



## GENERAL TERMS AND CONDITIONS OF LABORATORY SERVICES

### 1 GENERAL PROVISIONS

- 1.1 The services provided by the AS Metrosert (hereinafter Metrosert) covered by general terms and conditions are the calibration and verification of measuring instruments (incl. conformity assessment); measurement and testing services; analysis, assaying the fineness and hallmarking of articles of precious metals.
- 1.2 Upon providing services, Metrosert follows the legislation of the Republic of Estonia and the European Union and the contracts entered into with the state under the law, accreditation requirements and management system.
- 1.3 If a written 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 within the scope specified in the annex(es) of the accreditation certificate, 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 and the conformity assessment service within the scope specified in annex(es) of the accreditation certificate of an inspection authority. Metrosert provides measuring and testing services and analyses of precious metals within the scope specified in the annex(es) to accreditation certificate or in an unaccredited area as agreed upon with the Client. Accreditation certificates issued to Metrosert and their annexes are available on the website of Metrosert.
- 2.2 The basis for providing the service is an order confirmation, written contract or price offer submitted by a representative of Metrosert and the Client's confirmation thereof (acceptance). When sent by e-mail, an order confirmation will be considered accepted unless the Client provides feedback at the earliest opportunity, requesting changes to be made in the order.
- 2.3 If the Client has not submitted additional information/conditions as to the scope of the work, work is done within the scope agreed with the Client. Additional activities (e.g. adjustment and repair of a measuring instrument and changing its batteries/fuses, changing the parameters of the object to be tested 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 starting from the next working day of the receipt of measuring instruments or test objects 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 providing calibration and measurement/testing services (incl. analyses), Metrosert issues a calibration certificate or measurement/testing protocol (or analyses protocol) either

confirmed with a digital stamp or on paper. An informative sticker is placed on the measuring instrument/device, if possible. Verification marks are placed on the measuring instrument that comply with the verification requirements and a verification certificate or a certificate of conformity is issued upon the Client's request or due to legislative requirements digitally signed or on paper. A measuring protocol shall be issued about the results of a measuring service. In case of non-compliance with the verification requirements, a certificate of non-conformity is issued upon the Client's request.

- 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/tested 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 or object to be tested, the measuring instrument/device 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), Metrosert uses the sponsor marks provided by the Client that are suitable for providing the service, being liable for targeted use and preservation of the marks. Metrosert is not responsible 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. 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.
- 2.10 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 an uncertainty statement.

### 3 LIABILITY

- 3.1 Metrosert is liable for the Client's measuring instruments, measured/tested 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/tested 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/tested objects are returned to the Client in the same condition. If the testing procedure does not allow the object to be preserved in its original condition and changes or damage may occur due to the testing procedure, these are not considered a defect or damage, but as a natural part of the process.
- 3.2 The articles given to Metrosert and the services provided shall be specified in the order confirmation prepared upon the receipt of the Client's measuring instruments, objects to be measured/tested or precious metal articles/materials. The order confirmation shall be sent to the Client electronically, unless it is prepared in the Client's presence at the Metrosert customer service or at the Client's site.
- 3.3 The Client's measuring instruments and the measured/tested objects shall be returned to the Client against signature.
- 3.4 If the Client does not pick up the measuring instrument or measured/tested object within three months of the deadline for fulfilment of the order and does not want it to be posted or delivered by courier, Metrosert will utilise the item. An employee of

Metrosert will inform the Client of the planned utilisation at least five days in advance. Utilisation precludes any further claims related to the Client's item.

- 3.5 Upon providing 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 or measured/tested object 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 device 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 device 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 INFORMATION 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, the requirement of submitting the information arises from the law or if the keeping the information confidential poses a significant or heightened threat to public order.
- 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, a price offer or contract. The offer price is set out in the order confirmation.
- 5.2 If it is necessary to clean or adjust the measuring instrument or measured/tested 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 timebased 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/tested 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 is issued to the Client by the Metrosert customer service as an e-invoice after the order has been fulfilled, or if an e-invoice is not feasible, by e-mail.
- 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/tested 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 AS Metrosert shall have the right to charge compensation of 15 euros for debt collection costs if an invoice is overdue by 14 calendar days or more.
- 5.11 Metrosert shall have the right to charge a fee for storage of the Client's precious metal articles/materials (1 euro per calendar 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 in the Harju County Court.

#### **7 FURTHER INFORMATION**

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