

CONTRACT

on the provision of certification services

Cherkasy

“ _____ ” _____ **2024**

_____, hereinafter referred to as the Contractor, represented by _____, acting on the basis of _____, on the one hand, and _____, hereinafter referred to as the Client, represented by _____, acting on the basis of _____, on the other hand, hereinafter collectively referred to as the Parties, and individually as a Party, have concluded this Contract (hereinafter referred to as the Contract) on the following terms:

1. SUBJECT OF THE CONTRACT

1.1. The Contractor undertakes to duly provide, and the Client undertakes to duly pay for and accept the services rendered, in accordance with the terms and conditions of this Contract, as well as the relevant regulatory acts and the current legislation of Ukraine, certification services (hereinafter referred to as the Services) for _____ (hereinafter referred to as the Product) in compliance with the requirements established by _____ (hereinafter referred to as the Requirements).

CPV Code 021:2015 - 98390000-3 – Other services – (Product certification and conformity assessment), CPV Code 021:2015 - 73430000-5 – Testing and evaluation.

1.2. The Contractor shall provide the Services in accordance with this Contract, the current legislation of Ukraine, and the relevant standards and regulations in the field of certification.

1.3. The name, scope of the Services, and Requirements are defined by the "Certification Services Task Plan" (Appendix No. 1), which is an integral part of this Contract.

1.4. Based on the results of the provided Services, the Contractor shall make a decision regarding the issuance or refusal to issue a certificate of conformity.

1.4.1. In case of a decision to issue a certificate of conformity, the contractor shall issue the certificate to the client only after the conclusion of an Contract on the right to use the certificate of conformity.

1.4.2. If the Contractor decides not to issue a Certificate of Conformity, the conditions for the conclusion of an Contract on the right to use the Certificate of Conformity and the subsequent issue and delivery of the Certificate of Conformity shall not apply to the Parties.

1.5. Based on the results of the provided Services, in case of refusal to issue a Certificate of Conformity for the reasons specified in Clause 3.20 of the Contract, the cost of the Services paid by the Client to the Provider shall not be refunded.

1.6. Where testing of the product is required, such testing shall be carried out in accordance with the programme and methodology for carrying out testing developed by the contractor.

2. THE CONTRACT PRICE AND PAYMENT PROCEDURE

2.1. The contract price is _____ UAH (___ hryvnias ___ kopecks), including VAT (20%) – _____ UAH (___ hryvnias ___ kopecks).

2.2. The cost of the Services is determined based on the current regulatory documents of the Contractor and other applicable regulations in force at the time of performing the Contract, and is agreed upon in the "Protocol of Contract on the Contract Price" (Appendix No. 2).

2.3. The compensation for expenses related to the material and technical support of certification, including weapons, military and special equipment, and ammunition, shall be borne by the Client.

2.4. In the case of providing Services with a visit to the Client, the cost of the Services shall be determined taking into account additional expenses related to transportation costs and services provided by third-party organizations.

2.5. The contract price may be reviewed in the event of additional expenses incurred by the Contractor, related to the compensation for material and technical support of certification, testing (if required), providing Services with a visit to the Client, as well as, if necessary, technical supervision as provided by the relevant certification scheme.

2.6. The revision of the contract price shall be substantiated by calculations and formalized by the Parties through the conclusion of supplementary Contracts, which are integral parts of the Contract.

2.7. The Client, with the mandatory indication of the invoice number and date in the payment documents, shall pay the full cost of the Services, which are the subject of the Contract, in accordance with the "Protocol of Contract on the Contract Price" (Appendix No. 2), within five working days from the moment the invoice is provided by the Contractor to the Contractor's account.

The date of payment is considered to be the date when the funds are received in the Contractor's registration account.

2.8. Payments under this Contract shall be made in the national currency of Ukraine – hryvnias.

2.9. The Contractor is a value-added tax (VAT) payer.

2.10. The Contractor is not a profit tax payer.

3. TERM AND PROCEDURE FOR ACCEPTANCE AND PROVISION OF SERVICES

3.1. The term for providing the Services is _____ with the possibility of early completion.

3.2. The start date for providing the Services under the Contract is determined by the date of payment of the Service cost by the Client.

