submitted for analysis may be in another form when returning to the Client (rolled, drilled, crushed), if destructive method is ordered for analysis. The precious metal separated during gravimetric analyses shall be returned to the Client.
- 2.11 Gemmology services shall be provided by a certified expert.
- 2.12 The expert consultation of precious metal articles shall be made on the basis of a written application of the Client. The application must clearly indicate the objective of the expert assessment and the questions that interest the Client.
- 2.13 The application for registering a sponsor's mark shall be submitted by a person entered in the registry card of part B or a person acting on the basis of a notarised authorisation, and the data of the

sponsor's mark shall be amended only on the basis of the submitted documents.

- 2.14 The Client's precious metal articles/materials shall be received and issued and the services of the Assay Office of Estonia are provided at Teaduspargi 8, Tallinn.

3 LIABILITY

- 3.1 Metrosert is liable for the Client's measuring instruments, measured objects and/or precious metal articles/materials from their receipt by Metrosert's representative (from the Client's representative, by post or from a courier) up to their issuing (to the Client's representative, by post or to a courier). Metrosert shall not be liable for the condition of the measuring instruments, measured objects or precious metal articles/materials if these have arrived at Metrosert in a ruined, damaged, non-working condition, etc., and this becomes evident at the receipt or upon performing the work. Measuring instruments or measured objects are returned to the Client in the same condition.
- 3.2 The articles given to Metrosert and the services provided shall be specified in the order letter (in two copies) prepared upon the receipt of the Client's measuring instruments, measured objects or precious metal articles/materials, and the order letter shall be signed by the Client and the representative of Metrosert. If the objects are sent to Metrosert via post or courier service, the representative of Metrosert shall prepare an order letter, specifying the received objects and provided services and, upon the Client's request, electronically sent to the Client.
- 3.3 The transfer of a measuring instrument or measured object to the Client shall be formalised with a respective note in the invoice (in two copies) and the document shall be signed by the Client and the representative of Metrosert. Upon sending a measuring instrument via post or courier service, an invoice is sent according to the Client's request either electronically or on paper.
- 3.4 Precious metal articles/materials shall be issued by Assay Office of Estonia to the Client on the bases of an invoice or analysis protocol.
- 3.5 Upon providing metrology services at the Client's location, the Client shall guarantee the Metrosert's employees safety and, if necessary, guidance as to the equipment, occupational safety and other requirements, and the Metrosert's employee shall comply with the introduced requirements. Metrosert shall be liable for complying with the safety requirements when using their equipment.
- 3.6 If the Client's measuring instrument must be set to another mode, disconnected from the measuring system, adjusted or it is necessary to perform other actions different from the ordinary use of the measuring instrument for providing the service, the Client's representative shall do this, unless agreed otherwise. Metrosert shall not perform nor be liable for the resetting of the measuring instrument into the ordinary user mode or reconnecting the measuring system, unless this has been separately agreed upon.
- 3.7 Metrosert shall not compensate for indirect damages or loss of profit to the Client.
- 3.8 All general complaints and/or claims for damage regarding the damage or loss of measuring instruments or measured or analysed objects and precious metal articles and issued documents or service quality shall be submitted to Metrosert in writing within 10 (ten) calendar days as of the provision of the service, receipt of precious metal articles/materials. Complaints shall be reviewed within 30 calendar days and the reply shall be submitted to the Client in writing.
- 3.9 Metrosert shall have the right to demand from the Client the supposedly damaged measuring instrument or precious metal article, measured or analysed object to be submitted for expert assessment.

4 DISCLOSURE OF YOUR PERSONAL DATA TO THIRD PARTIES

- 4.1 Metrosert shall treat the information collected or created during the provision of the service as confidential, unless agreed otherwise with the Client or the requirement of submitting the information arises from the law.
- 4.2 Metrosert shall inform the Client if an application has been submitted for issuing data, except issuing data to an accreditation body, a national supervisory authority or judicial authority.

5 SETTLEMENT OF ACCOUNTS

- 5.1 The services are priced according to the valid service price lists available on Metrosert's website, a price offer or contract.

- 5.2 If it is necessary to clean or adjust the measuring instrument or measured object to get it into working order in another way (e.g. change batteries/fuses) due to the condition of the instrument or object, Metrosert shall have the right to add a treatment fee (based on time work rates) and the cost of used materials to the invoice.

- 5.3 For services not included in the price list, the price is agreed upon with the Client's representative before providing the service.

- 5.4 The price of verification does not depend on verification results (whether the measuring instrument complies with the verification requirements or not). If it becomes evident during verification that the measuring instrument is not in working order and it is not possible to verify it, Metrosert shall have the right to ask for a fee based on the time based work rates.

- 5.5 Upon providing services at the Client's location, transportation fee shall be added to the service cost according to the price list, price offer or contract. Upon sending the measuring instruments, measured objects or precious metal articles back to the Client via courier service, a packaging and transport fee shall be added to the service price.

- 5.6 The Client shall pay for the service on the basis of an invoice within 14 calendar days, unless agreed otherwise.

- 5.7 An invoice for metrology services is issued by the Metrosert customer service generally with the measuring instrument or measured object. The invoice is sent to the Client after providing the service via post or e-mail if the service is provided at the Client's location, measuring instruments are sent via courier or upon request in the event of other circumstances by agreement.

- 5.8 Metrosert shall have the right to demand prepayment from the Client before providing the service or payment of the invoice for provided services before transferring the measuring instrument, measured object or precious metal article/material to the Client.

- 5.9 If the Client has not paid the invoice by the due date, Metrosert shall have the right to issue a fine for delay at the rate of 0.05% from the unpaid amount per each calendar day.

- 5.10 Metrosert shall have the right to establish a fee for storage of the Client's precious metal articles/materials (1% of the net invoice amount per day plus VAT), if the Client does not collect their things at the Assay Office of Estonia within 7 calendar days as of the term of the performance of the order.

6 DISPUTES

- 6.1 Any disputes between the Parties are primarily subject to resolution by way of negotiations between the Parties.

- 6.2 All complaints between the Parties shall be in writing.

- 6.3 Any disputes that the Parties are unable to resolve by way of negotiations shall be settled by the law of the Republic of Estonia in the Harju County Court.

7 FURTHER INFORMATION

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