



General Terms and Conditions of Partura Quality Group s.r.o.

Partura Quality Group s.r.o

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Executive Directors : Michal Rybanský, Sebastián Kijac

Hereinafter referred to as **Partura Quality Group s.r.o**

Preamble

These General Terms and Conditions (hereinafter referred to as the “GTC”) govern the contractual relationship between **Partura Quality Group s.r.o.**, acting as the contractor, and its business partner – the customer, acting as the service recipient. The contractual relationship is established on the basis of a duly executed framework agreement or a written purchase order for services.

1. Scope of Application of the General Terms and Conditions

1.1 Partura Quality Group s.r.o. provides integrated services in the field of quality management.

1.2 Service provision is carried out on the basis of receipt of a properly completed and signed purchase order from the customer, using a form provided by Partura Quality Group s.r.o. The customer expresses their unconditional agreement to these GTC at the moment the confirmed order is submitted to the designated representative of the company.

1.3 Where specific conditions different from these GTC are agreed between the contracting parties, such specific arrangements shall take precedence over the wording of the GTC.

1.4 The customer’s terms and conditions that differ from these GTC shall be legally valid only if Partura Quality Group s.r.o. has expressly confirmed in writing that they are accepted as binding in replacement of these GTC.

1.5 Partura Quality Group s.r.o. reserves the right to unilaterally amend or supplement these GTC in the event of developments that could not have been reasonably foreseen at the time the contractual relationship was established.

2. CONCLUSION, DURATION AND TERMINATION OF THE CONTRACTUAL RELATIONSHIP

2.1 The contractual relationship between the Parties shall be established upon confirmation of the purchase order by Partura Quality Group s.r.o., whereby written, verbal, or implied acceptance of the order shall be deemed sufficient.

2.2 The contractual relationship shall terminate upon completion of the agreed services or upon expiry of the period specified in the order. If no specific period is stated therein, the order shall be deemed to have an indefinite validity. The order shall contain the essential contractual terms including price, service specification, and payment terms.

2.3 In the event the Customer requests early termination of cooperation or a reduction in the scope of services provided, such request must be submitted in writing. Partura Quality Group s.r.o. shall respond within a reasonable period following an individual assessment of the request.

3. DELIVERY CONDITIONS AND PERFORMANCE TERMS

3.1 Partura Quality Group s.r.o. shall carry out the ordered services within the timeframe specified in the confirmed order and in accordance with the work procedure developed by the company. The Customer hereby agrees to such procedure. Should the Customer insist on its own work procedure to be followed by the personnel or service providers of Partura Quality Group s.r.o., the Customer shall provide the company with its own documented procedure, confirmed either directly by the Customer or its downstream client.

3.2 Compliance with the agreed delivery deadlines is subject to the timely provision of all necessary information, materials, and access to premises by the Customer. Should the Customer fail to fulfill this obligation, the delivery period shall be extended accordingly.

3.3 If delivery of the service is prevented by objective circumstances beyond the control of Partura Quality Group s.r.o., the performance deadline shall be extended by the duration of such impediments.

3.4 For each service delivered, the Customer shall be provided with a defect control report at a frequency corresponding to the Customer's requirements. If remuneration is based on hours worked, the report shall be submitted together with the invoice.

4. PRICING AND PAYMENT TERMS

4.1 The remuneration for services rendered shall be determined individually, either as a fixed amount or based on verified time spent. Hourly or daily rates shall be specified in the written confirmation of the order.

Any costs incurred as a result of downtime, delays in material delivery, equipment outages, or other delays not caused by Partura Quality Group s.r.o. shall be factored into the invoicing. The company shall also inform the Customer of any circumstances that may affect service efficiency.

4.2 All stated prices are exclusive of VAT. The applicable VAT rate shall be added to the base price in accordance with valid legal regulations. Prices include all costs associated with the execution of the service unless expressly agreed otherwise in the order confirmation.

4.3 Invoicing for services performed shall take place no later than the 15th calendar day of the month following the month to which the hourly report pursuant to Article 3.4 relates, unless otherwise agreed.