3.3. The Contractor shall begin providing the Services only after the Client has made full payment (Clause 2.1 of the Contract) to the Contractor's account.

3.4. The term for the provision of the Services is determined by mutual Contract of the Parties, with mandatory consideration of the requirements of applicable regulatory documents and labor intensity standards.

3.5. The Contractor may raise the issue of extending the period for performance of the Services in the event of force majeure and other objective circumstances.

The Parties have agreed that circumstances arising from the need for the Contractor, as a military formation, to fulfil obligations in accordance with orders and instructions from higher command shall constitute objective circumstances for the Parties to extend the period for performance of the Services under the Contract.

In such a case, the Contractor shall immediately inform the Client of the receipt of such orders and instructions and shall reimburse the Client for the Services not performed and paid for by the Client. The procedure for further performance of the terms of the Contract shall be determined by the Parties through bilateral negotiations.

In order to extend the deadlines for performance of the Services due to force majeure, the Provider is obliged to notify the Client in writing within 10 days of the occurrence of such circumstances and to provide a justification for the new performance deadlines under the Contract.

The Client shall examine the Contractor's justification within 15 days, request additional information from the Contractor if necessary, make a corresponding decision and notify the Contractor thereof.

3.6. Acceptance of the Services by the Client shall be formalised by an act of acceptance of the Services provided.

3.7. The completion of the provision of the Services under the Contract shall be marked by the decision to issue (or not to issue) the Certificate of Conformity and the signing of the Acceptance Certificate of the Services provided by the Parties.

3.8. The certification process shall be carried out in accordance with the Evaluation Activity Plan developed by the Provider.

3.9. The evaluation of the product shall be carried out in accordance with the product certification scheme of the relevant type agreed with the Client.

3.10. The selection and identification of the product samples shall be carried out by the contractor's representative in accordance with the product certification scheme agreed with the client within thirty working days from the date of signing the contract.

3.11. The selected samples shall be documented in a Sample Selection and Identification Act signed by the representative of the Provider who carried out the selection and identification of the samples and by the Client.

3.12. In the event that testing of the Product is required:

- The testing services shall be performed within the period specified in the Program and methodology for conducting the tests;
- The conditions for the commencement of testing by the Contractor's testing team are the receipt by the Contractor of a notification from the Client regarding readiness for testing.

3.13. In the event that testing of the Product is required, the testing services are accepted by drawing up a separate bilateral act of acceptance of the provided

services. The date of completion of the testing is the date when the aforementioned act is signed by the Parties.

3.14. Product testing shall be carried out by the manufacturer's testing laboratories and/or by participating accredited testing laboratories which have a valid cooperation Contract with the manufacturer and whose scope of accreditation includes the required test methods.

If product testing is to be carried out by accredited testing laboratories with which the contractor has cooperation Contracts, the contractor shall notify the client in writing, specifying the list of such laboratories and the scope of the required tests.

Payment for product testing services provided by accredited testing laboratories with which the contractor has cooperation Contracts shall be made by the client on the basis of contracts concluded with these laboratories.

3.15. Based on the results of the product testing, test protocols are drawn up, indicating the actual values of the characteristics of the tested product. The test protocols are signed by the heads of the laboratories that conducted the tests and are provided to the Contractor.

3.16. The Contractor, within seven working days, shall analyze the results of the evaluation and testing of the product (documents prepared during the provision of certification services, test results) and prepare a decision regarding the issuance or refusal to issue the certificate of conformity for the product.

3.17. The Contractor shall approve the decision on the issuance or refusal to issue the certificate of conformity for the product within five working days.

3.18. The decision to issue the certificate of conformity for the product serves as the basis for issuing the certificate of conformity for the product and entering the information about it into the list of issued (revoked) certificates of conformity.

The certificate of conformity for the product shall be issued to the Client after the conclusion of an Contract between the Contractor and the Client on the right to use the certificate of conformity.

3.19. The decision to refuse the issuance of the certificate of conformity for the product serves as the basis for issuing a refusal, which is sent to the Client in writing with the justification for such refusal within five working days from the date of the decision.

3.20. The grounds for refusing the Client the issuance of the certificate of conformity for the product are:

1) non-compliance of the product characteristics with the Requirements established for certification;

2) non-fulfillment of the terms of the Contract by the Client.

3.21. If the product declared for certification includes several structurally similar types, the differences between which do not affect the Requirements, a single certificate of conformity is issued for the entire product range based on the decision to issue it.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Client is obligated to:

4.1.1. Timely and fully pay for the Services in accordance with the procedure and terms established by the Contract.

4.1.2. Accept the provided Services according to the act of acceptance of the provided services.

4.1.3. No later than 3 days after receiving the act of acceptance of the provided services, provide the Contractor with the signed act or a reasoned refusal to accept the Services.

4.1.4. In case of refusal to accept the Services for reasons beyond the Contractor's control, reimburse the Contractor for the cost of the Services actually provided and the work performed.

4.1.5. In case of a change in the location, postal address, or payment details, notify the Contractor about the change within 5 days from the date such changes occur, in any convenient way.

4.1.6. In the event that testing of the Product, as specified in paragraph 1.1 of the Contract, is required:

- before the start of the testing, transfer the Product (in the previously determined quantity) to the location where the tests will be conducted;
- provide the Contractor with the technical documentation for the Product.

4.2. The Client has the right to:

4.2.1. Timely, properly, and in full, in accordance with the procedure and terms established by the Contract, receive the Services.

4.2.2. Terminate the Contract early and unilaterally at any stage, provided that the Services already rendered are paid for, by notifying the Contractor in writing at least five (5) calendar days before the planned termination date. The Contract shall be considered terminated five (5) calendar days after the Contractor receives the respective notice.

4.2.3. Appeal the actions of the Contractor during the provision of certification services for the product and the decision to refuse the issuance of the certificate of conformity.

4.2.4. During the provision of Services, if the Contractor identifies non-conformities that serve as grounds for refusing to issue the certificate of conformity, the Client may suspend the provision of Services by notifying the Contractor in writing.

After rectifying such non-conformities, contact the Contractor to undergo certification again in accordance with the procedure and timelines established by applicable legislation.

4.3. The Contractor is obligated to:

4.3.1. Ensure the provision of Services within the timelines established by the Contract.

4.3.2. Ensure the provision of Services in accordance with the current legislation of Ukraine, the Contract, and the relevant standards and regulations in the field of certification.

4.3.3. Be responsible for the impartiality of its certification activities and must not allow commercial, financial, or other influences to pose a threat to impartiality.

4.3.4. Be responsible for legally binding obligations and for managing all information obtained or created during the certification activities. All information, except that which the Client makes publicly available themselves or is agreed upon between the certification body and the Client (e.g., for the purpose of responding to a complaint), is considered confidential. The Contractor must inform the Client in advance about any information it intends to make publicly available.

If legislation or contractual Contracts require the Contractor to disclose confidential information, the Contractor shall notify the Client in advance, unless prohibited by law.

Information about the Client obtained from sources other than the Client (e.g., from a complainant) must also be treated as confidential.

4.3.5. Inform the Client about all non-conformities identified during the evaluation.

4.3.6. Be responsible for certification decisions and maintain authority over their issuance.

4.3.7. Notify the Client of its decision not to issue the certificate of conformity and specify the reasons that served as the basis for this decision.

4.3.8. In the event that testing of the Product, as specified in Clause 1.1 of the Contract, is required:

- conduct practical tests of the Product in accordance with the Program and methodology for conducting tests;
- provide the Client with the act and test protocols with the results within five (5) days after the completion of the tests;
- submit the act of acceptance of the provided services to the Client for approval.

The Contractor shall not bear any liability to the Client for delays in the provision of services specified in Clause 4.3.8 of the Contract if such delays are caused by the Client's failure to implement the measures stipulated in Clause 4.1.6 of the Contract or by the absence of necessary conditions for conducting the tests.

4.4. The Contractor has the right to:

4.4.1. Timely and fully receive payment for the Services in accordance with the procedure and terms established by the Contract.

4.4.2. Engage subcontracting organizations to perform the Services. The conclusion of subcontracting Contracts does not establish any legal relationship between the Client and the subcontractors. The Contractor is responsible for the results of the subcontractors' services as if they were its own and acts as the Contractor toward the Client and as the Client toward the subcontractors.