4.4 Customer-Issued Purchase Orders

If the Customer requires the issuance of their own internal purchase order for a particular service, such order must be issued no later than **fifteen (15) days** following delivery of the service. Should the purchase order not be issued within the stated period, **Partura Quality Group s.r.o.** shall be entitled to issue the invoice **without referencing the Customer's purchase order number**.

4.5 Invoice Due Date and Delay Penalties

Unless otherwise contractually agreed, the due date for payment shall be **twenty-one (21) calendar days** from the date of invoice issuance. Timely payment shall be deemed fulfilled when the invoiced amount is credited to the bank account of **Partura Quality Group s.r.o.**

In the event of delayed payment, the company shall be entitled to charge a **contractual penalty of 0.05%** of the invoiced amount **per each commenced day of delay**, payable within **ten (10) days** from receipt of written notice of the charge. In case of breach of the due date, **Partura Quality Group s.r.o.** reserves the right to **terminate the contractual relationship immediately**.

4.6 Restrictions on Set-Off and Payment Withholding

The Customer shall not be entitled to **unilaterally set off** its claims against those of **Partura Quality Group s.r.o.**, nor to **withhold payment for any reason**, unless expressly agreed in writing.

5. LIABILITY FOR DEFECTS

5.1 Scope of Liability

Partura Quality Group s.r.o. shall be liable for the proper, professional, and faultless execution of the ordered services. The Customer is obliged to notify the company of any discovered defects **without undue delay**, and no later than the expiration of the **warranty period**. Complaints may be resolved by re-performing the service (e.g., resorting the Customer's warehouse) and by arranging **additional professional retraining** for personnel responsible for delivery of the service.

5.2 Customer Remedies

If **Partura Quality Group s.r.o.** fails to remedy the reported defects within a **reasonable additional period** specified by written notice from the Customer, the Customer shall be entitled to:

- Withdraw from the relevant agreement, or
- Request a **proportional discount** from the price of the services rendered.

5.3 Discount Limitation

Any discount claimed shall not exceed the difference between the value of a defect-free service and the value of the service delivered with defects.

5.4 Warranty Period

The warranty period shall commence on the **date of service provision** and shall expire upon the **first processing of the product** on which the service was performed.

5.5 Limitations Due to Customer Instructions

Claims shall not be accepted in relation to any service performed by **Partura Quality Group s.r.o.** based on instructions from the Customer, where the company explicitly warned that the service could not be properly executed under the given conditions.

5.6 Exclusion of Liability for Improper Use

Liability for defects shall be excluded where the Customer modifies, interferes with, or uses the service improperly. The sole exception shall be cases where the Customer proves that such conduct is **not causally connected** to the reported defect.

5.7 Identification of Defective Services

The Customer must clearly and unambiguously identify the defective service to enable objective assessment of the claim. For this purpose, the Customer must also submit the relevant items (goods) on which the defect was discovered, along with any agreed “OK” slips issued by the company, if contractually required.

5.8 Eligibility to Claim

Claims for service defects may be made **exclusively by the Customer** as the direct contractual partner of **Partura Quality Group s.r.o.** Such claims are **non-transferable and non-assignable** to third parties.

5.9 Reimbursement of Complaint Costs

In the event of a valid complaint, the Customer shall **not be entitled** to reimbursement of costs incurred in asserting or resolving the claim. The Customer is obliged to act in a manner that **minimizes such costs**.

5.10 Limitation of Liability for Defects

The liability of **Partura Quality Group s.r.o.** for defects shall be limited to the amount of the service fee charged in the **calendar month** during which the damage resulting from the defect occurred.

5.11 Rejection of Claims

If a complaint is rejected, the company shall notify the Customer in writing of the reasons for such rejection. If the Customer does not respond to these reasons within **five (5) days**, the complaint shall be deemed closed.

6. LIABILITY FOR DAMAGES

6.1 Scope of Liability

Partura Quality Group s.r.o. shall be liable for damages that arise in **causal connection** with the provision of services pursuant to the Agreement.

6.2 Notification Obligation

The Customer must report the occurrence of any damage **without undue delay**, immediately upon its discovery.

6.3 Supporting Documentation

When submitting a claim for damages, the Customer is obliged to provide the company with all relevant documentation **proving the extent of the damage** and demonstrating that the damage occurred in **causal connection with a defective service**.

6.4 Exclusion of Liability for Force Majeure

Partura Quality Group s.r.o. shall not be liable for damages caused by **force majeure events**, such as natural disasters, war, strikes, pandemics, or other events beyond reasonable control.

6.5 Priority of Restoration

The company shall be entitled to remedy liability by **restoring the original condition** as a priority. A reasonable period shall be granted for such restoration, which shall be no shorter than the complaint handling period (**30 days**). Financial compensation may only be requested where restoration is **not feasible**.

6.6 Exclusion of Data Loss Liability

The company shall not be liable for the loss of the Customer's data resulting from **insufficient backup practices**. The Customer is required to **back up its data at least once daily** in a machine-readable format to ensure that data can be restored at a justifiable cost.

7. PLACE OF PERFORMANCE, OCCUPATIONAL SAFETY, AND ENVIRONMENTAL PROTECTION

7.1 Customer Cooperation

The Customer shall provide the company with all **information, documentation, and access to premises and systems** required for the proper performance of the services. The company depends on the Customer's cooperation to provide services effectively.

7.2 Training Responsibilities

The Customer is responsible for ensuring that **Occupational Health and Safety (OHS) and Fire Protection (FP)** training is provided to company employees and service providers performing services on its premises.

7.3 Legal Compliance

Partura Quality Group s.r.o. is obliged to comply with all **legal regulations relating to OHS** at the location where services are performed.

7.4 Workplace Safety Responsibility

The Customer shall ensure that the place of service provision meets all **statutory safety and fire protection requirements**. Unless otherwise agreed, standard protective equipment shall be supplied by **Partura Quality Group s.r.o.** at its own expense. The Customer is also responsible for informing the company of any **specific hazards** and applicable **preventive measures**.

7.5 Free-of-Charge Cooperation

The Customer shall provide the cooperation required under this Article **free of charge**, unless otherwise agreed.

7.6 Staff Training for Safety and Environment

The Customer shall be responsible for **training company personnel** on environmental protection rules and occupational safety applicable to the Customer's premises during service provision.

8. CONFIDENTIALITY AGREEMENT

8.1 Confidentiality Obligation

The Contracting Parties shall treat all business or operational information obtained within the scope of their contractual relationship as strictly confidential during the term of the Agreement and for a period of **two (2) years** following its termination. Such information may not be disclosed to third parties unless its nature permits public dissemination.

This obligation shall not apply in cases where the Party required to maintain confidentiality can demonstrate that:

- the information was already known to them prior to the conclusion of the Agreement;
- the information was obtained from a duly authorized third party;
- the information became publicly available without fault on the part of the obligated Party.

9. FINAL PROVISIONS

9.1 Binding Effect

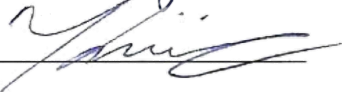
These General Terms and Conditions (GTC) shall be binding in the version made available or delivered to the Customer **on the date the order is accepted**, unless expressly agreed otherwise by the Contracting Parties.

Confirmation and Approval of the General Terms and Conditions

It is hereby confirmed that the General Terms and Conditions of **Partura Quality Group s.r.o.**, valid and effective from **01 January 2025**, have been duly approved and adopted in accordance with the company's internal regulations and the decision of its statutory representatives.

On behalf of Partura Quality Group s.r.o. Company ID No.: [56530722] Registered Office: [Farská 1342/50, 949 01 Nitra, Slovak Republic]

Name	Position	Date	Signature
Michal Rybanský	Executive Director	01.01.2025	

Sebastián Kijac	Executive Director	01.01.2025	
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