4.4.3. Bear no liability to the Client for failure to fulfill the terms of the Contract if such failure is caused by the necessity to fulfill obligations as a military formation in accordance with orders and directives from higher command.

In such a case, the Contractor must promptly inform the Client of the receipt of the relevant orders and directives and refund the Client for any Services not provided,

which were paid for by the Client. Further execution of the terms of the Contract shall be resolved by the Parties through bilateral negotiations.

4.4.4. Terminate the Contract unilaterally in the event of the Client's violation of Clauses 2.7 and 4.1.1 of the Contract.

5. LIABILITY OF THE PARTIES

5.1. In the event of failure to perform or improper performance of their obligations under the Contract, the Parties shall bear liability as stipulated in the Contract and the applicable legislation of Ukraine.

5.2. For a single unjustified refusal to fulfill their obligation, the guilty Party shall pay the other Party a penalty of 0.1% of the Contract value.

5.3. For failure to meet the payment deadlines for the cost of Services, the Client shall pay the Contractor a penalty equal to double the National Bank of Ukraine's discount rate effective at the time of the delay, for each day of delay.

5.4. For a delay in fulfilling obligations, the guilty Party shall pay the other Party a penalty of 0.1% of the cost of the delayed Services for each day of delay. If the delay exceeds 30 days, an additional fine of 7% of the mentioned cost shall be imposed.

5.5. The accrual of penalties for delayed performance of obligations ceases three years after the day the obligation was due to be fulfilled.

5.6. Payment of penalties and fines does not exempt the Party at fault for breaching the contractual obligations from fulfilling them in full.

5.7. In the event of engaging subcontractors, the Contractor assumes full responsibility for their actions.

6. FORCE MAJEURE CIRCUMSTANCES

6.1. The Parties are released from liability for failure to perform or improper performance of obligations under the Contract in the event of the occurrence of force majeure circumstances that did not exist at the time of entering into the Contract and arose beyond the Parties' control (accident, disaster, natural disaster, epidemic, war, etc.).

The Parties agree that the martial law currently in effect in Ukraine does not constitute a force majeure circumstance for them.

6.2. The Party unable to fulfill its obligations under the Contract due to force majeure circumstances must notify the other Party in writing no later than three (3) working days from the occurrence of such circumstances, with subsequent provision, no later than five (5) calendar days from the occurrence of the specified events, of a document issued by the Chamber of Commerce and Industry of Ukraine or another competent authority confirming the existence and duration of the force majeure circumstances.

6.3. Failure to comply with the above conditions deprives the Party of the right to invoke force majeure circumstances.

7. DISPUTE RESOLUTION

7.1. In the event of disputes or disContracts, the Parties undertake to resolve them through mutual negotiations and consultations.

7.2. If the Parties fail to reach an Contract, disputes shall be resolved in court.

8. TERM OF THE CONTRACT

8.1. 8.1. The Contract shall enter into force upon its signing by the Parties and shall remain valid until _____, but in any case, until the Contractor fully fulfills its obligations.

8.2. The term of the Contract may be extended by mutual Contract of the Parties in the event of documented objective circumstances that caused such an extension, including force majeure.

The Parties agree that the circumstances specified in Clause 3.3 of the Contract constitute objective circumstances for extending the term of the Contract.

9. OTHER TERMS AND APPENDICES TO THE CONTRACT

9.1. The Contract is executed and signed in two authentic copies, one for each Party, both of which have equal legal force.

9.2. All amendments and additions to the Contract shall be formalized as supplementary Contracts, drafted and signed in two copies, one for each Party, both of which have equal legal force.

9.3. In cases not provided for by the Contract, the Parties shall be guided by the current legislation of Ukraine.

9.4. The Parties agree to maintain business contacts, cooperate in every possible way, and take measures to ensure the effective fulfillment of mutual obligations under the Contract during its performance.

9.5. The integral parts of the Contract are: “Certification Services Task Plan” (Appendix No. 1), “Protocol of Contract on the Contract Price” (Appendix No. 2), “Price Structure for Certification Services” (Appendix No. 3), “Price Structure for Performing Testing Work” (Appendix No. 4), and “Breakdown of Costs for Performing Testing Work” (Appendix No. 5).

10. Details of the Parties

CLIENT

CONTRACTOR